સબ-રજસ્ટ્રાર કચેરી S.R.O - SANTALPUR અનક્રમણિકા નેબર - ૨

	શરો	
	અનુક્રમ, વોલ્યુમ અને પૂષ્ટ નંબર	484
	સહીની તારીખ   અનુક્રમ, વોલ્યુમ અને પૂષ્ટ નંબર નોંધણીની તારીખ	23/05/2022
	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	NKG Infrastructure Limited Authorised Signatory Mohit Gupta
	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના લુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું અથવા આદેશના સંબંધમાં વાદીનું નામ	ICICI BANK LTD Authorised Signatory Vishwanath Khanna
	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	% 69 % Sq. Mtrs
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	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	Survey No.152/1 Plot No.65/p,66 & 69 Admeasuring.264967,Sq.Mtrs
	દસ્તાવેજનો પ્રદાર અને અવેજ (ભાડા) સર્વે નંબર પેટા વિભાગ પટાના કિસ્સામાં આકાર પટે આપનાર નંબર અને ઘર નંબર અથવા પટે રાખનાર આપે છે તે (જો કંઈ પણ હોય તો) જણાવલું)	CHARANKA ગીરો મૂકેલી મિલ્કતનું ફેર માલિકી ફેર ખત કો.0.00
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ઇ-પેમેન્ટ થી ટ્રાન્એક્શન ID No. <u>20220524825617914</u> Date. <u>24-05-2022</u> થી મળેલ છે.

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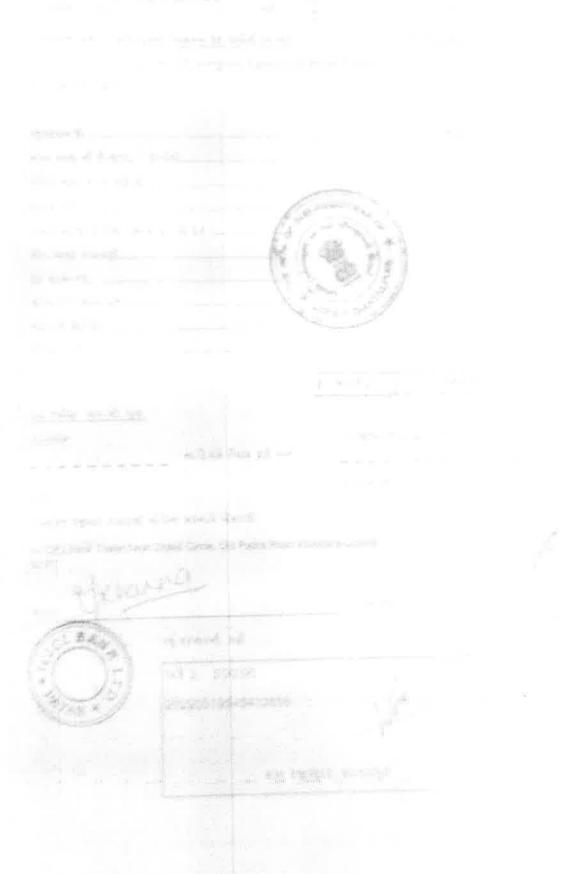
તારીખ : 24/05/2022

અરજી નંબર: 8012022687908



આ નકલ સીસ્ટમ જનસેટેડ હોવાથી સબરજીસ્ટ્રારની સહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુક્રમણિકા નં :૨ ની નકલમાં કોઈ ફેરફાર/ચેડા કરવા કે ખોટી નકલ બનાવવી ફોજદારી ગુન્હો બને છે.

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#### SS&IGR-GUJARAT

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Disclaimer: This is a digitally system generated e-Challan, Which does not require signature



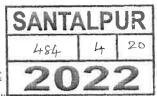




This e-stamp paper forms an integral part of the Deed of Reconveyance executed between ICICI Bank Limited and NKG Infrastructure Limited

ICICI Bank Limited NKG Infrastructure Limited

1



#### DEED OF RECONVEYANCE

This Deed of Reconveyance (hereinafter referred to as this "Deed") is made on the date and at the place as mentioned in serial no. 1 of Schedule I hereto

#### BETWEEN:

ICICI BANK LIMITED, a company registered under the Companies Act, 1956 and a banking company within the meaning of the Section 5 (c) of the Banking Regulation Act, 1949, having its Registered Office at ICICI Bank Tower, Near Chald Circle, Old Padra Road, Vadodara, Gujarat - 390 007 and its Corporate Office at ICICI Bank Tower, 6th Floor, North Tower, Bandra Kurla Complex, Mumbai-400051 and having its Branch Office amongst other places at ICICI Bank Tower, NBCC Place, Bhisma Pitamah Marg, Pragati Vihar, New Delhi-110003 (hereinafter referred to as "Mortgagee" or "Lender" which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns) of the FIRST PART.

