

XIII. TERMS OF OFFER

(DETAILS OF DEBT SECURITIES PROPOSED TO BE ISSUED, MODE OF ISSUANCE, ISSUE SIZE, UTILIZATION OF ISSUE PROCEEDS, STOCK EXCHANGE WHERE SECURITIES ARE PROPOSED TO BE LISTED, REDEMPTION AMOUNT, PERIOD OF MATURITY, YIELD ON REDEMPTION, DISCOUNT AT WHICH OFFER IS MADE AND EFFECTIVE YIELD FOR INVESTOR)

SERIES-I IM FOR PRIVATE PLACEMENT OF SECURED, NON-CONVERTIBLE, NON-CUMULATIVE, REDEEMABLE, TAXABLE BONDS IN THE NATURE OF DEBENTURES OF FACE VALUE OF RS. 10 LAKHS EACH AT PAR AGGREGATING TO TOTAL ISSUE SIZE NOT EXCEEDING RS. 6,000 CRORES WITH A BASE ISSUE SIZE OF RS. 1,000 CRORES AND AN GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION UPTO RS. 5,000 CRORES NATIONAL HIGHWAYS AUTHORITY OF INDIA (“NHAI” OR THE “ISSUER” OR THE “AUTHORITY”) BY WAY OF PRIVATE PLACEMENT.

1. ISSUE SIZE

National Highways Authority of India (“NHAI” or the “Issuer” or the “Authority”) to raise **Rs. 1,000 Crores** with green shoe option of **Rs. 5,000 Crores** aggregating to **Rs. 6,000 Crores** through issue of Taxable secured Redeemable Non-Convertible Bonds in the nature of Debentures (“Bonds”) of face value of Rs. 10.00 lacs each under this Series-I IM.

All other provisions as per SEBI Circular No. SEBI/HO/DDHS/CIR/P/2018/05 dated January 05, 2018 and SEBI Circular No. SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 shall be applicable and as amended from time to time.

2. ELIGIBILITY TO COME OUT WITH THE ISSUE

The Issuer or the person in control of the Issuer, or its promoter, has not been restrained or prohibited or debarred by SEBI/any other Government authority from accessing the securities market or dealing in securities and such direction or order is in force.

3. REGISTRATION AND GOVERNMENT APPROVALS

NHAI can undertake the activities proposed by it in view of the present approvals and no further approval from any government authority(ies) is required by NHAI to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

4. AUTHORITY FOR THE ISSUE

The present Issue is being made pursuant to announcement in Union Budget, NHAI Act and resolution passed by the Members of the Board of NHAI on March 20, 2021, approving the Issue and delegation provided thereunder.

5. OBJECTS OF THE ISSUE

To part finance various projects being implemented by NHAI under the Bharatmala Pariyojana and other national highway projects as approved by the Government of India.

Further, in accordance with the SEBI Debt Regulations, NHAI shall not utilize the proceeds of the Issue for providing loans to or acquisition of shares of any person who is part of the same group or who is under the same management. Further, NHAI is a statutory authority and, as such, it does not have any identifiable group companies or companies under the same management though it does have shareholding interest in certain Special Purpose Vehicles which are engaged in area specific development of port roads.

6. UTILISATION OF ISSUE PROCEEDS

The funds being raised by the Issuer through present issue of Bonds are not meant for financing any particular project. In terms of the SEBI Debt Regulations, there is no requirement for appointment of a monitoring agency in relation to the use of proceeds of the Issue. Members of the Authority shall monitor the utilisation of the proceeds of the Issue. NHAI shall disclose in its financial statements, the utilization of the proceeds of the issue under a separate head along with any details in relation to all such proceeds of the issue that have not been utilized thereby also indicating investments, if any, of such unutilized proceeds of the Issue. . NHAI shall utilize the proceeds of the issue only upon the execution of the documents for creation of security as stated in this Series-I IM and upon the listing of the Bonds. The objects of NHAI as specified in NHAI Act permits it to undertake its existing activities as well as the activities for which the funds are being raised through the Issue.

