



महाराष्ट्र MAHARASHTRA

2023

CM 700572

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
- 7 MAY 2024
सक्षम अधिकारी

श्रीमती लता सांगळे

INITIAL DEBENTURE TRUSTEE AGREEMENT

This **Initial Debenture Trustee Agreement** ("Agreement") made on this 14th day of May Two Thousand and Twenty Four between:-

NABARD a statutory corporation established under an Act of Parliament i.e. National Bank For Agriculture And Rural Development Act, 1981 (61 of 1981) and having its head office at C-24, G-Block, Bandra Kurla Complex, Bandra (East) Mumbai (hereinafter called the "**Issuer**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.

AND

AXIS TRUSTEE SERVICES LIMITED, a company within the meaning of the Companies Act, 2013 (1 of 2013) and having its Registered Office at Axis House, Bombay Dyeing



451

1 4 MAY 2024

जोड़पत्र-२/Annexure-1

१ मुद्रांक विक्री नोंदवही अनु. क्र.-/दिनांक **Agreement**

२ दस्तावा प्रकार _____

३ दस्त नोंदणी करणार आहेत का ? _____

४ मिळकतीचे थोडक्यात वर्णन- _____

५, मुद्रांक विक्रीत सेवान्याचे नोंद व सही _____

६. हस्ते असल्यास त्याचे नाव, पत्ता व सही _____

७. दुसऱ्या पक्षाचा नाव _____

८ मुद्रांक शुल्क रक्कम _____

९. परवानावारक मुद्रांक विक्रीत सही व परवाना क्रमांक _____

तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता _____

परवाना क्रमांक ००००१६

मुद्रांक विक्रीचे ठिकाण/पत्ता: बॉम्बे बँक असोसिएशन

भास्कर विल्डींग, २१ वाक, लॉन्ग चेंबर, बॉम्बे मेट्रोपोलिटन

मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, कोरे पूर्व, मुं.-४०००५१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच

कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे

बनकारक आहे

NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
Plot No. C-24, G-Block,
Bandra-Kurla Complex,
Post Box.No. 8121,
Bandra (E), Mumbai - 400 051.

ANIS Poulke Soni

UP

श्री. राजेश गोपाळ नाईक
Rajwail

Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400 025 and Corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar west, Mumbai – 400 028 in the State of Maharashtra, India (hereinafter called the “Trustees/Debenture Trustee” which expression shall include its successors and assigns and the Trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

The Issuer and the Debenture Trustee are hereinafter individually referred to as a “Party” and collectively as “Parties”.

WHEREAS:

- A. With a view to raising debt and for the purpose of disbursement requirements, the Issuer proposes to issue rated, listed, unsecured, redeemable non-convertible debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of Rs. 10,00,00,00,00,000/- (Rupees One Lakh Crore only) (hereinafter referred to as the “Debentures”) on private placement basis in accordance with the regulations applicable to issue of debentures notified by Securities Exchange Board of India (SEBI), from time to time.
- B. The Issuer has vide the resolution of the board of directors passed at its meeting held on 19 March 2024, authorised the issuance of the Debentures. Accordingly, the Issuer *pursuant* to aforesaid resolution proposes to allot the Debentures for cash at par on private placement basis in terms of the prospectus/ information memorandum / disclosure document as and when published.
- C. Pursuant to the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time (“SEBI Debenture Regulations”) the Issuer is required to appoint a Debenture Trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the SEBI Debenture Regulations. Accordingly, the Issuer has approached Axis Trustee Services Limited to act as the Debenture Trustee for the Debenture holders and Axis Trustee Services Limited have consented to act as Debenture Trustee for the benefit of the Debenture holders of the proposed issue of the Debentures vide their letter dated 03rd May, 2024 bearing reference number ATSL/CO/24-25/992 .
- D. Accordingly, the Issuer and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Issuer hereby appoints Axis Trustee Services Limited as the Debenture Trustee for the Debenture holders of all the series of the Debentures aggregating to Rs. 10,00,00,00,00,000/- (Rupees One Lakh Crore only) to be issued by the Issuer from time to time and Axis Trustee Services Limited hereby agrees to act as Debenture Trustee for the Debenture holders. The Debenture Trustee and the Issuer shall on or around the date hereof and in any event prior to filing of the application for listing of the Debentures in accordance with the extant Debt



Listing Regulations, also enter into a debenture trust deed (hereinafter referred to as the “**Debenture Trust Deed**”) and such other documents as may be required from time to time in relation to the Debentures.

2. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue ; and Part B containing details specific to the particular debt issue.
3. The Issuer shall comply with the provisions of SEBI Debenture Trustee Regulations, Debt Listing Regulations, debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time) and other applicable provisions under applicable laws, regulations and guidelines (“**Relevant Laws**”) in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures. Further the Issuer undertakes to comply with all regulations/provisions and guidelines of other regulatory authorities in respect of allotment of debentures till redemption of such Debentures¹.
4. **Documents required to be submitted prior to or simultaneously with execution of this Agreement [If applicable]:**

If Applicable under Applicable Laws, the terms of this Agreement shall be effective only upon the submission by the Issuer of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the contractual comforts, if any, for the Debentures, to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Issuer shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as set out in Annexure(s) hereto, as applicable.

5. **Terms of carrying out due diligence [If Applicable]:**

If due diligence as per Applicable Laws is applicable to this issue then the below provisions shall apply:

- (a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify valuation of the assets and whether all permissions or consents (if any) as may be required as stipulated in the Disclosure Documents and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer’s assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.

- (b) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations and disclosures



as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws.

- (c) The Debenture Trustee shall have the power to independently appoint or appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be borne as per the terms of the letter dated _____ bearing reference number _____

6. The Issuer undertakes to promptly furnish all and any information as may be required by the Debenture Trustee in terms of the Act and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:

- (a) Disclosure Documents in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
- (b) The necessary corporate authorisations by way of board resolution necessary for the issue, and allotment;
- (c) Agreement with the registrar to issue;
- (d) Letters from credit rating agencies about ratings;
- (e) Depository details;
- (f) Proof of credit of the Debenture in favour of the Debenture holders/dispatch of Debenture certificates to the Debenture holder within 30 days of registration of charge with the registrar of companies (in case where the allotment letter has been issued and debenture certificate is to be issued after registration of charge)²;
- (g) Letters from the bankers to the issue with whom the issue proceeds are deposited³;
- (h) Bank Account details of the Issuer along with copy of pre-authorisation letter issued by Issuer to the banker in relation to the payment of redemption amount;
- (i) Executed Debenture Trustee Agreement;
- (j) Debenture Trust Deed;
- (k) Acknowledgement of filing Disclosure Documents with the Stock Exchange;
- (l) Listing & trading permission from the Stock Exchange;
- (m) Approval for listing of the Debentures from the stock exchange;
- (n) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (o) Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the debenture trust deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (p) Statutory auditor's certificate for utilization of funds/issue proceeds;
- (q) Beneficiary position reports as provided by the registrar and transfer agent;

² As per the SEBI Amendment DT Reg. 2017

³ Applicable only for public issue



- (r) Statutory auditor certificate, on a half yearly basis on compliance with the covenants of the offer document/ information memorandum;⁴
- (s) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (t) Information to enable the Debenture Trustee to ensure the implementation of the conditions regarding debenture redemption reserve and recovery expense fund;⁵
- (u) Details of the recovery expenses fund to be created by the Issuer in the manner as may be specified by the SEBI from time to time alongwith duly acknowledged letter / confirmation from stock exchange on the amount of such fund maintained and the mode of maintenance.
- (v) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debenture Regulations, Debt Listing Regulation, debt listing agreement or the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time);
- (w) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (x) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee.

7. Information Accuracy and Storage

- (a) The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) The Issuer confirms that all the requisite disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures and that such disclosures are true and correct;
- (c) The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them for discharge of their obligations in relation to the Debentures; and
- (d) The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture holders (in accordance with the Applicable Law) information including the credit history and the conduct of the account(s) of the Issuer as well as all details in relation to the assets of the Issuer and all third party security providers, guarantors and other undertaking providers, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Issuer agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.



⁴ As per the SEBI Amendment DT Reg. 2020 (Regulation 15 (1) (t) and Reg. 56(1)(d) of LODR)

⁵ As per the SEBI Amendment DT Reg. 2020 (Regulation 15 (1) (h) and 15(1) (t))



promoter or whole-time director of another company which is a wilful defaulter;

- iv. none of its promoters or directors is a fugitive economic offender; or
- v. no fine or penalties levied by the SEBI /stock exchanges is pending to be paid by the Issuer at the time of filing the offer document/placement memorandum.

Provided that the:

(a) restrictions mentioned at Clause 7 (e) (i) and (iii) above shall not be applicable in case of a person who was appointed as a director only by virtue of nomination by a debenture trustee in other company.

