interest on the Application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

(i) Number of Debentures applied for is less than the minimum application size;
(ii) Applications exceeding the issue size;
(iii) Debenture holder account details not given;
(iv) Details for issue of Debentures in dematerialized form not given; PAN/GIR and IT Circle/Ward/District not given;
(v) In case of Applications under power of attorney by limited companies, corporate bodies, trusts, etc., if relevant documents not submitted.

In the event, if any Debenture(s) applied for is/are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

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.

Debenture holder not a Shareholder

The Debenture holders will not be entitled to any of the rights and privileges available to the shareholders. If, however, any resolution affecting the rights attached to the Debentures is placed before the members of the Company, such resolution will first be placed before the Debenture holders for their consideration.

Modification of Rights

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

Future Borrowings

The Company will be entitled to borrow/raise loans or avail of Financial Assistance in whatever form and to issue Debentures/Bonds/Notes/other Securities in any manner 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 Company may think appropriate without any consent of Bond/Debenture holders under any series.

Disputes & Governing laws and jurisdiction

Debentures shall be construed to be governed in accordance with Indian laws and rules framed there under. The Courts in New Delhi alone shall have exclusive jurisdiction in connection with any dispute/difference between the Company and the Beneficial Owners of Debentures under these presents.

Notices

The notices to the Beneficial Owners of Debentures required to be given by the Company shall be deemed to have been given if sent by Registered Post/ Speed Post/ Courier/Ordinary Post to the Registered Beneficial Owner of Debentures and /or if an advertisement is given in one All India English daily newspaper and one regional language newspaper and/ or if communication in this regard has been effected to the depositories. All notices to be given by the Beneficial Owners of Debentures shall be sent by Registered Post or by Hand Delivery to the Company or such persons, at such address, as may be notified by the Company from time to time.

XIV. SUMMARY TERM SHEET

Security Name	7.27% NGEL Series-2-2036
Issuer	NTPC Green Energy Limited
Type of Instrument	Unsecured, Non-Cumulative, Non-Convertible, Redeemable, Taxable Debentures
Nature of Instrument	Unsecured
Seniority	Senior
Eligible Investors	All QIBs, and any non-QIB Investors specifically mapped on the EBP Platform, are eligible to bid / invest / apply for this Issue. All participants are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue.

Listing	Proposed to be listed on NSE. NSE is proposed to be designated Stock Exchange.
Rating of the Instrument	"CRISIL AAA/Stable" by CRISIL Limited, & "Ind AAA/Stable" by India Ratings
Issue Size	Rs. 500 crore with green shoe option of Rs. 2,000 crore aggregating to Rs. 2,500 crore
Minimum Subscription	Not Applicable
Option to retain oversubscription	Yes. Green shoe option of Rs. 2,000 crore.
Objects of the Issue	100% of the funds raised through this issue shall be utilized for, inter alia**,** financing capital expenditure, including refinancing and recoupment of capital expenditure already incurred by the Company, as well as for extending such financing for capital expenditure to its subsidiaries and joint ventures through inter-corporate loans, and for other general corporate purposes.
Details of the utilization of proceeds	Utilization Certificate will be submitted to the Trustee in compliance with applicable SEBI Regulations.
Coupon Rate	7.27% per annum
Step Up/ Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Annual
Coupon Payment Dates	Annually on 9 July (subject to effect of holidays) and along with Redemption payment on 9 July 2036
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Day Count Basis	Actual/ Actual
Interest on Application Money	Not Applicable
Default Interest Rate	In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest of 2% shall be payable by the Issuer in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time. The Issuer shall make listing application to NSE as per the SEBI Master Circular dated May 22, 2024, bearing reference SEBI/HO/DDHS/PoD1/P/CIR/2024/54 and receive listing approval from NSE within timelines mentioned in the SEBI Master Circular. In case of delay in listing of the Bonds beyond the timelines mentioned in the SEBI Master Circular, the Issuer shall pay penal interest of 1 % in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time. If the Company fails to execute the debenture trust deed within the prescribed timelines under the applicable law, the Company shall also pay interest of 2%, over and above the agreed coupon rate in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time, till the execution of the trust deed.
Tenor	10 Years
Redemption Date	09.07.2036
Redemption Amount	At par
Redemption Premium / Discount	Not Applicable
Issue Price	Rs. 1 lakh per Debenture
Discount at which security is issued and the effective yield	Not Applicable

