பதிவுத்துறை

இரசீது - ஆவணப்பதிவு

இரசீது எண் : 14841/2019

ஆவண எண் : R/ Thiruporur/ BOOK-1/ 10420 / 2019

திரு வினய் குமார் மிஷ்ரா அவர்களிடமிருந்து ₹ 51,020 (ரூபாய் ஐம்பத்தொன்றாயிரத்து இருபது மட்டும்) [இணைய வழி: REG201908015657178 ₹ 50150,POS: 001868414429 ₹ 870] கீழ்க்கண்ட விவரப்படி பெற்றுக் கொள்ளப்பட்டது.

வ.எண்	விவரம்	தொகை (₹)
1	முத்திரைத்தீர்வை (முத்திரைச் சட்டம் பிரிவு 41ன் படி)	40,000
2	பதிவுக் கட்டணம்	10,000
3	கணினிக் கட்டணம்	970
4	குறுந்தகடுக் கட்டணம்	50
	செலுத்தப்பட்ட மொத்தத் தொகை	51,020

குறிப்பு: இந்த அசல் ஆவணம் உடனடியாக பக்க சான்று இடப்பட்டு ஒளி வருடல் செய்யப்பட்டு திரும்ப வழங்கப்படும். ஆகவே அசல் ஆவணத்தைத் திரும்பப் பெற தகுதி பெற்ற திரு / திருமதி /செல்வி திரு PRABHU இது தொடர்பாக குறுஞ்செய்தி பெற்றவுடன் அசல் ரசீதை அளித்து அசல் ஆவணத்தை திரும்ப பெற்றுக்கொள்ளலாம். இதில் ஏதேனும் இடர்பாடுகள் இருப்பின் கட்டணமில்லா தொலைபேசி எண் 1800-102-5174 - ஐ தொடர்பு கொள்ளவும்.

திருப்போரூர் அலுவலகம்

நாள்: 02/08/2019

பதிவு அலுவலர் திருப்போரூர் / சார்பதிவாளர் முத்திரையொப்பம்

உருவாக்கப்பட்ட ஆவண/ வரைவு ஆவணச் சுருக்க விவரம்

பயனர் பெயர்	முழுப் பெயர்	கைப்பேசி எண்	உருவாக்கப்பட்ட நாள்
nasima (குடிமக்கள்)	Nasima Nasi	9500054081	01-08-19 01:20:34 PM

அசல் ஆவணத்தைத் திரும்பப் பெறும்போது உரிய நபரின் விரல் ரேகை பெறப்படுகிறதா என உறுதிசெய்து கொள்ளவும்.

ஆவணதாரர்கள் தங்களின் சரியான கைபேசி எண்ணைப் பதிவுக்கு தாக்கலாகும் ஆவணத்தில் தெரிவித்தால் ஆவணம்/சொத்தின் நிலை குறித்த குறுஞ்செய்தியை பெறலாம்.

ஆவணத்தை குறித்த காலத்தில் திரும்பப் பெற்றுக்கொள்ளத் தவறும் பட்சத்தில் பாதுகாப்பு கட்டணம் வசூலிக்கப்படும்.

கிராமப்புறச் சொத்துக்களைப் பொறுத்து பட்டா மாற்றம் தேவைப்படும் ஆவணங்களுக்கு பட்டா மாற்றம் செய்யக் கோரும் படிவம் இவ்வலுவலகத்தில் இருந்து இணையதளம் வழியாகவே வருவாய்த்துறைக்கு அனுப்பப்பட்டுள்ளது. அதன் ஒப்புகைச் சீட்டை தங்களின் அசல் ஆவணத்தைத் திரும்பப் பெறும்போது கேட்டுப் பெற்றுக்கொள்ளவும்.

https://tnreginet.gov.in என்ற இணைய தளம் மூலம் வழங்கப்படும் சேவைகள்

கட்டணமின்றி வில்லங்க விவரம் தரவிறக்கம் செய்யும் வசதி

சார் பதிவாளர் அலுவலகம் நேரில் வராமல் இணையதளம் மூலம் சான்றிட்ட நகல்கள், வில்லங்க சான்று விபரங்கள் விண்ணப்பித்து மின்னஞ்சல் மூலம் சான்று பெறும் வசதி

இணையதளம் மூலம் பொது மக்களே ஆவணம் உருவாக்கும் வசதி

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MORTGAGE CUM DEBENTURE TRUST DEED

This MORTGAGE CUM DEBENTURE TRUST DEED (hereinafter referred to as the "**Deed**") is made at Chennai on this 02nd day of August, 2019 between:

1. **CAPRI GLOBAL CAPITAL LIMITED (PAN: AAACD8981C)**, a company incorporated under Companies Act, 1956 (1 of 1956) with CIN No. - L65921MH1994PLC173469 and having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400013 represented by its Authorized Representative **Mr. Vinay Kumar Mishra (PAN: AQAPM7897D)** S/o. Mr. Suresh Kumar Mishra, Maharashtra (hereinafter referred to as the "**Company**" or "**Issuer**" or "**CGCL**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of ONE **PART;**

AND

2. **CATALYST TRUSTEESHIP LIMITED (PAN: AACCG4147R)**, a company incorporated under the Companies Act, 1956 with Corporate Identity Number (CIN) U74999PN1997PLC110262 having its registered office at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud Pune, Maharashtra 411038 represented by its Authorized Representative **Mr. Rajanish Sekhar Tonpe (PAN: ACXPT6343G)** S/o. Mr. Thrayumbak Vittal Tonpe, acting in its capacity as Debenture trustee for the benefit of the Debenture Holder (as defined hereunder) (hereinafter referred to as the "**Debenture Trustee**"/ "**Trustee**"/ "CTL", which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assignees) through its Authorised Signatory of CTL who is duly authorized to act in this regard of the **OTHER PART.**

WHEREAS

1. On the 31st day of March 2019, the Authorized, Issued Subscribed and Paid-up Capital of the Company was as follows: -

(Rs. In Lakhs)

		Aggregate value at nominal value
A)	AUTHORISED SHARE CAPITAL	
	36,00,00,000 Equity Shares of face value of INR 2/- each	7,200
B)	ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL	
	17,51,09,395 Equity Shares of face value of INR 2/- each fully paid up	3,502
C)	SECURITIES PREMIUM ACCOUNT	44,710

2. Purpose and details of the issue: The funds raised through this issue, after meeting the expenditures of and related to the Issue, will be used by the Issuer for its permissible various financing activities, repaying its existing loans and for business operations.

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3. The Main Objects clause of the Memorandum of Association of the Company permits the Company to undertake the activities for which the funds are being raised through the present Issue and also the activities which the Company has been carrying on till date.

4. <u>The Company has pursuant to: -</u>

   a. Resolutions of its Board of Directors on February 01, 2019 authorizing the issuance of debentures in one or more tranches; and

   b. Special resolution passed by the Shareholders under Section 42 and Section 71 of the Companies Act, 2013 on August 02, 2018 authorizing the issuance of debentures in one or more tranches.

   c. IM (Information Memorandum) to be executed, shall be referred as Offer Document) collectively.

One of the terms of the issue of the Debentures is that the repayment/redemption of the principal amount of the Debentures, payment of interest, additional interest in case of default (where applicable), remuneration of the Trustees and all costs, charges, expenses and other monies payable by the Company in respect of the Debentures will be secured by first pari passu charge by way of mortgage on the immovable property situated at Nellikuppam Village, Chengalpattu Taluk, Kancheepuram District and Sub Registration District of Tirupporur, and Registration District of Chengalpattu, Tamil Nadu and first pari passu charge by way of hypothecation on the book debts of the Company with minimum Asset Cover of 1.25 times throughout the tenure of the Debenture, more particularly described in the First Schedule. .

5. The Company proposes to constitute, issue and secure the said Debentures together with interest and all other monies payable in respect thereof by a first charge on its specific book debts & specific immovable property of the Company created hereunder so as to give to the Debentures a security cover of 1.25 times.

6. The Trustees have, at the request of the Company, agreed to act as Trustees under the Debenture Trustee Agreement dated 1st August 2019 for the benefit of the Holder of the Debentures upon the terms and conditions hereinafter provided.

7. As per the terms of the issue of Debentures, the Debentures are being issued in Demat form and are subject to the provisions of the Depositories Act, 1996 and rules notified by National Securities Depository Limited (NSDL) and/or Central Depository Services (India) Limited (CDSL), as the case may be, from time to time.

8. The Company has entered into a Tripartite Agreement with Depositories viz. National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) respectively, for issuing Debentures in Electronic Form. Accordingly, the subscriber(s) are required to furnish relevant details such as name of the depository, depository participant ID and the beneficiary account number in the application form, for getting credit of the Debentures allotted in Electronic (Dematerialised) form.

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9. The Debentures have been assigned a Credit Rating by Infomerics (AA/Stable Outlook) vide its letter dated July 24, 2019.

10. The Debentures will be listed on the BSE Limited ("**BSE**"), the designated stock exchange on Electronic Bidding Platform ("**EBP**").

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. **DEFINITIONS**

1.1. In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings: -

a. **"Act"** means the Companies Act, 2013 and applicable provisions of the Companies Act, 1956 to the extent applicable;

b. **"Business Day"** means a day (other than a Second & Fourth Saturday or Sunday or a Bank holiday) on which banks are open for general business in Mumbai;

c. **"Book Debts"** shall have the meaning as mentioned in the First Schedule;

d. **"Debentures"** means the Debentures of the Company issued in terms of these presents and Offer Documents.;

e. **"Debenture Holder" or "Holder of Debentures"** means the several persons who are for the time being Holder of the Debentures and who are entered in the register of Debenture Holder as hereinafter mentioned;

f. **"Deemed Date of Allotment"** shall mean date mentioned in IM;

g. **"Depository"** means a depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations 1956, as amended from time to time, with whom the Company has made arrangements for dematerializing the Debentures, namely NSDL / CDSL.

h. **"Financial Covenants and Conditions"** means covenants and conditions on the part of the Company to be observed and performed as set out in the Second Schedule hereunder written and as the same may, from time to time, be modified in accordance with these presents;

i. **"Investment Institutions/Banks"** means the Debenture Holder;

j. **"NSDL"** means National Securities Depositories Limited;

k. **"Repay"** shall include "Redemption" and vice-versa and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly;

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l. **"Rating Agency"** means Infomerics Valuation And Ratings Private Limited;

m. **"Specified Immovable Property"/ "Immovable Property"** shall have the meaning as described in the First Schedule.

n. **"Security"/"Hypothecated Assets of the Company"** means book debts and property defined in the First Schedule;

o. **"Transaction Documents"** shall include the Bond Trustee Agreement, this Deed and any and all other documents executed or entered into, to be entered into, by the Company or as the case may be, any other person, in relation, or pertaining, to the Debentures;

p. **"Debenture Trustee Agreement"** means the trustee agreement entered into by and between the Company and the Debenture Trustee and dated 1st August, 2019;

q. **"Amounts Outstanding"** shall mean at any time the aggregate amount due and payable by the Company in respect of the Debentures, whether in respect of the subscription, interest, further interest, liquidated damages, commitment charges, premium, remuneration payable to the Debenture Trustee, costs charges and expenses for creation, preservation and realization of the Security, including legal fees and all other monies, amounts whatsoever.

r. **"Beneficial Owner(s)" or "Beneficial Owner(s) of Debentures"** means the person or several person(s) who is/are, for the time being and from time to time, owner(s) of the Debentures in Electronic (Dematerialized) Form / Demat Form and whose name(s) is/are entered/ listed in the List of Beneficial Owner(s) maintained by the NSDL or CDSL as the case may be.

s. **"Interest Payment Date"** means the date on which the interest (in respect of an Interest Period) is to be paid to the relevant Debenture Holders in accordance with the provisions of the Disclosure Document applicable for the respective Debentures;

t. **"Indenture" or "Deed"** means this Mortgage cum Debenture Trust Deed;

u. **"Interest Period"** means the period between two consecutive interest payment dates / deemed date of allotment, as may be applicable, for a given Debenture;

v. **"Majority Beneficial Owner(s)/Debenture Holder(s)"** means the Beneficial Owner(s)/Debenture Holder(s) of an amount representing not less than three-fourth in value of the nominal amount of the Debentures, for the time being of the Amounts Outstanding, either individually or collectively. In case of any

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opinion, action, waiver, consent, instruction, direction, authorization, approval, notice, amendment, modification or supplement in relation to any event, no opinion, action, waiver, consent, instruction, direction, authorization, approval, notice, amendment, modification or supplement may be taken, given or agreed to unless the Majority Debenture Holder(s) have agreed to the same;

Provided that in cases were the opinion, action, waiver, consent, instruction, direction, authorization, approval, notice, amendment, modification or supplement is applicable only to one or more series of NCDs, then in such cases only the holders of the applicable series of NCDs shall be considered for the purpose of determining the Majority Beneficial Owner(s)/Debenture Holder(s).

w. "**Meeting of the Debenture Holders**" means a meeting of the Debenture Holders duly called, convened and held in accordance with the provisions set out in Fifth Schedule hereunder written;

x. "**NSDL**" means the National Securities Depository Limited;

y. "**Redemption**" or "**Redeem**" means the repayment of the outstanding principal amount of the Debenture together with interest as specified in the respective term sheet of the Private Placement Offer Letter ("**PPOL**")/ Information Memorandum ("**IM**") up to the Redemption date. "Redemption" shall include "Repay" and vice-versa and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.

z. "**Record Date**" means the date falling 15 (fifteen days) days prior to each Interest Payment Date and / or principal payment date or any event in terms of the Disclosure Document. If the record date is non-business day, then the previous working day will be considered.

aa. "**Redemption Date(s)**" shall mean the date(s) for each of the Debentures specified in the PPPOL/IM on which such Debentures shall be redeemed and shall include an early Redemption Date, if applicable, by the Company. Provided the date of its redemption shall not exceed ten years from the date of issue of each of such Debentures or such other time frame that may be prescribed by the regulators at the time of each issuance;

bb. "**Register**" means the register of Beneficial Owners of the Debentures maintained in the records of any depository duly registered with SEBI;

cc. "**Required Security Cover**" means minimum 125% security cover maintained throughout the tenor of the Debentures or such other additional security cover as may be agreed to in the respective Disclosure Document;

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dd. **"Registrar and Transfer Agent"** means Link Intime India Pvt. Ltd., C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083;

ee. **"Security Documents"** means this Deed any other security document entered into from time to time for creation of any Security for the benefit of the Debenture Holders;

ff. **"Security Interest"** means any mortgage, charge (whether fixed or floating), hypothecation, pledge, assignment, deed of trust, security interest or other Encumbrance of any kind in the nature of a security as stipulated in the Transaction Documents;

gg. **"Secured Properties"** means collectively the mortgage of Immovable Property as recorded vide this Deed and hypothecation of the Book Debts of the Company expressed to be mortgaged and hypothecated respectively and assigned and all other properties in favour of the Debenture Trustee for the redemption of the principal amount of the Debentures, interest and other monies for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 6 hereof and as more specifically described in the First Schedule of this Indenture;

hh. **"Supplemental Deeds"** means any supplemental deeds entered into between the Company and the Debenture Trustee for the purpose of making any modifications to this Deed;

1.2. **Interpretation**

a) Words denoting singular number only shall include plural number and vice-versa.

b) Words denoting one gender only shall include the other gender.

c) Words denoting persons only shall include companies and bodies corporate.

d) Words and expressions defined in the Financial Covenants and Conditions shall, where used in these presents, have the same meanings save where such meaning would render the same inconsistent with the definitions in this Clause.

e) All references in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.

f) All references in these presents to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents.

g) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein setforth.

h) The terms not defined herein specifically shall have the meaning as ascribed to them in IM.

