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SMIT B. GOSWAMI
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INDENTURE OF MORTGAGE

BY

OSTRO KUTCH WIND PRIVATE LIMITED
as the Borrower

IN FAVOUR OF

AXIS TRUSTEE SERVICES LIMITED
as the Security Trustee

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DATED 28th October, 2021

INDENTURE OF MORTGAGE

BY

OSTRO KUTCH WIND PRIVATE LIMITED
as the Borrower

IN FAVOUR OF

AXIS TRUSTEE SERVICES LIMITED
as the Security Trustee



cyril amarchand mangaldas
ahead of the curve








<p>OKWPL as the Borrower</p>  	<p>ATSL as the Security Trustee</p>   
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<p>OKWPL as the Borrower</p>  	<p>ATSL as the Security Trustee</p>  
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e- Challan

Login ID PDEN	2021041035418	BARCODE				Printed On	26/10/2021 11:59:36
Department	Superintendent of Stamps And Inspector General Of Registration		Payer Details				
Property Details	Land bearing survey no. 106/p1/p2. admeasuring 2-99-89 hectares situated at Village Naranpar (Ravri), Taluka Bhuj, District Kutch, Gujarat.		TAX ID (If Any)				
			PAN No. (If Applicable)		NA		
			Full Name		OSTRO KUTCH WIND PRIVATE LIMITED		
Office Name	S.R.O - Bhuj		Address		138 Ansal Chamber-II, Bhikaji Cama Place, New Delhi, South West Delhi, Delhi-110066		
Location	KACHCHH						
Year	2021-2022 One time						
Transaction No	Account Head Details		Amount (RS.)	Bank CIN	Date	Bank-Branch	
20211025800299328	Stamp Duty (0030-02- 102-01)		3360900.00	5700001355003025102182382	25/10/2021	State Bank of India	
Total Amount :-			3360900.00				
Total Amount In Words :-			Rupees Thirty Three Lac Sixty Thousand Nine Hundred Only				
Remarks (If Any)							



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SS&IGR-GUJARAT


Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.


(2) The Registration fee paid by E-challan is valid up to 4 month from the date of execution of the instrument, u/s.23 of the Registration Act-1908.


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e- Challan


Login ID PDEN	2021041035418	BARCODE			Printed On	26/10/2021 11:58:56	
Department		Superintendent of Stamps And Inspector General Of Registration		Payer Details			
Property Details	Land bearing survey no. 106/p1/p2, admeasuring 2-99-89 hectares situated at Village Naranpar (Ravri), Taluka Bhuj, District Kutch, Gujarat.		TAX ID (If Any)				
			PAN No. (If Applicable)		NA		
			Full Name		OSTRO KUTCH WIND PRIVATE LIMITED		
Office Name		S.R.O - Bhuj		Address		138 Ansal Chamber-II, Bhikaji Cama Place, New Delhi, South West Delhi, Delhi-110066	
Location		KACHCHH					
Year		2021-2022 One time					
Transaction No	Account Head Details		Amount (RS.)	Bank CIN	Date	Bank-Branch	
20211025798894132	Registration Fee (0030-03-104-00)		19000.00	57000013551003025102138027	25/10/2021	SBIEPAY	
Total Amount :-			19000.00				
Total Amount In Words :-			Rupees Nineteen Thousand Only				
Remarks (If Any)							

















SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.

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INDENTURE OF MORTGAGE

This **INDENTURE OF MORTGAGE** (this "**Indenture**") is made at BHUJ on this 28th day of October, 2021 by:

1. **OSTRO KUTCH WIND PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having corporate identification number U40108DL2015PTC281966 and its registered office at 138 Ansal Chamber-II, Bhikaji Cama Place, New Delhi, South West Delhi, Delhi-110066 (hereinafter referred to as the "**Borrower**", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

IN FAVOUR OF

2. **AXIS TRUSTEE SERVICES LIMITED**, a company registered under the Companies Act, 1956 and an existing company under the Companies Act, 2013, having corporate identity number U74999MH2008PLC182264 with its registered office at Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli, Mumbai - 400025, Maharashtra, India and Corporate office at The Ruby, 2nd Floor, SW, 29, Senapati Bapat Marg, Dadar West, Mumbai 400 028 in its capacity as security trustee for the Lenders (hereinafter referred to as the "**Security Trustee**", which expression shall, unless repugnant to the context, be deemed to include its successors, transferees and permitted assigns) of the **SECOND PART**.

(Each of the parties mentioned above, are hereunder collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- (A) At the request of the Borrower, the Lenders have provided the Facilities for the purposes as mentioned in the respective Facility Agreements.
- (B) Pursuant to the second amended and restated security trustee agreement dated October 8, 2021 entered into amongst the Security Trustee, the Lenders and the Borrower, Axis Trustee Services Limited has been appointed to continue as the Security Trustee for the benefit of the Secured Parties (the "**Second Amended and Restated Security Trustee Agreement**"), as amended, supplemented, or acceded to, from time to time.
- (C) One of the conditions on which the Lenders have agreed to extend their Facilities to the Borrower is that the Secured Obligations shall be secured at all times until the Final Settlement Date, *inter alia*, by way of a first ranking pari-passu charge by way of mortgage over all the immovable properties of the Borrower, pertaining to the Project including the Project Land, together with all building, structures, and appurtenances thereon and thereunder, both present and future in favour of the Security Trustee for the benefit of the Secured Parties.

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- (D) The Borrower has freehold rights and has possession of the immovable property situated at survey number.106/Paiki 1/Paiki 2, land (non- agricultural) admeasuring 2-99-89 hectors in Naranpar (Ravri) Village, Bhuj Taluka at District Kutch, in the state of Gujarat (as more particularly described in the **Schedule 1** hereto).
- (E) Accordingly, the Security Trustee and the Borrower have agreed that the Security Interest be created on the Mortgaged Property (*as defined below*) by way of a legal mortgage in English form being these presents.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DEFINITIONS

Capitalised terms used in this Indenture, and not defined herein shall have the meanings assigned to them in the Second Amended and Restated Security Trustee Agreement. In this Indenture, unless there is anything repugnant to the subject, meaning or context thereof:

"Applicable Law" shall mean, any statute, law, regulation, sub-ordinate legislation, ordinance, rule, judgment, rule of law, (interim or final), order, decree, by-law, Clearance, approval, directive, guideline, circular, policy, requirement, code of practice or guidance note, or other governmental regulation, statutory, administrative restriction or any similar form of, decision of, or determination by, or any interpretation, policy or administration having the force of law of any of the foregoing, by any Government Authority, having jurisdiction over the matter in question, whether in effect as of the date of this Indenture or thereafter, and in each case, as amended.

"Facilities" shall collectively mean the Commercial Facility, the ADB Facility and the Refinancing Facility.

"Facility Agreements" shall mean collectively the Commercial Facility Agreement, the ADB Facility Agreement and the Refinancing Facility Agreement, as extended, amended and restated or otherwise modified in writing and in effect from time to time, which shall be in the form and manner acceptable to the respective Lenders.

"Financing Documents" shall collectively mean the Commercial Financing Agreements, ADB Finance Documents and the Refinancing Financing Agreements.

"Indenture" shall mean this Indenture of Mortgage.

"Lenders" shall mean collectively the Asian Development Bank, Tata Cleantech Capital Limited and State bank of India.

"Mortgaged Property" shall have the meaning given to it in Section 5 (*Grant and Transfers*) hereof.

"Proceedings" shall have the meaning given to it in Section 33.1 (*Jurisdiction*).

