

- 4) **Related party transactions entered during the last three financial years immediately preceding the year of the circulation of the Offer cum Application Document including with regard to loans made or, guarantees given or securities provided**

Refer Note 42 of Annual Report

- 5) **Summary of reservations or qualifications or adverse remarks of the auditors in the last five financial years immediately preceding the year of the circulation of the Offer cum Application Document and of their impact on the financial statements and financial position of the Issuer and the corrective steps taken and proposed to be taken by the Issuer for each of the said reservations or qualifications or adverse remark**

Nil

- 6) **Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act 2013 or any previous company law in the last three years immediately preceding the year of circulation of the Offer cum Application Document in the case of the Issuer and all of its subsidiaries. Further, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Offer cum Application Document and if so, section-wise details thereof for the Issuer and all of its subsidiaries**

Nil

- 7) **Details of acts of material frauds committed against the Issuer in the last three years, if any, and if so, the action taken by the Issuer**

Nil

## XXVIII. TERMS OF THE ISSUE : DETAILS OF THE ISSUE (“TERMSHEET”)

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| Security Name                    | Debentures   |
| Issuer                           | CESC Limited   |
| Date of passing board resolution | 8 September 2020   |
| Type of Instrument               | Secured, Redeemable, Rated, Listed, Non-Convertible Debentures (“NCD”)   |
| Nature of Instrument             | Secured  |
| Seniority                        | Senior   |
| Mode of Issue                    | Private Placement  |
| Debenture Trustee                | IDBI Trusteeship Services Limited  |
| Eligible Investors               | <ul style="list-style-type: none"> <li>• Banks</li> <li>• Financial Institutions</li> <li>• FPIs</li> <li>• Mutual Funds</li> <li>• Insurance Companies</li> <li>• Provident and Pension and Gratuity Funds</li> <li>• Companies and Bodies Corporate including Public Sector Undertakings</li> <li>• Individuals and Hindu Undivided Families</li> <li>• Partnership Firms</li> <li>• Any other investor authorized to invest in these debentures</li> </ul> <p>Applications can only be made by the applicants/institutions to whom this offer is addressed.</p> |

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| Listing (including name of stock Exchange(s) where it will be listed and timeline for listing) | <p>The Issuer proposes to list the Debentures on the WDM segment of the NSE in accordance with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time.</p> <p>In case of delay in listing of the Debentures, the Issuer will pay penal interest over the Coupon Rate for the period of delay as required under the SEBI regulations.</p>   |
| Number of NCDs to be issued  | Upto 2,000 (Two thousand) to be issued.   |
| Rating of the Instrument   | CARE AA by CARE Ratings Limited   |
| Issue Size   | Upto INR 25 Crores (Rupees Twenty five crores) (with an option to retain oversubscription of upto INR 175 Crores (Rupees One hundred and seventy five crores)).   |
| Option to retain oversubscription (Amount)   | The Issuer may at its sole discretion elect to retain oversubscription upto INR 175 Crores (Rupees One hundred and seventy five crores). Upon exercise of such option (if any), the Issue Size shall stand increased accordingly.   |
| Objects of the Issue /Use of Proceeds  | <p>Proceeds of the Issue shall be utilized for fresh capital expenditure, long term working capital, reimbursement of capital expenditure incurred, refinance of loans and/or long term working capital borrowing.</p> <p>Issue proceeds will not be used for acquisition of land or for investing in capital markets and for purposes not eligible for bank finance.</p> <p>The Company shall not use (or permit or authorise any person or entity to use) the proceeds of the Debentures (directly or indirectly):</p> <ul style="list-style-type: none"> <li>(i) for acquisition of land;</li> <li>(ii) for investment in capital markets (shares or debentures);</li> <li>(iii) in connection with a thermal power plant or a coal mine; or</li> <li>(iv) any other purpose which is prohibited under Applicable Law (including, but not limited to Environmental or Social Laws and any regulations, guidelines or directions issued by the RBI in respect of loans and advances by banks and/or any illegal activity).</li> </ul> <p>In case any holder of Debenture is a foreign portfolio investor, the Company shall not use (or permit or authorise any person or entity to use) the proceeds of the Debentures (directly or indirectly) for any purpose not permitted by the SEBI or RBI guidelines, which as of the date of the Information Memorandum are investment in real estate business, capital market and purchase of land.</p> |
| Details of the utilization of the Proceeds   | Refer to Objects of Issue   |
| Coupon Rate  | Benchmark Rate + Spread   |
| Spread   | 240 bps pa  |
| Step Up/Step Down Coupon Rate <sup>1</sup>   | Not Applicable  |
| Coupon Payment Frequency   | Annual  |
| Benchmark Rate   | <p>12 month T-bill Rate ("Rate") as published by Financial Benchmarks India Pvt Ltd ("FBIL") on the FBIL's website <a href="http://www.fbil.org.in/">http://www.fbil.org.in/</a> under the "T-Bill Rate" menu or on such other part of the respective website as may be reorganized from time to time.</p> <p>In case of non-availability of the Rate from FBIL, the Issuer and the Debenture Trustee (acting on behalf of the investors) shall mutually agree to obtain the Rate from an alternate source as soon as practicable or at the latest within one Business Days of the</p>  |