2. **APPOINTMENT OF DEBENTURE TRUSTEE**

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CATALYST TRUSTEESHIP LIMITED

CAPRI GLOBAL CAPITAL LIMITED

The Company hereby settles in trust with the Debenture Trustee, a sum of Rs.1,000/- (Rupees One Thousand only). The Debenture Trustee hereby confirms receipt of and accepts the above amount of Rs. 1,000/- (Rupees One Thousand only) in trust hereby declared and agrees to act in a fiduciary capacity as trustee for the sole and exclusive benefit of the Debenture Holder(s) and its transferees and assignees from time to time in accordance with the terms and conditions of this Deed. The Debenture Trustee acknowledges that the Debentures Holder(s) have agreed to subscribe to the Debentures8 inter alia on this basis. The Debenture Trustee in such capacity as a trustee agrees:

a) to execute and deliver all documents, agreements, instruments and certificates contemplated by this Deed to be executed and delivered by the Debenture Trustee or as the Debenture Trustee shall deem advisable and in the best interest of the Debenture Holder(s)

b) to take whatever action shall be required to be taken by the Debenture Trustee by the terms and provisions of this Deed, to exercise its rights and perform its duties and obligations under such documents;

c) subject to the terms and provisions of this Deed, to take such other action in connection with the foregoing as the Debenture Holder(s) may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any other agreement, the Debenture Trustee shall seek written instructions from the Debenture Holder and only upon receipt of relevant instructions from the Debenture Holder shall the Debenture Trustee exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred to herein. Notwithstanding such requirement for instructions in writing the Debenture Trustee shall never knowingly take any action inconsistent with the best interests of the Debenture Holder(s).

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3. AMOUNT OF DEBENTURES AND COVENANT TO PAY PRINCIPAL AND INTEREST

a) The Secured, Rated, Listed, Redeemable, Non-Convertible Debentures 1500 in numbers aggregating to Rs. 150 crores under Series 4.

b) The Company covenants with the Trustees that it shall pay to the Debenture Holder the principal amount of the Debentures on the date mentioned in Financial Covenant and Condition and Term Sheet more particularly described Schedule II and shall also pay interest (including liquidated damages on default amounts where applicable) on the Debentures in accordance with the Financial Covenant and Conditions.

Provided that if so called upon by the Trustees, the Company shall make payments as aforesaid to or to the order of or for the account of the Trustees at Mumbai and such payment shall be deemed to be in protanto satisfaction of the aforesaid covenant of the Company to make such payments to the Debenture Holder.

4. **FORM OF THE DEBENTURE**

a) The Debentures shall be issued in demat form only.

b) The Debentures shall constitute secured, senior and unsubordinated debt obligations of the Issuer ranking *pari-passu* with claims of the creditors of the Company having the same security. The Debenture Holder will have the right to convert the dematerialised securities into physical form as per applicable rules and regulations.

c) The Financial Covenants and Conditions shall be binding on the Company, the Trustees, the Debenture Holder and all persons claiming by, through or under any of them. The Trustees shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents which shall be read and construed as one document.

The Company shall comply with the provisions of section 56 of the Companies Act, 2013 and applicable provisions of the Companies Act 1956 read with the Companies (Share Capital and Debentures) Rules, 2014, as amended from time to time.

5. **SECURITY**

5.1. For the consideration aforesaid and as security for the redemption and payment of the principal amount of the Debentures on redemption, interest, default interest (where applicable), DEBENTURE Trustees' remuneration and all other monies hereby secured or intended to be hereby secured or intended to be secured, the Company hereby creates charge by way of mortgage on in favour of Debenture Trustee, as and by way of first *pari passu* charge on –

(i) Specified Immovable Property/Specified Property as mentioned in First Schedule. The Immovable Property secured herein comprises of the Flat and 635 sq. ft. of undivided share. The Flat is described in Schedule C of First Schedule and 635 sq. ft. of undivided share in Schedule B Property of First Schedule and the same being more particularly set out in the Schedule C of the First Schedule. The larger property upon which the Flat and UDS forms part of is mentioned in Schedule A of the First Schedule.

The Schedule D of First Schedule sets out the details of the Land and Flat that have been secured under this Deed.

AND

first pari passu charge by way of hypothecation on Book Debts of the Issuer, which are charged to other lender / trustee and as may be agreed between the Issuer and the Trustee, pursuant to the terms of the

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Debenture Trust Deed with a security cover of 1.25 time of the aggregate face value amount of Debentures outstanding at all times..

The Issuer undertakes that it has obtained permission/consent from the earlier creditor(s) to create pari passu charge and execute the necessary documents for creation of the charge, including the Debenture Trust Deed, within time frame prescribed in the relevant regulations/ act/ rules etc. and submit with BSE within five working days of execution of the same for uploading on its website. The creation of such security shall be sufficient compliance of the Issuer's obligation to create security. The Company file the prescribed forms for perfection of security with the Registrar of Companies and the CERSAI within the prescribed timelines.

(ii) Whereas the Company has purchased the above mentioned property from Mr. Mr. P. SATHYANARAYANA (PAN: ALDPS0201P) son of Late P. Bhoopathy, Hindu, aged about years and residing at 'Y' - Block, No. 140, Anna Nagar, Chennai - 600 040 vide Sale Deed dated March 24, 2016, which has been registered at the Sub Registration District of Thirupporur having registration number as 2657/2017.

(iii) It is clarified hereby Company is not giving possession of the property to Mortgagee and as such Mortgagee has been given no right to possession of the property. Mortgagor has full right of full possession free from any interference from the Mortgagee. Mortgagee does not have any right to interfere with the peaceful possession of the property by the Mortgagor

(iv) Notwithstanding anything herein contained, and, subject to the maintenance of required security cover, the Company shall be at liberty to obtain from a bank or banks overdraft/cash credit facilities as may be agreed to by the DEBENTURE Trustee for meeting its working capital requirements and the charge created under this Clause 6 shall not include the Bankers' Goods charged or to be charged by the Company in favour of its bankers to secure such overdraft facility/ cash credit facility for the working capital requirements of the Company.

5.2. The Security created by or pursuant to this Deed is a continuing security and shall remain in full force and effect until the repayment/redemption in full of all amounts due in respect of the Debentures.

5.3. The powers which this Deed confers on the Debenture Trustee and any receiver appointed hereunder are cumulative and without prejudice to their respective general powers under the Applicable Law and may be exercised as often as the Debenture Trustee or the receiver may deem fit and appropriate and the Debenture Trustee may, in connection with the exercise of its powers, joint or concur with any Person in any transaction, scheme or arrangement whatsoever and the Company acknowledges that the respective powers of the Debenture Trustee or the receiver appointed hereunder shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

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5.4. The Company shall not create further charge on the secured property without consent of the Debenture Trustee.

6. POWER OF DEBENTURE TRUSTEE TO PERMIT THE COMPANY TO DEAL WITH CHARGED BOOK DEBTS OR SPECIFIED PROPERTY

At any time before the security constituted hereunder becomes enforceable, the DEBENTURE Trustee may, at the cost and request of the Company, and without any consent of the Debenture Holder, do or concur with, or approve of, the Company in doing all or any of the things and particularly but not by way of limitation, the following:

a) call in, collect, convert, deal with or exercise any right in respect of all or any of the Security upon such terms and for such consideration as the DEBENTURE Trustee deem expedient including any lien, charge, pledge or otherwise howsoever or other encumbrance of any kind.

b) approve the debt/asset cover in respect of the Debentures;

c) assent to any modification of any contracts or arrangements which may be subsisting in relation to the Security;

d) assign any part or all Security in the name of or under the control of the DEBENTURE Trustee or any nominee of the DEBENTURE Trustee if deemed expedient with a view to the realisation or otherwise thereof;

e) institute, defend, enforce any suit or proceeding and settle, adjust, refer to arbitration, compromise and arrange all accounts, disputes, reckonings, questions, claims or demands whatsoever in relation to any or all of the Security;

f) enter into, make, execute and do all acts, deeds, matters, things and assurances, from time to time, in relation to the Security as the DEBENTURE Trustee may approve and in such manner and on such terms as the DEBENTURE Trustee may determine in the interest of the Debenture Holder/Beneficial Owner(s);

Provided that all security of any description and all capital monies arising from or receivable upon any such dealing as aforesaid remaining after payment therefrom of the costs and expenses of and incidental to such dealing shall be and become part of the Security and shall be paid to or vested in or specifically charged in favour of the DEBENTURE Trustee in such manner as the DEBENTURE Trustee shall require.

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7. EVENTS OF DEFAULT AND REMEDIES

7.1. Events of Default

If one or more of the events specified herein (hereinafter called the "**Event of Default**") happens, the DEBENTURE Trustee may, in their discretion, or shall, upon request in writing of the Holder of the Debentures in accordance with the provisions set out in the Fourth Schedule hereunder written, by a notice in writing to the Company declare the principal amount of the Debentures and all interest on Debentures to be due and payable on Debentures forthwith shall become enforceable.

(a) Default is committed in payment of the principal amount and/or interest amount of the Debentures on the due date(s)

(b) Two consecutive default are committed in payment of any interest on the Debentures which ought to have been paid as per the terms of the issue of Debentures

(c) Default is committed by the Company in the performance or observance of any covenant, obligation, condition or provision contained in these presents and/or the Financial Covenants and Conditions (other than the obligation to pay principal and interest) and such default continues for 30 (thirty) Business Days or is not rectified within 7 (seven) Business Days after written notice [but not exceeding 30 (thirty) Business Days] has been given thereof by the DEBENTURE Trustee to the Company requiring the same to be remedied;

(d) Any information given by the Company to the Debenture Holder/ Beneficial Owners or the DEBENTURE Trustee in any reports and the representations and warranties given or deemed to have been given by it to the DEBENTURE Trustee is misleading or incorrect in any material respect;

(e) If, without the prior written approval of the DEBENTURE Trustee, the Security or any part thereof is sold, disposed of, assigned, charged, encumbered or alienated, and consequent to which the Company has not created additional security so as to maintain the required security cover;

(f) The Company has voluntarily or involuntarily commenced or become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily or involuntarily dissolved or liquidated;

(g) The Company is unable to or has admitted, in writing, its inability to pay its debts as they mature;

(h) A receiver or a liquidator has been appointed or allowed to be appointed of all or any substantial part of the undertaking of the Company or an attachment, sequestration, distress or execution (or analogous process) is levied or enforced upon or issued against a substantial part of the assets of the Company;

(i) If, any extra-ordinary circumstances have occurred, that makes it improbable for the Company to fulfill its obligation under these presents and/or the Debentures;

(j) The Company ceases or threatens to cease to carry on its business without consent of debenture Holder or gives notice of its intention to do so;

(k) If, the Company is unable to pay its debts within the meaning of Section 434 of the Act or relevant law or a special resolution has been passed by the members of the company for winding up of the company and orders for winding up has been passed by the court; and

(l) If such listing of the Debentures ceases at any point of time prior to the Maturity Date due to an act of the Company or failure by the Company to take all necessary action to ensure re-listing.

