



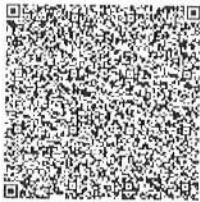
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

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|---------------------------|--|
| Certificate No. | : IN-DL52586413589375T |
| Certificate Issued Date | : 26-Feb-2021 04:33 PM |
| Account Reference | : IMPACC (FR)/ dl916614/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL91661407352753153647T |
| Purchased by | : BANKEY BIHARI INFRAHOMES PRIVATE LIMITED |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : BANKEY BIHARI INFRAHOMES PRIVATE LIMITED |
| Second Party | : Not Applicable |
| Stamp Duty Paid By | : BANKEY BIHARI INFRAHOMES PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : 300 (Three Hundred only) |



-----Please write or type below this line-----

Rajesh

Rajesh

This stamp paper forms an integral part
of the *Deed* dated *12/03/2021* which is
executed between *Bankey Bihari*
Infrahomes Private Limited



For IDBI TRUSTEESHIP SERVICES LTD.

Aming
AUTHORISED SIGNATORY

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

Rajesh Aggarwal
Rajesh Kumar Aggarwal
IDBI Trusteeship Services Limited

DEBENTURE TRUST DEED

BETWEEN

BANKEY BIHARI INFRAHOMES PRIVATE LIMITED

AS THE COMPANY

AND

MR. RAJEEV AGGARWAL

AS PROMOTER 1

AND

MR. RAKESH KUMAR AGGARWAL

AS PROMOTER 2

AND

IDBI TRUSTEESHIP SERVICES LIMITED

AS THE DEBENTURE TRUSTEE

IN RESPECT OF

ISSUANCE OF

ISSUANCE OF UPTO 66 (SIXTY SIX) SENIOR, FULLY SECURED, REDEEMABLE, TRANSFERABLE, UNLISTED, INTEREST-BEARING NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 50,00,000/- (INDIAN RUPEES FIFTY LAKHS ONLY) EACH, AGGREGATING UPTO INR 33,00,00,000/- (INDIAN RUPEES THIRTY THREE CRORES ONLY).

Rajeev

R. Kumar



DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** (hereinafter referred to as the "**DTD**" or "**Deed**") is made and executed at New Delhi on this 12th day of March, 2021 (hereinafter referred to as the "**Execution Date**"), by and between:

1. **BANKEY BIHARI INFRAHOMES PRIVATE LIMITED**, a company incorporated and registered under the Act, having CIN U70101UP2011PTC120262 and PAN AAECB4712F, and having its registered office at Chamber No. 11, Vindhyachal Apartment Kausambhi Ghaziabad UP 201010 (hereinafter referred to as the "**Company**" or "**Issuer**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

AND

2. The Promoters as stated below:





- i. **MR. RAJEEV AGGARWAL**, son of Kuldeep Raj Aggarwal, resident of No. 54, Sector 8, Raj Nagar, Ghaziabad, Uttar Pradesh 201001, having PAN ABIPA5759P, and Passport number Z2170876, also a Director in the Company, (hereinafter referred to as "**Promoter 1**" which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives, successors and permitted assigns);
- ii. **MR. RAKESH KUMAR AGGARWAL**, son of Kuldeep Raj Aggarwal, resident of No. 54, Sector 8, Raj Nagar, Ghaziabad, Uttar Pradesh 201001 having PAN ABOPA7008D, Aadhaar Number 866279207516 and Passport number T9095908 also a Director in the Company, (hereinafter referred to as "**Promoter 2**", which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives, successors and permitted assigns);

of the **SECOND PART**;

AND




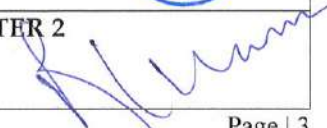
3. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated under the Act, registered under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, having CIN U65991MH2001GOI131154 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400001 and a branch office at 1009, 10th Floor Ansal Bhawan, KG Marg, New Delhi-110001 (hereinafter referred to as the "**Debenture Trustee/Trustee**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the **FOURTH PART**.

Promoter 1 and Promoter 2 are hereinafter individually also referred to as "**Promoter**" and collectively as the "**Promoters**"; The Promoter 1 and Promoter 2 are also the **Personal Guarantors** (as defined below). The **Obligors** (as defined below) and the Debenture Trustee are hereinafter individually also referred to as a "**Party**" and collectively as the "**Parties**".