NHAI undertakes that proceeds of the present issue shall not be used for any purpose which may be in contravention of the regulations/ guidelines/ norms issued by the RBI/ SEBI/ RoC/ Stock Exchange(s).

7. MINIMUM SUBSCRIPTION

In terms of the SEBI Debt Regulations, the Issuer may decide the amount of minimum subscription which it seeks to raise by issue of Bonds and disclose the same in the Series-I IM. The Issuer has decided not to stipulate any minimum subscription for the present Issue and therefore the Issuer shall not be liable to refund the issue subscription(s)/ proceed(s) in the event of the total issue collection falling short of issue size or certain percentage of issue size.

8. UNDERWRITING

The present Issue of Bonds is not underwritten.

9. NATURE OF BONDS

The Bonds are to be issued in the form of Taxable secured Redeemable Non-Convertible Bonds in the nature of Debentures.

10. FACE VALUE

Each Bond has a face value of Rs. 10 lacs. The Bonds are redeemable at par i.e., for Rs. 10 lacs.

11. SECURITY

The Bonds has been secured by way of mortgage over the property of NHAI situated at Ahmedabad along with fixed assets of NHAI, being highway projects comprising of all superstructures including highway lightings, road barriers and dividers, bridges, culverts and

all other super structures constructed on national highways except those under the Surat-Manor Tollway Project entrusted to NHAI and projects awarded under ToT with a minimum security cover of one time of the aggregate face value amount of Bonds outstanding at all times. Such security creation requires prior approval and authorization by the Government of India as owner of the land. The No-Objection Certificate has been received by the NHAI from the Government of India in this respect. The Issuer also undertakes that pari-passu charge on the assets has been created and have obtained consent from the earlier creditor.

Security document will be executed in respect of the proposed Bonds Issue.

13. DEEMED DATE OF ALLOTMENT

All benefits under the Bonds including payment of interest will accrue to the Bondholders from and including date of allotment being **10.08.2021** which shall be the Deemed Date of Allotment. All benefits relating to the Bonds will be available to the investors from the Deemed Date of Allotment. The actual allotment of Bonds may take place on a date other than the Deemed Date of Allotment. The Issuer reserves the right to keep multiple allotment date(s)/ deemed date(s) of allotment at its sole and absolute discretion without any notice. In case if the issue closing date/ pay in dates is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

14. LETTER(S) OF ALLOTMENT/ BOND CERTIFICATE(S)/ REFUND ORDER(S)/ ISSUE OF LETTER(S) OF ALLOTMENT

The beneficiary account of the investor(s) with National Securities Depository Limited (NSDL)/ Central Depository Services (India) Limited (CDSL)/ Depository Participant will be given initial credit within 2 working days from the Deemed Date of Allotment. The initial credit in the account will be akin to the Letter of Allotment. On completion of the all statutory formalities, such credit in the account will be akin to a Bond Certificate.

15. ISSUE OF BOND CERTIFICATE(S)

The initial credit in the account will be akin to the Letter of Allotment. On completion of the all statutory formalities, such credit in the account will be akin to a Bond Certificate. However, in case, if all formalities are not completed the same will be akin to letter of allotment, which on completion of the all statutory formalities, such credit will be akin to a Bond Certificate. The Bonds since issued in electronic (dematerialized) form, will be governed as per the provisions of The Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other applicable laws and rules notified in respect thereof. The Bonds shall be allotted in dematerialized form only.