(m) When any breach of the terms of the Information Memorandum inviting the subscriptions of debentures or of the covenants of this deed is committed;

(n) When the Company creates or attempts to create any charge on the Immovable Property or the Book Debts secured under this Deed or any part thereof without the prior approval of the trustees/debenture holders;

(o) When in the opinion of the trustees the security of debenture holders is in jeopardy;

7.1.1. (Treatment to immovable property) In case of any Event of Default, as per the provisions of this Deed and as per applicable law Trustee may do the following:

a) enter into possession of the property;

b) take necessary steps to sell/lease out the property and utilize the sale proceeds towards payment of interest and redemption and any cost as may incurred by the trustee ;

c) file necessary application to court/tribunal to enforce the security including any action against the Company

d) to deal with property in any manner as may be required to complete its duties as required under this deed to protect the interest of the investors;

e) May appoint the Receiver

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7.2. **Remedies**

If one or more of the events specified in clause 7.1 happen(s), the DEBENTURE Trustee may, in their discretion, and shall, upon request in writing of the Debenture Holder of an amount representing not less than one-tenth (1/10th) in value of the nominal amount of the Debentures under the relevant series for the time being outstanding or by a Special Resolution duly passed at the meeting of the Debenture Holder convened in accordance with the provisions set out hereunder in the Fourth Schedule, by a notice in writing to the Company, declare the principal of and all accrued interest on the Debentures to be due and payable forthwith and the Debentures shall without any further action become due for redemption along with the interest accrued thereon and the security offered under this deed and/or under any security document executed by the Company shall be enforceable by the Trustee as provided under this Deed including right to receive the rents, profits and income of the Security or any of them or any part thereof and subject to the rights conferred on the DEBENTURE Trustee by Clause 7 hereof may, at their discretion and shall, upon request of the Debenture Holder as mentioned above, sell, call in, collect and convert into monies the same or any part thereof with full power to sell any of the Security either by public auction or private contract and either for a lump sum or a sum payable by installments or for a sum on account and a charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title as to the removal of any security which may be sold separately or otherwise as the DEBENTURE Trustee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Security or any part thereof and to re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as they shall think fit. PROVIDED ALWAYS that before taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power in that behalf (hereinafter referred to as the "Power of Sale") the DEBENTURE Trustee shall give written notice of their intention to the Company. However, the DEBENTURE Trustee shall not be bound to give any such notice in any case where they shall certify, that in their opinion further delay would imperil the interests of the Debenture Holder or in case where an order or resolution for the winding up of the Company shall have been made or passed. The DEBENTURE Trustee shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the principal or interest. The Company shall provide to the DEBENTURE Trustee the payment of monies so in arrears within three months next after the notice has been given or if in the case of such power arising by reason of any provisions as herein stated the Company shall, within 7 (Seven) days of the receipt of a notice, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the DEBENTURE Trustee and any compensation so paid to the DEBENTURE Trustee shall be deemed to be part of the Security.

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7.3. **Appointment of Nominee Director**

Subject to the requisite governmental approvals, if any, on happening of any of the Events of Default, in addition to the rights specified above, the Debenture

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Holder/DEBENTURE Trustee shall have the right to appoint a nominee on the Board of Directors of the Company (hereinafter referred to as the "**Nominee Director**") in terms of the SEBI Debt Regulations, in the event of:

(a) two consecutive defaults in payment of interest to the Debenture Holder;

(b) default in redemption of the Debentures; or

(c) default in creation of security for debentures.

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares.

7.4. Notice on the happening of an Event of Default

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default has happened, the Company shall, forthwith give notice thereof to the Debenture Holder/ Debenture Trustee in writing specifying the nature of such Event of Default, or of such event.

7.5. Expenses incurred in case of Collection

Expenses incurred by the Debenture Holder/Debenture Trustee for collection of amount payable under interest or redemption after an Event of Default has occurred shall be payable by Company.

7.6. Right to Disclose/ Publish the Names of the Company and its Directors as Defaulters

On happening of any Event of Default as mentioned in Clause 8.1(a) or clause 8.1(b), the Debenture Holder/DEBENTURE Trustees shall have an unqualified right to disclose the name of the Company and its functional directors to Reserve Bank of India (RBI)/ or any other statutory/regulatory authority in this behalf. The Debenture Holder/ DEBENTURE Trustee and/or RBI/or any other statutory/regulatory authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

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8. TRUST OF THE SECURITY

The Security shall be and remain security to the Debenture Trustee for the due repayment of the principal amount of the Debentures, premium on redemption (if applicable), interest, default/additional interest (where applicable), remuneration of the DEBENTURE Trustee, and all other monies payable under the Debentures and these presents intended to be hereby secured. The DEBENTURE Trustee shall permit the Company, until the happening of any Event of Default upon the happening of which the security hereby constituted shall become enforceable as herein provided, to hold and enjoy the Security and to carry on therein and therewith the business authorized by the Memorandum of Association of the Company.

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9. **TRUST OF PROCEEDS OF SALE/REALISATION OUT OF THE SECURITY**

The DEBENTURE Trustee shall hold UPON TRUST the monies received by them or the receiver in respect of the Security or any part thereof arising out of any sale, calling in, collection or conversion under the Power of Sale and they shall, in the first place, by and out of the said monies reimburse themselves and pay, retain and discharge all the costs, charges and expenses incurred in or about the entry, appointment of receiver, calling in, collection, conversion or the exercise of the Trusts and powers under these presents, including the remuneration of the DEBENTURE Trustee and its receiver as herein provided, and shall apply the residue of the said monies subject to the rights of the first *pari passu* charge Holder:

FIRSTLY in or towards payment to the Debenture Holder/Beneficial Owner(s) *pari passu* of all arrears of interest including default/ additional interest (which shall be deemed to accrue due from day to day) remaining unpaid on the Debentures held by them;

SECONDLY in or towards payment to the Debenture Holder/Beneficial Owner(s) *pari passu* of all principal amounts owing on the Debentures held by them and whether the said principal amounts shall or shall not then be due and payable;

THIRDLY in or towards payment of the surplus (if any) of the said monies to the person or persons entitled thereto.

Provided that, if the DEBENTURE Trustee is of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Debentures has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Debenture Holder(s)/ Beneficial Owner(s) to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which sum ultimately realized from the security may be sufficient to pay.

10. **POWER OF THE DEBENTURE TRUSTEE IN RESPECT OF UNCLAIMED AMOUNT**

Upon occurrence of Event of Default, after provision for payment and satisfaction of the Debentures is made by the deposit in a Bank as aforesaid, the Trustees authorized shall cause the Company to deposit the unclaimed amount in a separate bank account for a period not exceeding 7 years pursuant to which the Company shall transfer such amount to Investor Education and Protection Fund (IEPF) of the Ministry of Corporate Affairs.

11. **DEBENTURE TRUSTEES' RIGHTS TO CARRY ON BUSINESS**

On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Trustee shall have sold, called in, collected or converted under the Power of Sale as mentioned in Clause 8.2 hereinabove, the Trustees may, if they shall think fit so to do but not otherwise, either themselves carry on and manage the business of the Company in and with the Security or any of them or appoint a Receiver to carry on and manage the same and the Trustees or the Receiver may manage and conduct the same as they shall in their discretion think fit.

The Trustees or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz.-

(a) Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Trustees or the Receiver shall think proper;

(b) Repair the buildings and other property comprised in the Security;

(c) Insure all or any of the Security of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Trustees or the Receiver shall think fit;

(d) Settle, arrange, compromise and submit to arbitration any account, claims, questions or dispute whatsoever which may arise in connection with the said business or the Security or in any way relating to the security and execute release other discharges in relation thereto;

(e) Bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Security;

(f) Allow time for payment of any debt with or without security;

(g) Subject to such consent as may be necessary demise or let out, sub-let or under let the Security or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Trustees or the Receiver shall think fit;

(h) Exchange any part or parts of the Security for any other security or property suitable for the purposes of the Company whether forming part of the General Assets or not and upon such terms as may seem expedient and either with or without payment or receipt of moneys for equality of exchange or otherwise;

(i) Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Security and, in particular the terms of any concession or licenses for the time being held;

(j) Execute and do all such acts, deeds and things as to the Trustees or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid.

The Trustees or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Security as the Trustees/Receiver could do or cause to be done if the Trustees/

Receiver had the absolute possession of the Security and had carried on the said business for the benefit of the Trustees without being answerable for any loss or damage which may happen thereby.

12. **DECLARATION OF TRUST BY TRUSTEE**

The Trustee hereby declares and confirms that it has simultaneously with the execution of this Trust Deed, settled and kept apart a sum of Rs. 1,000/- being initial corpus (herein after referred as Initial Contribution) of Trust created in terms of this Deed to have and hold together with all additions or accretions thereto including the investment represented the same subject to terms of this Deed.

Trustee declares that in relation to Debenture Holder, it shall, as the case may be hold:

(i) Initial Contribution;
(ii) Security;
(iii) All of its rights under or pursuant to this Deed and all sums received by it under this Deed (save for money on its accounts);
(iv) All monies received by it out of whether prior to or as a result of enforcement of security Transaction Documents or the exercise of rights and remedies under the provisions of the Transaction Documents.

Upon trust and for the benefit of the Debenture Holder subject to powers and provisions contained and concerning the same for due payment and discharge of amount outstanding.

13. **POWER OF TRUSTEES TO APPOINT RECEIVER**

a) The DEBENTURE Trustee, at any time after the Security hereby mortgaged becomes enforceable and whether or not the DEBENTURE Trustee shall then have taken possession of the Security and in addition to the power hereinbefore conferred upon the DEBENTURE Trustee after such entry into or taking possession, may, in writing, appoint any one or more of the officers of the DEBENTURE Trustee or any bank or financial institution doing business in India or a practicing chartered accountant as Receiver(s) (the **"Receiver"**) of the Security or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the DEBENTURE Trustee shall otherwise prescribe in writing such Receivers shall have all the powers hereinbefore conferred upon the DEBENTURE Trustee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the DEBENTURE Trustee after taking possession by the DEBENTURE Trustee shall apply to a Receiver appointed before taking possession by the DEBENTURE Trustee. Further, every Receiver shall be the agent of the Company for all purposes and the Company alone shall be responsible for his or its acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by the Receiver and for the Receiver's remuneration and the DEBENTURE Trustee and the Debenture Holder shall not incur any liability or responsibility therefore by reason of their making or consenting to his

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appointment as such Receiver. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to the relevant provisions of law:

b) Receiver to be invested with powers by DEBENTURE Trustee:

The DEBENTURE Trustee may invest the Receiver with such powers and discretions including powers of management in respect of the Security as the DEBENTURE Trustee may think expedient;

c) Receiver to exercise powers vested in DEBENTURE Trustee:

Unless otherwise prescribed by the DEBENTURE Trustee in writing, the Receiver shall have and may exercise all the powers and authorities hereby conferred on the DEBENTURE Trustee;

d) Receiver to conform to regulations made by DEBENTURE Trustee:

The Receiver shall, in the exercise of its powers, authorities and discretions, conform to the regulations and directions made and given by the DEBENTURE Trustee, from time to time and in the accordance with the applicable law.

e) Receiver's remuneration:

The DEBENTURE Trustee may, from time to time, in consultation with the Company fix the remuneration of the Receiver and direct payment thereof out of the security, but the Company alone shall be liable for the payment of such remuneration;

f) Receiver to give security:

The DEBENTURE Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties and may fix the nature and the amount of the security to be given, but the DEBENTURE Trustee shall not be bound in any case to require any such security;

g) Receiver to pay the monies:

Unless otherwise directed by the DEBENTURE Trustee, all monies, from time to time, received by such Receiver shall be paid over to the DEBENTURE Trustee to be held by them UPON THE TRUSTS herein declared of and concerning the monies arising from any sale, calling in, collection or conversion of the Security;

h) DEBENTURE Trustee may pay monies to Receiver:

The DEBENTURE Trustee may pay over to the Receiver any monies constituting part of the Security to the intent that the same may be applied for the purposes hereunder contained by such Receiver and the

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DEBENTURE Trustee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

i) Receiver's power to borrow on the current assets (book debts):

Subject as provided herein, the Receiver may, for the purpose of carrying on business of the Company mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers and authorities vested in him raise and for all or any purpose raise and borrow monies on the security of the current assets (book debts) or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money/monies shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed; Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the DEBENTURE Trustee but the DEBENTURE Trustee shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

14. POWER OF DEBENTURE TRUSTEE UPON EXECUTION BEING LEVIED

In addition to the powers hereinbefore conferred, the DEBENTURE Trustee may appoint a Receiver to protect the Security which may at any time appear to be in danger of being taken under any process of law by any creditor of the Company or be otherwise in jeopardy and where a Receiver is appointed under this Clause the provisions of Clauses 14 hereof shall apply *mutatis mutandis* and the DEBENTURE Trustee may at any time discharge the Receiver.

15. APPLICATION OF MONIES FROM BUSINESS

The DEBENTURE Trustee shall out of the monies received by the DEBENTURE Trustee in carrying on the business and out of the rents, profits and income of the Security, pay and discharge the costs, charges and expenses incurred in such management including the remuneration of the Receiver (if any) and in the management of the Security or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the DEBENTURE Trustee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.

16. WHEN DEBENTURE TRUSTEE MAY INTERFERE

Except as provided herein, the DEBENTURE Trustee shall not be in any manner required, bound or concerned to interfere with the management of the affairs of the Company or its business or the custody, of the Security or any part thereof.

17. **REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS OF THE COMPANY**

17.1. The representations, warrants and covenants made by the Company to the DEBENTURE Trustee hereunder are made as of the date hereof and as of each date till the Maturity Date, and are valid till the Maturity Date.

17.2. The Company affirms represents and covenants as follows: -

i) That the Security herein charged is the sole and absolute properties of the Company and save for the encumbrances already disclosed and created/to be created hereunder written, are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment or other process issued by any Court or other authority;

ii) Subject to the Applicable Laws, it shall be lawful for the DEBENTURE Trustee upon taking possession under the provisions herein contained of all or any of the Security henceforth to hold and enjoy the same and to receive the rents, profits and income thereof without any interruption of disturbance by the Company or any other person or persons claiming by, through, under or in trust for the Company.

iii) The Company has complied with and shall comply with the provisions of the Reserve Bank of India Act, 1934, Securities and Exchange Board of India Act, 1992, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligation and Disclosure Requiremnts) Regulations, 2015 and applicable rules, regulations, circular, notifications and laws made thereunder, and other applicable rules, regulations, circulars, notifications and laws and agrees to furnish information on a regular basis to DEBENTURE Trustee in terms of the aforesaid regulations, and other applicable circulars and laws;

iv) None of the Directors of the Company is a person who is disqualified to hold office of director under section 164 of the Companies Act, 2013.