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|  | <p>respective Coupon Reset Date.</p> <p>In case the Issuer and the Debenture Trustee (acting on behalf of the investors) cannot mutually agree to obtain the Rate as described above, then the NCDs shall be prepaid on the sixth Business Day calculated from the respective Coupon Reset Date utilizing the Rate as published by FBIL on its website as on the last Coupon Reset Date preceding the non-availability of the Rate.</p> <p>Provided that if at any time Benchmark Rate is less than 0%, then Benchmark Rate shall be 0%.</p> |
| Coupon Payment Dates   | <p>23 December 2021</p> <p>15 December 2022</p> <p>7 December 2023</p>   |
| Coupon Type  | Simple interest, payable annually  |
| Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc). | Coupon will be reset annually from date of first subscription (being the Coupon Reset Date) and will be linked to Benchmark Rate as defined above. The Spread will remain constant during the Tenor of the NCD   |
| Coupon Rate Determination Date   | Coupon will be determined based on the closing rate of Benchmark Rate on 1 Business Day prior to Issue Close Date and on 1 Business Day prior to Coupon Payment Dates  |
| Day Count Basis  | Actual/365   |
| Interest on Application Money  | Not Applicable, as Pay in Date and Deemed Date of Allotment are same   |
| Default Interest Rate  | Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, the Company shall pay additional Interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.  |
| Tenor  | 1074 days from Deemed Date of Allotment.   |
| Redemption Date  | 7 December 2023  |
| Redemption Amount  | At Face Value (INR 10 lakhs per NCD)   |
| Redemption Premium/Discount  | Nil  |
| Issue Premium/Discount   | Nil  |
| Issue Price  | At par, ₹10 Lakhs per NCD  |
| Discount at which security is issued and the effective yield as a result of such discount.       | Nil  |
| Put Date   | Not Applicable   |
| Put Price  | Not Applicable   |
| Call Date  | Not Applicable   |
| Call Price   | Not Applicable   |
| Put Notification Time  | Not Applicable   |
| Call Notification Time   | Not Applicable   |
| Face Value   | INR 10,00,000 per NCD  |
| Minimum Application and in multiples of [___] Debt   | 1 NCD and in multiples of 1 NCD thereafter   |

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| securities thereafter  |  |
| Issue Timing   |  |
| Issue Open Date  | 24 December 2020   |
| Issue Close Date   | 24 December 2020   |
| Pay-In Date  | 28 December 2020   |
| Deemed Date Of Allotment /Pay In Date  | 28 December 2020   |
| Issuance mode of the Instrument  | In Demat mode only   |
| Trading mode of the Instrument   | In Demat mode only   |
| Settlement mode of the Instrument  | Payment of Interest and repayment of Principal shall be made by way of credit through RTGS/ Electronic Fund Transfer or any other electronic mode offered by the Banks.  |
| Depository   | National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited  |
| Registrar  | Link Intime India Private Limited  |
| Business Day Convention <sup>2</sup>   | <p>A “Business Day” / “Working Day” shall be a day (other than Saturday and Sunday) on which commercial banks are open for business in the city of Mumbai.</p> <p>If any Coupon Payment Date (except coupon falling due on the Redemption Date) falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day and the interest amount will be the interest accrued on the NCDs until but excluding the Coupon Payment Date originally stipulated. However, the next interest period will continue to commence from the Coupon Payment Dates originally stipulated.</p> <p>If the Redemption Date (also being the last Coupon Payment Date) of the NCDs falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the immediately preceding Business Day.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the immediately preceding Business Day will be considered as the Record Date.</p> |
| Record Date  | 15 days prior to the Coupon payment date/Maturity Date/Redemption Date on which the determination of the persons entitled to receive interest/redemption of principal in respect of the Debentures (i.e. persons whose names are registered in the Register of Debenture holders or NSDL record) shall be made.  |
| Description regarding Security (where applicable) including description, type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), likely date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, | <p>Secured by way of first pari passu charge on all movable fixed assets of the Issuer, with minimum asset cover of 1.40 times of the aggregate face value of NCDs outstanding at all times (after taking into account other debt secured against such assets). The Issuer shall have good title to assets, to be provided as security.</p> <p>Security created under the Deed of Hypothecation in relation to the issue of Debentures will become effective on execution of a deed of hypothecation confirmation which shall be completed on or before 31 August 2021.</p> <p>Revaluation and replacement of security as provided in the Transaction Documents.</p>   |

