





## DEBENTURE TRUST DEED

This debenture trust deed ("**Deed**") is made at New Delhi, India on June 21, 2024 ("**Effective Date**") between:

1. **SATYA MICROCAPITAL LIMITED**, a company incorporated under the Companies Act, 1956 with Corporate Identification Number ("**CIN**") U74899DL1995PLC068688 and registered with the Reserve Bank of India as a non-banking financial company-microfinance institution, having its registered office at 5th floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, Delhi- 110020 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns);

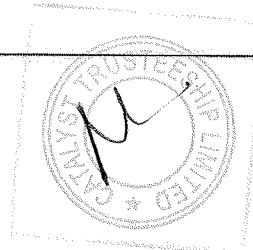
**AND**

2. **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 1956 with CIN U74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra - 411038, India and its branch office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi -110001 (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns).

(The Company and the Debenture Trustee are hereinafter collectively referred to as the "**Parties**", and individually as a "**Party**".)

### BACKGROUND:

- A. With a view to raising debt for the Purpose (as defined below), the Issuer proposes to issue 1,500 (One Thousand Five Hundred) rated, subordinated, unsecured, listed, transferable, redeemable, non-convertible debentures having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and aggregate face value of INR 15,00,00,000/- (Indian Rupees Fifteen Crores) plus a green shoe option of 1,500 (One Thousand Five Hundred) rated, subordinated, unsecured, listed, transferable, redeemable, non-convertible debentures having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and aggregate face value of INR 15,00,00,000/- (Indian Rupees Fifteen Crores) denominated in Indian Rupees ("**INR**") ("**Debentures**") for cash at par on a private placement basis under the existing ISIN INE982X08109, in dematerialised form to certain identified investors ("**Issue**") on the terms and conditions set out in this Trust Deed and the General Information Document (as defined hereinafter) read together with the Key Information Document (as defined hereinafter).
- B. The Company shall issue/has issued a Debt Disclosure Documents as defined below to investors who shall subscribe to the Debentures, on a private placement basis, and which, *inter alia*, sets out the broad terms and conditions on which the Debentures are proposed to be issued.
- C. The Company is duly empowered by its memorandum of association and its articles of association, and proposes to allot and issue the Debentures pursuant to the authority granted to it by the special resolution dated July 03, 2023 under Section 180(1)(c) of the Companies Act, and the resolution dated June 19, 2024 of the Working committee of the board of directors of the Company read with the resolution dated April 30, 2024 of the board of directors of the Company, to the successful Applicants who shall subscribe to, in the aggregate, all of the Debentures.
- D. The Debentures will be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996 and the rules notified by the Central Depository Services (India) Limited ("**CDSL**") and the National Securities Depository Limited ("**NSDL**"), from time to time. The Company has entered into/will enter into agreements with the Depositories (as defined below) for issuing the Debentures in the dematerialised form.
- E. The Company has obtained a credit rating for the Debentures from the Rating Agency (as defined below), which has assigned a rating of "CRISIL BBB+/ Stable" to the Issue through its letter dated



February 07, 2024 (the "**Rating**").

- F. The Debentures are proposed to be listed on the wholesale debt market segment of the BSE (as defined below) within the timelines prescribed under the SEBI Listing Timelines Requirements (as defined below).
- G. The Debenture Trustee is registered with the Securities and Exchange Board of India ("**SEBI**") as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified, supplemented or restated from time to time, the "**Debenture Trustees Regulations**" or the "**SEBI Debenture Trustees Regulations**") and pursuant to the consent letter dated June 19, 2024 from the Debenture Trustee, the Debenture Trustee has agreed to act as the debenture trustee in trust on behalf of and for the benefit of the Debenture Holders (as defined below) and each of their successors and assigns.
- H. The Debenture Trustee and the Company have entered into a debenture trustee agreement dated June 20, 2024 ("**Debenture Trustee Agreement**"), whereby the Company has appointed the Debenture Trustee and the Debenture Trustee has agreed to be appointed as a debenture trustee on behalf of and for the benefit of the Debenture Holders for purposes set out therein.
- I. The Company is desirous of executing a debenture trust deed to record the terms and conditions of the Issue, the appointment of the Debenture Trustee, and the Company's obligations in respect of the Debentures (including without limitation, the redemption of the Debentures and payment of all costs and expenses thereof).
- J. Accordingly, the Debenture Trustee has called upon the Company to execute a debenture trust deed on the terms contained herein wherein, in accordance with the requirements prescribed under the Debt Listing Regulations (as defined below) and the Debenture Trustees Regulations, Part A contains the general and statutory obligations of the Parties, Part B contains the commercial terms and the transaction specific obligations of the Parties, and Part C contains the other miscellaneous provisions in relation to the Debentures.

**NOW THEREFORE, FOR THE CONSIDERATION AFORESAID, THE COMPANY HEREBY AFFIRMS AND AGREES AS FOLLOWS:**

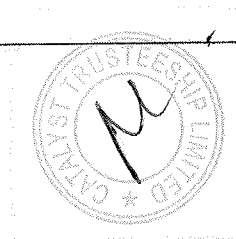
**OPERATIVE TERMS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

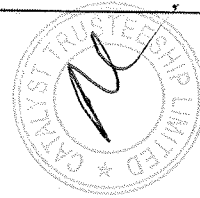
In this Deed, the following terms have the following meanings:

- (1) "**Act**" or the "**Companies Act**" means the Companies Act, 2013, and shall include any re-enactment, amendment, or modification of the Companies Act, 2013, as in effect from time to time.
- (2) "**Applicable Accounting Standards**" means the generally accepted accounting principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Company, and includes Indian Accounting Standards (IND-AS).
- (3) "**Applicable Law**" means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
- (4) "**Applicant**" means a person who has submitted a completed Application Form to the



Company, and "**Applicants**" shall be construed accordingly.

- (5) "**Application Form**" means the application form in the relevant Debt Disclosure Documents.
- (6) "**Application Money**" means the subscription amounts paid by the Debenture Holders at the time of submitting the Application Form.
- (7) "**Assets**" means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with the Applicable Accounting Standards.
- (8) "**Beneficial Owners**" means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "**Beneficial Owner**" shall be construed accordingly.
- (9) "**BSE**" means BSE Limited.
- (10) "**Business Day**" means:
- (a) subject to (b) and (c) below, means any day on which commercial banks in Mumbai, India are open for business;
  - (b) for the period commencing on the "Issue Opening Date" set out in the Key Information Document until the "Issue Closing Date" set out in the Key Information Document, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India are open for business; and
  - (c) for the period commencing on the "Issue Closing Date" set out in the Key Information Document until the listing of the Debentures in accordance with this Deed, any trading day of BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI,
- and "**Business Days**" shall be construed accordingly.
- (11) "**Capital Adequacy Ratio**" means the capital adequacy ratio determined in accordance with the circulars/directions prescribed by the RBI (including the NBFC Directions). For the purpose of calculation of minimum capital ratio as per Financial Covenant: (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.
- (12) "**CDSL**" has the meaning given to it in Recital D above.
- (13) "**Client Loan**" means each loan disbursed by the Company as a lender, and "**Client Loans**" shall be construed accordingly.
- (14) "**Conditions Precedent**" means the conditions precedent set out in Schedule I Part A (*Conditions Precedent*).
- (15) "**Conditions Subsequent**" means the conditions subsequent set out in Schedule I Part B (*Conditions Subsequent*).
- (16) "**Constitutional Documents**" means the certificate of incorporation of the Company, the memorandum of association and articles of association of the Company and the certificate of registration issued by the RBI to the Company.



(17) "**Debenture Holders**" has the meaning given to it in Clause 2.1 (*Amount of Debentures*) and for any subsequent Debenture Holders, each person who is:

- (a) registered as a Beneficial Owner; and
- (b) registered as a debenture holder in the Register of Debenture Holders.

Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Company and the Depository from time to time, and in the event of any inconsistency between sub-paragraphs (a) and (b) above, sub-paragraphs (a) shall prevail,

and "**Debenture Holder**" shall be construed accordingly.

(18) "**Debenture Trustee Agreement**" has the meaning given to it in Recital H above.

(19) "**Debenture Trustees Regulations**" or "**SEBI Debenture Trustees Regulations**" has the meaning given to it in Recital G above.

(20) "**Debentures**" has the meaning given to it in Recital A above

(21) "**Debt Disclosure Documents**" means, collectively, the PPOA, the General Information Document, Key Information Document, and "**Debt Disclosure Document**" shall be construed accordingly.

(22) "**Debt Listing Regulations**" or "**SEBI Debt Listing Regulations**" means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ", each as amended, modified, supplemented or restated from time to time.

(23) "**Deemed Date of Allotment**" shall mean February 12, 2024.

(24) "**Date of Allotment for this NCD Issuance**" shall mean June 21, 2024.

(25) "**Depositories**" means the depositories with which the Company has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "**Depository**" means any one of them.

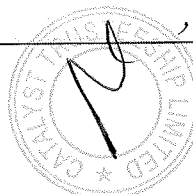
(26) "**DRR**" has the meaning given to it in Clause 2.10 (*Debenture Redemption Reserve*).

(27) "**Due Dates**" means, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest, or liquidated damages and/or any other amounts, are due and payable, and "**Due Date**" shall be construed accordingly.

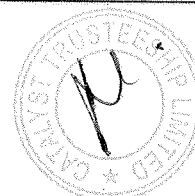
(28) "**Equity/Net Worth**" means the aggregate of (a) the issued and paid up equity shares of the Company, (b) all compulsorily convertible instruments and preference share capital of the Company, (c) all reserves (and other surplus) of the Company (excluding revaluation reserves and pertaining to instruments which are not equity shares or compulsorily convertible instruments), as per the latest audited financials of the Company, as on the Quarterly Date occurring immediately prior to the date of determination.

(29) "**Events of Default**" means the events set out in Clause 10.2 (*Events of Default*), and "**Event of Default**" means any one of them.

(30) "**Final Redemption Date**" means July 12, 2029, or such other earlier date, subject to Applicable Law and the prior approval of the RBI (if so required), on which the Debentures are required to be redeemed pursuant to the Transaction Documents.

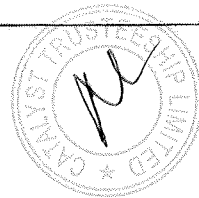


- (31) **"Final Settlement Date"** means the date on which all Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders, and all the Debentures have been redeemed by the Company in full in accordance with the terms of the Transaction Documents and the Debenture Holders have provided a written confirmation of the same to the Company (with a copy marked to the Debenture Trustee)
- (32) **"Financial Indebtedness"** means any indebtedness for or in respect of:
- (a) moneys borrowed;
  - (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
  - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument;
  - (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;
  - (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
  - (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
  - (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
  - (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;
  - (i) any obligation under any put option in respect of any securities;
  - (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
  - (k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and
  - (l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
- (33) **"Financial Year"** means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year, being the financial year of the Company used by it for the purposes of accounting.
- (34) **"Financial Guarantee"** shall mean and include all type of guarantees, having financial implications whether contingent or otherwise.
- (35) **"Governmental Authority"** means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-



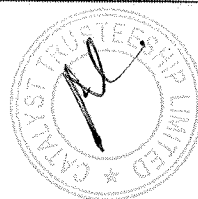
regulatory organization, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.

- (36) "Gross Loan Portfolio" shall include on balance sheet portfolio including managed portfolio.
- (37) "Gross NPA" shall be arrived at in accordance with applicable RBI regulations governing asset classification and provisions for NBFCs.
- (38) "General Information Document" or "GID" means the general information document issued or to be issued by the Issuer on or about the date of this Deed for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
- (39) "IBC" means the (Indian) Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, as may be amended, modified and supplemented from time to time.
- (40) "INR" has the meaning given to it in Recital A above.
- (41) "Interest Payment Dates" means the interest payment dates as specified in Schedule III (Interest Payment Dates), and "Interest Payment Date" shall be construed accordingly.
- (42) "Interest Rate" means 13.85% (Thirteen Decimal Eight Five per cent) per annum payable monthly.
- (43) "Issue" has the meaning given to it in Recital A above.
- (44) "Key Information Document" or "KID" means the key information document to be issued by the Issuer on or about the date of this Deed for subscription to the Debentures on a private placement basis in accordance with the Debt Listing Regulations.
- (45) "Listed NCDs Master Circular" means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, supplemented, or restated from time to time.
- (46) "Listing Period" has the meaning given to it in Clause 9(a).
- (47) "LODR Regulations" or "SEBI LODR Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
- (48) "Majority Debenture Holders" means the Debenture Holders holding an aggregate amount representing not less than 51% (Fifty One per cent) of the value of the Outstanding Principal Amounts of the Debentures.
- (49) "Majority Resolution" means a resolution approved by the Majority Debenture Holders.
- (50) "Management Control" means:
- (a) the right to appoint majority of the directors; and
  - (b) the right to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.



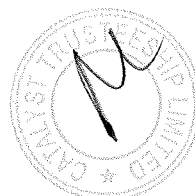


- (51) **"Material Adverse Effect"** means the effect or consequence of an event, circumstance, occurrence or condition (including any change in the credit rating/outlook/opinion in respect of the Debentures, any change in the management of the Company, and/or any change in the board of directors of the Company) which has caused, or could reasonably be expected to cause, as of any date of determination, a material and adverse effect on:
- (a) the financial condition, business or operation of the Company (which in the opinion of the Debenture Holders) is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents;
  - (b) the rights or remedies of the Debenture Holders and/or the Debenture Trustee (acting for the benefit of the Debenture Holders) hereunder or under any other Transaction Document;
  - (c) the ability of the Company to perform its obligations under the Transaction Documents; or
  - (d) the legality, validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
  - (e) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse to the Issuer.
- (52) **"NBFC Directions"** means Master Direction- Reserve Bank of India (Non-Banking Financial Company-Scale Based Regulation) Directions, 2023 as may be applicable read with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on *"Implementation of Indian Accounting Standards"*, and the RBI's circular no. DOR.STR.REC.68/21.04.048/2021-22 dated November 12, 2021 on *"Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications"*, each as amended, modified, supplemented or restated from time to time.
- (53) **"Net NPA"** shall be arrived at in accordance with applicable RBI regulations governing asset classification and provisions for NBFCs.
- (54) **"Nominee Director"** has the meaning given to it in Clause 4.8 (*Nominee Director*).
- (55) **"NSDL"** has the meaning given to it in Recital D above.
- (56) **"Obligations"** means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) at any time due, owing or incurred by the Company to the Debenture Trustee and the Debenture Holders in respect of the Debentures including without limitation, the obligation to redeem the Debentures in terms thereof together with interest, default interest/additional interest, if any, accrued thereon, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee and other amounts payable by the Company in respect of the Debentures.
- (57) **"Off Balance Sheet Portfolio"** shall include Direct Assignment (DA) portfolio, Business Correspondent portfolio and Co-lending (Partners' share) portfolio.
- (58) **"Outstanding Amounts"** means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Company in respect of the Debentures.
- (59) **"Outstanding Principal Amounts"** means, at any date, the principal amounts outstanding



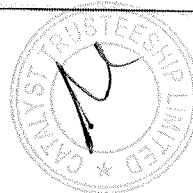
under the Debentures.

