



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL43580070389558S
Certificate Issued Date	: 22-May-2020 04:22 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79120395867612075111S
Purchased by	: MISSION HOLDINGS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MISSION HOLDINGS PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: MISSION HOLDINGS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



.....Please write or type below this line.....

This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee.

Executed by MISSION HOLDINGS PVT. LTD

FEEDBACK INFRA PVT. LTD. AXIS TRUSTEE SERVICES LTD

For Mission 22-05-2020

For Feedback Infra Pvt. Ltd.

For Axis Trustee Services Limited

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.



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सत्यमेव जयते

Certificate No.	: IN-DL43579859926762S
Certificate Issued Date	: 22-May-2020 04:21 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79120395867911683354S
Purchased by	: MISSION HOLDINGS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MISSION HOLDINGS PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: MISSION HOLDINGS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee.

Executed by MISSION HOLDINGS,
FEEDBACK INFRA PVT. LTD.
On 30.05.2020
For MISSION HOLDINGS

For Feedback Infra Pvt. Ltd.

For Axis Trustee Services Limited

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

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सत्यमेव जयते

Certificate No.	: IN-DL43579219129712S
Certificate Issued Date	: 22-May-2020 04:19 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL7912039586885530525S
Purchased by	: MISSION HOLDINGS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MISSION HOLDINGS PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: MISSION HOLDINGS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee.

Executed by MISSION HOLDINGS,
FEEDBACK INFRA ATSL
On 20.05.2020

For Mission Holdings Pvt. Ltd.

[Signature]

Authorized Signatory

For Feedback Infra Pvt. Ltd.

[Signature]

Authorised Signatory

For Axis Trustee Services Limited

[Signature]

Authorized Signatory

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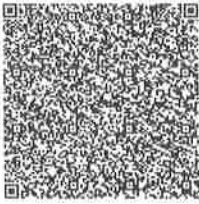
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सत्यमेव जयते

Certificate No.	: IN-DL43594042988226S
Certificate Issued Date	: 22-May-2020 05:06 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79120395865982217038S
Purchased by	: FEEDBACK INFRA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FEEDBACK INFRA PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: FEEDBACK INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee

Executed by FEEDBACK INFRA
MISSION HOLDINGS, ATSL

20.05.2020
For Feedback Infra Pvt. Ltd.
[Signature]

Authorised Signatory

For Mission Holdings Pvt. Ltd.

[Signature]

Authorized Signatory

For Axis Trustee Services Limited

[Signature]

Authorized Signatory

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सत्यमेव जयते

Certificate No.	: IN-DL43594135619843S
Certificate Issued Date	: 22-May-2020 05:07 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL79120395865869233134S
Purchased by	: FEEDBACK INFRA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FEEDBACK INFRA PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: FEEDBACK INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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This Non-Judicial Stamp Paper Forms
an Integral part of the.....

Executed by.....
On.....

[Signature]

[Signature]
For Feedback Infra Pvt. Ltd.
Authorised Signatory

Axis Trustee Services Limited
[Signature]
Authorized Signatory

Statutory Alert:

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सत्यमेव जयते

Certificate No.	: IN-DL43593721969681S
Certificate Issued Date	: 22-May-2020 05:05 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL79120395866693500975S
Purchased by	: FEEDBACK INFRA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FEEDBACK INFRA PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: FEEDBACK INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee

Executed by MISSION INFRA
FEEDBACK INFRA, ATSL
On 30.05.2020

For Axis Trustee Services Limited

Authorized Signatory

For Mission Holdings Pvt. Ltd.

Authorized Signatory

For Feedback Infra Pvt. Ltd.

Authorised Signatory

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Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL43604543978840S
Certificate Issued Date	: 22-May-2020 06:07 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79120395916690450814S
Purchased by	: MISSION HOLDINGS PRIVATE LIMITED
Description of Document	: Article 15 Indemnity Bond
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MISSION HOLDINGS PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: MISSION HOLDINGS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

This Non-Judicial Stamp Paper Forms
an Integral part of the Guarantee.

