

The Sr. General Manager
Department of Corporate Services
BSE Limited
1st Floor, P. J. Towers
Dalal Street
Mumbai 400 001

Ref.: ISIN No. Series I INE165K07050 and Series II INE165K07068

Dear Sirs

Sub.: Intimation under Regulation 51 of the Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("SEBI LODR") in relation to certain amendments to the terms of the non-convertible debentures issued by Jhajjar Power Limited

Jhajjar Power Limited ("JPL" / "the Company") has issued certain Privately Placed, Secured, Taxable, Redeemable, Non-Convertible Debentures ("NCDs"), that are listed on BSE Limited, as under:

Sr. No.	Particulars of the Debenture Issued	Date of Issue	Date of Redemption	Issue Size
1	Privately Placed, Secured, Taxable, Redeemable, Non-Convertible Debentures	24 January 2017	Series I – 30 April 2022 Series II – 30 April 2023	Series I – INR 180 Crore Series II – INR 90 Crore

We refer to the Information Memorandum ("IM") issued by the Company in respect of the above NCDs and also the Debenture Trust Deed ("DTD") dated 20 January 2017 executed between the Company and IDBI Trusteeship Services Limited.

Pursuant to the IM read with the Term Sheet appended thereto, the NCDs held by those investors to whom the proposed revised spread is not acceptable shall be mandatorily redeemed on the Spread Reset Date. The Issue Date for the NCDs was 24 January 2017 and accordingly, the Spread Reset per the IM is 3 years from the date of issue, i.e. 24 January 2020.

One of the NCD holders, viz. Deutsche Bank AG, holding 135 NCDs aggregating INR 1350 Mn. (cumulatively under both the referred ISINs) has requested the Company to extend the aforesaid Spread Reset Date by a period of three months, i.e. from 24 January 2020 to 30 April 2020.

Accordingly, in view of the aforesaid and to give effect to the same, the Company has executed a Deed of Modification to the DTD dated 24 January 2020, amending the terms of





the said NCDs. A summary of the amendments to the DTD is enclosed as Annexure – I. Further, a copy of the Deed of Modification is enclosed as Annexure - II.

We request your good office to take the same on record.

This letter may be treated as an intimation in terms of Regulation 51 read with Part B of Schedule III to the SEBI LODR.

Yours faithfully,
For **Jhajjar Power Limited**

Jayant Patil
Company Secretary
Membership No. A14418



Date: 27 January 2020

Place: Haryana

Encl.: As above



Annexure – I: Summary to the amendments to the terms of the NCDs

Sr. No.	Clause No. of the existing DTD	Clause in the DTD	Clause in the Deed of Modification	Remarks
1	1.1	<i>"Spread Reset Date" mean the date falling on the third anniversary of the Deemed Date of Allotment."</i>	<i>"Spread Reset Date shall mean April 30, 2020."</i>	The definition of "Spread Reset Date" is being amended.
2	Not Applicable	Not Applicable	<i>"For the avoidance of doubt, irrespective of whether a notice has been sent by the Issuer pursuant to this Clause 4.5.2, the Issuer and the Debenture Trustee (acting on the instructions of the Debenture holders) shall mutually agree to a Reset Spread by no later than April 29, 2020. If no mutually acceptable agreement has been arrived at with respect to the Reset Spread, or if the revised Reset Spread is not acceptable to any Debenture Holder, the Debentures held by such Debenture Holder shall automatically stand redeemed in full, without any further action on part of such Debenture Holder or the Issuer, on April 30, 2020. The Issuer shall fully redeem the Debentures held by such Debenture Holders, upon making all the Debenture Payments as applicable in relation to such Debentures, by no later than April 30, 2020."</i>	This clause has been added now.





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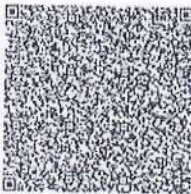
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL13913892766478S
Certificate Issued Date	: 23-Jan-2020 11:13 AM
Account Reference	: IMPACC (IV)/ dl924003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL92400336093608489386S
Purchased by	: JHAJJAR POWER LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JHAJJAR POWER LIMITED
Second Party	: IDBI TRUSTEESHIP SERVICES LIMITED
Stamp Duty Paid By	: JHAJJAR POWER LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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Please write or type below this line.

This stamp paper forms an integral part of
Deed of Modification dated January 24, 2020
executed between Jhajjar Power Limited and IDBI
Trusteeship Services Limited.

**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.

DATED JANUARY 24, 2020

DEED OF MODIFICATION

TO

DEBENTURE TRUST DEED DATED JANUARY 20, 2017

BETWEEN

JHAJJAR POWER LIMITED
(as the Issuer)

AND

IDBI TRUSTEESHIP SERVICES LIMITED
(as the Debenture Trustee)



cyril amarchand mangaldas
advocates & solicitors



**DEED OF MODIFICATION TO THE DEBENTURE TRUST DEED DATED JANUARY 20,
2017**

This deed of modification ("**Deed**") to the debenture trust deed dated January 20, 2017, executed by and between the Borrower (*as defined below*) and the Debenture Trustee (*as defined below*) is made at Delhi on January 24, 2020.

