

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83070091155610U
Certificate Issued Date	: 03-Sep-2022 02:58 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345687931382758U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



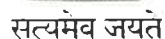
Please write or type below this line

This stamp paper forms an integral part of

dated SEPTEMBER 07, 2022

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83070378867075U
Certificate Issued Date	: 03-Sep-2022 02:58 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345679731106859U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

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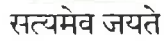
dated SEPTEMBER 07, 2022

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Government of National Capital Territory of Delhi

Certificate No.	: IN-DL83070016796655U
Certificate Issued Date	: 03-Sep-2022 02:58 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345688508894853U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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This stamp paper forms an integral part of master restructuring
agreement dated SEPTEMBER 07, 2022

Diagram

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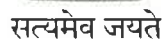
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Anu

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(A)
(A)

Diagram

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83069680378710U
Certificate Issued Date	: 03-Sep-2022 02:57 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345688967197233U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL83069494543817U
Certificate Issued Date : 03-Sep-2022 02:57 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900345689380257858U
Purchased by : GMR WARORA ENERGY LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : GMR WARORA ENERGY LIMITED
Second Party : STATE BANK OF INDIA
Stamp Duty Paid By : GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



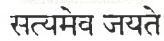
Please write or type below this line

This stamp paper forms an integral part of master restructuring
agreement dated SEPTEMBER 01, 2022

(Handwritten signatures and initials)

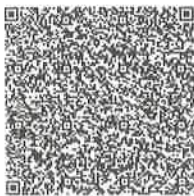
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Government of National Capital Territory of Delhi

Certificate No.	: IN-DL83069116225326U
Certificate Issued Date	: 03-Sep-2022 02:57 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345690556090813U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

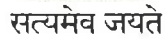


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agreement dated SEPTEMBER 07, 2022

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Government of National Capital Territory of Delhi

Certificate No.	: IN-DL83069153059450U
Certificate Issued Date	: 03-Sep-2022 02:56 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345691282636885U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



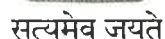
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83068718513910U
Certificate Issued Date	: 03-Sep-2022 02:56 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345691877951703U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

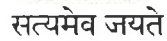


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Government of National Capital Territory of Delhi

Certificate No.	: IN-DL83068785987138U
Certificate Issued Date	: 03-Sep-2022 02:56 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345692804191867U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

IN-DE 8306878598713811

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL83067589788293U
Certificate Issued Date : 03-Sep-2022 02:55 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900345693379597911U
Purchased by : GMR WARORA ENERGY LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : GMR WARORA ENERGY LIMITED
Second Party : STATE BANK OF INDIA
Stamp Duty Paid By : GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

IN-DL83067589788293U

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agreement dated SEPTEMBER 07, 2022

Handwritten signatures and initials are present, including a large signature on the right and several initials on the left.

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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL83067500382778U
Certificate Issued Date	: 03-Sep-2022 02:55 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345693777815376U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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Certificate No.	IN-DL83063104632975U
Certificate Issued Date	03-Sep-2022 02:51 PM
Account Reference	IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	SUBIN-DL85900345745877544691U
Purchased by	GMR WARORA ENERGY LIMITED
Description of Document	Article 5 General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	GMR WARORA ENERGY LIMITED
Second Party	STATE BANK OF INDIA
Stamp Duty Paid By	GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	500 (Five Hundred only)



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL83062993516961U
Certificate Issued Date	: 03-Sep-2022 02:50 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345746357862140U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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Certificate No.	: IN-DL83062804093570U
Certificate Issued Date	: 03-Sep-2022 02:50 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345747026905558U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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master restructuring

agreement

dated SEPTEMBER 07, 2022

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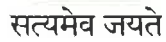
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Certificate No.	: IN-DL83062369692862U
Certificate Issued Date	: 03-Sep-2022 02:50 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345747959083665U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

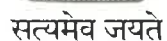


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Certificate No.	: IN-DL83062109646373U
Certificate Issued Date	: 03-Sep-2022 02:50 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345748484219380U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



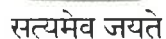
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IN 91.83082 1696463730

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e-Stamp

Certificate No.	: IN-DL83062003813447U
Certificate Issued Date	: 03-Sep-2022 02:49 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345749094286161U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This stamp paper forms an integral part of

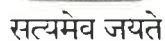
master restructuring

dated SEPTEMBER 07, 2022

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Certificate No.	: IN-DL83061871616496U
Certificate Issued Date	: 03-Sep-2022 02:49 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345749929535868U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
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GMR WARORA ENERGY LIMITED GMR WARORA ENERGY LIMITED GMR WARORA ENERGY LIMITED GMR WARORA ENERGY LIMITED



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL83066014025692U
Certificate Issued Date : 03-Sep-2022 02:54 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900345694208996673U
Purchased by : GMR WARORA ENERGY LIMITED
Description of Document : Article 26 Customs-Bonds
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : GMR WARORA ENERGY LIMITED
Second Party : STATE BANK OF INDIA
Stamp Duty Paid By : GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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e-Stamp

Certificate No.	: IN-DL83065628972792U
Certificate Issued Date	: 03-Sep-2022 02:53 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345694665388108U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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Am Maya

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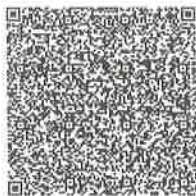
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date	: 03-Sep-2022 02:53 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345695541583140U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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agreement dated SEPTEMBER 07, 2022

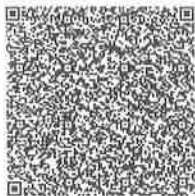
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Certificate No.	: IN-DL83065216867379U
Certificate Issued Date	: 03-Sep-2022 02:53 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345698250179964U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



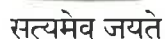
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dated SEPTEMBER 07, 2022

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Certificate No.	: IN-DL83064890293231U
Certificate Issued Date	: 03-Sep-2022 02:53 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345701915977411U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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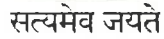
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agreement dated SEPTEMBER 07, 2012
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dated SEPTEMBER 07, 2022

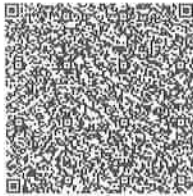
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Certificate No.	: IN-DL83064859988147U
Certificate Issued Date	: 03-Sep-2022 02:52 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345707500575676U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



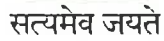
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Certificate No.	: IN-DL83064751276166U
Certificate Issued Date	: 03-Sep-2022 02:52 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345708271380066U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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₹500

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Certificate No.	: IN-DL83064495782236U
Certificate Issued Date	: 03-Sep-2022 02:52 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900345708799332121U
Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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IN-DL83064495782236U

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₹500

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Certificate No.	: IN-DL83064467210712U
Certificate Issued Date	: 03-Sep-2022 02:52 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
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Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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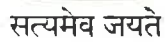
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Certificate No.	: IN-DL83063702106999U
Certificate Issued Date	: 03-Sep-2022 02:51 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
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Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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Certificate No.	: IN-DL83063636084532U
Certificate Issued Date	: 03-Sep-2022 02:51 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
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Purchased by	: GMR WARORA ENERGY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GMR WARORA ENERGY LIMITED
Second Party	: STATE BANK OF INDIA
Stamp Duty Paid By	: GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

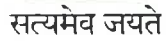


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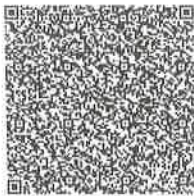
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Certificate Issued Date	03-Sep-2022 02:51 PM
Account Reference	IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	SUBIN-DL85900345744519135652U
Purchased by	GMR WARORA ENERGY LIMITED
Description of Document	Article 5 General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	GMR WARORA ENERGY LIMITED
Second Party	STATE BANK OF INDIA
Stamp Duty Paid By	GMR WARORA ENERGY LIMITED
Stamp Duty Amount(Rs.)	500 (Five Hundred only)



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MASTER RESTRUCTURING AGREEMENT

BETWEEN

GMR WARORA ENERGY LIMITED

(as the Borrower)

AND

STATE BANK OF INDIA

(as the Facility Agent for the Rupee Lenders)

AND

THE PERSONS SET FORTH IN SCHEDULE I HERETO

(as the Credit Facility Providers)

EXECUTED ON THE 07 DAY OF SEPTEMBER, 2022

LINK / LEGAL

New Delhi • Mumbai • Bengaluru • Hyderabad • Chennai • New York

MASTER RESTRUCTURING AGREEMENT

This **MASTER RESTRUCTURING AGREEMENT** (referred to as this “**Agreement**”) is executed at NEW DELHI on this the 07 day of SEPTEMBER, 2022.

AMONGST

GMR WARORA ENERGY LIMITED, a company within the meaning of the Companies Act, 1956 and validity existing under the Companies Act, 2013 with Corporate Identity No. U40100MH2005PLC155140 and having its registered office at 01/704, 7th Floor, Naman Centre, A Wing, BKC, Bandra, Mumbai – 400 051, India (hereinafter referred to as “**Borrower**” or “**Issuer**” or “**Company**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, include its successors) of the **FIRST PART**;

AND

STATE BANK OF INDIA, a banking corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its corporate accounts group branch at 11 and 12th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001, in the capacity of facility agent for and on behalf of the Rupee Lenders (hereinafter referred to as the “**Facility Agent**”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and substitutes from time to time) of the **SECOND PART**;

AND

THE PERSONS SET FORTH IN SCHEDULE I HERETO, hereinafter individually referred to as

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Credit Facility Provider” and collectively referred to as “Credit Facility Providers”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include all or any one or more of them as the context may require or admit, their respective successors and also any other banks or financial institutions or any other Persons to which the rights and/ or obligations of all or any one or more of the aforementioned Credit Facility Providers are assigned, novated and/ or transferred, as the case may be) of the **THIRD PART**.

WHEREAS:

A. The Borrower is engaged in operating a 600 MW (2 x 300 MW), domestic coal based thermal power project of sub-critical technology in Warora Taluka, Chandrapur District in the State of Maharashtra (“**Project**”). The commercial operations of the units under Phase-I and Phase-II of the Project was achieved on March 19, 2013, and September 01, 2013, respectively.

B. The Project funding was completed at a total cost of INR 4,250,00,00,000 (Rupees Four Thousand Two Hundred Fifty Crore Only), which was partly financed through debt of INR 3,187,00,00,000 (Rupees Three Thousand One Hundred and Eighty-Seven Crores) in the following manner:

(i) by way of:

(a) rupee loan for an aggregate principal amount not exceeding INR 2885,00,00,000 (Rupees Two Thousand Eight Hundred and Eighty-Five Crores Only) as more particularly set out in **Part A of Schedule II** hereto (the “**Refinancing Facility**”); and

2

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (b) capex rupee term loan facility for an aggregate principal amount not exceeding INR 228,00,00,000 (Rupees Two Hundred and Twenty-Eight Crores Only) as more particularly set out in **Part A of Schedule II** hereto (the “**Capex Facility**”);

aggregating to INR 3113,00,00,000 (Rupee Three Thousand One Hundred and Thirteen Crores Only) (i.e., the total of the Refinancing Facility and the Capex Facility, which collectively, is referred to as the “**Existing Rupee Loan Facility**”), extended by the Rupee Lenders to the Borrower on the terms and conditions set forth in the rupee loan agreement dated February 25, 2015, as amended or supplemented or novated or assigned or acceded to, from time to time (“**Existing Rupee Loan Agreement**”);

- (ii) by way of issuance by the Borrower of secured, rated, listed, redeemable, non-convertible debentures aggregating to INR 75,00,00,000 (Rupees Seventy Five Crores) to the Debenture Holders-Series A NCDs, as more particularly set out in **Part B of Schedule II** hereto (“**Series A NCD Facility**”) on the terms and conditions set forth in the debenture trust deed dated September 24, 2014, as amended or supplemented or novated, from time to time (“**Existing Debenture Trust Deed**”).

C. Additionally, the Borrower has availed corporate loans aggregating to INR 400,00,00,000 (Rupees Four Hundred Crore Only), in the following manner:

- a) INR 300,00,00,000 (Rupees Three Hundred Crores Only) as more particularly set out in **Part C of Schedule II** hereto (“**ICICI Existing Corporate Loan Facility**”) from ICICI Limited, on the terms and conditions set forth in the rupee loan agreement dated

3

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

December 31, 2014 {executed between the Borrower and ICICI Limited (as the Corporate Loan Lender)}, rupee loan agreement dated November 26, 2015 {executed between the Borrower and ICICI Limited (as the Corporate Loan Lender)}, and rupee loan agreement dated November 26, 2015 {executed between the Borrower and ICICI Limited (as the Corporate Loan Lender)}, each as amended or supplemented or novated or assigned or acceded to, from time to time (collectively referred to as the “**ICICI Corporate Loan Agreements**”).

- b) INR 100,00,00,000 (Rupees Hundred Crores Only) as more particularly set out in **Part D of Schedule II** hereto (“**IFCI Corporate Loan Facility**”) from IFCI Limited, on the terms and conditions set forth in the loan agreement dated August 26, 2015, {executed between the Borrower and IFCI Limited (as the corporate loan lender)} as amended or supplemented or novated or assigned or acceded to, from time to time (“**IFCI Corporate Loan Agreement**”).

D. Further, in connection with the operations of the Project, the Borrower has also availed:

- a) fund based working capital facilities by way of cash credit with a letter of credit facility as a sub-limit thereunder, aggregating to INR 325,00,00,000 (Rupees Three Hundred Twenty Five Crores Only) from the Fund-Based Working Capital Lenders, as more particularly set forth in **Part E of Schedule II** hereto (“**Fund Based Working Capital Facility**”); and
- b) non-fund based working capital limits by way of bank guarantee aggregating to INR 255,00,00,000 (Rupees Two Hundred Fifty Five Crore Only) from the Non fund-Based Working Capital Lenders, as more particularly set forth in **Part F of Schedule**

4

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

II hereto ("Non fund-Based Working Capital Facility");

on the terms and conditions set forth in the working capital facility agreement dated June 05, 2013, as amended vide amendment agreement dated March 15, 2019, ("Existing Working Capital Facility Agreement").

(the Fund Based Working Capital Facility and the Non fund Based Working Capital Facility is collectively referred to as the "Working Capital Facilities", and the Fund Based Working Capital Lenders and the Non fund Based Working Capital Lenders are collectively referred to as the "Working Capital Lenders").

- E. Pursuant to a default committed by the Borrower, the lenders had executed an inter-creditor agreement on July 04, 2019 and had drawn a resolution plan for regularisation of account in terms of the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 dated June 7, 2019, ("June 07 Circular"), which resolution plan was satisfactorily implemented.
- F. Subsequently, the Borrower faced financial stress on account of *inter alia* lower power demand during Covid-19, thus impacting its ability to service the various facilities as per agreed terms, pursuant to which the resolution process under the Resolution Framework for COVID-19-related Stress issued by RBI on August 6, 2020 ("August 6 Framework") was invoked on December 30, 2020, and in accordance with requirements of the August 6 Framework, an inter-creditor agreement was executed on January 22, 2021. The above resolution plan initiated under the August 6 Framework, could not get implemented due to lapse of time of 180 (one hundred and eighty days) from the date of invocation.

5

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- G. Fresh effort was made to draw a Resolution Plan (RP) under June 07 Circular, read with the Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated October 01, 2021 (collectively, the “**Regulatory Framework**”, which term shall also include the amendments, modifications or replacements that are made from time to time).
- H. In terms of the Regulatory Framework, the resolution process is to be treated as invoked in respect of a borrower if lending institutions representing 75 per cent by value of the total outstanding credit facilities (fund based as well non-fund based), and not less than 60 per cent of lending institutions by number, agree to invoke the same. Further, where the resolution process is invoked and a resolution plan is to be implemented, an inter-creditor agreement is required to be signed by all lending institutions within 30 (thirty) days from the date of invocation of the resolution plan. Accordingly, an inter-creditor agreement was executed by State Bank of India, Union Bank of India, Punjab National Bank, Punjab and Sindh Bank, UCO Bank, ICICI Bank Limited, Axis Bank Limited on July 27, 2021, and the Bank of Baroda acceded thereto vide deed of accession on November 22, 2021 and IDBI Bank acceded thereto vide deed of accession on September 09, 2021 (collectively, the “**Inter-Creditor Agreement**”) in supersession of the inter-creditor agreement dated January 22, 2021, earlier executed under the August 6 Framework.
- I. The Borrower has since submitted a resolution plan comprising of *inter alia* restructuring of the principal outstanding of the Existing Rupee Loan Facility, the Series ANCD Facility and the ICICI Existing Corporate Loan Facility, together with overdue / accrued interest and revision of the terms of the Working Capital Facilities (including grant of concessions in relation thereto) to enable the Borrower to meet its debt service obligations on the basis of available/ estimated cash flows, (“**Resolution Plan**” or “**RP**”) with a Cut-Off Date as April 1, 2021. The Resolution Plan as approved by the requisite number of Credit Facility Providers, envisages bifurcation of the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			




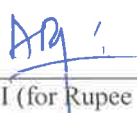
















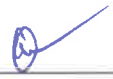












Outstanding Debt into Sustainable Debt (Part "A") and Unsustainable Debt (Part "B" and "B1") as mentioned below.

Outstanding Debt:

Existing Facilities	Outstanding Amount (In INR)
Outstanding Principal Debt as on March 31, 2021	
Existing Rupee Loan Facility, ICICI Existing Corporate Loan Facility	28,00,64,58,263
Series A NCD Facility	75,00,00,000
Sub-Total	28,75,64,58,263
Overdue/Accruing Interest	
Interest overdue/accruing upto June 30, 2022 for Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility	2,37,56,17,812
Interest overdue/accruing upto March 31, 2024 for Series A NCD Facility	18,30,26,250
Grand Total	31,31,51,02,325

The above outstanding amounts forming part of the Existing Rupee Loan Facility, ICICI Existing Corporate Loan Facility and Series A NCD Facility along with overdue / accrued interest thereon, are proposed to be bifurcated into Sustainable Debt (Part A) comprising of INR 23,21,11,39,127 (Rupees Two Thousand Three Hundred Twenty One Crore & Eleven Lakh Thirty-Nine Thousand One-Hundred Twenty Seven Only), Unsustainable Debt (Part B) comprising of INR 5,54,53,19,160 (Rupees Five Hundred Fifty Four Crore Fifty-Three Lakhs Nineteen Thousand

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

One Hundred Sixty Only), Unsustainable Debt (Part B1) comprising of INR 2,23,35,32,570 (Rupees Two Hundred Twenty Three Crore Twenty Five Lakhs Thirty Two Thousand Five Hundred & Seventy Only) and equity comprising of INR 32,51,11,492 (Rupees Thirty-Two Crore Fifty-One Lakhs and Eleven Thousand Four Hundred and Ninety-Two Only) as under:

Sustainable Debt (Part A)

(i) Sustainable Debt (Part A) of the outstanding principal debt of sum of INR 23,21,11,39,127 (Rupees Two Thousand Three Hundred Twenty One Crore & Eleven Lakh Thirty-Nine Thousand One Hundred Twenty Seven Only), comprising of:

- a) Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility of INR 22,46,11,39,127 (Rupees Two Thousand Two Hundred Forty-Six Crore & Eleven Lakh Thirty-Nine Thousand One Hundred Twenty-Seven Only) divided into:
- the Existing Rupee Loan Facility of INR 20,87,70,67,365 (Rupees Two Thousand Eighty-Seven Crore & Seventy Lakhs Sixty-Seven Thousand Three Hundred Sixty-Five Only), as more particularly set out in **Part A of Schedule II(A)** hereto ("**Rupee Loan Facility**"); and
 - the ICICI Existing Corporate Loan Facility of INR 1,58,40,71,762 (Rupees One Hundred Fifty-Eight Crore & Forty Lakh Seventy-One Thousand Seven Hundred Sixty Two Only), as more particularly set out in **Part B of Schedule II(A)** hereto ("**ICICI Corporate Loan**");

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Facility”); and

- b) Series A NCD Facility of INR 75,00,00,000 (Rupees Seventy-Five Crore Only), as more particularly set out in **Part C** of **Schedule II(A)** hereto.

Unsustainable Debt (Part B and Part B1)

- (ii) Unsustainable Debt (Part B) - unlisted non-convertible debentures to be issued to the Rupee Lenders and ICICI Limited (in its capacity as a Corporate Loan Lender) (collectively, the “**Debenture Holders-Series B NCDs**”, as more particularly defined in **Part D** of **Schedule I** hereto) against the unsustainable portion of the outstanding principal debt (of Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility) of sum of INR 5,54,53,19,160 (Rupees Five Hundred Fifty Four Crore Fifty-Three Lakhs Nineteen Thousand One Hundred Sixty Only) (Series B), as more particularly set forth in **Part D** of **Schedule II(A)** hereto (“**Series B NCD Facility**”).
- (iii) Unsustainable Debt (Part B1) – unlisted optionally convertible debentures to be issued against overdue / accrued interest component of INR 2,55,86,44,062 (Rupees Two Hundred Fifty-Five Crore Eighty-Six Lakh Forty-Four Thousand and Sixty-Two Only), divided into:
- (a) overdue / accrued interest of INR 2,23,35,32,570 (Rupees Two Hundred Twenty Three Crore Twenty Five Lakhs Thirty Two Thousand Five Hundred & Seventy Only) upto June 30, 2022 for Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility and upto March 31,

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2024 for Series A NCD Facility shall be converted to optionally convertible debentures, as more particularly set forth in **Part E of Schedule II(A)** hereto ("**OCD Facility**") in following manner:

- unlisted optionally convertible debentures of INR 2,05,05,06,320 (Rupees Two Hundred Five Crore Five Lakhs Six Thousand Three Hundred Twenty Only) to be issued by the Borrower to the Rupee Lenders and ICICI Bank Limited (in its capacity as a Corporate Loan Lender) against part overdue / accrued interest on Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility from April 01, 2021 to June 30, 2022.
- unlisted optionally convertible debentures of INR 18,30,26,250.00 (Rupees Eighteen Crore Thirty Lakhs Twenty-Six Thousand Two Hundred & Fifty Only) to be issued by the Borrower to the Debenture Holders-Series A NCDs against part overdue / accrued interest on Series A NCD Facility from March 25, 2021 to March 31, 2024. *A. Jagan*

*(the Rupee Lenders, ICICI Bank Limited and the Debenture Holders-Series A NCDs to whom the optionally convertible debentures are being issued are collectively referred to as "**Debenture Holders-OCDs**", as more particularly defined in **Part E of Schedule I** hereto).*

- (b) overdue interest on Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility of INR 32,51,11,492 (Rupees Thirty-Two Crore Fifty-One Lakhs and Eleven Thousand Four Hundred and Ninety-Two

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<i>Am</i>	<i>B</i>	<i>Bo</i>	<i>Am</i>	<i>RBR</i>	<i>Am</i>
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
<i>B</i>	<i>P</i>	<i>A</i>	<i>Am</i>	<i>Bo</i>	<i>Am</i>
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
<i>RBR</i>	<i>Am</i>	<i>B</i>	<i>A</i>	<i>P</i>	<i>Bo</i>
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
<i>Am</i>	<i>RBR</i>	<i>Am</i>	<i>B</i>	<i>A</i>	<i>P</i>
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
<i>Am</i>	<i>Am</i>	<i>Am</i>	<i>Am</i>	<i>B</i>	<i>Am</i>
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
<i>Am</i>	<i>B</i>	<i>Am</i>			
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Only) shall be converted into equity share capital of the Borrower at the book value (unlisted), as more particularly set forth in **Part F of Schedule II (A)** hereto.

IFCI Corporate Loan Facility

IFCI Ltd. in consortium meetings has conveyed its reluctance to become a part of the Resolution Plan on account of which, the same shall be treated as a dissenting lender. As such against the IFCI Corporate Loan Facility, it shall be offered an amount not less than liquidation value in terms of Clause 10 of June 07 Circular through the liquidation reserve created under the Trust and Retention Account Agreement (defined below) from the cash balance of the Borrower subject to IFCI Ltd. agreeing to release its charge on the assets of the Borrower along with all other rights under the IFCI Corporate Loan Agreement on payment of such liquidation value.

The liquidation value arrived at basis the reports submitted by Kakode Associates Consulting Private Limited dated March 02, 2021, and AV Shetty and Associates dated March 05, 2021, stands at Rs. 20,78,83,292 based on pro-rata share of IFCI Ltd. in outstanding debt as on March 31, 2021.

Working Capital Facilities

The Working Capital Facilities as on March 31, 2021, shall be continued as per the Resolution Plan.

(the Rupee Loan Facility, the ICICI Corporate Loan Facility, the Series A NCD

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Facility, the Series B NCD Facility, the OCD Facility and the Working Capital Facilities are collectively referred to as the "**Credit Facilities**"; and the Rupee Lenders, ICICI Bank Limited (in its capacity as the Corporate Loan Lender), the Debenture Holders-Series A NCDs, the Debenture Holders-Series B NCDs, the Debenture Holders-OCDs and the Working Capital Lenders are collectively referred to as the "**Credit Facility Providers**" and individually as "**Credit Facility Provider**").

- J. The Resolution Plan has been accorded RP4 rating by RBI approved credit rating agencies, CRISIL Rating Limited on February 23, 2022, (revalidated on June 08, 2022,) and CARE Rating Limited on March 02, 2022, hence, the Credit Facility Providers vide their respective Sanction Letters have approved the said Resolution Plan, and in pursuance thereof, the Parties are desirous of entering in to this Agreement to record the terms of the Resolution Plan under the Regulatory Framework.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

BINDING NATURE, DEFINITIONS AND INTERPRETATIONS

A. BINDING NATURE OF THIS AGREEMENT AND IMPLEMENTATION OF RESOLUTION PLAN

1. It is agreed that this Agreement shall become effective and be binding on the Parties from the date, the Credit Facility Providers representing 75% (seventy five percent) by value of total

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

outstanding Credit Facilities and 60% (sixty percent) of Credit Facility Providers by number, execute this Agreement ("**Effective Date**").

The rights and obligations of each Party to this Agreement shall be effective as against each other on and from the Effective Date and shall remain in full force and effect until the Final Settlement Date.

2. It is being clarified that: (a) the reliefs and concessions granted by the Credit Facility Providers pursuant to this Agreement and other Restructuring Documents, shall be applicable to the Borrower, with effect from the Cut-Off Date; and (b) the terms and conditions of this Agreement including the bifurcation of debt into Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B1), as per the Regulatory Framework shall be applicable to and bind all the Parties to this Agreement from the Cut-Off Date.
3. The Borrower absolutely, irrevocably and unconditionally agrees, confirms and undertakes that:
 - a) the Borrower shall perform and abide by all the terms and conditions of this Agreement without any demur or objections;
 - b) non-execution of this Agreement by any of the Credit Facility Providers shall not vitiate or negate the effectiveness and validity of this Agreement in relation to those Credit Facility Providers who execute this Agreement.

The Resolution Plan shall be deemed to get implemented when all the terms stipulated in paragraph 15 (b) of June 07 Circular read with paragraph 10.2 (b) of the Master Circular –

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated October 01, 2021, are complied with satisfactorily.

4. It is hereby clarified that in the event the Sanction Letters of the respective Credit Facility Providers contain any additional terms over and above this Agreement, such terms shall be deemed to be a part of this Agreement with respect to such Credit Facility Providers. The terms contained in the Sanction Letters shall be construed to be a part of this Agreement and terms of the Sanction Letters and this Agreement, shall be read harmoniously. In case of any inconsistency between the terms of the Sanction Letters and this Agreement, the more beneficial provision for the Credit Facility Providers shall prevail.

B. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings given to them below:

“Account Bank” means the Axis Bank Limited with which the Borrower shall enter/have entered into the Trust and Retention Account Agreement agreeing to route all its income/ revenue and incur all its expenditure from the Trust and Retention Account.

“Additional Pledge Agreement” shall have the meaning ascribed to such term under Article 3.1(f) below.

“Amended and Restated Promoter Support Agreement” shall mean agreement to be furnished by Promoter for the Promoter Contribution to the extent of INR 160,00,00,000 (Rupees One

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Hundred Sixty Crores Only) in favour of the Credit Facility Providers.

“Base Case Financial Model” shall mean the financial model setting out the projection of revenues and expenses and cash flows with respect to the Project, and the related assumptions, mutually agreed to by the Borrower and the Credit Facility Providers over a period not shorter than the period ending on the Final Settlement Date as set out in **Schedule VI** hereto and which shall be approved by the Credit Facility Providers.

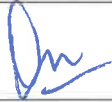

















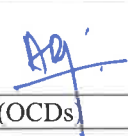














“Board” shall mean the board of directors of the Borrower.

“Business Day” shall mean:

- in relation to the making of any cancellation of any commitment under the Credit Facilities by the Credit Facility Providers, any day on which the Credit Facility Providers are required or authorized by law to be open for business in the place of their lending office/branch; or
- in relation to all other matters, a day (other than a Sunday or a bank holiday) on which banks are normally open for business in Mumbai.

“Clearances” shall mean any consent, permission, license, approval, registration, permit, no-objection or other authorization of any nature (statutory, non-statutory, regulatory or otherwise), which is required to be granted / to be granted by any Governmental Authority (including but not limited to any statutory, non-statutory or regulatory authority) or any other Person (including creditors and shareholders) (i) for the incorporation of the Borrower and fulfilment of / performance by any of the Borrower of the Restructuring Documents including the making of

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			




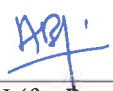





























payments contemplated thereunder; (ii) for the validity, legality and/ or enforceability of any Restructuring Documents; (iii) for the O&M of the Project; (iv) in connection with the business and operations of the Borrower; (v) the ownership of the properties / assets being provided as Security under the Restructuring Documents; (vi) for availing the loans, creating, perfecting and preserving the Security; and (vii) for all such other matters as may be necessary in connection with the Project, the performance by any Person of its obligations under any Restructuring Document, or otherwise as required for the smooth implementation of the Project.

“Companies Act” means the Companies Act 1956 (1 of 1956) and/or the Companies Act, 2013 (No. 18 of 2013) (including all the rules and regulations made thereunder), as applicable, and includes any statutory amendment or re-enactment thereof.

“Concurrent Auditor” OR “Agencies for Specialized Monitoring (ASM)” means any Person/ firm/ or agency so appointed by the Credit Facility Providers in accordance with Article 6.1.6.

“Control” (including with correlative meaning, the terms **“Controlling”**, **“Controlled by”**, **“Management Control”** or **“under common Control with”**) means, with respect to any Person: (i) the ownership of more than 50% (fifty per cent) of the issued share capital or partner’s interest in the partnership or other voting rights of such entity; or (ii) the possession of the power to direct the management and policies of such entity whether by operation of law or by contract or otherwise; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting equity securities or management or contract or in any other manner, whether (a) formal or

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

informal; (b) having legal or equitable force or not; (c) whether based on legal or equitable rights; or (d) directly or indirectly, including through one or more other entities.

"Corporate Guarantee" shall mean 'Deed of corporate Guarantee-GPUIL'; and **"Guarantor"** shall mean GMR Power and Urban Infra Ltd. (GPUIL).

"Corporate Loan Lenders" shall have the meaning ascribed thereto under **Schedule I** below.

"Current Assets" shall mean the assets which under the balance sheet of the Borrower shall be designated as a current asset.

"Current Liabilities" shall mean the aggregate of all short-term liabilities of the Borrower including those payable on demand or falling due within 1 (one) year, trade creditors, sale bills discounted advance payments received, provision for taxation and other statutory liabilities, dividends payable but excluding liabilities towards suppliers of capital goods and contractors and aggregate of investments from Affiliates, if not payable in the applicable Fiscal Year. *Provided*, that this definition of Current Liabilities shall exclude: (i) any short term loans and borrowings; and (ii) long term loans and borrowings falling due within 1 (one) year.

"Current Ratio" shall mean the ratio of Current Asset to Current Liabilities.

17

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Cut Off Date” shall mean April 01, 2021.

“Debenture Holders-OCDs” shall have the meaning ascribed thereto under **Schedule I** below.

