

## ANNEXURE A

### TERMS AND CONDITIONS OF THE DEBENTURES

#### 1. GENERAL TERMS AND CONDITIONS

##### 1.1 Status

The Debentures constitute direct, unconditional and secured obligations of the Company and shall at all times during the Tenure of the Debentures have a charge created over the Security specified herein on a first charge basis.

##### 1.2 Register of Debentures

- (a) So long as any Debenture remains outstanding, the Company shall establish and maintain a register of debentures ("**Register of Debenture Holders**") in accordance with this Clause 1.2.
- (b) The Register of Debenture Holders shall be located at the registered office of the Company and shall contain particulars of the Debentures issued and outstanding from time to time. The Company shall enter the particulars of the issue of the Debentures and of the Debenture Holders on the Register of Debenture Holders.
- (c) The following particulars shall be entered on the Register of Debenture Holders in respect of each Debenture, the Debenture Holder and each subsequent or additional Debenture Holder:
  1. the name and address of and a contact person for the Debenture Holder;
  2. the issue date of the Debentures held by the Debenture Holder;
  3. the subscription price of the Debentures held by the Debenture Holder; and
- (d) The following additional provisions shall also apply in relation to the Register of Debenture Holders:
  1. Any change of name, address or contact person of the Debenture Holder shall forthwith be notified to the Company in writing by it and thereupon the Company shall alter the appropriate Register of Debenture Holders accordingly;
  2. Each Debenture Holder and any person authorised in writing by it shall be entitled at all reasonable times during office hours to inspect the Register of Debenture Holders and (at the cost of the Debenture Holder) to take copies of and extracts from the same;
  3. The Company shall comply with all statutory requirements necessary to be fulfilled in respect of the Register of Debenture Holders and shall keep or retain access to all details comprising the Register of Debenture Holders for at least 10 (ten) years after the date of entry of the same; and
  4. The Company shall not make any changes to the Register of Debenture Holders which is contrary to the terms contained herein or the Debenture Trust Deed or which is in any manner prejudicial to the interests of the Debenture Holders.

### **1.3 Dematerialization of the Debentures**

The Debentures issued shall be dematerialized and the Company upon receipt of the entire application/allotment money with respect to the Debentures shall directly transfer the Debentures to the Debenture Holders' depository participant accounts and each such Debenture Holders name shall reflect in the register of beneficial owner maintained by the relevant depository.

### **1.4 Conflict**

In the event of any conflict between these terms and conditions contained in this **ANNEXURE A**, and the terms and conditions contained in the Debenture Trust Deed or any other transaction document, the terms and conditions contained herein shall prevail.

### **1.5 Acknowledgement of Liability**

The Company hereby acknowledges its liability to the Debenture Holders in respect of the Debentures in accordance with the terms herein contained and the Debenture Trust Deed to the extent the terms of the Debenture Trust Deed are not contrary to the terms herein contained. The Debenture Holders from time to time shall have the benefit of, be entitled to enforce, be bound by, and are deemed to have notice of all obligations, liabilities, agreements, undertakings, covenants, warranties and other provisions in relation to the Debentures.

### **1.6 Representations and Warranties**

The Company shall be bound by the representations and warranties to be made in the Debenture Trust Deed and Hypothecation Deed and those are deemed to be incorporated herein for the benefit of the Debenture Holders.

### **1.7 Covenants**

The Company shall be bound by the covenants in the Debenture Trust Deed and Hypothecation Deed and are deemed to also be incorporated herein for the benefit of any Debenture Holders.

## **2. TRANSFERABILITY OF DEBENTURES**

The Debenture Holders shall have the right to assign, transfer, charge, pledge or create any other encumbrance on any or all of the Debentures. The Company shall approve any such transfer and register (or cause to be registered) any such transfer in its Register of Debenture Holders or register of members (as applicable).

The rights and benefits that shall be available to the Debenture Holders under the Debenture Trust Deed are by virtue of its holding the Debentures and accordingly on any sale or transfer of the Debentures in accordance with the terms of the Debenture Trust Deed, the rights and benefits, so available to the Debenture Holders shall stand automatically assigned to the transferee(s), including subsequent transferees of any prior transferee.

## **3. INTEREST AND REDEMPTION**

### **3.1 Interest**

The Debentures shall bear an interest/coupon rate of 12% per annum ("Applicable Interest"). Accordingly, the Debenture Holders shall be entitled to a Quarterly return calculated as per the

Applicable Interest rate on the subscription price on each repayment date ("Interest Amount"): The subscription price (being the principal amount of the Debentures) together with Interest Amount, can be repaid in various instalments, hereinafter referred to as "**Repayment Instalment(s)**" as shall be more fully detailed in the repayment schedule to be captured in the Debenture Trust Deed