- (60) "**Payment Default**" means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under Clause 10.2(a)(i) (*Payment Based Defaults*)
- (61) "**PPOA**" has the meaning given to it in Recital B above.
- (62) "**Portfolio at Risk**" shall mean the outstanding principal amount of all Client Loans that have one or more installments of principal, interest, penalty interest, fees or any other expected payments past due more than a specified number of days
- (63) "**Principal Promoter**" shall mean Mr. Vivek Tiwari (Pan AEYPT2745P).
- (64) "**Promoters**" shall mean the below mentioned persons:
- Mr. Vivek Tiwari (Pan AEYPT2745P)
  - Mr. Ratnesh Tiwari (Pan AREPT0430C)
  - Ms. Vandna Tiwari (Pan AJYPT9498G)
  - Ms. Sadhna Tiwari (Pan AORPT9043F)
  - Koshish Marketing Solutions Private Limited (Pan AAHCK2971N)
  - Gojo & Company, Inc. (PAN: AAHCG6962D)
- (65) "**Principal Promoter Debt**" means all existing and future Financial Indebtedness availed by the Company from any of its Principal Promoter, the details of which (as on the Deemed Date of Allotment) are set out under Schedule V (*Details of Principal Promoter Debt*) below.
- (66) "**Purpose**" has the meaning given to it in Clause 5 (*Purpose*) below.
- (67) "**Quarterly Date**" means each of March 31, June 30, September 30 and December 31 of a calendar year, and "**Quarterly Dates**" shall be construed accordingly.
- (68) "**Rating**" has the meaning given to it under Recital E above.
- (69) "**Rating Agency**" means CRISIL Ratings Limited.
- (70) "**RBI**" means the Reserve Bank of India.
- (71) "**Recovery Expense Fund**" means the recovery expense fund established/to be established and maintained by the Company in accordance with the provisions of the SEBI Recovery Expense Fund Circular.
- (72) "**Register of Beneficial Owners**" means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
- (73) "**Register of Debenture Holders**" means the register of debenture holders maintained by the Company in accordance with Section 88 of the Companies Act.
- (74) "**Registrar**" means the registrar and transfer agent appointed for the issue of Debentures, being KFIN Technologies Limited.
- (75) "**ROC**" means the jurisdictional registrar of companies.
- (76) "**SEBI**" has the meaning given to it in Recital F above.
- (77) "**SEBI Defaults (Procedure) Circular**" means the SEBI master circular bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated July 06, 2023 as amended, modified,



supplemented or restated from time to time.

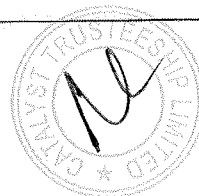
- (78) "**SEBI DLT Monitoring Circular**" means, to the extent applicable in respect of unsecured non-convertible debentures, the SEBI master circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 each as amended, modified, supplemented or restated from time to time.
- (79) "**SEBI Due Diligence Circulars**" means, to the extent applicable in respect of unsecured non-convertible debentures, Chapter II of the SEBI master circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 as amended, modified, supplemented or restated from time to time.
- (80) "**SEBI Listed Debentures Circulars**" means, collectively, the SEBI Defaults (Procedure) Circular, the SEBI Due Diligence Circulars, the SEBI DLT Monitoring Circular, the SEBI Monitoring Circulars, the SEBI Recovery Expense Fund Circular, the Listed NCDs Master Circular, the SEBI Debt Listing Regulations and the LODR Regulations (to the extent applicable).
- (81) "**SEBI Listing Timelines Requirements**" means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular..
- (82) "**SEBI Monitoring Circulars**" means, to the extent applicable in respect of unsecured non-convertible debentures, Chapter VI of the SEBI's master circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, each as amended, modified, supplemented or restated from time to time.
- (83) "**SEBI Recovery Expense Fund Circular**" means the SEBI Master circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024", as amended, modified, supplemented or restated from time to time.
- (84) "**Stressed Assets Framework**" means the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "*Prudential Framework for Resolution of Stressed Assets*", as may be amended, modified, supplemented or restated from time to time.
- (85) "**Tangible Net Worth**" shall mean the Equity as reduced by the, intangible assets, deferred tax assets, revaluation reserve, miscellaneous expenses, , investment in subsidiary in excess of 10% of Net Worth and any credit enhancement provided by the Company on managed asset book.
- (86) "**Tax**" means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed under Applicable Law or by any Governmental Authority.
- (87) "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
- (88) "**Tier I Capital**" shall have the meaning given to it in NBFC Directions.
- (89) "**Tier II Capital**" shall have the meaning given to it in NBFC Directions.
- (90) "**Total Assets**" means, for any date of determination, the total Assets of the Company on such date.



- (91) **"Total Debt"** means the aggregate of:
- (a) all long-term borrowings, including the ineligible portion of subordinated debt in form of Tier II Capital (including current maturities) of the Company;
  - (b) all short-term borrowings of the Company;
  - (c) financial guarantees provided of the Company, if any; and
  - (d) letters of comfort/shortfall undertakings provided of the Company, if any.
- (92) **"Total Debt to Equity Ratio"** means the ratio of the Total Debt of the Company to the Equity.
- (93) **"Total Loan Portfolio"** shall be the sum of Gross Loan Portfolio including Off Balance Sheet Portfolio.
- (94) **"Transaction Documents"** means:
- (a) this Deed;
  - (b) the Debenture Trustee Agreement;
  - (c) the Debt Disclosure Documents;
  - (d) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;
  - (e) each tripartite agreement between the Company, the Registrar and the relevant Depository; and
  - (f) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders,
- and **"Transaction Document"** means any of them.
- (95) **"Trust"** has the meaning given to it in Clause 2.5(b).

### 1.1 Interpretation

- (a) The recitals and schedules constitute an integral and operative part of this Deed.
- (b) Unless the context otherwise requires, reference to Clause and Schedule is to a clause and schedule of this Deed.
- (c) Headings to Clauses, parts and paragraphs of Schedules are for convenience only and do not affect the interpretation of this Deed.
- (d) Reference to any statute, regulation, or such provision shall include:
  - (i) all statutory and regulatory instruments or orders including subordinate or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - (ii) such provision as from time to time amended, modified, re-enacted or consolidated to



the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

- (e) Reference to any document includes an amendment or supplement to, or replacement or novation of, that document, but disregarding any amendment, supplement, replacement or novation made in breach of this Deed.
- (f) Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.
- (g) Words denoting the singular shall include the plural and *vice versa*.
- (h) Words denoting any gender include all genders.
- (i) References to the word "include" or "including" shall be construed without limitation.
- (j) References to the word "indebtedness" include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.
- (k) References to a "person" (or to a word importing a person) shall be construed so as to include:
  - (i) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any governmental agency or other entity or organisation (whether or not in each case having separate legal personality);
  - (ii) that person's successors in title, executors, and permitted transferees and permitted assignees; and
  - (iii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives.
- (l) Words "hereof", "herein", "hereto", "hereunder" and words of similar import when used with reference to a specific Clause in this Deed shall refer to such Clause in this Deed and when used otherwise than in connection with specific Clauses shall refer to this Deed as a whole.
- (m) Words "thereof", "therein", "thereto", "thereunder" and words of similar import when used with reference to a specific provision in an agreement, document, instrument or writing shall refer to such provision in such agreement, document, instrument or writing and when used otherwise than in connection with specific provisions shall refer to such agreement, document, instrument or writing as a whole.
- (n) In the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including" respectively.
- (o) Words or phrases used herein and not defined shall have the same meaning as given to such words or phrases in the Debt Disclosure Documents.
- (p) Where a wider construction is possible, the words "other" and "otherwise" shall not be



construed *ejusdem generis* with any foregoing words.

- (q) All references in this Deed and other Transaction Documents to the Debenture Trustee taking any actions, exercising any powers or rights, executing any documents or instrument or providing any confirmations shall, in the absence of anything to the contrary mentioned in this Deed and other Transaction Documents, be interpreted at all times as acting on the prior written instructions of the Majority Debenture Holders.
- (r) All references in this Deed and other Transaction Documents to the determination or discretion or opinion to be exercised, in relation to the happening or non-happening of any event or exercise of any rights, would, in the absence of anything to the contrary mentioned in this Deed and other Transaction Documents, mean, at the determination or discretion or opinion of the Debenture Holders (in accordance with a Majority Resolution) or of the Debenture Trustee (in accordance the instructions of the Majority Debenture Holders or a Majority Resolution passed by Debenture Holders) and such determination shall be final and binding upon the Company.
- (s) All references in this Deed and other Transaction Documents to the Debenture Holders taking any actions, exercising any powers or rights, or providing any confirmations or instructions shall, in the absence of anything to the contrary mentioned in this Deed and other Transaction Documents, be interpreted at all times as a reference to the Majority Debenture Holders.
- (t) All references in this Deed and any other Transaction Documents to the Debenture Trustee taking any step, and/or performing any action shall, in the absence of anything to the contrary, mean the Debenture Trustee acting upon the instructions of the Majority Debenture Holders (or a Majority Resolution passed by Debenture Holders).
- (u) The terms and conditions contained in Part A of this Deed, Part B of this Deed and Part C of this Deed contain the complete understanding of the Parties with respect to the matters contained herein, and shall be read in conjunction with, and harmoniously with, each other.

### 1.3 Conflicts

- (a) The provisions contained in this Deed shall be read together with the provisions contained in the Debt Disclosure Documents and the other Transaction Documents.
- (b) In case of any inconsistency between the provisions contained in this Deed or those of any Debt Disclosure Document or any other Transaction Document, the provisions contained in this Deed shall prevail.

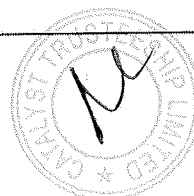
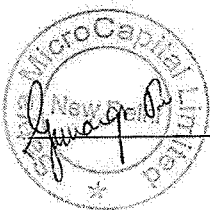
## **PART A - GENERAL AND STATUTORY TERMS**

### 2. AMOUNT; TERMS OF DEBENTURES

The terms of this Deed shall be binding on the Company, the Debenture Trustee, the Debenture Holders and all persons claiming by, through or under any of them and the Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to this Deed.

#### 2.1 Amount of Debentures

- (a) **Amounts**
  - (i) Pursuant to the General Information Document and Key Information Document issued/to be issued by the Company, the Company has offered/will offer to the Debenture Holders up to 1500 (One thousand Five Hundred) rated, listed, subordinated, unsecured, redeemable, taxable, transferable, non-



convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each plus a green shoe option of 1,500 (One thousand five hundred) rated, listed, subordinated, unsecured, redeemable, taxable, transferable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each.

- (ii) For the Purpose and at the request of the Company, the successful Applicants ("**Debenture Holders**") shall subscribe to the Debentures, by way of private placement, to the maximum extent set out in their respective Application Forms on the terms and conditions contained in the Debt Disclosure Documents for private placement issued by the Company. The details of the Debentures will be provided by the Company to the Debenture Trustee on the Date of allotment for this NCD issuance. Further, the details of the initial Debenture Holders and the Debentures subscribed by them shall be more particularly set out in the return of allotment filed by the Company with the ROC pursuant to Rule 14(6) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
- (iii) Each Debenture is an unsecured, subordinated and fully paid up debt instrument.
- (iv) Each of the Debentures constitute direct, unconditional, subordinated and unsecured obligations of the Company (without any preference inter se whatsoever on account of date of issue or allotment or otherwise).

(b) ***Subordinated Obligations***

The Debentures shall be unsecured and subordinated.

(c) ***Conditions Precedent and Conditions Subsequent***

- (i) The subscription to the Debentures by the Debenture Holders on the Date of Allotment for this NCD issuance is subject to and conditional upon the fulfilment of the Conditions Precedent to the satisfaction of the Debenture Holders unless specifically waived or modified in writing by the Majority Debenture Holders.
- (ii) The Company further undertakes to fulfil the Conditions Subsequent to the satisfaction of the Debenture Holders within the timelines prescribed therein.

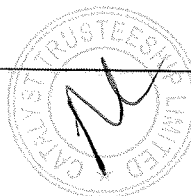
(d) ***Covenant to Pay***

The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holders the interest at the Interest Rate, in respect of the Debentures on each Interest Payment Date as specified in Schedule III (*Interest Payment Dates*), or earlier in case of any default, all amounts in accordance with Clause 7 (*Redemption*) and shall also pay all other amounts due in respect of the Debentures as stipulated and in accordance with Clause 6.1 (*Interest*) and Clause 7 (*Redemption*) below. The Company shall make/release all payments due by the Company in terms of the Transaction Documents to the respective Debenture Holders in proportion to their dues.

2.2 **Face Value and Issue Price**

- (a) The face value of each Debenture is INR 1,00,000 (Indian Rupees One Lakh).
- (b) The issue price of each Debenture is INR 1,00,341.51/- (Clean Price: INR 1,00,000/- + Accrued Interest: INR 341.51/-).

2.3 **Allotment of Debentures**



- (a) The Debentures will be/are deemed to be allotted to the Debenture Holders on June 21, 2024. All benefits relating to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment.
- (b) Without prejudice to, and in supplement of, any other provision of this Deed, if the Issuer fails to allot the Debentures to the Applicants following the date of receipt of the Application Money within the time period prescribed under the Companies Act ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**")
- (c) If the Company fails to repay the Application Money within the Repayment Period, then the Company shall be liable to repay the Application Money along with interest at the Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period. PROVIDED THAT no interest shall be payable if the Company is paying interest under the provisions of Clause 6.1 of this Deed.

#### 2.4 Application Money

The Application Money received by the Company shall be kept in a separate bank account maintained by the Company with a scheduled bank and shall not be utilised for any purpose other than for:

- (a) adjustment against allotment of Debentures; or
- (b) repayment of Application Money in case the Company is unable to allot the Debentures.

#### 2.5 Debenture Trustee for the Debenture Holders

- (a) Pursuant to the Debenture Trustee Agreement, the Debenture Trustee has agreed to act as the trustee for the benefit of the Debenture Holders in respect of the Debentures, and to monitor and oversee matters relating to the Debentures. The Debenture Trustee is authorized to:
  - (i) execute and deliver this Deed, all other Transaction Documents and all other documents, agreements, instruments and certificates contemplated by this Deed or the other Transaction Documents, which are to be executed and delivered by the Debenture Trustee;
  - (ii) take whatever action as may be required to be taken by the Debenture Trustee by the terms and provisions of the Transaction Documents in accordance with the terms and provisions of the Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred to in sub-Clause (i) above in such documents, agreements, instruments and certificates; and
  - (iii) subject to the terms and provisions of this Deed and the other Transaction Documents, take such other action in connection with the foregoing as the Debenture Holders may from time to time direct.
- (b) The Company hereby settles in trust with the Debenture Trustee the amount of INR 1,000 (Indian Rupees One Thousand). The Debenture Trustee has accepted the above amount of INR 1,000 (Indian Rupees One Thousand) in trust declared and, subject to the terms and conditions of this Deed and the other Transaction Documents, agreed to act as debenture trustee for the benefit of the Debenture Holders in relation to all amounts received by it in respect of the Debenture Holders (the "**Trust**").
- (c) The Debenture Trustee shall act as the trustee for the benefit and interest of the Debenture





Holders and their successors, transferees and subject to the terms and provisions of this Deed and the other Transaction Documents. The Debenture Trustee shall, at all times, exercise the authority, power and discretion granted to it under this Deed for the benefit and in the best interest of the Debenture Holders and their successors and transferees.

- (d) The Debenture Trustee declares that it shall not revoke the trust(s) hereby declared until all the Obligations are irrevocably discharged and paid in full by the Company to the Debenture Holders and the Debenture Trustee under the Transaction Documents.
- (e) The Debenture Trustee shall hold upon trust the amounts which shall arise or may be obtained by the enforcement of the repayment obligations and shall apply such proceeds in accordance with Clause 2.6 (*Application of Payments*).
- (f) By signing the Application Form, the Debenture Holders shall be deemed to have irrevocably given their consent to the Debenture Trustee or any of their agents or authorized officials to, *inter alia*, do all such acts, deeds and things necessary to complete the issuance and allotment of the Debentures offered to the Debenture Holders in terms of the Debt Disclosure Documents, and to do any act or deed on their behalf in accordance with the provisions of the Transaction Documents.
- (g) The terms and conditions set out in the Debt Disclosure Documents and this Deed shall be binding on the Company and any of its permitted assignees or successors under Applicable Law.