"Receiver" shall have the meaning given to it in Section 19.1 (*Appointment of Receiver*) hereof.

"Secured Parties" shall mean the Lenders, the Account Bank to the extent of their fees and the Security Trustee and **"Secured Party"** shall mean any one of them.



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2. CONSTRUCTION

The rules of interpretation set out in Clause 1.2 of the Second Amended and Restated Security Trustee Agreement shall apply *mutatis mutandis* to this Indenture. Additionally, in this Indenture:

- (a) Any consent / certification / instructions to be provided by the Security Trustee under this Indenture shall be given by the Security Trustee, acting on the instructions of all the Lenders; and
- (b) "repayment" includes "redemption" and vice-versa and repaid, repayable, repay, redeemed, redeemable and redemption shall be construed accordingly.

3. BENEFIT OF INDENTURE

The Security Trustee (acting for the benefit of the Secured Parties) shall, until the Final Settlement Date, hold the Security Interest created by the Borrower in its favour under this Indenture over the Mortgaged Property, including the covenants and mortgages given by the Borrower pursuant hereto, upon trust for the benefit of the Secured Parties subject to the powers and provisions contained herein and in the Second Amended and Restated Security Trustee Agreement, for the due payment of the Secured Obligations.




4. COVENANT TO PAY

Pursuant to the Financing Documents and in consideration of each of the Secured Parties having entered into or agreed to enter into the Financing Documents to which it is a party, the Borrower covenants and agrees with the Security Trustee that the Borrower shall comply with the terms and conditions of the Financing Documents and shall repay the Secured Obligations in accordance with the Financing Documents and this Indenture.

5. GRANT AND TRANSFERS

5.1 Mortgaged Property

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Borrower doth hereby assign, convey, assure, charge and transfer unto the Security Trustee for the benefit of the Secured Parties (on a first ranking basis, *pari passu inter se* the Secured Parties) by way of continuing security all the freehold rights, interest and benefit in all and singular the beneficial right title and interest of the Borrower in respect of all its immovable property, being non- agricultural in nature and lying at survey number **106/Paiki 1/Paiki 2**, village **Naranpar (Ravri)** at district Kutch, in the state of Gujarat and more particularly described in Schedule 1, 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 Interest 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 (the "**Mortgaged Property**"), **TO HAVE AND TO HOLD** all and singular the Mortgaged Property unto and to the use of the Security Trustee for the benefit of the Secured Parties absolutely **UPON TRUST** and subject to the powers and provisions herein declared and contained herein and in the Second Amended and Restated Security Trustee Agreement.

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6. SECURITY AND RANKING

6.1 Ranking of the Mortgaged Property

The mortgage and charge created on the Mortgaged Property in favour of the Security Trustee hereunder for the benefit of the Secured Parties shall be a first ranking *pari passu inter se* the Secured Parties, without any preference or priority to one over the other or others for all purpose and all intents. In the event the Borrower avails the Working Capital Facility from the Working Capital Lenders, the charge created over the Mortgaged Property in favour of the Security Trustee for the benefit of the Secured Parties shall rank *pari passu* with the Working Capital Lenders to the extent of **INR 100,00,00,000 (Indian Rupees one hundred crores only)**, in the form and substance, satisfactory to the Lenders.

6.2 Continuing Security

The Security Interest created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the Final Settlement Date, notwithstanding the winding up of the Borrower or any other Person or any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Secured Obligations in accordance with the Financing Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Security Trustee may now or hereafter hold for the Secured Obligations or any part thereof. The security created hereunder may be enforced against the Borrower, in accordance with the Financing Documents, without first having recourse to any other rights of the Secured Parties.

6.3 Other Security

This Security Interest is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security Interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Parties may now or at any time hereafter hold or have (or would apart from this Security Interest hold or have) as regards the Borrower or any other Person in respect of the Secured Obligations.




Cumulative Powers

The powers which this Indenture confers on the Security Trustee and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Financing Documents or Security Documents, and may be exercised as often as the Security Trustee or the Receiver thinks appropriate in accordance with these presents and the other Financing Documents; the Security Trustee or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The Borrower acknowledges that the respective powers of the Security Trustee and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Security Trustee or Receiver as relevant.

6.5 Avoidance of Payments

If any amount paid by the Borrower in respect of the Secured Obligations is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid.

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7. FURTHER ACQUISITION, EASEMENTS AND POSSESSION

7.1 Further Acquisition

7.1.1 The Borrower hereby covenants with the Security Trustee that the Borrower shall, so long as the Secured Obligations remains outstanding, promptly upon acquisition of any other immovable property whether by way of ownership base or otherwise, inform the Security Trustee and shall immediately upon such acquisition of such additional immovable property grant, convey, transfer, assign, secure and charge on the terms of these presents unto the Security Trustee to and for the benefit of the Secured Parties and as and by way of additional security in such property according

to their respective tenures, and pending formal execution by the Borrower of assurances by way of additional Security Interest in favour of the Security Trustee for the benefit of the Secured Parties and such after acquired property or properties shall be deemed to have always been comprised in these presents at its own expense and without any act on the part of the Security Trustee or the other Secured Parties.

7.1.2 Any buildings and structures, machinery, plant, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the Mortgaged Property hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Property and/or any part thereof respectively and situated, lying and being in the Mortgaged Property and used or intended to be used in connection with the business of the Borrower whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Borrower or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Borrower shall at its own costs forthwith vest the same in the Security Trustee UPON TRUST for the benefit of the Secured Parties by way of a charge/ mortgage subject to the powers and provisions contained in the Second Amended and Restated Security Trustee Agreement.

7.2 Easements

For the consideration aforesaid the Borrower doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Property as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Financing Documents, to the Security Trustee and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Property or any part thereof mortgaged and charged by these presents in common with all other Persons entitled to like rights at all time thereafter.

7.3 Possession

The Borrower has not given possession nor agreed to give possession of the Mortgaged Property to the Security Trustee. This is without prejudice to the right of the Security Trustee to take possession of the Mortgaged Property under this Indenture or other rights under Applicable Law.

8. PROVISION FOR REDEMPTION

Upon occurrence of the Final Settlement Date and the Secured Obligations having been paid in full irrevocably, the Security Trustee shall, upon written request of the Secured Parties at the expense of the Borrower, reassign, re-transfer and release unto the Borrower or as the Borrower shall direct and do all such other things as may reasonably be necessary to release from the Security Interest created hereunder for the benefit of the Secured Parties, without recourse and without any representation or



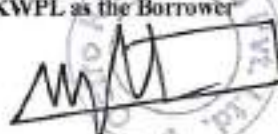


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warranty of any kind by or on behalf of the Security Trustee of the Mortgaged Property or only such part of the Mortgaged Property as constitute the Security Interest as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such reassignment, retransfer or release of the Security Interest created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 In order to induce the Secured Parties to enter into the Financing Documents and to induce the Secured Parties to accept the present Security Interest, the Borrower has made the representations and warranties set forth in the Financing Documents and those stated in the Second Amended and Restated Security Trustee Agreement, which are incorporated *mutatis mutandis* herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.
- 9.2 The Borrower acknowledges and accepts that the Security Trustee has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.
- 9.3 The Borrower further confirms and warrants that:
- The Borrower is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture and has obtained all consents and approvals (which are in full force and effect) required for creation of the Security Interest expressed to be created under Section 5 (*Grant and Transfers*) in favour of the Security Trustee for securing the Secured Obligations;
 - This Indenture when executed and delivered and registered with the appropriate public offices will constitute its legal, valid and binding obligation;
 - Neither the execution and delivery by the Borrower of this Indenture, nor the Borrower's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the memorandum and articles of association or any agreement or other document by which the Borrower (or any of its properties) may be bound;
 - The Borrower does not have any outstanding lien or obligation to create Security Interest with respect to the interests secured by this Indenture and the Security Documents except those secured by this Indenture;
 - The Borrower is lawfully possessed of a valid and subsisting freehold rights in and to the Mortgaged Property;
 - The provisions of this Indenture are effective to create in favour of the Security Trustee for the benefit of the Secured Parties, a legal, valid and binding Security Interest expressed to be created in Section 5 (*Grant and Transfers*) of this Indenture on all of the Mortgaged Property on which the Borrower purports to grant charges pursuant hereto, and all necessary and appropriate recordings and filings have been made or will be made within the time period stipulated under Applicable Law in all appropriate public offices, and all other necessary and appropriate action has been taken or will be taken within the time period stipulated under Applicable Law so that this Indenture creates effective Security Interest on all right, title, estate and interest of the