Executed by FEEDBACK INFRA,...
MISSION INFRA, ATSL
On 30.05.2020

For Feedback Infra Pvt. Ltd.

For Mission Holdings Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Axis Trustee Services Limited

Authorized Signatory

Statutory Alert:

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Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL43604876137761S
Certificate Issued Date	: 22-May-2020 06:10 PM
Account Reference	: IMPACC (IV)/ dl791203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79120395916441999993S
Purchased by	: FEEDBACK INFRA PRIVATE LIMITED
Description of Document	: Article 15 Indemnity Bond
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FEEDBACK INFRA PRIVATE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: FEEDBACK INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

This Non-Judicial Stamp Paper Forms
an Integral part of the *Guarantee*.....

Executed by *MISSION HOLDINGS*,
FEEDBACK INFRA ATSL
On *30.05.2020*.....

For *Mission Holdings Pvt. Ltd.*

[Signature]

Authorized Signatory

For *Feedback Infra Pvt. Ltd.*

[Signature]

Authorised Signatory

For *Axis Trustee Services Limited*

[Signature]

Authorized Signatory

Statutory Alert:

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GUARANTEE

This Deed of Guarantee ("**Guarantee**") executed in Delhi on this 30th day of May, 2020

BY:

1. **Feedback Infra Private Ltd.**, a company incorporated under the Companies Act, 1956 with corporate identity number U74899DL1990PTC040630, and having its registered office at 311, 3rd Floor, Vardhman Plaza Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110 078, (hereinafter referred to as the "**Corporate Guarantor 1** " ", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors in office and permitted assigns).
2. **Mission Holdings Private Limited**, a company incorporated under the Companies Act 1956 with corporate identity number U67120DL1996PTC082287, and having its registered office at 311, 3rd Floor, Vardhman Plaza Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110 078, India, (hereinafter referred to as the "**Corporate Guarantor 2**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors in office and permitted assigns).

(Corporate Guarantor 1 and Corporate Guarantor 2 shall hereinafter be referred to as collectively the "**Guarantors**", which expression shall unless repugnant to the context or meaning to the context or meaning be deemed to include its administrator, successors and permitted assigns)

IN FAVOUR OF

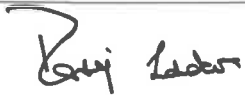
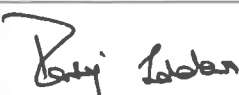

Axis Trustee Services Limited, a Company registered under the Companies Act, 1956 with CIN U74999MH2008PLC182264 and having its Registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400025 (hereinafter referred to as the "**Trustee**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors in office and assigns)

In this Guarantee, the Guarantor and the Trustee shall hereinafter be collectively referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS:

- A. **Feedback Energy Distribution Company Limited**, a Company incorporated under the Companies Act, 1956 with CIN U40300DL2012PLC244113 and having its registered office at 311, 3rd Floor, Vardhman Plaza, Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110078 (the "**Issuer**") has issued/proposes to issue upto 200 (Two Hundred) secured, listed, redeemable Commercial Paper instruments having face value of Rs.5,00,000/- (Rupees Five Lakhs only) each, having the aggregate nominal value of up to Rs.10,00,00,000/- (Rupees Ten Crores only) ("**CPs**").

1

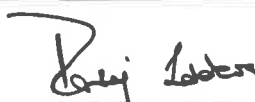


		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



- B. **Axis Trustee Services Limited** has, at the request of the Issuer, agreed to act as the Trustee with respect to the CPs issued / to be issued by the Issuer for the benefit of the investor/ holder of the Commercial Papers ("**Investor**").
- C. The Investor has subscribed / agreed to subscribe to the CPs of the Issuer, inter alia, on the condition, that the redemption of the face value amount of the Commercial Papers be guaranteed by the Guarantors.