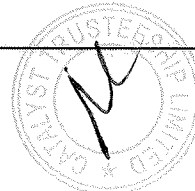
#### 2.6 Application of Payments

Unless otherwise agreed to by the Debenture Holders or unless otherwise provided by Applicable Law or by a decree of a competent court or tribunal, any payments due and payable to the Debenture Holders shall be applied in the following order:

- (a) *firstly*, towards costs, charges and expenses incurred by the Debenture Trustee in accordance with the terms of this Deed;
- (b) *secondly*, towards further/additional interest, and other amounts payable to the Debenture Holders;
- (c) *thirdly*, towards interest payable to the Debenture Holders; and
- (d) *lastly*, towards redemption of the Debentures due and payable under this Deed.

#### 2.7 Place and Mode of Payment by the Company

- (a) All interest, principal repayments, penal interest and other amounts, if any, payable by the Company to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders inform the Company in writing and which details are available with the Registrar. Credit for all payments will be given only on realisation.
- (b) All payments by the Company in accordance with sub-Clause (a) above will be made by the Company, in accordance with the provisions of this Deed, from the account specified in Schedule VI (*Account Details*) of this Deed. In relation to foregoing, the Company:
  - (i) hereby pre-authorises the Debenture Trustee to seek details/information from the bank specified in Schedule VI (*Account Details*) in relation to the payment of the Outstanding Principal Amounts and the Interest amounts, and undertakes to do all such acts as may be necessary to enable the Debenture Trustee to procure such



information. Without prejudice to the foregoing, the Company shall execute (and procure the execution of) all such documents and instruments as may be required by the Debenture Trustee in relation to this sub-Clause (i); and

- (ii) shall, in case of any change in the details of such account, promptly, and in no case later than 1 (one) Business Day from occurrence of such change, inform the Debenture Trustee of the updated details of the account.

## 2.8 Transfer of Debentures

- (a) Transfer and transmission of the Debentures shall be subject to the Depositories Act, 1996, the rules made thereunder, and the bye-laws, rules and regulations of the Depositories (each as amended, modified, supplemented or restated from time to time).
- (b) The Debentures shall be freely transferable and transmittable by the Debenture Holders in whole or in part without the prior consent of the Company.
- (c) The Debenture Holders shall have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures. The Company shall not assign any of the rights, duties or obligations under this Deed or in relation to the Debentures without the prior written consent of the Debenture Trustee (acting on the instructions of all the Debenture Holders).

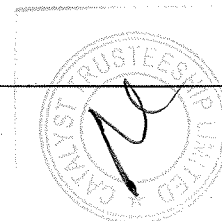
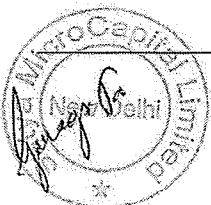
## 2.9 Issuance of Debentures

- (a) The Debentures shall be in a dematerialised form but are fungible and are represented by the statement issued through electronic mode. The Company has made depository arrangements with the Depositories for the issue of the Debentures in dematerialised form pursuant to the tripartite agreements between the Company, the relevant Depository and the Registrar.
- (b) The Debenture Holders will hold the Debentures only in dematerialised form and deal with the Debentures in accordance with the provisions of the Depositories Act, 1996 and/or rules as notified by the Depositories from time to time.

## 2.10 Debenture Redemption Reserve

- (a) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve ("DRR") in accordance with the provisions of the Companies Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.
- (b) If during the tenor of the Debentures, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Company shall abide by such guidelines and shall do all deeds, acts and things as may be required in accordance with Applicable Law.
- (c) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.
- (d) In addition to the foregoing, to the extent required by Applicable Law, the Company shall invest or deposit amounts up to such thresholds, and in such form and manner and within the time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year.

## 2.11 Subordinated Obligations



The Debentures are unsecured and subordinated and constitute direct, unsecured and subordinated obligations of the Company within the meaning of the term "subordinated debt" as defined under the NBFC Directions. In this regard, it is agreed and confirmed that:

- (a) the claims of Debenture Holders are subordinated to the claims of all other creditors of the Company;
- (b) the Debentures are equivalent to/at par with the claims of all other subordinated debt of the Company; and
- (c) the Debentures are eligible for classification as Tier II Capital of the Company.

#### 2.12 Recovery Expense Fund

- (a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Recovery Expense Fund Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under the SEBI Recovery Expense Fund Circular.
- (b) The Company shall, promptly upon establishment, provide the details of the Recovery Expense Fund to the Debenture Trustee.

### 3. GENERAL UNDERTAKINGS OF THE COMPANY

#### 3.1. Filings

Pursuant to the provisions of the Companies Act and the relevant rules thereunder, the Company undertakes to make the necessary filings of the documents mandated therein including (if required under Applicable Law) any Debt Disclosure Document, the return of allotment (Form PAS 3), and (if so required under Applicable Law) record of PPOA (Form PAS 5) with the ROC and/or SEBI, within the timelines stipulated under the Companies Act and the relevant rules thereunder and any other Applicable Law.

#### 3.2. Register of Debenture Holders

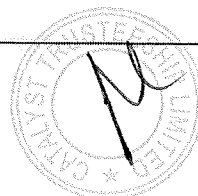
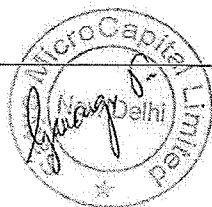
- (a) A Register of Debenture Holders shall be maintained in accordance with Section 88 of the Companies Act. For the purposes of any payments in respect of the Debentures, the Debenture Holders set out in the Register of Debenture Holder/Register of Beneficial Owners as of the date occurring 5 (Five) calendar days prior to each Due Date shall be considered.
- (b) In case of dissolution/bankruptcy/insolvency/winding up of Debenture Holders, the debenture certificates shall be transmittable to the legal representative(s)/successor(s) or the liquidator as the case may be in accordance with Applicable Law and on such terms as may be deemed appropriate by the Company.

#### 3.3. Future Borrowings

The Company shall be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form, and also issue promissory notes or debentures or other securities, without the consent of, or intimation to the Debenture Holders or the Debenture Trustee.

#### 3.4. Restriction of Preferential Payments

- (a) Each Debenture constitutes direct, subordinated and unsecured obligations of the Company.
- (b) The Debentures shall rank *pari passu inter se* and the Company shall pay and discharge all its liabilities to the Debenture Holders under this Deed without preference or priority of one over



the other.

4. **DEBENTURE TRUSTEE'S RIGHTS, POWERS, DISCRETIONS, REPRESENTATIONS AND RESPONSIBILITIES**

4.1. **Representations and Warranties of the Debenture Trustee**

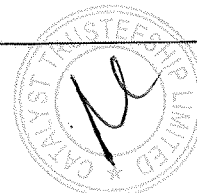
The Debenture Trustee hereby represents, warrants and covenants in favour of the Company, as on the Effective Date, that:

- (a) the Debenture Trustee is a company duly incorporated and validly existing under Applicable Law and the Debenture Trustee is duly qualified and authorised to enter into the Transaction Documents;
- (b) this Deed has been duly and validly executed and delivered by the Debenture Trustee and constitutes a legal and binding obligation of the Debenture Trustee, enforceable against the Debenture Trustee in accordance with its terms;
- (c) the execution, delivery and performance by the Debenture Trustee of this Deed does not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
  - (i) any Applicable Law;
  - (ii) the constitutional documents of the Debenture Trustee;
  - (iii) any order, judgment or decree applicable to the Debenture Trustee; or
  - (iv) any term, condition, covenant, undertaking, agreement or other instrument to which the Debenture Trustee is a party or by which the Debenture Trustee is bound;
- (d) the Debenture Trustee is in a position to observe, comply with and perform all its obligations hereunder to be observed, complied with and performed by it;
- (e) the Debenture Trustee is registered as a debenture trustee with the SEBI under the Debenture Trustees Regulations;
- (f) the Debenture Trustee does not have any, claim or is in the position to exercise any right of deduction, lien or set-off on, over or in respect of any of the amounts, writings or things held by it or continued to be held by it or coming within its power or possession pursuant to or in connection with this Deed or any other Transaction Documents; and
- (g) all information set forth in this Deed, and all information furnished and/or to be furnished by the Debenture Trustee to the Debenture Holders is true and correct and was/is not misleading whether by reason of omission to state a material fact or otherwise.

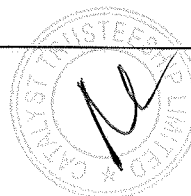
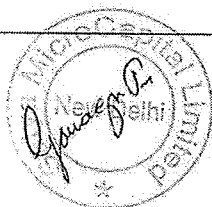
4.2. **General Rights, Powers and Discretions**

In addition to the powers conferred on the Debenture Trustee in this Deed and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows:

- (a) the Debenture Trustee may, in relation to this Deed and the other Transaction Documents, 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) subject to the approval of the Debenture Holders by way of a Majority Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- (c) with a view to facilitating any dealing under any provisions of this Deed or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of this Deed;
- (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;
- (e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;
- (f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof;
- (g) subject to the approval of the Debenture Holders by way of a Majority Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents;
- (h) subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holders or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses



and liability which may be incurred in complying with such request or direction;

- (i) notwithstanding anything contained to the contrary in this Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;
- (j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Company pursuant to this Deed within 2 (two) Business Days of receiving such information or document from the Company;
- (k) without prejudice to anything contained in Clause 4.2, the Debenture Trustee shall oversee and monitor the transaction contemplated in the Transaction Documents for and on behalf of the Debenture Holders; and
- (l) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Defaults (Procedure) Circular and the SEBI Recovery Expense Fund Circular.

PROVIDED THAT nothing contained in this Clause 4.2 (*General Rights, Powers and Discretions*) shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

#### 4.3. Power of Debenture Trustee to Delegate

- (a) The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it act through an officer(s) of the Debenture Trustee.
- (b) The Debenture Trustee may also, whenever it thinks expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in it 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.
- (c) The Debenture Trustee shall be liable for any negligence, illegality, fraud, breach of trust, bad faith and wilful misconduct of the officer to whom the Debenture Trustee has delegated its powers and shall not be absolved of its obligations under this Deed.
- (d) The Debenture Trustee shall ensure that any powers under this Clause shall be exercised with reasonable care to ensure the competency of the officer or person to whom the Debenture Trustee has delegated its powers.

#### 4.4. Powers of Debenture Trustee to Employ Agents

The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it under the Transaction Documents act through one or more agents.

#### 4.5. Powers of Debenture Trustee to Inspect

- (a) The Debenture Trustee or its authorized representatives may carry out inspections of the Company's offices records, registers and books of accounts upon giving 15 (fifteen) calendar days' notice in writing to the Company in accordance with the terms of this Deed and the other Transaction Documents.



4.6. **Debenture Trustee may Contract with the Company**

- (a) Subject to there being no conflict of interest, neither the Debenture Trustee nor any agent of the Debenture Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Company in the ordinary course of business of the Debenture Trustee.
- (b) In the event the Debenture Trustee or any agent of the Debenture Trustee perceives that any activity mentioned above that the Debenture Trustee or the agent of the Debenture Trustee proposes to undertake could lead to a conflict of interest, then the Debenture Trustee or the agent of the Debenture Trustee shall take prior written consent of the Debenture Holders prior to undertaking such activity.

4.7. **When Debenture Trustee May Interfere**

Until the occurrence of one or more Events of Default, the Debenture Trustee shall not be required, bound or concerned to interfere with the management or the affairs of the Company or its business or any part thereof.

4.8. **Nominee Director**

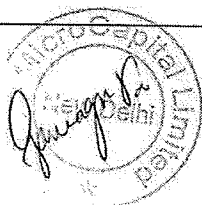
- (a) The Debenture Trustee shall have a right to appoint a nominee director, in accordance with the Debenture Trustees Regulations, on the board of directors of the Company (hereinafter referred to as the "**Nominee Director**") upon the occurrence of any of the following:
  - (a) 2 (two) consecutive defaults in the payment of interest to the Debenture Holders; or
  - (b) (to the extent applicable) any default in creation of security for the Debentures; or
  - (c) any default on the part of the Company in redemption of the Debentures.
- (b) The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.
- (c) The company shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director.
- (d) If so required, to give effect to this Clause 4.8, the Company shall take all steps necessary to amend its articles of association within the timelines prescribed under Applicable Law.

4.9. **Receipt of Debenture Holders**

The receipt of each Debenture Holder or if there are more than one holder of any such Debentures, then the receipt of the first named Debenture Holder or of the survivor(s) for the principal amounts or of the nominee(s), if any, of the Debenture Holder of such Debentures for the interest payable in respect of each of such Debentures, shall be a good discharge to the Debenture Trustee.

4.10. **Purchasers and Persons Dealing with the Debenture Trustee not put on enquiry**

Any person(s) dealing with the Debenture Trustee and/or the receiver appointed by them or their attorneys or agents shall not be bound or concerned to see or to inquire (a) whether the power exercised or purported to be exercised has become exercisable; or (b) as to the necessity or expediency of the stipulations and conditions subject to which any sale and/or assignment shall have been made; or



(c) as to the propriety or regularity of any sale and/or assignment, calling in, collection or to see to the application of any amounts paid to the Debenture Trustee or receiver.

#### 4.11. Retirement and Removal of Debenture Trustee

(a) **Resignation**

The Debenture Trustee may resign as the Debenture Trustee with the prior written approval of such number of Debenture Holders collectively holding at least 75% (seventy five percent) of the Outstanding Principal Amounts of the Debentures. PROVIDED THAT it shall continue to act as Debenture Trustee until a New Debenture Trustee (as defined below) is appointed by the Company with consent of the Majority Debenture Holders and such New Debenture Trustee accepts its appointment pursuant to this Clause 4.11 (*Retirement and Removal of Debenture Trustee*).

(b) **Removal**

(i) The Debenture Holders may, after giving not less than 1 (one) months' notice in writing, remove the Debenture Trustee by passing a Majority Resolution to that effect, and by the same resolution nominate an entity competent to act as their trustee and require the Company to appoint such entity as the debenture trustee (the "**New Debenture Trustee**").

(ii) The Majority Debenture Holders will be entitled to remove the Debenture Trustee without any notice period in case of fraud, gross negligence, willful misconduct or breach of trust on the part of the Debenture Trustee.

(iii) The Company shall within 15 (fifteen) Business Days of receipt of such resolution passed by the Majority Debenture Holders take all necessary steps to appoint the entity named in the resolution as the New Debenture Trustee and complete all necessary formalities to give effect to such appointment.

(c) **New Debenture Trustee as the debenture trustee**

Upon appointment of the New Debenture Trustee pursuant to sub-Clause (a) or sub-Clause (b) above, all references in this Deed to the Debenture Trustee shall, unless repugnant to the context, mean and refer to the New Debenture Trustee and the New Debenture Trustee shall without any further act or deed succeed to all the powers and authorities of the Debenture Trustee as if it had been originally appointed as the Debenture Trustee.

#### 4.12. Debenture Trustee's Remuneration

The remuneration of the Debenture Trustee shall be as per the terms of the fee letter executed between the Debenture Trustee and the Company dated June 20, 2024.

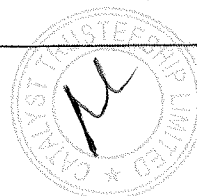
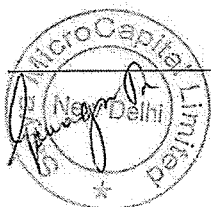
### **PART B - COMMERCIAL AND TRANSACTION SPECIFIC TERMS**

#### 5. PURPOSE

(a) The funds raised by the Issue shall be utilized by the Company to augment the Company's Tier II capital and enhance the capital adequacy of the Company, and enhancing the Issuer's long-term resources and for the regular business activities of the Issuer ("**Purpose**").

