

13. OTHER DISCLOSURES

- (a) Debt Securities shall be considered as secured only if the charged asset is registered with sub-registrar and registrar of companies or Central Registry of Securitisation Asset Reconstruction and Security Interest or depository etc., as applicable or is independently verifiable by the Debenture Trustee;
- (b) Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee:

Fees charged by the Debenture Trustee:

For the purpose of this Issue, the Issuer has agreed to pay to the Bond Trustee sums of Rs 4,00,000./- as the one-time acceptance fee and Rs 4,00,000./- as the annuity fee payable per annum. Terms and conditions of appointment of the Debenture Trustee and the due diligence to be carried out by the Debenture Trustee are further specified in the Debenture Trustee Agreement dated 11.03.2025

Details of security to be created: Please refer to Section 14 of this Key Information Document.

The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the holder(s) of the Debentures and shall further conduct itself, and comply with the provisions of all Applicable Laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Debenture Trustee. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of Companies Act, 2013, SEBI Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, Debenture Trust Deed, Key Issue Document and all other related Transaction Documents, with due care, diligence and loyalty.

The Debenture Trustee shall be vested with the requisite powers for protecting the interest of holder(s) of the Debentures. The Debenture Trustee shall ensure disclosure of all material events on an on-going basis.

The Debentures shall be considered as secured only if the charged asset is registered with the sub-registrar, registrar of companies, CERSAI or depository, as applicable, or is independently verifiable by the Debenture Trustee.

- (c) Due Diligence Certificate – As per the **Annexure J**

14. ISSUE DETAILS**Summary of Key Terms**

Issuer	The Andhra Pradesh Mineral Development Corporation Limited (APMDCL/ Company/ Issuer) is a company within the meaning of the Companies Act 2013, wholly owned by State Government of Andhra Pradesh and is primarily engaged in mining and mineral exploration activities.
Security Name	APMDC Bonds 2025-26
Series	Series I – 2025-26
Business Model	APMDCL is the nodal company of the State of Andhra Pradesh and has been granted the rights for mining and exploration of valuable minerals both within and outside the State of Andhra Pradesh. APMDCL, though fully equipped to carry out integrated mining operations is presently following a model where the mining operations are delegated to

	a selected Mine Developer and Operator (MDO) on a contractual basis after the APMDCL provides them with the mining land free of encumbrances. At present the Company is active in mining Barytes Mineral, along with minor minerals such as Granite, Ball Clay etc. It has also forayed into mining of thermal coal, coking coal, Beach Sand Minerals, Iron ore giving itself a well-diversified product mix. The Company is pursuing an expansion strategy for extraction of minerals from beach sand which has got abundant potential across the State of Andhra Pradesh apart from augmenting its coal mining capacity. The augmentation of capacity for production of minor minerals is being proposed to be implemented through acquisition of quarry leasehold rights and mining rights over 436 new minor mines from the State Government of Andhra Pradesh.
Guarantor	State Government of Andhra Pradesh
Type of Instrument	Senior, Secured, Rated, Listed, Redeemable and Taxable Non-Convertible Debentures (“NCD” or “Debentures” or “Bonds”); supported by Unconditional & Irrevocable guarantee from the State Government of Andhra Pradesh (“GoAP”), in the form of a continuing obligation, for the timely servicing of the interest and principal in respect of such Debentures / Bonds.
Nature and status of Bonds	Secured
Seniority	Senior
Issuance Mode	Private Placement
Issue Size	INR 1,999.98 crores with a green shoe option to retain over subscription of INR 6,999.93 crores i.e. aggregate Issue size of INR 8999.91 crores. The Issuer has accepted bids for subscription of Bonds for an aggregate amount of INR 3489,21,00,000 (Indian Rupees Three Thousand Four Hundred Eighty Nine Crores and Twenty One Lakhs only), comprising of a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs only) along with green shoe option of INR 1489,23,00,000 (Indian Rupees One Thousand Four Hundred Eighty Nine Crores and Twenty Three Lakhs Only).
Option to retain oversubscription (Amount)	INR 6,999.93 crores, out of which issuer has retained over subscription of INR 1489.23 crores.
Issuance in one or more tranches	The aggregate issue size of INR 8999.91 crores as above can be mobilized in one or more tranches by the Issuer. The Bonds issued under each tranche would have inter-se pari-passu status and rights in all respects. However, the interest rate on the different tranches could vary depending upon the coupon discovery at the time of bidding. The State Government has already issued its unconditional & irrevocable guarantee for the entire issue size and as such the said guarantee along with Defined Recourse Mechanism, Security, Escrow and Default Escrow Mechanisms as set out in this term sheet and Transaction Documents shall apply mutatis-mutandis to the Bonds issued under all the tranches within the aggregate amount of INR 9000 crores.

