



NLC INDIA LIMITED

(Navratna' - A Government of India Enterprise)

Regd. Office: First Floor, No.8, Mayor Sathyamurthy Road,
FSD, Egmore Complex of Food Corporation of India, Chetpet, Chennai-600 031
Corporate Office: Block-1, Neyveli-607 801, Cuddalore District, Tamil Nadu.

Phone: 04142/252205. Fax: 04142-252645, 252646
CIN:L93090TN1956GO1003507

Web-site:www.nlcindia.com: e-Mail:cosec@nlcindia.in



Lr.No.Secy/Reg.30 of LODR/2020

Dt.27.04.2020

To The National Stock Exchange of India Ltd Plot No. C/1, G Block Bandra-Kurla Complex Bandra (E), Mumbai-400 051. Scrip Code : NLCINDIA Security name: NLC29 & NLC30	To The Bombay Stock Exchange Ltd Phiroze JeeJeebhoy Towers Dalal Street Mumbai-400 001. Scrip Code : 513683 , 958806 & 959237
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Dear Sirs,

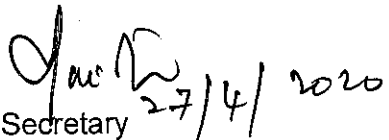
Sub: Declaration cum undertaking - NLCIL BONDS 2020 – SERIES-1

In terms of Regulation 30 & 51 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Schedule I of Securities and Exchange Board of India (Issue and Listing of Debt Securities) regulations, 2008, we enclose a copy of the Declaration cum undertaking dated 22.04.2020 in the matter of creation of security for the NLCIL BONDS 2020 – SERIES-1 issued by the Company.

This is for your information and record.

Thanking you,

Yours faithfully,
for NLC India Limited


Company Secretary 27/4/2020



TAMILNADU

NLC India Ltd

Neyveli

DECLARATION-CUM-UNDERTAKING

AF 440792

R. DEVASEN

S.V.L. No: 16/B3/2000

37/4 CLUB ROAD GH-3

In the matter of creation of mortgage to secure the secured, non-cumulative, non-convertible, redeemable, taxable 7.36% Series-1 bonds aggregating to Rs. 525 crore (Bonds) having tenure of 10 years, by creation of charge by NLC India Limited in favour of SBICAP Trustee Company Limited.

I, SHRI. P RAVI KUMAR aged 46 years, an Indian inhabitant, Occupation :residing at, CHENNAI being the Director/authorized Signatory of NLC India Limited having CIN No L93090TN1956GOI003507 and PAN No. AACN1121C, a Public Limited Company, duly incorporated and registered under The Companies Act 1956, as amended ("Companies Act, 2013"), and having its registered office at First Floor, No.8, Mayor Sathyamurthy Road, FSD, Egmore Complex of Food Corporation of India, Chetpet, Chennai-600031, Tamil Nadu, India. ((hereinafter referred to as "the said **Company/Mortgagor**") do hereby solemnly and sincerely declare and state as under to **SBICAP Trustee Company Limited** a limited company incorporated and registered under the Companies Act, 1956 as amended (Companies Act, 2013) and having its Registered Office at Apeejay House, 6th Floor, 3, DinshawWachha Road, Churchgate, Mumbai, Maharashtra - 400 020 hereinafter referred to as "the **Debenture Trustee/Mortgagee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns and all persons for the time being acting as the Trustee for and on behalf of and for the benefit of Bondholders (as defined in the Debenture Trustee Agreement dated May 24, 2019 and amended on dated 20.08.2019, a Debenture Trust Deed dated 22.04.2020:




PONUGUMATLA RAVI KUMAR
DGM(Finance)-Treasury
F & AB/Corporate Office
NLC India Ltd., Neyveli-1

