



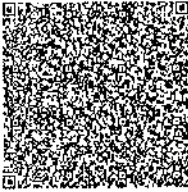
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL49807342265121R
Certificate Issued Date	: 27-Feb-2019 11:15 AM
Account Reference	: IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76391305898584289043R
Purchased by	: JAIPRAKASH POWER VENTURES LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JAIPRAKASH POWER VENTURES LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: JAIPRAKASH POWER VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line

This Stamp Paper forms an integral part of the

"MEMOPRANDUM OF ENTRY

DATED 27.02.2019"



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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MEMORANDUM OF ENTRY

1. On the 27th day of February 2019, Mr. Suren Jain, Director & Authorized representative of **M/S JAIPRAKASH POWER VENTURES LIMITED**, a company registered under the Companies Act, 1956, having its Registered Office at Complex of Jaypee Nigrie Super Thermal Power Plant, Nigrie Tehsil Sarai, Distt . Singrauli - 486669, MP acting through its authorized officer (hereinafter referred to as the "**Borrower**" / "**Mortgagor**" which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), had visited the office of IDBI Trusteeship services limited ("**ITSL**") at #1105, Arunachal Building, Barakhamba Road, New Delhi - 110 001, and met Mr. DEEPAK KUMAR, S. MARYU acting for ITSL in its capacity as the Security Trustee ("**Security Trustee**") for the benefit of the Term Lenders as specified in the Common Loan Agreement dated June 23, 2009 as amended from time to time.
2. Mr. Suren Jain, Director and Authorized representative of the Mortgagor had stated that the Borrower is the absolute owner and in possession in respect of the Immovable Property more particularly described in the **Schedule I Part A** hereunder written together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (hereinafter collectively referred to as the said "**Immovable Property**").
3. Mr. Suren Jain, Director and Authorized representative of the Mortgagor had stated that the documents of title, evidences, deeds and writings more particularly described in **Schedule I Part B** hereunder written (hereinafter called the "**Title Deeds**") in respect of the Immovable Property written together with all buildings and structures thereon and all plant and machinery were initially delivered and deposited by way of actual delivery on 26th February 2004 to the Security Trustee acting on behalf of and for the benefit of Term Lenders and thereafter by way of constructive delivery, if any.
4. Mr. Suren Jain, Director and Authorized representative of the Mortgagor, stated that by way of Common Loan Agreement dated June 23, 2009 as amended by Addendum No. 1 to the Common Loan Agreement [dated September 15, 2009] and Addendum No. 2 to the Common Loan Agreement [dated October 9, 2010] (Collectively, "**Common Loan Agreement**"), a Term Loan Facility aggregating to an amount of Rs.1650 Crore (Rupees One Thousand Six Hundred Fifty Crore)(hereinafter the "**Facility**") was granted to the Borrower by the Term Lenders as set out under Schedule III of the Common Loan Agreement dated June 23, 2009, as amended from time to time.
5. Mr. Suren Jain, Director and Authorized representative of the Mortgagor, stated that he had created mortgage by way of deposit of Title Deeds of Immovable Property by way of actual delivery on 26th February 2004 and thereafter by constructive delivery from time to time including 27th February 2019, to secure the Facility.