Eligible Investors	(a) Individuals (b) Hindu Undivided Family; (c) trust; (d) limited liability partnerships; (e) partnership firm(s); (f) portfolio managers registered with SEBI; (g) association of persons; (h) companies and bodies corporate including public sector undertakings; (i) scheduled commercial banks; (j) regional rural banks; (k) financial institutions; (l) insurance companies; (m) mutual funds; (n) foreign portfolio investors; and (o) any other investor eligible to invest in the Bonds as per applicable law.																						
Listing	In terms of the SEBI Master circular dated May 22, 2024, the debentures would be listed on NSE within 3 Working Days from the closure of the issue. In the event the Bonds are not listed within the above timeline, the Issuer shall pay additional interest of 1% p.a. over the Coupon Rate for the period of such delay from the date of allotment upto the date of listing.																						
Objects of the Issue	The proceeds from the issue after meeting requirements of creation of debt service reserve and meeting all the issue related expenses would be utilized for the following: a) for prepayment and foreclosure of entire outstanding fund based facilities, by way of loans, that has been availed by the Company from SBI; and b) for payment of consideration to the State Government of Andhra Pradesh towards grant by it to the Company of quarry leasehold rights and mining rights over 436 new minor mineral mines and other corporate purposes.																						
Details of the utilization of the Proceeds	Same as in the “Objects of the Issue”																						
Tenor	2-10 years under 9 different Sub-Series (A to I)																						
Convertibility	Non- Convertible																						
Credit Rating	Provisional IND AA(CE)/Stable from India Ratings and Research and Provisional ACUITE AA CE Stable from Acuite Ratings & Research																						
Maturity	The Issue size of amount not exceeding INR 8,999.91 crores would comprise of 9 Sub-Series (A to I) of sequentially redeemable Bonds in equal quarterly instalments. Each of the Sub-Series A to I would be redeemable in 4 equal quarterly instalments of 2.7777% each of the aggregate issue size with the maturity of Sub-Series A commencing from the end of 5th servicing quarter from the date of allotment. Similarly, redemption of Sub-Series B would commence from the end of 9th servicing quarter and so on as per the cash flow.																						
Redemption Date		<table><tr><th>Sub-Series</th><th>Maturity Date</th></tr><tr><td>A</td><td>Friday, 7 May, 2027</td></tr><tr><td>B</td><td>Tuesday, 9 May, 2028</td></tr><tr><td>C</td><td>Tuesday, 8 May, 2029</td></tr><tr><td>D</td><td>Tuesday, 7 May, 2030</td></tr><tr><td>E</td><td>Friday, 9 May, 2031</td></tr><tr><td>F</td><td>Friday, 7 May, 2032</td></tr><tr><td>G</td><td>Monday, 9 May, 2033</td></tr><tr><td>H</td><td>Tuesday, 9 May, 2034</td></tr><tr><td>I</td><td>Tuesday, 8 May, 2035</td></tr></table>	Sub-Series	Maturity Date	A	Friday, 7 May, 2027	B	Tuesday, 9 May, 2028	C	Tuesday, 8 May, 2029	D	Tuesday, 7 May, 2030	E	Friday, 9 May, 2031	F	Friday, 7 May, 2032	G	Monday, 9 May, 2033	H	Tuesday, 9 May, 2034	I	Tuesday, 8 May, 2035	
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Redemption Premium /Discount	N.A.																						

Issue Price	At Par (INR 1 Lakh) per Bond
Face Value	INR 1 lakh
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put option Date	N.A.
Put option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Minimum Application and in multiples of Debt securities thereafter	Minimum subscription of INR 9 lakhs (comprising 1 Bond of INR 1 lakh face value in each Sub-Series A to I) and in multiples thereof.
Minimum Subscription for each Investor	Same as mentioned above
Coupon Rate	9.30 % per annum
Coupon Payment Frequency	Quarterly
Coupon Type	Fixed
Day Count Basis	“Actual/ Actual” basis All interest on Refunded Amount, penal interest, interest on application money, delay/ default interest shall be computed on an “actual/actual basis”. Where the period for which such amounts are to be calculated (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.
Step Up/Step Down Coupon Rate	N.A.
Cumulative / non-cumulative, in case of dividend	NA
Coupon Reset Process	N.A.
Interest on Application Money	Interest at appropriate coupon rate (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) will be paid to all the applicants on the Application Money for the Debentures from the date of realization of Application Money up-to one day prior to the Deemed Date of Allotment.
Default Interest Rate	a. In the event the security stipulated is not created and perfected within the timelines as stipulated in the column titled ‘Security’, additional interest of 2% (two percent) per annum or such higher rate as may be prescribed by law, shall be payable on the principal amount of the Debt Securities till the date of creation and perfection of the security interest. b. In case of delay in listing beyond 3 (three) Working Days from the Issue Closing Date, the Company will pay additional interest of 1% p.a. over the Coupon Rate to the Debenture Holders from the date of allotment till the listing of Debt Securities. c. Delay in Execution of Trust Deed: In case the Issuer has failed to execute this Deed within the time period specified by SEBI; the Company shall pay additional interest of 2% p.a. (two per cent) per annum (or such other rate as specified by SEBI) over and above the

	Coupon Rate on the face value of the Debentures, from the date of such non-compliance till the date of execution this Deed.
Listed/ unlisted	Listed
Basis of Allotment (if any)	N.A.
Issuance mode of the Instrument	Demat mode
Trading mode of the Instrument	Demat mode
Settlement mode of the Instrument	Payment of Interest and Redemption Amount of the Debentures shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ ECS/ RTGS/ NEFT or any other online payment mechanism allowed by the Banks
Manner Of Allocation	Multiple Yield
Bid Book Type	Closed
Manner Of Settlement	Through NSCCL
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL)
Settlement	Demat Only
Effect of holidays	#In terms of the SEBI Master Circular dated May 22, 2024: 1. 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 other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday. 2. If the Redemption Date and Coupon Payment Date of the debentures falls together on a day that is not a Working Day, the redemption proceeds shall be paid by the Issuer on previous Working Day along with interest accrued on the debentures until but excluding the date of such payment.
Record Date	15 days prior to Redemption Date or Coupon Payment Date as the case may be. In the event the Record Date falls on a day which is not a Working Day, the immediately succeeding Working Day will be considered as the Record Date.
Structure related Covenants of the Issuer	- Unconditional and Irrevocable Guarantee from State Government of Andhra Pradesh for timely servicing of Interest and Principal in respect of Bonds. - Maintenance of Debt Service Reserve Amount (DSRA) to the extent of fully covering the peak servicing requirements for 2 quarters as a liquidity support. - Entire revenue of the Issuer from all activities to be collected in a single account – Revenue Collection Account. - Stipulation for invocation of Government Guarantee for impairment of DSRA if not remedied within 30 days of stipulated timelines with activation of Defined Recourse Mechanism and ensuring Default Escrow Mechanism on the Revenue Collection Account remaining active till DSRA replenishment gets completed. - Stipulation for invocation of Government Guarantee in case of an Event of Default, if settlement of entire liabilities not effected within stipulated timelines with activation of Defined Recourse Mechanism and of the Default Escrow Mechanism on the Revenue Collection Account in the post invocation scenario.