(b) Without prejudice to Clause 5(a) above, the Company shall not use the proceeds of the Issue towards:

(i) capital markets (including equity, debt, debt linked and equity linked instruments or





- any other capital market activities), whether directly or indirectly;
- (ii) any speculative purposes;
- (iii) land acquisition;
- (iv) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.77/21.04.172/2021-22 dated January 5, 2022 on "*Bank Finance to Non-Banking Financial Companies (NBFCs)*";
- (v) Investment in the real estate sector and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019; and/or
- (vi) in contravention of any Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).

## 6. INTEREST; DEFAULT INTEREST/ADDITIONAL INTEREST

### 6.1. Interest

#### (a) Interest on Application Money

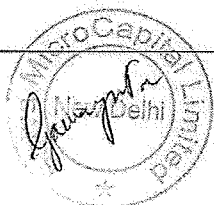
- (i) Interest at the Interest Rate (subject to deduction of tax at source, as applicable) will be paid on the Application Money to the Applicants from the date of receipt of such Application Money up to (and including) the day occurring 1 (one) day prior to the Date of Allotment for this NCD issuance, for all valid applications, within 3 (Three) Business Days from the Date of Allotment for this NCD issuance. Where pay-in date of the Application Money and the Date of Allotment for this NCD issuance are the same, no interest on Application Money will be payable.
- (ii) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.
- (iii) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.

#### (b) Interest on Debentures

The Interest on the Outstanding Principal Amounts shall accrue at the Interest Rate from the Deemed Date of Allotment until the Debentures are repaid in full and shall be payable on each Interest Payment Date in accordance with Schedule III (Interest Payment Dates).

#### (c) Payments

- (i) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (ii) The Company shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.



- (iii) If the Company is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (iv) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, or (B) 60 (sixty) days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

**6.2. Default Interest and Additional Interest**

- (a) If, at any time, a Payment Default occurs, the Issuer agrees to pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding NCDs (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such Payment Default until such default is cured or the Debentures are fully redeemed.
- (b) In case delay in execution of Debenture Trust Deed (DTD) , then the Issuer shall pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time DTD is executed.
- (c) If, at any time, any other Event of Default occurs, breach of any terms/ covenant (not limited to Financial Covenant, Holding & Management Covenant, Rating Covenant, Reporting Covenant), obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents, the Issuer agrees to pay an additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such a breach/default, until the Debentures are fully redeemed or till the covenants criteria has been replenished.

**7. REDEMPTION**

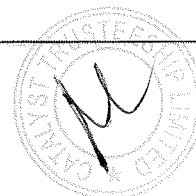
**7.1 Redemption**

- (a) The Debentures shall be redeemed on a pari passu basis by the Company by making payment of the Outstanding Principal Amounts on the Final Redemption Date in accordance with Schedule IV (Redemption Schedule).
- (b) The Company shall not redeem (or prematurely redeem) the Debentures in any way other than in accordance with the terms of this DTD.

**7.2 Early Redemption**

On the occurrence of any Early Redemption Event, The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Company, subject to Applicable Law (including any prescriptions of the RBI on minimum original maturity of non-convertible debentures), to redeem the Debentures held by the Debenture Holder(s) in the manner set out below:

- (a) The Company shall promptly and in no event later than 2 (two) Business Days from the date of occurrence, inform the Debenture Trustee about the occurrence of an Early Redemption Event. The Debenture Trustee shall immediately on the same day on receiving the information from the Company, provide a written notice to all the Debenture Holders notifying them of the occurrence of the Early Redemption Event ("**Early Redemption Notice**") and shall seek



written consent from the Majority Debenture Holders within 7 (Seven) calendar days from the date of Early Redemption Notice. For the sake of clarification, in case of non receipt of any written communication from the majority debenture holders, the same shall constitute to be a deemed negative consent.

- (i) Post receipt of written consent from the Majority Debenture Holders pursuant to Clause (a), above for exercise of Early Redemption Option, the Debenture Trustee shall provide a notice to the Company at least 21 (twenty one) calendar days from the date of consent of Majority Debenture Holders ("**Early Redemption Notification**"), and
  - (ii) following the Early Redemption Notification, the Company shall redeem the Debentures on the Early Redemption Date by making payment of all Outstanding Amounts in respect of the Debentures to the Debenture within 2 (Two) Working Days from the expiry of Early Redemption Notification period as mentioned in sub-Clause (i) above ("**Early Redemption Date**").
- (b) In the event of any delay in redeeming the Debentures beyond the Early Redemption Date, the Company shall pay to the relevant Debenture Holder(s) an additional coupon as per the applicable SEBI Regulations over and above the applicable Coupon Rate on the Outstanding Amounts (including the Outstanding Principal Amounts and accrued interest) from the Early Redemption Date until the Company redeems the Debentures in accordance with this Clause 7.2 (Early Redemption);
  - (c) Any notice given by Debenture Trustee under this Clause 7.2 (Early Redemption) is irrevocable.
  - (d) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this Clause 7.2 (Early Redemption).

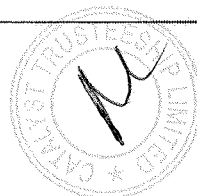
#### 8. LISTING OF DEBENTURES

- (a) The NCDs are proposed to be listed on the WDM of the BSE Limited. The NCDs shall be listed within 3 (Three) working days from the Issue closure date of this NCD issuance as prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**").
- (b) The Company shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.
- (c) The Company shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date.
- (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Date of Allotment for this NCD issuance until the listing of the Debentures is completed.

#### 9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

##### 9.1. Utilization of Proceeds of the Debentures

- (a) The Company shall utilise the amounts received towards subscription of the Debentures for the Purpose and procure and furnish to the Debenture Trustee a certificate from the Company's auditors in respect of the utilization of funds raised by the issue of the Debentures.
- (b) The Debenture Trustee shall provide a copy of the aforementioned certificate to the Debenture Holders within the time period prescribed under the applicable law.



- (c) The proceeds of the Debentures will be utilized solely for the Purpose and will not be utilized for any purpose set out in Clause 5 (*Purpose*).

**9.2. Representations and Warranties of the Company**

The Company makes the representations and warranties set out in this Clause 9.2 (*Representations and Warranties of the Company*) to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, and shall be deemed to be repeated on each date until the Final Settlement Date.

(a) **Status**

- (i) It is a company, duly incorporated, registered and validly existing under Applicable Law.
- (ii) It is a non-banking financial company-microfinance institution registered with the RBI, and such registration is valid and subsisting.
- (iii) It has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its Assets and to carry on its business in substantially the same manner as it is currently conducted.

(b) **Binding obligations**

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

(c) **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with:

- (i) any Applicable Law (including, without limitation, any laws and regulations regarding anti-money laundering or terrorism financing, and similar financial sanctions);
- (ii) its Constitutional Documents; or
- (iii) any agreement or instrument binding upon it or any of its Assets, including but not limited to any terms and conditions of the Financial Indebtedness availed by the Company.

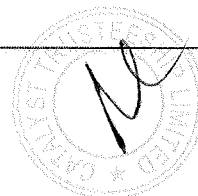
(d) **Power and authority**

It has the power to issue the Debentures, and enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by such Transaction Documents.

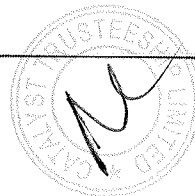
(e) **Validity and admissibility in evidence**

All approvals, authorizations, consents, permits (third party, statutory or otherwise), filings, or intimations required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Transaction Documents to which it is a party (including the issuance of Debentures);



- (ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
  - (iii) for it to carry on its business, and which are material,  
have been obtained or effected and are in full force and effect.
- (f) **No default**
- (i) No Event of Default has occurred and is continuing or would be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
  - (ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.
- (g) **Pari-Passu Ranking**
- i. Each Debenture Issued by the Issuer will constitute direct, subordinated obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of subordinated investors / lenders and shall rank pari-passu to all subordinated indebtedness of the Issuer.
  - ii. Each of the Debenture Holders shall inter-se rank pari-passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.
- (h) **Legal / Litigation Matters**
- i. There are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer, which would have a Material Adverse Effect.
  - ii. There are no unfulfilled or unsatisfied judgments or court orders in respect of the Issuer.
  - iii. The Issuer has not taken any action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings or no order has been passed for its winding-up, dissolution or re-organization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, trustee or other similar officer for it or in respect of its assets.
- (i) **No misleading information**
- All information provided by the Company to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission to state a fact or otherwise.
- (j) **Compliance; Corporate Matters**
- (A) The Company has complied with Applicable Law in respect of the issuance of the Debentures (including without limitation, the Debt Listing Regulations) and for the performance of the Company of its obligations with respect to the Debentures, and to carry on their business.
  - (B) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the



best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect.

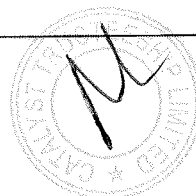
- (C) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.
- (D) The Issuer shall complete all necessary formalities including all filings with and notices to the relevant regulatory authorities as may be required, including but not limited to the designated stock exchange (if applicable) and the ROC and obtain all consents and approvals required for the completion of the Issue.
- (E) All the legal and procedural requirements specified in the Constitutional Documents or required under Applicable Law have been duly complied with in all respects in relation to the issue of the Debentures.
- (F) The registers and minute books (including the minutes of board and shareholders meeting) required to be maintained by the Company under Applicable Law:
  - (I) are up-to-date and have been maintained in accordance with Applicable Law;
  - (II) comprise complete and accurate records of all information required to be recorded in such books and records; and
  - (III) no notice or allegation that any of them are incorrect and/or should be rectified has been received.

(k) ***Financial statements; Accounts and Records***

- (i) Its audited financial statements most recently provided to the Debenture Trustee as of March 31, 2023 were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.
- (ii) Its audited financial statements as of March 31, 2023 provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.
- (iii) The books of accounts of the Company have been fairly and properly maintained, the accounts of the Company have been prepared in accordance with Applicable Law and the Applicable Accounting Standards, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Company and its subsidiaries (as defined in the Companies Act). The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(l) ***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 has not been deemed by a court to be unable to pay its debts for the purposes of Applicable



Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into this Deed or any other Transaction Document.

- (ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (iii) The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings nor has any order been passed for its winding-up, dissolution or re-organization, or for the enforcement of any security over its Assets, or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets.
- (v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Company (including pursuant to the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019).
- (vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

(m) **Material Adverse Effect**

- i. No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Issuer.
- ii. There are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

(n) **Illegality**

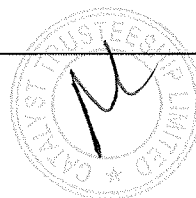
It is not illegal or unlawful for the Company to perform any of its obligations under the Transaction Documents.

(o) **Tax Laws**

- (i) The Company has complied with all the requirements as specified under the Tax laws as applicable to the Company in relation to returns, computations, notices and information which are, or are required to be made or given by the Company to any Tax authority for taxation, and for any other Tax or duty purposes, have been made and are correct.
- (ii) The Company has not received any notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Company.

(p) **Subordinated Obligations**

- (i) Except for obligations mandatorily preferred by Applicable Law applying to companies



generally, the payment obligations of the Company under the Transaction Documents:

- (A) are subordinated to the claims of all other creditors of the Company; and
  - (B) are equivalent to/at par with the claims of all other subordinated debt of the Company.
- (ii) The Debentures are eligible for classification as Tier II Capital of the Company.

(q) **No Immunity**

Neither the Company nor any of its Assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. The issuance of the Debentures (and the Transaction Documents) constitutes, and the exercise of the Company's rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

(r) **Confirmations pursuant to the Debt Listing Regulations**

As on the date of filing of the draft General Information Document and Key Information Document with BSE in accordance with the Debt Listing Regulations:

- (i) the Company, the promoters (as defined in the Debt Listing Regulations) of the Company, the promoter group (as defined in the Debt Listing Regulations) of the Company or the directors of the Company have not been debarred from accessing the securities market or dealing in securities by SEBI;
- (ii) no promoter (as defined in the Debt Listing Regulations) of the Company or director of the Company is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;
- (iii) no promoter (as defined in the Debt Listing Regulations) of the Company or director of the Company is a fugitive economic offender; and
- (iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Company.

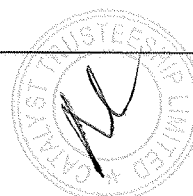
(s) **SCORES Authentication**

The Company has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.

**9.3. Financial Covenants**

Each of the requirements prescribed and actions mentioned in this Clause 9.3 are subject to Applicable Law and the prior approval of the RBI (if so required). Until the Final Settlement Date, the Company shall:

- a) Total Debt/Tangible Net Worth ratio to be within 5.5x.
- b) Capital Adequacy Ratio (CAR) of atleast 17% or as per applicable RBI regulation, whichever is higher, of the above CAR, TIER 1 CAR to remain at minimum of 15%.
- c) Gross NPA not to exceed 3% of Gross Loan Portfolio.
- d) Net NPA to Tangible Net Worth shall not exceed 7.5%.
- e) The Company to maintain a minimum Net-worth of Rs. 870 crores.





- f) Earnings: After-tax Net Income (excluding extraordinary Income) to remain positive. The said covenant to be tested on a quarterly and on Annual basis.
- g) PAR 30 to Total Loan Portfolio shall not exceed 5.00%.
- h) Company to maintain minimum liquidity amount equivalent to next 1.5 month liabilities after including Put Options/interest reset on liabilities (assuming 100% haircut in collections) in the form of unencumbered Cash and Cash equivalents.
- i) Average monthly Collection efficiency for the quarter, i.e, overdue + current month collections against current month's demand (excluding arrears demand and collections against such arrears demand) to be maintained at minimum 95%.
- j) Financial Guarantee to any third party, including and on behalf of Subsidiary (ies) shall not exceed 10% of the Tangible Net Worth of the Issuer.
- k) Related party exposure to be complied as per RBI norms for debt and equity infusion into wholly owned subsidiary, SATYA Micro Housing Finance Private Limited.
- l) Any other Related Party exposure (excluding business correspondent (BC) payments, and debt repayment to Gojo & Co) shall not exceed 5% of the Net Worth of the Issuer.
- m) There shall not be any negative mismatches on cumulative basis in any of the buckets till the next one year of ALM statement after incorporating all the liabilities of the Issuer incorporating Put Options/ Reset Options etc. (in any form). The asset will include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same.
- n) Issuer shall not prepay any loans or redeem NCDs; voluntarily or mandatorily before its stated maturity such that it leads to a negative mismatch on cumulative basis in any of the buckets of ALM statement up to the residual tenor of the Debentures after incorporating all the liabilities of the Issuer including Put Options/interest reset on liabilities. Unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same.
- o) Any other additional covenant as may be mutually agreed and shall form a part of the Transaction Documents.

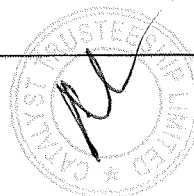
The financial covenants set out in this Clause 9.3 (*Financial Covenants*) shall be tested, commencing from June 30, 2024 until the Final Settlement Date, on a quarterly basis (i.e., as on each Quarterly Date), on the basis of the consolidated and standalone financial statements of the Company.

The financial covenants shall be certified by a Statutory Auditor within 45 (Forty Five) calendar days from each Quarterly Date and 75 (Seventy Five) calendar days from closing of each financial year.

In case of breach of any of the covenants, the Issuer shall pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the NCDs are fully redeemed or till the covenants criteria has been replenished.