BETWEEN

1. **JHAJJAR POWER LIMITED**, a company registered under the Companies Act, 1956, bearing CIN as U40104HR2008SGC037809, and having its registered office at Village Khanpur, Tehsil Matenhail, District - Jhajjar, Haryana – 124142 (the "**Issuer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company established under the Companies Act, 1956 (1 of 1956) having its registered office at Asian Building, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001 (hereinafter called "the **Debenture Trustee**", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and assigns).

In this Deed, the Issuer and the Debenture Trustee are collectively referred to as the "**Parties**" and individually as a "**Party**"

WHEREAS:

- A. The Issuer has issued rated, listed, taxable, secured, redeemable, non-convertible debentures of a face value of Rs. 1,00,00,000 (Rupees One Crore only) each, aggregating up to Rs. 270,00,00,000 (Rupees Two Hundred and Seventy Crores only) ("**Debenture Amount**") on a private placement basis in terms of the Offer Letter to specific investors ("**Transaction**");
- B. Now, the Issuer and the Debenture Trustee have agreed to amend certain terms and conditions of the Debenture Trust Deed in accordance with the terms set out hereinafter.

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

I. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context otherwise requires, the capitalized terms used but not defined herein shall have the meanings given to those terms in the Debenture Trust Deed.

II. AMENDMENTS TO THE DEBENTURE TRUST DEED

It is hereby agreed by and among the Parties as follows:

- (a) The definition of "*Spread Reset Date*" shall be amended and restated as follows:

"Spread Reset Date shall mean April 30, 2020."

- (b) A new sub-clause (e) shall be added after Clause 4.5.2(d) of the Debenture Trust Deed which will read as follows:



“4.5.2

(e) For the avoidance of doubt, irrespective of whether a notice has been sent by the Issuer pursuant to this Clause 4.5.2, the Issuer and the Debenture Trustee (acting on the instructions of the Debenture Holders) shall mutually agree to a Reset Spread by no later than April 29, 2020. If no mutually acceptable agreement has been arrived at with respect to the Reset Spread, or if the revised Reset Spread is not acceptable to any Debenture Holder, the Debentures held by such Debenture Holder shall automatically stand redeemed in full, without any further action on part of such Debenture Holder or the Issuer, on April 30, 2020. The Issuer shall fully redeem the Debentures held by such Debenture Holders, upon making all the Debenture Payments as applicable in relation to such Debentures, by no later than April 30, 2020.

III. DISCLOSURES

No later than January 27, 2020, the Issuer shall make appropriate disclosures, in relation to this Deed, to the stock exchange on which the Debentures are listed in accordance with the Securities Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015.

IV. EFFECTIVENESS

This Deed shall come into force from January 25, 2020.

V. GOVERNING LAW

This Deed and all obligations arising from or in connection with this Deed shall be governed by Indian law.

VI. JURISDICTION

Clause 48 (*Jurisdiction*) of the Debenture Trust Deed shall *mutatis mutandis* apply to this Deed.

VI. DEBENTURE DOCUMENT

The Parties agree that this Deed shall be designated as a Debenture Document.

VII. DEBENTURE TRUST DEED IN FORCE AND EFFECT

- (a) This Deed is and shall be supplemental to and form an integral part of the Debenture Trust Deed and the Debenture Trust Deed shall henceforth be read and construed in conjunction with this Deed. The Parties also agree that except for the provisions as modified herein, all the provisions of the Debenture Trust Deed shall continue to apply to the Parties.
- (b) The Parties hereby agree and declare that save and except as modified by this Deed, all clauses, covenants, conditions and stipulations contained in the Debenture Trust Deed shall remain in full force and effect and the same shall be binding on them.



IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective authorized representatives hereunto, duly authorized as of the date first above written.

THE COMMON SEAL of JHAJJAR POWER LIMITED is affixed hereunto pursuant to the resolutions passed in the meetings of the Board of Directors held on February 12, 2019 Mr. JAYANT PATEL Director/ Secretary / Authorized Signatory, who has signed these presents in token thereof.

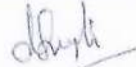


For JHAJJAR POWER LIMITED

Authorized Signatory

SIGNED AND DELIVERED by the within
named **IDBI TRUSTEESHIP SERVICES
LIMITED** as **Debenture Trustee** by the hand of
Mr. Daljit Singh, an
authorized official of the Debenture Trustee.

For IDBI TRUSTEESHIP SERVICES LTD.



AUTHORISED SIGNATORY