Revenue Collection Account under Default Escrow Mechanism	The Issuer would be required to open a designated account APMDCL Revenue Collection Account or RCA and ensure through an irrevocable undertaking that the entire revenue of the Issuer accruing from whatsoever activity would be deposited only in this account, either directly or through an irrevocable standing instruction to any other collection account(s) of the Issuer to transfer the entire collection to RCA on a day-to-day basis. The Issuer would need to give an undertaking that any violation of this arrangement including opening of any new account(s) for Revenue Collection under whatsoever condition would be treated as an Event of Default unless the said violation is fully remedied within next 3 Working Days. These undertakings from the Issuer would be an integral part of the Debenture Trust Deed and to be monitored by the Debenture Trustee on a regular basis. The waterfall mechanism of the Revenue Collection Account to be followed would be as below: 1. Statutory dues and taxes 2. Servicing of the bonds (including stipulated monthly transfer to BSA and DSRA replenishment) 3. Payment for all operating expenditures 4. Payment for all overheads 5. Surplus, after meeting the above, can be utilised by the Issuer, after the closure of the concerned financial year, subject to the condition that the DSCR for the relevant financial year is computed and found to be 1.25 or above else the same would need to be transferred to Contingency Reserve Account. The RCA would be under a Default Escrow Mechanism. The above waterfall would be followed under normal conditions. However, once the Default Escrow Mechanism is enforced, all the revenue getting collected in the RCA would be directly transferred to BSA/DSRA till such time all the liabilities of the issuer in respect of the Bonds are fully met.
Bond Servicing Account (BSA)	The Issuer would be required to open a designated escrow account - “APMDCL BOND SERVICING ESCROW ACCOUNT” or “BSA” exclusively charged to the Debenture Trustee (for the benefit of the Bond holders). All funds for meeting servicing requirements of the Bonds should be credited within a specified timeline prior to the servicing date in the BSA. This would be a regular Escrow Account and all funds in this account would be solely utilised for servicing the Bonds throughout their tenor.
Debt Service Reserve Account (DSRA)	The Issuer would be required to open a designated escrow account - “APMDCL DEBT SERVICE RESERVE ESCROW ACCOUNT” or “DSRA” exclusively charged to the Debenture Trustee (for the benefit of the Bond holders). An amount equivalent to the peak servicing obligation (Interest plus Principal) of the outstanding Bonds for two quarterly payouts (falling due at the end of 5th and 6th quarter from the deemed date of allotment) would need to be maintained by the Issuer in the DSRA and the amount so calculated would need to be deposited on first priority basis out of the issue proceeds.

	Further, as the servicing liability would progressively come down after the peak, the Issuer would be permitted to take out the excess amount of DSRA progressively after obtaining approval of the Debenture Trustee, subject to no unresolved breach of any covenants. The DSRA would be in the form of cash or cash equivalent (deployed in permitted investments) and would remain charged in favour of the Debenture Trustee.
Contingency Reserve Fund	The Company would be required to open a designated escrow account - Contingency Reserve Account (CRA) where no funding is required initially. In the years where the DSCR at the annual computation is found to be below 1.25 times, the surplus (after meeting all expenses and tax payouts) for that particular year would be credited directly from the Revenue Collection Account to CRA without allowing the company to utilise the said surplus. The Company would be free to utilise the annual surplus in the years where the DSCR computed annually is above 1.25 times. However, any amount once transferred and lying in the Contingency Reserve Fund would be released only after DSCR remains at or above 1.25 times for minimum 2 consecutive years subject to the condition that there is no impairment of DSRA under both the conditions. DSCR would be tested annually at the end of each financial year and would be the ratio of surplus before interest depreciation but after tax to the total servicing obligation for the year (interest plus principal). This transfer of surplus from the Revenue Collection Account and the balance from the CRA as stipulated above would be allowed once at the expiry of the concerned financial year subject to the satisfactory compliance of the conditions aforesaid including completion of annual DSCR computation and the same being found to be above 1.25 times.
Permitted Investments	The funds in BSA, DSRA and CRA till such time being utilized would be allowed to be invested in permitted investments i.e. (a) Fixed Deposits with Scheduled Commercial Banks with a minimum Credit Rating of AA, without any restriction on premature encashment whenever called upon and/ or (b) Units of liquid mutual funds or overnight mutual funds and corporate bonds of public sector undertakings, having the highest possible investment grade rating. These investments are to be charged in favour of the Debenture Trustee. These investments would be made & liquidated by the Debenture Trustee as per the instruction of the Issuer from time to time. However, any investment of funds of BSA, other than in Bank FDs would be compulsorily liquidated by the Trustee on T-3 days, if not liquidated earlier. The investment in Bank FDs, out of funds lying in BSA should have a maturity date at least 1 day prior to the forthcoming Bond servicing date. In case of any shortfall of funds to meet servicing requirement persisting in the BSA on T-10 day, the Debenture Trustee should ensure availability