#### 9.4. Reporting Covenants

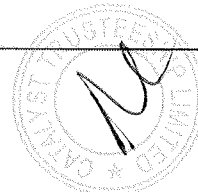
The Company shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (if so requested by the Debenture Holders) (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:



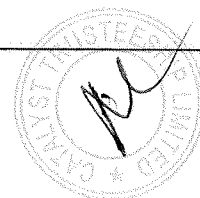
- (a) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year, certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed financial year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow.

All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Company whether absolute or contingent as of the date thereof;

- (b) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year, a certificate from a director/chief financial officer/Authorised Signatories of the Company confirming that there is no existing potential Event of Default or Event of Default;
- (c) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year, all information/documents required to be submitted by the Company to the RBI on an annual basis in respect of such Financial Year;
- (d) within 45 (forty five) calendar days after each Quarterly Date:
- (i) certified copies of its unaudited consolidated and non-consolidated (if any) quarterly financial statements for the preceding financial quarter, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;
  - (ii) a certificate signed by a director or the chief financial officer or the authorised signatories of the Company stating that the Company is in compliance with all the financial covenants prescribed in Clause 9.3 (*Financial Covenants*);
  - (iii) updated list of the names and addresses of the Debenture Holders;
  - (iv) details and information regarding the financials, operations, portfolio growth and asset quality, collection efficiency and portfolio at risk data and funding data in such form and manner as may be acceptable to the Debenture holders;
  - (v) details of the asset liability management (ALM) data/statement, in such form and manner as may be acceptable to the Debenture Holders;
  - (vi) details of the shareholding pattern and the list of the board of directors of the Company;
  - (vii) the debt profile (including in respect of non-convertible debt securities) in respect of the Company together with details in respect of the various borrowings availed by the Company;
  - (viii) If applicable, a certificate from the management confirming that the Borrower is in compliance with Digital Lending Guidelines (reference RBI as of August 10, 2022 and September 02, 2022)
  - (ix) the liquidity position of the Company in the format prescribed by the Debenture Holders; and
  - (x) all information/documents required to be submitted by the Company to the RBI on a quarterly basis in respect of such financial quarter;



- (e) on a half yearly basis, and in any event on or prior to May 15 of each calendar year for the financial half year ending on March 31 and on or prior to November 15 of each calendar year for the financial half year ending on September 30, a certificate from the authorised signatory of the Company certifying the debt profile of the Company (including, without limitation, the guarantee obligations of the Company) and the static pool data, in a format acceptable to the Debenture Trustee;
- (f) as soon as practicable and in any event within 5 (five) days of the occurrence, provide the information/details with respect to:
- (i) any change in the shareholding structure of the Issuer;
  - (ii) any change in the composition of the board of directors of the Company;
  - (iii) any change in the Key Managerial Personnel of the Issuer;
  - (iv) any changes to the Constitutional Documents of the Company adversely affecting the rights of debenture holders;
  - (v) any occurrence of a Material Adverse Effect;
  - (vi) the resignation of the statutory auditor of the Company; and
  - (vii) any prepayment of any Financial Indebtedness by the Company or any notice received for prepayment of any Financial Indebtedness of the Company that would lead to a negative mismatch on cumulative basis in any of the buckets till 1 (one) year of the asset liability management of the Company;
- (g) without prejudice to any other obligations under this Clause 9.4 (*Reporting Covenants*), as soon as practicable and in any event within 1 (one) day of the occurrence, provide the information/details with respect to:
- (i) any event of default (including any breach of representations and warranties, or covenants) howsoever described, set out in the transaction documents of any Financial Indebtedness of the Company;
  - (ii) any legal proceeding/notice instituted against or received by the Company;
  - (iii) default in any Financial Indebtedness/obligations to any creditors of the Company;
  - (iv) any application or petition filed for the dissolution or re-organization of the Company;
  - (v) occurrence of any Event of Default or any event which may with the expiry of time be classified as an Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy such events; and
  - (vi) occurrence of any Material Adverse Effect and such other material events as set out in the Transaction Documents;
- (h) within 15 (fifteen) days of the occurrence, provide such information as the Debenture Trustee may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law;
- (i) The Issuer shall provide information to the Debenture Trustee in respect of the following promptly on the occurrence of such event:



- i. notify the Debenture Trustee in writing, of any notice of an application or petition for insolvency and/ or winding up having been made or receipt of any statutory notice of insolvency and/ or winding up under the provisions of the Act or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed affecting the title to the property of the Issuer;
- ii. notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any respect;
- iii. provide to the Debenture Trustee such further Information regarding the financial condition, business and operations of the Issuer as the Debenture Trustee may request;
- iv. notify the Debenture Trustee promptly of any revision in the rating or assignment of a fresh rating provided by any Rating Agency to the Debentures;
- v. The Issuer agrees that it shall forward to the Debenture Trustee promptly:
  - a. a copy of the statutory auditors' and directors' annual report, balance sheet and profit and loss account and of all periodical and special reports at the same time as they are issued;
  - b. a copy of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities; and
  - c. a copy of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media.
- vi. The Issuer shall forthwith provide a written intimation to the Debenture Trustee of any event which constitutes an Event of Default or which may with the expiry of time be classified as an Event of Default, specifying the nature of such event and any steps the Issuer is taking and proposes to take to remedy the same.
- vii. The Issuer shall keep the Debenture Trustee and Debenture Holders informed of all the orders, directions or notices of any court or tribunal affecting or likely to affect the assets (or any part thereof) of the Issuer.
- viii. The Issuer shall forthwith provide to the Debenture Trustee the details of any material litigation, arbitration or administrative proceedings filed or initiated against the Issuer.
- ix. Such information as the Debenture Holders may require as to all matters relating to the business, property and affairs of the Issuer that materially impacts the interests of the Debenture Holders and provide access to relevant books of accounts, documents and records in relation to this Issue as required by the Debenture Trustee and to take copies and extracts thereof.
- j. The Issuer hereby agrees and undertakes that the Principal Promoter Debt if any shall at all times be contractually subordinated (in ranking and payment) to the Obligations, at any time after the occurrence of an Event of Default/ Early Redemption Event, no payments shall be made in respect of the Principal Promoter Debt except with the express prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

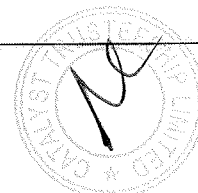
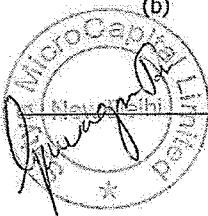
**9.5. Affirmative Covenants**

Each of the requirements prescribed and actions mentioned in this Clause 9.5 are subject to Applicable Law and the prior approval of the RBI (if so required). The Company shall, until the Final Settlement Date:

(a) **Use of Proceeds**

use the proceeds of the Issue only for the Purpose and in accordance with Clause 5 (*Purpose*);

(b) **Validity of Transaction Documents**



ensure and procure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company;

(c) **Further documents and acts**

Execute all such deeds, documents, instruments and assurances and do all such acts and things as the Debenture Trustee may require for exercising the rights under the Transaction Documents and the Debentures.

(d) **Make the Relevant filings with the Registrar of Companies**

Pursuant to the Act and the relevant rules thereunder, the Issuer undertakes to make the necessary filings of the documents mandated therein.

(e) **Notice of Winding up or other Legal Process**

promptly, and in any case not later than 10 (ten) Business Days of occurrence, inform the Debenture Trustee if it has received:

(i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Act or any other Applicable Law (including the IBC, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019); or

(ii) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process relating to the commencement/initiation of winding up or insolvency process against the Company;

(f) **Loss or Damage by Uncovered Risks**

promptly inform the Debenture Trustee and the Debenture Holders of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;

(g) **Costs and Expenses**

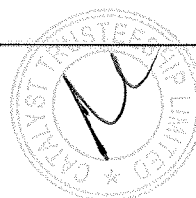
pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs;

(h) **Payment of Rents, etc.**

punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when such amounts are payable;

(i) **Preserve Corporate Status**

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its



business;

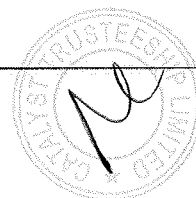
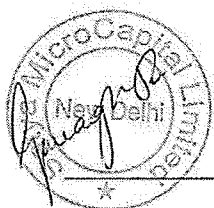
- (ii) obtain, comply with and maintain all its licenses and/ or authorizations required, including without limitation, the license to conduct business, as a non-banking financial company, and any other rights, licenses and franchises necessary for its obligations under the Debentures and the Transaction Documents and continue to be a validly existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law;
- (iii) comply with all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and
- (iv) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;

(j) ***Pay Stamp Duty***

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws. In the event the Company fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Company shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

(k) ***Furnish Information to Debenture Trustee***

- (A) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Company or to investigate the affairs of the Company;
- (B) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;
- (C) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority in relation to the Debentures;
- (D) within 45 (forty five) days of each Quarterly Date or within 7 (seven) days of any relevant meeting of the board of directors, whichever is earlier, furnish reports/quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:
  - (1) updated list of the names and addresses of the Debenture Holders along with the number of Debentures held by each Debenture Holder;
  - (2) details of any Outstanding Amounts and any Outstanding Principal Amounts due, but unpaid and reasons thereof;
  - (3) details of the interest due, but unpaid and reasons thereof;
  - (4) the number and nature of grievances received from the Debenture Holders, and (I) resolved by the Company, and (II) unresolved by the Company along with the reasons for the same; and



- (5) such other information as may be agreed between the Parties from time to time; and
- (E) inform and provide the Debenture Trustee with applicable documents in respect of the following:
- (1) notice of any Event of Default or potential Event of Default specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same; and
- (2) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Company and the BSE;

(l) ***Redressal of Grievances***

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

(m) ***Comply with Investor Education and Protection Fund Requirements***

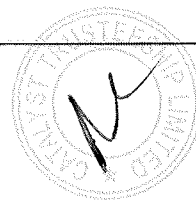
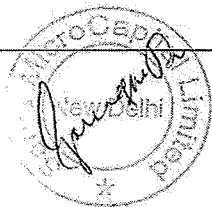
comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Company hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;

(n) ***Corporate Governance; Fair Practices Code***

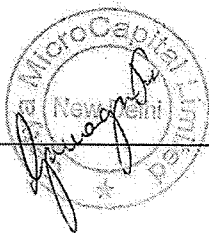
comply with any corporate governance requirements applicable to the Company (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI;

(o) ***Further Assurances***

- (i) provide details of any litigation, arbitration or administrative proceedings that if determined adversely could have a Material Adverse Effect on the Company;
- (ii) comply with any monitoring and/or servicing requests from Debenture Holders/Debenture Trustee;
- (iii) execute all such deeds, assurances, documents, instruments, acts, matters and things, in such form as the Debenture Trustee may, reasonably or pursuant to Applicable Law, require in relation to exercising any of the rights and authorities of the Debenture Trustee (including those set out under the Transaction Documents);
- (iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed;
- (v) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;



- (vi) comply with:
- (A) all Applicable Law (including but not limited to the NBFC Directions, the Companies Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the SEBI Listed Debentures Circulars, any environmental, social and taxation related laws and all directions issued by the RBI to non-banking financial companies), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;
  - (B) all requirements and regulations of the RBI in respect of, *inter alia*, the maintenance of the Capital Adequacy Ratio, norms in respect of recognition of non-performing assets, and provisioning requirements;
  - (C) the Debenture Trustees Regulations 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 of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
  - (D) the provisions of the Act in relation to the Issue;
  - (E) ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders but without, in any way requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;
  - (F) the financial terms and conditions prescribed in the Transaction Documents;
  - (G) the corporate governance and fair practices code prescribed by the RBI and/or any other notification, circular, press release issued by the SEBI/RBI, from time to time;
  - (H) the terms of the listing agreement to be entered into between the Company and the BSE; and/or
  - (I) if so required, the requirements prescribed under Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date*) of the Listed NCDs MasterCircular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the aforementioned requirements;
- (vii) the Company agrees that its obligations under the Transaction Documents are absolute, irrevocable and unconditional, and the Company confirms the due and prompt observance, performance and full discharge of the covenants, agreements, obligations and liabilities in accordance with and subject to the terms and conditions contained under the Transaction Documents; and
- (viii) complete all necessary formalities including all filings with and notices to the relevant regulatory authorities as may be required, including but not limited to the SEBI, and the ROC and obtain all consents and approvals required for the completion of the Issue;





(p) ***Filings; Information to the Debenture Trustee***

- (i) make all necessary filings required pursuant to the Act (including with the ROC) and the guidelines/regulations of the RBI;
- (ii) without prejudice to (i) above, and to the extent applicable, co-operate with the Debenture Trustee and/or the Debenture Holders in connection with any assistance that may be required for the purpose of submitting information in relation to the Debentures and the Transaction Documents to any information utility in accordance with the IBC, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted;
- (iii) provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law; and
- (iv) within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the Transaction Document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Company;

(q) ***Internal Control***

- (i) maintain internal control for the purpose of preventing fraud on amounts lent by the Company; and
- (ii) ensure that the proceeds of the Debentures are not used for money laundering or illegal purposes;

(r) ***Audit and Inspection***

Permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders as and when required;

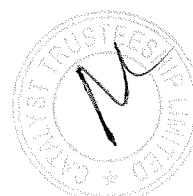
(s) ***Books and Records***

- (i) maintain its accounts and records in accordance with Applicable Law and make true and proper entries therein of all dealings and transactions of and in relation to the Debentures and the business of the Company; and
- (ii) provide access to relevant books of accounts, documents and records in relation to this Issue and to enter into or upon and to view and inspect the state and condition of all the together with all records, registers of the Company as required by the Debenture Trustee and to take copies and extracts thereof;

(t) ***Access; Periodic Portfolio Monitoring***

provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and/or permit them to, at the cost of the Company:

- (i) examine and inspect the books and records, documents and accounts maintained by the Company;



- (ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and
- (iii) discuss the affairs, finances and accounts of the Company, and be advised as to the same, by the relevant officers;

(u) **Principal Promoter Debt**

- (i) the Principal Promoter Debt shall at all times be contractually subordinated (In ranking and payment) to the Obligations and at any time after the occurrence of an Event of Default/ Early Redemption Event, no payments shall be made in respect of the Promoter Debt except with the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders);
- (ii) procure and ensure that the Principal Promoter of the Company will not encumber (in any manner whatsoever) the equity shares of the Company held by the Principal Promoter; and
- (iii) procure and ensure that the Principal Promoter do not exit from or reduce their involvement from the management activities of the Company from that subsisting on the Effective Date. Without prejudice to the foregoing, the Company will procure and ensure that Principal Promoter continue to maintain (to the extent applicable) an executive role in the Company until the Final Settlement Date;

(v) **Execution of Transaction Documents**

in the event of any delay in the execution of any Transaction Document the Company will, at the option of the Debenture Holders, either:

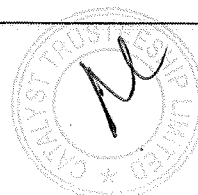
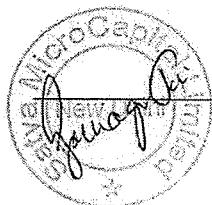
- (i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/dischARGE the Obligations; and/or
- (ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the Obligations are discharged (whichever is earlier);

(w) **Listing and Monitoring Requirements**

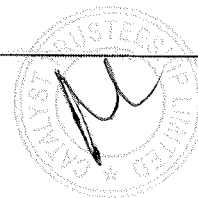
comply with all covenants, undertakings and requirements set out in Schedule VII (*Listing and Monitoring Requirements*).