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17.3. The Company hereby represents and warrants to the Debenture Trustee that:

(a) Corporate Status

The Company:

(i) is duly incorporated in India and validly existing company under the Act;

(ii) is a public limited company listed on the BSE and NSE; and

(iii) has power and authority to own its properties and assets and to transact the business in which it is engaged or proposes to be engaged and to do all things necessary or appropriate to consummate the transactions contemplated by this Deed.

(b) Corporate Power and Authority

The Company has the corporate power to execute and deliver and to comply with the provisions of this Deed and that it has taken all necessary corporate and other action(s) to authorise the execution, delivery and performance by it of such other documents as have been executed and delivered as of each date this representation and warranty is made or deemed made in connection with the issue of the Debentures.

(c) No Violation

Neither the execution and delivery by the Company of this Deed nor the other documents as have been executed and delivered in connection with the issue of the Debentures as of each date this representation and warranty is made or deemed to be made, nor the Company's compliance with or performance of the terms and provisions hereof or thereof (a) will contravene, in any material respect, any provision of any Applicable Law, or any order, writ, injunction or decree of any court or Government Authority, (b) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, in any material respect of, or constitute a default under, any contract or instrument to which the Company is a party (c) will violate any provisions of the Memorandum and Articles.

(d) Governmental Approvals

Otherwise specifically mentioned under this Deed or IM, no separate Government approval, clearance, permission or consent is required to authorise, or is required in connection with: (i) the execution, delivery and performance by the Company of this Deed or any of the documents executed in connection with the issue of the Debentures; or (ii) the legality, validity, binding effect or enforceability, hereof or thereof, in each case, a lack of which would have a Material Adverse Effect.

(e) Litigation

To the best of the Company's knowledge, there are no actions, suits or proceedings pending or threatened against the Company, including with respect to governmental, statutory or other approvals, which could reasonably be expected to have a Material Adverse Effect.

(f) Tax Returns and Payments

The Company has filed all tax returns required by Applicable Law to be filed by it and has paid all taxes payable by it which have become due pursuant to such tax returns, save and except those not yet delinquent and/or contested in good faith and for which adequate reserves have been established/ provision made, to the extent required by the Applicable Laws.

(g) Compliance with Statutes

The Company to the best of its knowledge is in compliance in all material respects with the Applicable Laws in respect of the conduct of its business and the ownership of its property. The parties to this Deed will ensure that this Deed and other documents in relation to the issue of the Debentures executed is and those to be executed will, when executed, be in proper legal form under the respective governing laws for the enforcement thereof and all consents and permissions required have been or will be obtained in accordance with the Applicable Laws.

(h) Material Adverse Effect

To the best of the Company's knowledge, there are no facts or circumstances, conditions or occurrences which could collectively or otherwise reasonably be expected to result in a Material Adverse Effect or which could lead to a breach of any of the provisions of this Deed.

(i) Assurance

The Company shall execute all such deeds, documents and assurances and do all such acts and things as the DEBENTURE Trustee may reasonably require for exercising the rights under these presents.

(j) Solvency

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it will not be deemed by a court to be unable to pay its debts within the meaning of the Applicable Laws, nor in any such case, will it become so in consequence of entering into this Deed.

(ii) The Company, by reason of financial difficulties, has not commenced negotiations with one or more of its creditors with a view to rescheduling its indebtedness.

(iii) The value of the assets of the Company is more than its respective liabilities and it has sufficient capital to carry on its business.

(v) The Company has not taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

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(k) the Debenture Trustees, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the Debentures.

(l) The Issuer Company confirms that all necessary disclosures have been made in the Offer Document including but not limited to statutory and other regulatory disclosures. Investors should carefully read and note the contents of the Offer Documents. Each prospective investor should make

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its own independent assessment of the merit of the investment in Debentures and the Issuer Company. Prospective Investor should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures.

17.4. The Company hereby covenants with the DEBENTURE Trustee that the Company shall, at all times during the continuance of the Security (except as may otherwise be previously agreed in writing by the DEBENTURE Trustee):

(a) Execute all such deeds, documents and assurances and do all such acts and things as the DEBENTURE Trustee may reasonably require for exercising the rights, powers and authorities hereby conferred on the DEBENTURE Trustee or for effectuating and completing the Security hereby created and shall, from time to time and at all times after the Security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the DEBENTURE Trustee may require for facilitating realisation of the Security and in particular the Company shall execute all transfers, conveyances, assignments and assurances of the Security whether to the DEBENTURE Trustee or to its nominees and shall give all notices, orders and directions which the DEBENTURE Trustee may think expedient and further shall, for such purposes or any of them make or consent to the making of any application in the name of the Company to any Government or local authority as the DEBENTURE Trustee may require for the sale and/or transfer of the Security or any part thereof;

(b) Utilize the monies received towards subscription of the Debentures for the purpose as specified in the Offer Documents. The Company shall on demand by the DEBENTURE Trustee, furnish to the DEBENTURE Trustee a certificate of utilization, duly signed by the auditors/chartered accountants of the Company;

(c) Maintain and keep in proper condition the records pertaining to the Security. If the Company fails to keep in proper condition the aforesaid records in respect of the Security or any part thereof, then the DEBENTURE Trustee may, but shall not be bound to, maintain the same in proper condition and any expense incurred by the DEBENTURE Trustee and its costs and charges therefore shall be reimbursed by the Company, Company shall ensure that security is insured to the extent applicable under law;

(d) Keep proper books of account as required by the Companies Act, 2013, as the case maybe, and therein make true and proper entries of all dealings and transactions of and in relation to the Security and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Security and the business of the Company shall at all reasonable times be open for inspection of the DEBENTURE Trustee and such person or persons as the DEBENTURE Trustee shall, from time to time, in writing for that purpose appoint, Company shall also allow the Debenture Trustee to inspect the property at reasonable time;

(e) Permit the DEBENTURE Trustee and such person as the DEBENTURE Trustee shall, from time to time, in writing for that purpose appoint, in consultation with the Company to inspect/ scrutinize the records pertaining to the Security and pay all traveling, hotel and other expenses of any person whom the DEBENTURE Trustee may depute for the purpose of such inspection with prior permission of the Company;

(f) Punctually pay all rents, royalties, taxes, rates, levies, cess, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company in relation to security as and when the same shall become payable and if so required by the DEBENTURE Trustee produce the receipts for such payments and also punctually pay and discharge all debts, obligations and liabilities which may have priority over the Security charged herein and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Security;

(g) Forthwith give a notice in writing to the Trustee of commencement of any proceedings affecting the Security and of any orders, directions or notices received from any Court or tribunal affecting or likely to affect the Security;

(h) Diligently preserve its corporate existence and status and all consents now held or any rights, licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Security or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security for the Debentures is not thereby materially endangered or impaired;

(i) Reimburse all sums paid or expenses incurred by the DEBENTURE Trustee or any Receiver, attorney, agent or other Person appointed by the DEBENTURE Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Debentures from the date, when the same shall have been paid and until such reimbursement, all such sums shall be a charge upon the Security in priority to the charge securing the Debentures;

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(j) Promptly inform the DEBENTURE Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a material adverse effect on the Company's profits or business and the reasons therefor;

(k) Promptly inform the DEBENTURE Trustee of any loss or damage, which the Company may suffer due to force majeure circumstances or act of God against which the Company may not have insured its properties;

(l) Company shall inform the DEBENTURE Trustee of any major change in Board of Directors, which may amount to change in control as per SEBI (Substantial Acquisition of Shares and Takeovers) Regulations 2011;

(m) Not declare or pay any dividend to its Share Holder during any financial year unless it has paid the installment of principal and interest then due and payable on the Debentures, or has made provision satisfactory to the DEBENTURE Trustee for making such payment.

(n) Execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the DEBENTURE Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the DEBENTURE Trustee, pay the stamp duty on this Deed and the Debentures on or at the time of execution of this Deed and all reasonable costs of the DEBENTURE Trustee (including legal costs) and other charges, if any, incurred in connection with the stamping and if, any penalty or legal costs or any other charges are paid by the DEBENTURE Holder.

(o) The Company shall comply with directions of any regulatory authority in relation to debenture issue and perform and observe in all material respects including in a timely manner, all its covenants as contained in this Deed.

(n) shall take necessary steps to preserve the security as may be applicable i.e. taking insurance.

(o) inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the company

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17.5. In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast @ 2% p.a. over the coupon rate shall be payable by the Company for the defaulting period

17.6. In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company shall pay penal interest of atleast @ 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.

17.7. The Company hereby undertakes and agrees with the DEBENTURE Trustee:

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(i) The Company shall, as soon as possible but not later than (unless otherwise specified) 15 (fifteen) Business Days from the occurrence of any of the events set out below:

(a) on occurrence of a rating downgrade event, notify the DEBENTURE Trustee;

(b) shall furnish, upon the request of the DEBENTURE Trustee such documentation and other evidence as is reasonably requested by the DEBENTURE Trustee (including on behalf of any Debenture Holder) for such Debenture Holder to conduct any "know your customer" or other similar procedures under Applicable Laws.

(c) Company shall inform the DEBENTURE Trustee in respect of any change in nature of business by Company before such change.

(ii) The Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the DEBENTURE Trustee such data, information, statements and reports as may be deemed necessary by the DEBENTURE Trustee in order to enable them to comply with the provisions the said regulations thereof in performance of their duties in accordance therewith to the extent applicable to the DEBENTUREs; and

(iii) The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the DEBENTURE Holder. The Company further undertakes that it shall promptly comply with the reasonable suggestions and directions that may be given in this regard, from time to time, by the DEBENTURE Trustee and shall inform the DEBENTURE Trustee periodically of such compliance.

(iii)(a) The Issuer shall promptly furnish to the Debenture Trustee the details of all the grievances received and shall comprise the following:

i) Names of the complainants/Debenture Holders.
ii) Nature of grievances/complaints.
iii) Time taken for redressal of complaint/grievances etc.
iv) The steps taken by the Issuer to redress the same.

(iv) The Company must not enter into any amalgamation, demerger, merger, acquisition or reconstruction which in any manner violates, overrides or circumscribe the provisions of securities laws or exchange requirements or any other applicable laws.

(v) The Company shall, forward to DEBENTURE Trustee a quarterly report inter alia containing the following particulars (i) names and addresses of the updated Debenture Holder (ii) details of interest due but unpaid and reasons thereof (iii) number and nature of grievances received and resolved by the Company or unresolved by the Company and the reasons for the same and any other information as required under the regulations (iv) Statement that the assets of the Company which are available as and by way of security are sufficient to discharge the claims of the Debenture Holder/Beneficial Owner(s) as and when the same become due.

(vi) The Company shall, to the extent required under SEBI (Listing Obligations & Disclosure Requirements) Regulation, 2015 submit to the BSE Ltd. for dissemination, along with the half yearly financial results, a half-yearly communication, counter signed by the Debenture Trustee, containing, *inter alia*, the following information:

(a) credit rating and change in credit rating (if any);

(b) asset cover available; ;

(c) debt-equity ratio;

(d) previous due date for the payment of interest/ repayment of principal of non- convertible debt securities and whether the same has been paid or not; and,

(e) next due date for the payment of interest /principal along with the amount of interest/ payable and the redemption amount;

(f) capital redemption reserve/debenture redemption reserve, if required;

(g) net worth;

(h) net profit after tax;

(i) earnings per share

(vii) The Company shall furnish to stock exchanges half yearly communication as required under SEBI (Listing Obligations & Disclosure Requirements) Regulation, 2015.

(viii) The Company shall provide compliance of the following:-

I. On Quarterly basis:-

(i) Certificate from the Director / Managing Director of the issuer company certifying the value of the book debts / receivables.

(ii) Certificate from an independent chartered accountant giving the value of book debts / receivables.

II. On Yearly basis:-

a) Certificate from the Statutory Auditor giving the value of book debts / receivables

(ix) The Company shall provide for periodical status/ performance reports within 7 days of the relevant board meeting or within 45 days of the respective quarter whichever is earlier.

(x) The Company shall submit to the Debenture Trustee a certificate from the Statutory Auditor:

(i) in respect of utilisation of funds during the implementation period of the project; and

(ii) in the case of debentures issued for financing working capital, at the end of each accounting year.

(xi) The Company shall submit such information, as may be required by the Debenture Trustee from time to time.

18. **APPOINTMENT, REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS OF THE DEBENTURE TRUSTEE**

18.1. Appointment of Trustee

The Company has appointed the Trustee as the Debenture Trustee to the Issue and the trustee hereby agrees to act as Debenture Trustee for the benefit of Debenture Holder and their successors, transferees and assignees, the Trustee agrees and is authorized:

(a) To execute and deliver the Trust Deed and all other documents, agreements, instruments and certificates contemplated by this Trust Deed which to be executed and delivered by the Debenture Trustee or as the Debenture Trustee shall deem advisable and in the best interest of the Debenture Holder;

(b) To take whatever action is required to be taken by the Trustee by the terms and provision of this Trust Deed and subject to the terms and provisions of this Trust Deed and applicable law, to exercise its rights a and perform its duties and obligations under each of documents, agreements, instruments and certificates referred to in sub-clause (a) above, in such documents, agreements, instruments and certificates; and

(c) Subject to the terms and conditions of this Trust Deed, to take such other action in connection with the foregoing as the Debenture Holder may from time to time direct.

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18.2. (a) The DEBENTURE Trustee is registered with SEBI under a valid and subsisting registration no. IND000000034 to act as a debenture/ Debenture trustee, and the certificate of registration is valid for permanent, until suspended or cancelled by SEBI. The DEBENTURE Trustee shall ensure that the certificate of registration remains in force, including taking prompt steps for renewal of such certificate, in case of

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expiry. The DEBENTURE Trustee shall immediately inform the Issuer if its registration is cancelled or withheld, for any reason whatsoever;

(b) The DEBENTURE Trustee has complied with and shall comply with all Applicable Laws, regulations and guidelines, including but not limited to SEBI (Debenture Trustees) Regulations, 1993, as amended and the SEBI Debt Regulations;

(c) The DEBENTURE Trustee shall make all efforts and carry out such acts as are necessary for the protection of the holder(s) of Debenture(s) and to do all things necessary in order to resolve the grievances of the Holder) of Debenture(s);

(d) The DEBENTURE Trustee shall ensure on a continuous basis that the security charged to the Debenture(s) is available and adequate at all times to discharge the interest and principal amount payable in respect of the Debenture(s) and that such security is free from any other encumbrances save and except those which are specifically agreed to by the DEBENTURE Trustee;

(e) The DEBENTURE Trustee shall exercise due diligence at all times, ensure proper care and exercise independent professional judgment;

(f) The DEBENTURE Trustee shall take appropriate measures for protecting the interest of the Holder(s) of Debenture(s) as soon as any breach of this Deed or law comes to its notice; and

(g) The DEBENTURE Trustee shall be responsible for the acts or omissions of its employees and agents in respect to the conduct of its business.