as a result of such discount	
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Face Value	Rs. 1 lakh per Debenture
Minimum Application and in multiples of thereafter	1 Debenture and in multiples of 1 Debenture thereafter
Issue Opening Date	07.07.2026
Issue Closing Date	07.07.2026
Date of earliest closing of the issue if any	Not Applicable
Pay-in Date	09.07.2026
Deemed Date of Allotment	09.07.2026
Settlement Mode of the Instrument	Through clearing corporation of EBP. For further details please refer para on payment mechanism provided elsewhere in this document.
Depository	National Securities Depository Limited and Central Depository Services (India) Limited
Record Date	Date falling 15 days prior to the relevant Coupon Payment Date or the Redemption Date on which interest amount or the Maturity Amount respectively, is due and payable. In the event that the Record Date does not fall on a Working Day, the preceding Working Day or a date notified by the Company to the stock exchanges shall be considered as the Record Date.
All Covenants of the issue (including side letters, accelerated payment clause, etc.)	In addition to those set out in this summary term sheet, the covenants in relation to the Tranche Issue of NCDs under a Series are as set out in Annexure-VI to this Key Information Document titled Covenants of the Issue.
Description regarding Security	Not Applicable
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	Not Applicable
Transaction Documents	The Company has executed/ shall execute the documents including but not limited to the following in connection with the Issue: 1. Debenture Trustee Agreement; 2. Debenture Trust Deed; 3. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds/Debentures in dematerialized form; 4. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds/Debentures in dematerialized form; 5. Application to stock exchange for seeking in-principle approval for listing of Debentures; 6. Consents from Registrar and Trustee to the Issue. 7. Any other document as indicated by Debenture Trustee.
Conditions precedent to subscription of Debentures	The following conditions precedents shall be required to be complied by Company: 1. Certified true copy of the constitutional documents and authorizations of the

	Company; 2. Certified true copy of Board resolutions/ approvals and other statutory compliances; 3. Obtaining consent letter of Debenture Trustee to act as Debenture Trustee; 4. Rating Letters and Press Release from the rating agencies for credit ratings for the issue of Debentures; 5. Execution of the General Information Document / relevant Key Information Document, Debenture Trustee Agreement; 6. Receipt of the in-principle approval from NSE for listing of Debentures; and 7. Any other documents required as per SEBI's Regulations and other applicable laws.
Conditions subsequent to subscription of Debentures	The following conditions subsequent shall be required to be complied by Company as per time frame mentioned: 1. Filing a return of allotment of Debentures in Form PAS-3 with the Registrar of Companies within fifteen days of the Deemed Date of Allotment along with fees as provided in the Companies (Registration Offices and Fees) Rules, 2014; 2. Credit of Debentures to the DEMAT account(s) of the allottee(s) within the timeframe allowed under SEBI Debt Regulations; 3. Making listing application to NSE and obtaining listing permissions within the timeframe allowed under SEBI NCS Regulations; 4. Execution of Debenture Trust Deed within time frame prescribed in the relevant regulations/ act/ rules etc.; 5. The Company shall, till the redemption of Debentures, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information and auditor qualifications, if any, to the Trustee within the timelines as specified in SEBI LODR. Besides, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee; 6. End use certificate to be provided to the Debenture Trustee within timelines as per applicable laws; and 7. The Company shall perform all mandatory activities as applicable.
Events of Default (including manner of voting/ conditions of joining Inter Creditor Agreement)	If the Company commits a default in making payment of any installment of interest or repayment of principal amount of the Debentures on the respective due date(s), the same shall constitute an "Event of Default" by the Company. Excluding in cases of technical errors due to reasons beyond the control of company. Manner of voting/ conditions of joining Inter Creditor Agreement is mentioned in the Annexure-VI to this Key Information Document titled Covenants of the Issue.
Creation of recovery expense fund	Created vide BG No. 1731325BG0Y01075 dated 02.07.2025 amounting to Rs.25,00,000/- issued by State Bank of India in favor of NSE.
Conditions for breach of covenants	As set out in the Annexure to this Key Information Document titled Covenants of the Issue.
Provisions related to Cross Default Clause	Not Applicable
Role and Responsibilities of Debenture Trustee	The Trustees shall protect the interest of the Debenture holders in the event of default by the Company about timely payment of interest and repayment of principal and shall take necessary action at the cost of the Company. No Debenture holder shall be entitled to proceed directly against the Company unless the Trustees, having become so bound to proceed, fail to do so. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, the Debenture Trust Deed, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.