16. DEPOSITORY ARRANGEMENTS

The Issuer has appointed **Beetal Financial & Computer Services (P) Ltd.** (Address: 99, Beetal House, Madangir, Behind Local Shopping Centre Near Harsukhdas Mandir New Delhi - 110062) as the Registrar ("Registrar") for the present Bond Issue. The Issuer has entered into necessary depository arrangements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) for dematerialization of the Bonds offered under the present Issue, in accordance with the Depositories Act, 1996 and regulations made thereunder. In this context, the Issuer has signed two tripartite agreements as under:

- Tripartite Agreement between the Issuer, National Securities Depository Limited ("NSDL") and the Registrar for dematerialization of the Bonds offered under the present Issue.
- Tripartite Agreement between the Issuer, Central Depository Services (India) Limited ("CDSL") and the Registrar for dematerialization of the Bonds offered under the present Issue.

Investors can hold the bonds only in dematerialised form and deal with the same as per the provisions of Depositories Act, 1996 as amended from time to time.

17. PROCEDURE FOR APPLYING FOR DEMAT FACILITY

- Applicant(s) should have/ open a Beneficiary Account with any Depository Participant of NSDL or CDSL.
- The applicant(s) must specify their beneficiary account number and depository participants ID in the relevant columns of the Application Form.
- If incomplete/incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, the allotment of Bonds shall be held in abeyance till such time satisfactory demataccount details are provided by the applicant.
- The Bonds shall be directly credited to the Beneficiary Account as given in the Application Form and after due verification, allotment advice/refund order, if any, would be sent directly to the applicant by the Registrars to the Issue but the confirmation of the credit of the Bonds to the applicant's Depository Account will be provided to the applicant by the Depository Participant of the applicant.
- Interest or other benefits with respect to the Bonds would be paid to those bondholders whose names appear on the list of beneficial owners given by the depositories to the Issuer on the Record Date. In case, the beneficial owner is not identified by the depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the beneficial owner is identified by the depository and intimated to the Issuer. On receiving such intimation, the Issuer shall pay the interest or other benefits to the beneficiaries identified, within a period of 15 days from the date of receiving such intimation.
- Applicants may please note that the Bonds shall be allotted and traded on the stock exchange(s) only in dematerialized form.

18. FICTITIOUS APPLICATIONS

Any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the Bonds, or otherwise induced a body corporate to allot, register any transfer of Bonds therein to them or any other person in a fictitious name, shall be punishable as per provisions of extant laws.

19. MARKET LOT

The market lot will be one Bond ("Market Lot"). Since the Bonds are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of Bonds.

20. TRADING OF BONDS

The marketable lot for the purpose of trading of Bonds shall be 1 (one) Bond of face value of Rs.10 lacs each. Trading of Bonds would be permitted in demat mode only in standard denomination of Rs.10 lacs and such trades shall be cleared and settled in recognised stock exchange(s) subject to conditions specified by SEBI. In case of trading in Bonds which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

21. MODE OF TRANSFER OF BONDS

The Bonds shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/ Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Bonds held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

22. BASIS OF ALLOCATION / ALLOTMENT

Allotment to the bidders shall be done on yield priority basis in the following manner as per SEBI circular dated January 5, 2018, August 16, 2018 and October 5, 2020 and operational guidelines of BSE:

- a) All the bids shall be arranged in the ascending order of the yields, and a cut-off yield shall be determined.
- b) All the bids below the cut-off yield shall be accepted and full allotment should be made to such bidders.
- c) For all the bids received at cut-off yield, allotment shall be made on pro-rata basis.

23. COMMON FORM OF TRANSFER

The Issuer undertakes that it shall use a common form/ procedure for transfer of Bonds issued under terms of this Series-I IM.

24. INTEREST ON APPLICATION MONEY

- a. In case of change in Deemed Date of Allotment and in respect of investors who get allotment in the Bonds Issue, interest on application money shall be paid at the coupon rate applicable for bond series (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) from the date of receipt of application money in NHAI's account till one day prior to the date of allotment on the aggregate face value amount of Bonds

The interest on Application Money shall be computed as per “Actual/Actual” day count convention. The payment shall be made only through electronic mode. However, in case of rejection of electronic mode, due to incomplete / in correct detail provided by applicant payment may be made through cheque /demand draft. The cheque /demand draft for interest on application money shall be dispatched by the Issuer within 15 days from the Deemed Date of Allotment by registered post to the sole/ first applicant, at the sole risk of the applicant.