18.3. Debenture Trustee further represents that it –

(i) does not beneficially holds shares in the company;

(ii) is not a promoter, director or key managerial personnel or any other officer or an employee of the company or its holding, subsidiary or associate company;

(iii) is not beneficially entitled to moneys which are to be paid by the company otherwise than as remuneration payable to the debenture trustee;

(iv) is not indebted to the company, or its subsidiary or its holding or associate company or a subsidiary of such holding company;

(v) has not furnished any guarantee in respect of the principal debts secured by the debentures or interest thereon;

(vi) has not any pecuniary relationship with the Company amounting to two per cent or more of its gross turnover or total income or fifty lakh rupees or such higher amount as may be prescribed, whichever is lower, during

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the two immediately preceding financial years or during the current financial year;

(vii) is not relative of any promoter or any person who is in the employment of the Company as a director or key managerial personnel.

18.4. Duties of Debenture Trustee

It shall be the duty of Debenture Trustee to-

(a) satisfy himself that the letter of offer does not contain any matter which is inconsistent with the terms of the issue of debentures or with the trust deed;

(b) satisfy himself that the covenants in the trust deed are not prejudicial to the interest of the debenture Holder;

(c) call for periodical status or performance reports from the company;

(d) communicate promptly to the debenture Holder defaults, if any, with regard to payment of interest or redemption of debentures and action taken by the trustee therefor;

(e) ensure that the company does not commit any breach of the terms of issue of debentures or covenants of the trust deed and take such reasonable steps as may be necessary to remedy any such breach;

(f) inform the debenture Holder immediately of any breach of the terms of issue of debentures or covenants of the trust deed;

(g) ensure the implementation of the conditions regarding creation of security for the debentures, if any, and debenture redemption reserve;

(h) ensure that the assets of the company issuing debentures and of the guarantors, if any, are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the debenture Holder;

(i) do such acts as are necessary in the event the security becomes enforceable;

(j) call for reports on the utilization of funds raised by the issue of debentures-

(k) take steps to convene a meeting of the Holder of debentures as and when such meeting is required to be held;

(l) perform such acts as are necessary for the protection of the interest of the debenture Holder and do all other acts as are necessary in order to resolve the grievances of the debenture Holder.

19. **REALISATION OF MONIES**

19.1. Trust of Proceeds

The DEBENTURE Trustee shall hold UPON TRUST the monies received by them or any part thereof in their capacity as DEBENTURE Trustee for the benefit of the Debenture Holder and they shall utilise the monies received in the following order of priority:

(i) Firstly, to reimburse themselves and retain, pay or discharge all the costs, charges and expenses incurred in calling in, collection, or the exercise of the powers and trusts under these presents, including their remuneration as herein provided;

(ii) Secondly, in or towards *pari passu* payment to the Debenture Holder of the interest and redemption amount and all amounts due and remaining unpaid (which shall be deemed to accrue from day to day) on the Debentures held by them.

19.2. Liability to Debenture Holder for deficiency

The Company shall remain liable to the Debenture Holder for any deficiency in the repayment of all amounts due to it under this Deed and/or the Debentures.

20. **DEBENTURE TRUSTEE NOT TO RECOGNISE ANY INTEREST IN THE DEBENTURE/ DEBENTURES**

The DEBENTURE Trustee shall not be affected by any notice, express or implied, of the rights, title or claim of any Person to the said monies other than the Debenture Holder.

21. **DEBENTURES FREE FROM EQUITIES**

The Debenture Holder will be entitled to their Debentures free from equities or cross claims by the Company against the original or any intermediate Holder thereof.

22. **Register OF Debenture Holder**

The register of the Debenture Holder in respect of Debentures (the "**Register**") will be maintained by the Depository in accordance with the provisions of the Companies Act, 2013, Depositories Act, 1996 and the regulations made thereunder and the regulations made by SEBI and other statutory authorities made from time to time. The R&T Agent shall, in relation to the Debentures, obtain a list of beneficial Holder from the Depository as at the Record Date for Interest, on such date or within one Business Day of such date. The Company in accordance with the provisions of Section 88 of the Companies Act, 2013 will maintain a necessary register , the DEBENTURE Trustee and/or the DEBENTURE Holder or any of them or any other Person shall, as provided in Section 94 of the Companies Act, 2013 be entitled to inspect the said register/record and to take copies of or extracts from the same or any part thereof during usual business hours.

23. DEBENTURE REDEMPTION RESERVE

As per the Companies (Share Capital and Debentures) Rules, 2014 dated 31.03.2014, DRR is not required to be created in the case of privately placed debentures issued by NBFC's registered with the RBI under section 45-IA of the RBI (Amendment) Act, 1997. However, the Company agrees and undertakes that in case if there is any change in the guidelines / direction / amendment in Act/ SEBI Regulation / RBI regulation, the Company shall create the DRR.

24. PURCHASERS AND PERSONS DEALING WITH DEBENTURE TRUSTEE NOT PUT ON ENQUIRY

No purchaser, existing charge Holder or other person dealing with the DEBENTURE Trustee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the Security charged herein or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the DEBENTURE Trustee or Receiver and in the absence of malafide on the part of such purchaser, existing charge holder or other person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Company or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

25. RECEIPT OF DEBENTURE TRUSTEE TO BE EFFECTUAL DISCHARGE

Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the DEBENTURE Trustee for the purchase money of any part of the Security sold and for any other monies paid otherwise howsoever, to them shall effectually discharge the purchaser or purchasers or person paying the same there from and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

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26. APPLICATION TO COURT

The DEBENTURE Trustee may, at any time after the Security hereby charged becomes enforceable, apply to the Court for an order that the powers and trusts hereof be exercised and carried into execution under the directions of the Court and for the appointment of a Receiver of the Security or any of them and for any other order in relation to the execution and administration of the powers and trusts hereof as the DEBENTURE Trustee shall deem expedient and it may assent to or approve of any application to the Court made at the instance of any of the Debenture Holder and shall be indemnified by the Company against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

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27. ADDITIONAL POWERS OF DEBENTURE TRUSTEE

The DEBENTURE Trustee shall exercise all rights, powers and duties in accordance with and available to the DEBENTURE Trustee under the:

(i) Indian law; and / or
(ii) Principles of equity.

In addition to the other powers conferred on the DEBENTURE Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained or of any statute limiting the liability of the DEBENTURE Trustee, IT IS EXPRESSLY DECLARED as follows:

(a) The DEBENTURE Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the DEBENTURE Trustee or otherwise;

(b) The DEBENTURE Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Company or other authorized signatories of the Company as identified in the relevant board resolution as to any act or matter prima facie within the knowledge of the Company as sufficient evidence thereof;

(c) The DEBENTURE Trustee shall be at liberty to keep these presents at its registered office or elsewhere or if the DEBENTURE Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with any advocates or firm of solicitors and the DEBENTURE Trustee may pay all sums required to be paid on account of or in respect of any such deposit;

(d) Save as herein otherwise expressly provided the DEBENTURE Trustee shall, as regards all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof;

(e) With a view to facilitating any dealing under any provision of these presents the DEBENTURE Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;

(f) The DEBENTURE Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination, bonafide made, whether or not the same shall relate wholly or partially to the acts or proceedings of the DEBENTURE Trustee, shall be conclusive and binding upon all Persons interested hereunder., in respect of any doubt or ambiguity arising in relation to any of the provisions of these presents or if the DEBENTURE Trustee is unsure as to the manner in which it should exercise its powers, authorities, discretions, rights or remedies under these presents, the DEBENTURE Trustee may obtain the instructions or directions of Debenture Holder representing at least 75% (fifty percent) of the aggregate outstanding Debentures under any one Series, and it shall not be liable to the Debenture Holder or any other party for so acting in accordance with such instructions or directions;

Nothing contained in this Deed shall exempt the Debenture Trustee from or indemnify it against any liability for gross negligence, breach of trust or wilful default nor any liability which by virtue of any rule or law would otherwise attach to it in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

28. **BREACH OF COVENANT BY THE COMPANY MAY BE WAIVED**

The DEBENTURE Trustee may waive any breach by the Company of any of the covenants and provisions in this document. The DEBENTURE Trustee may waive on such terms and conditions as it deem expedient any breach by the Company of any of the covenants and provisions in these presents contained, without prejudice to the rights of the DEBENTURE Trustee in respect of any subsequent breach thereof.

29. **POWER OF DEBENTURE TRUSTEE TO DELEGATE/APPOINT AGENTS**

29.1. The DEBENTURE Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by these presents act through an officer, agent, or officers for the time being of the DEBENTURE Trustee and the DEBENTURE Trustee may also, whenever they think it expedient delegate by power of attorney or otherwise to any such officer all or any of the Trusts, powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the DEBENTURE Trustee may think fit.

29.2. The DEBENTURE Trustee shall appoint, or ensure that the Company appoints, the R&T Agent and shall specify in the relevant documentation that the R&T Agent shall be responsible for performance of the following functions:

(a) To obtain a list of Beneficial Owners from the Depository(ies) as at the Record Date for Interest, on such date or within one Business Day of such date;

(c) To examine the details specified in the form submitted by each Debenture Holder and in the event of erroneous or incorrect forms, to determine in its sole discretion, the number of fully paid Debentures to be allocated to the Debenture Holder;

30. **DEBENTURE TRUSTEE'S REMUNERATION**

30.1. The Company shall in each and every year during the continuance of this Deed pay to the DEBENTURE Trustee so long as they hold the office of the DEBENTURE Trustee of these presents, remuneration hereinafter mentioned for their services as DEBENTURE Trustee in addition to all legal, traveling and other costs, charges and expenses which the DEBENTURE Trustee or their officers, employees or agents may incur in relation to execution of the Deed hereof. The remuneration shall continue to be payable until the DEBENTURE Trustee hereof shall be finally discharged and whether or not a Receiver shall have been appointed or the Trust hereof shall be in course of administration by or under the direction of the Court. (As mentioned in consent letter no. CL/MUM/18-19/DEB/707 dated 22.07. 2019.

Acceptance Fee	Service Charge
INR 50,000	INR 80,000 p.a.

30.2. The Company shall pay to the DEBENTURE Trustee all legal, traveling and other costs, charges and expenses incurred by them, their officers, employees, agents in connection with execution of these presents with prior permission of the Company.

31. APPOINTMENT OF DEBENTURE TRUSTEE AS ATTORNEYS OF THE COMPANY

The Company hereby irrevocably appoints the Trustees to be the Attorneys of the Company in the name and on behalf of the Company to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustees be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Company by these presents or of giving to the Debenture Holder(s)/Beneficial Owner(s) or to the Trustees on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Trustees or any Receiver appointed by them.

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32. MODIFICATIONS TO THESE PRESENTS

The DEBENTURE Trustee shall concur with the Company in making any modifications in these presents which is essential and in the opinion of the DEBENTURE Trustee would not be materially prejudicial to the interests of the Debenture Holder, and to any modification of the terms of the Debentures or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error. Any other change or modification to the terms of the Debentures or the Deed shall require approval by the Debenture Holder as set out in the Fourth Schedule. Upon obtaining such approval, the DEBENTURE Trustee and the Company shall give effect to the same by executing necessary deed(s) supplemental to these presents (as necessary).

33. RETIREMENT& REMOVAL OF DEBENTURE TRUSTEE

33.1. The DEBENTURE Trustee hereof may retire at any time provided that they shall have given atleast 1 (one) month's prior notice in writing to the Company in that behalf. Provided that, any resignation by the DEBENTURE Trustee shall become effective only after a successor DEBENTURE Trustee has been appointed in accordance with this Deed and the DEBENTURE Trustee shall not relinquish his duties unless another trustee has been appointed. The Company will ensure that it takes the necessary steps to appoint a new trustee in place of the retiring Debenture Trustee within reasonable period of time.

33.2. The DEBENTURE Trustee hereof may be removed by obtaining the written consent of the Debenture Holders holding at least 75% of the nominal value of the debentures.;

33.3. For the purposes aforesaid, upon receipt of the notice of retirement from the DEBENTURE Trustee for the time being hereof or on the occurrence of the vacancy in the office of the DEBENTURE Trustee hereof, the Company shall inform the same to the Debenture Holder. The Company may appoint a body corporate or a statutory corporation which is a financial institution & which is registered under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as a DEBENTURE Trustee hereof. The board of the Company may fill casual vacancy in the office of trustee while any such vacancy continues, however where such vacancy is caused by resignation of the trustee, such vacancy shall be filled only by consent of majority of Debenture Holder. Provided that, any such removal of the DEBENTURE Trustee shall become effective only after a successor DEBENTURE Trustee has been appointed in accordance with this Deed and the DEBENTURE Trustee shall not relinquish his duties unless another trustee has been appointed.

34. **COVENANT FOR RECONVEYANCE**

Upon proof being given to the reasonable satisfaction of the DEBENTURE Trustee that all the Debentures entitled to the benefit of the trusts hereof together with interest, and all other monies payable there under have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the DEBENTURE Trustee or by any receiver in relation to these presents (including the remuneration of the DEBENTURE Trustee and of any receiver and all interest thereon) and upon observances and performance of the terms and conditions and covenants herein contained the DEBENTURE Trustee shall, at the request and cost of the Company, release, re-assign or re-convey to the Company or, as the Company may direct, to such other person entitled thereto the Security or such part thereof as may remain subject to the security hereby charged freed and discharged from the trusts and security hereby charged.