“Debenture Holders Series A NCDs” are the holder who have provided Series A NCD Facility to the Borrower.































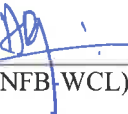


“Debenture Holder-Series B NCDs” shall have the meaning ascribed thereto under **Schedule I** below.

“Debenture Trustee” means SBICAP Trustee Company Limited who has agreed to act as the debenture trustee for the Series A NCD Facility, Series B NCD Facility and OCD Facility component, appointed *vide* consent letter no. 2242/2022-2023/CL-4093/CL-4093 dated July 18, 2022.

“Debenture Trustee Agreement – OCD Facility” shall mean the debenture trustee agreement to be executed in relation to OCD Facility by the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

“Debenture Trustee Agreement – Series B NCD Facility” shall mean the debenture trustee

18

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

agreement to be executed in relation to Series B NCD Facility by the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.































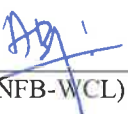


“Debenture Trustee Agreement – Series A NCD Facility” shall mean the debenture trustee agreement to be executed in relation to Series A NCD Facility by the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

“Debenture Trust Deed – OCD Facility” shall mean the debenture trust deed to be executed in relation to OCD Facility entered between the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

“Debenture Trust Deed – Series B NCD Facility” shall mean the debenture trust deed to be executed in relation to Series B NCD Facility entered between the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

“Debenture Trust Deed – Series A NCD Facility” shall mean the debenture trust deed to be executed in relation to Series A NCD Facility entered between the Borrower in favour of the Debenture Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

19

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Debt” shall have the meaning ascribed to such term in the IBC.

“Debt Service Payments” shall mean the sum in relation to Sustainable Debt (Part A) of (a) the aggregate amount of all principal and interest accrued on all Outstanding Amounts advanced by the Credit Facility Providers that is due and payable in terms of this Agreement; and (b) the aggregate amount of all fees (other than the fees and expenses payable to the Project Security Trustee, the Facility Agent and the Account Bank for and/or in connection with the performance of their respective services in accordance with the related agreements and/or the appointment letters), costs, expenses, commitment charges, commission and other amounts that are due and payable by the Borrower in terms of the Restructuring Documents for the relevant period.

“DSR” or “Debt Service Reserve” shall have the meaning ascribed thereto under Clause 6.1.8 hereof.

“Debt Service Reserve Sub-Account” or “DSRA” shall mean the sub-account opened and maintained under and in terms of the Trust and Retention Account Agreement.

“Deed of corporate Guarantee-GPUIL” shall mean corporate guarantee dated _____ extended by GMR POWER AND URBAN INFRA LIMITED in favour of Project Security Trustee for the benefit of the Secured Parties until the expiry of the Validity Period (as defined in Deed of Corporate Guarantee-GPUIL), guaranteeing the Promoter Contributions of INR 160,00,00,000 (Rupees One Sixty Crores

20

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Only) from the Promoter Group, in relation to all Credit Facilities.

“Deed of Accession” shall have the meaning assigned to such term under clause 9.1 read with **Schedule VII**.

“DSCR” shall mean on any date, in respect of any period, the cash flow available for meeting the debt obligation / debt service.

The DSCR calculation formula shall be as per the following:

- (i) Cash flow available for debt service / debt obligation - Cash flow available for debt service to be calculated as:

EBITDA+ Equity infusion by promoters + Realisation of overdue receivables above 180days - Taxes - Maintenance capex (capital overhauling or replacement of spares and P&M) - internal accruals utilized for FGD - interest on working capital.

- (ii) Debt obligation calculated as:

Interest and principal for Sustainable Debt (Part A) + interest and principal for FGD debt.

“Due Date” shall mean:

- (i) for payment of Interest payable under this Agreement – the interest payment

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

date;

- (ii) for repayment of Credit Facilities- the repayment dates specified in the Amortization Schedule under **Schedule IV**;
- (iii) any payment of any other amounts under the Restructuring Documents - the date on which such amount falls due in terms of any Restructuring Documents.



















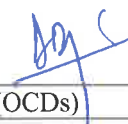














“Effective Date” means effective date as defined in Article IA(1) hereto.

“Event of Default” means all or any of the events of default (as described in Article VII) including Potential Event of Default under this Agreement (including any amendments, novations or modifications thereto).

“Existing Debenture Trust Deed” shall mean the debenture trust deed entered between the Borrower and the Axis Trusteeship Services Limited dated September 24, 2014, in relation to Series A NCD Facilities.

“Existing Financing Agreements” shall collectively mean Existing Rupee Loan Agreement, Existing Debenture Trust Deed, Working Capital Facilities and Existing Corporate Loan Agreements and all financing and security documents entered in relation to the Existing Facilities as more particularly listed in **Schedule II** hereto.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Existing Facilities” shall mean Existing Rupee Loan Facility, the Series A NCD Facility, and the Existing Corporate Loan Facility and Working Capital Facilities.

“Existing Lenders” shall have the lenders who have provided Existing Facilities to the Borrower.

“Existing Events of Default” shall mean the events of defaults provided/appearing under the Existing Financial Agreements.

“Final Settlement Date” shall mean the date on which all Secured Obligations owed/ payable to the Credit Facility Providers and the other Secured Parties by the Borrower have been paid, discharged or performed in full to the satisfaction of the Secured Parties, in accordance with the terms of the Restructuring Documents and there are no sums which are owed or payable by the Borrower to the Credit Facility Providers and the other Secured Parties under or pursuant to the Restructuring Documents.

“Fiscal Year/ Financial Year/FY” shall mean the year ending on March 31 and starting on April 01.

“FGD Lenders” shall mean the lenders extending the FGD Capex Loan to the Borrower.

“FGD Capex Loan” shall mean the capex loan of INR 379,50,00,000 (Rupees Three Hundred and Seventy Nine Crores and Fifty Lakhs Only), proposed to be raised by the Borrower in

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

connection with the implementation and commissioning of the flue gas desulfurization plant in relation to the Project.

“Force Majeure” shall mean force majeure or a force majeure event howsoever defined under any Project Document. For the purpose of avoidance of doubt, an event of Force Majeure shall not excuse any Person from any of their respective obligations under the Restructuring Documents except as otherwise provided hereunder.

“Fund-Based Working Capital Lenders” shall have the meaning ascribed thereto under Schedule I below.




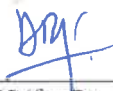






















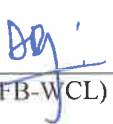






“GAAP” shall mean generally accepted accounting principles issued by the Institute of Chartered Accountants of India (ICAI) in India from time to time.

“Government” shall mean to include Government of India (“GOI”) or any State Government.

“Governmental Authority” shall mean any Government department, local authorities (such as corporation, municipality, panchayat), commission, board, agency, regulatory authority, instrumentality, court or other judicial or administrative body or any other authority having jurisdiction over the subject matter or matters in question or any political subdivision thereof (including any stock exchange or any self-regulatory organization established under Appropriate Laws).

“IBC” means Insolvency and Bankruptcy Code, 2016 together with relevant rules, regulations

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

and guidelines, in each case, as amended from time to time.

“Indenture of Mortgage” shall mean the indenture of mortgage to be executed by the Borrower in favour of the Project Security Trustee for the benefit of the Credit Facility Provider.

“Ind-As” shall mean Indian Accounting Standard issued by the Institute of Chartered Accountants of India (ICAI) from time to time.

“Information Utilities” or **“IU”** shall mean an information collection body constituted/to be constituted under the provisions of IBC.

“Insurance Contracts” shall have the same meaning ascribed to such term under Article 10.6 of the Existing Rupee Loan Agreement, as a part of Project Documents.

“Inter Creditor Agreement” shall mean the agreement entered amongst the Credit Facility Provider dated July 27, 2021, for the purpose of implementation of the Resolution Plan.

“Material Adverse Effect” shall mean as of any date of determination by the Credit Facility Providers, having a material and adverse effect on: (i) the financial condition or operation of the Borrower and/or the Project; (ii) the ability of the Borrower to perform its obligations under any of the Transaction Documents; or the ability of any Project Participants to perform its obligations under the Transaction Documents; which has a material effect on the operation of the Borrower

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

and/or the Project; (iii) the ability of the Borrower to exercise or enforce any material right, benefit, privilege or remedy under any Transaction Document; (iv) the legality, validity, binding nature or enforceability of any of the Restructuring Documents (including the ability of any Secured Parties to enforce any of its remedies under the Restructuring Documents) and Project Documents (and in case of Project Documents, having a material and adverse effect on the Project and/ or the Borrower); or (v) the legality, validity, binding nature or enforceability of any of the Restructuring Security Documents or Security Interest.



















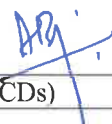














“**MCLR**” shall mean, the marginal cost of funds based lending rate or such other rate, as determined and notified by Credit Facility Providers in terms of RBI Master Direction No. RBI/DBR/2015-16/20 dated March 03, 2016 and such other directions and regulations as issued by the RBI, from time to time.

“**Memorandum and Articles**” shall mean collectively the memorandum of association and articles of association of the Borrower, as the case may be, as amended from time to time.

“**Non-Fund Based Working Capital Lenders**” shall have the meaning ascribed thereto under **Schedule I** below.

“**Obligors**” shall mean and include the Borrower, the Promoters, Guarantors and Pledgor collectively, and the term ‘**Obligor**’ shall be accordingly construed to mean any one of them, as the case may be.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Outstanding Amounts” means the aggregate amount outstanding (as on March 31, 2021) as more particularly detailed under **Schedule II** in respect of:


































- (i) Rupee Loan Facility, Corporate Loan Facility, Series A NCD Facility, Series B NCD Facility and OCD Facility or other non-convertible debt instruments/securities: aggregate principal outstanding amount of financial assistance granted by the Credit Facility Providers;
- (ii) Working Capital Facilities in relation to amount sanctioned and outstanding; and

“Permitted Indebtedness” means:

- (i) Credit Facilities;
- (ii) Corporate Loan Facility
- (iii) Working Capital Facilities;
- (iv) FGD Capex Loan;
- (v) any other indebtedness as may be permitted by the Credit Facility Provider.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, company, institution, public benefit corporation, other entity, government (whether federal, central, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

thereof) or Governmental Authority.

“Permitted Security Interest(s)” means:

- (i) Security Interests created in favour of / for the benefit of the Credit Facility Providers pursuant to Article III;
- (ii) Any Security Interests existing in favour of/ for the benefit any of the Credit Facility Provider as of the date of this Agreement pursuant to Existing Financing Agreements;
- (iii) Security Interests created in favour of / for the benefit of the Working Capital Lenders pursuant to Working Capital Facility Agreement read with this Agreement;
- (iv) Security Interests created in favour of / for the benefit of the FGD Lenders.

“Pledgor” shall mean in relation to the Pledge Agreement “GMR Energy Limited” and in relation to Additional Pledge Agreement, GMR Energy Limited, Mr. GM Rao, Mr. Srinivas Bommidala, Mr. BV Nageshwara Rao, Mr. G Kiran Kumar, Mr. GBS Raju, Mrs. G Varalakshmi (its nominees).

“Pledge Agreement” shall mean the pledge agreement to be executed *inter alia*, by the Borrower and the Pledgor in favour of the Project Security Trustee for the benefit of the Secured Parties, pursuant to the provisions of this Agreement.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

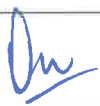

















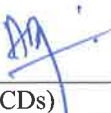







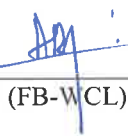
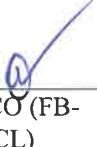





“Potential Event of Default” shall have the meaning ascribed to such term under Article 7.2 herein below.

“Project Documents” shall, as the subject or context may require, mean any or all of the following Project documents, as may be amended or supplemented from time to time:

- (a) Power purchase agreement/ memorandum of understanding/ letter of intent of sale of power;
- (b) Package/construction contract;
- (c) Agreement relating to operation and maintenance of power plant forming part of the Project;
- (d) Documents relating to the Project site including lease agreements;
- (e) Fuel supply contracts/ long term linkage contracts;
- (f) Service contracts;
- (g) Clearance;
- (h) Letter of credit, guarantee, performance bond, provided/ to be provided by any Person to the Borrower in connection with the Project;
- (i) Insurance Contracts;
- (j) Documents in relation to FGD Capex Loan, if any.
- (k) Any other agreements, contracts, documents, or instruments entered into by the Borrower or by Person in favour of the Borrower in connection with or in relation to the Project.

“Project Security Trustee” shall cumulative mean **“Security Trustee”** and **“Debenture Trustee”** appointed in relation to the Project.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Promoter” shall mean GMR Energy Ltd.

“Promoter Contributions” shall have the meaning ascribed thereto under Clause 3.1(g) hereof.

“Promoter Group” shall mean the Promoter and GPUL.

“RBI” shall mean Reserve Bank of India.

“Reference Date” shall for the purpose of computation of the commencement date of the Review Period under the Regulatory Framework, mean the date falling on June 28, 2021;

“Regulatory Framework” shall mean Reserve Bank of (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 dated June 7, 2019 read with the Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated October 01, 2021 and includes amendments, modifications or replacements that are made from time to time.

“Repayment Schedule or Redemption Schedule or Amortization Schedule” means the amortization schedule for repayment of the Credit Facilities, as more specifically covered under Schedule IV.

“Resolution Plan” shall have the meaning ascribed to such term under **Recital I** above.

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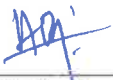






















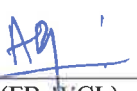



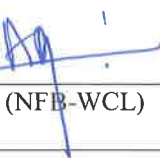


Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Restructuring Documents” shall mean this Agreement, the Security Trustee Agreement, Debenture Trust Deed-Series A NCD Facility; Debenture Trust Deed- Series B NCD Facility, Debenture Trust Deed-OCD Facility, Debenture Trustee Agreement- Series A NCD Facility, Debenture Trustee Agreement-Series B NCD Facility, Debenture Trustee Agreement-OCD Facility, the Inter-Creditor Agreement, Working Capital Facility Agreement, the Restructuring Security Documents, the Trust and Retention Account Agreement, Amended and Restated Promoter Support Agreement and such other document(s) as may be required to be executed or obtained in connection with the Credit Facilities and under the provisions of this Agreement.

“Restructuring Security Documents” means, collectively, all documents creating, perfecting or evidencing any Security Interest in respect of the Credit Facilities and shall mean and include:

- (i) the Pledge Agreement;
- (ii) the Additional Pledge Agreement;
- (iii) the Indenture of Mortgage / declaration and memorandum of entry relating to mortgage by deposit of title deeds (if any);
- (iv) the power of attorney(s);
- (v) the Corporate Guarantee;
- (vi) consent(s) to assignment, if any; and;
- (vii) all documents as may be designated as such by Facility Agent / the Security Trustee / the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Review Period” shall have the meaning ascribed to the term in the Regulatory Framework.

“Rupee Loan Agreement” shall have the agreement entered in relation to Rupee Loan Facility.


































“Rupee Lenders” shall mean the lenders who have provided Rupee Loan Facility to the Borrower.

“Security Interest” shall mean any mortgage, hypothecation, charge, pledge, assignment, lien of any kind, and any interest in the nature of security or undertaking including any preferential arrangement, including without limitation, any agreement to give the same effect as any of the foregoing, any conditional sale or other title retention agreement or any escrow arrangement in relation to any asset or any lease in the nature thereof and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.

“Sanction Letters” shall mean the sanction letters of the respective Credit Facility Providers and accepted by the Borrower, as modified, amended and supplemented from time to time, as specifically listed in the **Schedule XII**.

“Secured Obligations” shall mean all obligations (actual or contingent, whether present or future and whether incurred solely or jointly and whether as principal or surety or in some other capacity), including recompense amount, at any time due, owing or incurred by the Borrower under the Restructuring Documents in connection with the Credit Facilities.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			































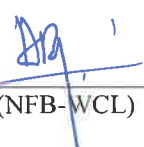


“Secured Parties” shall mean the Credit Facility Providers, the Facility Agent, the Project Security Trustee and the Account Bank (and **“Secured Party”** shall mean any one of them).

“Security Trustee” means SBICAP Trustee Company Limited appointed *vide* Security Trustee Agreement as security trustee for Rupee Lenders and Corporate Loan Lenders pursuant to consent letter no. 0033/2022-2023/CL-4075 dated July 07, 2022 which shall also agree to act as the Debenture Trustee for the Series A NCD Facility, Series B NCD Facility and OCD Facility *vide* consent letter 0033/2022-2023/CL-4075 dated July 07, 2022.

“Security Trustee Agreement” shall mean the security trustee agreement to be executed by the Borrower in favour of the Security Trustee for the benefit of the Rupee Lenders, Corporate Loan Lenders and Working Capital Lenders, pursuant to the provisions of this Agreement.

“Statutory Auditor(s)” shall mean such reputed firm of chartered accountants, acceptable to the Credit Facility Providers, whom the Borrower may appoint as statutory auditors of the Borrower from time to time, in accordance with the Companies Act.

“Sustainable Debt (Part A)” means and refers to the outstanding principal debt component of Existing Rupee Loan Facility, Existing Corporate Loan Facility and Series A NCD Facility that are outstanding on the part of Borrower as on the Cut Off Date, as has been determined to be sustainable under the Resolution Plan and the repayment whereof shall continue to be governed by terms as laid down in this Agreement. The Credit Facility Provider wise facility wise

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Sustainable Debt (Part A) has been more fully described in **Schedule II(A)** to this Agreement.


































“Unsustainable Debt (Part B and Part B1)” means and refers to the outstanding principal debt of Existing Rupee Loan Facility and Existing Corporate Loan Facility aggregating to INR 5,54,53,19,160 (Rupees Five Hundred Fifty Four Crore Fifty Three Lakhs Nineteen Thousand One Hundred Sixty Only) on the part of the Borrower as on the Cut Off Date, as has been determined to be unsustainable under the Resolution Plan. The Credit Facility Provider wise conversion of Unsustainable Debt (Part B) component of the total outstanding debt of the Borrower as on Cut Off Date is fully described in **Schedule II(A)** to this Agreement. In addition to the above, the unsustainable debt includes interest accrued and overdue aggregation to INR 2,55,86,44,062 (Rupees Two Hundred Fifty Five Crore Eighty Six Lakhs Forty-Four Thousand & Sixty Two only).

“Tax” means any present or future tax, levy, impost, duty, charge, withholding, cess, other levies and all amounts of a similar nature owed to any Governmental Authority (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Transaction Documents” shall mean collectively the Restructuring Documents and the Project Documents.

“Trust and Retention Account” means the trust and retention account that may be opened/continued by the Borrower in accordance with Article 6.1.7 hereof and shall include all sub-accounts of such account.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“Trust and Retention Account Agreement” means amended and restated trust and retention account agreement dated SEPTEMBER 15, 2022 entered into between the Borrower, and the Credit Facility Providers / Account Bank or their assignee in relation to the Trust and Retention Account and the amendments thereof from time to time including the amendment carried out in view of the implementation of Resolution Plan as mentioned in Article 6.1.7.




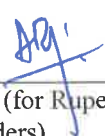






















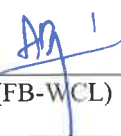






“Working Capital Lenders” shall have the meaning ascribed to such term under **Schedule I** below.

C. INTERPRETATION

In this Agreement unless the context otherwise requires:

- (i) headings and the use of bold typeface shall be ignored in its construction;
- (ii) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- (iii) references to a party to this Agreement or any other Restructuring Document or a person or Person shall include their respective successors, assignees or transferees (to the extent assignment or transfer is permitted under the relevant agreement);
- (iv) all references to agreements, documents or other instruments include (subject to all




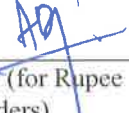







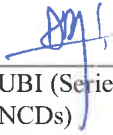





















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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned or acceded to or amended and restated, from time to time;

- (v) the words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Article in which such word may be used;
- (vi) words importing a particular gender shall include all genders; whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (vii) references to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (viii) a reference to a “Party” is to a party to this Agreement and a reference to the “parties” is, unless otherwise stated to the contrary, a reference to the parties to this Agreement;
- (ix) the Recitals shall be construed as part of this Agreement;
- (x) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (xi) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
- (xii) the word “will” shall be construed to have the same meaning and effect as the word































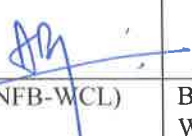


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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

“shall”;

- (xiii) any reference in this Agreement, to this Agreement or any other agreement or document shall be construed, without limitation, as a reference to this Agreement or, as the case may be, such other agreement or document, in each case as the same may have been, or may from time to time be, amended, varied, novated, acceded to or supplemented and any reference to any statutory provision shall include such provision and any regulations made thereunder and any statutory re-enactment, modification or replacement thereof;
- (xiv) all references herein to Articles, Annexes, Exhibits, Schedules and Parts shall be construed to refer to Articles, Annexes, Exhibits, Schedules and Parts to, this Agreement;
- (xv) a “month” is a reference to a calendar month or a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next succeeding calendar month, and references to “months” shall be construed accordingly;
- (xvi) the “winding-up”, “bankruptcy”, “dissolution” or “insolvency”, of an Obligor shall be construed so as to include, without limitation, any equivalent or analogous proceedings under the Applicable Law of the jurisdiction in which such Obligor or corporation is incorporated or any jurisdiction in which such Obligor carries on business including the seeking of temporary or permanent suspension of payment, liquidation, winding-up, reorganization, dissolution, judicial management, administration, arrangement, adjustment, protection or relief of debtors and whether













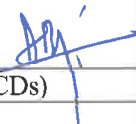










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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

voluntary or involuntary;

- (xvii) the Article titles and Table of Contents contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of the provisions of this Agreement;
- (xviii) all Annexes, Schedules, and other attachments hereto, or expressly identified as part of this Agreement, are incorporated herein by reference, and taken together with this Agreement, shall constitute a single agreement;
- (xix) unless otherwise specified, in this Agreement, in the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including", respectively; and
- (xx) save where the contrary is indicated, any reference in this Agreement to a time of day shall be construed as a reference to local time in, India, and;
- (xxi) words and expressions used in this Agreement but not defined herein or elsewhere in this Agreement shall be understood in their ordinary literal meaning with reference to the context in which they are used;
- (xxii) in the event of inconsistency between the provisions of this Agreement and/or other Restructuring Documents on the one hand and the provisions of the Regulatory Framework on the other hand, the provisions of the Regulatory Framework shall

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

prevail to the extent of such inconsistency;




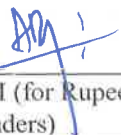














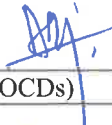







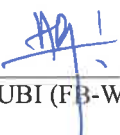



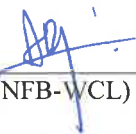


- (xxiii) in the event of any disagreement or dispute between the Credit Facility Providers and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, charge, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Credit Facility Providers as to materiality or reasonableness of any of the forgoing shall be final and binding on the Borrower; and
- (xxiv) the principles of interpretation of the Existing Financing Agreements shall apply *mutatis mutandis* hereto, to the extent not inconsistent with the provisions hereof.
- (xxv) all terms used herein (including in the Recitals) but not defined hereunder, shall unless otherwise defined or unless the context otherwise requires, have the same meaning as assigned to them under the Existing Financing Agreements.

D. MODIFICATION OF EXISTING CREDIT FACILITY DOCUMENTS

The Parties agree that this Agreement and the Existing Financing Agreements shall be read as a whole and shall constitute the entire understanding between the Parties relating to the subject matter hereof.

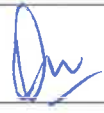


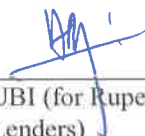


























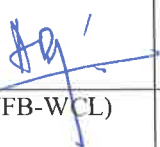


Subject to Article VIII hereof, the provisions of the Existing Financing Agreements of each Credit Facility Provider shall, to the extent of any inconsistency between the Existing Financing Agreements and the Restructuring Documents, the Existing Financing

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Agreements shall only to such extent of inconsistency stand modified, amended, superseded and/ or replaced by the relevant terms and conditions of this Agreement and the other Restructuring Documents. For the avoidance of doubt, it is hereby clarified that any provisions of the Existing Financing Agreements, which are not inconsistent with the provisions of this Agreement and other Restructuring Documents shall continue to be binding on the Borrower and other Obligors, each Credit Facility Provider and the other parties to such Existing Financing Agreements. *Provided*, that the determination by the Credit Facility Providers as to whether a provision of the Existing Financing Agreements is inconsistent with the terms of the Restructuring Documents shall be binding on the Borrower and other Obligors. The Existing Financing Agreements continue to remain in full force and effect until the Final Settlement Date.

In case of any ambiguity or inconsistency between or amongst the Existing Financing Agreements and the Restructuring Documents that are being executed or in case of any clarification or interpretation needed to be given, the interpretation and clarification that would be given by the Credit Facility Providers shall be final and binding on all Parties to this Agreement. The right to give such clarification or interpretation shall remain in force till the dues are totally repaid by the Borrower.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

ARTICLE II

LIABILITIES OF THE BORROWER

2.1 Acknowledgement of Indebtedness































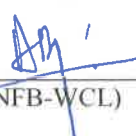


The Borrower hereby irrevocably acknowledges and confirms the existence of, and, in the absence of any error (which shall be determined by the Credit Facility Providers at their sole discretion, any such determination by the Credit Facility Providers being binding on the Borrower), the amount of the Existing Facilities outstanding as on Cut Off Date to each of the Existing Lenders as set out in **Schedule II** hereto and agrees to, and acknowledges, the reconstitution of the Existing Rupee Facility, ICICI Existing Corporate Loan Facility and Series A NCD Facility into Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B1) due and restructuring of the Working Capital Facilities as set out hereunder, pursuant to the Regulatory Framework and Resolution Plan.

The Parties hereby agree that notwithstanding anything to the contrary contained in this Agreement, all terms and conditions of the Existing Financing Agreements shall apply *mutatis-mutandis*, to the extent not contrary to the terms of the Resolution Plan and the Restructuring Documents.

2.2 Waiver of Existing Events of Default

Each Credit Facility Provider hereby waives any Existing Events of Default as on the Effective Date, relating to such Credit Facility Provider and any and all rights, remedies and powers that may have arisen in connection therewith. For avoidance of doubt, it is hereby clarified that the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Credit Facility Provider do not hereby waive their right to recover dues under their respective Existing Facilities and the right to invoke any Event of Default in future, if there is a default in accordance with the terms of this Agreement and/or the other Restructuring Documents.

Where any of the Credit Facility Providers has already initiated any action against the Borrower and/or other Obligors in respect of an Existing Events of Default, such Credit Facility Providers shall on the execution of this Agreement, bring such action to a close through consent terms or otherwise, without prejudice to their rights to proceed if a fresh cause of action arises under this Agreement and / or other Restructuring Documents.

2.3 Waivers / Concessions granted by the Credit Facility Providers as on the Effective Date

The waivers / concessions granted by the Credit Facility Providers as on the Effective Date include *inter alia*:

- a) Concessional pricing of term loans under Sustainable Debt (Part A) at 1.55% above 6 months MCLR, present effective rate being 8.50% (floating rate) per annum (from 01.04.2021 until 31.03.2037) against the applicable pricing of 8.50% per annum above MCLR - 6 months, i.e. 15.45 % p.a. and existing pricing of 3.80% above MCLR 6 months i.e. 10.75% p.a. spread over 6 months MCLR shall be reset on every 6 (six) months from date of implementation of the Resolution Plan to keep the effective rate of interest at 8.50% p.a.
- b) Waiver of differential accrued interest @ 2.25% p.a. on Sustainable Debt (Part A) (difference between existing rate of interest of 10.75% p.a. and proposed rate of interest of 8.50% p.a.) during the period from 01.04.2021 and until the date of implementation

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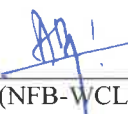


Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

of the Resolution Plan. Waiver of interest shall be covered under the right of recompense hereunder.

- c) Waiver of differential accrual interest on Series B NCD Facility (Unsustainable Debt) i.e. 10.74% p.a., difference between existing rate of interest of 10.75% p.a. and proposed coupon rate of 0.01% p.a. with effect from 01.04.2021 until date of implementation of Resolution Plan. Waiver of interest shall be covered under right of recompense hereunder.
- d) Appropriation of INR 52.00 Crore (received in June21-July21, towards term loan instalments for March 2021 quarter) against first instalment of Rupee Loan Facility under Sustainable Debt (Part A) due on 31.03.2022 or as on the Effective Date (vis-a-vis the Borrower), as per the Resolution Plan.

Furthermore, no penal interest/ charges shall be levied from the Cut-Off Date to the date of implementation of the RP. The Credit Facility Providers hereby agrees that pending implementation of RP, if lenders recover principal/ interest/ penal charges more than amount estimated in Resolution Plan, same would be adjusted against future debt servicing post implementation of RP, on forward maturity basis.

Also, the Credit Facility Provider shall have right to reverse the waivers/ sacrifices in the event of default as per terms of RP.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2.4 Restructuring

Each of the Credit Facility Providers and the Borrower hereby agree that the outstanding Existing Rupee Loan Facility, ICICI Existing Corporate Loan Facility and Series A NCD Facility along with overdue / accrued interest thereon as on the Cut Off Date shall hereby stand divided into 2 (two) parts pursuant to implementation of the Resolution Plan in the following manner:

(a) SUSTAINABLE DEBT (PART A)

Sustainable Debt (Part A) shall mean an amount aggregating to INR 23,21,11,39,127 (Rupees Two Thousand Three Hundred Twenty One Crore & Eleven Lakh Thirty-Nine Thousand One-Hundred Twenty Seven Only) as on the Cut Off Date, comprising of the outstanding principal debt of Existing Rupee Loan Facility, ICICI Existing Corporate Loan Facility and Series A NCD Facility, as shown below:

(Amounts in INR)

Particulars of Existing Facilities	Amount outstanding as on Cut Off Date	Sustainable Debt (Part A)
Existing Rupee Loan Facility	26,03,13,06,440.00	20,87,70,67,365.00
ICICI Existing Corporate Loan Facility	1,97,51,51,823.00	1,58,40,71,762.00
Series A NCD Facility	75,00,00,000.00	75,00,00,000.00
Total	28,75,64,58,263.00	23,21,11,39,127.00

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Credit Facility Provider wise and Credit Facility wise Sustainable Debt (Part A) has been set out in **Schedule II(A)** to this Agreement.

(b) UNSUSTAINABLE DEBT (PART B AND PART BI)

Unsustainable Debt (Part B) - unsustainable portion of the outstanding principal debt of Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility, aggregating to INR 5,54,53,19,160 (Rupees Five Hundred Fifty Four Crore Fifty-Three Lakhs Nineteen Thousand One Hundred Sixty Only) shall be converted into unlisted non-convertible debentures to be issued to Debenture Holders-Series B NCDs as Series B NCD Facility pursuant to the implementation of Resolution Plan as shown below:




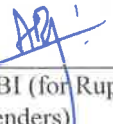














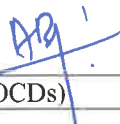







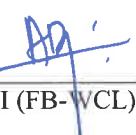






Particulars of Instruments/ Securities	Amount (INR)
Series B NCD Facility	5,54,53,19,160.00
Total of Unsustainable Debt (Part B)	5,54,53,19,160.00

Credit Facility Provider wise and Credit Facility wise Unsustainable Debt (Part B) has been set out in **Schedule II(A)** to this Agreement.