1. I am the authorized officer/ of NLC India Limited, a company incorporated under the Companies Act, 1956, as amended ("**Companies Act, 2013**"), having its registered office at First Floor, No.8, Mayor Sathyamurthy Road, FSD, Egmore Complex of Food Corporation of India, Chetpet, Chennai-600031, Tamil Nadu, India having corporate identity number L9309TN1956GOI003507. (hereinafter referred to as the "**Company**") and I am duly authorized pursuant to the resolution passed by the Board of Directors at its meeting held on 29.04.2019. I confirm that the said resolution is in full force and effect and has not been rescinded, superseded or modified in any manner whatsoever. A certified true copy of the said resolution has been furnished to the Bond Trustee (as hereinafter defined) acting as a Debenture Trustee for and on behalf of and for the benefit of the Bond Holders more particularly described in the Fourth Schedule.
2. I say that, the Company has issued, secured, non-cumulative, non-convertible, redeemable, taxable, bonds in the nature of debentures (the "**Bonds**") by way of a private placement, to eligible institutions with face value Rs.10,00,000 each, under 7.36% Series-I aggregating to Rs. 525 crore for a tenure of 10 years, pursuant to the authority granted by the Company's Board of Directors through the resolution passed in its meeting held on April 29, 2019 and the approval of its shareholders in terms of the special resolution passed by the members vide postal ballot notice dated 7th October, 2017. I further state that the shareholders have also approved the creation of this mortgage and in that regard passed special resolution vide Postal Ballot Notice dated 7th October, 2017 under section 180 (1)(a) of the Companies Act, 2013. The above referred special resolutions are in full force and effect and a copies of the aforesaid special resolutions have been provided to Debenture Trustee.
3. By a Debenture Trustee Agreement dated May 24, 2019 and amended on 20.08.2019, a Debenture Trust Deed 22.04.2020 executed between the Company and SBICAP Trustee Company Limited (the "**Trustee**"), read with a Consent Letter dated May 16, 2019 bearing reference no. 0035/2019-2020/CL-2518 the Trustee has agreed to act as Debenture Trustee for and on behalf of the Bondholders and to hold all security created in its favour for and on behalf of and for the benefit of the Bondholders.
4. I say that the Company has clear and marketable title and is seized and possessed of or otherwise well and sufficiently entitled to the lands and other immovable property together with all buildings, structures and appurtenances thereon and all furniture/fixtures and plant and machinery thereon attached to the earth or permanently fastened to anything attached to the earth, both present and future more particularly described in the **Second Schedule** (the "**Mortgaged Property**"), through the original title deeds, evidences, other deeds and writings representing title of the Company to the Mortgaged Property (the "**Documents of Title**") specified in the **First Schedule**. The Mortgaged Property is in the exclusive and undisturbed ownership possession and occupation of the Company, no other person or persons has/have any right, title or interest of any nature whatsoever in the Mortgaged Property and that the Company has good right, full power and absolute authority to mortgage the said property by re-deposit of title deeds by constructive delivery and to transfer the interest in the Mortgage property by re-deposit of title deeds by constructive delivery as more fully contained in the Supplemental Memorandum of re-deposit of title deeds dated 22.04.2020. There are no other documents of title in respect of the Mortgaged Property in the possession, power, custody or control of the Company.