#### AND

M/s NKG INFRASTRUCTURE LIMITED, a company registered under the Companies Act, 1950 with Corporate Identification Number ("CIN") U74899DL1989PLC038371 and having its Registered Office at 204, Kailash Building, 26, K. G. Marg, New Delhi-110001 (hereinafter referred to as the "Mortgagor" or "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the SECOND PART.

The Mortgagee and the Mortgagor are hereinafter referred to as the "Parties" and individually as the "Party".

#### WHEREAS:

- (A) Pursuant to the facility agreements, as mentioned in serial no. 2 of Schedule I hereto(hereinafter referred to as the "Facility Agreements") entered into by the Borrower with the Lender, the Borrower as the Mortgagor has, vide Indenture of Mortgage, as mentioned in Schedule II hereto (hereinafter referred to as the "Indenture of Mortgage") executed by the Mortgagor in favour of the Mortgagoe; mortgaged and charged in favour of the Mortgagoe as the Lender, the properties and assets belonging to the Mortgagor as mentioned in Schedule III hereto (hereinafter referred to as the "Mortgaged Properties" or "Released Properties) in order to scapte the Mortgago Debt in respect of the credit facilities up to the principal amounts, as mentioned in Schedule II hereto (hereinafter referred to as the "Facilities").
- (B) The Borrower has now duly repaid the Facilities and all amounts due thereunder to the Lenderand the Lenderhas issued the no dues certificate as mentioned in Schedule II hereto to the Borrower (hereinafter referred to as the "No Dues Certificate").
- (C) Now at the request of the Mortgagor, the Mortgagee has agreed to release the Mortgaged Properties from the security created in respect of the Facilities.

(D) Accordingly, the Parties have agreed to execute this Deed as herein contained

AND SANTAL SANTA

ICICI Bank Limited

NKG Infrastructure Limited





# INTERPRETATION

- The Schedules to this Deed shall be considered an integral part of this Deed. 1 1
- In this Deed: 1.2
- capitalized terms used but not defined herein shall have the meanings as ascribed to them 1.2.1 under Indenture of Mortgage or the Facility Agreements;
- words denoting the singular shall include the plural and vice versa; 1,2.2
- Unless the context otherwise requires references to clauses or schedules are to clauses or 1.2.3 schedules of this Deed;
- headings are inserted for convenience only and shall be ignored in construing this Deed; 1.2.4
- reference to any statute or statutory provision includes a reference to that statute or statutory 1.2.5 provision as amended, extended or re-enacted or consolidated (from time to time) and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws and guidelines).

#### RELEASE 2.

The Mortgagee hereby releases unto and in favour of the Mortgagor all its rights and interest over the Released Properties, in respect of / from the mortgage created to secure the Mortgage Debt in respect of the Facilities.

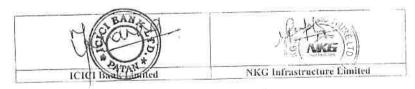
#### SAVINGS 3.

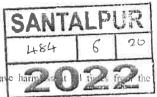
Nothing contained in this Deed shall operate so as to prejudice, affect or exclude:

- Any other security, mortgage, charge, guarantee or lien whether of or against the Borrower or of third parties which the Lender may for the time being hold or would have held but for release of the Released Properties from/in respect of mortgage created to secure the Facilities.
- Any of the Lender's rights or remedies in respect of any present or future security, guarantee, obligation or decree for the Borrower's indebtedness or liability to the

#### STAMP DUTY, COSTS AND EXPENSES 4.

- The Mortgagor agrees to pay all stamp, registration and similar taxes or charges which may 4.1 be payable in connection with the acceptance, delivery, performance or enforcement of this
- The Mortgagor shall reimburse and pay to the Mortgagee immediately on demand actual 4.2 stamp duty and other charges and expenses as may be applicable/payable and/or incurred in connection with preparation, perfection and execution of this Deed. If at any time hereafter it is found or required that any extra stamp duty is payable on this Deed, and/or if it is ascertained that stamp duty at a rate higher than the duty presently paid on this Deed, is payable/required to be paid, then the Mortgagor shall immediately pay the same with penalty





(if any) and keep the Mortgagee indemnified and save payment thereof.