1. GUARANTEE

- 1.1 In consideration of the Investor agreeing to subscribe to the CPs, the Guarantor hereby, unconditionally and irrevocably, guarantees to the Trustee (for the benefit of the Investor) the due payment and repayment of all moneys as per the terms of the issuance of the CPs, including all principal, interest, and all costs, fees of the Trustee, penal charges, and expenses due, including early redemption costs, if any, in respect thereof to the Investor (the "**Dues**") and to pay to the Trustee, upon first demand, any sum of the Dues in accordance with the below mentioned guarantee mechanism.
- 1.2 Guarantee Mechanism:
- 1.2.1 In the event that the Issuer being unable to pay any amounts due in respect of the Dues, or any part thereof ("**Amounts Due**") on the relevant date of maturity of the CPs ("**Due Date**"), the Issuer shall inform the Guarantor and the Trustee of the same in writing at least 3 (three) Business Days (Business Day shall mean a day other than a Saturday or Sunday or a public holiday on which banks are open for general business in Delhi) prior to such Due Date.
- 1.2.2 The Issuer shall confirm to the Trustee whether the designated account created/opened, for the purpose of receiving from and paying to the Investor the monies in respect of the Commercial Papers, with the Issuing and Paying Agent, i.e. HDFC Bank Ltd. ("**CP Fund Account**") has been funded with the Amounts Due along with the statement of account to the Issuing and Paying Agent ("**IPA**") and the Trustee, 1 (one) Business Days prior to the Due Date by 4 PM (Indian Standard Time). The Guarantor shall monitor the Designated Account and shall ensure compliance of this covenant by the Issuer.
- 1.2.3 In case the CP Fund Account is not funded with the Amounts Due in designated account created/opened, for the purpose of receiving from and paying to the Investor the monies in respect of the Commercial Papers, with the Issuing and Paying Agent, i.e. HDFC Bank Ltd. ("**IPA**") ("**CP Fund Account**") with the Redemption Amount payable on the Redemption Date on or before 12.00 noon resulting in occurrence of a funding shortfall and upon the prior written notice of Issuing and Paying Agent (IPA), the Trustee shall forthwith invoke the Guarantee for the defaulted Redemption Amount payable on the Redemption Date, by calling upon the Guarantor to make payments of said Redemption Amount by issue of a demand notice.

		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)






The Guarantor shall be obligated to and shall fund the CP Funds Account with full Redemption Amount unconditionally on the same day of receiving the demand notice so that the IPA can pay the full Redemption Amount on the Redemption Date to the holders of the Commercial Papers.

- 1.3 Any demand made by the Trustee (after receiving default confirmation from IPA) to the Guarantors shall, in the absence of manifest error, be conclusive and binding evidence of the Guarantor's liability hereunder and the extent of the Guarantor's liability therein is, in the absence of manifest error, the amount shown in the Demand Letter, notwithstanding any difference or any dispute between the Trustee and the Issuer or any legal proceedings, pending before any court, tribunal, arbitrator or any other authority.
- 1.4 This Guarantee would terminate once the Issuer repays the Amounts Due.

2. ABSOLUTE OBLIGATION

- 2.1 It shall not be necessary for the Trustee to first seek or exhaust any other remedy against the Issuer, or to first foreclose, exhaust or otherwise proceed against any collateral or security which may be given in connection with the Dues. Any realizations upon invocation of the Guarantee shall only be used for the purposes of payment of the Dues or part thereof for which the Guarantee has been invoked.
- 2.2 No delay or failure by the Trustee to exercise any right or remedy against, or to require performance by, the Guarantors, the Issuer or any third party shall be construed as a waiver of that right, remedy or requirement and all such powers of the Trustee shall remain in full force and effect, until specifically waived or released by an instrument in writing executed by the Trustee.
- 2.3 The obligations of the Guarantors under this Guarantee shall not be affected by any act or omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Guarantee, including:
- the absence or deficiency of powers on the part of the Guarantors to give guarantees and/or indemnities or any irregularity in the exercise of such powers;
 - the taking, variation, compromise, exchange, renewal or release of or refusal or neglect to perfect, take up or enforce any right against or security over assets of, any person;