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|  COMPANY |  DEBENTURE TRUSTEE |
|  PROMOTER 1 |  PROMOTER 2 |

WHEREAS:

- A. The Company has been incorporated under the provisions of the Act and is carrying on the business of development, construction, marketing and sale of real estate. As of the Execution Date, the Promoters and their Affiliates are the sole and absolute legal and beneficial owners of 100% (One Hundred percent) of the issued, subscribed and paid-up equity share capital of the Company. The Promoters are currently the Directors of the Company. The Promoters also have Control of the Company. The details of shareholding and directorship of the Company are provided in **Part A of Schedule 1 (Details of Share Capital of the Company as on Execution Date)** and **Schedule 1B (List of Directors)** respectively;
- B. The Company is the owner of and in possession of the Project Land (*as defined below*) and is presently undertaking the construction and development of the Project (*as defined below*) on the Project Land, pursuant to the Sanctioned Building Plan issued by the local Governmental Authority.
- C. The Company proposes to raise funds for the Purpose (*as defined below*) by way of issuance of the Debentures (*as defined below*) for cash, at par, in dematerialized form on a private placement basis at the Interest rate and other terms as set out in this Deed and other Definitive Agreements including in **Schedule 2 (Terms of Issue)** (hereinafter referred to as the "**Issue**");
- D. The Company, being duly empowered by its Memorandum (*as defined below*) and Articles (*as defined below*) and pursuant to the authority granted by the resolution dated February 12, 2021 of the board of directors of the Company, proposes to issue the Debentures, in terms of the Definitive Agreements (*as defined below*);
- E. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993. The Debenture Trustee and the Company have entered into Debenture Trustee Appointment Agreement (*as defined below*) on or about the Execution Date, whereby the Company has appointed the Debenture Trustee and the Debenture Trustee has agreed to be appointed as debenture trustee for the benefit of the Debenture Holders and for purposes related thereto, including without limitation for holding the Security to be created by the Obligors (*as defined below*) in favour of the Debenture Trustee to secure the payment and other Secured Obligations (*as defined below*) of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holders;
- F. One of the terms of the Debentures is that Secured Obligations will be secured by way of a charge over the Security (*as defined below*) in terms of this Deed;
- G. The Debentures are to be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996, and rules notified by the Central Depository Services (India) Limited ("**CDSL**") and the National Securities Depositories Limited ("**NSDL**") from time to time. Accordingly, the Company has entered into / shall enter into agreements with NSDL and/or CDSL for issuing the Debentures in dematerialised form;
- H. The Obligors have approached the Initial Subscriber to invest in the Debentures and in order to induce the Initial Subscriber to make such an investment, the Obligors have specifically, in addition to other Warranties and covenants as set out herein, undertaken and agreed to the following:

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|  COMPANY | DEBENTURE TRUSTEE  |
| PROMOTER 1  | PROMOTER 2  |

SCHEDULE 2**TERMS OF ISSUE****PART A**

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|---|---|
| Security Name | Debentures proposed to be issued by the Company with the Payment Schedule as provided in Schedule 3 (<i>Payment Schedule</i>), carrying such Interest rate as mentioned herein. |
| Type of Instrument | Senior, fully secured, redeemable, transferable, interest-bearing non-convertible debentures. |
| Number of Instrument | Upto 66 (Sixty Six) in one or more tranches. It is clarified that the Debenture Holders/Initial Subscribers have no obligation whatsoever to subscribe to the entire issuance and they may at their sole discretion subscribe to such quantity of Debentures as they may deem fit. The Tranches of the Debentures unless specified otherwise by the Debenture Trustee shall be in the manner as provided in Schedule 2A |
| Face Value per Debentures | Each Debenture will have a face value of INR 50,00,000 (Indian Rupees Fifty Lakhs only). |
| Issue Price/ price at which the Debentures are being offered including the premium, if any | At par, i.e., INR 50,00,000 (Indian Rupees Fifty lacs only) per Debenture |
| Availability Period | Till 31 March 2022 |
| Issue Size | Rs. 33,00,00,000/- (Rupees Thirty Three Crores only) |
| Processing Fee payable to Kautilya Finance Investment Advisors LLP | One time upfront processing fees on Tranche I, Tranche II and Tranche III of Rs 28,00,0000/- (Rupees Twenty Eight Lakhs only) + GST to be paid at First allotment of Tranche I One time upfront processing fees on Tranche IV of Rs 5,00,000/- + GST payable at the time of first allotment of Tranche IV |
| Monitoring Fee | NIL |
| Interest Rate | For the period commencing from the First Allotment Date till the Final Maturity Date @ 14.2% (fourteen decimal two percent) per annum, accrued, compounded and payable quarterly in terms of the Deed. It is hereby clarified that there is no step down or reduction of Interest rate on Debentures. |
| Principal Moratorium Period | Till 30 th September 2022 |
| Payment Frequency for Interest payment | Quarterly on each Payment Date |
| Payment Frequency for repayment of subscription amount | Quarterly on each Payment Date after expiry of Principal Moratorium Period |
| Final Maturity Date | 31 st March, 2024 |
| Redemption Premium/Discount | None |