Unsustainable Debt (Part B1) - unsustainable overdue / accrued interest component of INR 2,55,86,44,062 (Rupees Two Hundred Fifty-Five Crore Eighty-Six Lakh Forty-Four Thousand and Sixty-Two Only), divided into:

(a) overdue / accrued interest of INR 2,23,35,32,570 (Rupees Two Hundred Twenty Three

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Crore Twenty Five Lakhs Thirty Two Thousand Five Hundred & Seventy Only) upto June 30, 2022 for Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility and upto March 31, 2024 for Series A NCD Facility shall be converted to optionally convertible debentures, in following manner:

(unlisted optionally convertible debentures of INR 2,05,05,06,320 (Rupees Two Hundred Five Crore Five Lakhs Six Thousand Three Hundred Twenty Only) to be issued by the Borrower to the Rupee Lenders and ICICI Bank Limited (in its capacity as a Corporate Loan Lender) against part overdue / accrued interest on Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility from April 01, 2021 to June 30, 2022.

unlisted optionally convertible debentures of INR 18,30,26,250.00 (Rupees Eighteen Crore Thirty Lakhs Twenty-Six Thousand Two Hundred Fifty Only) to be issued by the Borrower to the Debenture Holders-Series A NCDs against part overdue / accrued interest on Series A NCD Facility from March 25, 2021 to March 31, 2024. *A. Jagan*

- (b) overdue interest on Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility of INR 32,51,11,492 (Rupees Thirty-Two Crore Fifty-One Lakhs and Eleven Thousand Four Hundred and Ninety-Two Only) shall be converted into equity share capital of the Borrower at the book value (unlisted).

Credit Facility Provider wise and Credit Facility wise Unsustainable Debt (Part B 1) has been set out in **Schedule II(A)** to this Agreement.

Furthermore, bifurcation of Sustainable Debt (Part A) and Unsustainable Deb (Part B and Part B 1) post implementation of Resolution Plan is provided under **Schedule III** below.

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<i>On</i>	<i>B</i>	<i>B</i>	<i>AA</i>	<i>RKR</i>	<i>Q</i>
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
<i>B</i>	<i>P</i>	<i>A</i>	<i>Ans</i>	<i>B</i>	<i>AA</i>
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
<i>RKR</i>	<i>Q</i>	<i>B</i>	<i>A</i>	<i>P</i>	<i>B</i>
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
<i>AA</i>	<i>RKR</i>	<i>Q</i>	<i>B</i>	<i>A</i>	<i>P</i>
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
<i>Ans</i>	<i>P</i>	<i>AA</i>	<i>Q</i>	<i>B</i>	<i>P</i>
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
<i>AA</i>	<i>B</i>	<i>P</i>			
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			















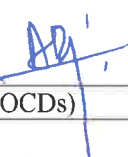










It is agreed between the Parties that the Series B NCD Facility and OCD Facility will be subordinated to the Sustainable Debt (Part A) in terms of debt servicing. The detailed restructured terms applicable to the Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B 1) are as provided under **Schedule V** below.

(b) IFCI CORPORATE LOAN FACILITY

IFCI Ltd. in consortium meeting dated July 11, 2022, has conveyed its reluctance to become a part of the Resolution Plan aftermath of which, the same shall be treated as a dissenting lender. As such against the IFCI Corporate Loan Facility, it shall be offered an amount not less than liquidation value in terms of Clause 10 of June 07 Circular through the liquidation reserve created under the Trust and Retention Account Agreement (defined below) from the cash balance of the Borrower. Further, IFCI Ltd. has agreed to release its charge on the assets of the Borrower along with all other rights under the IFCI Corporate Loan Agreement on payment of such liquidation value.

The liquidation value arrived at basis the reports submitted by Kakode Associates Consulting Private Limited dated March 02, 2021, and AV Shetty and Associates dated March 05, 2021, stands at Rs. 20,78,83,292 (Rupees Twenty Crore Seventy Eight Lakhs Eighty Three Thousand Two Hundred and Ninety Two Only) based on pro-rata share of IFCI Ltd. in outstanding debt as on March 31, 2021.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(c) **WORKING CAPITAL FACILITIES**

The Working Capital Facilities as on March 31, 2021, shall, in terms of the Resolution Plan, be continued as per the revised terms stipulated hereunder and vide amendments dated on or about the date hereof to the Existing Working Capital Facility Agreement.

Details of Credit Facility Provider wise conversion of each of facilities to instruments/securities is set out in **Schedule II(A)** to this Agreement.




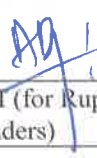





























2.5 Interest / Coupon and Repayment Clause

2.5.1 Interest / Coupon

Coupon and Interest on Sustainable Debt (Part A)

The Borrower agrees that interest would accrue on each of the Rupee Loan Facility, ICICI Corporate Loan Facility and Series A NCD Facility under Sustainable Debt (Part A) in the following manner (plus applicable interest tax, if any or other similar statutory levy) from the Cut Off Date. All interest on the Sustainable Debt (Part A) and all other monies accruing thereto, shall carry interest:

- (i) in case of Rupee Loan Facility and ICICI Corporate Loan Facility, a floating rate of interest at 1.55% above 6 months MCLR of the respective Rupee Lender, @ 8.50% p.a. from April 01, 2021 until the end of the respective loan tenor. For the purpose of clarity, interest rate per Credit Facility Provider is provided under **Schedule X**.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Spread over 6 months MCLR shall be reset on every six month from date of implementation of the Resolution Plan to keep effective rate of interest at 8.50% p.a.

Interest moratorium for 15 months from April 01, 2021, to June 30, 2022.

- (ii) in case of Series A NCD Facility, overdue interest for 36 months from March 25, 2021, till March 31, 2024, shall be converted into OCD Facility. It is further agreed by the Borrower that conversion to equity of the OCD Facility shall be based on valuation to be done by IBBI registered valuer (to be appointed by Credit Facility Providers) at the time of such conversion.

However, with respect to Rupee Loan Facility and ICICI Corporate Loan Facility, the Borrower shall avail moratorium on interest payable for 15 months starting from April 01, 2021, till June 30 2022 ("**Moratorium on Rupee Loan Facility and ICICI Corporate Loan Facility**") and with respect to Series A NCD Facility, the Borrower shall avail moratorium on interest payable for 36 months starting from March 25, 2021 till the end of tenor for Series A NCD Facility i.e., till March ~~24~~ 2024. ("**Moratorium on Series A NCD Facility**").

Furthermore, interest overdue during Moratorium on Rupee Loan Facility and ICICI Corporate Loan Facility shall be converted into OCD Facility aggregating to INR 2,05,05,06,320 (Rupees Two Hundred Five Crore Five Lakhs Six Thousand Three Hundred Twenty Only) and into equity shares aggregating to INR 32,51,11,492 (Rupees Thirty-Two Crore Fifty-One Lakhs and Eleven Thousand Four Hundred and Ninety-Two Only).

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Coupon and Interest on Unsustainable Debt (Part B and Part B1)













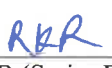





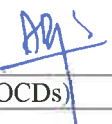







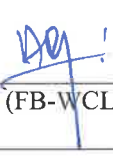



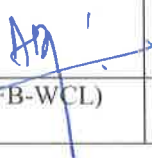


It is agreed between the Parties that the Series B NCD Facility carrying annual coupon of 0.01% p.a. shall be issued to the Credit Facility Providers, against the amount of Unsustainable Debt (Part B). However, Series B NCD Facility will be subordinated to Rupee Loan, ICICI Corporate Loan Facility and Series A NCD Facility in terms of debt servicing.

All interest on the Unsustainable Debt (Part B) and all other monies accruing thereto, shall carry annual coupon rate at the rate of 0.01% p.a. from April 01, 2021 till the end of the tenor for Series A NCD Facility i.e., until September 30, 2038.

The OCD Facility shall carry a fixed coupon at 0.01% per annum from April 01, 2021 till the date of redemption on an annual basis. However, OCD Facility will be subordinated to Rupee Loan Facility, ICICI Corporate Loan Facility and Series A NCD Facility in terms of debt servicing. I.e., all interest on OCD Facility shall carry annual coupon rate at the rate of 0.01% p.a. starting from April 01, 2021, until the end of the tenor of OCD Facility i.e., till September 30, 2038.

All interest/coupon on other monies which shall accrue under the provisions of this Agreement shall be payable in the manner and on the dates as mentioned in this Agreement for payment of interest/coupons on the principal amounts, as is mentioned above in respect of Credit Facilities.

The proposed interest/ coupon shall be applicable as per Resolution Plan with effect from April 01, 2021.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2.5.2 Repayment of Facilities

The Borrower undertakes to repay the amounts of Sustainable Debt (Part A) in accordance with amortization schedule set forth in **Part A, B and C of Schedule IV** hereto.

The Borrower undertakes to repay the amounts of Series B NCD Facility in accordance with amortization schedule set forth in **Part D of Schedule IV** hereto.































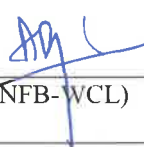


The Borrower undertakes to repay the amounts of OCD Facility in accordance with amortization schedule set forth in **Part E of Schedule IV** hereto.

2.6 Payment Mechanics

Except otherwise agreed under this Agreement or other Restructuring Documents, all payments to be made by the Borrower to the Credit Facility Providers under this Agreement and other Restructuring Documents, shall be routed through Trust and Retention Account.

If a Due Date is not a Business Day, the immediately preceding Business Day shall be the Due Date for such payment.

All payments made by an Obligor under the Restructuring Documents must be calculated and made without (and free and clear of any deduction for) set-off or counter claim.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2.7 Rights and obligations of the Credit Facility Providers

The rights and obligations of each of the Credit Facility Providers shall be regulated as amongst the Credit Facility Providers in terms of the Inter Creditor Agreement entered into by all the Credit Facility Providers. To the extent the same is not covered under the Inter Creditor Agreement, the rights and obligations of each of the Credit Facility Providers shall be regulated as amongst the Credit Facility Providers in term of this Agreement.

2.8 The Credit Facility Providers shall oversee the implementation of the Resolution Plan and the compliance of the conditions of this Agreement by the Borrower.












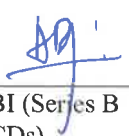














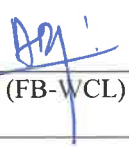



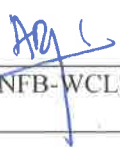


2.9 Purpose

The Borrower shall ensure that the proceeds of such Credit Facilities shall continue to be utilized only for such purposes as may have been specified in the relevant Existing Financing Agreements read with this Agreement.

2.10 Early Realization of Overdue Receivables (>180 Days)

In case of early realization of receivables (outstanding for >180 days) amounting to INR 350,00,00,000 (Rupees Three Hundred Fifty Crores Only), the same shall be utilized for prepayment of Sustainable Debt (Part A) in forward order of maturity without any prepayment penalty.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2.11 Refinancing

In the event, any loan is proposed to be refinanced by the Borrower, the Borrower shall be entitled to create the Security Interests that are not more onerous to the Borrower than the Security Interest created or required to be created to secure the Sustainable Debt (Part A), Unsustainable Debt (Part B and Part B1), being refinanced in accordance with this Agreement. Furthermore, the Borrower shall also ensure that the successor lender agrees to abide with all the terms and conditions of this Agreement and other Restructuring Documents.

2.12 Conditions for Account Upgrade

The above outstanding amounts forming part of the Existing Rupee Loan Facility, ICICI Existing Corporate Loan Facility and Series A NCD Facility along with overdue / accrued interest thereon, in terms of the Resolution Plan which is proposed to be bifurcated into Sustainable Debt (Part A) and Unsustainable Debt (Part B), shall be upgraded in terms of June 07 Circular upon fulfilling of the following conditions:

- (a) When at least 10% (ten percent) of the sum of outstanding principal debt as per the Resolution Plan and interest capitalization sanctioned as part of the restructuring, if any, is repaid,

Provided that the account cannot be upgraded before one year from the commencement of the first payment of interest or principal (whichever is later) on the Credit Facilities with longest period of moratorium under the terms of Resolution Plan.

After restructuring of the Resolution Plan, the outstanding amount shall be upgraded on


































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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

the happening of:

Conditions for Upgrade	Insert moratorium
(a) 1 year from the commencement of first payment on Credit Facilities with longest period of moratorium	Interest moratorium of 15 months from April 01, 2021, till June 30, 2022.
(b) 10 per cent principal debt repayment	Based on the revised repayment schedule, 10% repayment (inclusive of Sustainable Debt (Part A), and Unsustainable Debt (Part B & B1) expected by 1 year from the date of implementation of the Resolution Plan

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































Based on the terms of the Resolution Plan, the account is expected to be upgraded by 1 year from the date of implementation of the Resolution Plan; and

- (b) Credit Facilities of the Borrower to be rated as investment grade (BBB- or better) by credit rating agencies accredited by RBI. As such, Borrower is required to obtain 2 credit ratings at the time of upgrade indicating investment grade as above-mentioned or better.

2.13 The Borrower shall pay to the Credit Facility Providers, all fees, commitment charge and other charges as stipulated under the Sanction Letters of the respective Credit Facility Providers. Furthermore, Borrower shall pay pre-payment charges at 2% (two percent) of the prepaid outstanding amount in case of takeover of Credit Facilities i.e., when the loan is prepaid by the non-individual borrower for shifting to other bank/financial institution, as the case may be. However, the above condition with respect to pre-payment charges shall not be applicable in the following cases:

- Restructured terms of Credit Facilities are at fixed rate with reset clause, if the Borrower exercises its option for floating rate interest at the time of reset;
- Where the Credit Facilities are prepaid by the Borrower from its own sources;
- Where the Borrower shift to other bank/financial institutions within 30 days from the date of issuance of circular for upward revision in the rate of interest to be charged in its account or change in other terms of sanction.
- Where the closure of loan is on the instance of the Credit Facility Providers on account of size of irregularity, possibility of default in future or any other technical or other specific reasons.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

2.14 Prepayment

The Borrower may prepay the Credit Facilities, in full or in part thereof (without any prepayment premium) within 30(sixty) days of any increase of spread as appearing under **Schedule X** herein, subject to the Borrower providing an irrevocable written notice of prepayment to Credit Facility Providers within 15 (fifteen) days of such increase of spread.


































Unless specified otherwise in this Agreement in relation to the Credit Facilities, if the Borrower wishes to prepay any part of or whole of the Credit Facilities, it may do so with payment of prepayment premium of 2.0% (two percent) on principal amount of the loan being prepaid subject to the Borrower giving at least 15 (fifteen) days prior irrevocable written notice of the same to Credit Facility Providers.

2.15 Multiple Banking/ Consortium Banking

The Borrower shall submit to the Credit Facility Providers, a duly certified declaration in a manner satisfactory to the Credit Facility Providers regarding information in relation to the Credit Facilities being availed by it from other lenders/financial institutions, as per Annexure I of the RBI Circular on "Lending under consortium arrangement/multiple banking arrangement" prior to implementation of the Resolution Plan.

The Borrower shall also submit half-yearly certification by professional company secretary/chartered accountant/cost accountant with regard to compliance of various statutory prescriptions as per Annexure III of the RBI Circular on "Lending under consortium arrangement / multiple banking arrangements" to be submitted by the Borrower within 90 days from the end

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

of the half year.


































ARTICLE III

SECURITY FOR THE CREDIT FACILITIES

3.1 The Credit Facilities (Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B1) together with all Secured Obligations shall be secured in favour of the Project Security Trustee on first pari-passu charge basis for the benefit of the Credit Facility Providers by:

- a first pari-passu mortgage and charge on all the Borrower's immovable properties including township property at the Project site (leasehold and freehold), present and future;
- a first pari-passu charge on all the Borrower's movables assets, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, present and future, and all intangibles, goodwill, uncalled capital, both present and future;
- a first pari-passu charge on all book debts, receivables, stocks, inventories, operating cash flows, commissions, revenues of whatsoever nature and wherever arising of the Borrower, present and future;
- a first pari-passu charge on the Trust and Retention Account, escrow account, Debt Service Reserve Sub-Account and other reserves and any other bank accounts of the Borrower wherever maintained, present and future;

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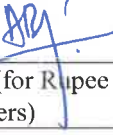














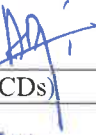














					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(e) a first pari-passu charge by way of assignment / hypothecation or creation of Security Interest of:

- (i) all the rights, title, interest, profits, benefits, claims and demands whatsoever of the Borrower in the Project Documents (including but not limited to the power purchase agreements (PPA)/ memorandum of understanding (MoU) for sale of power, package/ construction contracts, O&M related agreements, land lease agreements, fuel supply contracts/ long term linkages, service contracts, etc.), duly acknowledged consented by the relevant counter parties to such Project Documents, all as amended, varied or supplemented from time to time;
- (ii) all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Clearances pertaining to the Project;
- (iii) all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower in letter of credit, guarantee, performance bond, corporate guarantees, bank guarantees provided by any party to the Project Documents;
- (iv) all Insurance Contracts/ proceeds under Insurance Contracts;

(f) first pari-passu charge on pledge by the Promoter of shares representing 68.13% (sixty-eight decimal one three percent) of the total paid up equity share capital of the Borrower, subject to the Banking Regulation Act, 1949. The shares to be pledged shall be free from any restrictive covenants/ lien or other encumbrance under any contract/ arrangement including shareholder agreement/ joint venture agreement/ financing arrangement with

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

regard to pledge/ transfer of the shares including transfer upon enforcement of the pledge and shall have full voting rights;

It being clarified that the subsisting pledge (before the Cut-Off Date and before the implementation of Resolution Plan) created for the benefit of ICICI Bank (as the Corporate Loan Lender) as an exclusive charge over shares representing 23% of the total paid up equity share capital of the Borrower shall in terms of the Resolution Plan be created / extended as security for all the other Credit Facility Providers, on first pari-passu basis.

The Borrower further agrees that the balance equity shares constituting 23.94% (on diluted basis) of the total paid up equity share capital of the Borrower currently pledged with Yes Bank Limited (as security for debt availed by GEL) shall (after the implementation of the Resolution Plan), be additionally pledged for the benefit of all the Credit Facility Providers as and when the said pledge is released by Yes Bank Limited, and the Borrower shall ensure execution of necessary pledge documentation to the satisfaction of the Credit Facility Providers ("**Additional Pledge Agreement**").

For the sake of clarity, equity share pledge positioning pre and post implementation of the Resolution Plan shall be as follows:

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Shareholder	Pre-Restructuring		Post-Restructuring	
	Number of shares	% Share	Number of shares	% share
ICICI Bank exclusive charge	20,01,00,000	23.00%	-	-
Credit Facility Providers				
Shares pledged	44,37,00,000	51.00%	64,38,00,000	68.13%
Additional shares of INR 32,51,11,492 against part overdue / accrued interest of Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility at book value of INR 4.34/ share	0.00	0.00%	7,49,10,482	7.93%
Total	64,38,00,000	74.00%	71,87,10,482	76.06%

- (g) unconditional and irrevocable corporate guarantee of GPUIL guaranteeing the shortfall in Promoter Contributions, in the event the Promoter Group is unable to infuse the Promoter Contributions as per and in terms of the Restructuring Documents, which shall remain operative at all times until the Promoter Contributions are infused in the Borrower in full by the Promoter Group to the satisfaction of the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

The securities mentioned in Clause 3.1 (a) to (g) above shall be collectively referred to as the “Security”. The Security shall be created in favour of the Project Security Trustee and shall be in a form and manner satisfactory to the Credit Facility Providers.

Provided that:

- the aforesaid, charges, mortgages, assignments, pledge, guarantee, shall in all respects rank on first charge basis *pari-passu inter se* amongst the Credit Facility Providers without any preference or priority to one over the other or others; and
- the aforesaid, charges, mortgages, assignments, pledge (excluding the guarantee and pledge of balance 23.94% shareholding), shall in all respects rank on first charge basis *pari-passu inter se* amongst the Credit Facility Providers and FGD Lenders without any preference or priority to one over the other or others;

3.2 Creation of Additional Security

If, at any time during the subsistence of this Agreement, Credit Facility Providers are of the opinion that the security provided by the Borrower has become inadequate to cover the balance of the Credit Facilities then outstanding, then, on the Project Security Trustee advising the Borrower to that effect, the Borrower and /or Obligors shall provide and furnish to Credit Facility Providers/ Project Security Trustee, to their satisfaction such additional security as may be acceptable to Credit Facility Providers to cover such deficiency.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

3.3 Acquisition of Additional Immoveable Properties

So long as any monies remain due and outstanding to the Credit Facility Providers, the Borrower undertakes to not acquire any immovable properties save and except with prior written permission of the Credit Facility Providers and thereafter to make out a clear, marketable title to the satisfaction of the Credit Facility Providers and create charge and mortgage over the same in favour of the Project Security Trustee for the benefit of the Credit Facility Providers by way of first charge in such form and manner as may be decided by the Credit Facility Providers.


































3.4 Permissions

The Borrower shall ensure that each Obligor obtains all necessary Clearances for the creation, perfection and maintenance of the Security required to be created / modified (or procured) in terms of the Applicable Laws, including but not limited to all corporate authorizations under the Companies Act and the statutory permission of the assessing officer under Section 281(1) (ii) of the Income Tax Act, 1961, prior to creation of the relevant Security, and to ensure that all such Clearances are, at all times, in full force and effect.

3.5 Creation/ Modification and Perfection of Security

The Borrower shall ensure that the Security as stated in Clauses 3.1 above shall be created/ modified and perfected upon execution of this Agreement and as per the timelines appearing under Regulatory Framework and Borrower is not in default with any of the Credit Facility Providers, so as to ensure implementation of the Resolution Plan.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

3.6 Project Security Trustee




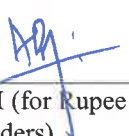


























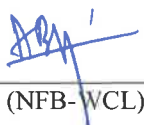


In terms of the Resolution Plan, the Borrower shall appoint SBICAP Trustee Company Limited a company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with corporate identification number U65991MH2005PLC158386 and having its registered office at 202, Maker Towers E, Cuffe Parade, Mumbai 400 005 and corporate office at Mistry Bhavan, 04th Floor, 122, Dinshaw Vachha Road, Churchgate, Mumbai – 400020 and its branch office at 610, 6th Floor Ansal Bhawan, Kasturba Gandhi Marg, New Delhi – 110001, which shall include its successors and substitutes, from time to time) as the security trustee for the benefit of the Credit Facility Providers, in whose favour the Security Interest shall be created as security for the Credit Facilities and other Secured Obligations.

The Parties hereby agree to the appointment of SBICAP Trustee Company Limited as the sole security trustee / debenture trustee to hold the Security Interest for the benefit of the Credit Facility Providers in terms of the Resolution Plan, and accordingly, the Borrower agrees to create / modify the Security Interest stipulated under the Existing Financing Agreements read with this Agreement in favour of the Project Security Trustee for the benefit of the Credit Facility Providers

3.7 Continuation of the Existing Security

The existing security created under the Existing Financing Agreements including amendments pursuant to the Resolution Plan shall continue to be valid and in full force, to the extent not modified by the terms of the Restructuring Security Documents, until the Final Settlement Date.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

The Borrower agrees and declares that the mortgages/ charges/ securities over the immovable and movable assets of the Borrower as also the pledge of shares held by the Promoter in the Borrower for the benefit of the Rupee Lenders, Corporate Loan Lenders, Working Capital Lenders and Debenture Holders-Series A NCDs, and the corporate guarantees/ undertakings of the Promoter in favour of / for the benefit of the Rupee Lenders, Corporate Loan Lenders, Working Capital Lenders and Debenture Holders-Series A NCDs created in terms of the Existing Financing Agreements as are in existence and shall continue to be in full force and effect and shall cover all the outstanding amounts under Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B1) to the extent not superseded or modified by the Restructuring Security Documents executed pursuant to this Agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO IMPLEMENTATION OF THE RESOLUTION PLAN

4.1 The Borrower shall to the satisfaction of the Credit Facility Providers comply with the following:


































a) Corporate Actions

(i) The Borrower shall have furnished to the Credit Facility Providers:

(a) up to date certified true copies of its constitutional documents (memorandum of association and articles of association) including certificate of incorporation of the Obligors;

(b) certified true copies of the resolution of the board of directors of the






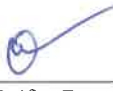




















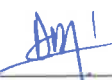






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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Obligors for evidence of the corporate power, authority/ resolutions and required corporate action to accept the terms and conditions of the sanction letters, to enter into, and signature authority of the Person(s) executing the Restructuring Documents on its behalf, and authority for affixation of the common seal and creation of security including making necessary filings in relation thereto;

- (c) if applicable, a certified true copy of a resolution of the board of directors of the aforesaid Obligors, establishing the committee referred to in paragraph (b) above and delegating to the aforesaid committee the power to carry out the aforesaid actions;
- (d) certified true copy of its shareholders' resolution under Section 180(1)(a), Section 180(1)(c) and Section 62(3) of the Companies Act, authorizing borrowing and creation / modification of security in respect of the Credit Facilities;
- (e) a certificate of independent chartered accountant confirming that the issuance of debentures shall not cause any borrowing limit binding on the Borrower to be exceeded;
- (f) a certificate of the authorised officer of the Company certifying that the Borrower and its directors have the necessary powers under the constitutional documents (memorandum of association and articles of association) to enter into the Restructuring Documents and that the












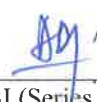





















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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

powers of the Board of the Borrower with respect to the borrowing and creation of security have not been withdrawn or restricted by any general body meeting; and the Company and its board of directors have requisite and necessary powers to provide security and to approve the execution of the Restructuring Security Documents to which Company is the party;




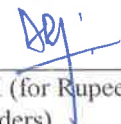





























- (g) a certifying of the authorised officer of the Borrower certifying that the total securities provided/to be provided by the Borrower including the proposed Security are well within the overall limits of the Borrower as approved by its members in the general meeting under the provisions of Section 180(1)(a) of the Companies Act;
- (h) a certificate from the authorised officer of the Borrower certifying that the total borrowings of the Borrower under Restructuring Documents are within the overall limits of the Borrower as approved by members in the general meeting under the provisions of Section 180(1)(c) of the Companies Act;
- (i) a certificate by the chartered accountant of the Pledgor and Guarantor certifying the non-applicability of Section 185 and 186 of the Companies Act in relation to pledge of equity shares being provided and corporate guarantee being provided respectively, in terms of this Agreement along with the explanation in respect thereof; or certified true copy of the resolutions and/or filings and explanation towards compliance of said sections;

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (j) certified true copies of the resolution of the shareholders of the Pledgor under Sections 180 (1) (a) of the Companies Act, along with a certificate from the independent chartered accountant that that the total securities provided /to be provided by the Pledgor including the pledge as agreed to be provided in this Agreement are well within the overall limits of the Pledgor as approved by its members in the general meeting under the provisions of Section 180(1)(a) of the Companies Act;
- (k) certified true copies of the resolution of the shareholders of the Guarantor under Sections 180 (1) (a) of the Companies Act, along with a certificate from the independent chartered accountant that that the total securities provided/ to be provided by the Guarantor including the guaranteed obligations as agreed to be provided in this Agreement are well within the overall limits of the Guarantor as approved by its members in the general meeting under the provisions of Section 180(1)(a) of the Companies Act;
- (l) a certificate from key managerial personnel of the Borrower certifying that the person duly authorised on behalf of the Borrower to execute the Restructuring Documents to which the Borrower is a party, and are either key managerial personnel of the Borrower or officer(s) or employee(s) of the Borrower in compliance with Section 21 of the Companies Act;




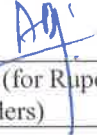







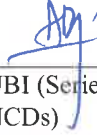





















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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (m) a certificate from key managerial personnel of the Pledgor certifying that the person duly authorised on behalf of the Pledgor to execute the Restructuring Documents to which the Pledgor is a party, and are either key managerial personnel of the Pledgor or officer(s) or employee(s) of the Pledgor in compliance with Section 21 of the Companies Act;
- (n) a certificate from key managerial personnel of the Guarantor certifying that the person duly authorised on behalf of the Guarantor to execute the Restructuring Documents to which the Guarantor is a party, and are either key managerial personnel of the Guarantor or officer(s) or employee(s) of the Guarantor in compliance with Section 21 of the Companies Act;
- (o) a certificate from the director/ company secretary/ authorised officer of the Obligors certifying that the power of the board of directors for undertaking the obligations under the Restructured Documents, to which the Obligors is /are a party, have not been withdrawn in any general meeting.
- (p) other corporate authorizations / certificates of the Obligors, as may be required in connection with the Restructured Documents.

- b) The Borrower shall have agreed to carry out such alterations to its memorandum of association and articles of association for suitably increasing its authorised equity capital, borrowing power, if required and incorporate any other changes, if required, by the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

c) **Lenders' Legal Counsel**

The LLC shall have been appointed by the Credit Facility Providers in consultation with the Borrower to undertake such scope of work as may be decided by the Credit Facility Providers.

d) **Execution of Restructuring Documents**

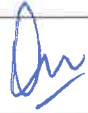
































The Borrower shall have ensured that all the Restructuring Documents, in a form acceptable to the Credit Facility Providers have been duly executed and the same are in full force and effect, and all Security as envisaged under Article III hereunder shall have been created / modified and perfected to the satisfaction of the Credit Facility Providers.

e) **Upfront DSR**

The Borrower shall have established in the DSRA, the DSR for ensuing 1 quarter interest and principal payments relating to Sustainable Debt (Part A) to the satisfaction of the Credit Facility Providers.

f) **Capital**

The new capital structure and/or changes in the terms of conditions of the Existing Facilities shall be duly reflected in the books of all the Credit Facility Providers and the Borrower.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

g) **Promoter Contribution**

The Promoter Group shall infuse Promoter Contributions of INR 160,00,00,000 (Rupees One Hundred and Sixty Crores Only), in accordance with this Agreement, out of which INR 60,00,00,000 (Rupees Sixty Crore Only) shall be infused by the Promoter Group upfront and the Credit Facility Providers shall have received a certificate from the Statutory Auditor in this regard.

h) The Borrower shall have complied with any other conditions as per extant RBI guidelines.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 In order to induce each of the Credit Facility Providers to enter into this Agreement and the other Restructuring Documents, the Borrower makes the following representations and warranties as of the date hereof, which representations and warranties shall survive the execution and delivery of this Agreement:




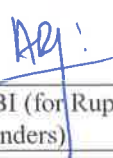






















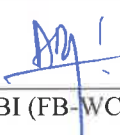






a) **Status:** The Borrower is a public incorporated company, duly organized and validly existing under the Applicable Laws and has the power and authority to own its assets, to engage in the business in which it engages or proposes to engage, to perform its obligations under this Agreement and the other Restructuring Documents and to do all things necessary or appropriate to consummate the transactions contemplated herein and in the other Restructuring Documents.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- b) **Due Authorization:** The Borrower has full power and corporate authority to enter into, deliver and perform the terms and provisions of this Agreement and the other Restructuring Documents and, in particular, to exercise its rights, perform the obligations expressed to be assumed by and make the representations and warranties made by it hereunder.
- c) **Corporate Action:** All corporate and other action authorizing the execution, delivery and performance by the Borrower of this Agreement and the other Restructuring Documents, and, in particular, the exercise of rights and performance of the obligations expressed to be assumed by it hereunder and thereunder, has been duly taken.
- d) **Financial Statements:**
- The financial statements of the Borrower have been prepared in accordance with Ind-As / GAAP consistently applied and present a true and fair view of the financial position of the Borrower in all respects as at the date of such statements, the result of the operations for the period covered thereby and no event, condition or circumstance has occurred which has had or continues to have or could be expected to have a negative impact on the operations, profitability and sustainability.
 - All audited financial statements of the Borrower delivered to the Credit Facility Providers have been duly audited by the Statutory Auditor of the Borrower.
 - Except as reflected in the financial statements delivered to Credit Facility

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Providers or as expressly disclosed otherwise to the Credit Facility Providers in writing as 'off-balance sheet liabilities' or in any other written communication to the Credit Facility Providers, there is no liability or obligation with respect to the Borrower of any nature whatsoever, whether absolute, contingent, accrued or otherwise and whether due or not.

e) **No claims and liabilities other than those disclosed:**



























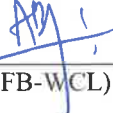






The Borrower does not have any claims or liabilities including without limitations, provident fund or labour dues, income/corporate or other taxes, duties, levies or cesses, royalties, license fees, lease rentals, interest costs, penal levies, default rates, damages, claims, penalties etc. (whether present, future or contingent) which are not expressly disclosed either:

- (i) in the Borrower's last audited balance sheet furnished to the Credit Facility Providers; or
- (ii) otherwise to the Credit Facility Providers in writing as "off-balance sheet liabilities", or
- (iii) in any other written communication to the Credit Facility Providers.

f) **Taxes**

The Borrower has filed all the returns required for direct and indirect taxes as applicable to it and paid all taxes and other statutory dues required to be paid or which became due other than those, which have been waived or contested in good faith and for which adequate reserves have been established or provisions made.