6. Mr. Suren Jain, Director and Authorized representative of the Mortgagor, has further stated that vide Deed of Assignment- Common Loan Agreement dated February 27, 2019 to the Common Loan Agreement dated 23 June, 2009 (hereinafter referred to as the "**Deed of Assignment**") the Acceding Lender has assumed the rights and obligations of AB and BOI of Rs. 14.90 Crores (NPV being Rs. 12.91cr as on 31/07/2018) and Rs. 19.36 Crores (NPV being Rs. 16.73cr as on 31/07/2018 respectively and totaling Rs. 34.26 Crores (the "Outstanding Facilities of AB and BOI") and Rs. (totaling NPV Rs. 29.64 cr) as a part of the Proposed Restructuring ("**Assigned Facility**") under the Common Loan Agreement, as provided in the Deed of Assignment.
7. Mr. Suren Jain, Director and Authorized representative of the Mortgagor, had accordingly handed over and deposited by way of constructive delivery on February 27, 2019, the Title Deeds, evidences and writings in respect of the Mortgagor's Immovable Property to the Security Trustee for securing the Assigned Facility, the revised details of Term Lenders and their Facility are set out in Schedule - II hereof.
8. Mr. Suren Jain, Director and Authorized representative of the Mortgagor had stated that the aforesaid deposit of the Title Deeds by way of constructive delivery, was with intent to create a mortgage and charge (by way of deposit of title deeds) over the Immovable Property for the purpose of securing the due repayment, discharge and redemption by the Borrower Facility together with all interest at the agreed rates, liquidated damages, premia on prepayment, financing charges, costs, charges, expenses and other monies, whatsoever stipulated in or payable to the Term Lenders on the basis first paripassu charge on the Immovable Property;
9. Mr. Suren Jain, Director and Authorized representative of the Mortgagor had further stated that the Title Deeds so deposited by way of constructive delivery was made to create / modify charge in favour of the Term Lenders to secure the Facility and were the only documents of title relating to the Immovable Property in the possession, power and control of the Mortgagor and that the Mortgagor has clear and marketable title to the Immovable Property.
10. Mr. Suren Jain, Director and Authorized representative of the Mortgagor had further stated that he was authorized to create a mortgage by way of actual delivery as aforesaid pursuant to the requisite resolutions passed by the Board of Directors of the Mortgagor at its meetings held on 26.02.2019 in accordance with the provisions of the Companies Act and furnished a certified true copy of the said resolution to the Security Trustee and had further stated that the said resolutions are in full force and effect as on date.

All Capitalized terms used, but not otherwise defined therein, shall have the respective meanings ascribed to them in the Common Loan Agreement as amended and supplemented from time to time.



SCHEDULE- I
PART A
DESCRIPTION OF IMMOVEABLE PROPERTIES OF THE MORTGAGOR

DESCRIPTION OF IMMOVEABLE PROPERTIES:

A. PUNE PROPERTY

Sub- Division layout Plot No. 18 out of the said land bearing Gat No. 187 (S.No. 44/6, 46, 69, 70/2 to 6) admeasuring 600 sq. yds. And/ or 501.60 Sq. Mtrs. Situated and lying at Village Devghar, TalukaMawal, District Pune which village is within the limits of ZillaParishad Pune, Panchayat Samiti Mawal, District Pune and bounded as follows:

Original Lease

On or towards North by: Internal Road;

On or towards South by: Plot Nos. 16 & 17;

On or towards East by: Plot No. 19; and

On or towards West by: Plot No. 15.

B. GOVERNMENT LAND

10.414 hectares of lease hold land, situated at Village KheronLagga, Village Lambagarh, Village Vinayak, Village Chain (Sitapur), & Village Joshimath in District Chamoli.

PART B
DETAILS OF THE TITLE DEED OF IMMOVABLE PROPERTY
ABOVE:

A. PUNE PROPERTY

Original Deed of Conveyance dated December 28, 2001 executed between Mrs. LaxmiRaesh Bhandari and the Borrower.

B. GOVERNMENT LAND


1. Original Lease Deed dated March 22, 2003 executed between Government of Uttarakhand (earlier Uttaranchal) and the Borrower.
2. Original Supplementary Lease Deed dated January 21, 2004 executed between Government of Uttarakhand (earlier Uttaranchal) and the Borrower for Surrender of 21.119 Hectare of Land of Vishnuprayag Project.
3. Original Land Relinquishment Deed dated March 03, 2009 executed between Government of Uttarakhand (earlier Uttaranchal) and the Borrower for Surrender of 8.685 Hectare of Land of Vishnuprayag Project.
4. Copy of the Order dated 18.08. 2009 of Governor of Uttarakhand for surrender of 2.020 Hectare of Land of Vishnuprayag Project.



Schedule-II
Particulars of Term Lenders & Term Loans

Name of the Term lender	COMMITMENT IN Rs.
State Bank of India	Rs. 980 Crores
Oriental Bank of Commerce	Rs. 220 Crores
Allahabad Bank	Rs. 175 Crores
Dena Bank	Rs. 175 Crores
IDBI Bank Limited	Rs. 100 Crores
Total	Rs. 1650 Crores

Recorded on 27th February 2019

Signature: 
AUTHORISED SIGNATORY

Name: DEEPAK KUMAR

Designation: Sr. Manager

Place: NEW DELHI