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Borrower in the Mortgaged Property and all clearances required under Applicable Law for the creation, effectiveness, priority and enforcement of such Security Interest have been obtained;

- (g) No proceedings are pending or initiated against the Borrower under Income Tax Act, 1961, Public Demand Recovery Act or under any other law in force in India for the time being and that no notice has been received by or served on the Borrower under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and/or under any other law, except those disclosed in the Financing Documents;
- (h) All consents (other than under Section 281 (1) of the Income Tax Act, 1961 from the relevant income tax department) for the creation, effectiveness, priority and enforcement of the mortgage and charge on the Mortgaged Property have been obtained and are valid and subsisting; and
- (i) The Mortgaged Property are not included in or affected by any of the schemes of Government Authority, an improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Government Authority or of any corporation, municipal committee, gram panchayat, etc.

10. COVENANTS AND PERMITTED USE

10.1 The Borrower shall observe and perform each of the covenants set forth in the Financing Documents, which covenants are hereby incorporated herein by reference and made a part of this Indenture as if such covenants and other relevant provisions were set forth in full herein.

10.2 In addition to the covenants set forth in Section 10.1 subject to the terms of Applicable Law, the Borrower does hereby further covenant that: -

- (a) *Enter possession etc.*

Upon the occurrence of an Event of Default, it shall be lawful for the Security Trustee to enter into and take possession of the Mortgaged Property and any future assets comprised in these presents and henceforth the Borrower shall take no action inconsistent with or prejudicial to the right of the Security Trustee as such and for the benefit of the Secured Parties quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever acting on behalf of the Borrower, and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

- (b) *Further assurances*

The Borrower and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Property and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Borrower or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Property and any future assets comprised in these presents unto and to the use of the Security Trustee for the benefit of the



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Secured Parties on the terms of these presents as shall be required by the Security Trustee.

(c) *Payment of all Taxes, rates, etc.*

The Borrower shall at all times during the continuance of these presents and the Security Interest hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings, other than those contested in good faith, which become lawfully payable by the Borrower in respect of the Mortgaged Property or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Property from becoming charged with the payment of any such imposts, duties and Taxes payable by the Borrower and shall punctually discharge all claims and pay all the Taxes, duties and imposts, other than those contested in good faith, which by the Applicable Law are lawfully payable by the Borrower and would affect the Security Interest created hereunder.

(d) *Maintenance of assets*

The Borrower shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Property and all plant, machinery, fixtures, (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein forming part of the Mortgaged Property in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Security Trustee of any notice of defect or warrant of repair given pursuant to paragraph (e) below, repair and make good the same to the reasonable satisfaction of the Security Trustee.

(e) *Inspection, repairs, etc.*

The Borrower shall permit the Security Trustee and its representatives, servants and agents either alone or with workmen and others from time to time and at all times to enter into and upon the Mortgaged Property and any future assets to inspect the same and if there shall be any want of repair thereof or if the Security Trustee in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Security Trustee shall give notice thereof to the Borrower calling upon the Borrower to repair or replace the same, in accordance with the Financing Documents. Upon the Borrower's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Security Trustee to repair or replace the same or any part hereof at the expense of the Borrower.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Security Trustee or of the Secured Parties or any of them under these presents including the right to call for the whole of the Secured Obligations, as the case may be following the occurrence of an Event of Default.

(f) *ROC, CERSAI and other Filings*

The Borrower shall promptly upon execution of this Indenture, but no later than 5 (five) days from the date of this Indenture, file e-form CHG-1 with the concerned registrar of companies, under Section 77 of the Companies Act, 2013 for the purpose of registration of the Security Interest created under this Indenture, and shall, within 1 (one) Business Day of such filing, deliver to the



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Security Trustee a certified true copy of the Form No. CHG-1. The Borrower shall, within 1 (one) Business Day of the receipt of the certificate of registration of charge from the concerned registrar of companies submit a copy of the same to the Security Trustee.

The Security Trustee shall promptly upon execution of this Indenture, but no later than 5 (five) days from the date of this Indenture, file the relevant form with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the purpose of registration of the Security Interest created under this Indenture, and shall, within 1 (one) Business Day of such filing, deliver to the Lenders a certified true copy of the registration form/acknowledgment report.

(g) *Registration of this Indenture*

The Borrower shall, simultaneously, but no later than 2 (two) days from the execution of this Indenture, register this Indenture with the relevant sub-registrar of assurances under the Registration Act, 1908.

11. SPECIFIC ACTIONS

Without limiting the generality of the assurances and covenants hereinabove, the Borrower will promptly upon receiving a request from the Security Trustee:

- (a) execute a valid legal mortgage in English form of any freehold properties or other interests in immovable property presently or in the future belonging to the Borrower over which Security Interest is required to be created in accordance with the terms of the Financing Documents and which is not hereby effectively charged or secured on terms of these presents;
- (b) execute such documents as may be necessary or, in the opinion of the Security Trustee expedient to transfer the Mortgaged Property to the Security Trustee and/or to enable the Security Trustee to be registered as the holder, owner or proprietor or otherwise obtain legal interest/ title to any of the Mortgaged Property, in each case on the terms of these presents; and
- (c) Execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Property or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.



12. ADDITIONAL COVENANTS

The Borrower shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Borrower as are already contained in the Financing Documents:

- (a) ensure that the Mortgaged Property mortgaged, charged and assigned hereunder continue to remain the freehold property of the Borrower and at the disposal of the Borrower save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and any dispositions expressly permitted under the Financing Documents; and
- (b) At its expense keep the Mortgaged Property in marketable and good condition and insure the same as provided in the Financing Documents against any loss or damage by theft, fire, lightning, earthquake, explosion,

<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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riot, strike, civil commotion, storm, tempest, flood, marine risk, fire, theft and such other risks (to the extent it is available in the market) in accordance with the Financing Documents and as the Security Trustee, any other Secured Party or their respective insurance consultant shall from time to time require, with an insurance company or companies and designate the Security Trustee as a 'loss-payee' under the insurance policies insuring the Mortgaged Property. The Borrower further shall ensure that the Security Trustee is named joint insured in the insurance policies insuring such Mortgaged Property as above. The Borrower shall maintain such insurance throughout the continuance of the Security Interest of these presents and deliver to the Security Trustee the renewal receipts therefor and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default, the Security Trustee may (but shall not be bound to) keep in good condition and render marketable the Mortgaged Property and take out / renew such insurance. Any premium paid by the Security Trustee and any costs, charges and expenses incurred by the Security Trustee shall forthwith on receipt of notice of demand be reimbursed to the Security Trustee together with interest thereon at the highest default rate applicable under the Financing Documents from the date of payment and until such reimbursement by the Borrower the same shall be a charge on the Mortgaged Property.