72

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

g) **Binding Obligations**

The obligations expressed to be assumed by it in this Agreement, the other Restructuring Documents and under the other Existing Financing Agreements (to the extent not modified or amended by this Agreement) are legal and valid obligations binding on it and enforceable against it in accordance with the terms thereof.

h) **No Violation**


































(i) The execution, delivery and performance by the Borrower of this Agreement and the other Restructuring Documents is not in violation of any Applicable Law, constitutional documents, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation, duty or any order, writ, injunction or decree of any court or Governmental Authority, by which the Borrower is bound and will not result in the creation or imposition of (or the obligation to create or impose) any Security Interest upon any of the assets of the Borrower except for those permitted to exist under the terms of this Agreement;

(ii) The operations of the Borrower is being carried out in compliance with all Applicable Laws.

i) **No Litigation**

No litigation, investigation or proceeding, whether judicial, quasi-judicial, administrative or otherwise, of or before any arbitrator or Governmental Authority is pending or

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

threatened against the Borrower, or the Project and/or any of the assets of the Borrower, save and except as provided hereunder under **Schedule XI**.

j) **No Insolvency**

Neither the Borrower nor the Obligors has taken any corporate action nor have any other steps or legal proceedings been started or, threatened against the Obligors nor have any such steps of legal proceedings been started or threatened against any of the Obligors by any Person for its winding-up, liquidation, dissolution or re-organization.

k) **No Default**

The Borrower is not in breach of or in default under the Restructuring Documents and the Existing Financing Agreements save and except for the Existing Events of Default.


































l) **No Material Adverse Effect**

No Material Adverse Effect has occurred or is continuing in respect of the Borrower's business or financial condition save and except for the Existing Events of Default.

m) **Security Interests**

- i. The Borrower and such other Persons as are required to create Security Interests over any of its/ their assets pursuant to this Agreement, own or have good, legal or beneficial or other interest in the collateral and such assets, respectively, and

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			




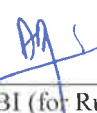






















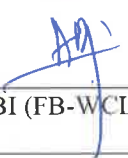






except for any Permitted Security Interests, no other Security Interest exists over any of the assets of the Borrower or over any such assets of such other Person. The Borrower has neither created nor agreed to create any Security Interest in favour of any other Person except the Permitted Security Interest.

- ii. The provisions of the Restructuring Security Documents, when executed, delivered and registered (where necessary or desirable) and when appropriate forms having been filed as required under Applicable Law, are effective to create in favour of or for the benefit of the Credit Facility Providers, in accordance with Applicable Law, a legal, valid and enforceable security as per the terms of this Agreement and the other Restructuring Documents over the assets referred therein. All necessary and appropriate recordings and filings have been/ will be made in all necessary and appropriate public offices, and all other necessary and appropriate action such as payment of stamp duty on each of the Restructuring Security Documents has been / will be taken so that the Security Interest created / modified and to be created / modified in favour of / for the benefit of the Credit Facility Providers by each Restructuring Security Document constitutes and will constitute a perfected first ranking *pari passu* charge thereon and on all rights, title and interest of the Borrower in and to such properties and assets, prior and superior to all other Security Interests.

n) **No Sovereign Immunity**

The Borrower and the Obligors do not have the benefit of any sovereign immunity or similar immunity from suit, execution, attachment or other legal process in relation to itself or any of its assets in any jurisdiction in regard to the matters set forth in this

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Agreement and the other Restructuring Documents.

o) **Registration and Filings**

All registrations, recordings, filings and notarizations of all Restructuring Documents, as applicable, have been, or as the case may, shall be made and all payments of any tax or duty relating thereto, including stamp duty and registration charges, which are required to be effected or made by the Borrower in order to ensure the legality, validity, enforceability or admissibility in evidence of such documents have been made, or as the case may be shall be made.


































p) **Subsidiaries**

The Borrower has no subsidiaries and owns nil equity interest in any other Person.

q) **Insurance**

The Borrower has insured all its assets and properties and has further entered into insurance contracts to cover liabilities peculiar to its operations. The Borrower further represents that the insurance contracts are in full force and effect and no event or circumstance has occurred nor has there been any omission to disclose a fact which in any such case would entitle any insurer to avoid or otherwise reduce its liability thereunder to less than the amount provided in the relevant policy and insurance coverage provided by such insurance.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

r) **True and Complete Disclosure**

All information furnished by or on behalf of the Borrower to the Credit Facility Providers or any representatives, advisors, advocates and consultants of the Credit Facility Providers in connection with the transaction contemplated hereby, whether prior to the date hereof or contemporaneously with the execution hereof and all information hereafter furnished, is and shall be true and correct in all respects as on the date on which such information is made and is / shall. not be false or misleading in any respect nor any fact necessary to make full disclosure is/shall be omitted.































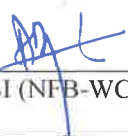


s) **Authorized and Issued Share Capital**

As on the date hereof, the authorized share capital of the Borrower is INR 2000,00,00,000 (Rupees Two Thousand Crore) comprising of 160,00,00,000 (One Hundred Sixty Crore) equity shares of INR10 (Rupees Ten) each and 40,00,00,000 (Forty Crore) preference shares of INR 10 (Rupees Ten) each.

The issued, subscribed and fully paid-up share capital of the Borrower is Rs.1040,00,80,600 (Rupees [One Thousand Forty Crore Eighty Thousand and Six Hundred Only] only) comprising of 87,00,00,000 [Eighty-Seven Crore] equity shares of INR 10 and 17,00,80,600 [Seventeen Crore and Eighty Thousand Six Hundred] 0.001% compulsorily convertible, non-cumulative non- participating preference shares of INR 10 each.

Other than as disclosed to the Credit Facility Providers, the Borrower has not issued any instrument to any Person which is convertible into equity shares and has not entered into

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

any agreement or granted any option to any Person permitting them to acquire equity shares of the Borrower.

t) **Consents**

All approvals, permits, consents, licenses, registrations or other authorization of any nature including those required under the Companies Act for:































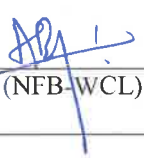


- (i) the execution, delivery and performance of the Restructuring Documents and Existing Financing Agreements and the Project Documents;
- (ii) the legality, validity, binding effect or enforceability of the Restructuring Documents and Existing Financing Agreements and the Project Documents;
- (iii) ownership of the assets of the Borrower;
- (iv) conduct of the business of the Borrower; and
- (iv) the Project;

have been obtained and are in full force and effect and the Borrower is in compliance with the terms thereof.

u) **Nature of Obligations:**

The obligations under this Agreement and the other Restructuring Documents constitute direct, unconditional and general obligations of the Borrower and the Credit Facilities rank at least *pari passu* as to priority of payment to all other unsubordinated indebtedness of the Borrower other than any priority established under Applicable Law.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

v) **No Litigation**

No litigation initiated by another financier including banks against the Borrower / its directors is pending for recovery of dues, save and except as provided hereunder under **Schedule XI**.

- w) The Borrower undertake that it shall endeavour to obtain the title deed in its name of the immoveable property aggregating to Rs. 0.89 Crores as at March 31, 2021 for which title deed were not available with the Borrower and also ensure that the same is mortgaged to all the Credit Facility Providers, as and when the same stands transferred in the name of the Borrower.

x) **Specific Environment and Social Management Conditions**

Borrower confirms that (i) it is not involved and shall not be involved in any of the below mentioned activities till the Credit Facilities are fully repaid, to the satisfaction of Credit Facility Providers, and/or (ii) the end-use of the Credit Facilities is not and shall not be towards any of the below mentioned activities:

- (i) Production or activities involving harmful or exploitative forms of forced labour/ harmful child labour.
- (ii) New projects consuming/ producing ozone depleting substances.
- (iii) Production or trade in unbonded asbestos fibers (other than the purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%).

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (iv) Commercial logging operations or the purchase of logging equipment for use in primary tropical moist forest (prohibited by the forestry policy).
- (v) Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, including production or trade in pesticides/ herbicides subject to international phase outs or bans.
- (vi) Drift net fishing in the marine environment using nets in excess of 2.5 km in length.
- (vii) Production or trade of wildlife or products regulated under Convention on International Trade in Endangered Species (CITES); and
- (viii) Dealing in narcotics.

ARTICLE VI

CONDITONS APPLICABLE DURING CURRENCY OF THIS AGREEMENT



























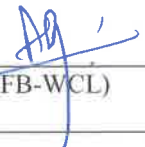






6.1 AFFIRMATIVE COVENANTS

During the currency of the Credit Facilities, the Borrower agrees to abide by and ensure continued compliance with the following:

6.1.1 Maintenance of Book and Accounts

The Borrower shall maintain proper and adequate books of records and accounts in

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

accordance with Ind-AS/ GAAP, as applicable, as are necessary to truly, accurately and correctly reflect the financial condition and scale of operations of the Borrower, and shall provide prior written notice to the Credit Facility Providers before changing its accounting system radically. However, the Borrower shall not change its accounting system to the detriment of its functioning.

6.1.2 Information

The Borrower shall furnish to the Credit Facility Providers, the following reports, data, statements and information (financial or otherwise), as the Credit Facility Providers may require at any time or from time to time.




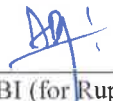





























(i) Annual Accounts

The Borrower shall submit to the Credit Facility Providers its duly audited annual accounts immediately on the date of publication thereof and in any event within 6 (six) months from the close of its Fiscal Year or within 30 (thirty) days of adoption of the audited accounts by the shareholders in the annual general meeting, whichever is later.

(ii) Other Statements

The Borrower shall submit to the Credit Facility Providers, copies of such statements (financial or otherwise) as may be required by the Credit Facility Providers, from time to time, over and above the above set of such statements to be furnished by the Borrower as aforesaid.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(iii) Loss or Damage by Uncovered Risks































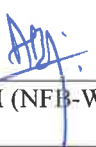


The Borrower shall promptly inform the Credit Facility Providers (together with explanation of the reasons therefor and the remedial or mitigation steps the Borrower has taken / proposes to take) upon of any loss or damage which the Borrower may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. including against which the Borrower may not have insured its properties.

(iv) Notice of impact on profits, business, and operation and maintenance etc.

The Borrower shall promptly inform the Credit Facility Providers (together with explanation of the reasons therefor and the remedial or mitigation steps the Borrower has taken / proposes to take) upon the occurrence of any event likely to have a substantial effect on the Borrower's business or profits or sales (including the happening of any labour strikes, lockouts, shut-downs, fires etc. or if, the monthly production or sales are substantially less than what had been indicated) and of any circumstance adversely affecting the financial position of its subsidiaries / group companies or companies in which the Borrower has invested (as permitted under the Restructuring Documents / Existing Financing Agreements), including any action taken by any creditor against the said companies legally or otherwise.

For the purpose hereof, the expression 'substantial effect on the Borrower's business or profits or sales shall mean adverse variance of 5% (five percent) or more; and the expression 'adversely affecting the financial position of its subsidiaries / group

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

companies or companies in which the Borrower has invested shall mean an impact on the TNW of the particular entity by 10% (ten percent) or more.

(v) **Directors**

The Borrower shall also furnish to the Credit Facility Providers, as and when sought for during the currency of the Credit Facilities, the list of all the directors on the Board along with list of other companies in which they are directors.

(vi) **Notice of change in nationality**

During the currency of the Credit Facilities, if there is any change in the nationality of the Borrower / the Guarantors, or any director(s) of the Borrower / Guarantor lose(s) the citizenship of India or acquire(s) the citizenship of any other country, the same shall immediately be advised in writing to the Credit Facility Providers

(vii) **Notice of insolvency or other legal process**

The Borrower shall promptly inform the Credit Facility Providers if it has notice of any application for insolvency having been made or any statutory notice of insolvency under the provisions of the IBC, or any other notice under any other Applicable Law or otherwise of any suit or other legal process intended to be filed or initiated against the Borrower and affecting the title to the properties of the Borrower or if a insolvency professional is appointed of any of its properties or business or undertaking.

The Borrower shall keep the Credit Facility Providers informed of any legal proceedings,

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































the outcome of which would have a material impact on the debt servicing capability of the Borrower. In consultation with the Credit Facility Providers, the Borrower shall take such remedial actions, as may be required in the best interest of the Borrower and the Credit Facility Providers.

- (viii) The Borrower shall, promptly notify the Credit Facility Provider of any proposed change in the nature of business or occurrence of any event or condition which might adversely affect the operations or cash flows of the Borrower.

(ix) **Information to Information Utilities**

The Borrower hereby agrees and gives consent for the disclosure/ sharing by the Credit Facility Providers of all or any such (a) information and data relating to the Borrower (b) information or data relating to Borrower's obligation in any Credit Facilities granted / to be granted by the Credit Facility Providers and availed/ enjoyed/ guaranteed by the Borrower (c) information relating to assets in relation to which any Security Interest has been created in favor of the Borrower and (d) default, if any, committed by the Borrower in discharge of such obligation as the Credit Facility Providers may deem appropriate and necessary to disclose and furnish to any of the Information Utilities ("IUs") registered with Insolvency and Bankruptcy Board of India (IBBI), Credit Information Companies ("CIC") registered with RBI and any other agency authorized in this behalf by the IBBI, RBI, and/or any such agency that may be constituted or require such information at any time under any of the statutory provisions and Applicable Law. The Borrower declares that the information and data furnished by the Borrower is true and correct. The Borrower further undertakes that (a) the IU/CICs and / or any other agency so authorized may use, process the said information and data disclosed by the Credit

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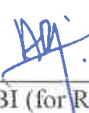





























					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Facility Providers in the matter as deemed fit by such IU/CICs and (b) the IU/CICs and / any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them to Credit Facility Providers / financial institutions or other credit grantors or registered users/ insolvency professionals, as may be specified by the IBBI/RBI or such other regulators/ statutory authorities as per Applicable Law in this behalf. Notwithstanding any right available to the Credit Facility Providers under any law for the time-being in force, the Borrower hereby further agrees and undertakes that the furnishing of information to IUs and any default as reported by IU is sufficient to record the default for the purpose of filing/ initiating any proceedings including but not limited to filing application before the adjudicating authority under IBC for insolvency resolution process.

The Borrower further agrees and undertakes to authenticate the information furnished by the Borrower to the Credit Facility Providers/IUs/CICs or such Institutions ("Credit Information Institutions") in such manner as may be prescribed by the respective Credit Information Institutions or the regulators/authorities under Applicable Law governing such Credit Information Institutions.

- (x) The Borrower shall meet new emission norms, set up by Ministry of Environment, forest and the Climate Change (MoEF& CC) to install Flue Gas Desulphurization units to minimize SO2 emission.
- (xi) The Borrower shall ensure that the tie-up for meeting coal demand of the power plant by way of FSA/ reliable arrangement.
- (xii) The Borrower agrees and undertakes an obligation that in case any other Credit Facility

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Providers charges higher rate of interest/ coupon/coupon rate anytime during the tenor of the Credit Facilities, the same shall be applicable to the other Credit Facility Provider as well.

- (xiii) The Borrower agrees that the Promoter's shares in the Borrower shall not be pledged to any bank/NBFC / financial institution without prior consent of Credit Facility Providers save and except for shares that are already been pledged to such bank/NBFC/financial institutions.

6.1.3 Nominee Director

The Credit Facility Providers may collectively nominate and appoint (and have the right to remove and replace in their sole discretion), 1 (one) nominee director on the Board ("**Nominee Director**"), and the Borrower shall take all corporate actions and obtain all necessary clearances to effectuate such right (including, without limitation, amending its constitutional documents, if required). If, for any reason, the Nominee Director is not able to attend a meeting of the Board or any of the committees of the Board, of which he is member, the Credit Facility Providers may depute an observer to attend the meeting. ("**Observer**").

The Nominee Director, or the Observer, as the case may be, shall:

- not be required to hold qualification shares nor be liable to retire by rotation; and
- be appointed a member of committees of the Board of the Borrower, if so desired by the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































Any expenditure incurred by the Credit Facility Providers in connection with such appointment of the Nominee Director or Observer shall be borne and payable by the Borrower.

The Nominee Director or Observer, as the case may be, shall be appointed a member or observer on the committees of the Board, if so desired by the Credit Facility Providers and shall be entitled to receive all notices, agenda, etc. and to attend all general meetings and board meetings and meetings of any committees of the Board of which he is a member.

The Nominee Director or the Observer may furnish to the Credit Facility Providers, a report of the proceedings of all such meetings and the Borrower shall not have any objection to the same. The appointment and removal of the Nominee Director or the Observer, as the case may be, shall be by a notice in writing from the Credit Facility Providers addressed to the Borrower and shall (unless otherwise indicated by the Credit Facility Providers) take effect forthwith upon such a notice being delivered.

The Nominee Director or the Observer, as the case may be, shall be entitled to all the rights, privileges and indemnities of other directors including the sitting fees and expenses as are payable to the other directors, and amounts and fees payable to him shall accrue to the Lender and the same shall accordingly be paid by the Borrower directly for the respective accounts of the Credit Facility Providers.

The Borrower agrees that the Nominee Director or the Observer shall not be liable for any act or omission of the Borrower.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			































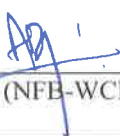


The Borrower hereby agrees to hold the Nominee Director or the Observer and the Credit Facility Providers harmless and to indemnify the Nominee Director or the Observer and the Credit Facility Providers from and against any and all expenses, liabilities and losses incurred or suffered by the Nominee Director or the Observer or the Credit Facility Providers in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, asserted against, imposed upon, or incurred or suffered by the Nominee Director, the Observer or the Credit Facility Providers (including attorney's fees and expenses), directly or indirectly, resulting from, based upon, arising out of or relating to the appointment of the Nominee Director or Observer by the Credit Facility Providers. The indemnification as provided by the provision of this Agreement or any Applicable Law for the time being in force, shall not be deemed exclusive of any other rights to which the Nominee Director, the Observer or the Credit Facility Providers may be entitled under any provision of Applicable Law, or any other agreement, or otherwise.

6.1.4 Borrower's Undertakings


































The Borrower hereby irrevocably and unconditionally undertakes to the Credit Facility Providers that:

- (i) the Borrower shall appoint 2 (two) RBI accredited credit rating agencies and obtain investment grade (BBB- or better) rating on the Credit Facilities of the Borrower at the time of upgrade of the account.
- (ii) the Borrower shall deal with the Credit Facilities as per the RBI guidelines and in terms of the Existing Financing Agreements / Restructuring Documents.

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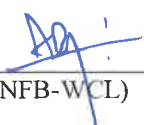


					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (iii) in the case of any future induction of private equity /ECB / venture capital funds/ any other source for prepayment, prepayment shall be on pro-rata basis amongst different debt instruments. However, any changes thereof shall be approved by the Credit Facility Providers.
- (iv) the Borrower shall undertake to comply with all Applicable Laws /statutory regulations.
- (v) individual Credit Facility Providers shall have right to assign/ transfer their outstanding debt amount to any asset reconstruction company/ bank/ or any other entity, in terms of RBI guidelines.
- (vi) in the event of the Borrower committing default on the repayment of any instalment of the Credit Facilities or payment of interest on the Due Dates in relation to the same, the Credit Facility Providers shall have an unqualified right to disclose the name of the Borrower and its directors to the RBI/ Credit Information Bureau of India (CIBIL)/ Central Repository of Information on Large Credits (CRILC) under intimation to the Borrower. The Borrower give its consent to Credit Facility Providers or RBI/CIBIL / CRILC to publish its name and the names of its directors as defaulters in such manner and through such medium as the Credit Facility Providers/ RBI/ CIBIL/ CRILC in their absolute discretion may think fit.
- (vii) the Credit Facility Providers shall have the right to share credit information as deemed appropriate with credit information companies or any other institution as approved by RBI from time to time.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (viii) subject to Clause (A) of Article I above, all other terms and conditions of the Existing Financing Agreements shall apply *mutatis-mutandis* to the Credit Facilities, to the extent not contrary to the terms of the Restructuring Documents.
- (ix) the Borrower shall offer to the Credit Facility Providers (on a right of first refusal basis) at least pro rata business relating to remittances, non-fund based transactions including letters of credit / bank guarantees, bills/cheque purchase, forex transactions and any interest rate or currency hedging business, merchant banking, IPO/FPO, capital market transactions, cash management product, vehicle loan etc.
- (x) the Security as per Article III shall be created / modified in favour of Project Security Trustee for the benefit of the Credit Facility Providers, at the cost of the Borrower, within the timelines stipulated under this Agreement. Any delay in creation of Security shall require prior written approval of the Credit Facility Provider pursuant to which timeline may be extended maximum upto 12 (twelve months). All costs, charges and out of pocket expenses in connection with perfection of any Security or Security Document shall be borne by the Borrower provided further that the Resolution Plan shall not be deemed to be implemented during such period as the security perfection is impending.
- (xi) the Borrower shall submit a certificate on quarterly basis furnishing details of accounts opened with banks and details of (if permitted in terms of this Agreement) investments made in stock markets, mutual funds, non banking financial companies, inter corporate deposits, associate companies, subsidiaries, real estate etc., due diligence report etc.
- (xii) the Borrower shall not induct into its Board, any person (excluding nominee directors for the purpose hereof) whose name appears in the willful defaulters list of RBI/ credit

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

information companies/central fraud registry.


































If any Person:

- (A) who has been named in any list of defaulters circulated by the RBI or CIBIL or credit information companies or central fraud registry;
- (B) whose name appears in any caution list of any nature published by the RBI, CIBIL, central fraud registry or any similar Governmental Authority;
- (C) who has been named in the ECGC caution list/defaulters list/ specific approval list;
- (D) who has been identified as a willful defaulter by any bank or financial institution, as per the parameters determined by RBI, from time to time;
- (E) who is director in any company which has been identified as a willful defaulter by the RBI or similar Governmental Authority or any bank or financial institution,

If any such person is a member of the Board (excluding nominee directors for the purpose hereof), the Borrower shall intimate the Credit Facility Providers promptly and take expeditious and effective steps to remove such Person from its Board.

The Borrower shall not appoint a person as its director who is disqualified under the provisions of Section 164 of the Companies Act or is a director or relative of a director of


































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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

any of the Credit Facility Providers or is a senior officer of or relative of any senior officer of the Credit Facility Providers or is a director or relative of a director of or senior officer or relative of a senior officer of any other banking company(ies). For this purpose the term 'relative' shall have the meaning ascribed to it under the Section 2 (77) of the Companies Act and under the RBI's Master Circular on Loans and Advances – Statutory and Other Restrictions, as may be amended, from time to time. If any such person is already a director on the Board of the Borrower, such director shall be expeditiously removed from directorship or/and in any case, upon notice to the Borrower by any Credit Facility Providers.

- (xiii) the Borrower shall procure and furnish an unconditional and irrevocable Corporate Guarantee of GPUIL (for the proposed Promoter Group Support of INR 160,00,00,000 (Rupee One Hundred and Sixty Crores) in the form and manner acceptable to Credit Facility Providers.
- (xiv) the Borrower shall abide by all other terms and conditions of the Existing Financing Agreements entered into between the Borrower and the Credit Facility Providers and to the extent not modified or amended by this Agreement and other Restructuring Documents.
- (xv) The Borrower shall furnish the external rating for Credit Facilities extended by the Credit Facility Providers.
- (xvi) the Borrower shall always be responsible to ensure that the Insurance Contracts in respect of the Secured Interest remains valid until all the Final Settlement Date and shall keep such Insurance Contracts renewed each year. The Borrower shall endorse the insurance

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

policies in favour of Project Security Trustee as the loss payee.

- (xvii) in case of default in repayment of the loan/advances or in the payment of the interest thereon or any of the agreed instalments of the loan on Due Date(s) by the Borrower, the Credit Facility Providers and/or the RBI will have an unqualified right to disclose or publish the Borrower's name or the name of the Borrower and its directors as defaulters/ willful defaulters in such manner and through such medium as the Credit Facility Providers or RBI in their absolute discretion may think fit.
- (xviii) The Borrower undertakes and agrees that the shares currently pledged with Yes Bank will be pledged to the benefit of Credit Facility Providers as and when balance pledged shareholding is released by Yes Bank.
- (xix) **Documents to be submitted by the Borrower**

The Borrower agrees and undertakes to submit the following documents, in the format specified by the Credit Facility Providers:

- Due diligence report in the prescribed RBI format at half yearly intervals;
- Unhedged foreign currency exposure at quarterly intervals (certificate duly signed by the statutory auditor of Borrower, needs to be submitted for any one quarter during the year);
- Declaration with respect to confirmation on layers of subsidiaries (at annual interval) if any;
- Declaration in connection with financial action task force (FATF) / anti-money laundering (AML) / combating of financing of terrorism (CFT) declaration (at

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- annual interval);
- e. Copies of insurance policies being obtained by the Company
- f. Self-attested copies of KYC of Promoter(s), directors and key officials of the Borrower needs to be submitted at annual intervals;
- g. Balance confirmation at quarterly intervals on the Borrower's letterhead affixed with a revenue stamp.































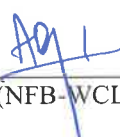


6.1.5 Inspection

The Borrower shall, upon receipt of prior notice, permit the Credit Facility Providers/ Facility Agent, the Security Trustee and their representatives, employees and officers, and any other consultants and/or advisors and/or qualified auditors/Statutory Auditor and/or technical experts and/or management consultants and/or ASM as may be appointed by or at the behest of the Credit Facility Providers, during normal business hours, to visit and inspect its offices, premises, factories, infrastructure/manufacturing facilities, properties, to carry out technical, financial and legal inspections; to examine the Borrower's books of records, account and documents; to make copies there from; and to discuss the Borrower's affairs, finances and accounts with the Borrower's principal officers, employees, engineers and auditors, without adversely affecting the plant operations at all times upto the Final Settlement Date as the Credit Facility Providers may require.

Stock and receivable audits shall be carried out at the prescribed periodicity as per the guidelines of the Credit Facility Providers.

Such inspections / audits shall be carried out at the cost of the Borrower.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

6.1.6 Concurrent Auditor

To strengthen the monitoring mechanism and governance in the Borrower, the Credit Facility Providers shall appoint a reputed accounting firm to be the concurrent auditor (“**Concurrent Auditor**” or “**ASM**”), to undertake such scope of work as may be decided by the Credit Facility Providers including but not limited to (a) daily cash monitoring, (b) oversee and monitor the implementation of the Resolution Plan; (c) reviewing operations of the Borrower on a periodic basis; and (d) conduct a concurrent audit of books of account of the Borrower and all deposits and withdrawals from the Trust and Retention Account. The Concurrent Auditor shall be appointed at all times till the Final Settlement Date, and the Concurrent Auditor shall submit its report on a monthly basis to the Credit Facility Providers in a format specified by the Credit Facility Providers.

The Borrower hereby agrees to provide all assistance required by the Concurrent Auditor so that it may discharge its roles, duties and responsibilities, including promptly furnishing information as requested by the Concurrent Auditor, from time to time, and access to its premises and books and records. The Borrower shall forthwith, upon written demand, reimburse the Credit Facility Providers, the Concurrent Auditor for costs and expenses (including legal fees and out-of-pocket expenses) incurred by in connection with the roles, duties and responsibilities of the Concurrent Auditor.

6.1.7 Trust and Retention Account

The Borrower shall maintain/ continue to maintain the Trust and Retention Account, with the Account Bank and all sub-accounts thereunder as required under the Trust and Retention Account Agreement, to the satisfaction of the Credit Facility Providers and close all other

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

accounts (except for other accounts opened/operated with the prior written permission of Credit Facility Providers in terms of this Agreement) of the Borrower and transfer all amounts deposited therein to the Trust and Retention Account.




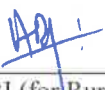





























The Borrower shall deposit all its cash inflows and receivables, including any subsidy or incentive received under the Government scheme, its receipts from sales and marketing or services rendered in the appropriate account as specified in the Trust and Retention Account Agreement and utilize such proceeds in a manner and priority as specified in the Trust and Retention Account Agreement. The Borrower shall comply with all provisions of the Trust and Retention Account Agreement, including maintenance of all reserves required to be maintained thereunder in terms of this Agreement.

For the purpose of monitoring the implementation of the trust and retention arrangements, the Credit Facility Providers shall appoint the Concurrent Auditor as also the TRA Agent.

All decisions under the Trust and Retention Account Agreement shall be made by the TRA Agent in consultation with the Concurrent Auditor and Credit Facility Providers. Any request for withdrawal from the Trust and Retention Account shall be approved by the Concurrent Auditor, and then forwarded to the TRA Agent.

The Borrower shall furnish to the Credit Facility Providers a report from the Concurrent Auditor appointed by the Credit Facility Providers auditing all deposits and withdrawals from the Trust and Retention Account on a monthly basis. The Borrower shall provide information, on a monthly basis, and in such detail as may be required by the Credit Facility Providers in respect of all its other bank accounts (opened/operated with the prior written permission of Credit Facility Providers in terms of this Agreement) and shall comply with all directions of

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

the Credit Facility Providers in this regard.

The Trust and Retention Account Agreement shall expressly reflect the cash sweep mechanism and details of the fund inflow/outflow to and from the Trust and Retention Account including the DSRA (depending on deficit/ surplus funds in DSRA).

6.1.8 Debt Service Reserve




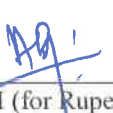





























The Borrower shall establish the Debt Service Reserve Sub-Account for an amount equivalent to ensuing 2 (two) quarter principal and interest pertaining to the Sustainable Debt (Part A), in the following manner (which shall thereafter be maintained at all times until the Final Settlement Date):

- 1 (one) quarter principal and interest pertaining to the Sustainable Debt (Part A) shall be created upfront; and
- balance 1 (one) quarter principal and interest pertaining to the Sustainable Debt (Part A) shall be created subsequently from the Project cashflows;

Provided that notwithstanding the foregoing, a debt service reserve of INR 160 Crores in connection with the Sustainable Debt (Part A) shall be maintained Fiscal Year 2029 onwards until the tenor of the Sustainable Debt (Part A).

(the debt service reserve as aforementioned shall be referred to as "Debt Service Reserve" or "DSR").

The amounts accumulated in the DSRA shall not be used for any purpose other than for Debt

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Service Payments. The amount in the DSRA shall be utilized only in case of a shortfall in cash flows for meeting Debt Service Payments obligations of the Borrower, from time to time. If at any time any amount in the DSRA is utilized to make payments towards making the Debt Service Payments as a result of shortfall in the cash flows of the Borrower, the Borrower shall immediately replenish the DSRA such that the DSRA shall always stand credited with the amount equivalent to DSR to the satisfaction of the Credit Facility Providers.

The Borrower shall be entitled to invest the funds in DSRA only in instruments forming part of the Permitted Investments as stipulated in the Trust and Retention Account Agreement.

6.1.9 Debenture Redemption Reserve and Debenture Redemption Fund

The Borrower shall maintain the debenture redemption fund in connection with the Series A NCD Facility, Series B NCD Facility and OCD Facility as per and in terms of Applicable Law.

The Borrower shall maintain the debenture redemption reserve in connection with the Series A NCD Facility, Series B NCD Facility and OCD Facility as per and in terms of Applicable Law (of which 15% of amounts due in current year for debenture redemption reserve in relation to Series A NCD Facility will be allocated from the DSRA).