- b. No interest on Application Money will be paid in respect of applications which are rejected due to any reason.

25. INTEREST ON THE BONDS

The face value of the Bonds outstanding shall carry interest at the coupon rate from Deemed Date of Allotment and the coupon rate & frequency of payment (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) are mentioned at summary term sheet.

The interest payment shall be made through electronic mode to the bondholders whose names appear on the list of beneficial owners given by the depository participant to R&TA as on the record date fixed by Issuer in the bank account which is linked to the demat of the bondholder. However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code /NEFTcode etc., issuer shall be required to make payment through cheques / DDs on the due date at the sole risk of the bondholders. Interest or other benefits with respect to the Bonds would be paid to those Bondholders whose names appear on the list of beneficial owners given by the depository participant to R&TA as on the Record Date.

26. COMPUTATION OF INTEREST

Interest for each of the interest periods shall be computed as per Actual/ Actual day count convention on the face value amount of Bonds outstanding at the respective Coupon Rate rounded off to the nearest Rupee. Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis, on the face value amount of Bonds outstanding.

27. RECORD DATE

The ‘Record Date’ for the Bonds shall be 15 days prior to each Coupon Payment Date and Redemption Date. In case of redemption of Bonds, the trading in the Bonds shall remain suspended between the Record Date and the Redemption Date. Interest payment and principal repayment shall be made to the person whose name appears as beneficiary with the Depositories as on Record Date. In the event of the Issuer not receiving any notice of transfer at least 15 days before the respective Coupon Payment Date and Redemption Date, the transferees for the Bonds shall not have any claim against the Issuer in respect of amount so paid to the registered Bondholders.

28. DEDUCTION OF TAX AT SOURCE

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source out of interest payable on Bonds.

Tax exemption certificate/ declaration of non-deduction of tax at source, if applicable, on interest on application money should be submitted along with the Application Form. Regarding deduction of tax at source and the requisite declaration forms to be submitted, prospective investors are advised to consult their own tax consultant(s). In case of tax deducted at source, the Issuer will issue the TDS certificate to the investors.

29. PUT & CALL OPTION

There is no call and put option.

30. REDEMPTION

The face value of the Bonds shall be redeemed at par, on the respective Redemption Dates. The Bonds will not carry any obligation, for interest or otherwise, after the Redemption Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Redemption Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders.

In case any Redemption Date falls on a day which is not a Working Day, the payment due shall be made on the immediately preceding Working Day along with interest accrued on the Bonds until but excluding the date of such payment.

31. ADDITIONAL COVENANTS

1. Security Creation: The Issuer submits that it will execute the necessary documents for creation of the charge, including the Debenture/ Bond Trust Deed within the time prescribed under the SEBI Debt Regulations and shall submit to BSE within five working days of execution of the same for uploading on its website.
2. Default in Payment: In case of default in payment of interest and/or principal redemption on the due dates, the Issuer shall pay an additional interest at the rate of 2.00% p.a. over the respective Coupon Rates of the Bonds for the defaulting period.
3. Listing: The Issuer shall complete all the formalities and seek listing Making listing application and seeking Listing permission to BSE within 4 days from the Issue/Bid Closing Date of the Issue. In case of delay in listing of the Bonds beyond 4 days from the Issue/Bid Closing Date of the Issue, the Issuer shall pay penal interest at the rate of 1.00% p.a. over the respective Coupon Rates for the period of delay to the investor (i.e. from the date of allotment to the date of listing). Also shall be permitted to utilize the issue proceeds of its subsequent to privately place issuances of securities only after receiving final listing approval from stock exchanges.