13. UNDERTAKINGS




The Borrower undertakes and agrees with the Security Trustee that, throughout the continuance of this Indenture and so long as the Secured Obligations or any part thereof remains owing, the Borrower will, unless the Security Trustee otherwise agrees:

- (a) Punctually pay all rents, rates, taxes, duties, premia and outgoings in connection with any part of Mortgaged Property so as to keep the same free from any other security interest, other than the Security Interest created hereunder or under the Security Documents or as may be permitted under the Financing Documents;
- (b) if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Security Trustee or the Secured Parties, the Borrower will pay to the Security Trustee or the Secured Parties (as the case may be) the amount thereof with interest at the default rate on such amounts from the date of payment by the Security Trustee or Secured Parties until the date of repayment by the Borrower; and
- (c) To deliver to the Security Trustee certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

14. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence of an Event of Default and the Borrower fails to pay to the Secured Parties, the Secured Obligations or any part thereof in the manner provided herein or in the Financing Documents then and in that event the Mortgaged Property hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Borrower or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Secured Parties shall be entitled to refuse to accept payment of the Secured Obligations unless the Borrower or such person or persons shall have given to the Secured Parties one month's previous notice in writing making



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an appointment to pay off the Secured Obligations on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice the Borrower or such Person or Persons shall pay to the Secured Parties in addition to the Secured Obligations and at the same time a further sum equivalent to one months' interest on the Secured Obligations at the respective agreed rates as aforesaid and every failure on the part of the Borrower or such Person or Persons to pay off Secured Obligations strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Parties to a fresh notice of the same part of the default thereof or to one months' further interest at the rate aforesaid.

15. ENFORCEMENT




15.1 The Security Interest created hereunder in favour of the Security Trustee shall become enforceable by the Security Trustee upon the occurrence of an Event of Default.

15.2 General Enforcement Powers:

At any time after the Security Interest shall have become enforceable pursuant to the terms of any of the Financing Documents or by the terms of this Indenture, the Security Trustee may, without prejudice to any other rights it may have and without prior notice to the Borrower:

- (a) Declare all or part of the Secured Obligations to be immediately due and payable (or on such dates as the Security Trustee or the Secured Parties may specify), whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Property or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Security Trustee may consider fit;
- (c) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Law;
- (d) appoint by writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Property, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by the Security Trustee or an order of the court or otherwise ceases to be the receiver or one of two or more Receivers;
- (e) Enter into and upon and take possession of the Mortgaged Property and any future assets comprised in these presents and after the taking of such action the Borrower shall take no action inconsistent with or prejudicial to the right of the Security Trustee quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever acting on behalf of the Borrower, and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by Security Trustee's gross negligence, wilful default or fraud (as finally determined by a court of competent jurisdiction) or that of its officers or employees or assignee or designee or agent or representative; and
- (f) Take all such other action permitted under this Indenture or in the other Financing Documents or permitted under the Applicable Law.



<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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15.3 Powers of the Security Trustee

The Security Trustee shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with Applicable Law and the Financing Documents.

16. EXPENSES




All expenses incurred by the Security Trustee after occurrence of an Event of Default in connection with preservation or protection of the Mortgaged Property of the Borrower (whether then or thereafter existing) and collection of amounts due to the Secured Parties shall be payable by the Borrower in accordance with the Facility Agreements and shall stand secured under these presents. It is clarified that all such expenses shall form part of the Secured Obligations.

17. SALE WITHOUT INTERVENTION OF COURT: -

It is hereby agreed and declared as follows: -

- (a) Subject to Section 17 (b) (*Sale Without Intervention of Court*), following the occurrence of an Event of Default, it shall be lawful for the Security Trustee at any time without any further consent of the Borrower, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Property and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Security Trustee may deem proper, with power to buy or obtain assignment of the Mortgaged Property at any sale and to resell or reassign the Mortgaged Property at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Property without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/ assignment which the person or persons exercising the power of sale/ assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Property without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882;
- (b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Security Trustee unless and until: -
- (i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being due and owing to the Secured Parties for the space of three calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due shall have been served on the Borrower; or
- (ii) interest on the Secured Obligations amounting at least to Rs. 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;
- (c) No purchaser or other person dealing with the Security Trustee and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid



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power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the Security Interest of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the Sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

- (d) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein;
- (e) Upon any such sale/ assignment as aforesaid the receipt by the Security Trustee of the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof; and
- (f) In case of carrying out sale/assignment under this Section 17 the Security Trustee shall act in its capacity of a mortgagee and in its own name.

18. TRANSFER OF PROPERTY ACT

18.1 Section 67A

The provisions of Section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents and the Security Trustee, notwithstanding that the Security Trustee may hold two or more mortgages executed by the Borrower including these presents, in respect of which the Security Trustee has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882 and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

Continued Possession

It shall be lawful for the Borrower to retain possession of and the Borrower may use the Mortgaged Property in accordance with the Financing Documents (including any disposal expressly permitted and subject to the terms of the Financing Documents) until the Security Trustee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

18.3 Section 65A

The provisions of Section 65A of the Transfer of Property Act, 1882 shall not apply to this Indenture. The Borrower shall while in lawful possession of the Mortgaged Property have no power to make leases thereof, save and except as permitted under the terms of the Financing Documents or with the consent in writing of the Security Trustee which consent the Security Trustee may grant on such terms and conditions as the Security Trustee (on the instruction from the Lenders) may in its absolute discretion consider fit.



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18.4 Proceeds of the Mortgaged Property

The Security Trustee shall not be liable to make any payment to the Secured Parties from (i) the income and proceeds from the Mortgaged Property except to the extent that the Security Trustee shall have received income or proceeds from the Mortgaged Property to make such payments in accordance with the terms and provisions hereof, or (ii) the income and proceeds from any other security under the Security Documents except to the extent that the Security Trustee shall have received income or proceeds of such security.

19. APPOINTMENT OF RECEIVER

19.1 Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Security Trustee at any time after the security hereby constituted shall have become enforceable may by writing appoint a Receiver of the Mortgaged Property or any part thereof one or more Persons, entities or any Authorised Officer(s) of such Person ("Receiver") and may remove any Receiver so appointed and appoint another in his stead. Where more than one Receiver is so appointed, any reference in this Indenture to a Receiver shall apply to both or all of the Receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receivers may be exercised jointly by the Receivers so appointed or severally by each of them.