	of adequate funds to meet such shortfall in cash form in the Contingency Reserve Fund and DSRA, if required, through need-based liquidation of investments/ fixed deposits made from the Contingency Reserve Fund and DSRA, as the case may be.
Structured Payment Mechanism	The Issuer would ensure that on the first Working Day of every quarterly servicing cycle, an amount equivalent to 30% of the requisite servicing amount should get transferred from RCA to the BSA. The Company should further transfer an amount equivalent to 35% of the quarterly servicing requirement both by T-60 and T-30 (i.e. 60 and 30 days prior to the servicing date) to BSA from the RCA so as to ensure full built up of servicing amount payable at-least 30 days prior to the relevant quarterly servicing date (T-30). The Debenture Trustee should independently check whether the requisite amount of funds has been transferred to BSA on the next Working Days in all the above cases and in case of any shortfall in amounts transferred, must immediately enforce the Default Escrow arrangement on RCA, which shall remain in force till the entire built up of the particular cycle gets completed. In the event of Debenture Trustee finding any shortfall during the monitoring on T-29 days, it shall immediately send a written communication to the State Government to provide fund support for meeting the shortfall. A provision in the Guarantee Deed would specifically stipulate a pre-invocation responsibility of the State Government to bridge this shortfall on or before T-9 (Final Funding Date) to prevent any DSRA impairment and consequential invocation of the guarantee. In case the shortfall in BSA still persists on T-5 day, such shortfall would be met by transferring requisite funds firstly from CRA to the extent available and further amount if required from DSRA to BSA. On the due date, the payout would be made to the Bond holders from BSA.
Description regarding Security (where applicable) including type of security (movable /immovable / tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation	The Bonds would be secured by way of: 1) Exclusive Charge on the Bond Servicing Account and the amount credited therein and which are required to be credited therein, which shall be utilized only for servicing of the bonds on quarterly servicing dates. 2) Exclusive Charge on the DSRA and CRA Account and the funds lying there-in. 3) Exclusive charge on the Revenue Collection Account and the amount accruing / lying there-in. 4) Exclusive Charge by way of hypothecation (along with power of attorney) over quarry leasehold rights and mining rights of 436 identified mines of minor minerals projects granted by the State Government of Andhra Pradesh, including any replacement thereof as well as all cash flows arising therefrom. Valuation of such mining rights would be determined on the basis of the net present valuation of projected future cash flows arising out of the estimated mineral reserves available in such mines. 5) Exclusive floating charge, by way of hypothecation over all the current assets of the Company, including receivables, both present and future. 6) Unconditional & Irrevocable guarantee from the State Government of Andhra Pradesh ("GoAP"), in the form of a continuing obligation for

	the timely servicing of the interest and principal in respect of the Debentures / Bonds. The value of quarry leasehold rights and mining rights of 436 identical mines of minor minerals projects, as stated in point 4 is estimated to be of an amount Rs 9637 crores. These accounts would be governed by an Escrow Agreement and the charge on such accounts and Permitted Investments made therefrom will be created through a Deed of Hypothecation in favour of the Debenture Trustee, immediately after allotment of debenture and prior to making application for listing. The above charge would be filed with the office of the concerned Registrar of Companies and Central Registry of Securitisation Asset Reconstruction and Security Interest ("CERSAI"). It should be ensured that the value of security at any point of time should be sufficient to provide a cover of at least 1 time on the outstanding liabilities. The Debenture Trustee shall obtain the valuation and security cover certificate of the available Security on a quarterly basis by itself or through its empanelled agency. The Issuer shall also provide security cover certificate from its statutory auditor on a quarterly basis. Further, the Issuer shall submit to the Debenture Trustee the valuation of underlying mineral deposits in the identified mines once in every three years. If the security cover of the assigned charge on the mining rights over the identified mines as per valuation method described above along with funds lying to the credit of the BSA, DSRA, CRA and Revenue Collection Account falls below 1 time, the Issuer shall provide additional security in a form and manner, in consultation with and to the satisfaction of the Debenture Trustee to fully restore the security cover.
Replacement of security, interest to the debenture holder over and above the coupon rate	The Company shall have the right to replace any asset from the security package with another asset of the same or a higher value as acceptable to the Debenture Trustee and shall ensure that the minimum-security cover of 1 time shall be maintained until the redemption of the Bonds.
Permitted Indebtedness	The Issuer would be permitted to raise a maximum debt of INR 9,000 crores through issue of Bonds in one or more series/tranches and no other external senior liability till the DSCR is found to be above 1.5 times. However, there would be a separate limit for availing bank guarantee which would be unconditionally and irrevocably guaranteed by the State Government of Andhra Pradesh and without any recourse to the company. As of now the limit has been fixed at INR 906.52 crores, for which the State Government has given its unconditional and irrevocable guarantee. The Bank Guarantee limit, if required, can be enhanced subsequently subject to the same being unconditionally and irrevocably guaranteed by the State Government of Andhra Pradesh and without any recourse to the company, and furnishing of the relevant guarantee deed to the Debenture Trustee. If DSCR of the Issuer is found to be in excess of 1.50 times at the end of any financial year, it would be allowed to raise further direct liabilities (having recourse to the Company) only as per its requirements from time to time, subject to the condition that the aggregate external direct liability

	(including all forms of guarantee obligations, if provided by the Company) should at all times be restricted to an amount such that the minimum Debt Servicing Coverage Ratio remains atleast 1.50 times throughout the tenure of the Bonds. All direct liabilities raised would enjoy pari-passu status in all respects including but not limited to seniority, State Government guarantee (including Defined Recourse Mechanism), security and servicing priority and circumstances triggering enforcement of Default Escrow Mechanism and Event of Default. However, in the event of any subsequent liability being raised on more favorable terms, the same shall apply, mutatis mutandis to all the series of the Bonds.
Collateral Support Structure	The Bonds would have further collateral support by way of unconditional and irrevocable guarantee from the State Government of Andhra Pradesh, in the form of a continuing obligation for the timely servicing of interest and principal of the Bonds. The Issuer has already paid the necessary fees to the State Government for providing the guarantee. The Guarantee Deed would also provide for necessary fund infusion in the DSRA, in the event of its impairment and in the case of Event of Default, provision of funding to the extent as called upon by the Debenture Trustee through DSRA shortfall/ Event of Default notice, within stipulated timelines, failing which the Debenture Trustee would issue the Guarantee Invocation Notice, for invocation of guarantee. The Guarantee Deed shall also contain a provision stipulating a pre-invocation responsibility of the State Government to bridge the shortfall in the BSA on or before T-9 to prevent any DSRA impairment and consequential invocation of the guarantee. The State Government of Andhra Pradesh has further agreed and confirmed that in case any of the 436 new minor mines are not operational for any reason whatsoever, the State Government of Andhra Pradesh shall undertake all required steps and do all such acts as may be required to replace such relevant non-operational minor mineral mines, with new minor mineral mines which have net present value of future cash flows of such amounts as are not less than the net present value of future cash flows of the relevant non-operational minor mineral mines and undertake all steps for the grant of the quarry leasehold rights and mining rights in respect of such replaced minor mineral mines.
Remedial Action for shortfall due to DSRA impairment	The Debenture Trustee would check the adequacy of funds available in the DSRA on the first day of every quarterly servicing cycle. In the event of any shortfall in DSRA due to impairment on account of transfer of funds to BSA or for any other reason, the Debenture Trustee would send DSRA Shortfall notice to GoAP on the next day stating that if the amount is not fully replenished within the next 30 days, the guarantee would be invoked to the extent of such shortfall along with simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario. The Debenture Trustee should also ensure that the Default Escrow Mechanism on RCA remains in force till all the irregularities including requisite DSRA replenishment get completely remedied. If DSRA is not fully restored at the expiry of aforesaid 30 days, the Debenture Trustee would invoke the guarantee to the extent of such