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| interest to the debenture holder over and above the coupon rate as specified in the Trust Deed trust deed and disclosed in the Offer Document/ Information Memorandum, offer document, name and address of the valuer performing valuation of the security). |  |
| Transaction Documents <sup>3</sup>   | <ol style="list-style-type: none"> <li>1. Information Memorandum containing this Term Sheet and PAS 4;</li> <li>2. Debenture Trust Deed;</li> <li>3. Debenture Trustee Agreement;</li> <li>4. Consent Letter from the Debenture Trustee</li> <li>5. Credit Rating Letter &amp; Credit Rating Rationale</li> <li>6. Security Document(s); and</li> </ol> <p>Any other document as agreed between the Issuer and the Debenture Trustee</p>   |
| Future Borrowings and Automatic Approvals to the Issuer  | As long as the Company maintains the stipulated security cover in respect of NCD's, the Company shall be entitled to borrow/raise loans or avail of financial assistance in whatever form and also issue Debentures/Notes/other securities in any manner and to change its capital structure without the consent of Debenture holders/Debenture Trustee. Further, the Company shall not further encumber the security without the prior consent of the Debenture Trustee. Debenture Trustee shall be empowered to cede further charge after seeking consent from the Debenture holders, as long as the Issuer satisfies the above requirement of minimum security cover maintenance. However, the Debenture Trustee may issue necessary waiver (acting on the instructions of the debenture holders) on written application of the Company   |
| Representations and Warranties   | As provided in the Debenture Trust Deed  |
| All Covenants of the Issue (Including side letters, Accelerated payment clause)  | <p>Customary for transaction of this nature and other appropriate clauses in opinion of the Investor for this transaction, including but not limited to the following:</p> <p><b><u>General Covenants:</u></b></p> <ul style="list-style-type: none"> <li>• No dividend to be declared nor any payment to equity holders to be made, if an Event of Default resulting from any payment default has occurred and is subsisting. Further, no dividend to be declared nor any payment to equity holders to be made, if an Event of Default resulting from any other default other than payment default has occurred and is subsisting for a period of 30 days.</li> <li>• Any sale of movable fixed asset, with a value/consideration of more than ₹ 500 Crs p.a., has to be with the prior consent of the Debenture Trustee</li> </ul> <p><b><u>Management Control / Shareholding Covenant:</u></b></p> <p>The existing Promoters should retain management control and at least 44% shareholding of the Company directly or through affiliates / associates / subsidiaries during the tenure of the Debenture.</p> <p><b><u>Financial Covenants:</u></b></p> |