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5. I say that the Mortgage Property at present is not mortgaged or charged to anyone save and except the charge created on the Secured Property in favour of SBICAP Trustee Company Limited (Debenture Trustee) vide Memorandum Of Deposit Of Title Deeds dated August 21, 2019
6. I say that the Company has, at its meeting of the Resource Mobilization Sub Committee held on 27th July, 2019, authorized to offer present and future assets of TPS II Expansion in favour of Trustee to secure the Bond. The said resolutions are in full force and effect and has not been rescinded, superseded or modified in any manner whatsoever. A certified true copy of the said resolution has been furnished to the Debenture Trustee acting as a Trustee for and on behalf of and for the benefit of the Bondholders.
7. It is now intended to extend the first charge by way of equitable mortgage by way of re-deposit of the Documents of Title by constructive delivery, together with all interest, remuneration of the Trustee and all fees, costs, charges and expenses and other monies payable by the Company in respect of the obligations of the Company in respect of the Bonds and in connection with the protection and preservation of the said Mortgaged Property and the enforcement and realization of the security created there over so that the security created shall remain as continuing security until all amounts payable by the Company pursuant to NLCIL Bonds 2019 - Series I and 2020 Series -I are paid in full and that such security shall be for discharge of such indebtedness now held or hereafter held by the Debenture Trustee for the Bondholders, it being clarified that the claims of the Bondholders shall be superior to the claims of any unsecured creditors of the Company and, subject to applicable statutory and/or regulatory requirements.
8. I state that as an authorized representative of the Company/Mortgagor on 22.04.2020, I attended the office of Debenture Trustee (Trustee) at State bank of India Building (Overseas Branch) 1st floor, 86 Rajaji Salai, Parry's Corner, Chennai 600001 and gave oral assent to the Debenture Trustee acting for and on behalf of and for the benefit of Bondholders, to continue to hold and retain the said title deeds with an intent to create/extend first pari-passu charge over the Mortgage Property with SBICAP Trustee Company Limited (Debenture Trustee for Existing Bond holders for NLCIL Bonds 2019 Series -I to the extent of Rs.1475 Cr only) to an additional extent of Rs.525 Crores only (Rupees Five hundred and twenty five crores only) in favour of the Debenture Trustee acting for and on behalf of and for the benefit of Bondholders to secure the bonds on the terms and conditions as set out in the Information Memorandum, Debenture Trustee Agreement and Debenture Trust Deed.
9. I state that the documents of the title already deposited with the Debenture Trustee are the only documents of title in possession of the Company and I undertake that any additional documents, evidences, and writings relating to the Mortgaged Property which may, from time to time, be received by or be in the control, power or possession of the Company or any agent or nominee of the Company will be delivered to, and deposited with the Debenture Trustee.


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10.1, on behalf of the Company, hereby say, represent and warrant that:

- (i) the Company is absolutely seized and possessed of and otherwise well and sufficiently entitled to the freehold rights in the Mortgaged Property and that the Mortgager has marketable title thereto and has not received any adverse claim in respect of the Mortgaged Properties or any part thereof;
- (ii) the Company is fully entitled and competent to sell, transfer, mortgage, and convey the Mortgaged Properties;
- (iii) the Mortgaged Property is free from all encumbrance, charges, demands and liens, whatsoever save and except the charge created on the Secured Property in favour of SBICAP Trustee Company Limited (Debenture Trustee) vide Memorandum Of Deposit Of Title Deeds dated August 21, 2019 and no claims, actions, suit, mortgage, charge, lien, lispendens, attachment or other process issued by any Court or other authority or other encumbrance or attachment on the Mortgaged Property as primary and collateral security by way of mortgage by deposit of title deeds or any part of parts thereof in favour of any Government or the Income Tax Department or any other Government Department, or any person, firm or company body corporate or society or entity whatsoever and the Company at the time of deposit of title deeds pertaining to the Mortgaged Properties are pending against the Mortgaged Properties which would affect and, or, obstruct the ownership, use and occupation by the Company of the Mortgaged Properties or for creation of security as per the Information Memorandum dated 23.01.2020 and the Debenture Trust Deed.
- (iv) the Mortgaged Properties is not affected by any notice of acquisition or requisition;
- (v) the Company is not a party to any litigation or suit, action, proceeding before any Court, authority, tribunal, arbitrator, claims or demands whatsoever pending or levied or initiated with respect to the Mortgaged Property or any part thereof and has no reasonable suspicion of any event or circumstances likely to give rise to, or result in such litigation or proceedings with respect to the Mortgaged Property or any part thereof, and no recovery proceedings are pending against the Company under the Income Tax Act, 1961 or Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Mortgager under Rule 2, 16, 21 and 51 of the Second Schedule to the Income tax Act, or under any other law in force in India for the time being and no notice of acquisition or requisition has been received by the Company in respect of the Mortgaged Property or any part thereof other than as disclosed in Third Schedule
- (vi) the Company is in compliance with the provisions of all the Applicable Law in relation to the Mortgaged Property and no action (governmental, judicial, administrative or otherwise), dispute, suit or proceeding pertaining to the compliance with the Applicable Law in relation to the Mortgaged Property, is threatened or anticipated; other than as disclosed in Third Schedule