6.1.10 Cash Sweep

The Borrower hereby agrees that post upgradation of the account, the Credit Facility Providers shall have a right to utilize 100% of the surplus cash above DSCR level of 1.10 (subject to minimum cash balance of INR 100 Crores) towards repayment of the outstanding loans in the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

following order of priority:

































- (i) Redemption of Series B NCD Facility;
- (ii) Redemption of OCD Facility;
- (iii) Repayment of Sustainable Debt (Part A) including Series A NCDs;
- (iv) Right of recompense, as mentioned in this Agreement.

6.1.11 Sinking Fund

The Borrower shall create sinking fund for redemption of Series B NCD Facility and the OCD Facility and shall keep the funds invested in liquid investments/ securities (Government bonds) as required under RBI Master Circular – Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by Banks dated July 1, 2015, read with Regulatory Framework.

6.1.12 In case of stressed situation or restructuring of debt, the Regulatory Framework provide for conversion of debt to equity. The Credit Facility Providers shall have the right to convert loan to equity or other capital in accordance with the Regulatory Framework/ Applicable Law. Further, in such a scenario, the Borrower agrees to facilitate the process of conversion of loan to equity or other capital. In case of listed company approval of shareholders to be obtained.

6.1.13 After provision for tax and other statutory liabilities, the Credit Facility Providers shall have first right along with other secured lenders as per arrangement of security sharing on the profits of the Borrower in terms of the Resolution Plan for repayment of amounts due to the secured lenders (unless expressly permitted otherwise by any law for the time being in force).

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































6.1.14 Additional Interest

Each of the following events shall attract penal interest/ charges as applicable, at rates circulated from time to time, by the Credit Facility Providers over and above the normal interest / coupon applicable in the account:

- For the period of overdue interest/instalment in respect of Credit Facilities and overdrawings above the drawing power/limit in Fund Based Working Capital Facility accounts on account of interest/devolvement of letters of credit/bank guarantee, insufficient stocks and receivables etc;
- Non-submission of audited balance sheet within 6 (six) months of closure of Fiscal Year;
- Non-submission of review/renewal data at least 1 (one) month prior to Due Date;
- Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover;
- Non submission of stock statements within 14 days of the succeeding month, in relation to Working Capital Facilities;
- Non submission/delayed submission of FFR/review data such as QRS/QMS information, Project progress report etc., wherever stipulated, within Due Date;
- Non-creation of DSRA at the time stipulated under this Agreement.
- Non-obtention of external credit risk rating from agency approved by the RBI.

6.1.15 Where signs of inherent weakness are apparent, the Credit Facility Providers shall have the right of securitise the assets charged and in the event of such securitisation, the Credit Facility Providers will suitably inform the Borrower and Guarantor(s). In addition, the Credit Facility Providers shall have the right to novate/assign the assets charged.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

6.1.16 Memorandum and Articles of Association

The Borrower shall carry out such alterations to its memorandum and articles as may be deemed necessary in the opinion of the Credit Facility Providers to safeguard the interests of the Credit Facility Providers arising out of this Agreement.

6.1.17 Future Arrangement

The Borrower shall take adequate steps for improving its internal management and keep the Credit Facility Providers informed about such improvement. The Borrower shall, as and when required by the Credit Facility Providers appoint and change to the satisfaction of the Credit Facility Providers, suitable technical, financial and executive staff of proper qualifications and experience for the key posts for smooth operations of the Borrower. The terms of such appointments, including any changes therein, shall be subject to prior approval of the Credit Facility Providers.



























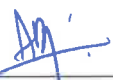



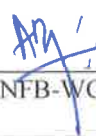


6.1.18 Committees of Board

The Borrower shall constitute such committees of the Board with such composition and functions as may be required by the Credit Facility Providers for close monitoring of different aspects of its working.

6.1.19 Imposts, Costs and Charges

- a) During the currency of the Credit Facilities, the Borrower shall bear all such impost, duties and taxes (including interest and other taxes, if any) as may be levied from time

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

to time by the Governmental Authorities pertaining to or in respect of the Credit Facilities;

- b) Pay all other costs, charges and expenses in any way incurred by the Credit Facility Providers (including costs of investigation of title and protection of Credit Facility Providers' interest) and such additional stamp duty, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise;
- c) In the event of the Borrower failing to pay the monies referred to in sub-article (a) and (b), the Credit Facility Providers will be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Credit Facility Providers in accordance with the provisions contained in this Agreement / Restructuring Documents.































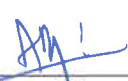


6.1.20 Registration of Charges

The Borrower shall take necessary steps for registering the modification of charge with ROC and search report on the records of the ROC shall be obtained and submitted to the Security Trustee/Credit Facility Provider.

6.1.21 Insurance

- A The Borrower shall keep fully insured the properties secured for the benefit of the Credit Facility Providers and such of its other properties as are of an insurable nature against fire, theft, lightning, explosion, earthquake, riot, strike, civil commotion,

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

storm, tempest, flood, marine risks, erection risks, war risks, and such other risks as may be specified by the Credit Facility Providers and shall duly pay all premia and other sums payable for that purpose. The Borrower shall name the Security Trustee as loss payee in all the Insurance Contracts other than those relating to life and personal injury.

- B In the event of failure on the part of the Borrower to insure the properties or to pay the insurance premia or other sums referred to above, the Credit Facility Providers may get the properties insured or pay the insurance premia and other sums referred to above, as the case may be. Any loss due to the failure of obtaining insurance against fire, theft /burglary, earthquake etc. shall be indemnified by the Borrower.

6.1.22 Cancellation

The Credit Facility Providers reserve the absolute right to cancel the limits of the Credit Facilities as applicable (either fully or partly) unconditionally without prior notice to the Borrower, in case of:

- deterioration in the loan accounts in any manner whatsoever post implementation of the Resolution Plan, and/or
- non-compliance of the terms and conditions of the Restructuring Documents.
- Limits of Credit Facilities is not utilized by the Borrower.

Any notice of cancellation under this Agreement is irrevocable, and the loans, all interest and other charges, liabilities and obligations of the Borrower and other amounts accrued under the Restructuring Documents in relation to such cancelled amounts shall become immediately due and payable and the Borrower shall duly and punctually repay all such Secured Obligations on

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

such date as the Credit Facility Providers shall specify.

6.1.23 Transfer of Rupee Loan Facility Account


































It is agreed amongst Credit Facility Providers that Union Bank of India as a lender of Credit Facility, is permitted to transfer the Rupee Loan Facility account of the Borrower from IFB, Mumbai branch to IFB Bangalore branch for operational convenience and better monitoring purposes.

6.1.24 Unhedged Foreign Currency Exposure

The Borrower hereby agrees that in terms of RBI Circular Nos. RBI/2013-14/448 DBOD No.BP.BC.85 /21 .06.200/ 2013-14 dated 15.01.2014 and RBI/2013-14/620 DBOD. No.BP.BC.1 16/21.06.200/2013-14 dated June 03, 2014 on capital and provisioning requirements for exposures to entities with Unhedged Foreign Currency Exposure (UFCE), the Credit Facility Providers are entitled to make incremental provisions and provide capital in respect in the accounts, and cost of the same shall be recovered on quarter end fund based outstanding and incremental risk weighted assets, wherever applicable.

6.1.25 The Borrower shall indemnify the Credit Facility Providers against all losses, costs, damages expenses whatsoever that the Credit Facility Providers may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, group company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

which the Borrower is having control, influence or substantial interest.

6.1.26 The limits would be made available to the Borrower after execution of the Restructuring Security Documents and completion of formalities as stated in this Agreement. The Borrower shall arrange to complete all formalities for creation / modification of security/ charges within stipulated time as stated in this Agreement. The Borrower shall also file a charge with the Registrar of companies within 30 days from the date of execution of such Restructuring Security Documents.


































6.1.27 The Borrower shall display the names of all the Credit Facility on a nameplate evidencing hypothecation/mortgage of the security/assets, to be affixed prominently or painted at the Project site where the Project is being developed and that the Project being funded by the Credit Facility Providers should also be displayed in the Project site.

6.1.28 The Borrower shall pay on demand to the Credit Facility Providers, the cost of engaging solicitors/ advocates/ company secretaries, incurred by them or any of them in connection with the creation / registration of the security and certification charge thereof with the Registrar of Companies, compilation of search/ status reports and/or any other matter incidentally arising out of or in connection with this Agreement and the Restructuring Documents.

6.1.29 Other terms and Conditions:



























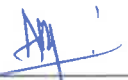






- (i) The Borrower shall ensure that the search report shall be obtained every year and /or on each registration / modification of charge and cost in this respect to be borne by the Borrower.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (ii) Borrower agrees to pay processing fee, upfront fee, lead bank charges (if applicable) documentation charges, inspection charges, NESL charges, CERSAI charges, commitment charges and other charges as per respective Credit Facility Providers' scheduled charges.
- (iii) Credit Facility Providers shall have the right to withdraw or modify all / any of the sanctioned conditions or stipulate fresh conditions, under intimation to the Borrower. The Borrower undertake to give their acceptance to these stipulations.
- (iv) The disbursal of Credit Facilities is solely at the discretion of the Credit Facility Providers.
- (v) Credit Facility Providers do not have an obligation to meet further requirements of the Borrowers on account of growth in business, etc. without proper review of credit limits.
- (vi) In case the Borrower commits default in the repayment of loan /advance or in the payment of interest thereon or any of the agreed instalments of the Credit Facilities on due date, the Credit Facility Providers, CICs and / or RBI will have an unqualified right to disclose or publish the names of the company and its directors as defaulters in such manner and through such medium as the bank/RBI in their absolute discretion may think fit. Relevant documents shall be obtained from the Borrower / directors to this effect and kept on record in terms of guidelines issued by SASTRA Division on wilful defaulters.
- (vii) The Credit Facility Providers shall:
- disallow Credit Facilities, keeping in view Credit Facility Providers exigencies;
 - disallow drawing beyond the sanctioned limits.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (iii) dishonour/ return cheques issued for the purpose other than specifically stated in the credit sanction or in this Agreement.
- (iv) disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this Agreement.
- (viii) The Borrower shall not:
 - (v) divert / utilize Credit Facilities to other sister / associate / group concerns or for purposes other than those for which the Credit Facilities have been sanctioned.
 - (vi) issue bonus shares and dispose of shareholding of Promoters wherever specifically stipulated.
- (ix) Borrower's entire business relating to their activity including deposit, remittance, bills/cheque purchase, non-fund based transactions including letter of credits and bank guarantees, forex transactions, merchant banking, any interest rate or currency hedging business etc., should be restricted only to the financing banks under consortium (except for the accounts allowed by RBI vide its circulars dated 06-08-2020 and 14-12-2020 and subsequent circulars issued in this regard.)

6.2 NEGATIVE COVENANTS

- (A) Until Final Settlement Date, the Borrower shall, unless otherwise expressly provided under the Restructuring Documents or unless prior written approval of the Credit Facility Providers is obtained, comply with the following:

- a) the Borrower shall not without the prior written permission of the Credit Facility

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Providers, effect any change in its capital structure: (i) where the shareholding of the existing Promoter gets diluted below current level; or (ii) which leads to dilution in Controlling stake of the Promoter for any reason, whichever is lower. For this purpose, 60 (sixty) days' prior notice shall be required to be given by the Borrower to the Credit Facility Providers;

- b) the Borrower shall ensure that the shares held by the Promoter in the Borrower are not pledged or encumbered in favour of / for the benefit of any bank / non- banking financial company / institution without the prior written approval of the Credit Facility Providers.

At the end of each Fiscal Year, if so required by the Credit Facility Providers, the Borrower shall submit a declaration to the effect that the shareholding of the Promoter as hereunder envisaged is maintained.

- c) the Borrower(s) shall give 60 (sixty) days prior notice to the Credit Facility Providers for undertaking any of the following activities to enable the Credit Facility Providers to take a view. If, in the opinion of the Credit Facility Providers, the move contemplated by the Borrower is not in the interest of the Credit Facility Providers, the Credit Facility Providers shall have the right of veto for the activity. Should the Borrower still go ahead, despite the veto, the Credit Facility Providers shall have the right to treat the same as an Event of Default hereunder:


































- (i) take and shall not agree to take any action or formulate any scheme of merger, de-merger, consolidation, amalgamation, re-organization, reconstruction, restructuring, re-constitution;

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (ii) subject to sub-clause (d) and (f) below, undertake any new project or scheme of expansion or acquire fixed assets if such investment results in a breach of the financial covenant(s) stipulated hereunder in Clause 6.3 hereof or diversion of working capital funds for financing long-term assets;
- (iii) issue any guarantee or letter of comfort in the nature of guarantee on behalf of any other company (including group companies);
- (iv) directly or indirectly contract, create, incur, assume or suffer or otherwise become or be liable for any debt and/or enter into borrowing arrangement (fund based or non fund based), whether secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits save and except Permitted Indebtedness;
- (v) subject to sub-clause (e) below, create any Security Interest on or in any of the Project assets / Security Interest, including its undertaking or any part thereof and including escrowing or charging the receivables, in favour of any financial institution, bank, company, firm or persons other than the Permitted Security Interest;
- (vi) sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to / for the benefit of the Credit Facility Providers. *Provided* that fixed assets to the extent of 5% (five percent) of the Gross Block may be sold in any Fiscal Year *provided* such sale does not dilute FACR below minimum level stipulated under the Base Case Financial Model. For the purpose hereof, "**Gross Block**" shall mean the book value (gross of depreciation) of the total fixed assets of the


































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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Borrower,

- (vii) invest by way of share capital or extend any loan or advance funds to or place deposits or make (subject to sub-clause (d) and (f) below) any investment (other than the Permitted Investments) with any other concern (including group companies). Further, such investment shall not result in breach of financial covenants (relating to TOL/Adj. TNW and Current Ratio), agreed upon at the time of sanction;
- (viii) enter into any contractual obligation of a long term nature (i.e. 2 years or more) or which, in the reasonable assessment of the Credit Facility Providers, is an unrelated activity and is detrimental to the interest of the Credit Facility Providers;
- (ix) change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions;
- (x) enter into any trading activity other than the sale of products arising out of its own manufacturing operations;
- (xi) subject to sub-clause (k) below, open any current account (save and except with the Credit Facility Providers and save and except the Trust and Retention Account, the retention accounts and the sub-accounts thereunder);
- (xii) pay any commission, fees or other form of consideration to the Guarantors /

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			































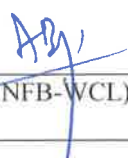


Promoter for guaranteeing / undertaking any liabilities in connection with the Credit Facilities sanctioned by the Credit Facility Providers;

- (xiii) subject to sub-clause (g) below, permit transfer of controlling interest or make any drastic change in the management set-up, including resignation of promoter directors (includes key managerial personnel);
- (xiv) change any machinery/manufacture/cost of machinery; (b) make any modification in repayment period of term loans whose weighted average maturity is not extended; (c) disbursement of Rupee Term Loan by way of reimbursement of expenditure incurred within 1 (one) year of date of sanction of Credit Facilities.
- (xv) issue any bank guarantee with auto renewal clause (save and except in case favour of Governmental Authorities for business purposes);
- (xvi) approach capital market for mobilizing additional resources either in form of debt or equity.

Provided that in case of default to the Credit Facility Providers or restructuring of the Credit Facilities, all negative covenants mentioned in Clause 6.2(A)(c) above shall become mandatory covenants.

- d) the Borrower shall not incur any capital expenditure /investment above INR 10,00,00,000 (Rupees Ten Crores Only) in a particular Fiscal Year. It may be clarified that FGD capex or any maintenance capex requirement as per Base Case Financial


































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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Model shall be excluded from the said stipulation subject to approval of FGD financing / security stipulations by the Credit Facility Providers.

- e) the Borrower shall not escrow its future cash flows (except discounting of bills in the normal course of business) or create any charge or lien or Security Interest thereon of whatsoever nature save and except as provided in the Resolution Plan.
- f) the Borrower shall not make any investments (except in ordinary course of business) in other companies or elsewhere.
- g) the Borrower shall not effect any change in its Management Control.
- h) the Borrower shall not declare any dividends on its share capital.
- i) the Borrower shall not open/ maintain any account or avail any type of banking services/ facilities from any bank(s) other than the Credit Facility Providers save and except if required by Applicable Law.
- j) the Borrower shall not create any subsidiary or permit any company to become its subsidiary.
- k) the Borrower shall not revalue its assets.
- l) the Borrower shall not (without prior written approval of the Credit Facility Providers) enter into any one-time settlement or any other settlement with any Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			



















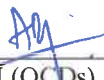














- m) the Borrower shall not make repayment of loans and deposits and discharge other liabilities except as permitted under this Agreement. Without prejudice to the foregoing, the Borrower shall not, during the currency of the Credit Facility, repay any monies brought in by the Promoter/ directors/ principal shareholders and their friends and relatives by way of deposits/ loans / advances or otherwise in any other form.

Further, the rate of interest/ coupon, if any, payable on such deposits/ loans/ advances/ CCPS/ OCD/ ICD etc. shall be lower than the rate of interest charged by the Credit Facility Providers under this Agreement including the coupon of 0.01% applicable on Unsustainable Debt (Part B). Furthermore, coupon/ interest shall be cumulative in nature.

Notwithstanding anything to the contrary, no principal/interest/coupon payment shall be allowed to be made to the Promoter/directors/principal shareholders and their friends and relatives until the entire dues of the Credit Facility Providers including right of recompense has been settled to the satisfaction of the Credit Facility Providers.

- n) The Borrower agrees that it shall not be dissolved/ reconstituted without obtaining Credit Facility Providers' prior approval in writing. Post-facto approval of reconstitution/ dissolution shall not be accorded, nor shall the existing guarantors be released if the dissolution/ reconstitution is effected without prior approval in writing from Credit Facility Providers.
- o) All moneys raised by way of deposits from friends, relatives and/ or from any other source for the Project should not be withdrawn/ repaid during the currency of the Credit

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Facility Providers' advance.

p) Voluntary Bankruptcy proceedings

The Borrower shall not initiate any voluntary bankruptcy proceeding of any nature whatsoever, until the Final Settlement Date. The Borrower shall not, until the Final Settlement Date, propose any resolution seeking approval of the Board for filing application under IBC, either directly or indirectly. *Provided* that in case of any default to the Credit Facility Providers or upon restructuring of the loan, all negative covenants hereinbefore provided shall become mandatory covenants to be complied with by the Borrower.

- q)** The borrower shall not create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, firm or persons.




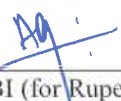





























6.3 FINANCIAL COVENANTS

The Borrower shall establish to the Credit Facility Providers that the following financial ratios have been maintained during the tenor of the respective Credit Facilities. Provided that the financial covenants shall not be tested until (i) account upgradation or (ii) 2 (two) years from implementation of the Resolution Plan, whichever is later.

Financial covenants stipulated post implementation of Resolution Plan:

Parameters	Benchmark
Year to Year DSCR	≥ 1.10

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Parameters	Benchmark
Current Ratio	≥ 1.10

Post commencement of financial covenant testing cycle, the same shall be tested on annual basis based on audited annual financial statements of the Borrower. Furthermore, debt under the Series B NCD Facility and OCD Facility shall not be considered for testing of financial covenants.

The Borrower shall, based on its audited annual financial statements, provide a compliance certificate to the Credit Facility Providers certifying compliance with the above financial covenants.

In case of breach of financial covenants stipulated herein after the upgradation of the accounts, the Borrower shall pay additional interest at the rate of 1% p.a. Such additional interest shall apply from the day after the date of audited balance sheet, and for the period of default.

Furthermore, the Credit Facility Providers shall provide for waiver of testing of all financial covenants (stipulated under Existing Financing Agreements) and wavier of any associated penalty and charge still account upgradation or two years, whichever is later.

6.4 RIGHT TO RECOMPENSE

The Credit Facility Providers, shall have the right to recompense and recover the sacrifices on account of reduction in rate of interest and conversion of outstanding debt into Unsustainable Debt (Part B and Part B1) under the Resolution Plan and any other sacrifice as is appearing under the indicative sacrifice schedule under **Schedule IX** hereof.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

6.5 CRITICAL CONDITIONS

- a) The Promoter Group shall infuse funds amounting to INR 160 Crores (inclusive of INR 40 Crore towards equity contribution of flue-gas desulfurization capex) over the next 4 years in the following manner:
- (i) INR 60 Crores at the time of implementation of Resolution Plan (upfront contribution);
 - (ii) INR 46 Crores in Fiscal Year 2023;
 - (iii) INR 34 Crore in Fiscal Year 2024 (including INR 20 Crore towards equity for flue-gas desulfurization capex);
 - (iv) INR 20 Crore in Fiscal Year 2025 (towards equity for flue-gas desulfurization capex);
- (“Promoter Contribution”).
- b) The Promoter Contribution to be bought in as part of the Resolution Plan may be in the form of inter-corporate deposit/optionally convertible debenture/non-convertible debentures (provided that the terms of NCDs shall not be more favorable than the terms at which NCDs have been issued to Credit Facility Providers)/ compulsorily convertible preference shares. The following conditions shall be applicable to the funds towards the Promoter Contribution:
- (i) the Credit Facility Providers’ control over 76.06% shareholding of the Borrower (68.13% pledge and 7.93% ownership) shall not be diluted in any manner on conversion of optionally convertible debenture/ compulsorily

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

convertible preference share to common equity (equity shares to be issued on conversion to be pledged to/ for the benefit of the Credit Facility Providers to maintain the Credit Facility Providers' control over 76.06% shareholding).

- (ii) coupon/ interest/ dividend on inter-corporate deposit/ optionally convertible debenture/ compulsorily convertible preference share shall be lower than the interest/coupon rate for the Credit Facility Providers including coupon of 0.01% applicable on Unsustainable Debt (Part B and Part B1). Furthermore, coupon / interest / dividend shall be cumulative in nature.
- (iii) inter-corporate deposit/optionally convertible debenture shall be subordinated to the Credit Facility Providers' Credit Facilities including Unsustainable Debt (Part B and Part B1). No principal/ coupon/interest/ dividend payment shall be allowed until entire dues of the Credit Facility Providers including right of recompense has been settled to the satisfaction of the Credit Facility Providers.
- (iv) the Borrower /Promoter shall not alter the equity share capital structure without prior permission of Credit Facility Providers till the entire debts owed to the Credit Facility Providers are paid off to the satisfaction of the Credit Facility Providers.
- (v) the Borrower shall ensure that the Promoter shall not dispose/dilute its holdings in the Borrower without the prior written consent of the Credit Facility Providers and Credit Facility Providers shall have 'tag along' rights in case the Promoter intends to dispose of its holdings in the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

- (vi) Borrower. the Borrower shall procure and furnish Promoter Contribution in terms of Amended and Restated Promoter Support Agreement (the terms and the conditions of which shall be in a form and manner acceptable to Credit Facility Providers).

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

For the purpose of this Agreement, the following shall individually and severally constitute events of default (unless occurring consequent to and during the currency of Force Majeure conditions only), which along with other defaults defined in Existing Financing Agreements shall be subject to any action as Credit Facility Providers may subject to approval of the Credit Facility Providers deem fit ("Event of Default"):


































a. Non-creation and perfection of security

Non-creation and non-perfection of security within the timelines prescribed under the Regulatory Framework from the date of this Agreement, in any case, no later than implementation of Resolution Plan.

b. Default in Payment of Principal Sums

Default has occurred in the payment of principal sums of the Credit Facilities on the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Due Dates.

c. Default in payment of Interest etc.

Default has been committed by the Borrower in payment of any installment of interest or any other monies on the Credit Facilities except for the moratorium period in accordance with this Agreement.

d. Default in Performance of Covenants and Conditions

Default has occurred in the performance of any other covenant condition or agreement on the part of the Borrower under this Agreement or any other Restructuring Document.


































e. Supply of Misleading Information

Any information given by the Borrower in its application for Resolution Plan or in relation to the Credit Facilities in the reports and other information furnished by the Borrower in accordance with the reporting system and the warranties given/deemed to have been given by the Borrower to the Credit Facility Providers is misleading or incorrect.

f. Inability to Pay Debts

If there is reasonable apprehension that the Borrower is unable to pay its debts or proceedings for taking it into liquidation, either voluntarily or compulsorily, may be or have been commenced. The Borrower is unable or has admitted in writing its

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

inability to pay its debts as they mature.

g. Inadequate Insurance

If the properties and assets offered to the Credit Facility Providers as security for the Credit Facilities have not been kept insured by the Borrower or depreciate in value to such an extent that, in the opinion of the Credit Facility Providers, further security to the satisfaction of the Credit Facility Providers should be given and on advising the Borrower to that effect such security has not been given to the Credit Facility Providers.

h. Proceedings against Borrower

The Borrower or any other Obligor has voluntarily or involuntarily become the subject of proceedings when duly admitted under any bankruptcy or insolvency law or the Borrower or any other Obligor is voluntarily or involuntarily dissolved.































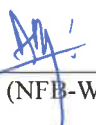


i. Sale, Disposal and Removal of Assets

If, any land, building, structures, plant and machinery or other equipment(s) of the Borrower are sold, disposed off, charged or encumbered or alienated or the said building, structures, plant and or other equipment(s) are removed, pulled down or demolished in violation of the provisions of this Agreement.

j. Cross Default

On and upon occurrence of the Cross Default. For the purpose hereof, Cross Default

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

shall mean:

- a default by the Borrower to any other bank under the present consortium arrangement; or
- a default by the Borrower's associate/sister concern/ subsidiary with any of the Credit Facility Providers; or
- a default by the Borrower's associate/sister concern with any other bank and financial institutions.

Provided that Cross Default would be deemed to have occurred only in case the default to particular lender(s) is not cured within 30 (thirty) days from the date of such default.






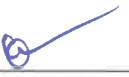




















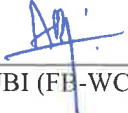



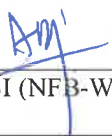


7.2 POTENTIAL EVENT OF DEFAULT

Any event or circumstance which with the giving of notice, the passage of time, any determination of materiality or the satisfaction of any applicable condition (or any combination of them) may become an Event of default ("**Potential Event of Default**").

7.3 REMEDIES

If one or more of the events specified in Article 7.1 and / or 7.2 happen, the Credit Facility Providers may, by a notice in writing to the Borrower, declare the principal of and all accrued interest on the Credit Facilities and all Secured Obligations to be due and payable forthwith and the Security created in terms of Article III of this Agreement shall become enforceable and in terms of the Inter-Creditor Agreement and the Credit Facility Providers shall have the following rights available under Applicable Law (anything in this Agreement to the contrary

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

notwithstanding):

- (i) to enter upon and take possession of the assets of the Borrower;
- (ii) to transfer the assets of the Borrower by way of lease or leave and license or sale;
- (iii) to utilize the amounts in the Trust and Retention Account to repay the Credit Facilities and other Secured Obligations.

7.4 OTHER CONSEQUENCES OF DEFAULT

a) Appointment of Nominee Director

On the happening of any of the Events of Default as specified in Article 7.1 hereof, the Credit Facility Providers shall be entitled to:

- i. appoint from time to time additional Nominee Director. The appointment of such additional Nominee Directors shall be governed by the provisions of Article 6.1.3 hereof.
- ii. Any expenses that may be incurred by the Credit Facility Providers or such Nominee Director in connection with the appointment or directorship shall be paid or reimbursed by the Borrower to the Credit Facility Providers or, as the case may be, to such Nominee Director.

b) Conversion Right

Credit Facility Providers shall have a right to convert entire / part of defaulted interest

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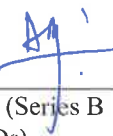






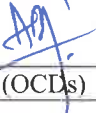














Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

and entire / part of defaulted principal into equity as per SEBI pricing formula or through IBBI registered valuer mutually or accepted valuation to Credit Facility Providers, whichever is applicable in the Event of Default. The Borrower / Promoters shall take necessary steps and obtain all requisite / necessary / statutory / other approvals for such allotment of equity shares or a part of it in terms of their Existing Financing Agreements.

- (i) On receipt of notice of conversion, the Borrower shall allot and issue the requisite number of fully paid-up equity shares at the book value to the Credit Facility Providers as from the date of conversion and the Credit Facility Providers shall accept the same in satisfaction of the part of principal amount of the Credit Facilities and/or defaulted amount in respect of the Credit Facilities to the extent so converted shall cease to carry interest as from the date of conversion and the Credit Facilities shall stand correspondingly reduced. Upon such conversion, the installments of the Credit Facilities payable after the date of conversion as per the Amortization Schedule in this Agreement shall stand reduced proportionately by the amounts of the Credit Facilities so converted. The equity shares so allotted and issued to the Credit Facility Providers shall carry, from the date of conversion, the right to receive proportionately the dividends and other distributions declared or to be declared in respect of the equity capital of the Borrower. Save as aforesaid, the said shares shall rank pari-passu with the existing equity shares of the Borrower in all respects. The Borrower shall, at all times, maintain sufficient unissued equity shares for the above purpose.

- (ii) The conversion right reserved as aforesaid may be exercised by the Credit

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































Facility Providers on one or more occasions during the currency of the Credit Facilities.

- (iii) The Borrower assures and undertakes that in the event of the Credit Facility Providers exercising the right of conversion as aforesaid, the Borrower shall get the equity shares issued to the Credit Facility Providers, as a result of the conversion.
- (iv) For the purposes of this clause, it shall not be construed as a default, if the Borrower approaches the Credit Facility Providers well in advance for postponement of principal or interest, as the case may be, and the Credit Facility Providers agree to the same.

c) Review of Management

In case of default in payment of any dues to the Credit Facility Providers or if in the opinion of the Credit Facility Providers, the business of the Borrower is conducted in a manner opposed to public policy or in a manner prejudicial to the Credit Facility Providers' interest, the Credit Facility Providers shall have the right to review the management organization of the Borrower and to require the Borrower to restructure it as may be considered necessary by the Credit Facility Providers, including the formation of management committees with such powers and functions as may be considered suitable by the Credit Facility Providers. Further any person, by whatever name called, exercising substantial powers of management shall not be paid any commission in any year unless all the dues of the Credit Facility Providers in that year have been paid to the satisfaction of the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

d) Notice to the Credit Facility Providers on the Happening of an Event of Default

If any event of default or any event which, after the notice, or lapse of time, or both, would constitute an event of default has happened, the Borrower shall forthwith give notice thereof to the Credit Facility Providers in writing specifying the nature of such event of default, or of such event.

e) Expenses of Preservation of Assets of Borrower and of Collection

All expenses incurred by the Credit Facility Providers after an event of default has occurred in connection with the preservation of the Borrower's assets (whether then or thereafter existing); and collection of amounts due under this Agreement shall be payable by the Borrower.


































ARTICLE VIII

RIGHT OF REVOCATION

8.1 Right of Revocation

Notwithstanding anything to the contrary contained in any of the Restructuring Documents, upon the occurrence of any of the following events (unless occurring consequent to and during the currency of Force Majeure conditions only), the Credit Facility Providers may, in addition to the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































right and remedies as available to it in law, revoke all or any part of the restructuring of the Existing Facilities effectuated pursuant to this Agreement and the other Restructuring Documents:

- (a) any failure by the Borrower or any other Obligor to make payment of any amount, on the Due Date thereof, to the Credit Facility Providers under this Agreement or any other Restructuring Documents;
- (b) the Security Interests required to be created / modified in favour of / for the benefit of the Credit Facility Providers pursuant to this Agreement are not created and/or modified and/or perfected within the time-frame specified in this Agreement;
- (c) non-performance by the Borrower of any of its obligations pursuant to the Restructuring Documents;
- (d) any event of default (howsoever called) under this Agreement and/or the other Restructuring Documents;
- (e) breach of any representations and warranties of the Borrower and/or any other Obligor under this Agreement and/or the other Restructuring Documents;
- (f) occurrence of any Material Adverse Effect.