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|                                      | <p>To be tested on a semi-annual basis in March and September of every year based on the stand alone financials.</p> <ul style="list-style-type: none"> <li>Fixed Assets Coverage Ratio &gt; 1.40x</li> <li>Debt to Net worth Ratio &lt; 2.33x</li> </ul> <p>Fixed Assets Coverage Ratio: Total Moveable fixed assets (Net Block) / Long Term Borrowings</p> <p>Debt to Net Worth ratio: Long Term Debt / Net Worth.</p>  |
| Information Undertakings             | <ul style="list-style-type: none"> <li>Copies of its consolidated and standalone audited accounts, including a balance sheet and profit and loss account as soon as they are published on the website of the Exchange or 90 days from the end of each of its financial year and its consolidated and standalone unaudited interim statements (if they are required by the Investors) within 5 days of receipt of such request, or 60 days after the end of the Relevant Period, whichever is later; In the event the prescribed dates are extended by SEBI for publication, the above will be submitted within 7 days of such date.</li> <li>Copies of its consolidated and standalone unaudited quarterly accounts relating to each Relevant Period as soon as they are published on the website of the Exchange or 45 days from the end of the Relevant Period to which they relate. In the event the prescribed dates are extended by SEBI for publication, the above will be submitted within 7 days of such date.</li> <li>Issuer to provide end-use certificate within 30 days of Deemed Date of Allotment confirming that no part of the Issue has been used for purpose ineligible for bank finance as per RBI guidelines</li> <li>Others as required by the Debenture Trustee in the Transaction Documents.</li> </ul> <p>“<u>Relevant Periods</u>” means each consecutive period of three months during a financial year of the Issuer and, in addition, each period of twelve months ending on the last day of a financial year of the Borrower (each a “<b>Relevant Period</b>”).</p> |
| Conditions Precedent to Disbursement | <p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following, as is customary to transactions of similar nature, including:</p> <ol style="list-style-type: none"> <li>Written consent letter from Debenture Trustee, conveying their consent to act as Trustees for the Debenture holders;</li> <li>Execution of Debenture Trustee Agreement</li> <li>Execution of Debenture Trust Deed</li> <li>Execution of the Deed of Hypothecation in relation to the issue of Debentures</li> <li>Rating letter from rating agency</li> <li>Written consent letter from the registrar, conveying their consent to act as Registrar to the issue</li> <li>Board and Committee resolutions of the Issuer as required under the Companies Act 2013 for issuance of the NCDs</li> <li>Copy of the certificate from an independent chartered accountant confirming that borrowing limit binding on it under Section 180(1)(c) of the Companies Act, 2013 will not be exceeded upon the allotment of the Debentures</li> <li>A copy of the application made by the Company to the tax authorities for issuance of a no-objection certificate from the tax authorities under Section 281 of the Income Tax Act, 1961 in respect of the security to be created by the Company</li> <li>A draft of the physical jumbo debenture certificate for the issuance which has been</li> </ol>  |

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|   | <p>cancelled for dematerialization.</p> <p>11. Information Memorandum in a form compliant with all disclosure requirements prescribed under the (i) the Companies Act, 2013; and (ii) SEBI (Issue and Listing of Debt Securities) Regulations, 2008</p> <p>12. A certificate from an independent chartered accountant confirming that the borrowing limits binding on the Company will not be exceeded (including any limits imposed under any resolution passed by the shareholders of the Company), upon allotment of the Debentures; and</p> <p>13. Compliance by the Company of all applicable laws and regulations pertaining to the Issuance of the NCD.</p> <p>Besides, the Issuer shall provide such documents or perform all activities as specifically provided in the Debenture Trust Deed.</p>   |
| Condition Subsequent to Disbursement  | <p>The Issuer shall ensure that the following documents are executed/activities are completed as required in transactions of a similar nature, including:</p> <ol style="list-style-type: none"> <li>1. Ensuring that the payment made for subscription to the NCDs is received from the bank account of the person/entity subscribing to the NCDs and keep record of the bank accounts from where payments for subscriptions have been received. In case of subscriptions to the NCDs to be held by joint holders, application monies are received from the bank account of the person whose name appears first in the Application form;</li> <li>2. Maintaining a complete record of private placement in form PAS5;</li> <li>3. Filing a return of allotment of NCDs with complete list of all Debenture holders in Form PAS-3 under section 42 of the Companies Act, 2013, with the Registrar of Companies, Kolkata within fifteen days of the Deemed Date of Allotment along with the fee as provided in the Companies (Registration Offices and Fees) Rules, 2014;</li> <li>4. Credit of demat account(s) of the allottee(s) by number of NCDs allotted within two working days from the Deemed Date of Allotment;</li> <li>5. Receipt of resolution of the shareholders under Section 180(1)(a) of the Companies Act, and notification of the creation of security and perfection of the security on or before 31 August 2021;</li> <li>6. A physical jumbo debenture certificate for the issuance which has been cancelled for dematerialization to be provided on the next day of the Pay In Date or the date of allotment, whichever is later.</li> <li>7. Confirmation from the Debenture Trustee that security has been created and perfected in accordance with the Debenture Trust Deed such that the Debenture Trustee is satisfied that the Security Cover is equal to or higher than the Required Security Cover during the tenor of the NCDs</li> </ol> <p>Besides, the Issuer shall provide such documents or perform all activities, whether mandatory or otherwise, as specifically provided in the Debenture Trust Deed.</p> |
| Events of Default (including manner of voting/conditions of joining inter creditor agreement) | <p>Events of default shall be as stated in the Debenture Trust Deed, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. The Issuer does not pay on the due date(s) any amount payable pursuant to the Transaction Documents (whether at scheduled maturity, by acceleration or otherwise) at the place at and in the currency in which it is expressed to be payable;</li> <li>2. Pursuant to the provisions of Insolvency and Bankruptcy Code, 2016 (“Code”), any application is filed by a financial creditor against the Issuer and the same is not dismissed by the Adjudicating Authority within the number of days specified in section 7 of the Code for ascertaining the existence of a default; or a notice of demand is issued by an operational creditor against the Issuer and the same not disputed by the Issuer within the period stipulated in section 8 of the Code; or a corporate applicant has filed an application for initiating corporate insolvency resolution process or on occurrence of any of the events under section 271 of the Companies Act, 2013;</li> </ol>   |