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35. **NOTICES**

36.1. Any notices, request and other communications to be given or made under this Deed shall be in writing; and except as provided otherwise in this Deed, such notice, request or other communication shall be deemed to have been duly served or made when it shall be delivered by registered post, courier, hand, email or facsimile (with receipt of a facsimile confirmation slip being sufficient evidence of such transmission by the sender) to the Party to which it is required or permitted to be served or made at such Party's address as specified below.

Provided however that any notice or communication to the DEBENTURE Trustee shall be effective only on actual receipt by the officer of any such Person for whose attention the notice or communication has been expressly marked.

Provided further that an original of each notice and communication sent by telex or facsimile shall be dispatched by person, or courier and, if such person or courier service is not available, by registered first class mail with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this Section, without regard to the dispatch of such original.

The address for service of the Company shall be:

Capri Global Capital Limited

Address	:	502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, Maharashtra
Attention	:	Mr. Rajesh Sharma
Tel No.	:	+91 22 4088 8100
Fax	:	+ 91 22 4088 8170
Email	:	rajesh.sharma@capriglobal.in

The address for service of the DEBENTURE Trustee shall be:

Catalyst Trusteeship Limited (CTL)

Address	:	GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud Pune, Maharashtra 411038
Attention	:	Umesh Salvi
Tel. No.	:	022 49220555
Fax	:	022 49220505
Email	:	www.umesh.salvi@ctltrustee.com

36.2. Any Party may in writing to other Party change its designated address. Such change shall take effect when all Parties have been informed of it.

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36. **WAIVER**

37.1. No Implied Waiver or Impairment

No delay or omission of the DEBENTURE Trustee in exercising any right, power or remedy accruing of the DEBENTURE Trustee upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the DEBENTURE Trustee in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the DEBENTURE Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of

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any other right, power or remedy. The rights and remedies of the DEBENTURE Trustee herein provided are cumulative and not exclusive of any rights or remedies provided by law or equity.

37.2. Express Waiver

A waiver or consent granted by the DEBENTURE Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

37. **MISCELLANEOUS**

38.1. Limitation on Rights of Others

Nothing in this Deed, whether express or implied, shall be construed to give to any Person other than the DEBENTURE Trustee and the Debenture Holder any legal or equitable right, remedy or claim under or in respect of this Deed, except as expressly provided in this Deed, any covenants, conditions or provisions contained herein all of which are, and shall be construed to be, for the sole and exclusive benefit of the DEBENTURE Trustee and the Debenture Holder.

38.2. Other Remedies

The rights and remedies conferred upon the DEBENTURE Trustee under this Deed:

(a) shall not prejudice any other rights or remedies to which the DEBENTURE Trustee may, independently of this Deed, whether by statute or otherwise, be entitled and in particular, the DEBENTURE Trustee and/or the Debenture Holder shall retain all rights and remedies available to it under the IM and this Deed; and

(b) shall not be prejudiced by any other rights or remedies to which the DEBENTURE Trustee may, independently of this Deed, be entitled to.

38. **SEVERABILITY**

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

39. **EFFECTIVE DATE**

The provisions of this Deed shall become effective on the Deemed Date of Allotment of relevant series in the IM.

40. **GOVERNING LAW**

This Deed shall be governed by and construed in accordance with laws of India.

41. **JURISDICTION**

The Company agrees that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

42. **INCONSISTENCY**

In the event of any inconsistency between the provisions of this Deed and the IM, in that case, the IM should prevail and the Parties shall take all necessary steps to remove the inconsistency.

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THE FIRST SCHEDULE

(Details of Security)

First *pari passu* charge on following:

SCHEDULE A Property

All the piece and parcel of land situated in No. 100, Guduvanchery to Tirupporur Road, Nellikuppam, Chennai - 603 108, comprised in Sy. Nos. 149/10A1A, 149/10D2 (currently 149/10D2B), 149/11, 152/1B, 152/2, 152/3, 152/4 and 152/7B situated in No. 100, Nellikuppam Village, Chengalpattu Taluk, Kancheepuram District, measuring a total extent of 537255.72 sq. ft. or thereabouts and bounded on the

North by: Sy. Nos. 149/6, 149/7, 287, 152/1A, 149/10A1A (Part) and 149/11 (Part);

East by: Sy. Nos. 155, 152/5, 152/6, 152/7C, 152/7A, 149/10D3, 149/11 (Part) and 149/10A1A (Part);

West by: Sy. Nos. 149/6, Tirupporur Main Road, 149/10A1B, 149/10A2, 149/10B, 149/10C, 149/10D1, 149/11 (Part) 149/10D3, 152/7A and 149/10A1A (Part);

South by: Sy. Nos. 149/10A1B, 149/11 (Part), 149/14, 152/7A, 152/7E, 152/7C, 152/5, 149/10A1A (Part) and Tirupporur Main Road

And situated within the Registration District of Chengalpattu and Sub Registration District of Thirupporur.

SCHEDULE B

82.5% undivided share in the Larger Property described in the Schedule A above. Which amounts to 635 sq. ft. undivided share in the Schedule A Property above.

SCHEDULE C

(Description of the Flat)

Flat bearing No. 3D in the Third Floor, Block 4, as per DTCP approval wherein after Stilt Floor it is considered as Ground Floor + 3 Floors instead of Stilt + 4 Floors having a super built up area of 1,085 sq. ft. or thereabouts (inclusive of proportionate share in the common areas) in the residential building complex named "Asvini - Amanya" constructed over the Larger Property (mentioned in Schedule A) together with 1 covered car park in the stilt floor.

SCHEDULE D

(Description of the said Property secured under this Deed)

The UDS in the immovable property mentioned in Schedule C above along with the Flat mentioned in Schedule D above.

And

the book debts of the Issuer shall mean all current and future loan assets of the Issuer and all monies receivable there under, pursuant to the terms of the Debenture Trust Deed with a security cover of 1.25 times of amount of Debentures to cover Debentures outstanding at all times, and interest due thereon.

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THE SECOND SCHEDULE
FINANCIAL COVENANTS AND CONDITIONS

1. **INTEREST RATE AND MANNER OF PAYMENT**

The Debentures shall carry interest at the interest rate stipulated in the relevant IM Series from the Deemed Date of Allotment. The interest will be paid quarterly from the Deemed Date of Allotment till redemption of the Debentures. The interest payable shall be computed on actual/actual day count basis.

The interest payment on the Debentures shall be made to the Debenture Holder whose name is registered in the register of Debenture Holder on the record date. The final interest shall be paid along with the redemption proceeds.

Interest on application money shall be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in Issuer's Bank Account upto one day prior to the Deemed Date of Allotment.

Further, if the date of payment of coupon/ interest rate specified does not fall on a working day, the coupon payment shall be made on the immediately succeeding working day without such additional period.

2. **REDEMPTION PERIOD**

The face value of the Debenture will be redeemed at par on expiry of number of years as mentioned in relevant IM years from the Deemed Date of Allotment. Unless otherwise provided in this Trust Deed, the Security shall be construed to be discharged on the Maturity/Redemption Date under the IM. The Debentures will not carry any obligation, for interest or otherwise, after the date of redemption. The Debentures held in the dematerialized form shall be taken as discharged on payment of the redemption amount by the Company on maturity to the registered Debenture Holder on the record date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder. In case the redemption date falls on a day which is not a working day, then the payment due shall be made on the previous working day.

If the Redemption Date/ Maturity Date (also being the last Coupon/ Interest Payment Date) falls on a day which is not a working day, the redemption proceeds shall be paid on the immediately preceding working day along with the interest accrued on the Debentures until but excluding the interest for intervening period.

No action will ordinarily be required on the part of the Debenture Holder at the time of redemption/interest payment, and the Maturity Amount/ Interest Payment will be paid to those Debenture Holder whose names appear in the Register of Debenture Holder maintained by REC/Registrar on the Record Date fixed for the purpose of redemption. However, Company may require the Consolidated Debenture Certificate(s), duly discharged by the sole holder or all the joint-Holder [signed on the reverse of the Consolidated Debenture Certificate(s)] to be surrendered for redemption on Maturity Date and sent by the Debenture Holder by registered post with acknowledgment due or by hand delivery to the Registrar to the Issue or Company or to such persons at such addresses as may be notified by Company from time to time. Debenture Holder may be requested to surrender the Consolidated Debenture Certificate(s) in the manner stated above, not more than three months and not less than one month prior to the Maturity Date so as to facilitate timely payment.

a) The Company shall furnish the details of payments made to the Debenture Holder's containing the following towards redemption or the payment of the principal amount.

   i) Names of the Debenture Holder's.
   ii) Amount paid
   iii) Date of payment
   iv) Mode of payment (NEFT/ RTGS)

b) The Company shall furnish the details of payments made to the Debenture Holder's containing the following towards the payment of interest.

   i) Names of the Debenture Holder's.
   ii) Amount paid
   iii) Date of payment
   iv) Mode of payment (NEFT/ RTGS)

3. **PUT/CALL OPTION**

Put/Call option shall be as per the term sheet included in the IM.

4. **PAYMENTS**

Payment of the principal and interest will be made to the registered holder and in case of joint Holder to the one whose name stands first in the register of Debenture Holder or list maintained by the Depositories. Such payments shall be made by RTGS / NEFT by the Company.

5. **TAXATION**

The interest on application money will be paid subject to deduction of tax at source at the rates prevailing from time to time under the Income Tax Act, 1961 or any other statutory modification or enactment thereof.

Interest on Debentures from deemed date of allotment shall be subject to prevailing tax laws.

6. **FURTHER BORROWINGS**

The Company shall be entitled to make further issue of Debentures and/or raise further loans and/or avail of further deferred payment/ guarantee facilities which may be secured or unsecured from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate, on such terms as may be mutually acceptable to the Company, the

Trustees and the investment institutions participating in such issues in future provided the minimum security cover is maintained and the prior written consent of the Debenture Trustee is obtained.

7. TRANSFER OF DEBENTURES

The normal procedure applicable for dematerialised securities shall be followed for transfer of Debentures in electronic form. In case of transfer (from one dematerialised holder to another dematerialised holder), the seller will give delivery instructions containing details of the buyer's DP account to his Depository Participant (DP).

8. DEBENTURE HOLDER NOT ENTITLED TO SHAREHOLDER RIGHTS

The Debenture Holder will not be entitled to any of the rights and privileges available to the ShareHolder including right to receive notices of or to attend and vote at General Meetings or to receive Annual Reports of the Company.

If, however, any resolution affecting the rights attached to the Debentures is placed before the ShareHolder, such resolution will first be placed before the Debenture Trustees for their consideration and requisite action.

9. VARIATION OF DEBENTURE HOLDER RIGHTS

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated with the consent in writing of the majority debenture holders

10. ENFORCEMENT

At any time after the Debentures or any of them have become repayable and have not been repaid, the DEBENTURE Trustee may at their discretion and without further notice institute such proceedings against the Company as they may think fit to enforce repayment thereof together with accrued interest and all other monies payable in respect thereof but they shall not be bound to take any such proceedings unless -

(a) The Trustees are so requested in writing by the Debenture Holder(s)/ Beneficial Owner(s) of the Debentures;

(b) Sufficient monies are advanced by the Debenture Holder(s)/ Beneficial Owner(s) to the Trustees for enforcement of their rights and security; and

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11. TERM SHEET

Security Name	Capri Global Capital Limited Series 4
Issuer	Capri Global Capital Limited
Type of Instrument	Secured, Redeemable, Rated, Non-Convertible, Non-Cumulative Debentures

Seniority	Secured, Senior and Unsubordinated Debenture Series
Nature and status of Instrument	Secured, Redeemable, Non-Convertible, Non-Cumulative Debentures
Mode of Issue	Private placement
Eligible Investors	1. Mutual Funds 2. Public Financial Institutions specified in Section 2(72) of the Companies Act 2013 3. Scheduled Commercial Banks 4. State Industrial Development Corporations 5. Insurance Companies registered with the Insurance Regulatory and Development Authority 6. Provident Funds, Pension Funds, Gratuity Funds and Superannuation Funds authorized to invest in the Issue 7. National Investment Funds set up by resolution no. F. No. 2/3/2005- DDII dated November 23, 2005 of the Government of India published in the Gazette of India 8. Insurance funds set up and managed by army, navy or air force of the Union of India 9. Companies and Bodies Corporate authorized to invest in debentures 10. Co-operative Banks and Regional Rural Banks authorized to invest in /debentures 11. Gratuity Funds and Superannuation Funds 12. Societies authorized to invest in debentures 13. Trusts authorized to invest in debentures 14. Foreign Institutional Investors and sub-accounts registered with SEBI or Foreign Portfolio Investors (not being an individual or family offices) 15. Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in debentures. 16. Hindu Undivided Families 17. Partnership firms
Non-Eligible classes of Investors	1. Minors 2. Non-resident investors being an individual including NRIs, QFIs(individual), and FPIs (individual or family offices) 3. Venture Capital Fund and Foreign Venture Capital Investor 4. Overseas Corporate Bodies 5. Person ineligible to contract under applicable statutory/regulatory requirements
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	BSE Document No. 10412 of 2019 of Book I Contains 70 Sheets 45 Sheet Registering Officer
Rating of the Instrument	IVR AA/ Stable outlook (IVR Double A with Stable Outlook)
Issue Size	Up to INR 150.00 Crores
Purpose	The funds raised through this issue, after meeting the expenditures of and related to the issue, will be used by the Issuer for its permissible various financing activities, repaying its our existing loans and for business operations. The Main Objects clause of the Memorandum of Association of the

	Company permits the Company to undertake the activities for which the funds are being raised through the present Issue and also the activities which the Company has been carrying on till date.
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue	The issuer shall use the proceeds from issue debenture pursuant to the Debenture Trust Deed for Lending activities and other business activities as permitted by RBI Guidelines.
Details of the utilization of the Proceeds	The funds raised through this private placement are not meant for any specific project as such and therefore the proceeds of this Issue shall be utilized for the regular business activities of Issuer. Therefore, the management shall ensure that the funds raised via this private placement shall be utilized only towards satisfactory fulfillment of the Objects of the Issue.
Coupon Rate	Fixed (Yield Basis)
Bidding type	Open bidding
Allocation Method	Uniform Allotment
Coupon Type	Yield Basis
Step Up/Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Quarterly and at maturity
Coupon Payment Date*	[•]
Coupon Type	Fixed
Day Count Basis	Actual/Actual
Interest on Application Money	In case Deemed Date of Allotment is different from Pay in Date, the Company shall be liable to pay to the Debenture Holders interest on application money at the Coupon Rate prevailing on the Deemed Date of Allotment for the period commencing on the date of receipt of the application monies by the Company up to one day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders within 7 (Seven) Business Days from the Deemed Date of Allotment, under the terms of this Deed and the other Transaction Documents.
Interest on Refunded Money against which Allotment is not made	In respect of applications, which are valid but rejected on account of oversubscription, interest on refunded money shall be paid at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) (excluding the valid rejections) for the period starting from and including the date of realization of Application Money in Issuer's Bank Account up to but excluding the Deemed Date of Allotment. The refund amounts together with interest thereon shall be paid by the Issuer to the relevant Applicants within 15 days from the Deemed Date of Allotment.