32. SETTLEMENT/ PAYMENT ON REDEMPTION

Payment of interest and repayment of principal shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ NECS/ RTGS/ NEFT mechanism in the name of the Bondholders whose name appear on the List of Beneficial Owners given by Depository to the Issuer as on the Record Date.

The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Redemption Date to the list of Beneficial Owners as provided by NSDL/ CDSL/ Depository Participant as on Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders. On such payment being made, the Issuer shall

inform NSDL/ CDSL/ Depository Participant and accordingly the account of the Bondholders with NSDL/ CDSL/ Depository Participant shall be adjusted.

The Issuer's liability to the Bondholders towards all their rights including for payment or otherwise shall cease and stand extinguished from the due date of redemption in all events. Further the Issuer will not be liable to pay any interest or compensation from the Redemption Date. On the Issuer's dispatching/ crediting the amount to the Beneficiary(ies) as specified above in respect of the Bonds, the liability of the Issuer shall stand extinguished.

33. EFFECT OF HOLIDAYS

If the interest payment date falls on a holiday, the payment may be made on the following working day however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security in line with SEBI circular No CIR/IMD/DF-1/122/2016 dated November 11, 2016.

If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment. 'Business Day' shall be a day on which commercial banks are open for business in the city of Delhi and the days when the money market is functioning in Mumbai. In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record date. The interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai.

Set forth below is an illustration for guidance in respect of the day count convention and effect of holidays on payments. Investors should note that this example is solely for illustrative purposes. We have not considered the effect of public holidays as it is difficult to ascertain for future dates.

Face Value of the Bond (in Rs) - 10,00,000/-
Deemed Date of Allotment -10.08.2021
Redemption Date-10.08.2038
Coupon rate -7.26%p.a.

Cash Flows	Date	Day count (Actual/ Actual)	No. of Days in Coupon Period	Amount (In Rupees)
1 st Coupon	Wednesday, August 10, 2022	Actual/ Actual	365	72,600
2 nd Coupon	Thursday, August 10, 2023	Actual/ Actual	365	72,600
3 rd Coupon	Monday, August 12, 2024	Actual/ Actual	366	72,600
4 th Coupon	Monday, August 11, 2025	Actual/ Actual	365	72,600
5 th Coupon	Monday, August 10, 2026	Actual/ Actual	365	72,600
6 th Coupon	Tuesday, August 10, 2027	Actual/ Actual	365	72,600
7 th Coupon	Thursday, August 10, 2028	Actual/ Actual	366	72,600
8 th Coupon	Friday, August 10, 2029	Actual/ Actual	365	72,600
9 th Coupon	Monday, August 12, 2030	Actual/ Actual	365	72,600
10 th Coupon	Monday, August 11, 2031	Actual/ Actual	365	72,600
11 th Coupon	Tuesday, August 10, 2032	Actual/ Actual	366	72,600

12 th Coupon	Wednesday, August 10, 2033	Actual/ Actual	365	72,600
13 th Coupon	Thursday, August 10, 2034	Actual/ Actual	365	72,600
14 th Coupon	Friday, August 10, 2035	Actual/ Actual	365	72,600
15 th Coupon	Monday, August 11, 2036	Actual/ Actual	366	72,600
16 th Coupon	Monday, August 10, 2037	Actual/ Actual	365	72,600
17 th Coupon	Tuesday, August 10, 2038	Actual/ Actual	365	72,600
Principle Redemption	Tuesday, August 10, 2038			10,00,000
NHAI Taxable Bonds 21-22, Series- I				

Assumptions and Notes:

1. The aggregate coupon payable to each Bondholder shall be rounded off to the nearest rupee as per the Fixed Income Money Market and Derivatives Association handbook on market practices.
2. The actual dates and maturity amount will be in accordance to and in compliance with the provisions of SEBI circular CIR/IMD/DF-1/122/2016 dated November 11, 2016 giving effect to actual holidays and dates of maturity which qualifies the SEBI requirement.
3. For the purposes of the above illustration, non-business days i.e. Saturdays and Sundays have not been considered. Actual Interest/Maturity payment will be decided in accordance with SEBI regulation.