(b) restrictions mentioned in Clause 7 (e) (i) above shall not be applicable if the period of debarment is over as on date of filing of the draft offer document/placement memorandum with SEBI.

10. **Indemnity, Stamp Duty, Remuneration and Expenses**

The Debenture Trustee has agreed to undertake its obligation as the debenture trustee relying solely on the accuracy of the information and documents as provided by the Issuer. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Issuer ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, or any of its respective directors, officers, employees, attorneys, associates, affiliates, experts or agents (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "**Losses**") arising in connection with or as a result of:

- (a) Any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;
- (b) Any incorrect or inaccurate or misleading information disclosed by the Issuer pursuant to this Agreement;
- (c) Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.

11. The Issuer hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the transaction documents including the instrument of Debentures shall be solely borne by the Issuer.



8. Other Terms and Conditions

- (a) The Trustee, *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.
- (b) The Issuer confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.
- (c) The Issuer shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Issuer proposes to make the payment of redemption amount due and interest amount due to the Debenture holder. Further, the Issuer hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment and interest payment related information from such bank.

9. The Issuer further agrees, undertakes, confirms that:

- (a) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in offer document or private placement memorandum/ information memorandum;
The Terms and conditions of this Agreement including fees charged by the Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the offer document or private placement memorandum/ information memorandum /placement memorandum.
- (b) The Issuer hereby declares and confirms that the Issuer, any person in control of the Issuer and its promoter have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
- (c) The Issuer agrees and confirms that the purpose of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management as the Issuer.
- (d) The Issuer confirms that the Issuer is duly authorised to enter into this Agreement and each of the other transaction documents pertaining to the issue of the Debentures. The Issuer is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Issuer.
- (e) The Issuer hereby further confirms that:
 - i. any of the promoters or directors of the Issuer is not a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by SEBI;
 - ii. the issuer or any of its promoters or directors is not a wilful defaulter;
 - iii. none of the promoters or whole-time directors of the issuer is a



12. The Issuer shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed in relation to the Debentures and such any other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred in case of default. The remuneration of the Debenture Trustee shall be as per the letter No. NB.FD./35A/Bond Trustee/2024-25 dated 03rd May 2024 as may be amended/modified from time to time. Arrears of installments of annual service charges, if any, shall carry interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time.
13. The Issuer shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Issuer shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all expenses and out-of-pocket costs incurred by the Debenture Trustee (including without limitation) expenses incurred as per fee letter dated 12th April 2023 bearing reference number NB.FD./35A/Bond Trustee/2024-25 and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the transaction documents or any related documentation requested by the Debenture. The Issuer shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.
14. Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
15. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
16. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully redeemed and paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
17. Governing Law & Jurisdiction

(a) This Agreement shall be governed by and shall be construed in accordance with the existing laws of India.



(b) Any disputes, differences between the Issuer and the Debenture Trustee (acting for itself and in its individual capacity) and arising out of or in connection with the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be settled through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("SEBI ADR Procedures"), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue.

(c) ADR Procedures"), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue.

(d) ispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue.

Save and except for the disputes, differences between the Issuer and the Debenture Trustee arising out of or in connection with the activities of the Debenture Trustee in the securities market as provided in Clause 17 (b) above, the courts and tribunals of [] shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Transaction Documents (including a dispute regarding the existence, validity or termination of this Agreement) and the Debentures, and that accordingly any suit, action or proceedings arising out of or in connection with the Transaction Documents and/or the Debentures may be brought in such courts and tribunals.

(e) The Parties further agree that, nothing contained in this Clause 17 shall limit any right of the Debenture Trustee to bring in any action against the Issuer in any other court or tribunal of competent jurisdiction nor shall the taking of such action in one or more jurisdictions preclude the taking of such action in any other jurisdiction whether concurrently or not and the Issuer irrevocable submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal.

IN WITNESS WHEREOF the Common Seal of the Issuer has been hereunto affixed and the Debenture Trustee has caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

[SIGNED AND DELIVERED⁶ by **NABARD**, pursuant to the resolution of its Board of Directors passed in that behalf on the 19th day of March, 2024, by the hand of Mr. Nilay Vats, Assistant General Manager, an authorized signatory of the Issuer]



SIGNED AND DELIVERED by the withinamed **AXIS TRUSTEE SERVICES LIMITED** in its capacity as Debenture Trustee by the hand of Disha Ramchandani an authorized official of the Axis Trustee Services Limited



⁶ To retained if common seal is not being affixed or the resolution passed has no mention of seal