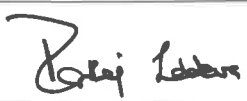


		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



- c. any amendment, variation or waiver, of or to any of the terms of the CPs or a roll-over of the CPs, if permissible by the applicable laws, or any other document or security pursuant thereto;
- d. any grant of time, waiver or consent granted to, or in composition with, the Issuer;
- e. any dispute or disagreement whatsoever under or in relation to the CPs whether between the IPA, Trustee and Issuer or any other person;
- f. non-payment of any agreed dues (including Guarantee Commission, if any) by the Issuer to the Guarantors;
- g. the release of the Issuer under the terms of any composition or arrangement;
- h. any change in the constitution, ownership or corporate existence of the Guarantor and/or the Company or any absorption, merger or amalgamation of the Guarantor and/or the Company with any other company, corporation or concern;
- i. any unenforceability, illegality or invalidity of any obligation of the Issuer to the Trustee;
- j. any insolvency, winding up, bankruptcy, liquidation proceedings or similar proceeding initiated against the Issuer under the Insolvency and Bankruptcy Code, 2016, subject to the provisions of Insolvency and Bankruptcy Code, 2016 and any other applicable laws;
- k. any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or the management or status or any restructuring of the Issuer or the Guarantors or any change in the constitution of the Trustee and the Guarantors;
- l. any other circumstance that might constitute a defense of the Issuer or of the Guarantor under any right, whether statutory, contractual or under any law or equity, and the Guarantors does hereby waive all suretyship rights that may be available to the Guarantors.

3. COST, EXPENSES AND TAXES

- 3.1 The Guarantors hereby agree (without duplication of Amounts Due) to pay the out-of-pocket costs and expenses of the Trustee collecting any sums payable hereunder, or any part thereof, or of otherwise enforcing this Guarantee or the obligations of the Issuer under the terms of the CPs or losses and damages incurred due to the non-performance by the Guarantors of the undertakings under this Guarantee, including all reasonable legal fees and costs and shall indemnify the Trustee against all losses, liabilities, damages, costs and expenses incurred, or sustained by the Trustee in respect of the non-

		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



performance or non-observance of any of the undertakings and agreements on the part of the Guarantors herein contained including enforcement costs, legal fees and expenses.

- 3.2 Any stamp duty payable on this Guarantee shall be payable by the Guarantors.
- 3.3 All sums payable by Guarantors under this Guarantee shall be paid by Guarantors without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions and withholdings whatsoever, and if Guarantors are for any reason required by law to make any such deduction or withholding in connection with the CPs, it shall make the requisite tax deduction before making the payment to the Trustee and deliver to the Trustee evidence of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority

4. WAIVER OF SUBROGATION AND NO PROOF IN LIQUIDATION

Upon making the payment under this Guarantee, Guarantors shall be subrogated to the rights of the payee against the Issuer with respect to such payment, provided that Guarantors' right of subrogation shall be subordinate in right of payment to the rights of the Trustee, and the Guarantors covenants and agrees that it shall not enforce any payment by way of subrogation until all Dues have been paid. The Guarantors agrees that it shall not, in the event of the liquidation or insolvency of the Issuer prove in competition with the Trustee in liquidation/ insolvency proceedings.

5. CONTINUING GUARANTEE




This Guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable under the Dues, regardless of any intermediate payment or discharge/ multiple drawals in part and shall remain in full force and effect till all Redemption Amount have been paid in full to the satisfaction of Issuing and Paying Agent (IPA) ("Final Settlement Date"), and shall not be terminated by the Guarantors.

6. GUARANTORS' REPRESENTATIONS AND WARRANTIES

The Guarantors hereby represents and warrants to the Trustee that:

- a. **Status:**
It is a corporation duly incorporated and validly existing under the laws of India and has the corporate power to own its assets and carry on its business as it is being conducted.
- b. **Power and Authority:**
It has the corporate power to enter into and perform, and has taken all necessary corporate action to authorize the entry into, performance and delivery of, this Guarantee, and to perform its obligations hereunder.

