

Sattva Holding and Trading Private Limited

Resource Planning Policy

Version: 3.0
(Version Date: 29th March, 2023)

Policy Custodian:

Division	Investment
Officer In-Charge	Principal Officer
Policy Contact	022-40016500 percy.dajee@hitechgroup.com

Policy Version Control:

Sr. No.	Version Number	Version Date
1	Version 1.0	14/01/2020
2	Version 2.0	11/02/2022
3	Version 3.0	29/03/2023

Policy Governance:

Frequency of Review	Annual /Periodically whenever there is any change
Last Reviewed On	29/03/2023
Approval Path	Board of Directors

POLICY ON PRIVATE PLACEMENT OF NON-CONVERTIBLE DEBENTURES

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Policy.

Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue to the successful applicants.
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as Annexure I .
Applicable Law	All applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government and any modifications or re-enactments thereof.
Articles of Association/ Articles	The articles of association of the Issuer, as amended from time to time.
Board/Board of Directors	The Board of Directors of the Issuer and includes any authorised Committee of Directors, formed or to be formed in this regard.
Business Day	A day (other than a public holiday, Saturday, or Sunday) on which banks are normally open for business in Mumbai.
CDSL	Central Depository Services (India) Limited.
Companies Act/ the Act	The Companies Act, 1956 and to the extent repealed and/or replaced by The Companies Act, 2013, shall mean the Companies Act, 2013.
Control	When used in relation to any Person shall mean the ability of another Person(s) to direct the affairs and/or control the composition of the majority of the board of directors of the said Person.
Debentures / NCDs	Upto Rs. 500,00,00,000 (Rupees five hundred Crore only) can be issued on various tranches (as per the approval of the Board from time to time) Fully/Partly Paid, Rated, Secured, Unlisted/Listed Redeemable Non-Convertible Debentures each having a face value as may be prescribed from time to time.
Debenture Holders / Investors	The holders of the Debentures issued by the Issuer and shall also mean and include any of their successors and assigns, from time to time, whose names are listed in the list of beneficial owners as

	prepared, held and issued by the Depository.
Deemed Date of Allotment	Date as approved by the Board
Debenture Trustee / Trustee	IDBI Trusteeship Services Limited or any other Debenture Trustee as may be approved by the Board from time to time
Debenture Trustee Agreement	Agreement to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trust Deed	The deed to be executed between the Company and the Debenture Trustee setting out the roles and responsibilities of the Debenture Trustee in connection with the issuance of the Debentures.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time with whom the Issuer has made arrangements for dematerializing the Debentures.
Depository Participant / DP	A depository participant as defined under the Depositories Act.
Director(s)	Director(s) of the Issuer unless otherwise mentioned.
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP ID	Depository Participant Identification Number.
Due Date	Any date on which the holders of the Debentures are entitled to any payments, whether on the coupon payment dates or on maturity or upon acceleration pursuant to occurrence of any Event of Default or the Early Redemption Event.
EFT	Electronic Fund Transfer
Event of Default	Any event designated as an event of default in the Transaction Documents.
Financial Indebtedness	means any indebtedness for or in respect of: (i) moneys borrowed; (ii) any amount availed of by acceptance of any credit facility; (iii) any amount raised pursuant to the issuance of any notes, bonds, shares (whether redeemable or otherwise), debentures, loan stock or any other similar securities or

	<p>instruments;</p> <p>(iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted principles of accounting in India, be treated as a finance or capital lease;</p> <p>(v) receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis);</p> <p>(vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</p> <p>(vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);</p> <p>(viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</p> <p>(ix) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; or</p> <p>(x) any put option, guarantees, letter of comfort, etc by whatever name called, which gives or may give rise to any financial obligation(s);</p> <p>(xi) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix) above</p>
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
GAAP	Generally Accepted Accounting Principles
Issue Opening Date	(as may decided from time to time)
Issue Closing Date	(as may decided from time to time)
Memorandum of Association/ Memorandum	The Memorandum of Association of the Issuer, as amended from time to time
N.A.	Not Applicable.
NSDL	National Securities Depository Limited.
NSE	National Stock Exchange of India Limited
PAN	Permanent Account Number
Rating Agency	As appointed by the Board from time to time

RBI	Reserve Bank of India
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) days prior to any Due Date.
Redemption Amount	The amount payable by the Company for the purposes of redeeming any Debenture and shall include the outstanding principal amount in respect of the Debenture and the redemption premium applicable thereon.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Link Intime India Private Limited.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time)
TDS	Tax Deducted at Source.
Trading Day	A day (other than a Saturday, Sunday) on which the NSE is open for trading and general business.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures, in this case being, (i) this Information Memorandum, (ii) the Debenture Trustee Agreement (iii) the Debenture Trust Deed; (iv) the Share Pledge Agreement; (v) the power of attorney in relation to the Share Pledge Agreement; and (vi) the Deed of Charge and any other document that may be designated by the Debenture Trustee as a Transaction Document.
Planning Horizon	The Company shall decide on the source of borrowings i.e., through term loans, debt securities or any other source based on negotiations with various lenders. The decision shall be taken in the best interest of the Company and the lender with best offer shall be fixed by the Board of Directors of the Company.
Periodicity	The tenure of loans borrowed by the Company, shall be as mutually agreed between the Company and the lenders. The tenure of debt securities issued by the Company shall be as per the Companies Act, 2013, Listing Regulations (if listed) and as

	per the prevailing laws applicable to the Company in mutual agreement with the security holders and trustees.
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SPECIMEN SIGNATURE

[illegible]

ADDRESS																			
STREET																			
CITY																			
PIN						PHONE							FAX						

APPLICANT'S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT _____

We have read and understood the terms and conditions of the issue of Debentures including the Risk Factors described in the Information Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's

Signature

We the undersigned, are agreeable [to](#) holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	NSDL () CDSL ()
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account :	
(Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Information Memorandum is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, the Joint Arrangers and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) the Applicant must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our

Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Joint Arrangers (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. We undertake that upon sale or transfer to subsequent investor or transferee ("**Transferee**"), we shall convey all the terms and conditions contained herein and in this Information Memorandum to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and the Joint Arrangers (and all such persons acting on its or their behalf) and also hold the Issuer and Joint Arrangers and each of such person harmless in respect of any claim by any Transferee.

Applicant's

Signature

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

------(TEAR HERE)-----

[•]- ACKNOWLEDGMENT SLIP

<i>(To be filled in by Applicant)</i> SERIAL NO.	1								
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Received from _____

Address _____

Cheque/Draft/UTR # _____ Drawn on _____ for
 Rs. _____ on account of application of _____ **X-X**