34. LIST OF BENEFICIAL OWNERS

The Issuer shall request the Depository to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

35. SUCCESSION

In the event of the demise of the sole/first holder of the Bond(s) or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Bondholder, or the holder of succession certificate or other legal representative as having title to the Bond(s). The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Bond(s) standing in the name of the deceased Bondholder on production of sufficient documentary proof or indemnity.

Where a non-resident Indian becomes entitled to the Bond by way of succession, the following steps have to be complied:

- a. Documentary evidence to be submitted to the Legacy Cell of the RBI to the effect that the Bond was acquired by the NRI as part of the legacy left by the deceased holder.
- b. Proof that the NRI is an Indian National or is of Indian origin.

Such holding by the NRI will be on a non-repatriation basis.

38. DOCUMENTS TO BE PROVIDED BY SUCCESSFUL BIDDER(S)

Successful bidder(s) need to submit the following documents, along with the Application Form, as applicable:

- Certified true copy of the Memorandum and Articles of Association
- Certified true copy of the Board Resolution / letter authorizing the investment
- Certified true copy of the Power of Attorney
- Form 15G/ 15H for investors seeking exemption from TDS –on interest payments
- Relevant certificate(s)/ order(s)/ declaration(s)/ document(s) including order under Section 195/ 197 of the Income-tax Act, 1961 on which the Debenture Holder wishes to place reliance for non-deduction of tax at source
- SEBI registration certificate
- IRDA registration certificate
- Specimen signature of the authorised signatories, duly certified by an appropriate authority
- Certified true copy of PAN

39. HOW TO APPLY

This Series-I IM is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Bonds issued by the Issuer. The document is for the exclusive use of the institution(s) to whom it is delivered, and it should not be circulated/ distributed to third parties. This being a private placement Issue, the eligible investors who have been addressed through this communication directly, only are eligible to apply. Applications for the Bonds must be in the prescribed form and completed in BLOCK LETTERS in English and as per the instructions contained therein.

40. APPLICATION PROCESS

Who can bid / invest / apply?

All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the BSE BOND – EBP Platform, are eligible to bid / invest / apply for this Issue.

All investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue.

Eligible participants bidding on proprietary basis, for an amount equal to or more than Rs.15 crore or 5% of the base issue size, whichever is lower, shall bid directly i.e. shall enter the bids directly on EBP platform.

Provided that the foreign portfolio investors may bid through their custodians.

How to bid?

All Eligible Investors will have to register themselves as a one-time exercise (if not already registered) under the BSE BOND – EBP Platform offered by BSE for participating in the electronic book mechanism. Eligible Investors will also have to complete the mandatory KYC verification process. Investors should refer to the Operational

Guidelines.

The details of the Issue shall be entered on the BSE BOND – EBP Platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.

The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE BOND – EBP Platform, at least 1 (one) working day before the start of the Issue / Bid Opening Date.

A bidder will only be able to enter the amount & percentage while placing their bids in the BSE BOND-EBP Platform. Some of the key guidelines in terms of the current Operational Guidelines on issuance of securities on private placement basis through an electronic book mechanism, are as follows:

(a) Modification of Bid:

Investors may note that modification of bid is allowed during the bidding period / window.

However, in the last 10 minutes of the bidding period / window, revision of bid is only allowed for upward revision of the bid amount placed by the Investor.

(b) Cancellation of Bid

Investors may note that cancellation of bid is allowed during the bidding period / window. However, in the last 10 minutes of the bidding period / window, no cancellation of bids is permitted.

(c) Multiple Bids

Investors may note that multiple bid is not permitted. If multiple bids are entered by the same Investor, only the first bid will be considered as valid.