4.3 The Mortgagor hereby agrees to indemnify and keep the Mortgagee indemnified at all times against any and all loss, costs, charges, expenses and liabilities including penaltics with respect to or resulting from delay or omissions to pay any such stamp, registration and similar taxes or charges. Such stamp, registration and similar taxes or charges (if not paid or reimbursed by the Mortgagor) shall be deemed to be the amounts due under/in relation to the Facilities.

#### 5. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of India, Any disputes arising under / in relation to this Deed shall be subject to the exclusive jurisdiction of the Courts at the place as mentioned in serial no. 3 of Schedule I hereto. This shall not however limit the rights of the Mortgageeto take proceedings in any other court of competent jurisdiction.

#### SCHEDULE I

Sr. No.	Particulars	Details
Ē	Date and Place of the Deed	VARAHI
2.	Details of the Facility Agreements	External Commercial Borrowing ("ECB") facility of Euro 9.9 million
	SUB PROPERTY OF THE PROPERTY O	ECB Facility Agreement dated 13th December 2011 and supplementary Facility Agreements dated 21st December 2011 and 14th March 2012 entered into between the Borrower and the Lender pursuant to the Credit Arrangement Letter ("CAL") No. 12/IBGSIN/38796 dated 13st December 2011 and amendatory CAL No. 12/IBGSIN/40729 dated 06th February 2012  2) Rupee Term Loan facility of Rs. 397.0 million  Rupee Term Loan Agreement dated 28th December 2011 entered into between the Borrower and the Lender pursuant to the CAL No. 12/CBGDEL/39342 dated 28th December 2011
		3) Derivative Facility of Rs. 320.7 million
		ISDA Agreement dated 25th March 2011 entered int between the Borrower and the Lender pursuant to th CAL No. 12/CBGDEL/37463 dated 17th October 2011
		(The ECB Facility Agreement, the Rupee Term Loa Agreement and the ISDA Agreement are herematic collectively referred to as the "Facility Agreements"
3.	Place of jurisdiction	Gujarat

# SCHEDULE II

# DETAILS OF THE FACILITIES, INDENTURE OF MORTGAGE AND NO DUES CERTIFICATES

LENDER	DETAILS OF THE FACILITIES	DETAILS OF THE INDENTURE OF MORTGAGE	DETAILS OF THE NO DUES CERTIFICATES
ICICI Bank Limited	9.9 million:	220	1) ICICI letter No. LCG193491208635 dated 22 <sup>nd</sup> October 2019 for ECB facility of Euro 9.9 million;  2) ICICI letter No. LCG193491208636 dated 22 <sup>nd</sup> October 2019 for Rupee Term Loan facility of Rs. 397. million;  3) ICICI letter No. LCG193491208637 dated 22 <sup>nd</sup> October 201 for Derivative facility of Rs. 320,7 million;











All that piece and parcel of leasehold immovable property bearing Plot Nos. 65/P, 66 & 69 total admeasuring 264967 sq. mtrs. which is a part of Survey No. 152/1 situated at Mouje: Charanka, Taluka: Santalpur, District: Patan in Gujarat, presently under the possession of the Mortgagor, and bounded as follows:

East

Plot Nos. 67 & 68

West

Nala

North Plot Nos. 45 & 46

South Piot No. 68

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future,

(hereinaster referred to as the "said Immovable Property");

# A. Description of the said Power Purchase Agreement

All rights, title, interest, claims, benefits, demands, both present and future, relating to or arising out of Power Purchase Agreement dated 29<sup>th</sup> November, 2010 between the Mortgagor and Gujarat Urja Vikas Nigam Limited,

(hereinafter referred to as the "said Power Purchase Agreement"),

### B. Description of the said Project Agreements

All rights, title, interest, claims, benefits, demands, both present and future, relating to or arising out of:-