	shortfall on the next Working Day through issue of Guarantee Invocation Notice, along with simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario. This process of Guarantee invocation, triggering of Defined Recourse Mechanism in the post invocation scenario, can happen multiple times if situation so warrants during the tenure of the Bonds. Defined Recourse Mechanism means that if there is any shortfall in DSRA / BSA upon the expiry of stipulated time period, the Debenture Trustee can invoke the guarantee to the extent of such shortfall, along with triggering of the direct debit mandate issued by the GoAP to the RBI, to request RBI to meet such shortfall from the accounts of the GoAP maintained with it.
Transaction Documents	1. Offer Documents – GID, KID and PAS-4 2. Debenture Trustee Agreement 3. Debenture Trust Deed 4. Deed of Guarantee cum Undertaking 5. Deed of Hypothecation, along with power of attorney 6. Accounts Agreement 7. Undertaking by the Issuer for not creating any encumbrance or disposing any of its existing mining rights. 8. Relevant Orders issued by the State Government of Andhra Pradesh. Such other documents as may be specified as transaction documents by the Debenture Trustee. In the event of any discrepancy(ies) amongst the transaction documents, the debenture trust deed would always prevail.
Conditions Precedent to Disbursement	1. Receipt by the Debenture Trustee of a copy of the Issuer's Constitutional Documents, each certified to be a true copy of the original, by the Issuer's director or its company secretary. 2. Receipt by the Debenture Trustee of a certified true copy of the resolutions of the Board (including any committee thereof) of the Issuer: (a) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party; (b) appointing the Debenture Trustee; (c) creating the Security over the Secured Properties; (d) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf; and (e) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including a subscription request certificate) to be signed and/or dispatched by it under or in connection with the Transaction Documents to which it is a party. 3. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the terms of and creation of security(ies) to secure the Bonds, pursuant to Section 180(1)(a) of the Act. 4. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the borrowing limits of the Issuer under Section 180(1)(c) of the Act. 5. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the issue of the Bonds, on private placement basis, pursuant to the provisions of Sections 42 and 71 of the Act, if applicable.