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|  | <p>3. The Issuer admits in writing its inability to pay its Indebtedness as they fall due or suspends making payments on any of its Indebtedness or by reason of actual financial difficulties commences negotiations with one or more banking/ non-banking financial lenders (excluding trade creditors) with a view to rescheduling its Indebtedness;</p> <p>4. Failure to create and perfection security within the timelines agreed in the Transaction Documents;</p> <p>5. Failure to perform under any Covenants or breach of, Representations and Warranties of the Transaction Documents unless otherwise agreed/ consented to by the Debenture Trustee therein or otherwise mentioned in this term sheet as a separate event of default;</p> <p>6. Any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made;</p> <p>7. There shall have occurred a material change in the business, operations, property, assets, liabilities or financial condition of the Issuer since the date of the Transaction Documents that has resulted in a Material Adverse Change;</p> <p>8. Any expropriation, attachment, sequestration, distress or execution order affecting assets of the Issuer;</p> <p>9. Failure by the Borrower to pay any amount under any Court order or decree or judgment against the Issuer;</p> <p>10. Any corporate action, legal proceedings or other procedure or step is taken in relation to material composition, material compromise, material assignment or material arrangement with any lender to the Company that results in a Material Adverse Change effecting the ability of the Issuer to repay the outstanding amount;</p> <p>11. Control of the Issuer passing or having passed to any person or persons, acting either individually or in concert, who did not control the Issuer at the date of this IM, without the prior written consent of the Debenture Trustee; and</p> <p>12. If the Issuer is held to be a Willful Defaulter, or if any of their Directors / promoters is a director/ promoter of any other company / entity that is held to be a Wilful Defaulter by any bank, financial institution or other entity in accordance with the guidelines/circulars issued by the RBI from time to time in this regard.</p> <p>13. Change in control of the Issuer without prior approval of the Debenture Holders.</p> <p>14. Manner of voting shall be as provided in the Debenture Trust Deed. Debenture Holders to resolve joining of inter creditor agreement by way of Majority Vote.</p> |
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| Provisions related to Cross Default Clause                 | <p>The following shall also constitute an Event of Default:</p> <ol style="list-style-type: none"> <li>1. If the Issuer, in regards to any Indebtedness defaults in any payment of Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created, or materially defaults in the observance or performance of any financial covenant in any agreement or condition relating to any Indebtedness the effect of which default or other event or condition is to cause any such Indebtedness to become due prior to its stated maturity. "Indebtedness" shall mean any term loan, working capital loan, commercial paper or borrowing raised by the Issuer by issue of non-convertible debentures to its lenders / investors.</li> <li>2. If the Issuer, in regards to any Indebtedness defaults in any payment of Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created, or materially defaults in the observance or performance of any financial covenant in any agreement or condition relating to any Indebtedness the effect of which default or other event or condition is to cause any such Indebtedness to become due prior to its stated maturity. "Indebtedness" shall mean any amount more than INR 25 Crores raised by the Issuer in the form of a term loan, working capital loan, commercial paper or borrowing. Breach of any of the material terms of the Transaction Documents.</li> </ol> |
| Promoter's contribution or director's contribution, if any | Not Applicable   |
| Consequences of Event of Default                           | <p>The consequences of default will, include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Acceleration of all outstanding dues, cancellation of total Issue and enforcement of security;</li> <li>• Enforce its right under the Transaction Documents;</li> <li>• Appropriate any amount in the Accounts and utilize it for payment/repayment of any amount outstanding under the Issue;</li> </ul> <p>Any cost incurred on any of the above shall be borne by Issuer</p>   |
| Conditions for Breach of Covenants                         | As per the Transaction Documents   |
| Creation of Recovery Expense Fund                          | Issuer shall create the Recovery expense fund as per the timelines prescribed by SEBI.   |
| Wilful Defaulter   | <p>The Issuer has not been declared as a wilful defaulter by any bank, financial institution or other entity within the meaning of the term as set out in the guidelines/circulars issued by the Reserve Bank of India ("RBI") from time to time in this regard. Further, none of the directors of the Issuer is or are directors/ promoters of any other company/ entity that has been declared as a wilful defaulter by any bank, financial institution or other entity within the meaning of the term as set out in the guidelines/circulars issued by the RBI from time to time in this regard. If a director is declared a wilful defaulter or such director is a director in another entity declared to be a wilful defaulter, then the Issuer shall, and shall procure that its board of directors, take all such steps as may be necessary to ensure that such director is removed from the board.</p> <p>The Issuer will not appoint/ permit appointment as a director or senior executive of the Issuer any person who cannot be appointed as such in accordance with the guidelines/ circulars issued by the RBI or the Securities and Exchange Board of India from time to time in this regard and in case such a person is found to be on its board, it would take expeditious and effective steps for removal of the person from its board.</p>  |
| Transfer of Debentures                                     | Any Debenture holder who wishes to transfer the Debentures will give at least 10 days  |