9.6. **Negative Covenants**

The Issuer shall maintain below mentioned covenants during the entire tenor of the NCDs and till all the amounts outstanding are been duly repaid, in case of any change, the Issuer to seek a prior-written consent of the Majority Debenture Holders and Debenture Trustee. Provided that in the event the Issuer has provided a prior written request to all the Debenture Holder(s) in relation to any action under any of the Negative Covenant that the Issuer proposes to take and the Majority Debenture Holder(s) have not responded within a period of 15 (Fifteen) calendar days from the date of such written request being provided by the Issuer (upon a written one reminder being provided by the Issuer to all the Debenture Holder(s) after the expiry of 10 (Ten) calendar days from the date of such written request), the consent of the Majority Debenture Holder(s) shall then be deemed to be provided to the issuer for undertaking such action and the Issuer shall then be permitted to undertake such action without obtaining any further consent from the Majority Debenture Holder(s);



- a) Change the general nature of its business from that which is permitted as Non-Banking Financial Company by the RBI.
- b) Change in its Constitutional Documents in any material way or reduce its authorized capital in any way which would prejudicially affect the interests of the Debenture Holders.
- c) Any change in the capital structure (except increase in Authorised Share Capital) of the Issuer at any point of time during the tenor of the NCDs.
- d) The Issuer will ensure that prior to the Final Settlement Date, there will be no sale, disposal or transfer in any matter whatsoever of the equity shares held by the Promoter in the Company to anyone, nor will the Principal Promoter encumber (in any manner whatsoever) the equity shares held by the Promoter in the Company, Subject to maintenance of Holding and Management Covenant.
- e) Change in the financial year end from 31<sup>st</sup> March unless such change is mandatorily required to be made for compliance with Applicable Law.
- f) Until the Final Settlement Date, the Company will procure and ensure that the Principal Promoter will not exit from or reduce its involvement from the management activities of the Company as is subsisting on the Effective Date. Without prejudice to the foregoing, the Company will procure and ensure that Principal Promoter will continue to maintain an executive role in the Company until the Final Settlement Date.
- g) Declare or pay any dividend or make any distributions on its share capital, unless:
  - i. the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);
  - ii. no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; and
  - iii. the Company is in compliance with the Financial Covenants
  - iv. pay or declare any dividend to its shareholders in any year, during the tenor of the Debentures, until the Issuer has paid or has made satisfactory provision for payment of the installments of the principal due and interests/coupon due on the Debentures;
- h) Undertake or permit any merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.
- i) Acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 10% (ten percent) of the Net Worth.
- j) Acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture) except in ordinary course of business.
- k) The Issuer shall not:
  - i. enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;
  - ii. enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arm's length basis and in compliance with applicable law.; or
  - iii. Enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.
- l) Effect any change in the statutory auditors of the Company, other than as per mandatory requirement under Applicable Law.



- m) Undertake any new business outside financial services or any diversification of its business outside financial services.
- n) Appoint or continue to the appointment of any person as a director/ or a key managerial person of the Company who is classified as a wilful defaulter as a director and/or KMP.
- o) Enter into any contractual obligation which may adversely affect the financials standing.
- p) Apply to the court for the winding up of the Company or agree to the winding up of the Company.
- q) Sell, transfer, or otherwise dispose of in any manner whatsoever any Assets of the Company, other than any securitization/ direct assignment transaction undertaken by the Company in the ordinary course of its business as per applicable RBI Master Directions or any amendment, supplement or restatement thereto. It is clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Company and the Company shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee.
- r) Enter into compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.
- s) Participate in any involuntary process under the IBC or Undertake/permit any voluntary process under the IBC.
- t) Unsecured Borrowings from Promoters/ related parties/ Inter Corporate Deposits held by the Issuer shall not be repaid (except by way of equity conversion) in-case Payment Default for these NCDs is subsisting.
- u) Pledge of shares by the Principal Promoters which may potentially change management control (if pledge is enforced) shall be undertaken with prior approval of the Debenture Trustee (acting on behalf of Majority Debenture Holders).

#### 9.7. Holding and Management Covenants

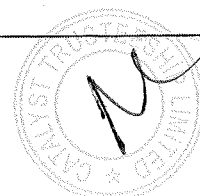
During the Tenor of the Debentures and till the Debentures are being duly redeemed in full, the Issuer to seek prior-written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), in case of any change on the following:

- i. Reduction/change in Promoter shareholding (except change due to primary infusion of Share Capital or inter se transfer between promoters or change due to transfer of shares by the Promoters upto 5% of their existing shareholding as on the date of this Key Information Document) shall not be undertaken without prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders),.
- ii. Pledge of shares by the Principal Promoters shall not be undertaken without prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders),.
- iii. Mr. Vivek Tiwari designated as Managing Director and Chief Executive Officer of the Company and continue to hold an executive position on the Board of the Issuer during the entire tenor of the Debentures.

#### 9.8. Rating Covenants

The Issuer shall maintain the below mentioned covenants during the entire tenor of the NCDs and till all the amounts outstanding is being duly repaid:

- i. The Issuer shall ensure that there is no suspension of the credit rating of the Issuer and/ or the Debentures by any of the credit rating agency.
- ii. The Issuer shall ensure that it shall maintain the current credit rating/outlook of the Company/Instrument as on Deemed Date of Allotment from any credit rating agency.



- iii. The Issuer shall ensure that there is no assignment of new long-term credit rating below 'BBB+' from any credit rating agency.

**9.9. Early Redemption**

- a. Subject to compliance with prevailing applicable RBI Guidelines and receipt of prior approval of the RBI, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the right but not an obligation to require the Issuer to redeem the Debentures along with accrued coupon/interest upon the occurrence of any of the below mentioned events ("Early Redemption Events"):
1. Breach of any of the covenants as mentioned under the Financial Covenants
  2. Breach of any of the covenants as mentioned under the Rating Covenants;
  3. Breach of any of the covenants as mentioned under the Holding and Management Covenants'
  4. Occurrence of Material Adverse Effect
  5. Any legal or regulatory decision resulting in suspension/ revocation of the NBFC license;
- b. The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option to require the Issuer to redeem the debentures on happening of any of the Early Redemption Events as per provisions of clause 7.2 of this Debenture Trustee.
- c. The Issuer shall subject to receipt of prior approval of the RBI be required to make payment of the aggregate amounts outstanding in relation to debentures, to the Debenture Holder(s) including any unpaid Principal Amount, accrued but unpaid Coupon/Interest, Default Interest (if applicable) and liquidated damages (if applicable) on or before the Early Redemption Date.
- d. In the event of any delay in redeeming the relevant Debentures beyond the Early Redemption Date, the Company shall pay to the Debenture Holder(s) additional interest as per the applicable SEBI Regulations over and above the applicable Coupon Rate, on the Outstanding Amounts (including the Outstanding Principal Amounts and accrued interest) from the Early Redemption Date until the Company redeems the Debentures in accordance with this Clause 9.9 (Early Redemption);

Any notice given by Debenture Trustee under this Clause 9.9 (Early Redemption) is irrevocable.

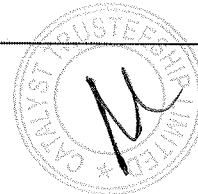
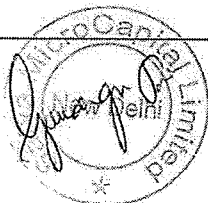
- e. No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this Clause 9.9(Early Redemption).

**10. EVENTS OF DEFAULT AND REMEDIES**

**10.1. Consequences and Remedies**

If one or more events specified in Clause 10.2 occur(s), the Debenture Trustee shall if so directed by the Majority Debenture Holders, the Debenture Trustee may by a notice in writing to the Issuer, subject to Applicable Law and with the prior approval of the RBI (if so required), initiate actions as may be contemplated in the Transaction Documents including the following:

- (a) accelerate the redemption of Debentures and declare all or any of the Debentures and/or Obligations to be immediately due and payable, whereupon the Debentures shall become immediately due and payable;
- (b) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with this Deed and the other Transaction Documents;
- (c) take any actions in respect of Chapter X (Breach of Covenants, Default and Remedies) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of this Deed; and/or
- (d) take all such other action as is expressly permitted under this Deed or in the other Transaction



Documents or permitted under Applicable Law (including any remedies available without the intervention of any courts or tribunals).

## 10.2. Events of Default

### (a) *Payment based Defaults*

(i) The Company does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) business day of the relevant Due Date.

(ii) The Company:

(A) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or

(B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness, the effect of which default or other event or condition is to cause or to permit the holder(s) of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity.

(C) Any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof. PROVIDED THAT if the event(s) mentioned under this sub-Clause (iii) are capable of being remedied in the sole discretion of the Debenture Holders, the Majority Debenture Holders may provide a cure period as deemed appropriate to them

PROVIDED THAT if the aforesaid event(s) mentioned are capable of being remedied in the sole discretion of the Debenture Holders, the Majority Debenture Holders may provide a cure period as deemed appropriate to them.

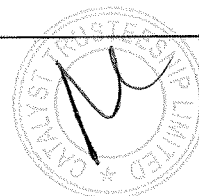
(iii) Failure of the Issuer to make payment of the aggregate amounts outstanding along with the accrued interest and other charges in relation to the Debentures within stipulated timelines in terms of the Transaction Documents upon exercise of the Early Redemption Option.

(iv) The Company is unable to or admits its inability in writing to, pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

### (b) *Covenants & Information based Defaults:*

(i) The breach of any terms, covenants (including without limitation, covenants, reporting covenants and other undertakings) or obligations under the Transaction Documents.

(ii) The Company fails to share any information within 5 (five) calendar days upon the request by the Debenture Holders.

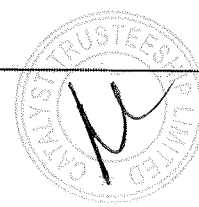
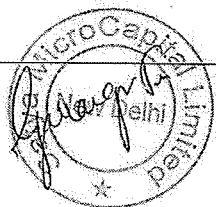


(c) **Defaults relating to the validity of the Transaction Documents**

- (i) The Debt Disclosure Documents or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company.
- (ii) It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.
- (iii) Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any respect when made or deemed made.
- (iv) The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(d) **Other Defaults**

- (i) The occurrence of a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 15 (fifteen) calendar days.
- (ii) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
  - (B) the composition, compromise, assignment or arrangement with any creditor of the Company;
  - (C) the appointment of a liquidator, resolution professional, receiver or similar other officer in respect of the Company;
  - (D) enforcement of any Assets of the Company or any analogous procedure or step is taken in any jurisdiction; or
  - (E) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any of the events listed in paragraphs sub-Clauses (A) to (E) above.
- (iii) Any Governmental Authority including without limitation, Central Bureau of Investigation (CBI), Directorate of Enforcement, Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations.
- (iv) The Company's organizational status or any licenses or franchise is revoked or suspended by any Governmental Authority after the Company has exhausted all remedies and appeals relating thereof.



- (v) Any surrender, revocation or suspension of the Company's certificate of registration as a non-banking financial company by the RBI provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license.
- (vi) The listing of the Debentures ceases or is suspended at any time prior to the Final Settlement Date.
- (vii) The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.
- (viii) The Company has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof.
- (ix) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the Company or any Promoter of the Company or revenues or any other act having a similar effect being committed by the management of the Company or the Promoters of the Company.
- (x) Any Promoter of the Company and/or the directors of the Company or the key managerial personnel (as defined in the Companies Act) of the Company are accused of, charged with, arrested or convicted of a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of such Promoters and/or directors and/or key managerial personnel of the Company, including any accusations, charges and/or convictions of any offence relating to bribery or are declared a willful defaulter.
- (xi) An application for corporate insolvency resolution process of the Company is filed or any form of communication indicating an intention to file such application is issued or any creditor of the Company takes any steps requesting the filing of such application, in each case, by the appropriate regulator (i.e., the RBI), under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019.
- (xii) The Company commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect (including by passing any resolution of the board of directors or the shareholders of the Company) or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, resolution professional, assignee (or similar official) for any or a substantial part of its property.
- (xiii) A petition is filed for the winding up of the Company under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 15 (fifteen) days of its filing.
- (xiv) Any order/judgement passed by any of the regulatory authorities against any of any Promoter of the Company or the Promoter Group of the Company or the Company resulting in debarment of any Promoter of the Company or the Promoter Group of the Company or the Company for raising funds from the financial markets.
- (xv) The Company commences negotiations with one or more of its lenders, debenture trustees and/or debenture holders with a view to rescheduling any of its indebtedness or failure or inability of the Company to pay its debts as they mature.





In case of the occurrence of any of Events of Default under this Clause 10.2, the Company shall have a cure period of the later of (A) the time period set out in the Clause 10.2 above, or (B) 15 (fifteen) calendar days, to rectify/remedy such default. However, other than the cure period set out in the Clause 10.2(a) and Clause 10.2(b) above, there shall be no cure period for payment based defaults set out under Clause 10.2(a) and the covenants and information based defaults set out under Clause 10.2(b).

Subject to the approval of the debenture holders and the conditions as may be specified by the appropriate authority from time to time, the Debenture Trustee, on behalf of the debenture holders, may enter into inter-creditor agreements provided under the framework specified by the Reserve Bank of India. The voting shall be through show of hands or poll or through such other manner as the Majority Debenture Holder/s may deem fit.

#### 10.3. **Notice on the Occurrence of an Event of Default**

- (a) 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 occurred, the Company shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.
- (b) In addition to the foregoing, in accordance with the SEBI Defaults (Procedure) Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with the SEBI Defaults (Procedure) Circular.

#### 10.4. **Additional obligations of the Debenture Trustee**

In respect of the SEBI Defaults (Procedure) Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Framework) or any resolution plan shall be subject to the terms of the SEBI Defaults (Procedure) Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Defaults (Procedure) Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under the SEBI Defaults (Procedure) Circular).

### **PART C - OTHER TERMS AND CONDITIONS**

#### 11. **COMPUTATION OF INTEREST AND OTHER CHARGES; BUSINESS DAY CONVENTION**

- (a) Interest and all other charges shall accrue based on an actual/actual basis.
- (b) All payments in respect of the Debentures required to be made by the Company shall be made on a Business Day.
- (c) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (d) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.



- (e) If the Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.
- (f) In the absence of anything to the contrary mentioned in this Deed and other Transaction Documents, if any day for performance of any acts under the Transaction Documents (other than those set out in sub-Clause (c) to sub-Clause (e) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the succeeding Business Day.

## 12. OTHER TERMS OF THE DEBENTURES

### 12.1. Debentures free from Equity

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

### 12.2. Debenture Holders not entitled to shareholders' rights

The Debenture Holders will not be entitled to any of the rights and privileges available to the shareholders including the right to receive notices of or to attend and vote at general meetings of the Company, other than those available to them under Applicable Law. PROVIDED THAT if any resolution affecting the rights attached to the Debentures is placed before the shareholders, such resolution will first be placed before the Debenture Holders for their consideration.

### 12.3. Variation in Debenture Holders' Rights

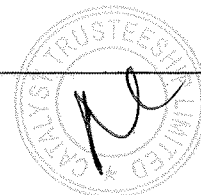
The rights, privileges, terms and conditions attached to the Debentures may be varied or modified in accordance with Clause 19.10 (*Amendments*).

## 13. FEES AND COSTS

- (a) The Company shall bear the costs and expenses incurred in connection with the transactions contemplated hereby including stamp duty on the Transaction Documents, all transfer fees and applicable charges, legal advisors' fees and expenses, fees of the Debenture Trustee, fees of the Rating Agency, listing fees, and any other fees or expenses incurred in the preparation of the Transaction Documents or in relation to any transactions or matters contemplated under this Deed and any other Transaction Documents (including any action to preserve any rights in respect thereof).
- (b) All reasonable costs and expenses incurred by the Debenture Trustee prior to or following the occurrence of an Event of Default, including in connection with:
  - (i) collection of amounts due under the Transaction Documents;
  - (ii) engaging all intermediaries;
  - (iii) legal costs;
  - (iv) stamp duty on any Transaction Documents; or
  - (v) all other expenses in relation to the Issue,

shall be payable by the Company under the Transaction Documents.