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| COMPANY | DEBENTURE TRUSTEE |
| PROMOTER 1 | PROMOTER 2 |





PART B: Terms Applicable for all Debentures

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| Computation of Interest | Actual/Actual basis |
| Issuance mode of the instrument | Demat mode only |
| Depository(ies) | NSDL and CDSL |
| Business Day Convention | <p>During the Principal Moratorium Period, if Payment Date(s) fall on a day not being a Business Day, the payment shall be made on the previous Business Day.</p> <p>After the Principal Moratorium Period expires, if Payment Dates of the Debentures, fall on a day not being a Business Day, the payment shall be made on the next Business Day.</p> <p>However, for the last Payment Date, Business Day convention will be same as that was during the Principal Moratorium Period. The Interest in such case will be paid up to previous day of actual Payment Date.</p> |
| Record Date | 3 (three) days prior to each Payment Date |
| Prepayment | <p>Mandatory prepayment: Company shall mandatorily redeem the Debentures on being called upon to do so on occurrence of any Event of Default (whether acknowledged or not by the Obligors or disputed by the Obligors) in terms of the Deed.</p> <p>Voluntary prepayment shall be permitted as provided in Clause 6.5 of this Deed.</p> |
| Settlement mode of the instrument | RTGS to the Utilization Escrow Account of the Company |
| Tax | Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof. |

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| COMPANY | DEBENTURE TRUSTEE |
| PROMOTER 1 | PROMOTER 2 |

SCHEDULE 2A**PURPOSE**

| S. No. | Particulars | Tranche I [Rs (in Crore)] | Tranche II [Rs (in Crore)] | Tranche III [Rs (in Crore)] | Tranche IV [Rs (in Crore)] |
|--------|---------------------------------------|---------------------------|----------------------------|-----------------------------|----------------------------|
| 1 | Refinancing of the Existing Facility | 13.2 | - | | - |
| 2 | DSRA | 0.21 | 0.02 | 0.09 | 0.06 |
| 3 | Processing Fees | 0.33 | | | 0.06 |
| 4 | Payment for General Corporate Purpose | 4.0 | 2.0 | 2.0 | 5.00 |
| 5 | Project Expenses | | - | 6.0 | - |
| | Total | 17.8 | 2.0 | 8.1 | 5.1 |





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|  COMPANY |  DEBENTURE TRUSTEE |
| PROMOTER 1  | PROMOTER 2  |

SCHEDULE 3**PAYMENT SCHEDULE**

| Payment Date | Allotment Date | Days in Quarter | Principal Bfwd Rs crs | Subscription Amount Rs crs | Interest Due to be paid Rs crs | Principal Due to be paid Rs crs | Amount due to be paid Rs crs | Principal Cfdw Rs crs |
|--------------|----------------|-----------------|-----------------------|----------------------------|--------------------------------|---------------------------------|------------------------------|-----------------------|
| 15-Mar-21 | 15-Mar-21 | - | - | 18.0 | - | - | - | 18.0 |
| 31-Mar-21 | 31-Mar-21 | 16 | 18.0 | 10.0 | 0.1 | - | 0.1 | 28.0 |
| 30-Jun-21 | 30-Jun-21 | 91 | 28.0 | 5.0 | 1.0 | - | 1.0 | 33.0 |
| 30-Sep-21 | 30-Sep-21 | 92 | 33.0 | - | 1.2 | - | 1.2 | 33.0 |
| 31-Dec-21 | 31-Dec-21 | 92 | 33.0 | - | 1.2 | - | 1.2 | 33.0 |
| 31-Mar-22 | 31-Mar-22 | 90 | 33.0 | - | 1.2 | - | 1.2 | 33.0 |
| 30-Jun-22 | 30-Jun-22 | 91 | 33.0 | - | 1.2 | - | 1.2 | 33.0 |
| 30-Sep-22 | 30-Sep-22 | 92 | 33.0 | - | 1.2 | - | 1.2 | 33.0 |
| 31-Dec-22 | 31-Dec-22 | 92 | 33.0 | - | 1.2 | 5.5 | 6.7 | 27.5 |
| 31-Mar-23 | 31-Mar-23 | 90 | 27.5 | - | 1.0 | 5.5 | 6.5 | 22.0 |
| 30-Jun-23 | 30-Jun-23 | 91 | 22.0 | - | 0.8 | 5.5 | 6.3 | 16.5 |
| 30-Sep-23 | 30-Sep-23 | 92 | 16.5 | - | 0.6 | 5.5 | 6.1 | 11.0 |
| 31-Dec-23 | 31-Dec-23 | 92 | 11.0 | - | 0.4 | 5.5 | 5.9 | 5.5 |
| 31-Mar-24 | 31-Mar-24 | 91 | 5.5 | - | 0.2 | 5.5 | 5.7 | - |
| Total | | | | 33 | 11 | 33 | 44 | |

The Payment Schedule provided in this Schedule may be revised by Debenture Holders as intimated by the Debenture Trustee based on the actual Subscription Amounts and Allotment Dates. The Payment Schedule provided herein does not, in any way, obligate the Initial Subscriber to subscribe the Debentures on the specified dates. The subscription of Debentures by Initial Subscriber shall be subject to the terms and conditions as provided in this Deed.

The Interest due to be paid at any Payment Date is dependent on the Subscription Amount and Allotment Date.

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|  COMPANY |  DEBENTURE TRUSTEE |
|  PROMOTER 1 |  PROMOTER 2 |