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- (vii) neither the Company nor any Person on its behalf has committed or omitted any act, deed, matter or thing whereby its right to peaceful use, occupation, ownership and enjoyment of the Mortgaged Property and other rights and benefits in respect thereof may become or be prejudicially affected or encumbered in any manner or whereby its right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of any competent court or otherwise;
- (viii) the Company has not at any time entered into any agreement or arrangement, oral or written, or otherwise entered into or concluded any negotiations whatsoever for the development, redevelopment, sale, lease, mortgage, exchange or any other mode of transfer or otherwise with regard to the Mortgaged Property or any part thereof which is valid, enforceable or subsisting or accepted any token or earnest money or deposit from any person or party in respect of the Mortgaged Properties.
- (ix) there is no right of way, easement or quasi-easement or any burdensome or restrictive covenant or condition or any other covenant or condition adversely affecting the Mortgaged Properties and no Person has claimed any such right relating to or against the Mortgaged Property;
- (x) there is no injunction or any other order from any court, collector, revenue authority, municipal corporation, municipal council, village panchayat or any Governmental Authority or body for any taxation or other dues disentitling or restraining the Company from dealing with the Mortgaged Properties;
- (xi) all applicable taxes, rates, rents, assessments, charges and revenues due and payable in respect of the Mortgaged Property have been paid, and there are no arrears in respect thereof;
- (xii) there is no other impediment or hindrance in law or otherwise or any other act, deed, matter or thing or circumstance of which I am aware, which prevents the Company from creation of mortgage in respect of the Mortgaged Property in favour of the Trustee for the Bondholders.
- (xiii) the Company has obtained the requisite consents/approvals (wherever applicable) to mortgage and charge its interests in respect of the Mortgaged Property in favour of the Debenture Trustee; and
11. I, on behalf of the company, say, represent and warrant that:
- (i) the Company has duly paid full consideration, all rents, royalties and dues in respect of the Mortgaged Properties, all public demands and all other taxes and revenues payable to the Governmental Authority and that at present there are no pending cases against the Company for such dues, rents, royalties, taxes or revenues and that no attachment or warrants have been served on the Company in respect of sales tax, income tax, Government revenues and other taxes or dues;




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12. I also agree and undertake on behalf of the Company to promptly perfect the title in respect of the Mortgaged Properties, make appropriate regulatory filings including but not limited to the filings required to be made with the Registrar of Companies, comply with such declarations, and provide such undertakings, requisitions and other writings as may be required by the Debenture Trustee and/or its advocates and solicitors and to comply, to the satisfaction of the Debenture Trustee, with all other requirements and requisitions submitted by or on behalf of any of the foregoing persons in connection with the transactions contemplated by the Information Memorandum and the Debenture Trust Deed.

13. I, on behalf of the Company, hereby agree and undertake that the Company shall continue to:

- (i) pay all rents, rates, taxes, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the Mortgaged Properties and observe and perform all terms, conditions, covenants and the rules and regulations pertaining to the Mortgaged Properties and will not do or omit to do or suffer anything to be done whereby the Mortgage being created in favour of the Debenture Trustee will be affected or prejudiced in any manner whatsoever;
- (ii) obtain requisite insurance policies in respect of the Mortgaged Property (as customarily required to be procured in relation to such property) and ensure that such policies remain valid and in full force and effect till the due discharge of all obligations of the Company in full;
- (iii) assure the title to the Mortgaged Property and comply with all requisitions that may be made from time to time by or on behalf of the Debenture Trustee;
- (iv) so long as the Debenture Outstandings or any part thereof remains unpaid, the Company shall not deal with or dispose of any interest in the Mortgaged Property or any part thereof and/or create any encumbrance thereon, without the prior written consent of the Debenture Trustee;
- (v) all stamp duty and any other charges, if any, to be paid on the Memorandum as also all incidental cost and expenses thereof will be borne by the Company. The Company shall be liable to forthwith make payment of any penalty, charges or costs in relation to the stamping and registration of the Memorandum in accordance with Applicable Law, from time to time to the Debenture Trustee towards the execution of transaction documents. The Company hereby agrees and covenants that if any penalty or legal costs or any other charges are paid / payable by the Mortgagee (without being obligated to) for the stamping and registration of the Memorandum or any supplement or addition thereto or any other additional security documents by the Mortgagee, the Company shall reimburse the Debenture Trustee / pay such necessary sums to the Debenture Trustee as the Debenture Trustee may direct, and if the Company has not reimbursed / paid to the Mortgagee such amounts or sums, within 2 (Two) days from any demand made by the Debenture Trustee, the Company shall pay to the Debenture Trustee the amount thereof with Default Interest, from the date of payment by the Debenture Trustee until the date of repayment by the Company.