19.2 Status, Powers and Remuneration of Receiver

19.2.1 Appointment of any Receiver may be made either before or after the Security Trustee shall have entered into or taken possession of the Mortgaged Property;

19.2.2 Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Security Trustee set forth herein or under Applicable Law or as the Security Trustee may think expedient, including the following rights, powers and authorities: -

- (a) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings and enforce any order or judgement in the name of the Borrower or otherwise as the Receiver shall consider fit;
- (b) to manage or carry on or concur in carrying on the business of the Borrower as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the Receiver except owing to Receiver's gross negligence, wilful default or fraud (as finally determined by a court of competent jurisdiction);
- (c) to make any arrangement or compromise between the Borrower and any other Person or pay any compensation or incur any obligation which the Security Trustee or the Receiver shall consider fit;
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Property on such terms (with or without security) as the Receiver or the Security Trustee shall consider fit and so that, with the prior written consent of the Security Trustee, any such security may be or include a charge on the whole or any part of the Mortgaged Property ranking wholly or partly in priority to or pari passu with the security created hereunder;



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- (e) To make calls, conditionally or unconditionally, on the shares in respect of uncalled capital committed under the Financing Documents;
- (f) To assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Property in such manner and generally on such terms and conditions as the Security Trustee or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
- (g) To make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Property and maintain, renew, take out or increase insurances in the interest of the Security Trustee for maintaining the value of the Mortgaged Property, in every such case as the Security Trustee or the Receiver shall consider fit;
- (h) To obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Security Trustee or Receiver shall consider fit;
- (i) To redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (j) To settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Property or any part thereof;
- (k) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property or any part thereof as the Receiver shall consider fit;
- (l) To implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Property and do all acts and things incidental thereto;
- (m) To do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Project;
- (n) To insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Property against loss or damage by such risks and contingencies in such manner and in all respects as set out in the Second Amended and Restated Security Trustee Agreement, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- (o) To promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Borrower, or otherwise;



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- (p) To do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Security Trustee or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Property;
- (q) To exercise all such other power and authority as the Security Trustee shall consider fit to confer; and
- (r) In the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Borrower shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at the highest default rate applicable under the Financing Documents, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.
- 19.2.3 Unless otherwise directed by the Security Trustee such Receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Security Trustee;
- 19.2.4 Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Security Trustee;
- 19.2.5 Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Security Trustee may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Property;
- 19.2.6 The Security Trustee from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the Security Trustee shall not be bound in any case to require any such security;
- 19.2.7 The Security Trustee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall not in any way be liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Borrower shall or shall not be in liquidation;
- 19.2.8 All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Section;
- 19.2.9 Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for such Receiver's acts and defaults and for his remuneration and for the reimbursement of any and all costs and expenses incurred by the Receiver in respect of any exercise of the Receiver's powers hereunder; and
- 19.2.10 The Receiver shall, in the exercise of the Receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Security Trustee.

20. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of Section 21 (*Protection of Security Trustee and Receiver: Limitation of Liability*), the Borrower does hereby expressly agree with the Security Trustee that neither the Security Trustee nor any Receiver appointed as aforesaid shall, by reason of the Security Trustee or such Receiver entering into or taking possession of the Mortgaged Property or any part thereof, be liable to the Borrower to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

OKWPL as the Borrower 	ATSL as the Security Trustee  
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21. PROTECTION OF SECURITY TRUSTEE AND RECEIVER: LIMITATION OF LIABILITY

Neither the Security Trustee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Security Trustee, save for any loss or damage arising out of the Receiver's or the Security Trustee's gross negligence, wilful default or fraud (as finally determined by a court of competent jurisdiction), as relevant.

22. COSTS AND EXPENSES

22.1 The Borrower shall, upon notice from the Security Trustee and in accordance with the Facility Agreements, immediately pay or reimburse to the Security Trustee all fees for services performed by the Security Trustee, all actual expenses incurred out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Security Trustee its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Security Trustee and the Secured Parties on exercise of any rights, remedies or powers granted hereunder or under the Second Amended and Restated Security Trustee Agreement or under these presents and/or pursuant to other Financing Documents or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title.

22.2 The Borrower shall pay on an actual basis, all legal fees for drafting, stamping and registration of the Financing Documents, costs, charges and expenses of the external legal counsel of the Security Trustee, the Secured Parties and all such sums incurred or paid by the Security Trustee and the Secured Parties or any of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of any rights hereunder including any cost incurred in the assertion or defence of the rights of the Security Trustee as such for, and for the benefit of the Secured Parties as for the protection and preservation of whole or any part of the Mortgaged Property and/or any Security Interest created pursuant to the Security Documents and for the demand, realisation and recovery of the Secured Obligations.

23. STAMP DUTY AND REIMBURSEMENT OF EXPENSES

Stamp Duty and Other Fees on Execution, Registration, etc.

The Borrower shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to any of the Security Documents or according to the Applicable Law for the time being or at any time in force in the State in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Security Trustee may (but is not obligated to) pay such amounts, on behalf of the Borrower. Any money paid by the Security Trustee as aforesaid, shall constitute a part of the Secured Obligations. Without prejudice to the rights of the Secured Parties under this Section 23, the Secured Parties shall make best endeavours to provide documentary evidence, if any, in relation thereto to the Borrower.

23.2 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the Security Trustee in the exercise of any of the rights, remedies or powers granted hereunder, or under the Second Amended and Restated Security Trustee Agreement including without limitation, for payment of any costs, expenses, charges or fees in this Section shall be for the account of the Borrower and the Borrower undertakes promptly on demand in



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writing to pay the same or, as the case may be to reimburse the Security Trustee or its authorised agents, representatives, successors and assignees (all as per the provisions of the Financing Documents) for any such monies paid by the Security Trustee or any of them with interest thereon at the highest default rate

applicable to under the Financing Documents from the date the Borrower receives notice thereof from the Security Trustee and/or its agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Secured Obligations and be secured under these presents.

24. INDEMNITY

The Security Trustee, the other Secured Parties, and every Receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Property in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those involving such person's gross negligence, wilful default or fraud as finally determined by court of competent jurisdiction) on the part of the Security Trustee, the other Secured Parties or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anyway relating to the Mortgaged Property.

25. APPOINTMENT AND RATIFICATION

25.1 Appointment

The Borrower hereby irrevocably appoints the Security Trustee as well as each Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower to act and execute all deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Security Trustee or any Receiver appointed by such Security Trustee and also to execute on behalf of the Borrower at the cost of the Borrower the powers hereunder or by Applicable Law conferred on the Security Trustee or any Receiver appointed by it and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the Security Trustee or any Receiver in that behalf.

Ratification

The Borrower covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 25.1 (*Appointment*) hereinabove.

26. APPLICATION OF MONIES

All monies received by the Security Trustee or any Receiver appointed under these presents whether prior to or as a result of the enforcement of the Security Interest constituted hereunder shall be held in trust and shall be deposited in such account as shall be specified by the Security Trustee and applied by the Security Trustee (except as otherwise required by Applicable Law) in accordance with the provisions of the Financing Documents.



<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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27. LIABILITY TO LENDERS FOR DEFICIENCY

The Borrower shall remain liable to the Secured Parties for any deficiency in the event the monies received by the Security Trustee or the Receiver hereunder are insufficient to discharge the Secured Obligations.

28. WAIVER

28.1 No implied waiver or impairment

No delay or omission of the Security Trustee or any Receiver in exercising any right, power or remedy accruing of it upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Security Trustee or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Security Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Security Trustee herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Financing Documents.

28.2 Express Waiver

A waiver or consent granted by the Security Trustee under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

29. MISCELLANEOUS

29.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Security Trustee and the Borrower, if any discharge or payment in respect of the Secured Obligations by the Borrower or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Security Trustee shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

29.2 Amendment

The Borrower and the Security Trustee may amend or supplement the terms of this Indenture by mutual agreement in writing.

29.3 Other Remedies

The rights and remedies conferred upon the Security Trustee under this Indenture: (a) shall not prejudice any other rights or remedies to which the Security Trustee may, independently of this Indenture, be entitled; and

(b) shall not be prejudiced by any other rights or remedies to which the Security Trustee may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Security Trustee.



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29.4 No Legal Title for the Secured Parties

The Secured Parties shall not have any legal title to any part of the Mortgaged Property; provided however, that the Secured Parties shall have a beneficial interest in the Mortgaged Property. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Secured Parties in and to the Mortgaged Property or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Secured Parties to an accounting or to the transfer to it of legal title to any part of the Mortgaged Property.

