



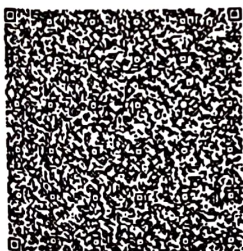
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL99430804282178Q
Certificate Issued Date	: 02-Nov-2018 01:31 PM
Account Reference	: IMPACC (IV)/ dl777403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77740304147510654777Q
Purchased by	: FEEDBACK INFRA PVT LTD
Description of Document	: Article 64 Trust
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FEEDBACK INFRA PVT LTD
Second Party	: VISTRA ITCL INDIA LTD
Stamp Duty Paid By	: FEEDBACK INFRA PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This stamp paper is the integral part of the first amendment deed to the Debenture Trust Deed executed between the parties on 05/11/2018 in connection with issuance of Non-convertible Debentures.



Vaibhav Sharma

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

FIRST AMENDMENT DEED TO THE DEBENTURE TRUST DEED

THIS FIRST AMENDMENT DEED ("AMENDMENT DEED") TO THE DEBENTURE TRUST DEED DATED 15th December, 2017, is made at Delhi on this 02nd day of November 2018, by and amongst:

1. **FEEDBACK INFRA PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at 311, 3rd Floor, Vardhaman Plaza, Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi - 110078 (hereinafter referred to as the "**Issuer**", which expression, shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**; and
2. **VISTRA ITCL (INDIA) LIMITED** (formerly known as **IL&FS Trust Company Limited**), a company within the meaning of the Companies Act, 2013, having its registered office at IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 and a branch office at 805, Kailash Building, 26 K.G. Marg, Connaught Place, New Delhi - 110001 (hereinafter referred to as the "**Debenture Trustee**"; which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Issuer and the Debenture Trustee shall be hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- (A) The Issuer has allotted and issued 300 (Three Hundred) secured listed rated redeemable non-convertible debentures of a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, of the aggregate nominal value of up to Rs. 30,00,00,000/- (Rupees Thirty Crores only) ("**Debentures**"), for cash, at par, on a private placement basis, in one or more series, on the terms and conditions agreed under the debenture trust deed dated 15th December 2017 ("**Debenture Trust Deed**") executed by and between the Issuer and the Debenture Trustee
- (B) In order to rectify certain inadvertent errors in the Debenture Trust Deed, the Parties hereby have mutually agreed to amend, substitute and / or replace some of the terms of the Debenture Trust Deed in the manner and on the terms and conditions set out herein below.

NOW, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. AMENDMENTS TO THE DEBENTURE TRUST DEED

- 1.1. The following definitions in Clause 1.1 (*Definitions*) of the Debenture Trust Deed shall stand amended and substituted in the manner provided hereinafter:

"**DSRA Requirement**" shall mean, on any date, the aggregate amounts required to meet the obligations of the Company towards the payment of the Coupon for the succeeding 2 (Two) quarters, in relation to the Debentures which have been allotted and issued. DSRA to be created within 7 business days from the date



the First Amendment Deed to the Debenture Trust Deed.

"Early Repayment Date" shall refer to any date on which the Debenture Payments (or any part thereof) are payable earlier than the scheduled Due Date, by virtue of: (a) any prepayment pursuant to Clause 9 of Schedule 1 (Financial Conditions) hereto; or (b) upon the repayment being accelerated upon the occurrence of any Event of Default; or (c) upon repayment being accelerated pursuant to Clause 10.13 hereof."

12. The original Clause 8 (Prepayment/ Early Redemption) in the table contained in of Schedule 1 (Financial Conditions) of the Debenture Trust Deed shall be **deleted and be replaced** by the following:

No prepayment shall be allowed except for mandatory redemption provided hereinbelow.

13. Sub Clause (a) & (d) of Clause 8.4 of the Debenture Trust Deed shall stand amended and substituted in the manner provided hereinafter:

- a) : The Company shall at all times until the Final Settlement Date ensure that the debt service coverage ratio ("DSCR") is at least 1.30 (One decimal point Three Zero) and shall ensure that it does not fall below such levels.

The DSCR shall be tested on a semi-annual and annual basis in a Financial Year, based on unaudited annual / unaudited semi-annual financial statements of the Company. Provided, the first testing shall happen on September 30, 2018 and thereafter on the March 31st and September 30th of every year.

- d) Notwithstanding anything else that may be provided in this Deed and / or any other Transaction Document, failure by the Company to rectify such ratio within 90 (Ninety) days shall be a Mandatory Redemption Event.

14. The following Sub Clause (ee) of Clause 8.2 of the Debenture Trust Deed stand **completely deleted**:

Subject to applicable Law, the Debenture Trustee (acting on the instructions of Majority Debenture Holders) reserves the right, in its sole discretion and on such terms as to the Prepayment Penalty, etc., as it may prescribe, to permit prepayment/ acceleration in payment of installments at the request of the Company.

2. EFFECTIVE DATE

This Amendment Deed shall be effective against any Party from and on the date of such Party executing this Amendment Deed.

3. MISCELLANEOUS

- 3.1. The Parties agree that this Amendment Deed shall be a Transaction Document.

- 3.2. The Issuer hereby represents and warrants that:

- 3.2.1. The Issuer has the competence and power to execute this Amendment Deed and all corporate and other actions required for authorizing the execution of this Amendment Deed and the performance of its obligations hereunder have been duly taken;



Varun Sharma



- 3.2.1. The Issuer has the competence and power to execute this Amendment Deed and all corporate and other actions required for authorizing the execution of this Amendment Deed and the performance of its obligations hereunder have been duly taken;
- 3.2.2. This Amendment Deed has been duly and validly executed by the Issuer and this Amendment Deed constitutes legal, valid and binding obligations of the Issuer;
- 3.2.3. The entry into, delivery and performance by the Issuer of, and the transactions contemplated by this Amendment Deed does not and will not conflict: (i) with any Law; (ii) with the constitutional documents of the Issuer; or (iii) with any document which is binding upon the Issuer or on any of its assets; and
- 3.2.4. Each of the Issuer's representations, warranties, covenants and undertakings as stated in the Debenture-Trust Deed are true and accurate as if repeated on the date of execution hereof with respect to the facts and circumstances existing as on date.
- 3.3. Save for the amendments mentioned herein, all the other terms and conditions of the Debenture Trust Deed shall remain unchanged and in full force and effect.
- 3.4. This Amendment Deed shall form an integral part of and shall be read in conjunction with the Debenture Trust Deed and be enforced as if the provisions of this Amendment Deed were incorporated therein by way of addition. To the extent of inconsistency, the terms of this Amendment Deed shall prevail. The Debenture Trust Deed and the other Transaction Documents continue to remain in full force and effect.