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14. The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 are not applicable to the Mortgaged Property.
15. I, on behalf of the Company, declare that the Company has undertaken and covenanted to bear and discharge all stamp duty and registration fees, if payable, at any time in connection with the Mortgage created in respect of the Mortgaged Properties.
16. I am not aware of any act, deed, matter or thing or circumstance, which prevents the Company from mortgaging or charging the Mortgaged Properties in favour of the Debenture Trustee.
17. I also undertake, on behalf of the Company that any breach of the declaration and undertaking contained herein shall amount to an Event of Default under the Debenture Trust Deed and the Debenture Trustee shall be entitled to take such action against the Company as they may deem fit and proper.
18. Unless otherwise defined, capitalised terms used herein but not defined herein shall have the meaning ascribed to such term under the Debenture Trust Deed.

AND I make the aforesaid declaration, for and on behalf of the Company, solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof the Debenture Holders have subscribed to the Bonds on the strength of the Mortgage created / to be created in respect of the Mortgaged Property in favour of the Debenture Trustee, by way of constructive delivery.

Solemnly affirmed at CHENNAI, on this 22nd day of ^{April} 2020.

Declarant

Before Me


PONUGUMATRA RAVI KUMAR
DGM(Finance)-Treasury
F & AB/Corporate Office
NLC India Ltd., Neyveli-1

Notary


22.4.2020

V.K. SATHYANUMAR, B.A.B.L.
ADVOCATE & NOTARY PUBLIC
Res : No. 22, Kumar High Road,
St. Luke's Church Road,
Chennai-600 011. Ph: 2611 74 13088



FIRST SCHEDULE
(LIST OF TITLE DEEDS)

Sr. No.	Date	Nature of Documents	Original/ certified copy
1.	22.09.1979.	Award Copy for Award No.3/1979	Certified by the Tahsildar
2.	20.11.1987.	Award Copy for Award No.12/1987	Certified by the Tahsildar
3.	03.06.1983.	Award Copy for Award No.8/1983	Certified by the Tahsildar
4.	13.05.1983	Award Copy for Award No.7/1983	Certified by the Tahsildar
5.	30.04.1983.	Award Copy for Award No.6/1983	Certified by the Tahsildar
6.	17.01.1983.	Award Copy for Award No.1/1983	Certified by the Tahsildar
7.	26.03.1983.	Award Copy for Award No.3/1983	Certified by the Tahsildar
8.	21.04.1983.	Award Copy for Award No.5/1983	Certified by the Tahsildar
9.	24.01.1986.	GO No.77	Certified by the Tahsildar
10.	14.08.1979.	Award Copy for Award No.2/1979	Certified by the Tahsildar
11.	30.11.1979.	Award Copy for Award No.12/1979	Certified by the Tahsildar
12.	06.11.1979.	Award Copy for Award No.11/1979	Certified by the Tahsildar
13.	21.01.1981.	GO No.129	Certified by the Tahsildar
14.	14.03.1983.	Award Copy for Award No.2/1983	Certified by the Tahsildar
15.	29.10.1979.	Award Copy for Award No.10/1979	Certified by the Tahsildar
16.	29.10.1979.	Award Copy for Award No.9/1979	Certified by the Tahsildar
17.	05.09.1979.	Award Copy for Award No.3/1979	Certified by the Tahsildar
18.	24.07.1984.	Award Copy for Award No.10/1984	Certified by the Tahsildar
19.	29.08.1979.	Award Copy for Award No.1/1979	Certified by the Tahsildar
20.	14.05.1979.	Award Copy for Award No.4/1979	Certified by the Tahsildar
21.		'A' Register	Certified by the Tahsildar
22.	31.10.1983.	Award Copy for Award No.10/1983	Certified by the Tahsildar
23.	14.06.1985.	GO No.884	Certified by the Tahsildar
24.	07.11.1988.	Award Copy for Award No.21/1988	Certified by the