- Contract Agreement dated 22<sup>nst</sup> April, 2014 between the Mortgagor and PPS Enviro Power Private Limited for appineering, procurement and construction for installation of 10.5 MWP Solar Farm as amended, amended and restated, modified, substituted or replaced from time to time;
- Contract Agreement dated 4th May, 2011 between the Mortgagor and PPS Environment Private Limited for supply of Solar Modules for 10 MWP Solar Power Plant as amended, amended and restated, modified, substituted or replaced from time to time; and
- Supply and Service Agreement dated 14th December, 2011 for 10.6 MW Solar Photovoltaic Power Plant betweenthe Mortgagor and M/s Delta Energy Systems India Private Limited.as amended, amended and restated, modified, substituted or replaced from time to time;

(hereinafter referred to as the "said Project Agreements");

# C. Description of the said Insurance Policy

All rights, interests, claims and benefits under all insurance policies taken and/or to be taken out in connection with or relating to the project of the Mortgagor,

(hereinafter referred to as the "said Insurance Policy");

ICIC The Amited NKG Infrastructure Limited

# D. Description of the said Receivables

All rights, title, interest, claims, benefits, demands, both present and future, in, to, under and in respect of all the operating cash inflows and cash receivables of the project including all monies credited and/or deposited in the designated ICICI bank account established by the Mortgagor,

(hereinafter referred to as the "said Receivables");

(the said Immovable Property, the said Power Purchase Agreement, the said Project Agreements, the said Insurance Policy and the said Receivables are hereinafter collectively referred to as the "Mortgaged Properties" or the "Released Properties").

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year as mentioned in serial nor 1 of Schedule I hereinabove.

@cesser

For the Mortgagor:

The Common Seal of the Mortgagor, NKG )
Infrastructure Limited has been affixed )
hereto pursuant to the resolution of its Board of )
Directors dated 12th 14th 2022 in the presence of MOH I C UP of 1
[and \_\_\_\_\_\_\_\_], who have in token thereof subscribed [his/her/their respective] signature(s) hereto.

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NKG Infrastructure Limited



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EXTRACT OF THE MINUTES MEETING OF BOARD OF DIRECTORS OF NKG INFRASTRUCTURE LIMITED FOR THE FINANCIAL YEAR 2022-23 HELD ON THURSDAY 12<sup>TH</sup> DAY OF MAY, 2022 AT 11.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 204, KAILASH BUILDING, 26; K.G. MARG, NEW DELHI-110001

The Chairman informed the Board that Company ("Borrower") has fully repaid the Facilities and all amounts due thereunder as sanctioned by the ICICI Bank Limited ("Lender") against mortgage of leasehold immovable property of 10 MW Solar Power Plant located at Plot no. 65/P, 66 & 69 which is a part of survey No. 152/1, situated at Mouje Charanka, Taluka: Santalpur ("Immoveable Property") in the registration Sub District of Santalpur and District of Patan, Gujarat and the Lender has issued the no dues certificate to the Borrower, which has been attached for reference.

The Chairman further informed the Board that mortgage/charge on the above mentioned leasehold property need to be released by ICICI Bank Limited by executing reconveyance deed and fresh mortgage/charge on the said property to be created after the execution of Indenture of mortgage deed in favour of the SBI Consortium or SBICAP Trustee acting on behalf of the SBI Consortium.

After detail discussions following resolution were passed.

**ESOLVED THAT** Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of Company be and is hereby authorised to appear at the office of the Sub Registrar of talpur, Ahemdabad for the purpose of release of the said immoveable property:

**RESOLVED FURTHER THAT** Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorized to sign, submit, and execute the reconveyance deed and to execute the all necessary documents in respect to release of charge/mortgage of leasehold immovable property of 10 MW/Solar Power Plant located at Plot no. 65/P, 66 & 69 which is a part of survey No. 152/1, situated at Mouje Charanka, Taluka: Santalpur in the registration Sub District of Santalpur and District of Patan, Gujarat, which was earlier created in favour of ICICI Bank Limited.