	6. Receipt by the Debenture Trustee of a specimen of the signature of each person authorised by the resolution referred to in clause 2 above. 7. Receipt by the Debenture Trustee of a certificate from the company secretary / an authorised signatory of the Issuer certifying that the borrowing, guaranteeing, or collateralizing of the Bonds (as applicable) and other related amounts under the Transaction Documents would not cause any borrowing, collateralizing, guaranteeing or similar limit (as applicable) binding on the Issuer to be exceeded. 8. The Issuer shall have uploaded the Offer Documents, in a form agreed between the Parties, to the satisfaction of the Debenture Trustee, on the EBP platform. 9. Execution by the Issuer of the Transaction Documents (other than those required to be executed as Condition Subsequent), and such other documentation as may be required by the Debenture Trustee. 10. Receipt by the Debenture Trustee of the provisional rating letters and respective rating rationales from the Rating Agencies, issued to the Issuer in respect of the Bonds. 11. Receipt of the consent letter from the Debenture Trustee by the Issuer, and execution of agreement with the Registrar and Transfer Agent and depository. 12. Receipt by the Issuer of in-principle approval from the Designated Stock Exchange. 13. Receipt by the Debenture Trustee of certified copies of the Government Orders (in English), certified by the Issuer. 14. The Issuer shall have submitted to the prospective Bond Holders / Debenture Trustee, all required documents for the purpose of satisfying its respective 'know your client' requirements (including specimen signatures of the authorized signatories). 15. Receipt by the Debenture Trustee of evidence that the fees, costs and expenses then due from the Issuer or required for the Issue or execution of the relevant Transaction Documents (including stamp duty for dematerialization of the bonds) pursuant to this Deed have been paid. 16. Receipt by the Debenture Trustee of evidence of the Issuer having received the International Securities Identification Numbers (ISIN(s)) in relation to the Bonds. 17. Receipt by the Debenture Trustee of evidence the Issuer having filed: (i) the board resolution in terms of clause 2 above, and (ii) the shareholders' resolutions in terms of clause 3, 4, and 5 above with the relevant registrar of companies. 18. Receipt by the Debenture Trustee of evidence of the Issuer having opened the Bond Proceeds Account. 19. Receipt by the Debenture Trustee of evidence of the Issuer having opened the Accounts. 20. Receipt by the Debenture Trustee of a certificate of an authorised signatory of the Issuer, in a form and manner satisfactory to the Debenture Trustee, <i>inter alia</i>, certifying that: (a) no Event of Default or potential event of default has occurred and is continuing, and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents, (b) there is no material adverse effect, and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a material adverse effect on the Issuer,
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	(c) proceeds of the Bonds shall be utilised in accordance with the Transaction Documents, (d) the Issuer is and will be, after issuance of the Bonds, in full compliance with all provisions of the Transaction Documents, its charter, any document to which it is a party or by which it is bound, and any laws applicable to it, (e) no proceedings have been initiated or are pending against the Issuer under the Income Tax Act, 1961, which will have Material Adverse Effect on the Issuer, (f) no notice has been served on the Issuer in terms of Rule 2 of the Second Schedule to the Income Tax Act, 1961, and (g) no material claims have been received in respect of any tax or any other sum payable by the Issuer as a result of completion of any proceedings under the Income Tax Act, 1961. 21. Receipt by the Debenture Trustee of a certificate from an independent practicing-chartered accountant under the provisions of the Section 281 of the Income Tax Act, 1961. 22. Receipt by the Debenture Trustee of any and all other authorisations, documents / certificates as may be required by the Debenture Trustee. 23. Receipt by the Debenture Trustee of a copy of the pre-authorization letter given by the Issuer to Account Bank in respect of the account from which the servicing of the Bonds shall be undertaken. 24. Receipt by the Debenture Trustee of the No Objection Certificate(s) (NOC(s)) provided to the Issuer by each of the Existing Identified Lenders, conveying, <i>inter alia</i>, its/their 'no objection' / granting consent to the Issuer borrowing monies by way of the issuance of the Bonds and/or creating Security Interest over the Secured Properties for securing the Secured Obligations, in a form and manner acceptable to the Debenture Trustee. 25. The Debenture Trustee shall have provided a copy of the due diligence certificate issued by the Debenture Trustee, submitted to the Designated Stock Exchange in the prescribed format set out in the applicable SEBI Regulations (as amended from time to time). 26. Receipt by the Debenture Trustee of the following draft Transaction Documents in agreed form: (i) the Debenture Trust Deed, (ii) Negative Lien Undertaking, and (iii) Deed of Hypothecation (with Power of Attorney). 27. Receipt on an undertaking from the issuer that it has issued irrevocable standing instruction in respect of all its banking amount where any collection is taking place to transfer the same to RCA on a daily basis; any violation of this arrangement if not remedied within 3 Working Days would be an Event of Default. 28. Receipt by the Debenture Trustee of a copy of the direct debit mandate letter issued by the State Government of Andhra Pradesh to the RBI in accordance with the terms of the Deed of Guarantee cum Undertaking. 29. Receipt by the Issuer of the written consent of the Director of Mines and Geology, Andhra Pradesh / relevant Deputy Director of Mines and Geology in charge of the region(s) for the creation of Security Interest by way of the Deed of Hypothecation.
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Conditions Subsequent Disbursement to	1. The deposit of the Debt Service Reserve Amount in the Debt Service Reserve Account within 1 (one) day of the Deemed Date of Allotment from and out of the Subscription Amounts, on a first priority basis (i.e., before any other utilisation of the Subscription Amounts for any other purpose), and provision of documentary evidence by way of a copy of the Debt Service Reserve Account statement certified by the Account Bank, confirming that the requisite Debt Service Reserve Amount has been credited to the Debt Service Reserve Account, within 1 (one) day of the Deemed Date of Allotment. 2. Execution of the Debenture Trust Deed and Deed of Hypothecation (with Power of Attorney) and creation of charge over the Secured Properties in favour of the Debenture Trustee (for the benefit of the Bond Holders) within 3 (three) Working Days from the Issue Closing Date, and in any event, prior to filing the listing application before the Designated Stock Exchange for obtaining the final listing approval in relation to the listing of Bonds. 3. Within 3 (three) Working Days from the date of execution of the Debenture Trust Deed, receipt by the Debenture Trustee of a legal opinion, issued by legal counsel in agreed form. 4. Within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation: a) filing of Form(s) CHG-9 with the relevant registrar of companies by the Issuer, pursuant to Section 77 of the Act; b) delivery to the Debenture Trustee by the Issuer of the certified true copy of the Form(s) CHG-9 filed by the Issuer, along with an acknowledgement and challan of the same by the relevant registrar of companies; c) delivery to the Debenture Trustee by the Issuer of certified true copy of the certificates of registration of charge issued to the Issuer by the relevant registrar of companies; and d) filing by the Debenture Trustee of the details of the Security created pursuant to the Deed of Hypothecation with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). 5. No later than 5 (five) Working Days from the Deemed Date of Allotment, the Issuer shall submit evidence of the credit of the Bonds in the specified dematerialized account(s) of each of the Bond Holders. 6. Within 30 (thirty) days of the Deemed Date of Allotment, the Issuer shall provide an end use certificate in relation to the utilization of the Subscription Amounts, certified by an independent chartered accountant. 7. Within 3 (three) working days of the Issue Closing Date, providing the final listing approval from the Designated Stock Exchange in respect of listing of the Bonds on the wholesale debt market segment of the Designated Stock Exchange. 8. Within 7 (seven) days of Deemed Date of Allotment, the Issuer shall provide certified copy of all corporate actions approving and allotting the Bonds. 9. Within 2 (two) working days of Deemed Date of Allotment, the Issuer shall credit the Bonds into the dematerialized accounts of the Bond Holders. 10. Within 15 (fifteen) days of Deemed Date of Allotment, the Issuer shall enter the name of the Debenture Holders in the Register of Debenture Holders.
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	11. Within 30 (thirty) days from the Deemed Date of Allotment, the Issuer shall provide evidence of filing of a return of allotment on the issue of the Bonds in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, (as amended from time to time) by the Issuer. 12. Within 30 (thirty) days from the Deemed Date of Allotment, the Issuer shall provide evidence of maintenance of a complete record of the private placement offers in Form PAS-5 maintained by the Issuer in accordance with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, (as amended from time to time). 13. Within 15 (fifteen) days from the Deemed Date of Allotment, the Issuer shall have paid all fees, costs, charges and expenses (to the extent such costs, charges and expenses have been incurred in accordance with the relevant agreement) payable to or incurred by the Debenture Trustee, guarantee commission, arranger or advisors and any solicitors, advocates, company secretaries or consultants used by any of them in connection with the issuance and placement of the Bonds, creation and registration of the security interest created pursuant to any Transaction Documents with the relevant registrar(s) of companies, compilation of search/status reports and other similar matters. 14. Receipt by the Debenture Trustee of the final rating letter from the Rating Agencies. 15. Receipt by the Debenture Trustee, to its satisfaction, of evidence that the RBI has duly acknowledged and agreed to the direct debit mandate letter, within 10 (ten) Working Days from the Deemed Date of Allotment of the Bonds.
Creation recovery of expense fund	The Issuer shall create the Recovery Expense Fund for a maximum limit of INR 25,00,000 (Indian Rupees Twenty-Five Lakh only) in accordance with the SEBI REF Circular with the Stock Exchange.
Event of Default	Customary to a facility to this nature including but not limited to the following: i. Non- payment of any bond servicing obligation on due date. ii. Any failure on behalf of issuer to perform or comply with one or more of its material obligations in relations to the Bonds issued in pursuance of terms and conditions stated in the Offer Documents and Debenture Trustee Agreement which in opinion of the Trustee is incapable of remedy. iii. Breach of contractual agreement given by the State Government if not remedied as mentioned above with 30 (thirty) working days. iv. Failure to honour State Government Guarantee invoked for DSRA replenishment within stipulated timelines. v. Application for initiation of any insolvency proceedings against the Issuer under any applicable bankruptcy / insolvency / winding up or other similar law (including the IBC) filed anytime during the pendency of the bonds and not stayed or dismissed within 7 (seven) days from the date of such filing. vi. Failure to perform material obligations under Transaction Documents. vii. Breach of State Government Guarantee, Debenture Trust Deed, Disclosure Document, Accounts Agreement, Hypothecation Deed and any other Transaction Documents which in the opinion of the Trustee is incapable of remedy.