29.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Parties any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the Mortgaged Property, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Parties.

30. NOTICES

30.1 Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be (i) in writing (including email except as noted below) and (ii) emailed or sent by a Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified in Section 30.5 below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.

30.2 All such notices and communications shall be effective: (i) if sent by email, when sent (with correct email id and so long as an 'undelivered' notice with respect to such email is not received); (ii) if sent by Person, when acknowledgement by addressee is received as delivered; (iii) if sent by courier, (a) one (1) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; (iv) if sent by registered letter acknowledgement due, when it has been left at the relevant address or 5 (five) days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and (v) if sent by registered letter overseas, when tracking mode indicates delivery of the letter to the addressee, whether actually delivered or not.

An original of each notice and communication sent by email shall be dispatched by Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such Person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this Section 30 as the case may be, without regard to the dispatch of such original.

30.4 Any notice given under this Indenture must be in English. If not in English, and if so required by any Secured Party, accompanied by a certified English translation provided by the Borrower at the Borrower's cost and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.



<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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30.5 Addresses for Notices

A. BORROWER

Attention: Mr. Shanker Bhatia (Head, Project Finance)

Address: ReNew Hub, Commercial Block- 1, Zone 6, Golf Course Road, DLF City Phase- V Gurugram 122009 HR IN

Tel No: 0124 4896670

E- mail: Shanker.bhatia@renewpower.in

B. SECURITY TRUSTEE

Attention: Operations Head

Address: The Ruby, 2nd Floor, South Wing, 29 Senapati Bapat Marg, Dadar West, Mumbai 400028.

Tel No: 022-62300406/07

Email: debenturetrustee@axustrustee.com

30.6 Any notice given under or in connection with the Financing Documents must be in English.

30.7 All other documents provided under or in connection with any Financing Documents must be:

- (a) in English; or
- (b) if not in English, accompanied by a certified English translation and in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

30.8 All notices from the Borrower under this Indenture and the Security Documents shall be sent to the Security Trustee with a copy to all the Lenders.

All notices to the Borrower from any of the Lenders shall also be copied to the Security Trustee.

PROVISIONS SEVERABLE

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

The Borrower hereby confirms the provisions of Section 10 (*Covenants and Permitted Use*) hereof and undertakes that during the subsistence of the security created by the Borrower in favour of the Security Trustee under this Indenture, the Borrower shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in any manner prejudicially affect the securities and the rights created in favour of the Security Trustee acting for and on behalf of and for the benefit of the Secured Parties.



<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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32. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with Indian law.

33. JURISDICTION

33.1 The Borrower agrees that the courts and tribunals in New Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.


33.2 The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at New Delhi and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the courts and tribunals at New Delhi shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such judgement, or in any other manner provided by law.

33.3 Notwithstanding anything contained in this Section 33 (*Jurisdiction*), the right of the Secured Parties to take Proceedings in any other court or tribunal of competent jurisdiction shall not be limited, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not be limited and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

33.4 The Borrower hereby consents generally in respect of any Proceedings arising out of or in connection with any Financing Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in such Proceedings.

To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.



<p>OKWPL as the Borrower</p> 	<p>ATSL as the Security Trustee</p>  
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SCHEDULE 1

DESCRIPTION OF THE MORTGAGED PROPERTY

Serial Number	Description
1.	Non-agricultural land bearing survey no.106/Paiki 1/Paiki 2, admeasuring 2-99-89 hectares situated at Village Naranpar (Ravri), Taluka Bhuj, District Kutch, Gujarat, bounded by government waste land and rest of the land of survey number.106 on east side, government waste land on west and north side, and rest of the land of survey number 106 on south side.

IN WITNESS WHEREOF the Parties have executed the Indenture on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the within named Borrower, **OSTRO KUTCH WIND PRIVATE LIMITED** by the hand of Shri. Jitesh Vasantbhai Vaghela, its authorized officer.

THE COMMON SEAL of **OSTRO KUTCH WIND PRIVATE LIMITED** has pursuant to the Resolution of its Board of Directors passed in that behalf on 28/10/2021 hereunto been affixed in the presence of Shri. Jitesh Vasantbhai Vaghela, its authorized officer, who has signed these presents in token thereof.



SIGNED AND DELIVERED by the within named Security Trustee, **AXIS TRUSTEE SERVICES LIMITED** by the hand of Patawari Sourabh Vijay, its Authorized Officer.



For Axis Trustee Services Limited

[Signature]
Authorized Signatory

Witnesses: -

1. [Signature]

2. [Signature]



OKWPL as the Borrower <u>[Signature]</u>	ATSL as the Security Trustee <u>[Signature]</u>
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ગામ નમુનો નંબર ૭

બ્લોક/સરવે નંબર : ૧૦૬/ પેકી ૧/ પેકી ૨
 સત્તા પ્રકાર : બીન ખેતી
 ખેતરનું નામ : મોરો(પઈ)
 અન્ય વિગતો :

મોજે : નારાયણપર સવરી
 તાલુકો : ભુજ
 જિલ્લો : કચ્છ

પાનું : 1 of 1

લાયક જમીન	ક્ષેત્રફળ હે. આરે. ચોમી.	ખાતા નંબર/ક્ષેત્રફળ/આકાર હે. આરે. ચોમી.	નોંધ નંબરો અને કબજેદારો ના નામ
જરાયત	૨-૯૯-૮૯		૫૬,૪૪૬,૪૪૭,૧૨૯૯,૧૩૨૨,૧૩૫૦,૧૬૯૧,૧૭૬૧, ૧૭૮૧,૧૮૩૮,૧૮૪૮,૧૮૬૯,૧૮૭૦,
કુલ ક્ષેત્રફળ	૨-૯૯-૮૯		
આકાર રૂ.	૨૯૯૯.૦૦	૪૨૩ ૨-૯૯-૮૯ ૬.૨૫	ઓરિજી કચ્છ વીન્ડ પ્રાઇવેટ લીમીટેડ(૧૮૩૮)
જુડી તથા વિષેશધારો રૂ.	૦.૦૦		
પાણીભાગ રૂ.	૦.૦૦		
ગણતીયાની વિગતો		બીજા ફકો અને બોજાની વિગતો ૧૩૨૨, કલેક્ટરશ્રી કચ્છના હુકમ નં.બે-૨-લેન્ડ-બિ.પ્રિ./૨જી.નં.૦૮/૨૦૧૫ તા.૧૧/૬/૨૦૧૫ મુજબ બિનખેતી વિષયક વાણીજ્ય હેતુ માટે પ્રિમિયમ નક્કી થતા<૧૭૬૧> મે.કલેશ્રી કચ્છનાં હુકમ મુજબ ૨૯૯૮૯ ચો.મી. જમીનને નવી અને અવીભાજ્ય શરતના નીચંત્રણો રદ કરવા પુરતી શરતફેર કરીને બીનખેતી વીધયક ઓધોગિક હેતુ માટે વાપરવા દેવા હુકમ<૧૮૪૮> કલેશ્રી કચ્છના હુકમ તા.૧૧/૦૧/૨૦૧૮ વાળા ક્ષેત્રફળ ચો.મી.૨૯૯૮૯ ની જમીન વીજ સબ સ્ટેશનનો ઉધોગ સ્થાપવાના પ્રમાણિત ઉધોગના હેતુ માટે બિનખેતી<૧૮૬૯> મે.કલેશ્રી કચ્છ-ભુજના તા.૨૩/૧૦/૨૦૧૭ મુજબ આ જમીનને ગણોત્તરધારાની કલમ-૮૯ તથા ઓરિજી કચ્છ વાઇન્ડ પ્રાઇવેટ લીમીટેડને ઓધોગિક હેતુ માટે ખરીદ કરવાની પરવાનગી<૧૮૭૦>	



કોમ્પ્યુટરાઈઝ્ડ નકલ

(Signature)

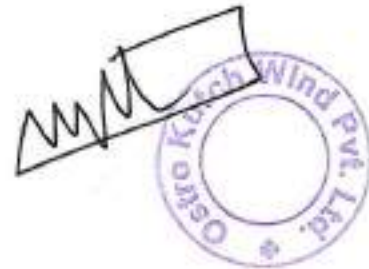
નાયબ મામલતદાર
 ઇ-લેન્ડ-ભુજ-કચ્છ.