Default Interest Rate	2% p.a. over the coupon rate will be payable by the Company for the defaulting period in case of default in payment of interest/redemption amount.
Tenor	10 years
Redemption Date **/ Principal Repayment	NCDs are redeemable at par at the end of 10th year (Bullet Repayment)
Redemption Amount	Rs. 10,00,000/- (Rs. Ten Lakhs Only) per debenture
Redemption Premium /Discount	Nil, redemption at par
Issue Premium/Discount	Not Applicable
Issue Price	At par, i.e. Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Put option Date	Not Applicable
Put option Price	Not Applicable
Call Option Date	Not Applicable
Call Option Price	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Face Value	Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture
Minimum Application and in multiples of Debt securities thereafter	10 Debentures and in multiples of 1 Debenture thereafter
Issue Timing 1. Issue Opening Date 2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment	[•] Document No. 10480 of 2019 of Book I Contains 70 Sheets 47 Sheet Registering Officer
No. of Applications	N.A***
Issuance mode of the Instrument	In Dematerialized mode
Trading mode of the Instrument	In Dematerialized mode

Settlement mode of the Instrument	NEFT / RTGS.
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL).
Effect of Holidays	If the interest payment date falls on a holiday, the payment of interest up to original scheduled date, will be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. If the Redemption Date (also being the last Coupon Payment Date) of the Debenture 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 along with interest accrued on the Debenture until but excluding the date of such payment
Record Date	15 days prior to each Coupon Payment Date/ Redemption Date/Put option Date/Call Option Date. In the event the Record Date falls on a day which is not a Business Day, the next Business Day will be considered as the Record Date.
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, replacement of security) and Ranking of Security.	The NCDs being issued shall be secured through a first pari passu charge by hypothecation over the Hypothecated Assets of the Company and a first ranking pari passu mortgage over the Immovable Property of the Company or such other property as may be identified by the Company. The Company shall maintain security cover of at least 1.25 times of the entire redemption amount throughout the tenure of the NCDs.
Upfront Security Creation	Security shall be created upfront before disbursement.
Transaction Documents	The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue: 1. Letter appointing Trustees to the Debenture holders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Rating letter; 5. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Debentures in dematerialized form; 6. Tripartite Agreement between the Issuer; Registrar and CDSL for issue of Debentures in dematerialized form; 7. Letter appointing Registrar; 8. Application made to BSE for seeking their in-principle approval for listing of Debentures; 9. Listing Agreement with BSE
Additional Covenants	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 and above the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and up to but excluding the date on which such amount is paid. The NCDs shall be listed on BSE/NSE. In case of delay in listing of the Debentures beyond 20 days from the deemed date of allotment, the

	issuer will pay penal interest of at least @ 1% p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debentures to the investor. Listing: The Issuer shall complete all the formalities and seek listing permission within 20 days from the Deemed Date of Allotment. In case of delay in listing of the Debentures within the prescribed period from the Deemed Date of Allotment, the Company shall pay penal interest at the rate as mentioned in relevant regulations. In case the Debentures issued to the SEBI registered FIIs / sub-accounts of FIIs/FPIs are not listed within 15 days of issuance to the SEBI registered FIIs / sub-accounts of FIIs/FPIs, for any reason, then the FII/sub-account of FII/FPIs shall immediately dispose of the Debentures either by way of sale to a third party or to the Issuer and in case of failure to list the Debentures issued to SEBI registered FIIs/ sub-accounts of FIIs/FPIs within 15 days of issuance, the Issuer shall immediately redeem / buyback such Debentures from the FIIs/sub-accounts of FIIs/FPIs. In case the long term rating of the Debentures issued by the company is downgraded at any point of time during the currency of the Debentures the Debenture Trustee: a) reserves the right to reset the interest rate based on the downgraded rating with effect from the date of downgrading. b) reserve the right to recall its outstanding principal amount on the aforesaid debentures along with all other monies / accrued interest due in respect thereof including compensation for all real / notional losses calculated on the basis as the Corporation may deem fit;
Events of Default	As specified in this Deed
Remedies	As specified in this Deed
Cross Default	An Event of Default shall arise if the Issuer: (A) 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 (B) any Indebtedness of the Company is declared to become due and payable prior to its specified maturity as a result of an event of default (however described). (C) any encumbrance over any assets of the Company to secure any Financial Indebtedness (other than the Debentures) is enforced by any lender
Trustee	Catalyst Trusteeship Services Limited
Registrars	Link Intime India Private Limited
Conditions precedent to subscription of Debentures	The subscription from investors shall be accepted for allocation and

	allotment by the Issuer subject to the following: 1. Rating letters not being more than one month old from the issue opening date; 2. Seek a written consent letter from the Trustees conveying their consent to act as Trustees for the Debenture holders; 3. Making an application to BSE for seeking their in-principle approval for listing of Debentures.
Conditions subsequent to subscription of Debentures	In addition to the EBP Guidelines, the Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in the respective Series 4: 1. Maintaining a complete record of private placement offers in Form PAS-5 and filing the such record along with Private Placement Offer Letter in Form PAS-4 with the Registrar of Companies, Mumbai with fee as provided in Companies (Registration Offices and Fees) Rules, 2014 and with Securities and Exchange Board of India, within a period of thirty days of circulation of the Private Placement Offer Letter 2. Filing a return of allotment of Debentures with complete list of all Debenture holders in Form PAS-3 under Section 42(9) of the Companies Act, 2013, with the Registrar of Companies, Mumbai within thirty days of the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014. Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Private Placement Offer Letter.
Mode of Subscription	As per EBP Guidelines.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the Indian Law. The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts and tribunals in Mumbai.

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THE THIRD SCHEDULE
LIST OF ALLOTTEES

At the time of the allotment the debentures were issued to below investors:

S. No.	Name of Debenture holders	Amount invested
1	NIL	NIL

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THE FOURTH SCHEDULE
PROVISIONS FOR MEETINGS OF THE DEBENTURE HOLDER

PROVISIONS FOR MEETINGS OF THE BONDHOLDERS

The following provisions shall apply to the meetings of the Bond holders:-

1. Who may convene the meeting:

   (i) The Bond Trustee or the Company may, at any time, and the Bond Trustee shall at the request in writing of the holder(s) of Bonds representing not less than one-tenth in value of the aggregate outstanding amount of the Bonds, convene a meeting of the Bondholders. Any such meeting shall be held at such place in the city where the registered office of the Company is situated or at such other place as the Bond Trustee shall determine in consultation with the Company.

   (ii) The Bond Trustees may call or cause to be called by the Company a meeting of all the Bondholders on the happening of any event which may constitute a payment default or which in the opinion of the Bond Trustee affects the interests of the Bondholders.

2. Notice of meeting to Bondholders

   (a) A meeting of the Bond holders may be called by giving not less than 21 (twenty-one) days' notice in writing.

   (b) A meeting may be called after giving shorter notice than that specified in sub-clause (a) above, as per the Companies Act, 2013.

Contents and Manner of Service of Notice and Persons on whom it is to be served

   (a) Every notice of a meeting of the Bondholders shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

   (b) Notice of every meeting shall be given to:

every Bondholder in the manner provided in this Deed for service of notice;

the person(s) entitled to a Bond as a consequence of death or insolvency of a Bondholder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred.

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the auditor for the time being of the Company in the manner authorised by Section 20 of the Companies Act, 2013 in the case of the members of the Company and any other person as prescribed under Companies Act, 2013; and

the Bond Trustee when the meeting is convened by the Company and the Company when the meeting is convened by the Bond Trustee.

The accidental omission to give notice to or the non-receipt of notice by, any Bondholder or other person to whom it should be given shall not invalidate the proceedings at the meeting.

4. Explanatory Statement to be annexed

(i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including, in particular, the nature of the concern or interest, if any, therein of every director and the manager and any other person as prescribed in applicable law .

Provided that where any item of special business as aforesaid to be transacted at a meeting of the Bondholders relates to, or affects, any other company, the extent of shareholding interest in that other company of any director, and the manager, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than 2% (two per cent.) of the paid up share capital of that other company.

(ii) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Quorum for Meeting

(i) At every meeting of the Bondholders, the holder(s) of not less than majority Debenture holders under relevant tranche shall be quorum.

(ii) If, within half an hour from the time appointed for holding a meeting of the Bond Holders, a quorum is not present, the meeting, if called upon the requisition of the Bond Holders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Bond Trustee may determine and if, at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the holding of the meeting, the Bond Holders present shall be a quorum.

6. Chairman of Meeting

(i) The nominee of the Bond Trustee shall be the chairman of the meeting and in his absence the Bondholders personally present at the meeting shall elect one of them to be the chairman thereof on a show of hands.

(ii) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Companies Act, 2013, the chairman elected on a show of hands exercising all the powers of the chairman under the said provisions.

(iii) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.

7. Directors and BOND Trustee may attend meeting

The Bond Trustee and the directors of the Company and their respective legal advisors/solicitors may attend any meeting but shall not be entitled to vote thereat.

8. Passing of Resolution by Poll

At any meeting, a resolution may be passed by show of hands however if requested by Debenture holders, same may be put to the vote of the meeting and shall be decided by way of a poll.

9. Votes

At every such meeting each Bondholder shall be entitled to 1 (one) vote in respect of every Bond of which he is a holder and in respect of which he is entitled to vote.

10. Proxies

(i) Any Bondholder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Bondholder or not) as his proxy to attend and vote instead of himself.

(ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Bondholder entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of himself and that a proxy need not be a Bondholder.

(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a copy of the power of attorney certified by a notary shall be deposited at the registered office of the Company not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting.

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Registering Officer

(iv) The instrument appointing a proxy shall:

(a) be in writing; and

(b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

Catalyst Trusteeship Limited

(c) The instrument appointing a proxy shall be in any of the forms as may be prescribed under any law and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles of the Company.

(d) Every Bondholder entitled to vote at a meeting of the Bondholders of the Company on any resolution to be moved there at shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.

(e) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Bond in respect of which the proxy is given; provided that, no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

11. To vote differently

A Bondholder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

12. Scrutineers at Poll

(i) The chairman of the meeting shall appoint 2 (two) scrutineers to scrutinise the votes given on the poll and to report thereon to him.

(ii) The chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.

(iii) Of the two scrutineers appointed under this clause, one shall always be a Bondholder (not being an officer or employee of the Company) present at the meeting, provided that such a Bondholder is available and willing to be appointed.

13. Manner of taking Poll and Results thereof

(i) Subject to the provisions of the Companies Act, 2013, as the case may be, the Chairman of the meeting shall have the power to regulate the manner in which a poll shall be taken.

(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

14. Voting in case of Joint Holders

In the case of joint Bondholders, the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the other joint holder or holders.

15. Power to Adjourn Meeting

The chairman of a meeting of the Bondholders may, with the consent of a simple majority of the Bondholders by value present (whether in person or by proxy) at the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

16. Casting Vote

In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Bondholder.

17. Continuance of Business

The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

18. Chairman's Decision Conclusive

The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

19. Powers of the Meeting

A meeting of the Bond Holders shall, inter alia, have the following powers in respect of matters relating to the Bonds, exercisable in the manner hereinafter specified:

(i) Power to sanction any compromise or arrangement proposed to be made between the Company and the Bondholders.

(ii) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of assets under any power in the Company's Memorandum of Association or otherwise under the Act/ Companies Act, 2013 or provisions of any law.

(iii) Power to assent to any modification of the provisions contained in this Agreement and to authorise the Bond Trustee to concur in and execute any supplemental agreement embodying any such modification.

(iv) Power to remove the existing Bond Trustee and to appoint new Bond Trustee in respect of the Bonds.

(v) Power to give any direction, sanction, request or approval under any provision of this Agreement.

Provided that any such powers as mentioned above may also be exercised by written consent of Debenture Holders holding 75% of Debentures of relevant tranche under the Series.

20. Special Resolution

The powers set out in this Schedule shall be exercisable by a resolution passed by votes representing 3/4th (three-fourths) of the aggregate outstanding amount of the Bonds under this Series , at a meeting of the Bondholders duly convened and held in accordance with provisions herein contained (referred to as a "Special Resolution").