## 14. RIGHT TO REPURCHASE THE DEBENTURES



- (a) The Parties hereby agree that the Company, subject to the Applicable Law (including guidelines, rules/regulations of the RBI), shall have the option from time to time to repurchase a part or all of the Debentures from the secondary market or otherwise, upon obtaining prior consent from the Debenture Holders, at any time prior to the Final Settlement Date.
- (b) In the event any or all of the Debentures are repurchased, or redeemed under any circumstances whatsoever, the Company shall have, and shall be deemed to have had, subject to Applicable Law, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other non-convertible debenture in their place.
- (c) In respect of any repurchased/redeemed Debenture, the Company shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.

**14A. MULTIPLE ISSUANCES**

- (a) Subject to Applicable Law, the Company reserves the right to make multiple issuances under the same International Security Identification Number ("ISIN") with reference to Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular.
- (b) Such issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium/par/discount as the case may be in accordance with the Applicable Law (including Chapter VIII (*Specifications related to ISIN for debt securities*)) of the Listed NCDs Master Circular.

**15. INDEMNITY**

- 15.1 The Company shall, within 10 (ten) days of demand, indemnify the Debenture Holders and the Debenture Trustee from time to time, against any and all losses, liabilities, demands, losses, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, obligations or actions, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of:
- (a) the occurrence of any Event of Default (including any breach of representations and/or warranties set out under the Transaction Documents, or any non-performance (in whole or in part) by the Company of any of its covenants, obligations or undertakings contained under the Transaction Documents);
  - (b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand for stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed); and/or
  - (c) a failure by the Company to pay any amount due under any Transaction Document on the relevant Due Date.
- 15.2 Any indemnification payment made by the Company shall be grossed up to take into account any taxes, payable by the Debenture Trustee/Debenture Holders or deductible by the Company on such payment.
- 15.3 The indemnification rights of the Debenture Trustee/Debenture Holders under this Deed are independent of, and in addition to, such other rights and remedies as the Debenture Trustee/Debenture Holders may have under Applicable Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished



thereby.

- 15.4 The Company acknowledges and agrees that any payments to be made pursuant to this Clause 15 (*Indemnity*) are not in the nature of a penalty but merely reasonable compensation for the loss that would be suffered, and therefore, the Company waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertakes that it shall not raise any such claim or defence.

16. **PROVISIONS FOR MEETING OF DEBENTURE HOLDERS**

The provisions set out in Schedule II (*Provisions for the Meetings of the Debenture Holders*) shall apply to the meetings of the Debenture Holders.

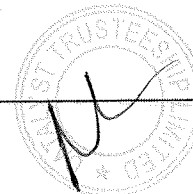
17. **GOVERNING LAW AND JURISDICTION**

(a) **Governing Law**

This Deed is governed by and construed in accordance with the laws of India.

(b) **Jurisdiction**

- (i) The Parties agree that the courts and tribunals at New Delhi, India shall have exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Deed ("**Dispute**"). Accordingly, any suit, action or proceedings relating to any Dispute (together referred to as "**Proceedings**") arising out of or in connection with this Deed may be brought in the courts and tribunals of New Delhi, India and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.
- (ii) The Parties irrevocably waive any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at New Delhi, India and any claim that any such Proceedings have been brought in an inconvenient forum. The Company further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at New Delhi, India shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law.
- (iii) Nothing contained in this Clause 17(b) (*Jurisdiction*), shall limit any right of the Debenture Trustee to take the Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- (iv) To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.



18. **NOTICES**

18.1. **Communications in writing**

Any communication to be made under or in connection with this Deed and/or any other Transaction Documents shall be made in writing and, unless otherwise stated, may be made by fax, letter or e-mail.

18.2. **Addresses**

The address, e-mail and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed and/or any other Transaction Documents is that identified with its name below, or any substitute address, e-mail, fax number or department or officer as the Party may notify to the other Parties by not less than 2 (two) Business Days' notice:

***If to the Company:***

Address 519, 5th floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, Delhi-110020  
Telephone +91 11 49724000  
Attention Ms. Vandita Kaul  
E-mail [Vandita.kaul@satyamicrocapital.com](mailto:Vandita.kaul@satyamicrocapital.com)

***If to the Debenture Trustee:***

Address Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013  
Telephone +91 (022) 49220555  
Attention Mr. Umesh Salvi, Managing Director  
E-mail [ComplianceCTL-Mumbai@ctltrustee.com](mailto:ComplianceCTL-Mumbai@ctltrustee.com)

The address for service of the Debenture Holders will be as per the records of the Company/ depository participant of the Debenture Holders.

18.3. **Delivery**

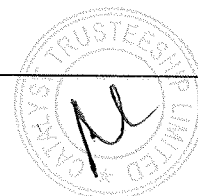
Any communication or document made or delivered by any Party and the Debenture Holders under or in connection with the Transaction Documents will only be effective:

- (a) if by way of fax, when received in legible form on a Business Day during business hours;
- (b) if received by e-mail, when received on a Business Day during business hours; or
- (c) if by way of letter, when it has been left at the relevant address or 2 (two) Business Days after being deposited in the speed post or registered post, in an envelope addressed to it at that address,

and if a particular department or officer is specified as part of its address details provided under Clause 18.2 (*Addresses*), if addressed to that department or officer.

18.4. **Notification of Address, Fax Number and E-mail Address**

Promptly upon receipt of notification of an address, fax number and e-mail address or change of address, fax number or e-mail address pursuant to Clause 18.2 (*Addresses*) or changing its own address, fax number or e-mail address, either Party shall notify the other Parties.



**18.5. Electronic Communication**

Any electronic communication made between the Company and the Debenture Trustee will be effective only when actually received in readable form and in the case of any electronic communication made by the Company to the Debenture Trustee only if it is addressed in such a manner as the Debenture Trustee shall specify for this purpose.

**18.6. Reliance**

- (a) Any notice sent under this Clause 18 (*Notices*) can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and if it bears what appears to be the signature (original or facsimile) of an authorised signatory of the sender (in each case without the need for further enquiry or confirmation).
- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

**18.7. English Language**

- (a) Any notice given under or in connection with any Transaction Document must be in English.
- (b) All other documents provided under or in connection with any Transaction Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the recipient, accompanied by a certified English translation.

**19. MISCELLANEOUS**

**19.1. Effectiveness**

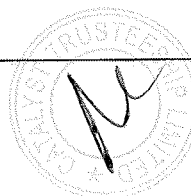
This Deed shall be effective on and from the Effective Date and shall be in force until the Final Settlement Date.

**19.2. Severability**

Each provision contained in this Deed shall be severable and distinct from each 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 Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

**19.3. Waiver**

- (a) The Debenture Trustee may, from time to time, or at any time waive, on such terms and conditions as to them shall seem expedient, any of the covenants and provisions contained in this Deed (including any breach by the Company of the covenants and provisions contained in this Deed) without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof.
- (b) No delay or omission of the Debenture Trustee or any receiver in exercising any right, power or remedy accruing to the Debenture Trustee upon any default 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 or any receiver 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 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 Applicable Law or equity.

**19.4. Lien or pledge of Debentures**

The Company shall note a lien or pledge in respect of the Debentures, if such lien or pledge in respect of the Debentures is required by any bank or institution for any loan provided to any Debenture Holder against the lien or pledge of such Debentures.

**19.5. Joint Holders**

Where two or more persons are holders of any Debentures, they shall be deemed to hold the same as joint holders with benefits of survivorship subject to the Constitutional Documents of the Company and Applicable Law.

**19.6. Sharing of information**

The Company may to the extent required by Applicable Law, use its own, as well as exchange, share or part with any financial or other information about the Debenture Holders available with the Company, its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Company nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

**19.7. Custody Arrangement**

The Debenture Trustee may keep this Deed and the other Transaction Documents at its office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi -110001, India or any of its other offices or if the Debenture Trustee so decides 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 shall not be responsible for any loss incurred on account of such custody, subject to such custody not resulting in any additional stamp duty on any Transaction Document.

**19.8. Registrar and Transfer Agent**

The Company has appointed KFin Technologies Limited as the registrar and transfer agent for the Debentures.

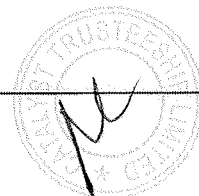
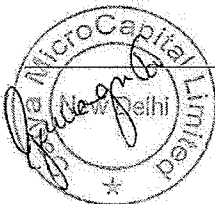
**19.9. Inspection of Deed**

- (a) Any Debenture Holder is entitled to inspect this Deed or copy hereof during business hours, at such reasonable time on any Business Day as the board of directors of the Company may decide without payment of any fee.
- (b) Any Debenture Holder is entitled to obtain a copy of this Deed on payment of such fee as may be specified by the Company.

**19.10. Amendments**

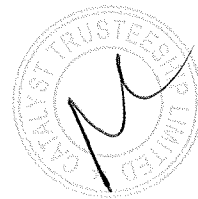
This Deed may be modified or amended with the written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) by way of an instrument in writing executed by the Company and the Debenture Trustee.

**19.11. Counterparts**



This Deed may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.

*[Intentionally left blank]*





**SCHEDULE I  
PART A  
CONDITIONS PRECEDENT**

The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, on or prior to the Date of Allotment for this NCD issuance, by submitting and providing to the Debenture Trustee/the Applicants:

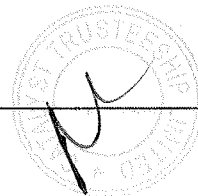
- (a) Execution of the Transaction Documents;
- (b) Due diligence certificate issued by the Debenture Trustee as per SEBI NCS Regulations in accordance with the applicable SEBI Circulars;
- (c) Rating Rationale and press release from the Credit Rating Agency;
- (d) Rating Letter from the Credit Rating Agency
- (e) Debenture Trustee Consent Letter;
- (f) BSE in-principal approval;
- (g) LEI Registration Number
- (h) A certified copy of the resolution of the Issuer's board of directors /committee of board authorizing the issuance of the Debentures to be provided prior to the Date of Allotment for this NCD issuance;
- (i) A certified copy of the resolution of the shareholders of the Issuer under Sections 180(1)(a) and 180(1)(c) of the Companies Act, 2013 to be provided prior to the Date of Allotment for this NCD issuance;
- (j) A certified copy of resolution of the shareholders of the Issuer under Section 42 of the Companies Act, 2013;
- (k) Duly completed certified/ self-attested KYC Documents of the Authorized Signatories of the Issuer who are executing the Transaction Documents;
- (l) A certificate issued by the statutory auditor of the Issuer/ independent chartered accountant, prior to the Date of Allotment for this NCD issuance, confirming that: (A) issuance of the Debentures would not cause any borrowing, or similar limit binding on the Issuer to be exceeded;
- (m) Duly certified true copy of Memorandum and Articles of Association of the Issuer along with the Certificate of Incorporation and RBI Registration Certificate.
- (n) The Issuer to provide a management undertaking that all the borrowing facilities of the Issuer are standard in nature, the Issuer has not defaulted in making any payments in respect thereto and the Issuer has obtained all regulatory and statutory consents to issue Debentures.
- (o) If applicable, a certificate from the practicing chartered accountant confirming that the Issuer is in compliance with Digital Lending Guidelines (reference RBI as of August 10, 2022 and September 02, 2022)



**SCHEDULE I  
PART B  
CONDITIONS SUBSEQUENT**

The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:

- a. Receipt of Due diligence certificate issued by the Debenture Trustee as per SEBI NCS Regulations in accordance with the applicable SEBI Circulars.
- b. The Issuer shall ensure that the Debentures are credited into the beneficial owner account(s) of the Debenture within 2 (Two) Business Days from the relevant Date of Allotment for this NCD issuance;
- c. The Issuer will ensure listing of Debentures on the BSE within 3 (Three) working days from the Issue Closure Date;
- d. The Issuer shall file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the relevant registrar of companies within 15 days from the Date of Allotment for this NCD issuance;
- e. The Issuer shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Issuer's statutory auditor to the Debenture Trustee within stipulated timelines as required by law;
- f. Execution of any other documents as the Debenture Trustee may require.



**SCHEDULE II**  
**PROVISIONS FOR THE MEETINGS OF THE DEBENTURE HOLDERS**

The following provisions shall apply to the meetings of the Debenture Holders:

**1. Calling of Meeting**

- (a) The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall at the occurrence of an event, which constitutes (i) a breach of this Deed, (ii) an Event of Default, or (iii) in its opinion affects the interest of the Debenture Holders, or at the request in writing of the Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, convene a meeting of the Debenture Holders.
- (b) 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 Debenture Trustee shall determine.

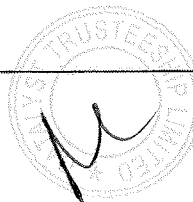
**2. Meeting of the Debenture Holders**

- (a) A meeting of the Debenture Holders may be called by giving not less than 21 (twenty one) days' notice in writing.
- (b) Any meeting in respect of any matter contemplated under the SEBI Defaults (Procedure) Circular shall be in accordance with paragraph 21A below.
- (c) A meeting of the Debenture Holders may be called after giving shorter notice than that specified in sub-paragraph (a) above, if consent is accorded thereto by Majority Debenture Holders.

**3. Notice of Meeting of the Debenture Holders**

- (a) Each notice of a meeting of the Debenture Holders shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
- (b) Any notice in respect of any matter contemplated under the SEBI Defaults (Procedure) Circular shall be in accordance with paragraph 21A below.
- (c) Notice of every meeting of the Debenture Holders shall be given to:
  - (i) each Debenture Holder in the manner provided in this Deed;
  - (ii) the persons entitled to a Debenture in consequence of death or insolvency of a Debenture Holder, by sending it through e-mail and 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; and
  - (iii) the Debenture Trustee when the meeting is convened by the Company and to the Company when the meeting is convened by the Debenture Trustee.

**4. Meeting by Alternate Means**



Subject to Applicable Law, the Debenture Holders' meetings may be held by tele-conference or video-conference.

5. **Adoption of Resolutions**

Subject to Applicable Law, the Debenture Holders shall be entitled to adopt resolutions without holding a Debenture Holders' meeting provided such resolutions are approved by Majority Debenture Holders.

6. **Contents of Notice of Meeting**

- (a) 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, if any, of the Company.
- (b) Where any item of business as aforesaid to be transacted at a meeting of the Debenture Holders relates to, or affects, any other company, the extent of shareholding interest in that company of every 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 20% (twenty percent) of the paid up share capital of that other company.
- (c) Where any item of business relates to the approval of any document by the meeting, said document should be attached to the notice of the meeting.

7. **Quorum**

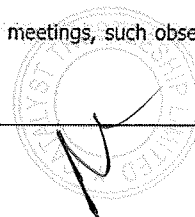
- (a) The Majority Debenture Holders, personally present shall be the quorum for the meeting of the Debenture Holders and the provisions of following sub-paragraph (b) shall apply with respect thereto.
- (b) If, within half an hour from the time appointed for holding a meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture 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 Debenture Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Debenture Holders present shall be the quorum.

8. **Chairman of the Meeting of the Debenture Holders**

- (a) The Debenture Trustee or the nominee of the Debenture Trustee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.
- (b) 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, the chairman elected on a show of hands exercising (for the time being) all the powers of the chairman under the said provisions.
- (c) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.

9. **Attendance and Voting**

- (a) The Debenture Trustee and the directors of the Company and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.
- (b) The Debenture Holders may invite observers to attend the meetings, such observers shall be



entitled to speak but shall not be entitled to vote at the meeting.