	The Trustees shall ensure disclosure of all material events on an ongoing basis.
Risk factors pertaining to the issue	Mentioned at Chapter on “Management perception to Risks Factors”.
Governing Law and Jurisdiction	The Debentures 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 district courts of Delhi.
Manner of bidding	Closed Bidding
Manner of Allotment	Uniform Yield
Payment of Interest and Redemption	Payment of interest and repayment of principal shall be made by way direct credit/ NECS/ RTGS/ NEFT mechanism and any other electronic payment mode to bank account of Investor (s).
Business Days/Working Days	When the commercial banks are functioning in Delhi.
Effect of Holidays	If the interest payment date falls on a holiday, the payment would 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. If the Redemption Date (also being the last Coupon Payment Date) of any Series of the Debentures falls on a day that is not a Working Day, the redemption proceeds (including the coupon payment) shall be paid on the immediately preceding Working Day along with interest accrued on the Debentures until but excluding the date of such payment.

The Issuer reserves its sole and absolute right to modify (pre -pone/ postpone) the issue schedule without giving any reasons or prior notice. The issuer also reserves its sole and absolute right to change the Deemed Date of Allotment/Pay in date without giving any reasons or prior notice.

XV. CREDIT RATING & RATING RATIONALE

CRISIL

CRISIL vide press release dated **02 June 2026** has assigned “CRISIL AAA/Stable” (pronounced “CRISIL triple A rating with stable outlook”) rating to the Debentures. This rating indicates highest safety with regard to timely payment of interest and principal on the instrument. Weblink of the press release is mentioned on the front page of this Document.

India Ratings & Research

India Ratings & Research vide press release dated **17 June 2026** has assigned “Ind AAA/Stable” (pronounced “IND triple A rating with stable outlook”) rating to the Debentures. This rating indicates highest safety with regard to timely payment of interest and principal on the instrument. Weblink of the press release is mentioned on the front page of this Document.
Above ratings are not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the assigning rating agencies and each rating should be evaluated independently of any other rating. The ratings obtained are subject to revision at any point of time in the future. The rating agencies have the right to suspend, withdraw the rating at any time on the basis of new information etc. Rating Rationale are as per Annexure.

XVI. DEBENTURE TRUSTEE

In accordance with the provisions of the Section 71 of Companies Act, 2013, Rules made there under and Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Company has appointed **Beacon Trusteeship Limited**, to act as Trustees (“Trustees”) for and on behalf of the holder(s) of the Debentures. The Debenture Trustee has given his consent for his appointment under applicable rules regulations of the Companies Act and regulations of SEBI, copy of letter bearing no. BTL/DEB/EL/25-26/79 dated 26/05/2025, conveying their consent to act as Trustee for the current issue of Debentures is enclosed elsewhere in this Document. The Company hereby undertakes that a Trust Deed will be executed by it in favor of the Trustees. The Trust Deed will contain such clauses or be as near thereto as possible as may be prescribed under the Companies Act, 2013 and rules made there