### 3.2 Redemption

- (a) The Debentures shall be redeemed upon expiry of the 3rd (third) year from the date of allotment of the Debentures, in accordance with the Repayment Instalment as shall be detailed under the repayment schedule to be captured in the Debenture Trust Deed.
- (b) Subject to provision of Clause 3.3 below, there shall be a moratorium on repayment of the subscription price (being the principal amount) of the Debentures till the end of the 3rd (third) year from the date of allotment of the Debentures thereby ensuring repayment of the entire Debt, and the Debentures being fully and finally redeemed on the last repayment date, as shall be specified in the Debenture Trust Deed.
- (c) The cumulative amount outstanding pertaining to the Debentures shall proportionately reduce to the extent of the Repayment Instalment paid by the Company to the Debenture Holders in terms of Clause 3.2(a) above in any redemption period.
- (d) Each Repayment Instalment shall be paid by the Company to the Debenture Holders on the respective repayment date as may be specified in the repayment schedule to be captured in the Debenture Trust Deed. The repayment schedule shall be strictly adhered to unless and until changed with the mutual consent of the parties to the Debenture Trust Deed.
- (e) The Debentures shall have a lock-in period of 12 (twelve) months from the date of allotment of the Debentures ("**Lock-in Period**"). Upon completion of the Lock-in Period, the Company or the Debenture Holders shall be entitled to exercise an option of early redemption of the Debentures ("**Early Redemption Option**") in accordance with Clause 3.3 below.
- (f) For the purpose of issuance of these Debentures, there is no requirement of maintaining any debenture redemption reserve by the Company, since the Company is a non-banking financial company, which as per the applicable laws in place, is not required to maintain any debenture redemption reserve for private placement of the Debentures.

### 3.3 Early Redemption

- (a) At the option of the Debenture Holders

In the event the Debenture Holders want to exercise an Early Redemption Option, they can do so upon expiry of the Lock-in Period, provided that a written notice of 15 (fifteen) days before lock in period is issued by each such Debenture Holder to the Company wanting to exercise an Early Redemption Option. The Company within 15 (fifteen) days of receipt of such a notice shall transfer the entire outstanding due amount in relation to the Debentures held, to the relevant Debenture Holders, thereby ensuring redemption of the Debentures in full or in part, to the extent applicable.

- (b) At the option of the Company

In the event the Company wants to exercise an Early Redemption Option, it can do so upon expiry of the Lock-in Period, provided that a written notice of 15 (fifteen) days before lock-in period is issued to the Debenture Holders. The Company shall within 15 (fifteen) days from the date of issuance of such written notification, transfer the entire outstanding due amounts in relation to the Debentures to the Debenture Holders, thereby ensuring full redemption of the Debentures.

### **3.4 Option to extend the redemption terms**

- a. The Company shall have an option to extend the Tenure for redemption of any or all the Debentures either on or prior to the [maturity date] ("Extended Debentures"), for a further period of 3 (three) years from the [maturity date] with the prior consent, in writing of a Debenture Holder ("Extension Option")
- b. The Company shall share a revised Redemption Schedule with the Debenture Holders who exercise the Extension Option. The Company shall redeem all the Debentures issued to the Debenture Holders who do not exercise the Extension Option on the maturity date as per the Redemption Schedule.
- c. The Extended Debentures shall have a lock-in period of 12 (twelve) months from the date of extension of the maturity period for the Extended Debentures ("Lock-in Period"). Upon completion of the Lock-in Period, both the Company and the Debenture Holders shall be entitled to exercise an option to redeem the Extended Debentures early [as per the terms provided herein] ("Extended Early Redemption Option")

### **3.5 Consequences of an Event of Default**

Notwithstanding anything contained here in this Annexure A or anywhere else in the Debenture Trust Deed and without prejudice to the other rights and remedies available to the Debenture Holders, upon the occurrence of any event of default under the Debenture Trust Deed, the Debenture Holders shall have such rights as may be captured in the Debenture Trust Deed.

### **3.6 Mode of Payment**

On a repayment date, the Company shall pay the Repayment Installment to the Debenture Holders for value at the time and in such funds specified by the Debenture Holders as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the form and manner acceptable to the Debenture Holders in such account with such bank as the Debenture Holders specifies.

## **4. ALLOTMENT, ISSUANCE AND DELIVERY OF DEBENTURES**

The entire process of allotment, issuance and delivery of the Debentures to the Debenture Holders shall be completed within 6 (six) months from the passing of the board resolution for issuance of Debentures by the Company.

## **5. SECURITY**

Subject to various provisions of the Debenture Trust Deed and Hypothecation Deed, the redemption

of the entire principal amount of the Debentures (being the subscription price of the Debentures) and payment of all interest Amounts due shall be secured by the security specified herein on which charge shall be created in accordance with such terms as may be set out in the Debenture Trust Deed and Hypothecation Deed.

**ANNEXURE B**

**DETAILS OF ALLOTMENT**

**Number of persons to whom allotment on private placement/preferential basis/right basis has already been made during the year**

<b>Date of Allotment</b>	<b>Number of Persons*</b>	<b>Nature of Allotment</b>	<b>Kind of Security</b>	<b>No. of Securities</b>	<b>Face Value (in Rs.)</b>	<b>Issue Price (in Rs.)</b>	<b>Consideration (in Rs.)</b>
June 20,2019	37	Private placement	Non Convertible debentures	2425	1,00,000	1,00,000	24,25,00,000
October 17,2019	39	Private placement	Non Convertible debentures	2000	1,00,000	1,00,000	20,00,00,000
January 28,2020	10	Preferential allotment	Compulsory Convertible debentures	1,61,50,000	60	60	*24,22,50,000

**\*Received 25% as an application money remaining amount will be called in calls.**