	viii. The occurrence of any event or circumstances which is prejudicial to or imperils or depreciates the Security given to the Debenture Trustee materially; ix. Failure to create and / or perfect Security, Security ceasing to be valid first ranking security or the asset coverage ratio in respect of security falls below 1 time and the same is not replenished within a period of 30 days; x. Supply of misleading information; xi. Issuer ceasing or threatening to carry on its business; xii. The liabilities of the Issuer exceed the assets of the Issuer, indicating the inability of the Issuer to discharge the Secured Obligations; xiii. Expropriation of all or any material assets of the Issuer; xiv. Alteration of constitutional documents of the Issuer in a manner which is prejudicial to the interest of the Bond holders; xv. Any authorization / clearances is not received or is revoked, terminated, withdrawn, suspended, modified, withheld or ceases to be in full force; xvi. It is or becomes unlawful or illegal for the Issuer to perform or comply with any of its obligations under any Transaction Document and such default, if capable of being remedied, is not remedied within 90 (ninety) calendar days; xvii. Issuer/ State Government fails to perform its obligations under the Transaction Documents; xviii. Breach/ non-creation of any Security, within stipulated time frame, unless extended with mutual consent with the Debenture Trustee. xix. Breach of the terms of the Transaction documents and occurrence of any other event, which are likely to result, or which can have/ shall have material adverse effect. xx. Breach of undertaking requiring daily transfer of funds from all collection accounts to RCA if not remedied within 3 days. xxi. Issuer or any of their directors are included in RBI's wilful defaulters (except nominee directors nominated by any financial institution). In case an independent director is included in wilful defaulter list the company shall ensure that the director is replaced promptly. xxii. Rating suspension/ withdrawal by any of the rating agency if not remedied within 90 days. xxiii. Any other conditions as may be stipulated in the Debenture Trust Deed. Except for any specific cure period provided above, the above events shall have a cure period of 30 days, other than for defaults in servicing and non-replenishment of DSRA within stipulated timelines where no cure period shall be provided. For the details of events of default, please refer to the annexures of the Key Information document. The remedies available to the Debenture Trustee upon occurrence of an event of default shall be set out in the Debenture Trust Deed.
Remedies	In the event of occurrence of the EOD mentioned above, the Debenture Trustee shall accelerate the maturity of the bonds and declare all the amounts outstanding on the bonds (including, but not limited to any coupon accrued thereon) and other Secured Obligations as on that day to be immediately due and payable and on the next working day 1) Ensure that the Default escrow Mechanism on RCA is in force and the full Revenue collection getting transferred to BSA for meeting default servicing obligation.

	2) Give final notice to the State Government of Andhra Pradesh clearly stating its intention to invoke the Guarantee and enforce its rights under the Deed of Guarantee if the entire accelerated dues as mentioned above are not paid within a period of 30 (Thirty) days from the date of such notice. Upon continuation of such event, beyond the time stipulated above, the Debenture Trustee should invoke the Guarantee of the State Government of Andhra Pradesh on the next working day through issue of Guarantee Invocation Notice and simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario. 3) Initiate legal recourse against the Issuer for recovery of dues and undertake all actions and proceedings as may be required for such purposes. 4) The invocation of Security and Guarantee as well as enforcement of Default Escrow Mechanism for any default would cover the entire liabilities remaining outstanding in respect of the Bonds pursuant to accelerated redemption as mentioned above. Though both processes might be initiated simultaneously, once the requisite amount of outstanding dues are deposited in the BSA for full and final redemption, the Default Escrow Mechanism on RCA would be relaxed with immediate effect and there would be no further obligation on the Guarantor / Issuer. Prior to invocation of the Guarantee, the obligations with respect to servicing of the Bonds shall be solely upon the Issuer and the liability of the Guarantor shall not be direct but contingent to the terms of invocation set out in the Guarantee Deed. Upon invocation of the guarantee, the Guarantor (State Government of Andhra Pradesh) shall be construed as a principal debtor and would be directly and primarily liable for discharge of the obligations with respect to the Bonds and hence such invoked liability till full extinguishment would become a direct and primary liability of the State Government and shall be treated at par with all other liabilities of the Guarantor.
Provisions related to Cross Default Clause	N.A.
All Covenants of the Issue	The Issuer shall give the following undertakings: (i) maintenance of corporate existence. (ii) compliance with applicable laws. (iii) no change of business other than as may be permitted under the terms of the Debenture Trust Deed. (iv) creation of security and maintenance of security cover as per applicable law (v) compliance with information covenants including submission of financial results and providing compliance certificate as agreed under the Debenture Trust Deed (vi) Intimation to the Debenture Trustee prior to undertaking or entering into any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Issuer (vii) to enter into / execute the relevant lease agreement(s) and all other documents, deeds, notices, letters, agreements, declarations, undertakings, instruments and forms as may be required in relation to or in connection with or for the purposes of the quarry leasehold rights and mining rights over the 436 new minor mineral projects, including any replacement thereof, (viii) undertake all steps for receipt of all necessary clearances from relevant authorities (including without limitation, required