5

		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



- c. **Legal Validity:**
This Guarantee constitutes its legal, valid and binding obligations, enforceable with its terms;
- d. **Non-conflict:**
The entry into and performance by Guarantors of, this Guarantee do not and will not (a) conflict with any laws binding on it, (b) conflict with its articles of incorporation or any of its other governance documents, or (c) conflict with or result in default under any document which is binding upon it or any of its assets nor result in the creation of any security interest over any of its assets.
- e. **Authorizations:**
(i) All authorizations, consents, registrations and notifications required in connection with the entry into, performance, validity and enforceability of, this Guarantee obtained or effected (as appropriate) have been complied with.

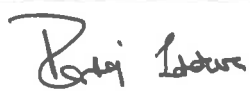
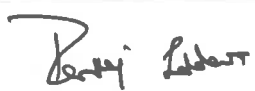

(ii) During the tenor of this Guarantee, it shall submit an audited balance sheet and profit & loss account on an annual basis from the statutory auditor, if demanded in writing.

(iii) The Guarantors shall maintain its corporate existence and its right to carry on its business operations.

7. LISTING OF COMMERCIAL PAPERS

- 7.1 The Issuer shall ensure and each of the Guarantors to undertake the listing of all outstanding CPs on or before 31st July 2020 in accordance with prevalent SEBI Regulations and Stock Exchange Guidelines. In case the CPs do not get listed because of any reasons, including force majeure, on or before 31st July 2020, then Issuer and/or each of the Guarantors shall compulsorily buy back all the outstanding CPs on or before 31st August 2020 at a discount rate of 12% pa.
- 7.2 If such compulsory buy back of the Outstanding CPs is not effected on or before 31st August 2020, then it will be considered as Default and in such situation Issuer and/or each of the Guarantors will be severally liable to redeem the CPs on or before 5th September 2020, failing which each of the CP Holder and/or Trustee will initiate all lawful recovery actions against the Issuer and/or any of the Guarantors in any order of preference. Post Default, the Issuer and or each of Guarantor shall be liable to redeem all the outstanding CPs at Face Value at the time of issuance plus penal interest @ 2% p.a. from default plus all legal expenses incurred by the CP Holder/Investor and or Trustee.

8. MISCELLANEOUS

		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



8.1 Assignment and Successors

Neither the Guarantors nor the Trustee shall be entitled to assign any of its rights or obligations under this Guarantee and the Guarantor's liability shall be binding on the Guarantor's successors in interest and shall remain notwithstanding any amalgamation or reconstitution or alteration in the status of the Issuer or the Guarantors.

8.2 Notices

All communications required or permitted to be made under this Guarantee shall be (i) in writing (including telecopier and email except as noted below); and (ii) telecopied or emailed or sent by a person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto at its address and contact number specified hereunder, or at such other address and contact number as is designated by such party in a written notice to the other parties hereto. The address for notice under this Guarantee shall be as follows:

For Corporate Guarantor 1 :

Attention to: Mr. Pankaj Sachdeva

Address: **Feedback Infra Private Ltd.**, 311, 3rd Floor, Vardhman Plaza Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110 078

Fax: 0124-4169100

Email: Pankaj.sachdeva@feedbackinfra.com

For Corporate Guarantor 2 :

Attention to: Mr. Pankaj Sachdeva

Address: **Mission Holdings Private Limited**, 311, 3rd Floor, Vardhman Plaza Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110 078

Fax: 0124-4169100

Email: Pankaj.sachdeva@feedbackinfra.com

For the Trustee:

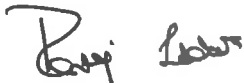
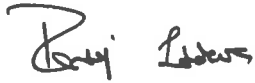

Attention to: Head of Operation

Address: **AXIS TRUSTEE SERVICES LIMITED**, The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028

Fax: 022-6230 0700

Email: debenturetrustee@axistrustee.com

Any notice or communication to the other Party shall be effective (i) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number), (ii) if sent by person, when delivered, (iii) if sent by courier, (a) one (1) Business Day after deposit with an overnight courier, (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not, and (v) if sent by electronic mail when received in readable form.

		
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In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under this Deed, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Deed.