- (c) At any meeting, a resolution put to the vote at the meeting shall be decided on the basis of a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- (d) Before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, present in person or by proxy.

**10. Poll**

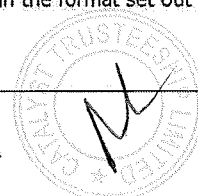
- (a) A poll demanded on a question of adjournment shall be taken forthwith.
- (b) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than 48 (forty eight) hours from the time when the demand was made, as the chairman may direct.

**11. Determination of Votes**

At each such meeting each Debenture Holder shall, on a show of hands be entitled to 1 (one) vote only, but a poll be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.

**12. Voting; proxies**

- (a) Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.
- (b) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder 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 Debenture Holder.
- (c) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notary certified copy of the power of attorney 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 at which the person named in the instrument proposes to vote or in case of a poll, not less than 24 (twenty four) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
- (d) The instrument appointing a proxy shall:
  - (i) be in writing; and
  - (ii) 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.
- (e) The instrument appointing a proxy shall be substantially in the format set out in Form MGT-11



in the Companies (Management and Administration) Rules, 2014, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments.

- (f) Each Debenture Holder entitled to vote at a meeting of the Debenture Holders of the Company on any resolution to be moved thereat 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.
- (g) 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 Debenture 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 the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- (h) On a poll taken at any meeting of the Debenture Holders, a Debenture Holder 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.

**13. Scrutiny of Poll**

- (a) When a poll is to be taken, the Chairman of the meeting shall appoint 2 (two) scrutineers to scrutinise the votes given on the poll and to report thereon to him.
- (b) 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.
- (c) Of the 2 (two) scrutineers appointed under this paragraph, one shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.

**14. Result of Poll**

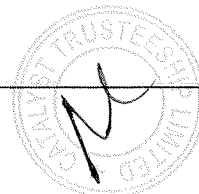
- (a) Subject to the provisions of the Companies Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- (b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

**15. Joint Holders**

In the case of joint Debenture Holders, 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.

**16. Adjournment**

The Chairman of a meeting of the Debenture Holders may, with the consent of 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.



17. **Chairman's 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 Debenture Holder.

18. **Transacting 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.

19. **Determination by Chairman**

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.

20. **Powers of Debenture Holders and Exercise Thereof**

(a) **General**

A meeting of the Debenture Holders shall, *inter alia*, have the following powers exercisable in the manner hereinafter specified in this Schedule II (*Provisions for the Meetings of the Debenture Holders*):

- (a) power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holders;
- (b) power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holders against the Company whether such right shall arise under this Deed or Debentures or otherwise;
- (c) 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 Companies Act or provisions of any Applicable Law;
- (d) power to assent to any modification of the provisions contained in this Deed and to authorise the Debenture Trustee to concur in and execute any supplemental deed embodying any such modification;
- (e) power to remove the existing Debenture Trustee and to appoint new trustee; and
- (f) power to give any direction, sanction, request or approval which under any provision of this Deed is required to be given by a Majority Resolution or a unanimous resolution.

(b) **Resolution of Debenture Holders**

- (i) The powers set out in this Schedule II (*Provisions for the Meetings of the Debenture Holders*) shall be exercisable by a Majority Resolution or a unanimous resolution passed at a meeting of the Debenture Holders duly convened and held in accordance with provisions herein contained.
- (ii) A resolution, passed at a general meeting of the Debenture Holders duly convened and held in accordance with these presents shall be binding upon all the Debenture



Holders, whether present or not at such meeting, and each of the Debenture Holders shall be bound to give effect thereto accordingly.

- (iii) The passing of any such resolutions 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.

(c) **Exercise of Powers without meeting**

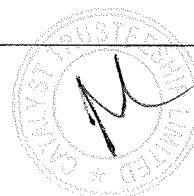
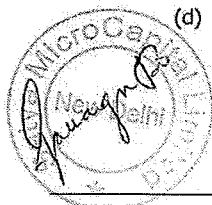
- (i) Notwithstanding anything herein contained, it shall be competent to the Debenture Holders to exercise the rights, powers and authorities of the Debenture Holders under this Deed by letters/communication signed by or on behalf of the Majority Debenture Holders or all Debenture Holders, as the case may be, without convening a meeting of the Debenture Holders as if such letters/communication constituted a Majority Resolution or a unanimous resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

21. **Written Consent of Debenture Holders**

- (a) For any written consent of the Debenture Holders, the Debenture Trustee (or as applicable, the Company or a Debenture Holder) shall provide a notice in writing to the last available address of each Debenture Holder at least 10 (ten) Business Days prior to the date on which any decision is required to be made or consent is required to be provided.
- (b) The record date of such notice shall be the date falling 5 (Five) Calendar Days prior to the date of dispatch of such notice.
- (c) If the notice specifies any notice period, then any consents received after such notice period will not be accepted.
- (d) Notwithstanding (a) to (c) above, the Debenture Holders can ratify any shorter notice depending on the reasons given/prevaling circumstances on a case to case basis.
- (e) The Debenture Holders can submit their consent only in written form to the Debenture Trustee.

21A. **SEBI Defaults (Procedure) Circular**

- (a) If any meeting of the Debenture Holders is proposed to be conducted in respect of any matter prescribed in the SEBI Defaults (Procedure) Circular, the provisions of this paragraph 21A shall apply.
- (b) Any notice for a meeting in respect of the SEBI Defaults (Procedure) Circular shall contain the details prescribed in the SEBI Defaults (Procedure) Circular, including without limitation, the negative consent for proceeding with the enforcement of security, positive consent for signing the inter-creditor agreement, the time period within which the consent needs to be provided, and the date of meeting to be convened.
- (c) The provisions of this Schedule II (applicable to meetings of the Debenture Holders) shall apply in respect of any meeting that is conducted under this paragraph 21A.
- (d) Any action of the Debenture Trustee in respect of the occurrence of an Event of Default and the application of the SEBI Defaults (Procedure) Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this paragraph 21A, subject to the exceptions (if any) set out in the SEBI Defaults (Procedure)



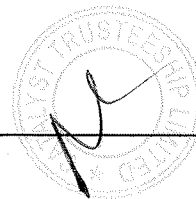


Circular.

- (e) For the purposes of a meeting convened in accordance with this paragraph 21A, in accordance with the SEBI Defaults (Procedure) Circular, all decisions shall require the consent of 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent) of the Debenture Holders (by number).

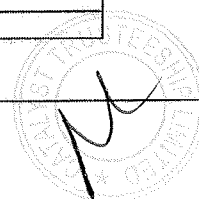
**22. Minutes**

- (a) Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Debenture Trustee at the expense of the Company.
- (b) Any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceeding held or by the chairman of the adjourned meeting 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 made 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.



**SCHEDULE III**  
**INTEREST PAYMENT DATES as per Original Issuance**

Due Date	INTEREST AMOUNT (IN INR) (PER DEBENTURE)
12-Mar-24	1,097.40
12-Apr-24	1,176.30
12-May-24	1,138.36
12-Jun-24	1,176.30
12-Jul-24	1,138.36
12-Aug-24	1,176.30
12-Sep-24	1,176.30
12-Oct-24	1,138.36
12-Nov-24	1,176.30
12-Dec-24	1,138.36
12-Jan-25	1,176.30
12-Feb-25	1,176.30
12-Mar-25	1,062.47
12-Apr-25	1,176.30
12-May-25	1,138.36
12-Jun-25	1,176.30
12-Jul-25	1,138.36
12-Aug-25	1,176.30
12-Sep-25	1,176.30
12-Oct-25	1,138.36
12-Nov-25	1,176.30
12-Dec-25	1,138.36
12-Jan-26	1,176.30
12-Feb-26	1,176.30
12-Mar-26	1,062.47
12-Apr-26	1,176.30
12-May-26	1,138.36
12-Jun-26	1,176.30
12-Jul-26	1,138.36
12-Aug-26	1,176.30
12-Sep-26	1,176.30
12-Oct-26	1,138.36
12-Nov-26	1,176.30
12-Dec-26	1,138.36
12-Jan-27	1,176.30
12-Feb-27	1,176.30
12-Mar-27	1,062.47
12-Apr-27	1,173.09
12-May-27	1,135.25
12-Jun-27	1,173.09
12-Jul-27	1,135.25
12-Aug-27	1,173.09
12-Sep-27	1,173.09
12-Oct-27	1,135.25
12-Nov-27	1,173.09
12-Dec-27	1,135.25
12-Jan-28	1,173.09
12-Feb-28	1,173.09
12-Mar-28	1,097.40
12-Apr-28	1,176.30
12-May-28	1,138.36
12-Jun-28	1,176.30
12-Jul-28	1,138.36
12-Aug-28	1,176.30



12-Sep-28	1,176.30
12-Oct-28	1,138.36
12-Nov-28	1,176.30
12-Dec-28	1,138.36
12-Jan-29	1,176.30
12-Feb-29	1,176.30
12-Mar-29	1,062.47
12-Apr-29	1,176.30
12-May-29	1,138.36
12-Jun-29	1,176.30
12-Jul-29	1,138.36

**\*Subject to Business Day Convention**



**SCHEDULE IV  
REDEMPTION SCHEDULE**

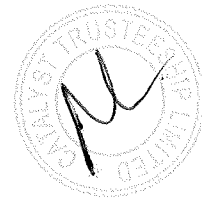
<b>*REDEMPTION DATE</b>	<b>PRINCIPAL AMOUNT (IN INR) (PER DEBENTURE)</b>
July 12, 2029	1,00,000

**\*Subject to Business Day Convention**



**SCHEDULE V  
DETAILS OF PRINCIPAL PROMOTER DEBT**

NIL



**SCHEDULE VI  
ACCOUNT DETAILS**

<b>NAME OF BENEFICIARY &amp; ADDRESS</b>	Satya Microcapital Limited 519, 5th floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, Delhi- 110020
<b>BANK NAME</b>	ICICI Bank Limited
<b>BRANCH ADDRESS</b>	Hall No.36, G-Block, Gaur Grandeur, Plot No. GH- 04, Sector 119, Noida- 201305, UP-201305, India
<b>BANK ACCOUNT NO</b>	250605000059
<b>IFSC CODE</b>	ICIC0002506



**SCHEDULE VII**  
**LISTING AND MONITORING REQUIREMENTS**

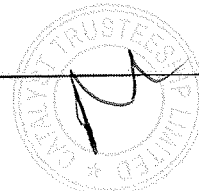
**1. MONITORING**

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor the security cover (if any) in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the SEBI Monitoring Circulars, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with the SEBI Monitoring Circulars:

- (a) (to the extent applicable) a security cover certificate on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Monitoring Circulars;
- (b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within 60 (sixty) days from each Quarterly Date or such other timelines as may be prescribed under Applicable Law;
- (c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within 60 (sixty) days from each Quarterly Date or such other timelines as may be prescribed under Applicable Law;
- (d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 60 (sixty) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law;
- (e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law; and
- (f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

**2. RECOVERY EXPENSE FUND**

- (a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Recovery Expense Fund Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under the SEBI Recovery Expense Fund Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- (b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank



guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.

- (d) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the SEBI Recovery Expense Fund Circular. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- (e) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

### 3. REQUIREMENTS UNDER THE LODR REGULATIONS

- (a) The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).
- (b) Without prejudice to (a) above, the Company shall, pursuant to Regulation 52(4) of the LODR Regulations, while submitting quarterly and annual financial results, disclose to BSE and the Debenture Trustee the following information along with the financial results:
  - (i) debt-equity ratio;
  - (ii) debt service coverage ratio;
  - (iii) interest service coverage ratio;
  - (iv) outstanding redeemable preference shares (quantity and value);
  - (v) capital redemption reserve/debenture redemption reserve;
  - (vi) net worth;
  - (vii) net profit after tax;
  - (viii) earnings per share;
  - (ix) current ratio;
  - (x) long term debt to working capital;
  - (xi) bad debts to account receivable ratio;
  - (xii) current liability ratio;
  - (xiii) total debts to total assets;
  - (xiv) debtors' turnover;



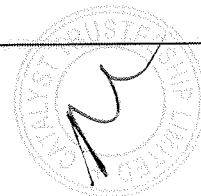


- (xv) inventory turnover;
- (xvi) operating margin percent; and
- (xvii) net profit margin percent.

PROVIDED THAT where the above-mentioned information is not applicable to the Company, the Company shall disclose such other ratio/equivalent financial information, as may be required to be maintained under Applicable Law, if any.

#### 4. DUE DILIGENCE

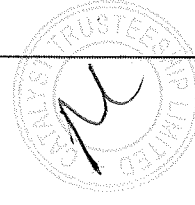
- (a) The Company acknowledges, understands, and confirms that:
  - (i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
  - (ii) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
  - (iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in this Deed) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.
- (b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the assets on which security interest/charge is created (if any), which shall, *inter alia*, include:
  - (i) periodical status/ performance reports from the Company within 7 (seven) days of the relevant board meeting of the Company or within 45 (forty five) days of the respective quarter, whichever is earlier;
  - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
  - (iii) details with respect to the implementation of the conditions regarding creation of the security (if any) for the Debentures, debenture redemption reserve and Recovery Expense Fund;
  - (iv) (to the extent applicable) details with respect to the assets of the Company and of the guarantors to ensure that they 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 Holders;

- (v) reports on the utilization of funds raised by the issue of Debentures;
  - (vi) details with respect to conversion or redemption of the Debentures, if applicable;
  - (vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;
  - (viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
  - (ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
  - (x) (to the extent applicable) certificate from the statutory auditors of the Company (A) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (B) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
  - (xi) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (c) Without prejudice to any other provision of this Deed and the other Transaction Documents, the Company shall:
- (i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover (if any) on a quarterly basis in the manner as may be specified by SEBI from time to time;
  - (ii) to the extent applicable, submit a certificate from the statutory auditor on a half-yearly basis, regarding the maintenance of security cover (if any) in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents in the manner as may be specified by SEBI from time to time;
  - (iii) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
(To the extent applicable) Security cover certificate	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.

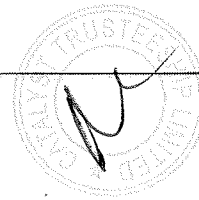


REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 45 (forty five) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties.	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 45 (forty five) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties.	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within such timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties	Half yearly basis within 60 (sixty) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within such timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties	Annual basis within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Within such timelines as prescribed under Applicable Law or as may be mutually agreed between the Parties	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

- (iv) comply with all requirements under the SEBI Monitoring Circulars and the SEBI Due Diligence Circulars, and provide all documents/information as may be required in accordance with the SEBI Monitoring Circulars and the SEBI Due Diligence Circulars.

#### 5. OTHERS

- (a) The Company shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.
- (b) To the extent applicable and required in terms of the SEBI Defaults (Procedure) Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the SEBI Defaults (Procedure) Circular.
- (c) To the extent required/applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).
- (d) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.



- (e) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the SEBI DLT Monitoring Circular in respect of the Debentures and the transactions contemplated in the Transaction Documents.



**SIGNATURE PAGE**

IN WITNESS WHEREOF the Debenture Trustee and the Company have caused this debenture trust deed to be executed by their authorised signatory (ies) on the Effective Date.

SIGNED AND DELIVERED BY )  
SATYA MICROCAPITAL LIMITED the within )  
named Company )  
by its duly authorised signatory )  
)  
)  
)  
)  
)

For SATYA MICROCAPITAL LIMITED  
*[Handwritten Signature]*  
Authorised Signatory

*[Handwritten Signature]*



SIGNED AND DELIVERED BY  
**CATALYST TRUSTEESHIP LIMITED**  
the within named **Debenture Trustee**  
by its duly authorised signatory

)  
)  
)  
)  
)  
)  
)

For CATALYST TRUSTEESHIP LIMITED

  
Authorised Signatory