8.2 Consequences of Revocation

Upon revocation of the Resolution Plan pursuant to Article 8.1 above, the waivers and concessions allowed to the Borrower under the Resolution Plan, would get withdrawn (*as per the Applicable Laws*) and the rights of the Credit Facility Providers as available under the Existing Financing Agreements would get revived as if they had not been waived, amended, amended and restated, modified, superseded or replaced by the Restructuring Documents and the Credit Facility Providers shall be entitled to enforce such rights and remedies.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Provided, however, that the obligations of the Borrower under the Restructuring Documents as are not affected by revocation of restructuring, shall continue to be binding on the Borrower and the Credit Facility Providers shall be entitled to exercise all rights and remedies conferred on them pursuant to the Restructuring Documents, including the right to any Security Interests created / modified pursuant to the Restructuring Documents.

ARTICLE IX

ACCESSION AND ASSIGNMENT

9.1 Accession to this Agreement



















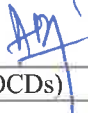














The Credit Facility Providers and the Borrower agree that after the Effective Date:

- (a) any lender providing additional facility;
- (b) any Existing Lender;
- (c) any lender refinancing an Existing Facility or a Credit Facility;

may accede and become a Party to this Agreement by:

- (i) executing and delivering to the Borrower, for the benefit of the Borrower and the Credit Facility Providers, an accession undertaking substantially in the form contained in **Schedule VII** hereto or in such other modified form as may be approved by the Credit Facility Providers from time to time (hereinafter referred to as a “**Deed of Accession**”);

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (ii) entering into appropriate agreements with the Borrower to effectuate the transactions contemplated in this Agreement; and
- (iii) acceding to the terms of the Inter-Creditor Agreement in accordance with the terms thereof.

Upon fulfillment of all of the above conditions and acceptance and confirmation of the Deed of Accession by the Credit Facility Providers, such Person acceding to this Agreement and the Parties shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had that Person been an original Party to this Agreement upon the terms contained in such Deed of Accession.

9.2 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of each Credit Facility Provider and their assigns / transferees and upon the Borrower and its successors.




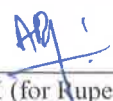





























9.3 Assignment by the Borrower

The Borrower shall not assign or transfer its rights and obligations under this Agreement and the other Restructuring Documents.

9.4 Participation and Assignment

Any Credit Facility Provider may assign, novate or transfer all or any of its rights and/or benefits under this Agreement in the same manner and to the same extent as any assignment, novation or transfer of the relevant Existing Financing Agreements. Accordingly, any Credit

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			



















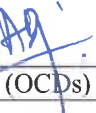














Facility Provider, which assigns, novates or transfers all or any of its rights and/or benefits under any of the Existing Financing Agreements read with the Restructuring Documents, as the case may be, in accordance with the provisions hereof and thereof shall be deemed to have assigned, novated or transferred its rights and/or benefits under this Agreement to the same extent, and the assignee, new lender (including asset reconstruction companies) or transferee shall become a Party hereto and be bound by the provisions hereof and have the same rights as the assigning, novating or transferring Credit Facility Provider to the extent of the interests assigned, novated or transferred.

- 9.5 If any Credit Facility Provider assigns, novates or transfers all or any of its rights, benefits and obligations hereunder in accordance with this Article, then such Credit Facility Provider shall cause the assignee, new lender (including asset reconstruction companies) or transferee to execute and deliver, a deed of assignment and on such execution and delivery, such assignee shall be deemed to be a Credit Facility Provider with all rights power benefits and privileges and all duties and obligations of the assigning Credit Facility Provider as if it had originally been a party hereto. Unless and until the assignee, new lender (including asset reconstruction companies) or transferee has executed a deed of accession agreeing that it shall be under the same obligation as if it has been an original Party hereto as a Credit Facility Provider, the other Credit Facility Providers and the Facility Agent shall not be obliged to recognize such assignee, new lender (including asset reconstruction companies) or transferee as having the rights against each of them which it would have had it been such a party hereto.

ARTICLE X

MISCELLANEOUS












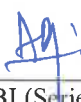





















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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

10.1 Notices and Addresses


































- (i) Any notice or other communication required to be given to the Borrower, any Credit Facility Provider and the Facility Agent, shall be sent to it at the address or email address as set forth in **Schedule VIII** hereto marked for the attention of the person(s) or department specified therein, or such other address as may be notified to the other Parties in accordance with this Article.
- (ii) **E-Mail Indemnity**
- (a) The Borrower hereby requests and authorizes the Secured Parties to, from time to time (at such Secured Party's discretion), rely upon and act or omit to act in accordance with any directions, instructions and/or other communication which may from time to time be or purport to be given in connection with or in relation to this Agreement and the other Restructuring Documents by e-mail by the Borrower or its authorized officer.
- (b) The Borrower acknowledges that:
- (i) sending information by e-mail is not a secure means of sending information;
- (ii) the Borrower is aware of the risks involved in sending e-mail instructions, including the risk that e-mail instructions may:
- (aa) be fraudulently or mistakenly written, altered or sent; and

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- (bb) not be received in whole or in part by the intended recipient;
- (iii) the request to the Secured Parties to accept and act on e-mail instructions is for the Borrower's convenience and benefit only.
- (c) The Borrower declares and confirms that the Borrower has for the Borrower's convenience and after being fully aware of, and having duly considered, the risks involved, (which risks shall be borne fully by the Borrower) requested and authorized the Secured Parties to rely upon and act on instructions which may from time to time be given by e-mail as mentioned above. The Borrower further declares and confirms that the Borrower is aware that the Secured Parties are agreeing to act on the basis of instructions given by e-mail only by reason of, and relying upon, the Borrower executing this Clause and agreeing, confirming, declaring and indemnifying the Secured Parties as done by this Clause and such Secured Party would not have done so in the absence thereof. The provisions of this Clause shall apply to any and all matters, communications, directions and instructions whatsoever in connection with the Agreement and the other Restructuring Documents.
- (d) The Secured Parties may (but shall not be obliged to) require that any instruction should contain or be accompanied by such identifying code or test as the Secured Parties may from time to time specify and the Borrower shall be responsible for any improper use of such code or test.
- (e) Notwithstanding anything contained herein or elsewhere, the Secured Parties




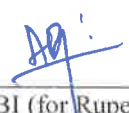





























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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any e-mail and may in its sole discretion and exclusive determination, decline or omit to act pursuant to any instruction, or defer acting in accordance with any instruction, and the same shall be at the Borrower's risk and the Secured Parties shall not be liable for the consequences of any such refusal or omission to act or deferment of action.

- (f) In consideration of the Secured Parties acting and/or agreeing to act pursuant to the terms of this writing and/or any instructions as provided in this writing, the Borrower hereby agrees to indemnify the Secured Parties and keep the Secured Parties at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Secured Parties having acted or omitted to act in accordance with or pursuant to any instruction received by e-mail.
- (g) Upon receipt by the Secured Parties, each instruction shall constitute and (irrespective of whether or not it is in fact initiated or transmitted by the Borrower and/or by the authorized officer), shall be deemed (if the Secured Parties chose to act upon the same) to conclusively constitute the Borrower's mandate to the Secured Parties to act or omit to act in accordance with the directions and instructions contained therein notwithstanding that such instruction may not have been authorized or may have been transmitted in error or fraudulently or may otherwise not have been authorized by or on behalf of the Borrower or the authorized officers or may have been altered, misunderstood or distorted in any manner in the course of communication.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

10.2 Communications

Any communication from one Party to another Party shall be deemed to be received by the other Party if sent by e-mail, upon receipt of a confirmed delivery report by the sender or in any other case when delivered to the address referred to in **Schedule VIII** hereto by a reputed courier service/registered post/ hand delivery duly acknowledged. Any change in the address or email address of the Borrower, any Credit Facility Provider and the Facility Agent shall be notified to each other Party hereto by not less than 7 (seven) days' prior written notice. *Provided* however that any notice or communication by the Borrower to any of the Secured Parties shall be effective only on actual receipt by the officer of such Secured Parties for whose attention the notice or communication has been expressly marked.

















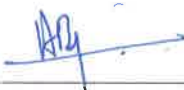














10.3 English Translation

Each communication and document made or delivered by one Party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the Person making or delivering the same) as being a true and accurate translation thereof.

10.4 Disclosure

The Borrower understands that as a pre-condition, relating to grant of the loan / advances/ other non-fund based credit facilities to the Borrower, the Credit Facility Providers require the Borrower's consent for the disclosure by the Credit Facility Providers of, information and data relating to Borrower, of the Credit Facilities availed of/ to be availed of by the Borrower,

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

obligations assumed/ to be assumed, by Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof.

Accordingly, the Borrower hereby agree and give consent for the disclosure by the Credit Facility Providers of all or any such:

- Information and data relating to the Borrower;
- Information or data relating to any credit facility availed of/ to be availed of by the Borrower, and
- default, if any, committed by the Borrower, in discharge of our such obligations,



























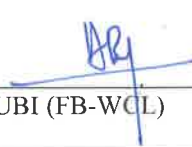
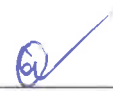


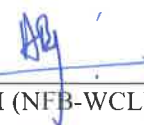


as the Credit Facility Providers may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The Borrower declare that the information and data furnished by the Borrower to Credit Facility Providers are true and correct.

The Borrower, undertakes that:

- The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Credit Facility Providers in the manner as deemed fit by them; and
- The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

prepared by them, to bank/s financial institutions and other credit grantors of registered users, as may be specified by the RBI in this behalf.


































The Borrower hereby further agree that as precondition of the loan/advances given to Borrower by the Credit Facility Providers, that in case of default in repayment of the loan/advances or interest thereon or any of the agreed installment of the loan on due date/s, the Credit Facility Providers and/or the RBI will have an unqualified right to disclose or publish our name or the name of the Borrower and its directors as defaulters in such manner and through such medium as Credit Facility Providers or RBI in their absolute discretion may think fit.

10.5 Indemnity

The Borrower hereby agrees to indemnify each of the Credit Facility Providers, the Facility Agent and their respective officers, representatives and agents against any loss or damages whether by way of costs, charges, expenses, litigation, penalty or howsoever sustained or incurred by them as a result of or in connection with, or arising out of –

- the Borrower failing to take necessary action to protect the Credit Facility Providers' interests and the whole or any part of the Security; and /or
- negligence or default or failure for any reason on the part of the Borrower in complying with the provisions of Resolution Plan or any of the Restructuring Documents; and/or
- the occurrence of any Event of Default or Potential Event of Default; and/or
- any delay in payment of any sums payable or reimbursable by the Borrower to the Credit Facility Providers under or pursuant to this Agreement or any of the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

- Restructuring Documents; and /or
- e) levy by any Governmental Authority of any charge, tax or penalty in connection with regularizing or perfecting any of the Restructuring Documents as may be required under any Applicable Law at any time during the currency of the Credit Facilities or for getting any Restructuring Documents admitted into evidence or relying on any of the Restructuring Documents for proving any claim; and /or
 - f) any exercise of any of the rights by the Credit Facility Providers under this Agreement and any of the Restructuring Documents; and/or
 - g) failure for any reason on the part of the Borrower in complying with the Applicable Law.

10.6 Severability

The illegality, invalidity or unenforceability of any provision of this Agreement under the Applicable Law shall not affect the legality, validity or enforceability under the Applicable Law nor of any other provision of this Agreement.




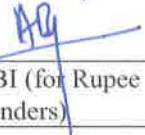






















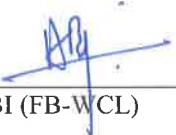



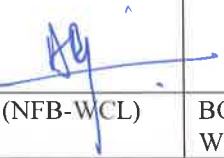


10.7 Counterparts

This Agreement may be executed in any number of counterparts, and each of the said counterparts shall be an original document and all of which taken together shall constitute one and the same agreement.

10.8 No Partnership

Nothing in this Agreement shall constitute a partnership or any similar arrangement between

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

the Borrower and any Credit Facility Provider.



























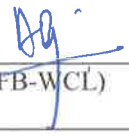



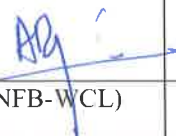


10.9 Governing Law and Jurisdiction

This Agreement shall be governed, construed and interpreted in accordance with the laws of India.

The Borrower agrees that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and /or Restructuring Documents and accordingly any legal proceedings arising out of or in connection with the Restructuring Documents may be brought in such courts or the tribunals situated at Delhi and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts or tribunals.

Nothing contained in this Clause 10.9, shall limit the right of any Credit Facility Provider / Facility Agent to take proceedings in any other court or tribunal of competent jurisdiction in India, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not 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.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

10.10 Relief




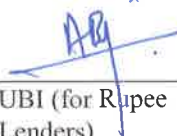






















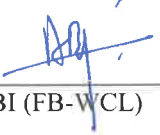






The Borrower hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such action or proceeding including, the making, enforcement or execution against any property of any order or judgment which may be made or given in such action or proceedings.

10.11 Waiver of Immunity

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 judgment 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), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the Applicable Laws of such jurisdiction.

10.12 The Parties shall do all such acts, deeds and things and execute all such other documents as may be required to implement the terms and conditions of this Agreement and the other Restructuring Documents.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

SCHEDULE I

PARTICULARS OF THE CREDIT FACILITY PROVIDERS

PART A: PARTICULARS OF THE RUPEE LENDERS

STATE BANK OF INDIA, a banking corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its Corporate Accounts Group Branch at 11 and 12th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001(referred to as the “**SBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);












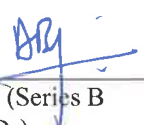





















AND

UNION BANK OF INDIA, corporate identity No. U99999MH1919PTC000615 and having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the “**UBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB NATIONAL BANK, a body corporate constituted by and under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at at Plot No. 04, Sector 10, Dwarka, New Delhi-110075 and one of its branches amongst other at Large Corporate Branch at

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

Centenary Building, 2nd Floor M G Road, Bangalore - 560001 (referred to as the “PNB”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

UCO BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at 10, B.T.M. Sarani, Kolkata - 700 001 and a branch among others in 212, PLA Ratan Towers, Anna Salai, Chennai 600006, Tamil Nadu, India (referred to as the “UCO”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);




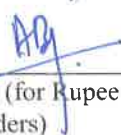







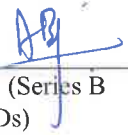






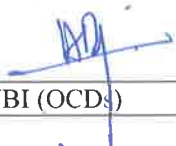

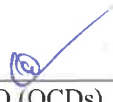





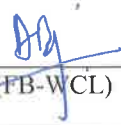






AND

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India (referred to as the “BOB”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB AND SIND BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1980 and having its head office at Bank House, 21, Rajendra, Place, New Delhi –

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

110008 (referred to as the “P&S”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(SBI, UBI, PNB, UCO, BOB, and P&S are individually referred to as the “**Rupee Lender**” and collectively referred to as the “**Rupee Lenders**”, which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).

PART B: PARTICULARS OF THE CORPORATE LOAN LENDER


































ICICI BANK LIMITED, corporate identity no. L65190GJ1994PLC021012 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (referred to as the “**ICICI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(ICICI is referred to as the “**Corporate Loan Lender**”, which expression shall include all or any one or more of them as the context may require or admit and its successors, transferees, novatees and assigns).

PART C: PARTICULARS OF THE DEBENTURE HOLDERS-SERIES A NCDs

IAMCL, corporate identity no. U65991DL2012GOI233601 and having its registered office at 5th Floor, Block 2, Plate A, NBCC Tower East Kidwai Nagar, New Delhi-110023 (referred to as the “**IAMCL**” or “**IIFCL AMC MF**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(IAMCL is referred to as the "**Debenture Holders-Series A NCDs**", which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).

PART D: PARTICULARS OF THE DEBENTURE HOLDERS-SERIES B NCDs

STATE BANK OF INDIA, a banking corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its Corporate Accounts Group Branch at 11 and 12th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001(referred to as the "**SBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);




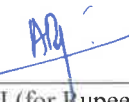







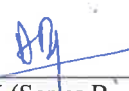


















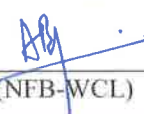


AND

UNION BANK OF INDIA, corporate identity No. U99999MH1919PTC000615 and having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the "**UBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB NATIONAL BANK, a body corporate constituted by and under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at at Plot No. 04, Sector 10, Dwarka, New Delhi-110075 and one of its branches amongst other at Large Corporate Branch at Centenary Building,2nd Floor M G Road, Bangalore - 560001(referred to as the "**PNB**", which expression

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

UCO BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at 10, B.T.M. Sarani, Kolkata - 700 001 and a branch among others in 212, PLA Ratan Towers, Anna Salai, Chennai 600006, Tamil Nadu, India (referred to as the “UCO”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

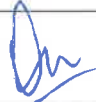

















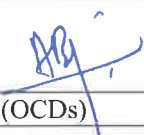











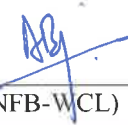


AND

ICICI BANK LIMITED, corporate identity no. L65190GJ1994PLC021012 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (referred to as the “ICICI”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India (referred to as the “BOB”, which expression shall, unless it

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB AND SIND BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1980 and having its head office at Bank House, 21, Rajendra, Place, New Delhi – 110008(referred to as the “**P&S**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(SBI, UBI, PNB, UCO, BOB, ICICI, and P&S are individually referred to as the “**Debenture Holder-Series B NCDs**” and collectively referred to as the **Debenture Holder-Series B NCDs**”, which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).































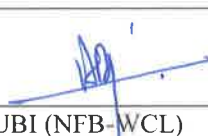


PART E: PARTICULARS OF THE DEBENTURE HOLDERS-OCDS

STATE BANK OF INDIA, a banking corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its Corporate Accounts Group Branch at 11 and 12th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001(referred to as the “**SBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

UNION BANK OF INDIA, corporate identity No. U99999MH1919PTC000615 and having its

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the “**UBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB NATIONAL BANK, a body corporate constituted by and under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at at Plot No. 04, Sector 10, Dwarka, New Delhi-110075 and one of its branches amongst other at Large Corporate Branch at Centenary Building, 2nd Floor M G Road, Bangalore - 560001 (referred to as the “**PNB**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);



















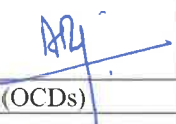







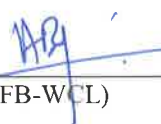



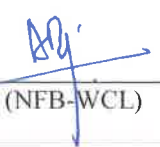


AND

UCO BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at 10, B.T.M. Sarani, Kolkata - 700 001 and a branch among others in 212, PLA Ratan Towers, Anna Salai, Chennai 600006, Tamil Nadu, India (referred to as the “**UCO**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

ICICI BANK, corporate identity no. L65190GJ1994PLC021012 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and Corporate Office at ICICI Bank Towers, Bandra

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Kurla Complex, Mumbai 400 051(referred to as the “**ICICI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India(referred to as the “**BOB**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);































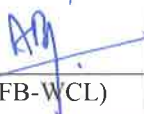


AND

PUNJAB AND SIND BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1980 and having its head office at Bank House, 21, Rajendra, Place, New Delhi – 110008 (referred to as the “**P&S**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

IAMCL, corporate identity number U65991DL2012GOI233601 and having its registered office at 5th Floor, Block 2, Plate A, NBCC Tower East Kidwai Nagar, New Delhi-110023(referred to as the “**IAMCL**” or “**IIFCL AMC MF**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(SBI, UBI, PNB, UCO, BOB, ICICI, IAMCL and P&S are individually referred to as the "**Debenture Holders-OCDs**" and collectively referred to as the **Debenture Holder-OCD**", which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).

PART F: PARTICULARS OF THE EQUITY SHARES HOLDERS

STATE BANK OF INDIA, a banking corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its Corporate Accounts Group Branch at 11 and 12th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001, (referred to as the "**SBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);


































AND

UNION BANK OF INDIA, corporate identity Nnumber U99999MH1919PTC000615 and having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the "**UBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB NATIONAL BANK, a body corporate constituted by and under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at at Plot No. 04, Sector 10, Dwarka, New Delhi-110075 and one of its branches amongst other at Large Corporate Branch at

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Centenary Building, 2nd Floor M G Road, Bangalore - 560001 (referred to as the “PNB”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

UCO BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at 10, B.T.M. Sarani, Kolkata - 700 001 and a branch among others in 212, PLA Ratan Towers, Anna Salai, Chennai 600006, Tamil Nadu, India (referred to as the “UCO”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India (referred to as the “BOB”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

PUNJAB AND SIND BANK, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1980 and having its head office at Bank House, 21, Rajendra, Place, New Delhi –

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

110008 (referred to as the “P&S”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

ICICI BANK LIMITED, corporate identity number L65190GJ1994PLC021012 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051(referred to as the “**ICICI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);




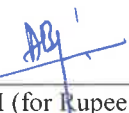






















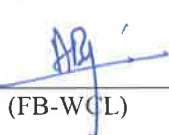






AND

IAMCL, corporate identity number U65991DL2012GOI233601 and having its registered office at 5th Floor, Block 2, Plate A, NBCC Tower East Kidwai Nagar, New Delhi-110023(referred to as the “**IAMCL**” or “**IIFCL AMC MF**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(SBI, UBI, PNB, UCO, BOB, P&S, ICICI Bank Limited and IAMCL are individually referred to as the “**Equity Holder**” and collectively referred to as the “**Equity Holders**”, which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novates and assigns).

PART G: PARTICULARS OF THE FUND BASED WORKING CAPITAL LENDERS

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Axis Bank, corporate identity no. L65110GJ1993PLC020769 and having its registered office at Trishul 3rd Floor Opp Samartheshwar Temple Law Garden Ellis bridge Ahmedabad 380006 and a branch amongst others at Ground Floor, Axis House, Wadia International Centre, PB Marg, Worli, Mumbai 400025(referred to as the “**Axis**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Union Bank of India, corporate identity number U99999MH1919PTC000615 and having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the “**UBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);


































AND

UCO Bank, a body constituted under Banking Companies (acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at 10, B.T.M. Sarani, Kolkata - 700 001 and a branch among others in 212, PLA Ratan Towers, Anna Salai, Chennai 600006, Tamil Nadu, India (referred to as the “**UCO**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition and Transfer

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India (referred to as the “**BOB**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(Aixs, UBI, UCO AND BOB are individually referred to as the “**Fund Based Working Capital Lender**” and collectively referred to as the “**Fund Based Working Capital Lenders**”, which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).



























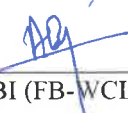



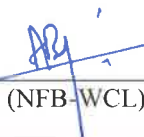


PART H: PARTICULARS OF THE NON FUND BASED WORKING CAPITAL LENDERS

Axis Bank, corporate identity no. L65110GJ1993PLC020769 and having its registered office at Trishul 3rd Floor Opp Samartheshwar Temple Law Garden Ellis bridge Ahmedabad 380006 and a branch amongs others at Ground Floor, Axis House, Wadia International Centre, PB Marg, Worli, Mumbai 400025(referred to as the “**Axis**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Union Bank of India, corporate identity number U99999MH1919PTC000615 and having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India and branch address as 10/4, Mithra Tower, 1st Floor, Kasturba Road, Bangalore-560001 (referred to as the “**UBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

AND




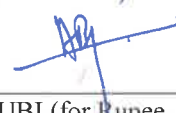
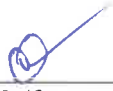
























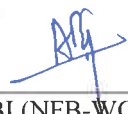


IDBI Bank, a company incorporated and registered under the Companies Act, 1956 and a banking company within the meaning of Section 5(c) of the Banking Regulation Act, 1949 (10 of 1949), and having its registered office and branch office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005, Maharashtra(referred to as the “**IDBI**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara -390007, in the state of Gujarat, India and a Branch Office among various places at, Corporate Financial Services Branch situated at 3rd Floor, 10/12 Mumbai Samachar Marg, Fort, Mumbai – 400001 in the state of Maharashtra, India (referred to as the “**BOB**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

(Axis, UBI, IDBI AND BOB are individually referred to as the “**Non-Fund Based Working Capital Lender**” and collectively referred to as the “**Non-Fund Based Working Capital Lenders**”, which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novates and assigns).

152

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

SCHEDULE II

PARTICULARS OF THE EXISTING FACILITIES

PART A: Particulars of the existing Rupee Loan Facility












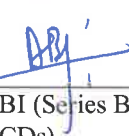






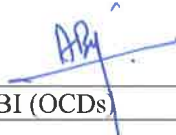







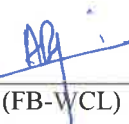






Rupee Lenders	Original Commitment (in INR)	Outstanding principal amounts as on Cut Off Date (in INR)
Existing Rupee Loan Facility		
State Bank of India	12,00,00,00,000	9,91,36,00,000.00
Union Bank of India	8,63,63,00,000	7,28,12,00,000.00
Punjab National Bank	4,31,06,00,000	3,64,11,06,440.00
Bank of Baroda	2,02,18,00,000	1,69,78,00,000.00
Punjab and Sind Bank	1,44,49,00,000	1,21,71,00,000.00
UCO Bank	2,71,44,00,000	2,28,05,00,000.00
Total	31,12,80,00,000	26,03,13,06,440.00

PART B: Particulars of the Series-A NCD Facility

Debenture Holders (Series-A NCD)	Original Commitment (in INR)	Outstanding principal amounts as on Cut Off Date (in INR)
IAMCL	75,00,00,000	75,00,00,000
Total	75,00,00,000	75,00,00,000

PART C: Particulars of the existing Corporate Loan Facility by ICICI Bank

153

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Corporate Loan Lenders	Original Commitment (in INR)	Outstanding principal amounts as on Cut Off Date (in INR)
ICICI Bank -1	1,00,00,00,000	96,21,10,730.00
ICICI Bank -2	1,05,00,00,000	16,58,40,937.00
ICICI Bank -3	95,00,00,000	84,72,00,156.00
Total	3,00,00,00,000	1,97,51,51,823.00

PART D: Particulars of the existing Corporate Loan Facility by IFCI Limited



























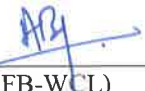






Corporate Loan Lenders	Original Commitment (in INR)	Outstanding principal amounts as on Cut Off Date (in INR)
IFCI Ltd.	1,00,00,00,000	38,03,07,458.00
Total	1,00,00,00,000	38,03,07,458.00

PART E: Particulars of the Fund Based Working Capital Facility

Fund Based Working Capital Lenders	Original Commitment (in INRCrore)	Outstanding principal amounts as on Cut Off Date (in INR Crore)
Axis Bank	115.00	108.00
Union Bank of India	121.25	121.77
UCO Bank	35.00	35.10
Bank of Baroda	53.75	55.06
Total	325.00	319.93

PART F: Particulars of the Non-Fund Based Working Capital Facility

154

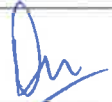































					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Non-Fund Based Working Capital Lenders	Original Commitment (in INR Crore)	Outstanding principal amounts as on Cut Off Date (in INR Crore)
Axis Bank	100.00	70.29
Union Bank of India	108.75	49.92
IDBI Bank	40.00	15.06
Bank of Baroda	6.25	0.00
Total	255.00	135.27

IDBI Bank Ltd has sanctioned an overdraft limit of Rs.1,00,00,000 (Rupees One Crore Only) as sub limit of letter of credit limit of Rs.40,00,00,000 (Rupees FortyCrore Only).

Furthermore, sub-limits and interchangeability between Fund Based Working Capital Facility and Non-Fund Based Working Capital Facility shall be at the discretion of the Working Capital Lenders, on the terms and conditions contained in their respective sanction letters, as modified from time to time.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

SCHEDULE II(A)

RESTRUCTURED DEBT

Restructured debt shall be as per the following table:

Sustainable Debt (Part A)



















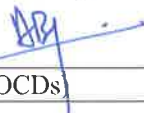







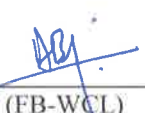



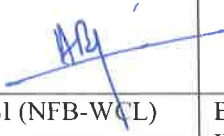


PART A: Particulars of the Rupee Loan Facility (Restructured Debt)

Rupee Lenders	Restructured principal amounts (in INR)
State Bank of India	7,95,07,00,000
Union Bank of India	5,83,95,00,000
Punjab National Bank	2,92,01,67,365
Bank of Baroda	1,36,16,00,000
Punjab and Sind Bank	97,61,00,000
UCO Bank	1,82,90,00,000
Total	20,87,70,67,365

PART B: Particulars of the Corporate Loan Facility by ICICI Bank (Restructured Debt)

Corporate Loan Lenders	Restructured principal amounts (in INR)
ICICI Bank -1	77,16,12,806

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

ICICI Bank -2	13,30,04,431
ICICI Bank -3	67,94,54,525
Total	1,58,40,71,762

PART C: Particulars of the Series-A NCD Facility

Debenture Holders (Series-A NCD)	Restructured principal amounts (in INR)
IAMCL	75,00,00,000
Total	75,00,00,000

Unsustainable Debt (Part B and Part B1) as converted into NCDs and OCDs below:

PART D: Particulars of the Series-B NCD Facility

Debenture Holder (Series-B NCD)	Amount(in INR)
State Bank of India	1,96,29,00,000
Union Bank of India	1,44,17,00,000
Punjab National Bank	72,09,39,080
Bank of Baroda	33,62,00,000
Punjab and Sind Bank	24,10,00,000
UCO Bank	45,15,00,000
ICICI Bank -1	19,04,97,930
ICICI Bank -2	3,28,36,510
ICICI Bank -3	16,77,45,640
Total	5,54,53,19,160

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

PARTE: Particulars of the Series-B1 OCD Facility

Debenture Holders (Series-B1OCD)	Amount(in INR)
State Bank of India	72,56,00,000
Union Bank of India	53,29,00,000
Punjab National Bank	26,65,81,010
Bank of Baroda	12,43,00,000
Punjab and Sind Bank	8,91,00,000
UCO Bank	16,69,00,000
ICICI Bank -1	7,06,78,830
ICICI Bank -2	1,22,54,000
ICICI Bank -3	6,21,92,480
IAMCL	18,30,26,250
Total	2,23,35,32,570

PARTF: Particulars of the Equity Shares




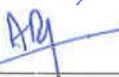


























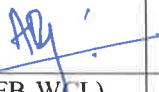


Rupee Lenders and Corporate Loan Lenders	Number of Equity Shares	Aggregate Value of Equity Shares (in INR)
State Bank of India	2,65,66,821	11,53,00,003
Union Bank of India	1,95,16,130	8,47,00,004
Punjab National Bank	97,57,568	4,23,47,845
Bank of Baroda	45,39,172	1,97,00,006
Punjab and Sind Bank	32,71,890	1,42,00,003

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

UCO Bank	61,05,991	2,65,00,001
ICICI Bank -1	25,10,019	1,08,93,482
ICICI Bank -2	4,32,657	18,77,731
ICICI Bank -3	22,10,234	95,92,416
Total	7,49,10,482	32,51,11,492

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

PART G

Credit Facility Providers wise share post implementation of RP is provided here under:

Credit Facility Providers	O/sasonMarch3 1,2021	PartA	NCDB	OCDBI	Equity	Total
		A	B	C	D	E = (A+B+C+D)
State Bank of India	9,91,36,00,000	7,95,07,00,000	1,96,29,00,000	72,56,00,000	11,53,00,003	10,75,45,00,003
Union Bank of India	7,28,12,00,000	5,83,95,00,000	1,44,17,00,000	53,29,00,000	8,47,00,004	7,89,88,00,004
Punjab National Bank	3,64,11,06,440	2,92,01,67,365	72,09,39,080	26,65,81,010	4,23,47,845	3,95,00,35,300
Bank of Baroda	1,69,78,00,000	1,36,16,00,000	33,62,00,000	12,43,00,000	1,97,00,006	1,84,18,00,006
Punjab and Sind Bank	1,21,71,00,000	97,61,00,000	24,10,00,000	8,91,00,000	1,42,00,003	1,32,04,00,003
UCO Bank	2,28,05,00,000	1,82,90,00,000	45,15,00,000	16,69,00,000	2,65,00,001	2,47,39,00,001
ICICI Bank -1	96,21,10,730	77,16,12,806	19,04,97,930	7,06,78,830	1,08,93,482	1,04,36,83,048
ICICI Bank -2	16,58,40,937	13,30,04,431	3,28,36,510	1,22,54,000	18,77,731	17,99,72,672
ICICI Bank -3	84,72,00,156	67,94,54,525	16,77,45,640	6,21,92,480	95,92,416	91,89,85,061
IAMCL	75,00,00,000	75,00,00,000	-	18,30,26,250	-	93,30,26,250
Total	28,75,64,58,263	23,21,11,39,127	5,54,53,19,160	2,23,35,32,570	32,51,11,492	31,31,51,02,349