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|  | prior notice in writing to the Issuer; provided however that this requirement to provide prior notice will not apply in circumstances where it has or will become unlawful for the transferring Debenture holder to hold the Debentures.   |
| Material adverse change                      | <p>The effect of consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination or could be expected to cause a material and adverse effect on the performance of its obligations relating to the Instruments in the following cases:</p> <ol style="list-style-type: none"> <li>1. The ability of the Issuer to perform their obligations under the Transaction Documents</li> <li>2. The validity or enforceability of, or the effectiveness of any Transaction Documentation</li> </ol>   |
| Other expenses                               | Any expenses that may be incurred towards executing of this transaction including NCD issuance, security creation, custodial services, payment of stamp duty, fees for legal, accounting, due diligence and others shall be borne by the Issuer.   |
| Interest tax, Service tax, levies and duties | <p>All rates of interest and other charges to be made by the Company as mentioned herein are exclusive of GST and/or any such levies/duties, such GST, other levels/duties, if any applicable (excluding Income tax), shall be payable by the Issuer to the investor over and above the rates mentioned hereinabove.</p> <p>Income Tax or such other tax as may be required to be deducted at source under the Income Tax Act or any other applicable Act/Rules shall be deducted from the Interest payable by the company. In case the Debenture Holder(s) on Coupon Payment Date is not the Initial Debenture Holder, the Debenture Holders shall submit necessary declaration and applicable certificates (if required from the relevant tax authorities) for determination of appropriate tax deduction rate.</p>  |
| Contractual right of set-off                 | In addition to any general lien or set-off or similar right which the Debenture Holders may be entitled to at law or otherwise, and without prejudice to any other rights of the Debenture Holders and obligations of the Issuer in relation to the investment by the Debenture Holders, the Debenture Holders may at any time, without prior notice to the Issuer, apply any credit balance (whether or not then due) to which the Issuer is at any time, legally or beneficially entitled on any account(s) and any sum(s) held to the Issuer's order with the Debenture Holders, or any of their affiliates in any jurisdiction, in or towards satisfaction of any of the Issuer's liabilities to the Debenture Holders   |
| Waiver of Consequential damages              | The Issuer acknowledges that, in connection with the Transaction Documents and the transactions contemplated thereby, none of the Debenture holders or their affiliates shall be liable to the Issuer (save and except as to the extent of Investor's fraud, gross negligence or wilful default) or have any liability for any special, indirect, consequential or punitive damages.   |
| Disclosure of information                    | <p>The investors may disclose information relating to the Debentures as may be required under applicable laws and regulations. The investors may also disclose information as required to its affiliates, group entities, professional advisers and service providers. (i) The Issuer hereby agrees and gives consent for the disclosure by the Debenture holders of all or any such;</p> <ol style="list-style-type: none"> <li>(a) information and data relating to it,</li> <li>(b) information or data relating to any borrowing or investment availed of/to be availed by it, and</li> <li>(c) obligations assumed / to be assumed by the Issuer in relation to the Transaction Documents or the Debentures and default, if any, committed by it, in discharge of the said obligations as the Debenture holders may deem appropriate and necessary,</li> </ol> <p>to the Credit Information Bureau (India) Ltd, any Information Utility under the Insolvency and Bankruptcy Code, 2016 and any other agency authorised in this behalf by the Reserve Bank of India.</p> |