8.3 Severability

If any provision or provisions of this Guarantee turn out to be invalid or unenforceable, such provision or provisions shall only be invalid or unenforceable to the extent of such invalidity or unenforceability and the remaining provisions of this Guarantee shall not be affected by any such invalidity or unenforceability.

8.4 Amendment / Enforcement

This Guarantee may be amended only by an instrument in writing signed by an authorized representative of the Guarantors and the Trustee.

9. GOVERNING LAW AND JURISDICTION

9.1 The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Guarantee shall be governed by the laws of India.

9.2 The Guarantor agrees that the courts and tribunals at New Delhi shall have jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

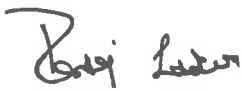
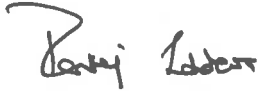

9.3 To the extent that the Guarantors may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Guarantors hereby irrevocably agree not to claim and hereby irrevocably waives such immunity.

10. LIABILITY NOT AFFECTED

The liability of the Guarantors under this Guarantee shall not be affected by:

10.1 any change in the constitution, ownership or corporate existence of the Guarantors, the Issuer, and/or the Trustee or any absorption, merger or amalgamation of the Guarantors, the Issuer, and/or the Trustee with any other company, corporation or concern;

10.2 any insolvency, liquidation, bankruptcy or similar situation or proceeding in respect of the Guarantors, the Issuer, and/or the Trustee, without limiting the generality of the foregoing, this Guarantee shall continue to be effective and be re-instated should the

		
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Commercial Paper Holder or the Trustee be required as a result of any Applicable Law to return to the Guarantors;

- 10.3 any change in the constitution or management of the Guarantors, the Issuer, and/or the Trustee or takeover of the management of the Guarantors, the Issuer, and/or the Trustee.

11. IRREVOCABLE GUARANTEE:

This Guarantee shall be irrevocable and the Guarantors shall be liable to the extent of the Redemption Amount and other liability; and the guarantee shall not be conditional on the receipt of any prior notice by the Guarantors, or by the Issuer other than the Demand Notice by the Trustee which shall be sufficient notice to or demand on the Guarantors.

12. NO COMMISSION:




The Guarantors hereby declare and agree that it has not received and shall not receive any commission or other compensation from the Issuer for giving this Guarantee.

13. COUNTERPARTS

This Guarantee may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of the signature page to this Guarantee by facsimile shall be as effective as delivery of a manually executed counterpart of this Guarantee.


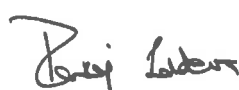

14. MISCELLANEOUS PROVISIONS:

- (a) The Guarantors hereby agree and declare that the Issuer will be free to avail of further loans or other facilities from the any other financial institution or bank and/or to secure the same during the subsistence of this Guarantee and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantors.
- (b) The rights of the Trustee and/or Issuing and Paying Agent (IPA) against the Guarantors shall remain in full force and effect notwithstanding any arrangement which may be reached between the Trustee and/or Issuing and Paying Agent (IPA) and/or holder of Commercial Papers and the other guarantor(s) or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Trustee and/or Issuing and Paying Agent (IPA) and/or holder of Commercial Papers, the Trustee and/or Issuing and Paying Agent (IPA) shall be at liberty to require the performance by the Guarantors of its obligations hereunder to the same extent in all respects as if the Guarantors had at all times been solely liable to perform the said obligations.