	approvals from the relevant District Mines & Geology Officer (DMGO) / Divisional Mines & Geology Officer (Div. MGO)), as required under the APMMC Rules and other applicable laws. (ix) Compliance with all terms of the Transaction Documents; (x) Listing of Bonds within timelines prescribed under applicable laws; (xi) No modification to the structure of Bonds without prior approvals as required under Applicable Laws; (xii) No wilful defaulter on the Board; (xiii) No modification to the Constitutional Documents which imposes restrictions on the Issuer in complying with its obligations under the Transaction Documents; (xiv) Not to sell, assign, transfer, dispose off its business undertakings or assets or Secured Properties; (xv) No change in financial year end date unless required by law; (xvi) Full disclosure in respect of Use of proceeds in the Offer Documents; (xvii) Not to create any encumbrance without prior approval of the Debenture Trustee except as provided in the Transaction Documents; (xviii) Preservation of corporate existence and status; (xix) not do or voluntarily suffer any act which restricts right to transact its business; (xx) Timely payment of all applicable dues; (xxi) Secured Properties to be adequately insured; (xxii) Intimate Debenture Trustee of all orders, directions, notices of a court or tribunal that may affect the Issue or Secured Properties; (xxiii) Maintenance of Asset Coverage Ratio; (xxiv) Compliance with anti-Bribery and Corruption Law; (xxv) Maintenance of Internal Controls; (xxvi) Information Covenants in compliance with applicable laws and as agreed with the Debenture Trustee as detailed in the Key Information Document; (xxvii) Further Assurances; (xxviii) Additional covenants primarily relating to credit of securities, payment obligations and other covenants relating to the Bonds; (xxix) Pre-authorization to Debenture Trustee to seek redemption payment related details from Account Bank; (xxx) Confirmation that the State Government of Andhra Pradesh will make payments under the Deed of Guarantee cum Undertaking free from any withholding or deduction into the Bond Servicing Account and/or the Debt Service Reserve Account (as the case may be); (xxxi) State Government of Andhra Pradesh shall not amend, withdraw, revoke or alter the written instructions in relation to the defined recourse mechanism; (xxxii) State Government of Andhra Pradesh shall ensure that the all payment instructions provided by the Debenture Trustee under Defined Recourse Mechanism are honoured; (xxxiii) State Government of Andhra Pradesh shall not (i) dissent to the instructions of the Debenture Trustee, and / or (ii) do any action which may prevent the Defined Recourse Mechanism to be undertaken on the instructions of the Debenture Trustee; (xxxiv) Any change in shareholding of the Issuer shall be as per the covenants as per Annexure L of the Key Information Document;
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	(xxxv) Issuer to ensure State Government of Andhra Pradesh complies with all undertakings given by it and covenants applicable to it; (xxxvi) Undertaking by the Issuer that it would not create any kind of encumbrance or dispose in any way, any of the quarry leasehold rights and mining rights that are presently held by it, including those relating to the Sulyari coal mines and the barytes mines. Details of all covenants and undertakings shall be as set out in the annexure(s) of the Key Information Document.
Role and Responsibilities of Trustees	1. Conducting diligence of assets offered as security and its continuous monitoring. 2. Provide Due Diligence Certificate 3. Call for periodical reports from the company 4. Inspection of books of accounts, records, registration of the company and the trust property to the extent necessary for discharging claims 5. Enforce security in the interest of the debenture holders 6. Reporting of the following events to the concerned Credit Rating Agencies: (i) Any impairment in DSRA due to utilization for servicing or otherwise (ii) Intimation to the State Government for replenishment of DSRA within 30 days' time (iii) Invocation of State Government Guarantee to replenish DSRA shortfall and activation of defined recourse mechanism (iv) Status of replenishment of DSRA after 5 days of Guarantee invocation 7. Any other responsibilities mentioned in Debenture Trustee Agreement
Risk factors pertaining to the issue	Please refer to Section 6 of the Key Information Document
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Subject to applicable law, in case of occurrence of an event of default, the Debenture Trustee shall have the right to exercise such powers as are available to the Debenture trustee under Applicable Law and as substantiated in the Debenture Trust Deed.
Governing Law and Jurisdiction	The governing law and jurisdiction for the purpose of the Issue shall be Indian law, and the competent courts of jurisdiction in Vijayawada/ Amaravati and Mumbai respectively.
Debenture Trustee	Beacon Trusteeship Limited
Registrar	MUFG Intime India Private Limited
Issue Timing	01:00 pm to 04:30 pm
Issue Opening Date	08.05.2025
Issue Closing Date	08.05.2025
Date of earliest closing of the issue, if any.	NA
Pay-in Date	09.05.2025
Deemed Date of Allotment	09.05.2025
Payment Mode	The remittance of Application Money can be made by through electronic transfer of funds through RTGS mechanism for credit as per EBP Process.