(d) Withdrawal of Issue

The Issuer may, at its discretion, withdraw the issue process on the following conditions:

- i. non-receipt of bids upto the Issue Size;
- ii. bidder has defaulted on payment towards the allotment, within the stipulated timeframe, due to which the Issuer is unable to fulfil the Issue Size.

Provided that the Issuer shall accept or withdraw the Issue on the BSE BOND – EBP Platform within 1 (one) hour of the closing of the bidding window, and not later than 6 pm on the Issue/Bidding Closing Date.

However, Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

Provisional/ Final Allocation

Allocation shall be made on a *pro rata* basis in the multiples of the bidding lot size, i.e., in multiples of Rs. 10,00,000 (Rupees Ten Lakhs).

Post completion of bidding process, the Issuer will upload the provisional allocation on the BSE BOND – EBP Platform. Post receipt of investor details, the Issuer will upload the final allocation file on the BSE BOND – EBP Platform.

Payment Mechanism

Subscription should be as per the final allocation made to the successful bidder(s) as notified by the Issuer by 10:30 am next date of Closing Date.

Successful bidders should do the funds pay-in in the bank account of as appearing on EBP Platform of BSE.

Successful bidders must do the funds pay-in to the Designated Bank Account in accordance with operational guidelines of BSE EBP PLATFORM. Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the BSE BOND - EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE BOND – EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned back.

Note: In case of failure of any successful bidder to complete the funds pay-in by the Pay-in Time or the funds are not received in the Designated Bank Account of clearing corporation of NSE by the Pay-in Time for any reason whatsoever, the bid will be liable to be rejected and the Issuer shall not be liable to the successful bidder.

Funds pay-out would be made to the bank account as appearing on the EBP Platform of BSE.

Application by Successful Bidder(s)

All Application Forms, duly completed, must be delivered by the Pay-in Time to the Issuer by the successful bidder(s), to the attention of Mr. S.Q.Ahmad, GM (Fin) at G-5& 6, Sector 10, Dwarka, Delhi India. Applications for the Debentures must be in the prescribed form and completed in BLOCK LETTERS in English and as per the instructions contained therein.

41. FORCE MAJEURE

The Issuer reserves the right to withdraw the issue prior to the Issue Closing Date in the event of any unforeseen development adversely affecting the economic and regulatory environment.

42. APPLICATIONS UNDER POWER OF ATTORNEY

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/ document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the Issuer or to the Registrars or to such other person(s) at such

other address(es) as may be specified by the Issuer from time to time through a suitable communication.

43. APPLICATION BY MUTUAL FUNDS

In case of applications by Mutual Funds, a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the Asset Management Company/ Trustees/ Custodian clearly indicate their intention as to the scheme for which the application has been made.

43. ACKNOWLEDGEMENTS

No separate receipts will be issued for the application money.

45. PAN

Every applicant should mention its Permanent Account Number ("PAN") allotted under the Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application Forms without PAN will be considered as incomplete and are liable to be rejected.

46. SIGNATURES

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of a Bank or by a Magistrate/ Notary Public under his/her official seal.

47. NOMINATION FACILITY

As per extant provisions of law, only individuals holding the Bonds as Sole/Joint holder of Bonds can nominate, in the prescribed manner, a person to whom his/ their Bonds shall vest in the event of his/ their death. Non-individuals including holders of Power of Attorney cannot nominate.

48. RIGHT OF BONDHOLDER(S)

Bondholder is not a shareholder. The Bondholders will not be entitled to any other rights and privilege of shareholders other than those available to them under statutory requirements. The principal amount and interest on the Bonds will be paid to the registered Bondholders only, and in case of Joint holders, to the one whose name stands first. Besides, the Bonds shall be subject to the provisions of NHAI Act, the terms of this Series-I IM and other terms and conditions as may be incorporated in the Bond/ Debenture Trusteeship Agreement and other documents that may be executed in respect of these Bonds.