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			



















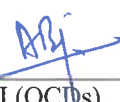














<u>Am</u>	<u>TS</u>	<u>TS</u>	<u>Am</u>	<u>RKR</u>	<u>Am</u>
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
<u>B</u>	<u>Am</u>	<u>Am</u>	<u>Am</u>	<u>TS</u>	<u>Am</u>
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
<u>RKR</u>	<u>Am</u>	<u>B</u>	<u>Am</u>	<u>Am</u>	<u>TS</u>
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
<u>Am</u>	<u>RKR</u>	<u>Am</u>	<u>B</u>	<u>Am</u>	<u>Am</u>
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
<u>Am</u>	<u>Am</u>	<u>Am</u>	<u>Am</u>	<u>B</u>	<u>Am</u>
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
<u>Am</u>	<u>B</u>	<u>Am</u>			
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

SCHEDULE III

Bifurcation of Sustainable Debt (Part A) and Unsustainable Debt (Part B and Part B1) post restructuring

Facility	Amount (INR)	Key Terms
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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Sustainable Debt (PartA)– Rupee Loan Facility and ICICI Existing Corporate Loan Facility	22,46,11,39,127.00	<p>Sustainable Debt (Part A) (excluding ICICI Corporate Loan Facility) payable in 61 structured quarterly instalments starting from March 31, 2022 till end of loan tenor i.e., March 31, 2037.</p> <p>ICICI Corporate Loan Facility – 1 amounting to INR 77,16,12,806, repayable in 61 structured quarterly instalments starting from March 31, 2022 till end of loan tenor i.e., March 31, 2037.</p> <p>ICICI Corporate Loan Facility — 2 amounting to INR 13,30,04,431 repayable in 13 structured quarterly instalments starting from March 31, 2022 till end of loan tenor i.e., March 31, 2025.</p> <p>ICICI Corporate Loan Facility — 3, amounting to INR 67,94,54,525 repayable in 33 structured quarterly instalments starting from March 31, 2022 till end of loan tenor i.e., March 31, 2030.</p> <p>Floating Rate of Interest at 1.55% above 6M MCLR @ 8.50% p.a. from April 01, 2021 till end of loan tenor.</p> <p>Interest for 15 months from April 01, 2021, till June 30, 2022 to be converted into OCD Facility / Equity shares.</p> <p><i>Detailed repayment schedule is given at Schedule IV below</i></p>
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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Sustainable Debt (Part A) — Series A NCD Facility	75,00,00,000.00	Sustainable Debt (Part A) repayable in 9 structured quarterly instalments starting from March 31, 2022 up to March 31, 2024 Interest for 36 months from March 25, 2021, till March 24, 2024 to be converted into OCD Facility. <i>Detailed repayment schedule is given at Schedule IV below</i>
Total (Sustainable Debt) Part A	23,21,11,39,127	
(Unsustainable Debt) Part B — Series B NCD Facility	5,54,53,19,160	Unsustainable Debt (Part B) (Outstanding Debt of INR 28,75,64,58,263 less Sustainable Debt (Part A) of INR 23,21,11,39,127) to be converted to Series B NCD Facility. Annual Coupon of 0.01% p.a. on Unsustainable Debt (Part B1) from April 01, 2021, till redemption of Series B NCDs Facility i.e., September 30, 2038. <i>Detailed repayment schedule is given at Schedule IV below</i>
Total Part B	5,54,53,19,160	

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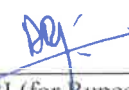






















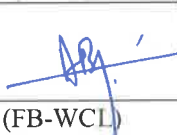






164

Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

(Unsustainable Debt)Part B1 — Overdue Interest on Rupee Loan Facility and ICICI Existing Corporate Loan Facility converted to OCD Facility	2,05,05,06,320	<p>Interest accrued but not paid on Sustainable Debt (Part A) — Rupee Loan Facility and ICICI Existing Corporate Loan Facility for a period of 15 months from April 01, 2021 till June 30, 2022 amounting to INR 2,05,05,06,320 shall be converted to OCD Facility carrying an annual coupon of 0.01% p.a.</p> <p>Interest accrued but not paid on Series A NCD Facility for a period of 36 months from March 25, 2021 till March 31 24, 2024 amounting to INR 18,30,26,250.00 shall be converted to OCD Facility carrying an annual coupon of 0.01% p.a.</p> <p>Lenders shall have the option to convert OCDs into equity of the company anytime during the tenure of OCD Facility at the</p>
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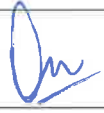

















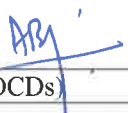







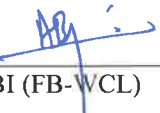






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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			


































(Unsustainable Debt)Part B1 — Overdue Interest on Series A NCD Facility converted to OCD	18,30,26,250.00	valuation to be done by IBBI registered valuer (to be appointed by lenders) at the time of conversion.Tenor of OCD Facility - Upto September 30, 2038. <i>Detailed repayment schedule is given at Schedule IV below</i>
Total (Unsustainable Debt)Part B1	2,23,35,32,570	

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Equity	32,51,11,492	Overdue Interest for Sustainable Debt (Part A) — Rupee Loan Facility and ICICI Existing Corporate Loan to the extent of INR 32,51,11,492 is to be converted to equity of the Company at Book Value based on the latest audited balance sheet of the Company (not considering revaluation reserves if any). <i>Detailed repayment schedule is given at Schedule IV below</i>
Total	31,31,51,02,349	

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

SCHEDULE IV

REPAYMENT SCHEDULE/AMORTIZATION SCHEDULE

PART A – RUPEE LOAN FACILITY

The quarterly repayment schedule is given below:

(in INR)

Repayment Date	State Bank of India	Union Bank of India	Punjab National Bank	Bank of Baroda	Punjab and Sind Bank	UCO Bank
31-Mar-22	18,20,71,030	13,37,24,550	6,68,71,833	3,11,80,640	2,23,52,690	4,18,84,100
30-Jun-22	3,34,64,497	2,45,78,456	1,22,90,985	57,30,975	41,08,405	76,98,261
30-Sep-22	3,34,64,497	2,45,78,456	1,22,90,985	57,30,975	41,08,405	76,98,261
31-Dec-22	24,68,93,088	18,13,33,994	9,06,79,958	4,22,81,765	3,03,10,834	5,67,95,937
31-Mar-23	33,13,05,669	24,33,31,965	12,16,83,375	5,67,37,872	4,06,74,087	7,62,14,430
30-Jun-23	25,41,04,372	18,66,30,420	9,33,28,549	4,35,16,736	3,11,96,156	5,84,54,840
30-Sep-23	4,99,30,396	3,66,72,060	1,83,38,652	85,50,848	61,29,908	1,14,86,120
31-Dec-23	4,99,30,396	3,66,72,060	1,83,38,652	85,50,848	61,29,908	1,14,86,120
31-Mar-24	4,99,30,396	3,66,72,060	1,83,38,652	85,50,848	61,29,908	1,14,86,120
30-Jun-24	11,56,34,981	8,49,29,688	4,24,70,915	1,98,03,111	1,41,96,399	2,66,00,976
30-Sep-24	11,56,34,981	8,49,29,688	4,24,70,915	1,98,03,111	1,41,96,399	2,66,00,976
31-Dec-24	11,56,34,981	8,49,29,688	4,24,70,915	1,98,03,111	1,41,96,399	2,66,00,976
31-Mar-25	11,56,19,080	8,49,18,009	4,24,65,074	1,98,00,388	1,41,94,447	2,65,97,318
30-Jun-25	22,03,69,552	16,18,53,422	8,09,38,279	3,77,39,468	2,70,54,564	5,06,94,393
30-Sep-25	22,03,69,552	16,18,53,422	8,09,38,279	3,77,39,468	2,70,54,564	5,06,94,393
31-Dec-25	22,03,69,552	16,18,53,422	8,09,38,279	3,77,39,468	2,70,54,564	5,06,94,393
31-Mar-26	22,03,69,552	16,18,53,422	8,09,38,279	3,77,39,468	2,70,54,564	5,06,94,393

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Repayment Date	State Bank of India	Union Bank of India	Punjab National Bank	Bank of Baroda	Punjab and Sind Bank	UCO Bank
30-Jun-26	13,93,43,969	10,23,43,077	5,11,78,854	2,38,63,402	1,71,07,129	3,20,55,054
30-Sep-26	13,93,43,969	10,23,43,077	5,11,78,854	2,38,63,402	1,71,07,129	3,20,55,054
31-Dec-26	13,93,43,969	10,23,43,077	5,11,78,854	2,38,63,402	1,71,07,129	3,20,55,054
31-Mar-27	13,93,43,969	10,23,43,077	5,11,78,854	2,38,63,402	1,71,07,129	3,20,55,054
30-Jun-27	17,17,27,170	12,61,27,361	6,30,72,695	2,94,09,199	2,10,82,784	3,95,04,571
30-Sep-27	17,17,27,170	12,61,27,361	6,30,72,695	2,94,09,199	2,10,82,784	3,95,04,571
31-Dec-27	17,17,27,170	12,61,27,361	6,30,72,695	2,94,09,199	2,10,82,784	3,95,04,571
31-Mar-28	17,17,27,170	12,61,27,361	6,30,72,695	2,94,09,199	2,10,82,784	3,95,04,571
30-Jun-28	11,62,15,382	8,53,55,972	4,26,84,087	1,99,02,508	1,42,67,654	2,67,34,493
30-Sep-28	11,62,15,382	8,53,55,972	4,26,84,087	1,99,02,508	1,42,67,654	2,67,34,493
31-Dec-28	11,62,15,382	8,53,55,972	4,26,84,087	1,99,02,508	1,42,67,654	2,67,34,493
31-Mar-29	11,62,15,382	8,53,55,972	4,26,84,087	1,99,02,508	1,42,67,654	2,67,34,493
30-Jun-29	8,74,57,700	6,42,34,500	3,21,21,842	1,49,77,600	1,07,37,100	2,01,19,000
30-Sep-29	6,86,30,443	5,04,06,564	2,52,06,885	1,17,53,332	84,25,696	1,57,87,928
31-Dec-29	6,86,30,443	5,04,06,564	2,52,06,885	1,17,53,332	84,25,696	1,57,87,928
31-Mar-30	6,85,98,640	5,03,83,206	2,51,95,205	1,17,47,885	84,21,791	1,57,80,612
30-Jun-30	10,83,20,337	7,95,57,348	3,97,84,361	1,85,50,439	1,32,98,387	2,49,18,296
30-Sep-30	10,83,20,337	7,95,57,348	3,97,84,361	1,85,50,439	1,32,98,387	2,49,18,296
31-Dec-30	10,83,20,337	7,95,57,348	3,97,84,361	1,85,50,439	1,32,98,387	2,49,18,296
31-Mar-31	10,83,20,337	7,95,57,348	3,97,84,361	1,85,50,439	1,32,98,387	2,49,18,296
30-Jun-31	11,60,08,664	8,52,04,145	4,26,08,163	1,98,67,106	1,42,42,276	2,66,86,939
30-Sep-31	11,60,08,664	8,52,04,145	4,26,08,163	1,98,67,106	1,42,42,276	2,66,86,939
31-Dec-31	11,60,08,664	8,52,04,145	4,26,08,163	1,98,67,106	1,42,42,276	2,66,86,939
31-Mar-32	11,60,08,664	8,52,04,145	4,26,08,163	1,98,67,106	1,42,42,276	2,66,86,939
30-Jun-32	13,64,73,766	10,02,35,018	5,01,24,673	2,33,71,864	1,67,54,757	3,13,94,785
30-Sep-32	13,64,73,766	10,02,35,018	5,01,24,673	2,33,71,864	1,67,54,757	3,13,94,785
31-Dec-32	13,64,73,766	10,02,35,018	5,01,24,673	2,33,71,864	1,67,54,757	3,13,94,785
31-Mar-33	13,64,73,766	10,02,35,018	5,01,24,673	2,33,71,864	1,67,54,757	3,13,94,785
30-Jun-33	15,09,44,040	11,08,62,908	5,54,39,378	2,58,49,976	1,85,31,259	3,47,23,565
30-Sep-33	15,09,44,040	11,08,62,908	5,54,39,378	2,58,49,976	1,85,31,259	3,47,23,565
31-Dec-33	15,09,44,040	11,08,62,908	5,54,39,378	2,58,49,976	1,85,31,259	3,47,23,565

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Repayment Date	State Bank of India	Union Bank of India	Punjab National Bank	Bank of Baroda	Punjab and Sind Bank	UCO Bank
31-Mar-34	15,09,44,040	11,08,62,908	5,54,39,378	2,58,49,976	1,85,31,259	3,47,23,565
30-Jun-34	14,75,74,533	10,83,88,128	5,42,01,811	2,52,72,930	1,81,17,588	3,39,48,435
30-Sep-34	14,75,74,533	10,83,88,128	5,42,01,811	2,52,72,930	1,81,17,588	3,39,48,435
31-Dec-34	14,75,74,533	10,83,88,128	5,42,01,811	2,52,72,930	1,81,17,588	3,39,48,435
31-Mar-35	14,75,74,533	10,83,88,128	5,42,01,811	2,52,72,930	1,81,17,588	3,39,48,435
30-Jun-35	9,63,62,484	7,07,74,740	3,53,92,429	1,65,02,592	1,18,30,332	2,21,67,480
30-Sep-35	9,63,62,484	7,07,74,740	3,53,92,429	1,65,02,592	1,18,30,332	2,21,67,480
31-Dec-35	9,63,62,484	7,07,74,740	3,53,92,429	1,65,02,592	1,18,30,332	2,21,67,480
31-Mar-36	9,63,62,484	7,07,74,740	3,53,92,429	1,65,02,592	1,18,30,332	2,21,67,480
30-Jun-36	8,15,02,626	5,98,60,715	2,99,34,636	1,39,57,762	1,00,06,002	1,87,49,079
30-Sep-36	8,15,02,626	5,98,60,715	2,99,34,636	1,39,57,762	1,00,06,002	1,87,49,079
31-Dec-36	8,15,02,626	5,98,60,715	2,99,34,636	1,39,57,762	1,00,06,002	1,87,49,079
31-Mar-37	10,58,96,964	7,77,77,469	3,88,94,294	1,81,35,423	1,30,00,872	2,43,60,817
Total	7,95,07,00,000	5,83,95,00,000	2,92,01,67,365	1,36,16,00,000	97,61,00,000	1,82,90,00,000

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

PART B –CORPORATE LOAN FACILITY

The quarterly repayment schedule is given below:

(in INR)












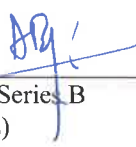






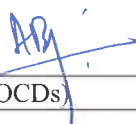








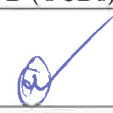


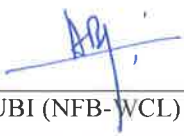


Repayment Date	ICICI Bank -1	ICICI Bank -2	ICICI Bank -3
31-Mar-22	1,93,67,482	-	1,91,60,618
30-Jun-22	30,09,290	4,98,767	29,82,806
30-Sep-22	30,17,007	4,98,767	29,82,806
31-Dec-22	2,22,37,882	36,84,223	2,20,14,327
31-Mar-23	2,98,45,984	49,47,765	2,95,69,861
30-Jun-23	2,74,61,700	84,72,383	1,56,54,633
30-Sep-23	37,03,742	1,96,18,154	75,41,946
31-Dec-23	37,03,742	1,96,18,154	75,41,946
31-Mar-24	37,03,742	1,96,18,154	75,41,946
30-Jun-24	1,21,06,605	1,39,92,067	95,80,309
30-Sep-24	1,21,06,605	1,39,92,067	95,80,309
31-Dec-24	1,21,06,605	1,39,92,067	95,80,309
31-Mar-25	1,21,06,605	1,40,71,869	95,80,309
30-Jun-25	2,17,90,346	-	2,39,84,745
30-Sep-25	2,17,90,346	-	2,39,84,745
31-Dec-25	2,17,90,346	-	2,39,84,745
31-Mar-26	2,17,90,346	-	2,39,84,745
30-Jun-26	1,45,29,470	-	2,39,84,745
30-Sep-26	1,45,29,470	-	2,39,84,745
31-Dec-26	1,45,29,470	-	2,39,84,745
31-Mar-27	1,45,29,470	-	2,39,84,745
30-Jun-27	1,69,44,618	-	2,63,62,836
30-Sep-27	1,69,44,618	-	2,63,62,836

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Repayment Date	ICICI Bank -1	ICICI Bank -2	ICICI Bank -3
31-Dec-27	1,69,44,618	-	2,63,62,836
31-Mar-28	1,69,44,618	-	2,63,62,836
30-Jun-28	1,21,06,605	-	2,88,08,872
30-Sep-28	1,21,06,605	-	2,88,08,872
31-Dec-28	1,21,06,605	-	2,88,08,872
31-Mar-29	1,21,06,605	-	2,88,08,872
30-Jun-29	85,57,187	-	3,37,68,890
30-Sep-29	67,97,909	-	2,65,66,672
31-Dec-29	67,97,909	-	2,65,66,672
31-Mar-30	67,97,909	-	2,66,75,385
30-Jun-30	96,83,741	-	-
30-Sep-30	96,83,741	-	-
31-Dec-30	96,83,741	-	-
31-Mar-31	96,83,741	-	-
30-Jun-31	96,83,741	-	-
30-Sep-31	96,83,741	-	-
31-Dec-31	96,83,741	-	-
31-Mar-32	96,83,741	-	-
30-Jun-32	1,21,06,605	-	-
30-Sep-32	1,21,06,605	-	-
31-Dec-32	1,21,06,605	-	-
31-Mar-33	1,21,06,605	-	-
30-Jun-33	1,45,29,470	-	-
30-Sep-33	1,45,29,470	-	-
31-Dec-33	1,45,29,470	-	-
31-Mar-34	1,45,29,470	-	-
30-Jun-34	1,21,06,605	-	-
30-Sep-34	1,21,06,605	-	-
31-Dec-34	1,21,06,605	-	-
31-Mar-35	1,21,06,605	-	-
30-Jun-35	96,83,741	-	-

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Repayment Date	ICICI Bank -1	ICICI Bank -2	ICICI Bank -3
30-Sep-35	96,83,741	-	-
31-Dec-35	96,83,741	-	-
31-Mar-36	96,83,741	-	-
30-Jun-36	1,05,32,515	-	-
30-Sep-36	1,05,32,515	-	-
31-Dec-36	1,05,32,515	-	-
31-Mar-37	1,39,27,612	-	-
Total	77,16,12,806	13,30,04,431	67,94,54,525

PART C - SERIES A NCD FACILITY

The quarterly redemption schedule is given below:

(in INR)

RedemptionDate	IAMCL
<u>A. Jagan</u> — 31 25 -Mar-22	7,50,000
<u>A. Jagan</u> — 30 25 -Jun-22	7,50,000
<u>A. Jagan</u> — 30 25 -Sep-22	7,50,000
<u>A. Jagan</u> — 31 25 -Dec-22	7,50,000
<u>A. Jagan</u> — 31 25 -Mar-23	9,07,50,000
<u>A. Jagan</u> — 30 25 -Jun-23	7,50,000
<u>A. Jagan</u> — 30 25 -Sep-23	7,50,000
<u>A. Jagan</u> — 31 25 -Dec-23	7,50,000
<u>A. Jagan</u> — 31 25 -Mar-24	65,40,00,000
Total	75,00,00,000

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<u>Im</u>	<u>B</u>	<u>B</u>	<u>Am</u>	<u>RKR</u>	<u>Q</u>
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
<u>B</u>	<u>Q</u>	<u>A</u>	<u>Am</u>	<u>B</u>	<u>Am</u>
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
<u>RKR</u>	<u>Q</u>	<u>B</u>	<u>A</u>	<u>Q</u>	<u>B</u>
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
<u>Am</u>	<u>RKR</u>	<u>Q</u>	<u>B</u>	<u>A</u>	<u>Q</u>
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
<u>Am</u>	<u>B</u>	<u>Am</u>	<u>Q</u>	<u>B</u>	<u>B</u>
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
<u>Am</u>	<u>B</u>	<u>Q</u>			
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

PART D-SERIES B NCD FACILITY

67 structured quarterly instalments from March 31, 2022 to September 30, 2038

(in INR)

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
31-Mar-22	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-22	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-22	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-22	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-23	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-23	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-23	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-23	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-24	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-24	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-24	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-24	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-25	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-25	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-25	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-25	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-26	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-26	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-26	1,96,290	1,44,170	72,100	33,620	24,100	45,150

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(NFB-WCL)			

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
31-Dec-26	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-27	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-27	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-27	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-27	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-28	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-28	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-28	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-28	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-29	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-29	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-29	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-29	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-30	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-30	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-30	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-30	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-31	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-31	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Sep-31	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Dec-31	1,96,290	1,44,170	72,100	33,620	24,100	45,150
31-Mar-32	1,96,290	1,44,170	72,100	33,620	24,100	45,150
30-Jun-32	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
30-Sep-32	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Dec-32	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Mar-33	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
30-Jun-33	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
30-Sep-33	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Dec-33	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Mar-34	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
30-Jun-34	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
30-Sep-34	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Dec-34	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
31-Mar-35	19,62,900	14,41,700	7,20,940	3,36,200	2,41,000	4,51,500
30-Jun-35	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
30-Sep-35	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
31-Dec-35	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
31-Mar-36	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
30-Jun-36	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
30-Sep-36	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
31-Dec-36	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
31-Mar-37	98,14,500	72,08,500	36,04,700	16,81,000	12,05,000	22,57,500
30-Jun-37	2,94,43,500	2,16,25,500	1,08,14,090	50,43,000	36,15,000	67,72,500
30-Sep-37	2,94,43,500	2,16,25,500	1,08,14,090	50,43,000	36,15,000	67,72,500
31-Dec-37	2,94,43,500	2,16,25,500	1,08,14,090	50,43,000	36,15,000	67,72,500
31-Mar-38	2,94,43,500	2,16,25,500	1,08,14,090	50,43,000	36,15,000	67,72,500
30-Jun-38	86,75,03,660	63,71,59,320	31,86,19,030	14,85,83,590	10,65,09,950	19,95,40,430
30-Sep-38	86,75,03,660	63,71,59,320	31,86,19,030	14,85,83,590	10,65,09,950	19,95,40,430
Total	1,96,29,00,000	1,44,17,00,000	72,09,39,080	33,62,00,000	24,10,00,000	45,15,00,000

Contd..

(in INR)




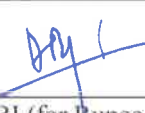







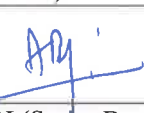






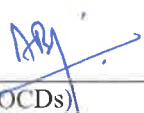







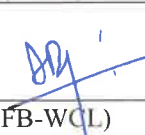






Redemption Date	ICICIBank-1	ICICIBank-2	ICICIBank-3
31-Mar-22	19,050	3,290	16,780
30-Jun-22	19,050	3,290	16,780
30-Sep-22	19,050	3,290	16,780
31-Dec-22	19,050	3,290	16,780
31-Mar-23	19,050	3,290	16,780
30-Jun-23	19,050	3,290	16,780

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	ICICIBank-1	ICICIBank-2	ICICIBank-3
30-Sep-23	19,050	3,290	16,780
31-Dec-23	19,050	3,290	16,780
31-Mar-24	19,050	3,290	16,780
30-Jun-24	19,050	3,290	16,780
30-Sep-24	19,050	3,290	16,780
31-Dec-24	19,050	3,290	16,780
31-Mar-25	19,050	3,290	16,780
30-Jun-25	19,050	3,290	16,780
30-Sep-25	19,050	3,290	16,780
31-Dec-25	19,050	3,290	16,780
31-Mar-26	19,050	3,290	16,780
30-Jun-26	19,050	3,290	16,780
30-Sep-26	19,050	3,290	16,780
31-Dec-26	19,050	3,290	16,780
31-Mar-27	19,050	3,290	16,780
30-Jun-27	19,050	3,290	16,780
30-Sep-27	19,050	3,290	16,780
31-Dec-27	19,050	3,290	16,780
31-Mar-28	19,050	3,290	16,780
30-Jun-28	19,050	3,290	16,780
30-Sep-28	19,050	3,290	16,780
31-Dec-28	19,050	3,290	16,780
31-Mar-29	19,050	3,290	16,780
30-Jun-29	19,050	3,290	16,780
30-Sep-29	19,050	3,290	16,780
31-Dec-29	19,050	3,290	16,780
31-Mar-30	19,050	3,290	16,780
30-Jun-30	19,050	3,290	16,780
30-Sep-30	19,050	3,290	16,780
31-Dec-30	19,050	3,290	16,780
31-Mar-31	19,050	3,290	16,780

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	ICICIBank-1	ICICIBank-2	ICICIBank-3
30-Jun-31	19,050	3,290	16,780
30-Sep-31	19,050	3,290	16,780
31-Dec-31	19,050	3,290	16,780
31-Mar-32	19,050	3,290	16,780
30-Jun-32	1,90,500	32,840	1,67,750
30-Sep-32	1,90,500	32,840	1,67,750
31-Dec-32	1,90,500	32,840	1,67,750
31-Mar-33	1,90,500	32,840	1,67,750
30-Jun-33	1,90,500	32,840	1,67,750
30-Sep-33	1,90,500	32,840	1,67,750
31-Dec-33	1,90,500	32,840	1,67,750
31-Mar-34	1,90,500	32,840	1,67,750
30-Jun-34	1,90,500	32,840	1,67,750
30-Sep-34	1,90,500	32,840	1,67,750
31-Dec-34	1,90,500	32,840	1,67,750
31-Mar-35	1,90,500	32,840	1,67,750
30-Jun-35	9,52,490	1,64,190	8,38,730
30-Sep-35	9,52,490	1,64,190	8,38,730
31-Dec-35	9,52,490	1,64,190	8,38,730
31-Mar-36	9,52,490	1,64,190	8,38,730
30-Jun-36	9,52,490	1,64,190	8,38,730
30-Sep-36	9,52,490	1,64,190	8,38,730
31-Dec-36	9,52,490	1,64,190	8,38,730
31-Mar-37	9,52,490	1,64,190	8,38,730
30-Jun-37	28,57,470	4,92,550	25,16,190
30-Sep-37	28,57,470	4,92,550	25,16,190
31-Dec-37	28,57,470	4,92,550	25,16,190
31-Mar-38	28,57,470	4,92,550	25,16,190
30-Jun-38	8,41,90,570	1,45,12,100	7,41,35,190
30-Sep-38	8,41,90,570	1,45,12,100	7,41,35,190
Total	19,04,97,930	3,28,36,510	16,77,45,640

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

PART E- OCD FACILITY

67 structured quarterly instalments from March 31, 2022 to September 30, 2038

(in INR)

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
31-Mar-22	8,030	5,900	2,950	1,380	990	1,850
30-Jun-22	8,030	5,900	2,950	1,380	990	1,850
30-Sep-22	8,030	5,900	2,950	1,380	990	1,850
31-Dec-22	8,030	5,900	2,950	1,380	990	1,850
31-Mar-23	8,030	5,900	2,950	1,380	990	1,850
30-Jun-23	8,030	5,900	2,950	1,380	990	1,850
30-Sep-23	8,030	5,900	2,950	1,380	990	1,850
31-Dec-23	8,030	5,900	2,950	1,380	990	1,850
31-Mar-24	8,030	5,900	2,950	1,380	990	1,850
30-Jun-24	8,030	5,900	2,950	1,380	990	1,850
30-Sep-24	8,030	5,900	2,950	1,380	990	1,850
31-Dec-24	8,030	5,900	2,950	1,380	990	1,850
31-Mar-25	8,030	5,900	2,950	1,380	990	1,850
30-Jun-25	8,030	5,900	2,950	1,380	990	1,850
30-Sep-25	8,030	5,900	2,950	1,380	990	1,850
31-Dec-25	8,030	5,900	2,950	1,380	990	1,850
31-Mar-26	8,030	5,900	2,950	1,380	990	1,850
30-Jun-26	8,030	5,900	2,950	1,380	990	1,850
30-Sep-26	8,030	5,900	2,950	1,380	990	1,850
31-Dec-26	8,030	5,900	2,950	1,380	990	1,850
31-Mar-27	8,030	5,900	2,950	1,380	990	1,850

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
30-Jun-27	8,030	5,900	2,950	1,380	990	1,850
30-Sep-27	8,030	5,900	2,950	1,380	990	1,850
31-Dec-27	8,030	5,900	2,950	1,380	990	1,850
31-Mar-28	8,030	5,900	2,950	1,380	990	1,850
30-Jun-28	8,030	5,900	2,950	1,380	990	1,850
30-Sep-28	8,030	5,900	2,950	1,380	990	1,850
31-Dec-28	8,030	5,900	2,950	1,380	990	1,850
31-Mar-29	8,030	5,900	2,950	1,380	990	1,850
30-Jun-29	8,030	5,900	2,950	1,380	990	1,850
30-Sep-29	8,030	5,900	2,950	1,380	990	1,850
31-Dec-29	8,030	5,900	2,950	1,380	990	1,850
31-Mar-30	8,030	5,900	2,950	1,380	990	1,850
30-Jun-30	8,030	5,900	2,950	1,380	990	1,850
30-Sep-30	8,030	5,900	2,950	1,380	990	1,850
31-Dec-30	8,030	5,900	2,950	1,380	990	1,850
31-Mar-31	8,030	5,900	2,950	1,380	990	1,850
30-Jun-31	8,030	5,900	2,950	1,380	990	1,850
30-Sep-31	8,030	5,900	2,950	1,380	990	1,850
31-Dec-31	8,030	5,900	2,950	1,380	990	1,850
31-Mar-32	8,030	5,900	2,950	1,380	990	1,850
30-Jun-32	8,030	5,900	2,950	1,380	990	1,850
30-Sep-32	8,030	5,900	2,950	1,380	990	1,850
31-Dec-32	8,030	5,900	2,950	1,380	990	1,850
31-Mar-33	8,030	5,900	2,950	1,380	990	1,850
30-Jun-33	8,030	5,900	2,950	1,380	990	1,850
30-Sep-33	8,030	5,900	2,950	1,380	990	1,850
31-Dec-33	8,030	5,900	2,950	1,380	990	1,850
31-Mar-34	8,030	5,900	2,950	1,380	990	1,850
30-Jun-34	8,030	5,900	2,950	1,380	990	1,850
30-Sep-34	8,030	5,900	2,950	1,380	990	1,850

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	StateBankofIndia	UnionBankofIndia	PunjabNational Bank	BankofBaroda	PunjabandSind Bank	UCOBank
31-Dec-34	8,030	5,900	2,950	1,380	990	1,850
31-Mar-35	8,030	5,900	2,950	1,380	990	1,850
30-Jun-35	8,030	5,900	2,950	1,380	990	1,850
30-Sep-35	8,030	5,900	2,950	1,380	990	1,850
31-Dec-35	8,030	5,900	2,950	1,380	990	1,850
31-Mar-36	8,030	5,900	2,950	1,380	990	1,850
30-Jun-36	8,030	5,900	2,950	1,380	990	1,850
30-Sep-36	8,030	5,900	2,950	1,380	990	1,850
31-Dec-36	8,030	5,900	2,950	1,380	990	1,850
31-Mar-37	8,030	5,900	2,950	1,380	990	1,850
30-Jun-37	8,030	5,900	2,950	1,380	990	1,850
30-Sep-37	8,030	5,900	2,950	1,380	990	1,850
31-Dec-37	8,030	5,900	2,950	1,380	990	1,850
31-Mar-38	8,030	5,900	2,950	1,380	990	1,850
30-Jun-38	36,25,39,220	26,62,58,480	13,31,94,700	6,21,05,330	4,45,17,980	8,33,90,020
30-Sep-38	36,25,39,220	26,62,58,480	13,31,94,700	6,21,05,330	4,45,17,980	8,33,90,020
Total	72,56,00,000	53,29,00,000	26,65,81,010	12,43,00,000	8,91,00,000	16,69,00,000