#-નામંજુર ૬-તકરારી ૫-૨૬

01/09/2018 02:04 pm ની સ્થિતિએ

વેચાણની નકલ/ Chargeable Copy અંકે રૂ. ૬૦- (રૂપિયા પાંચ પુરા) મળેલ છે, આભાર સહ. પ્રિંટ તા. 27/10/2021 17:25:27
 સૌજન્ય : રાષ્ટ્રીય સૂચના-વિજ્ઞાન કેન્દ્ર, ગુજરાત રાજ્ય નકલ આપનાર કચેરી : મામલતદાર કચેરી, ભુજ

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A ReNew Power Company

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF OSTRO KUTCH WIND PRIVATE LIMITED ('COMPANY') AT THEIR BOARD MEETING HELD ON TUESDAY, THE 26TH DAY OF OCTOBER, 2021 AT COMMERCIAL BLOCK-1, ZONE 6, GOLF COURSE ROAD, DLF CITY PHASE-V, GURUGRAM - 122009

EXECUTION OF INDENTURE OF MORTGAGE

The Chairman informed the Board that the Company proposes to create mortgage over its immovable property (non- agricultural) located at Naranpur (Rabri) Village, Bhuj Taluka at District Kutch, Gujarat to secure the facilities of Rs. 582,90,00,000 (Rupees Five Hundred Eighty Two Crores and Ninety Lacs) sanctioned by State Bank of India, Rs. 650,00,00,000 (Rupees Six Hundred and Fifty Crores) (equivalent to USD 93 million) sanctioned by Asian Development Bank, and Rs. 100,00,00,000 (One Hundred crores) sanctioned by Tata Cleantech Capital Limited (collectively as "Lenders"). The Lenders have appointed Axis Trustee Services Limited ("Security Trustee") as the security trustee, pursuant to the second amended and restated security trustee agreement dated October 8, 2021 ("Second Amended and Restated Security Trustee Agreement") executed between *inter alia* the Company, the Lender and the Security Trustee.

After due deliberations, the Board unanimously passed the following resolutions:

"RESOLVED THAT the Indenture of Mortgage (draft of which has been placed before the Board and such other related documents/deeds/writings, as may be required in connection with the execution of Indenture of Mortgage, in the form and manner acceptable to the Lenders (collectively, the "Mortgage Documents") are hereby approved and accepted including obligations of the Company therein and any of Mr. D Muthukumaran, Mr. Kailash Vaswani, Mr. Shanker Bhatia, Mr. Ankush Khurana, Ms. Himani Sabharwal and Mr. Jitesh Vaghela ("Authorized Signatories") be and are hereby severally authorised, for and on behalf of the Company to approve, finalize, sign and execute the Mortgage Documents, to accept such modifications therein as may be required by the Lenders and dispatch all documents and notices to be signed/dispatched by the Company under or in connection with the aforesaid purpose and to do all such acts, deeds and all things as may be required or considered necessary in connection with or for performance of the obligations of the Company under the Mortgage Documents and such other related documents/deeds/writings as may be required by the Lenders."

"RESOLVED FURTHER THAT the Company does secure the facilities provided by the Lenders (together with all interest, default interest, additional interest, liquidated damages, fees, prepayment premium, costs, charges and all amounts whatsoever stipulated in or payable by the Company in respect of the facilities provided by the Lenders) by creating security interest over the immovable property pursuant to the Mortgage Documents."

"RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on Mortgage Documents and/or any other deeds, undertakings, declaration, agreements, securities, indemnities and writings, which the Lenders may require the Company to execute for the aforesaid purpose and any other deeds, undertakings, declaration, agreements, securities, indemnities and writings, as may be required, for the aforesaid purposes, in the presence of any of the Directors or any of the aforementioned Authorized Signatories in accordance with Articles of Association of the Company and, if required, Common Seal of the Company be taken out of the Registered Office of the Company to any place anywhere in India for execution of any document as may be required under this resolution."

RESOLVED FURTHER THAT the Authorised Signatories of the Company be and are hereby severally authorised to appear before the office of Sub-Registrar for the registration of charge and

Ostro Kutch Wind Private Limited

(A ReNew Power Company)

CIN: U40108DL2015PTC281966

Corporate Office: Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi -110066

Phone No: 0124-4896670, Fax: 0124-4896672

Website: www.ostro.in, Email ID: info@renewpower.in





A ReNew Power Company

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Companies within the stipulated period as prescribed under law in order to register the charge of the complete the formalities pertaining thereto and to file relevant forms with the concerned Registrar of Lenders."

RESOLVED FURTHER THAT the copies of the foregoing resolutions, certified to be true by any one of the Directors of the Company, be furnished to the Lenders or any other person / authority and they be requested to act thereon."

All capitalized terms used herein but not defined should have a meaning as provided under the Second Amended and Restated Security Trustee Agreement.

Certified True Copy
For Ostro Kutch Wind Private Limited

Chander Mohan Verma

Chander Mohan Verma
Director
DIN: 07843786



[Signature]



Ostro Kutch Wind Private Limited
(A ReNew Power Company)

CIN: U40108DL2015PTC281966

Corporate Office: Commercial Block-I, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, New Delhi - 110066

Phone No: 0124-4896670, Fax: 0124-4896672

Website: www.ostro.in, Email ID: info@renewpower.in

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ભારત સરકાર

Government of India

વાઘેલા જીતેશ

Vaghela Jitesh

જન્મનું વર્ષ / Year of Birth : 1978

પુરુષ / Male



5357 3778 3007

આધાર - સામાન્ય માણસનો અધિકાર



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

Unique Identification Authority of India

સરનામું:

S/O: વાઘેલા વસંતભાઈ, 1, વસંત
વિહાર, મહાવીર કોલોની ની સામે,
પંચરત્ન સોસાયટી, અંજાર, કચ્છ,
અંજાર, ગુજરાત, 370110

Address:

S/O: Vaghela Vasantbhai,
1, vasant vihar, opp mahavir
colony, panchratna Society, Anjar,
Kachchh, Anjar, Gujarat, 370110

5357 3778 3007



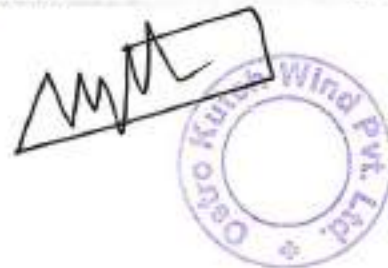
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1800 300 1947



help@uidai.gov.in

www

www.uidai.gov.in



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AXIS TRUSTEE SERVICES
LIMITED

16/05/2008

Permanent Account Number

AAHCA3172B



Signature



Handwritten signature



ATSL/DEL/2021-2022/1225
October 26, 2021

LETTER OF AUTHORITY



Dear Mr. Sourabh Patawari

Sub.: OSTRO KUTCH WIND PRIVATE LIMITED- Execution of Transaction Documents

We are appointed as Security Trustee for the captioned facilities, pertaining to which following transaction documents are proposed to be executed at SRO Office, Bhuj, Opposite Accord Hospital Mundra Road, Kutch on October 28, 2021:-

Particulars of Documents:

Sr. No.	Name of the document	Parties
1.	Indenture of Mortgage	Ostro Kutch Wind Private Limited (Borrower) in favour of Axis Trustee Services Limited

In this connection and in furtherance to the power of attorney dated 26th November, 2020, we hereby authorise you to sign, execute/accept and do necessary acts in relation to the execution / registration of the aforesaid document.