49. MODIFICATION OF RIGHTS

The rights, privileges, terms and conditions attached to the Bonds may be varied, modified or abrogated with the consent, in writing, of those holders of the Bonds who hold at least three fourth of the outstanding amount of the Bonds or with the sanction accorded pursuant to a resolution passed at a meeting of the Bondholders, provided that nothing in such consent or resolution shall be operative against the Issuer where such consent or resolution modifies or varies the terms and conditions of the Bonds, if the same are not acceptable to the Issuer.

50. FUTURE BORROWINGS

The Issuer shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form as also issue Bonds/ Debentures/ Notes/ other securities in any manner with ranking as pari-passu basis or otherwise and to change its capital structure, including issue of shares of any class or redemption or reduction of any class of paid up capital, on such terms and conditions as the Issuer may think appropriate, without the consent of, or intimation to, the Bondholder(s) or the Trustees in this connection.

51. BOND/ DEBENTURE REDEMPTION RESERVE (“DRR”)

The Corporation is a statutory body constituted under The National Highways Authority of India Act, 1988 and is not a public/ private limited company incorporated under The Companies Act. Therefore, creation of Bond/ Debenture Redemption Reserve is not envisaged for the proposed issue of Bonds. The Corporation has also appointed a Trustee to protect the interest of the Bondholders.

52. NOTICES

All notices required to be given by the Issuer or by the Trustees to the Bondholders shall be deemed to have been given if sent by ordinary post/ courier to the original sole/ first allottees of the Bonds and/ or if published in one All India English daily newspaper and one regional language newspaper.

All notices required to be given by the Bondholder(s), including notices referred to under “Payment of Interest” and “Payment on Redemption” shall be sent by registered post or by hand delivery to the Issuer or to such persons at such address as may be notified by the Issuer from time to time.

53. JOINT-HOLDERS

Where two or more persons are holders of any Bond(s), they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to provisions of Law.

54. DISPUTES & GOVERNING LAW

The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of the competent court of New Delhi, India.

55. INVESTOR RELATIONS AND GRIEVANCE REDRESSAL

Arrangements have been made to redress investor grievances expeditiously as far as possible, the Issuer endeavours to resolve the investor’s grievances within 30 days of its receipt. All grievances related to the issue quoting the Application Number (including prefix), number of Bonds applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at head office of the Issuer. All investors are hereby informed that the Issuer has appointed a Compliance Officer who may be contracted in case of any pre-issue/ post-issue related problems such as non-credit of letter(s) of allotment/ bond certificate(s) in the demat account, non-receipt of refund

order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given elsewhere in this Series-I IM.

Date of Subscription

The Date of Subscription shall be the date of realisation of proceeds of subscription money in the Designated Bank Account as appearing in the EBP Platform of BSE.

Rejection of Applications

The Issuer may reject any application on one or more technical grounds, including but not restricted to:

- Bank account details not given
- Details for issue of debentures in electronic/ dematerialised form not given
- PAN not mentioned in appropriate place
- In case of applications under Power of Attorney by limited companies, corporate bodies, etc. relevant documents not submitted
- In the event that the number of Debentures applied for are not allotted in full, the excess application money of such applicant will be refunded, as may be permitted.

Settlement Process

Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the depositories within 1 (one) day of the Date of Subscription, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful bidder(s).

Within 1 (one) days of the Date of Subscription, the Depositories shall confirm to clearing corporation of BSE for the transfer of debentures in the demat account(s) of the successful bidder(s).

Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the SEBI EBP Circular. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

All other provisions as per SEBI Circular No. SEBI/HO/DDHS/CIR/P/2018/05 dated January 05, 2018, SEBI Circular No. SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 and SEBI Circular No. SEBI/HO/DDHS/CIR/P/2020/198 dated October 5, 2020 shall be applicable and as amended from time to time.