

April 28, 2021

To
STATE BANK OF INDIA
Project Finance SBU, 4th Floor, Mafatlal Centre,
Nariman Point, Mumbai – 400 021

Dear Sir / Madam,

Re: D B Power Limited
Sub: Confirmation of Holding of Documents

We, SBICAP Trustee Company Limited, are acting as Security Trustee on the basis of:

- a. **Security Trustee Agreement dated 09th March, 2011 for the Phase I amounting to Rs. 2580 crores** granted to the captioned company (hereinafter referred to as 'Borrower') by State Bank of India, Union Bank of India, Punjab National Bank, Bank of Baroda, State Bank of Hyderabad, Bank of India, Life Insurance Corporation of India, L&T Infrastructure Finance Company Limited and Oriental Bank of Commerce (hereinafter referred to as "**Phase I Lender**")
- b. by **Security Trustee Agreement dated 25th March, 2011 for Phase II amounting to Rs. 2400 crores** to Borrower by IDBI Bank Limited, Central Bank of India, State Bank of Hyderabad, State Bank of Bikaner & Jaipur, Life Insurance Corporation of India, PTC India Financial Services Limited and L&T Infrastructure Finance Company Limited (hereinafter referred as "**Phase II Lenders**"),
- c. by **Security Trustee Agreement dated 04th September, 2015 for Phase I Cost Overrun amounting to Rs. 1114 crores** to Borrower by Bank of Baroda, Bank of India, Oriental Bank of Commerce, L&T Infrastructure Finance Company Limited, Punjab National Bank, State Bank of Hyderabad, Union Bank of India and State Bank of India (hereinafter referred as "**Phase I Cost Overrun Lenders**"),
- d. by **Security Trustee Agreement dated 19th September, 2015 for Phase I Working Capital amounting to Rs. 850 crores** to Borrower by State Bank of India, Bank of India, Union Bank and Bank of Baroda (hereinafter referred as "**Phase I Working Capital Lenders**") and by **Security Trustee Agreement dated 04th March, 2016 for**

Cost II Cost Overrun amounting to Rs. 873.75 crores sanction to Borrower by IDBIBank Limited, L&T Infrastructure Finance Company Limited, Life Insurance Corporation of India, PTC India Financial Services Limited, State Bank of Hyderabad, State Bank of Bikaner & Jaipur, Central Bank of India and IFCI Limited (hereinafter referred as “**Cost II Cost Overrun Lenders**”),

- e. **by Security Trustee Agreement dated 16th January, 2017** we are acting as Security Trustee for Working Capital Lenders and BG Lender, for the financial assistance aggregating Rs. 1500 crs., since both the set of Lenders has formed joint consortium vide Working Capital Facility Agreement **dated 16th January, 2017**. Phase I Working Capital Lenders and BG Lenders hereinafter jointly will be referred as “**Working Capital Lenders**”

Phase I Lenders, Phase II Lenders, Phase I Cost Overrun Lenders, Working Capital Lenders and Phase II Cost Overrun Lenders are hereinafter collectively referred as “**Lenders**”. In this connection, we hereby state that the following documents are executed and originals thereof are kept in our safe custody:

- 1) Mortgage Declaration dated 16th April, 2021;
- 2) Memorandum of Entry dated 19th April, 2021 and
- 3) Deed of Undertaking cum Indemnity dated 16th April, 2021.

The Borrower has created mortgage by deposit of title deeds over the immovable properties of the Borrower, as described in Schedule hereto with the Security Trustee for securing the Financial assistance sanctioned by the Lenders to the Borrower. The Borrower is in the process of filing Form CHG-1 as well as CERSAI with respect to the mortgage creation.

For SBICAP Trustee Company Limited,



Authorized Signatory

SCHEDULE

(Description of the said immoveable properties)

Section I- Freehold Properties

Part-A

Lands of the Borrower situated Village Tundri, P.H.No. 03, R.N.M. Chandarpur, Tahsil- Dabhra, District- Janjgir Champa, Chhattisgarh:

Sr.No	Khasra No	Area (in Hect.)
1.	414/2ka	0.506
Total=0.506 Hectare		

together with all buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Borrower into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

Section II- Leasehold Properties

Part A

Leasehold rights of the Borrower over the lands situated Village Badadarha, Patwari Halka No. 02 Tehsil - Dabhra, District Janjgir-Champa Chhattisgarh:

Sr. No	Khasra No.	Area (in Hect.)
1.	456/2	3.237
<i>Total=3.237 Hectares</i>		

together with all buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Borrower into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.