"RESOLVED FURTHER THAT Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorized to sign, submit, deliver and execute the Indenture of mortgage deed pertaining to the above mentioned immoveable property at the office of the Sub Registrar of Bavla, Ahemdabad

"RESOLVED FURTHER THAT Mr. Mohit Gupta (Manager Banking & Finance). Authorised Signatory of the Company be and is hereby authorized to do all such acts, deeds, matters and things in connection with or anyway relating to the mortgage of Gujarat solar power property or as may be necessary or expedient to give effect to this resolution.

Rath Singh

SUB

NKG Infrastructure Limited

(An ISO 9001 : 2008, ISO 14001 : 2004 and OHSAS 18001 : 2007 Certified Company)
Regd. & Corp. Office: 2004, Kailash Bylding, 26, K.G. Mary, New Delhi. - 110 001
Tel: -+91-11-47682800 Fox: --91-11-47682801 Email: nhg@nkgndtm.com.ul www.rkginftm.com.



"RESOLVED FURTHER THAT the Common Seal of the Company be affixed thereto in the presence of Mr. Mohit Gupta do sign the same in token thereof.

"RESOLVED FURTHER THAT certified true copies of the aforesaid Resolutions be and are hereby authorised to be forwarded to the Sub Registrar, Security Trustee or SBI Consortium and they be requested to act thereon.

Certified to be true copy For NKG Infrastructure Limited

Rock Lingh Rakhi Singh

Company Secretary M.No-F-9784

NI.NO-F-9764

Add-204, Kailash Building,

26, K.G. Marg, New Delhi-110001





NKG Infrastructure Limited

(An ISO 9001 : 2008, ISO 14001 : 2004 and OHSAS 18001 : 2007 Certified Company)

Rept. 8 Corp. Office 204. Kollash Bydding. 26, K. G. Marg. New Delhi - 110 001

Tel. +91-11-47682800 Fax. +91-11-47682801 Email : nkg:2nkginfra.com ut. www.nkginfra.com CIN-U74899DI. 1989PLC038371



May 19, 2022

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr. Vishwanath Narendrakumar Khanna, Employee number 126361, is an employee of our Bank since February 24, 2005. He is currently in the grade of Assistant General Manager.

We understand that this letter is required for official purposes to execute reconveyance deed to be signed in case of NKG Infrastructure Limited).

Regards,

Girish Gopan HR Manager Human Resources Management Group Email id: girish.gopan@icicibank.com THE SUB-

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AMIT MAHAJAN F 480030

Agenorised Signatory

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SANTALPUR

2022

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Serial No. <u>484</u> Presented of the office of the Sub-Registrar of S.R.O - SANTALPUR Between the hour of <u>17 To 18</u> on Date 23/05/2022

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Receipt No :- 202222200000688		
Received Fees as following	Rs.	
Registration	100.00	
Side Copy Fee (20)	400.00	
Other Fees	0.00	
TOTAL :-	500.00	
TOTAL:-	500.00	

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ICICI BANK LTD Authorised Signatory Vishwanath
Khanna

Vishnubhai Hargovanbhai Desai Sub Registrar S.R.O - SANTALPUR - Men

Vishnubhai Hargovanbhai Desal Sub Registrar S.R.O - SANTALPUR

			_	
Slino	Party	Name	and	Address

Photograph

Thumb Impression

Signature

Executing

 ICICI BANK LTD Authorised Signatory Vishwanath Khanna
 At,ICICI Bank Tower,Near Chakli Circle, Old Padra Road,Vadodara-Gujarat-39007





Chang

Claiming

2 NKG Infrastructure Limited Authorised Signatory Mohit Gupta At 204,Kailash Building,26,K.G.Marg,New Delhi-110001 16 .

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- 1 laddha Giriraj Ramratan At.Shahibaug,Ahmedabad
- 2 Kanabar Nareshkumar Jayantilal At.Varahi,Ta.Santalpur,Dist.Patan





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

1. Recession

2.

Kinaber Base & Kirner Tayartilul

Date: 23 Month: May -2022

Vishnubhai Hargovanbhai Desai Sub Registrar S.R.O - SANTALPUR

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

Date: 23/05/2022

Vishnubhai Hargovanbhai Desai Sub Registrar S.R.O - SANTALPUR



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	2022	

(W) 24/05/2022 10:52 AM

Book No.

484

Registered No.

Date: 23-05-2022

Vat-

Vishnubhai Hargovanbhai Desai Sub Registrar S.R.O - SANTALPUR