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|  | <p>(ii) The Issuer declares that the information and data furnished by the Issuer to the Debenture holders is true and correct.</p> <p>(iii) The Issuer undertakes that:</p> <p>(a) the Credit Information Company, any Information Utility under the Insolvency and Bankruptcy Code, 2016 and any other agency so authorised may use, process the said information and data disclosed by the Issuer in the manner as deemed fit by them; and</p> <p>(b) the Credit Information Company, any Information Utility under the Insolvency and Bankruptcy Code, 2016 and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.</p> <p>The Issuer irrevocably agrees and consents to the Debenture Holder, at any time, disclosing or sharing, or in any other manner making available any information concerning the Issuer, its business, its accounts held with the Debenture Holders or another group member of the Debenture Holders including, any branch, related companies, affiliates (collectively the “<b>Group Members</b>” and individually a “<b>Group Member</b>”), including the financial position of the Issuer and the facilities granted to the Issuer to: (a) any office or branch of the Debenture Holders or another Group Member (each such person and the Secured Party, a “<b>Recipient</b>”) or any assignee or transferee of the Debenture Holders and each Recipient may disclose or share such information between each other or to any person referred to in paragraphs (d) and (e) below;; (b) any agent or service provider of the Debenture Holders or another Group Member in connection with any facility provided to the Issuer; (c) any guarantor or third party security provider of the Issuer; (d) any regulator or governmental authority with jurisdiction over the Debenture Holders; (e) any court of law; or (f) any bank or financial institutions as per normal banking practices.</p> <p>The Issuer undertakes to authenticate any information that may be made available by the Debenture Trustee to any Information Utility (“<b>IU</b>”) as per the Insolvency and Bankruptcy Code, 2016 without delay whenever requested by the concerned IU.</p> <p><b>Personal Data Protection</b></p> <p>(a) If the Company provides the Debenture Holders with personal data of any individual as required by, pursuant to, or in connection with the Transaction Documents, the Company represents and warrants to the Debenture Holders that it has, to the extent required by Applicable Law, (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed; and (ii) obtained such individual’s consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the Debenture Holders, in each case, in accordance with or for the purposes of the Transaction Documents, and confirms that such individual has granted such consent and it is authorised by such individual to provide such consent on his/her behalf.</p> <p>(b) The Company agrees and undertakes to notify the Debenture Trustee promptly upon its becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by any Debenture Holder of any personal data provided by the Company to any Debenture Holder.</p> <p>(c) Any consent given pursuant to the Debenture Trust Deed or any Transaction Document in relation to personal data shall, subject to all Applicable Laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such</p> |
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|  | <p>individual and the termination or expiration of the Debenture Trust Deed.</p> <p>(d) The Company acknowledges that it has (where applicable) read and understood each Debenture Holder's circular relating to the relevant personal data protection law for corporate and institutional parties or the equivalent thereof (each, a "<b>Privacy Circular</b>"), which is available upon request, and which explains the purposes for which a Secured Party may collect, use, disclose and process (collectively, "process") personal data of individuals.</p> <p>The Company agrees that nothing in this paragraph shall be deemed to constitute an express or implied agreement by it for a higher degree of confidentiality than that prescribed in any Applicable Law.</p>   |
| OFAC Compliance                                | <p>Neither the Issuer nor any other person benefiting in any capacity in connection with the issue of Debentures and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated by the United States of America (including its Office of Foreign Assets Control ("OFAC")), India, United Nations, European Union, and/or any other country (collectively, the "Sanctions"). The Issuer hereby acknowledges, covenants and agrees that:</p> <p>(i) the Sanctions may become applicable with respect to the issue of Debentures and/or transactions thereunder, including to any documentary credits and/or guarantees issued and/or disbursements and/or payments made by the Debenture Holder pursuant to the Transaction Documents. Sanctions may pertain inter alia, to the purpose and/or end use of the borrowing by way of Debentures, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities (including the relevant office of the Debenture Holders). Consequently, disbursement, issuance, payment and/or processing under the Transaction Documents by the Debenture Holders(s) may become subjected to the Sanctions and the Debenture Holders shall have the unconditional right to refuse to process any transactions that violate/may violate any Sanctions;</p> <p>(ii) it shall ensure that the transactions do not violate any Sanctions and that no persons, entities or otherwise, currently subject to any Sanctions are involved in any transactions hereunder. The Issuer agrees that it shall not avail of the proceeds from the issue of the Debentures or use the proceeds of the issue of the Debentures in any transaction with, or for the purpose of financing the activities of, any person currently subject to any Sanctions as aforesaid; and</p> <p>(iii) it shall indemnify and hold harmless the Debenture Holders, to the fullest extent permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the Debenture Holders as a result of any breach by it of its representations and undertakings contained herein pertaining to the Sanctions and/or due to any action taken by the Debenture Holders pursuant to the Sanctions. No action taken by the Debenture Holders pursuant to the Transaction Documents, including investment into Debentures, issuance of any financial instruments thereunder or processing of any payments or transactions, nor any action taken by the Issuer in relation thereto, shall be deemed to be a waiver of any of the Debenture Holders' rights nor shall they act to relieve the Issuer of its obligations or liabilities in relation thereto.</p> |
| Waiver of Sovereign Immunity                   | <p>The Issuer is not, will not be entitled to, and will not claim immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to the NCDs or the Transaction Documents.</p>   |
| Role and Responsibilities of Debenture Trustee | <p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the NCDs and shall further conduct itself, and comply with the provisions of all applicable laws. The Trustees shall carry out its duties and perform its functions as required to</p>  |