We request you to hand over the custody of the executed documents to our desk office ATSL - Karol Bagh Delhi.

Kindly update the ATSL officer concerned on close of execution of the documents executed and/or handed over.

Yours truly,

For Axis Trustee Services Limited

Anil Grover

Digitally signed by
Anil Grover
Date: 2021.10.26
12:40:19 +05'30'

Anil Grover

Authorised Signatory



Handwritten signature

Registered Office:
Old House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli Mumbai - 400 025
Corporate Office:
The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai-400 028
Tel No.: 022-62300451 Fax No.: 022-6230 0700 Website- www.axistrustee.com
Corporate Identify Number: U74999MH2008PLC182264 | MSME Registered UAN: MH19E0033569





भारत सरकार



पटवारी सौरभ विजय
Patawari Sourabh Vijay
DOB: 09-03-1989
Gender: Male



7207 6592 1259

आधार - आम आदमी का अधिकार

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भारतीय विदेशी बहपान प्राधिकरण

INDIA POST INDIA

S/o पटवारी विजय बछराज, ए-
402 तुलप सीटाडेल, श्रेयस टेकरा,
अम्बवादी, अहमदाबाद कहेर,
अहमदाबाद, गुजरात, 380015

Address:
S/o Patawari Vijay Bachhraj, E -
402 Tulip Citadel, Shreyas Tekra,
Ambawadi, Ahmadabad City,
Ahmadabad, Gujarat, 380015



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1800 300 1947

help@india.gov.in

www.india.gov.in

P.O. Box No. 1947
Bangalore-560 001

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ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India
Government of India

નોંધણીની ઓળખ / Enrollment No.: 1190/50235/01666

To
ગોસ્વામી સ્મિતગીરિ ભરતગીરિ
Goswami Smitgiri Bharatgiri
S/O: Goswami Bharatgiri Madhavgiri
Plot No-42 Collage Road
Jay Nagar Ni Bajuma Vardhman Nagar
Bhuj City
Bhuj
Bhuj Kachchh
Gujarat 370001
8000008163

02/08/2013

129835888



ML298358886FT



તમારો આધાર નંબર, Your Aadhaar No. :

2474 4873 6782

આધાર - સામાન્ય માણસનો અધિકાર



ભારત સરકાર

Government of India



ગોસ્વામી સ્મિતગીરિ ભરતગીરિ
Goswami Smitgiri Bharatgiri
જન્મ તારીખ / DOB : 08/05/1991
પુરુષ / Male

**2474 4873 6782**

આધાર - સામાન્ય માણસનો અધિકાર

BHJ

14258 3740

2021**આધાર****ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ****ભારત સરકાર**
Unique Identification Authority of India
Government of India

સામગ્રિક ક્રમ નંબર/Enrolment No.: 2173/48038/58837

Download Date: 22/07/2021

To

રાધોડ ગૌરવ અનિલ
Rathod Gaurav Anil2217/A
Juni Bhagvati Park
Kaliyabid
Bhavnagar
Bhavnagar Bhavnagar Takhteshwar
Gujarat - 364002
9998909901

Generation Date: 28/06/2021



આધાર નંબર / Your Aadhaar No. :

8243 2576 9100

મારો આધાર, મારી ઓળખ

**ભારત સરકાર**
Government of Indiaરાધોડ ગૌરવ અનિલ
Rathod Gaurav Anil
જન્મ તારીખ/ DOB: 06/09/1987
પુરુષ / MALE**8243 2576 9100**

મારો આધાર, મારી ઓળખ



Government of India

**AADHAAR**

સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખાણનું પ્રમાણ ભૌતિકાવધન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- આધાર દેશભરમાં માન્ય છે.
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામાં ઉપયોગી થશે.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

**આધાર****ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ**
Unique Identification Authority of Indiaસરનામું :
2217/અ, જુની ભગવતી પાર્ક,
કાલીયાબિડ, ભાવનગર,
ભાવનગર,
ગુજરાત - 364002Address:
2217/A, Juni Bhagvati Park,
Kaliyabid, Bhavnagar,
Bhavnagar,
Gujarat - 364002**8243 2576 9100**

1122



help@uidai.gov.in



www.uidai.gov.in

(W) 28/10/2021 12:08 PM

BHJ		
14258	38	40
2021		

Serial No. 14258 Presented of the office of the
Sub-Registrar of S.R.O - Bhuj
Between the hour of 11 To 12 on Date
28/10/2021

Receipt No :- 2021041024429

Received Fees as following

	Rs.
Registration	15000.00
Side Copy Fee (200)	4000.00
Other Fees	0.00
TOTAL :-	19000.00

20211025798894132



OSTRO KUTCH WIND PRIVATE LIMITED
AUTHORISED OFFICER JITESH VASANTBHAI
VAGHELA

Jayantibhai Mangaldas Gor
Sub Registrar
S.R.O - Bhuj

Jayantibhai Mangaldas Gor
Sub Registrar
S.R.O - Bhuj



Sl. no. Party Name and Address Age Photograph Thumb Impression Signature

1 OSTRO KUTCH WIND PRIVATE
LIMITED AUTHORISED OFFICER
JITESH VASANTBHAI VAGHELA
138, ANSAL CHAMBER-2, BHIKAJI
CAMA PLACE, NEW DELHI, SOUTH
WEST DELHI, 110066,

42



Claiming

2 AXIS TRUSTEE SERVICES LIMITED
AUTHORISED OFFICER PATAWARI
SOURABH VIJAY
AXIS HOUSE, BOMBAY DYEING
MILLS COMPOUND, PANDHURANG
BUDHKAR MARG, WORLI,
MUMBAI-400025

32



Executing Party
admits execution

(W) 28/10/2021 12:08 PM

BHJ		
14258	39	40
2021		

1 SMIT B. GOSWAMI-ADVOCATE
VARDHMAN NAGAR, BHUJ-KUTCH



2 RATHOD GAURAV ANIL
2217/A, JUNI BHAGVATI PARK, KALIYABID, BHAVNAGAR,



State that they personally known above named
executant and Indetifies him/them.

1.

[Signature]

2.

[Signature]

Date: 28 Month: October -2021



[Signature]
Jayantibhai Mangaldas Gor
Sub Registrar
S.R.O - Bhuj

Received Copies of Certified Evidence of Seller, Buyer and
Identifiers of Document

Date: 28/10/2021

[Signature]
Jayantibhai Mangaldas Gor
Sub Registrar
S.R.O - Bhuj

(W) 28/10/2021 3:01 PM

BHJ		
14258	40	40
2021		

1	Book No.	14258	Registered No.
Date: 28-10-2021			



Jayantibhai Mangaldas Gor
Sub Registrar
S.R.O - Bhuj