21. Resolution

A resolution passed by votes representing the majority outstanding amount of the at a general meeting of the Holders duly convened and held in accordance with these presents, shall be binding upon all the Holders of the Bond, whether present or not at such meeting, and each of the Holders of the Bond shall be bound to give effect thereto accordingly, and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

22. Minutes

Minutes of all resolutions and proceedings of every such meeting as aforesaid shall be recorded and duly entered in books maintained for the said purpose and any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting of the Bond Holders, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been so recorded shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

Notwithstanding anything herein contained, it shall be competent for all the Bondholders to exercise the rights, powers and authorities of the Bondholders under this Agreement by a letter or letters signed by or on behalf of the Bondholders representing 3/4th (three fourth) of the aggregate outstanding amount of the Bonds under this Series without convening a meeting of the Bondholders as if such letter or letters constituted a Special Resolution, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

CATALYST TRUSTEESHIP LIMITED

CAPRI GLOBAL CAPITAL LIMITED

23. Provisions for the Written Consent of the Bondholders

(i) For any written consent of the Bondholders, the Bond Trustee (or as applicable, the Company or a Bondholder) shall provide a notice in writing to the last available address of each Bondholder at least 10 (ten) Business Days prior to the date on which any decision is required to be made or consent to be provided is. The record date of such notice shall be the date falling 3 (three) Business Days prior to the date of dispatch of such notice.

(ii) If the notice specifies any notice period, then any consents received after such notice period will not be accepted. The Bondholders are required to submit their consent only in written form to the Bond Trustee.

CATALYST TRUSTEESHIP LIMITED

CAPRI GLOBAL CAPITAL LIMITED

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Registering Officer

IN WITNESS WHEREOF the Company and the DEBENTURE Trustee have caused these presents to be executed by their authorised officials the day, month and year first hereinabove.

Signed and delivered by Capri Global Capital Limited, as the Company, by the hand of:

CAPRI GLOBAL CAPITAL LIMITED

Signed and delivered by Catalyst Trusteeship Limited, as the Trustee, by the hand of:

CATALYST TRUSTEESHIP LIMITED

Witness 1:

________________ (PRABHU S/o. Subramani),
No. 18/44, Rettaikuzhi Street, Tondiarpet,
Chennai – 600 081.
(AADHAAR No: 8968 3684 5253).

Witness 2:
(K. VENUGOPAL S/o. Karnan),
No. 5/12, 12th Street, Neval Hospital,
Dr. Ambedkar Nagar, Periamet, Park Town,
Chennai – 600 003.
(AADHAAR No: 3970 2727 2766).

Drafted By:

A. ASIF BASHA ADVOCATE ENROL.No M.S.1426/08

Cell: 98409 46507
A. ASIF BASHA, B.A.B.L., (Hon's), L.L.M.
ADVOCATE
New No.5, Nyniappan Garden 6th Lane,
Old Washermenpet, Chennai-600 021.

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I Contains 70 Sheets 59 Sheet
Registering Officer

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CAPRI GLOBAL CAPITAL LIMITED

15/11/1994

Permanent Account Number

AAACD8981C

17082013

CAPRI GLOBAL CAPITAL LIMITED

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Registering Officer

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF CAPRI GLOBAL CAPITAL LIMITED AT ITS MEETING HELD ON FEBRUARY 01, 2019

"**RESOLVED THAT** pursuant to proviso to Section 179 (3) of the Companies Act, 2013 Board of Directors of the Company be and hereby authorises Mr. Rajesh Sharma, Managing Director of the Company to Borrow monies from the Banks / Financial Institutions / such other persons as may be required from time to time not exceeding Rs.4,000 crores (Rupees Four Thousand Crores)."

"**RESOLVED FURTHER THAT** Mr. Rajesh Sharma, Managing Director of the Company be and is hereby authorised to do the following acts things and deeds:

i. To negotiate and finalise with Banks/Financial institutions terms of availing Loan, give acceptance to the sanction letter and to further accept modifications to the terms and conditions of sanction ;
ii. To sign, execute, deliver all documents, deeds as may be necessary or required by Bank / Financial institutions in respect of the aforesaid Loans;
iii. To delegate the powers mentioned in (i) and (ii) above to any of the official of the Company not below the rank of Associate Vice-President of the Company;
iv. To negotiate and finalise appointment of the Security Trustee;
v. To designate the officials of the Company to operate the Loan account and prescribe their limits;
vi. To create security by way of Charge over the assets of the Company in favor of the Lender (s) / Trustee for the Lender (s) / Bank (s) / other Financial institutions to secure borrowings up to the limits approved by the shareholders of the Company pursuant to Section 180(1)(a) of the Companies Act, 2013.;
vii. To finalise the detailed terms and conditions of borrowings by ways of issue of the Debenture/Bonds and to decide timing of the Issue, size of Issue, tenor of Issue, coupon rate, interest payment frequency, redemption dates, interest reset procedure, front end discount, redemption premium, arrangers to the issue and its fees, security with regard to secured Debentures, listing of debentures and to do all incidental and ancillary matters thereto;
viii. To issue and allot Debentures of the Company in physical and dematerialized mode and to do all incidental and ancillary matters thereto;"

//CERTIFIED TRUE COPY//
FOR CAPRI GLOBAL CAPITAL LIMITED

(HARISH AGRAWAL)
ACS - 12549
Senior Vice President & Company Secretary

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Registering Officer

CAPRI GLOBAL CAPITAL LIMITED

Date: July 24, 2019

To,
LIC of India
"Yogakshema", Jeevan Bima Marg
Mumbai 400 021

Sub : Execution of Security Documents.

Ref: Sanction of Non-Convertible Debentures (NCDs) Subscription of Rs.150.00 Crores.

Dear Sir,

Pursuant to the authorisation of the Board of Directors of the Company vide its resolution dated February 01, 2019, I, Rajesh Sharma hereby authorise the following officials to sign, execute and deliver all loan and security documents and deeds as may be necessary or required by your organisation in respect of the aforesaid NCDs .

Sr. No	Name	Designation
1.	Vinay Kumar Mishra	Deputy Vice President
2.	Yashodip Dandawate	Deputy Vice President

Kindly take this on record and do the needful.

Thanking you
Yours Sincerely
For Capri Global Capital Limited

(Rajesh Sharma)
DIN : 00020037
Managing Director

CAPRI GLOBAL CAPITAL LIMITED

CAPRI GLOBAL CAPITAL LIMITED

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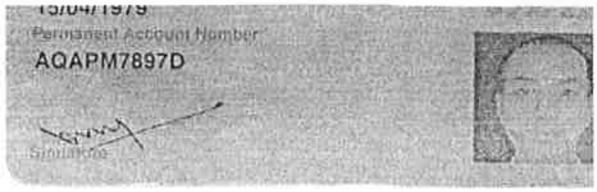
Registering Officer


15/04/1979
Permanent Account Number
AQAPM7897D
Signature

CAPRI GLOBAL CAPITAL LIMITED

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Registering Officer

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CATALYST TRUSTEESHIP LIMITED

भारत सरकार

22/08/1997

Permanent Account Number

AACCG4147R

29062016

CATALYST TRUSTEESHIP LIMITED

Document No 10420 of 2018 of Book I Contains 70 Sheets 64 Sheet

Registering Officer

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED) HELD ON THURSDAY, 6TH OCTOBER, 2016 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 'GDA HOUSE', PLOT NO. 85, BHUSARI COLONY (RIGHT), PAUD ROAD, PUNE – 411038

Authority for execution of documents on behalf of the Company at Chennai:

"RESOLVED THAT Mr. Rajanish Sekhar Tonpe, Company Secretary in Practice, be and is hereby singly authorized to sign, execute and register with office of Sub-Registrar of Assurances, Debenture Trust Deeds, Trustee Agreements, other documents for accepting the charge by way of hypothecation / mortgage / lien and acceptance of guarantee in favour of Catalyst Trusteeship Limited (the **"Company"**) or any other documents in connection with debenture trusteeship and security trusteeship, securitization activities or any other trusteeship assignments, for and on behalf of the Company.

RESOLVED FURTHER THAT any one of the Directors of the Company or Mr. Umesh Salvi, Business Head of the Company, be and is hereby authorized to submit a certified true copy of this resolution to the concerned authority for the purpose of giving effect to this resolution."

CERTIFIED TRUE COPY
FOR CATALYST TRUSTEESHIP LIMITED
(FORMERLY GDA TRUSTEESHIP LIMITED)

MR. R. K. KULKARNI
DIRECTOR
DIN:01159378

CATALYST TRUSTEESHIP LIMITED

Rajanish Sekhar Tonpe

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Registering Officer

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ACXPT6343G

नाम /NAME

RAJANISH SEKHAR THRAYUMBAK TONPE

पिता का नाम /FATHER'S NAME

THRAYUMBAK VITTAL TONPE

जन्म तिथि /DATE OF BIRTH

02-06-1975

हस्ताक्षर /SIGNATURE

[illegible]

Chief Commissioner of Income-tax,Andhra Pradesh

इस कार्ड के खोने / मिलने पर कृपया जारी करने [illegible]

[illegible]

बशीर बाग,

हैदराबाद - 500 004.

In case this card is lost/found,kindly inform/return to the issuing authority :

Chief Commissioner of Income-tax,

Aayakar Bhavan,

Basheerbagh,

Hyderabad - 500 004.

LIMITED TRUSTEESHIP

Rajanish Sekhar T.

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Registering Officer

भारत सरकार

आधार

இந்திய தனிப்பட்ட அடையாள ஆணைய அமைப்பு

இந்திய அரசாங்கம்

Unique Identification Authority of India

Government of India

பதிவு அடையாளம் / Enrollment No 2017/80085/00121

07/06/2016

To,
பிரபு
Prabhu
S/O: Subramani
18/44
Rettaikuzhi Street
Tondiarpet
Tondiarpet Chennai Chennai
Tamil Nadu 600081
7299125696

Ref: 2392 / 09R / 243955 / 244043 / P

SA271973339FT

உங்கள் ஆதார் எண் / Your Aadhaar No. :

8968 3684 5253

எனது ஆதார், எனது அடையாளம்

இந்திய அரசாங்கம்
Government of India

பிரபு
Prabhu
பிறந்த நாள் / DOB : 10/01/1984
ஆண்பால் / Male

8968 3684 5253

எனது ஆதார், எனது அடையாளம்

Prabhu

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Registering Officer

भारत सरकार

आधार

இந்திய அரசாங்கம்

Unique Identification Authority of India

Government of India

பதிவேட்டு எண்/ Enrolment No.: 2193/13344/43785

Download Date: 10/06/2019

To
க. வேணுகோபால்
K Venugopal
C/O Kannan
NO 5/12
12TH STREET, NEVAL HOSPITAL DR AMBEDKAR NAGAR
PERIAMET
Park Town
Park Town
Chennai Tamil Nadu - 600003
9003065624

Generation Date: 29/05/2019

Signature valid

QR Code with Photograph

உங்கள் ஆதார் எண் / Your Aadhaar No. :

3970 2727 2766

VID : 9169 6424 3812 7140

எனது ஆதார், எனது அடையாளம்

இந்திய அரசாங்கம்
Government of India

க. வேணுகோபால்
K Venugopal
பிறந்த நாள்/DOB: 07/04/1967
ஆண்/ MALE

3970 2727 2766

VID 9169 6424 3812 7140

எனது ஆதார், எனது அடையாளம்

K.V. [signature]

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Registering Officer

CERTIFICATE UNDER SECTION 42 OF THE INDIAN STAMP ACT 1899

S.No 8004 of 2019

I hereby certify that a sum of ₹ 40,000/- (Rupees Fourty Thousand only) on account of deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from Mr. வினய் குமார் மிஷ்ரா residing at பெனின்சுலா பிசினஸ் பார்க் சேனாபதி பாபட் மார்ஜ் லோவர் பாரேல் மும்பை, Maharashtra, India, 400013.

Sub Registrar: Thiruporur
Date: 02/08/2019

Signature of Sub Registrar and Collector under Section 41 of the Indian Stamp Act

Presented in the office of the Sub Registrar of Thiruporur and fee of ₹ 11,020/- paid at 11:09 AM on the 02/08/2019 by

Left Thumb

Additions as per recitals of document

Execution admitted by

Left Thumb

9930138451

Additions as per recitals of document

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Registering Officer

Claim admitted by

Left Thumb

9840435066

Additions as per recitals of document

Identified By

1. Mr. K VENUGOPAL Son of KARNAN NO 5/12 12TH STREET NEVAL HOSPITAL DR AMBEDKAR NAGAR PERIAMET PARK TOWN, Chennai, Tamil Nadu, India, 600003.

2. Mr. PRABHU Son of SUBRAMANI NO 18/44 RETTAIKUZHI STREET TONDAIRPET, Chennai, Tamil Nadu, India, 600081.

2nd day of August 2019

PALANI NATESAN
Sub Registrar
Thiruporur

Registered as Number **R/Thiruporur/Book-1/10420/2019.**

Date: 02/08/2019
Thiruporur

PALANI NATESAN
Sub Registrar

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Registering Officer

THIS DEED OF SALE ENTERED INTO AT ... MARCH, 2017

BY

Mr. P. SATHYANARAYANA (PAN: ALDPS0201P) son of Late P. Bhoopathy, Hindu, aged about 54 years and residing at 'Y' – Block, No. 140, Anna Nagar, Chennai – 600 040 herein after referred to as the **"VENDOR"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, successors, nominees, administrators, legal representatives and assigns of the **ONE PART**;

TO AND IN FAVOUR OF

CAPRI GLOBAL CAPITAL LIMITED (PAN: AAACD8981C), a company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company and having its registered office at 1-B, 1st Floor, Court Chambers, 35, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai – 400 020, represented herein by its Authorised Signatory **Mr. UDAY SHETTY** (PAN: AYAPS2123E) appointed vide a board resolution dated 17.03.2017, herein after referred to as the **"PURCHASER"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, successors, administrators, and assigns of the OTHER PART.

WHEREAS:

A. Mr. C.K. Geever and Mr. P. Raviraj were the owners of all that piece and parcel of land situated in No. 100, Guduvanchery to Tirupporur

For Capri Global Capital Limited

Authorized Signatory