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|                                      | discharge its obligations under the terms of Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and the Debenture Trusteeship Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty. |
| Risk Factors pertaining to the Issue | Refer Clause XXIV on Page 39 of the Information Memorandum.   |
| Governing Law and Jurisdiction       | The NCDs are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Kolkata, West Bengal.   |

Notes:

- If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.*
- The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.*
- The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
- While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.*

## XXIX. MATERIAL CONTRACTS AND AGREEMENTS

**Set out below is the statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company in relation to this Issue**

- Certified copy of the Memorandum and Articles of Association of the Issuer;
- Certified true copy of resolution of the Board of Directors dated 8 September 2020 and the resolution of a committee of the Board of the Company dated 23 December 2020 authorising the Issue, and to take all steps and to settle the terms and conditions of the such debentures, attached as Annexure III to this Information Memorandum;
- Copy of the certificate from an independent chartered accountant confirming that the borrowing limit binding on it under Section 180(1)(c) of the Companies Act, 2013 will not be exceeded, upon the allotment of the Debentures;
- Annual Reports of the Issuer for the Financial Years ended March 31, 2020, March 31, 2019 and March 31, 2018;
- Consent letter from the Debenture Trustee issued on 21 December 2020 attached as Annexure I to this Information Memorandum;
- Certificate from an independent chartered accountant of the Issuer dated 21 December 2020 stating that the Issue will be within the overall borrowing limits applicable to the Issuer;
- Debenture Trustee Agreement between the Debenture Trustee and Issuer dated 23 December 2020;
- Tripartite Agreement between NSDL, Registrar and Issuer dated 2 May 2003;
- Tripartite Agreement between CDSL, Registrar and Issuer dated 10 April 2003.

The copies of the above material documents and contracts are available for inspection between 11 am and 1 pm on all working days at the registered office of the Company as mentioned below:

Registered Office: CESC House, Chowringhee Square, Kolkata - 700001