		
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- (c) To give effect to this Guarantee, the Trustee and/or Issuing and Paying Agent (IPA) may act as if the Guarantors were the principal debtor to the Trustee and/or Issuing and Paying Agent (IPA).
- (d) The Guarantors hereby declare and agree that it has not received and shall not, without the prior consent in writing of the Trustee and/or Issuing and Paying Agent (IPA) receive any security or commission from the Issuer for giving this guarantee so long as any monies remain due and payable by the Issuer to the holder of Commercial Papers and/or Trustee and/or Issuing and Paying Agent (IPA).
- (e) The Guarantors shall not in the event of the liquidation of the Issuer prove in competition with the Trustee, the holder of Commercial Papers and/or Issuing and Paying Agent (IPA) in the liquidation proceedings.
- (f) A certificate in writing signed by a duly authorised official of the Trustee (after receiving default confirmation from IPA) shall be conclusive evidence against the Guarantors of the amount for the time being due to the Trustee from the Issuer in any action or proceeding brought on this Guarantee against the Guarantors.
- (g) This guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Trustee and Issuing and Paying Agent (IPA) by the Issuer and shall be valid and binding on the Guarantors and operative until repayment in full of all monies due to the holder of Commercial Papers and/or Trustee and/or Issuing and Paying Agent (IPA).
- (h) This Guarantee shall be irrevocable and the obligations of the Guarantors hereunder shall not be conditional on the receipt of any prior notice by the Guarantors or by the Company and the demand or notice by the Trustee, as provided in Clause 11 hereof shall be sufficient notice to or demand on the Guarantors.
- (j) The Guarantors agree and confirm that the Issuing and Paying Agent (IPA) shall be entitled to adjust, appropriate or set-off all monies held by the Issuing and Paying Agent (IPA) to the credit of or for the benefit of the Guarantors on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantors under these presents.
- (k) The Guarantors agree and declare that the rights and powers conferred on the Trustee/Issuing and Paying Agent (IPA) by these presents be joint and several and shall be deemed always to be so and they may be exercised by the Trustee/Issuing and Paying Agent (IPA) accordingly.

		
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SCHEDULE I
BY EMAIL/FAX/SPEED POST
FORM OF DEMAND CERTIFICATE

To:

From:

XXX.

Email: _____

Fax: _____

Dated: [●]

Attn: Mr. -----

Dear Sir,

Sub: Corporate guarantee dated [] (the "Guarantee") executed by the Feedback Infra Private Ltd and Mission Holdings Private Limited ("Guarantors") in favour of the Trustee the benefit of the Investor.

The Issuer has not fulfilled its obligations under the terms of the CPs and an amount of INR [*to insert amount payable*] (Indian Rupees [*to insert amount payable*] only) is due and payable by the Issuer. Accordingly, we hereby give you notice pursuant to Clause 1.2.2 of the Guarantee that we require you to pay such amount within 1 (one) Business Day, but not later than the 3PM of the Due Date of the CPs, in the account specified below from the date of this notice.

[Applicable account instructions, any other terms etc. to be inserted]

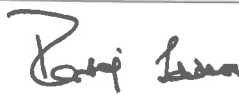
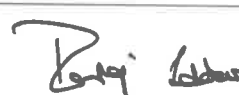

Capitalised terms used herein shall have the meaning given to them in the Guarantee.

Yours faithfully,

[●]

Authorised signatory of the Trustee

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Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)



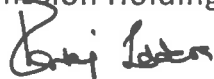
IN WITNESS WHEREOF, the Guarantors have executed these presents on the day, month and year first written above:

For and on behalf of **Feedback Infra Private Ltd.** ("Corporate Guarantor 1")

For Feedback Infra Pvt. Ltd.



Authorized Signatory
Name: Pankaj Sachdeva
Designation: **President Finance & Group CFO**

For and on behalf of **Mission Holdings Private Limited** ("Corporate Guarantor 2")
For Mission Holdings Pvt. Ltd.



Authorized Signatory
Name: Pankaj Sachdeva
Designation: **Authorized Signatory**



For and on behalf of **Axis Trustee Services Limited** ("Trustee")


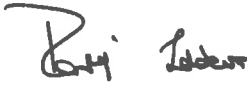


Authorized Signatory
Name: Subhash Kumar Jha
Designation: Assistant General Manager

For Axis Trustee Services Limited


Authorized Signatory

WITNESSES:-

1. KAMAL PAUL

2. Ganesh Tandon


		
Feedback Infra Private Ltd (as Corporate Guarantor-1)	Mission Holdings Private Limited (as Corporate Guarantor-2)	Axis Trustee Services Limited (as Trustee)