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25.	31.03.1989.	Award Copy for Award No.40/1989	Tahsildar Certified by the Tahsildar
26.	22.11.1988.	Award Copy for Award No.29/1988	Certified by the Tahsildar
27.	24.10.1988.	Award Copy for Award No.17/1988	Certified by the Tahsildar
28.	12.02.1983.	Award Copy for Award No.1/1983	Certified by the Tahsildar
29.	30.04.1983.	Award Copy for Award No.4/1983	Certified by the Tahsildar
30.	07.05.1983.	Award Copy for Award No.5/1983	Certified by the Tahsildar
31.	15.06.1988.	Award Copy for Award No.1/1988	Certified by the Tahsildar
32.	21.07.1997.	GO 677/1997	Certified by the Tahsildar
33.	24.06.1988.	Award Copy for Award No.3/1988	Certified by the Tahsildar
34.	12.07.1988.	Award Copy for Award No.7/1988	Certified by the Tahsildar
35.	06.05.1980.	GO No.2763	Certified by the Tahsildar
36.	06.12.1980.	GO No.2712	Certified by the Tahsildar
37.	29.08.1979.	Award Copy for Award No.2/1979	Certified by the Tahsildar
38.	29.09.1979.	Award Copy for Award No.5/1979	Certified by the Tahsildar
39.	15.02.1999.	GO No.73	Certified by the Tahsildar
40.	04.10.2013.	GO No.389	Certified by the Tahsildar
41.	28.07.2017.	GO No.242	Certified by the Tahsildar
42.	24.07.2019.	10(1) Chitta for Patta No.132 for Kunankurichi Village	Online copy
43.	24.07.2019.	10(1) Chitta for Patta No.578 for Ammeri Village	Online copy
44.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Kunankurichi Village	Online copy
45.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Kunankurichi Village	Online copy
46.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Kunankurichi Village	Online copy
47.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Kunankurichi Village	Online copy
48.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Ammeri Village	Online copy



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 DGM(Finance)-Treasurer
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49.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Arasakuzhi and Ammeri Villages	Online copy
50.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Ammeri Village	Online copy
51.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Umangalam Village	Online copy
52.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Uthangal Village	Online copy
53.	19.07.2019.	E.C. from 01.01.1987 to 18.07.2019. for Muthanal Village	Online copy


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THE SECOND SCHEDULE

(Description of Mortgaged Property)

All pieces and parcels of the land pertaining to the TPS II Expansion (2X250MW), Neyveli, Tamil Nadu India, in respect of which, clear, exclusive and valid legal and beneficial interest and unfettered possession is held by the Company, together with all buildings, structures, erections etc. constructed and to be constructed thereon, both present and future, and the plant and machinery and other equipments installed or erected, brought /to be brought into, installed/to be installed on the said land of the Company

SCHEDULE OF THE PROPERTY /IES

AMMERI VILLAGE, NEYVELI

Sl.No.	R.S. No.	Extent (Inhectrs.)
1.	203	0.6700
2.	228	0.3500
3.	240	0.0100
4.	246/5,2	0.6000
5.	247	0.4150
6.	248	5.4550
7.	264	0.5000
8.	282	1.8300
9.	322	0.9150
10.	323	0.2600
11.	324	0.3700
12.	325	1.2850
13.	326	0.2250
14.	327	0.2200
15.	328/1,4	2.1550
16.	329	0.4150
17.	330	1.2050
18.	331/1,2	1.6300
19.	332	3.2050
20.	333	0.2300
21.	334	0.6900
22.	335	0.6750




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