Contd.,

(in INR)

Redemption Date	ICICI Bank-1	ICICI Bank-2	ICICI Bank-3	IAMCL
31-Mar-22	790	140	690	2,030
30-Jun-22	790	140	690	2,030
30-Sep-22	790	140	690	2,030
31-Dec-22	790	140	690	2,030
31-Mar-23	790	140	690	2,030
30-Jun-23	790	140	690	2,030
30-Sep-23	790	140	690	2,030

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	ICICI Bank-1	ICICI Bank-2	ICICI Bank-3	IAMCL
31-Dec-23	790	140	690	2,030
31-Mar-24	790	140	690	2,030
30-Jun-24	790	140	690	2,030
30-Sep-24	790	140	690	2,030
31-Dec-24	790	140	690	2,030
31-Mar-25	790	140	690	2,030
30-Jun-25	790	140	690	2,030
30-Sep-25	790	140	690	2,030
31-Dec-25	790	140	690	2,030
31-Mar-26	790	140	690	2,030
30-Jun-26	790	140	690	2,030
30-Sep-26	790	140	690	2,030
31-Dec-26	790	140	690	2,030
31-Mar-27	790	140	690	2,030
30-Jun-27	790	140	690	2,030
30-Sep-27	790	140	690	2,030
31-Dec-27	790	140	690	2,030
31-Mar-28	790	140	690	2,030
30-Jun-28	790	140	690	2,030
30-Sep-28	790	140	690	2,030
31-Dec-28	790	140	690	2,030
31-Mar-29	790	140	690	2,030
30-Jun-29	790	140	690	2,030
30-Sep-29	790	140	690	2,030
31-Dec-29	790	140	690	2,030
31-Mar-30	790	140	690	2,030
30-Jun-30	790	140	690	2,030
30-Sep-30	790	140	690	2,030
31-Dec-30	790	140	690	2,030
31-Mar-31	790	140	690	2,030

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

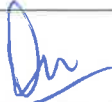
































Redemption Date	ICICI Bank-1	ICICI Bank-2	ICICI Bank-3	IAMCL
30-Jun-31	790	140	690	2,030
30-Sep-31	790	140	690	2,030
31-Dec-31	790	140	690	2,030
31-Mar-32	790	140	690	2,030
30-Jun-32	790	140	690	2,030
30-Sep-32	790	140	690	2,030
31-Dec-32	790	140	690	2,030
31-Mar-33	790	140	690	2,030
30-Jun-33	790	140	690	2,030
30-Sep-33	790	140	690	2,030
31-Dec-33	790	140	690	2,030
31-Mar-34	790	140	690	2,030
30-Jun-34	790	140	690	2,030
30-Sep-34	790	140	690	2,030
31-Dec-34	790	140	690	2,030
31-Mar-35	790	140	690	2,030
30-Jun-35	790	140	690	2,030
30-Sep-35	790	140	690	2,030
31-Dec-35	790	140	690	2,030
31-Mar-36	790	140	690	2,030
30-Jun-36	790	140	690	2,030
30-Sep-36	790	140	690	2,030
31-Dec-36	790	140	690	2,030
31-Mar-37	790	140	690	2,030
30-Jun-37	790	140	690	2,030
30-Sep-37	790	140	690	2,030
31-Dec-37	790	140	690	2,030
31-Mar-38	790	140	690	2,030
30-Jun-38	3,53,14,020	61,22,600	3,10,73,890	9,14,47,350
30-Sep-38	3,53,14,020	61,22,600	3,10,73,890	9,14,47,350

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Redemption Date	ICICI Bank-1	ICICI Bank-2	ICICI Bank-3	IAMCL
Total	7,06,78,830	1,22,54,000	6,21,92,480	18,30,26,250

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			



























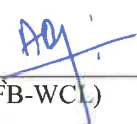



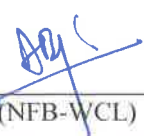


SCHEDULE V

Terms of Issue

Term Loan Facility

Particulars	Description
Amount	INR 22,46,11,39,127.00(excluding Series A NCD Facility)
Repayment Terms	61 structured quarterly instalments starting from March 31, 2022 till end of loan tenor i.e., March 31, 2037.
Interest Terms	As per Sanction Letter of respective Credit Facility Providers.
DSRA	DSRA for ensuing 2 quarter principal and interest, 1 quarter upfront and 1 quarter subsequently from project cashflows shall be maintained DSRA of INR 160 Crore to be maintained from FY 29 onwards till tenor of Sustainable Debt (Part-A).

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Security	<p>Credit Facility Providers (including Working Capital Lenders) shall have a common pool of security i.e., first pari-passu charge on all assets of Company (both present and future).</p> <p>TRA arrangement at present with Axis Bank will be continued with Axis Bank post implementation of RP.</p> <p>ICICI Bank that currently has subservient charge on Project Assets for its ICICI Existing Corporate Loan Facility shall get first pari-passu charge on all assets of Company (both present and future) in line with other Credit Facility Providers</p> <p>23% shares of Borrower, currently pledged to ICICI Bank as an exclusive charge, will be shared on 1st pari-passu basis among all the Credit Facility Providers (including Working Capital Lenders).</p> <p>Equity shares to be issued to the Rupee Loan Facility and ICICI Existing Corporate Loan Facility against conversion of INR32,51,11,492 (Rupees Thirty-Two Crore Fifty-One Lakhs and Eleven Thousand Four Hundred and Ninety-Two Only) of overdue interest, the Credit Facility Providers shall have Control over 76.06% shares (including pledge over 68.13% shares and ownership over 7.93% shares).</p> <p>Balance 23.94% shareholding (on diluted basis) of Borrower, currently pledged</p>
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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Equity shares



















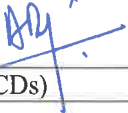








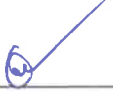





Particular	Details
Amount	INR 32,51,11,492
Instrument	Equity shares
Face Value	INR 10 each
Conversion Price	Rs 4.34 each at par
No. of Equity Shares	7,49,10,482
Terms of Issue	The equity shares to be issued pursuant to Resolution Plan shall rank pari-passu with the existing outstanding equity shares of the Borrower in all respects.

Ownership of Credit Facility Providers over 7.93% equity share capital of the Borrower, subsequent to conversion of INR 32,51,11,492 of overdue interest on INR 22,46,11,39,127 into equity and issuance of shares to Credit Facility Providers

OCD Facility

Particulars	Description
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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Nature of instrument	Optionally Convertible Debentures (OCD) Unsustainable Debt (Part B1)
Amount (INR Crore)	<p>Total Overdue Interest calculated at 8.5% p.a. ROI post implementation of RP is INR 2,55,86,44,062 which is to be converted as under:</p> <ul style="list-style-type: none"> Rs 2,05,05,06,320 Overdue Interest from April 01, 2021 till June 30, 2022 on Existing Rupee Loan Facility and ICICI Existing Corporate Loan Facility is proposed to be converted to OCD Facility INR 18,30,26,250 Overdue Interest on Series A NCD Facility from April 01, 2021 ^{MAR 25} till March 31, 2024 is proposed to be converted to OCD Facility INR 32,51,11,492 is proposed to be converted to equity towards Overdue Interest on Existing Rupee Loan Facility and ICICI Existing Corporate Loan
Annual Coupon	0.01% p.a.
Tenor	Upto September 2038
Security	1st Pari-passu with term debt

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (NFB-WCL)			

Particulars	Description
Part B1 Servicing	(Unsustainable Debt(Part B1) will be subordinated to Sustainable Debt (Part A) in terms of debt servicing.
Conversion equity to	Conversion to equity based on valuation to be done by IBBI registered valuer (to be appointed by lenders) at the time of conversion. Credit Facility Providers have the option to convert anytime during the tenure of OCD Facility
Sinking fund	Sinking fund would be created as per RBI Master Circular Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by Banks dated July 1, 2015.

Series A NCD Facility

Particulars	Description
Amount	INR 75,00,00,000 Series A NCD Facility
Resolution Plan	9 structured quarterly instalments starting from March 31, 2022 till March 31, 2024.
DSRA and Debenture	15% of amount due in current year of maturity to be held in DRR (to be allocated

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






					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB(for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI(OCDs)	PNB(OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI(FB-WCL)			

Redemption Reserve (DRR)	out of DSR A)
Security	Pari-passu charge with term debt

Series B NCD Facility




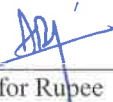







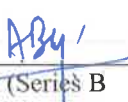














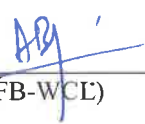



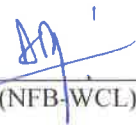


Particulars	Description
Nature of instrument	Series B NCD Facility <i>Subordinate to Sustainable Debt (Part A)</i>
Amount	INR 5,54,49,00,000
Annual Coupon	0.01% p.a.
Tenor	Up to September 2038
Security	1st Pari-passu charge with term debt
Part Servicing	B Unsustainable Debt (Part B) will be subordinated to Sustainable Debt (Part A) in terms of debt servicing.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Sinking fund	Sinking fund would be created as per RBI Master Circular Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by Banks dated July 1, 2015
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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			












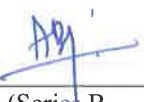





















SCHEDULE VI
BASE CASE FINANCIAL MODEL

Projected Profit and Loss Account

(in INR Cr.)

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Revenue from operations	1,256	1,590	1,629	1,463	1,738	1,782	1,832	1,783	1,778
Revenue from LPS	63	-	-	-	-	-	-	-	-
Other income/ash utilization	8	15	9	9	10	9	11	12	12
Interest Income (DSRA-FD)	5	9	7	6	7	6	6	4	4
Total income	1,332	1,614	1,645	1,478	1,756	1,797	1,849	1,800	1,794
Consumption of fuel	754	986	1,020	949	1,104	1,136	1,172	1,206	1,242
Operating & Maintenance	220	227	193	162	190	198	206	216	226
- Employee benefit	46	48	50	52	54	57	59	61	64
- Repairs & Maintenance	38	38	40	41	43	45	47	48	50
- Insurance	5	5	5	5	6	6	6	6	7
- Transmission charges	64	64	31	3	1	1	1	3	4
- Ash Disposal	11	14	15	14	17	18	19	20	21

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
expense									
- Additional Opex FGD	-	-	-	-	21	22	23	24	25
- Transmission losses GUVNL	6	15	7	-	-	-	-	-	-
- Other expenses	50	43	44	46	48	50	52	54	56
EBITDA	358	401	432	368	461	464	471	378	327
Depreciation & amortization	120	119	128	135	135	135	135	134	135
Finance Costs	229	222	202	188	204	185	168	152	141
FGD capex Interest	-	-	-	-	32	31	30	29	28
Part A RTL/NCD interest	200	193	173	159	143	125	109	94	84
NCD Coupon	0	0	0	0	0	0	0	0	0
Interest on working capital	28	28	28	28	28	28	28	28	28
LC/BG cost	1	1	1	1	1	1	1	1	1
Total Expenses	1,323	1,554	1,544	1,433	1,634	1,653	1,681	1,708	1,743
Profit Before Tax	9	59	101	45	122	144	168	91	51
Tax	-	-	-	-	-	-	-	-	-
PAT	9	59	101	45	122	144	168	91	51

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Revenue from operations	1,832	1,897	1,942	2,003	2,056	2,115	2,174	2,234	2,313
Revenue from LPS	-	-	-	-	-	-	-	-	-
Other income/ash utilization	10	8	8	8	9	9	10	10	11
Interest Income (DSRA-FD)	4	4	4	4	3	2	2	0	0
Total income	1,846	1,909	1,955	2,015	2,068	2,127	2,186	2,245	2,324
Consumption of fuel	1,279	1,320	1,356	1,398	1,439	1,488	1,528	1,576	1,631
Operating & Maintenance	235	244	254	264	275	286	297	309	327
- Employee benefit	66	69	72	75	77	81	84	87	91
- Repairs & Maintenance	52	54	57	59	61	64	66	69	72
- Insurance	7	7	8	8	8	8	9	9	9
- Transmission charges	4	4	4	4	4	4	4	4	9
- Ash Disposal expense	22	23	24	25	27	28	29	31	32
- Additional Opex FGD	26	27	28	29	30	31	32	34	35
- Transmission	-	-	-	-	-	-	-	-	-

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
losses GUVNL									
- Other expenses	58	60	62	65	67	70	73	76	79
EBITDA	333	345	345	354	354	354	361	360	366
Depreciation & amortization	135	135	135	135	136	136	136	135	134
Finance Costs	131	120	107	93	78	61	44	30	29
FGD capex Interest	27	26	25	24	23	18	9	1	0
Part A RTL/NCD interest	75	65	53	40	26	14	5	0	0
NCD Coupon	0	0	0	0	0	0	0	0	0
Interest on working capital	28	28	28	28	28	28	28	28	28
LC/BG cost	1	1	1	1	1	1	1	1	1
Total Expenses	1,779	1,819	1,852	1,890	1,927	1,970	2,005	2,050	2,121
Profit Before Tax	67	90	102	126	141	157	181	194	203
Tax	-	-	-	-	-	-	-	20	83
PAT	67	90	102	126	141	157	181	174	120

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






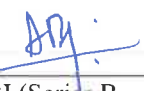







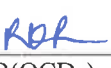






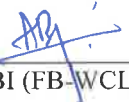



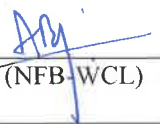


Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Projected Balance Sheet

(in INR Cr.)

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Non-current assets									
Net Block	2952	2834	3016	3094	2961	2841	2708	2576	2458
Intangible assets	33	31	29	27	25	23	22	20	18
Loans	2	2	2	2	2	2	2	2	2
Non-Current Tax Assets	1	1	1	1	1	1	1	1	1
Other Non-Current Assets	11	11	11	11	11	11	11	11	11
Total non-current assets	2998	2879	3058	3134	2999	2878	2743	2609	2489
Current assets									
Raw materials	57	83	85	79	92	95	98	101	104
Advance payments - coal balance	33	41	42	39	46	47	48	50	51
Goods in transit	3	3	3	3	3	3	3	3	3
Stores and spares	28	29	24	20	24	25	26	28	29
Trade receivables	750	745	599	481	433	444	456	440	436
Cash & Cash Equivalents	69	76	244	313	407	476	592	708	773
Debenture redemption reserve	1	10	-	-	-	-	-	-	-
DSRA	115	167	150	201	146	157	119	92	99
Margin GUVNL BG	15	15	-	-	-	-	-	-	-
Loans	2	2	2	2	2	2	2	2	2
Other financial assets	9	9	9	9	9	9	9	9	9
Other current assets	7	7	7	7	7	7	7	7	7
Total current assets	1089	1186	1165	1154	1169	1264	1360	1439	1512

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
TOTAL	4087	4065	4224	4288	4168	4142	4103	4048	4001

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Non-current assets									
Net Block	2325	2208	2075	1942	1826	1692	1578	1443	1309
Intangible assets	16	14	12	10	9	7	5	4	4
Loans	2	2	2	2	2	2	2	2	2
Non-Current Tax Assets	1	1	1	1	1	1	1	1	1
Other Non-Current Assets	11	11	11	11	11	11	11	11	11
Total non-current assets	2354	2235	2100	1965	1848	1712	1596	1460	1326
Current assets									
Raw materials	107	110	114	117	120	125	128	132	137
Advance payments - coal balance	53	54	56	58	59	61	63	65	67
Goods in transit	3	3	3	3	3	3	3	3	3
Stores and spares	30	31	33	34	35	37	38	40	42
Trade receivables	449	465	476	491	503	518	532	547	550
Cash & Cash Equivalents	831	879	940	1015	1119	1185	1301	1510	1038
Debt redemption reserve	-	-	-	-	-	-	-	-	-
DSRA	98	103	105	96	61	49	-	0	0
Margin GUVNL BG	-	-	-	-	-	-	-	-	-
Loans	2	2	2	2	2	2	2	2	2
Other financial assets	9	9	9	9	9	9	9	9	9
Other current assets	7	7	7	7	7	7	7	7	7

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Total current assets	1588	1664	1744	1831	1919	1995	2084	2314	1855
TOTAL	3943	3900	3844	3796	3767	3707	3679	3774	3181

(in INR Cr.)

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Equity									
Equity share capital	963	1009	1043	1063	1063	1063	1063	1063	1063
Instruments entirely equity in nature	170	170	170	170	170	170	170	170	170
Debenture Redemption Reserve	19	19	19	19	19	19	19	19	19
Securities Premium	23	23	23	23	23	23	23	23	23
Retained earnings	(696)	(636)	(535)	(490)	(367)	(223)	(56)	36	87
Total equity	479	585	720	785	907	1051	1219	1310	1362
Non-current Liabilities									
Part A TL/NCD	2115	1983	1780	1527	1363	1163	1023	930	811
Part B NCD	562	562	562	561	561	561	561	560	560
Part B1 OCD	167	220	226	226	226	226	226	226	226
Provisions	7	7	7	7	7	7	7	7	7
Deferred tax liabilities (net)	20	20	20	20	20	20	20	20	20
FGD capex debt	-	-	231	368	357	345	334	323	311
Total non-current liabilities	2870	2792	2825	2709	2534	2322	2170	2066	1935
Current Liabilities									
WC loan bal	325	325	325	325	325	325	325	325	325




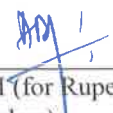














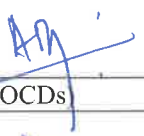







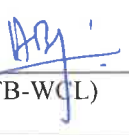



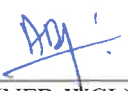


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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Trade payables - Outstanding dues of MSEs	4	4	4	4	4	4	4	4	4
Trade payables	127	150	151	139	162	167	172	178	183
Current maturities of LTB	184	122	138	253	164	200	140	92	119
Current maturities of FGD Capex Debt	-	-	-	11	11	11	11	11	11
Other financial liabilities	61	51	25	25	25	25	25	25	25
Other current liabilities	2	2	2	2	2	2	2	2	2
Provisions	7	7	7	7	7	7	7	7	7
Current tax liability (net)	28	28	28	28	28	28	28	28	28
Total current liabilities	738	688	679	794	727	769	714	672	704
TOTAL	4087	4065	4224	4288	4168	4142	4103	4048	4001

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Equity									
Equity share capital	1063	1063	1063	1063	1063	1063	1063	1063	1063
Instruments entirely equity in nature	170	170	170	170	170	170	170	170	170
Debenture Redemption Reserve	19	19	19	19	19	19	19	19	19
Securities Premium	23	23	23	23	23	23	23	23	23
Retained earnings	154	244	346	472	612	769	950	1124	1244
Total equity	1429	1519	1621	1746	1887	2044	2225	2399	2519
Non-current Liabilities									

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Part A TL/NCD	683	533	367	204	98	0	0	0	0
Part B NCD	560	560	557	555	553	542	530	497	-
Part B1 OCD	226	226	226	226	226	226	226	226	-
Provisions	7	7	7	7	7	7	7	7	7
Deferred tax liabilities (net)	20	20	20	20	20	20	20	20	20
FGD capex debt	300	288	277	266	159	53	0	0	0
Total non-current liabilities	1796	1634	1454	1278	1063	847	783	749	27
Current Liabilities									
WC loan bal	325	325	325	325	325	325	325	325	325
Trade payables - Outstanding dues of MSEs	4	4	4	4	4	4	4	4	4
Trade payables	189	195	201	208	214	222	228	236	245
Current maturities of LTB	127	150	167	162	107	98	-	-	-
Current maturities of FGD Capex Debt	11	11	11	11	106	106	53	-	-
Other financial liabilities	25	25	25	25	25	25	25	25	25
Other current liabilities	2	2	2	2	2	2	2	2	2
Provisions	7	7	7	7	7	7	7	7	7
Current tax liability (net)	28	28	28	28	28	28	28	28	28
Total current liabilities	718	747	770	771	817	816	672	626	635
TOTAL	3943	3900	3844	3796	3767	3708	3679	3774	3181

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Projected Cash Flow Statement

(in INR Cr.)

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Cash Flows - Operating Activities									
Profit Before Tax	9	59	101	45	122	144	168	91	51
Depreciation & amortization	120	119	128	135	135	135	135	134	135
Interest on working capital	28	28	28	28	28	28	28	28	28
Financing Costs	201	194	185	188	177	157	141	125	113
Interest income on DSRA	-5	-9	-7	-6	-7	-6	-6	-4	-4
Cash Flow before changes in WC	353	392	435	389	454	458	465	374	324
Change in coal inventory & advance	-67	-34	1	13	-24	-5	-6	-6	-6
Change in receivables incl >180 Days	-35	5	146	119	48	-11	-12	16	4
Change in payables	14	23	1	-12	23	5	6	5	6
Cash generated from operations	265	385	583	509	500	447	452	390	328
Tax expense incl actuals - CF	-	-	-	-	-	-	-	-	-
Net cash from operating activities	265	385	583	509	500	447	452	390	328
Cash Flows from Investing									
Capex	-11	-	-308	-210	-	-13	-	-	-15
Net cash from investing activities	-11	-	-308	-210	-	-13	-	-	-15
Cash Flows from Financing									
Issue from proceed of Equity incl. FGD	60	46	34	20					
Existing debt repayment	-54	-	-	-	-	-	-	-	-
FGD capex debt drawdown	-	-	231	149	-	-	-	-	-
FGD capex debt repayment	-	-	-	-	-11	-11	-11	-11	-11
FGD capex Interest	-	-	-10	-28	-32	-31	-30	-29	-28

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Interest on working capital	-28	-28	-28	-28	-28	-28	-28	-28	-28
LC/BG cost	-1	-1	-1	-1	-1	-1	-1	-1	-1
RTL repayment	-52	-184	-122	-138	-253	-164	-200	-140	-92
IAMCL NCD Repayment	0	-9	-66	-	-	-	-	-	-
NCD Redemption	0	0	0	0	0	0	0	0	0
Part A RTL/NCD interest	-200	-193	-173	-159	-143	-125	-109	-94	-84
NCD Coupon	0	0	0	0	0	0	0	0	0
Conversion of overdue interest into OCD	167	54	6	-	-	-	-	-	-
Conversion of OCD into Equity (Lenders)	33	-	-	-	-	-	-	-	-
OCD Redemption	0	0	0	0	0	0	0	0	0
Change in Debenture Redemption reserve	-1	-8	10	-	-	-	-	-	-
Change in DSRA	-115	-52	18	-51	55	-11	38	27	-7
Interest income on DSRA	5	9	7	6	7	6	6	4	4
Margin for GUVNL BG	-15	-	15	-	-	-	-	-	-
Change in WC loan	3	-	-	-	-	-	-	-	-
Change in other financial liabilities	-10	-10	-26	-	-	-	-	-	-
Net Cash Flow from Financing Activities	-210	-378	-106	-229	-407	-365	-336	-273	-248
Opening Cash	24	69	76	244	313	407	476	592	708
Net Increase/(Decrease) in Cash and Cash Equivalents	44	7	168	69	94	68	116	117	65
Closing Cash	69	76	244	313	407	476	592	708	773

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
Cash Flows - Operating Activities									
Profit Before Tax	67	90	102	126	141	157	181	194	203
Depreciation & amortization	135	135	135	135	136	136	136	135	134
Interest on working capital	28	28	28	28	28	28	28	28	28
Financing Costs	104	92	80	66	51	34	16	3	1
Interest income on DSRA	-4	-4	-4	-4	-3	-2	-2	0	0
Cash Flow before changes in WC	329	341	341	350	351	352	359	360	366
Change in coal inventory & advance	-6	-6	-6	-7	-7	-8	-7	-8	-9
Change in receivables incl >180 Days	-13	-16	-11	-15	-13	-15	-14	-15	-3
Change in payables	6	6	6	6	7	7	6	7	9
Cash generated from operations	315	325	330	335	338	337	345	345	363
Tax expense incl actuals - CF	-	-	-	-	-	-	-	-20	-83
Net cash from operating activities	315	325	330	335	338	337	345	325	280
Cash Flows from Investing									
Capex	-	-16	-	-	-18	-	-20	-	-
Net cash from investing activities	-	-16	-	-	-18	-	-20	-	-
Cash Flows from Financing									
Issue from proceed of Equity incl. FGD	-	-	-	-	-	-	-	-	-
Existing debt repayment	-	-	-	-	-	-	-	-	-
FGD capex debt drawdown	-	-	-	-	-	-	-	-	-
FGD capex debt repayment	-11	-11	-11	-11	-11	-106	-106	-53	-
FGD capex Interest	-27	-26	-25	-24	-23	-18	-9	-1	0
Interest on working capital	-28	-28	-28	-28	-28	-28	-28	-28	-28
LC/BG cost	-1	-1	-1	-1	-1	-1	-1	-1	-1
RTL repayment	-119	-127	-150	-167	-162	-107	-98	-	-

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Particulars	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38	FY 39
IAMCL NCD Repayment	-	-	-	-	-	-	-	-	-
NCD Redemption	0	0	-2	-2	-2	-11	-11	-34	-497
Part A RTL/NCD interest	-75	-65	-53	-40	-26	-14	-5	0	0
NCD Coupon	0	0	0	0	0	0	0	0	0
Conversion of overdue interest into OCD	-	-	-	-	-	-	-	-	-
Conversion of OCD into Equity (Lenders)	-	-	-	-	-	-	-	-	-
OCD Redemption	0	0	0	0	0	0	0	0	-226
Change in Debenture Redemption reserve	-	-	-	-	-	-	-	-	-
Change in DSRA	1	-6	-2	9	34	12	49	0	-
Interest income on DSRA	4	4	4	4	3	2	2	0	0
Margin for GUVNL BG	-	-	-	-	-	-	-	-	-
Change in WC loan	-	-	-	-	-	-	-	-	-
Change in other financial liabilities	-	-	-	-	-	-	-	-	-
Net Cash Flow from Financing Activities	-257	-261	-269	-260	-216	-271	-208	-117	-752
Opening Cash	773	831	879	940	1015	1119	1185	1301	1510
Net Increase/(Decrease) in Cash and Cash Equivalents	58	48	61	75	104	66	117	208	-472
Closing Cash	831	879	940	1015	1119	1185	1301	1510	1038

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE VII

DEED OF ACCESSION

FORMAT OF DEED OF ACCESSION

To: GMR Warora Energy Limited (Borrower)

[Insert Address]


































Credit Facility Providers

[Insert Address] (Facility Agent for Rupee Lenders)

Re: Master Restructuring Agreement dated [●] entered into between the Borrower, Facility Agent and the Credit Facility Providers.




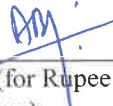







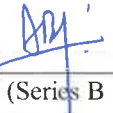






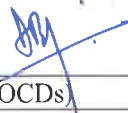







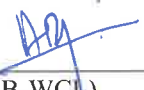



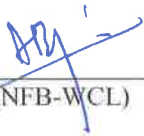


1. We refer to the Master Restructuring Agreement, executed between the GMR Warora Energy Limited (as the Borrower), _____ (as the Facility Agent for the Rupee Lenders) and the Credit Facility Providers.
2. This Deed of accession (Deed of Accession) to the Master Restructuring Agreement executed on this [●] day of [●] (referred to in this Deed of Accession as the **Accession Date** by [●] (**Acceding Lender**).

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

3. Our share in the Existing Facilities are more particularly described in the Annexure hereto.
4. Pursuant to the provisions of Clause [●], of the Master Restructuring Agreement, upon execution of this Deed of Accession, we, the Acceding Lender hereby:
- (a) agreed to bound by and to comply with all the terms, conditions and covenants of the Master Restructuring Agreement, as if we were an original party to the Master Restructuring Agreement on the date of its execution.
- (b) agreed to be entitled to all the benefits and perform all such obligations as may be required of us as a party to the Master Restructuring Agreement.
5. For the purposes of Clause [●] (notices) of the Master Restructuring Agreement, the relevant details of the Acceding Lender are as follows:
- (a) Address: [●]
Attention: [●]
Email ID: [●]
Tel : [●]
6. The Schedules of the Master Restructuring Agreement shall stand amended to the necessary extent as required pursuant to the Acceding Lender agreeing to restructure its Existing Facilities / provide additional loan in terms of this Agreement and in this regard, we hereby further undertake to sign such other documents as may be required to effectuate this accession to the Master Restructuring Agreement.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

7. This Deed of Accession shall be governed by and construed in accordance with the laws of India
8. Capitalized terms used herein but not defined shall have the meaning ascribed to it under the Master Restructuring Agreement.

IN WITNESS WHEREOF, the duly authorized representative of the Acceding Lender, has caused this Deed of Accession to be signed on the Accession Date.




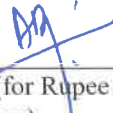
















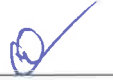





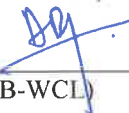



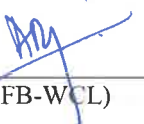


[•], [Insert name of the authorized Officer]

Authorized Officer,
For [Name of the Acceding Lender]

[Insert Place]

[Insert Date]

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE VIII
ADDRESS OF CREDIT FACILITY PROVIDERS, FACILITY AGENT AND BORROWER

For Credit Facility Providers:




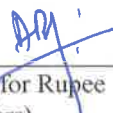







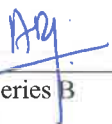






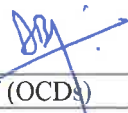














Bank	Branch	Attn	Tel	Email Address
State Bank of India	Corporate Accounts Group Branch at 11 and 12 th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001	Mr. Ajay Nama	011 23374503	rm1.09601@sbi.co.in
Union Bank of India	Industrial Finance Branch Union Bank Bhavan, 239,	Anand Kishore	080-22988218	ifbbangalore@unionbankofindia.bank

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			



















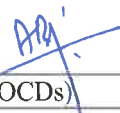














	Vidhan Bhavan Marg, Nariman Point, Mumbai 400021 Branch office at 10/4, Mithra Tower, 1 st Floor, Kasturba Road, Bangalore-560001.			
Punjab National Bank	Large Corporate Branch at Centenary Building, 2 nd Floor MG Road,	Mr. Rakesh Dhar	886118800	bo2273@pnb.co.in

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			































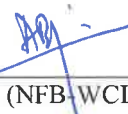


	Bangalore - 560001			
UCO Bank	Flagship Corporate Branch, 212, "PLA Ratna Towers", Anna Salai, Chennai 600006, Tamil Nadu	Mr. U Lokesh	044 28297945	madibb@ucobank.co.in
Bank of Barod a	Corporate Financial Services Branch, 3rd Floor, 10/12 Mumbai Samachar Marg, Fort Mumbai- 400 001	Branch Head	022 22021434	cfsbal@bankofbaroda.com

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB- WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB- WCL)	IDBI (FB-WCL)			




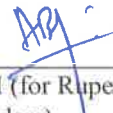







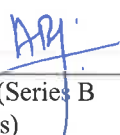


















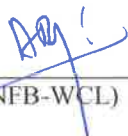


Punjab and Sind Bank	Branch Samvert (D0744) 4th Floor, Bank House 21st, Rajendra Place New delhi - 110008	Mr. Parthiban G	040 2475 4330	ho.samvertical@psb.co.in
ICICI Bank Ltd	ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.	Mr. Atul Waichal	99300632 81	atul.waichal@icicibank.com
IIFCL Mutual Fund	5th Floor, Block-02, Plate A, NBCC Tower, East Kidwai Nagar,	Mr. Saravankumar	011 24665900	Cio@iifclmf.com

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

	New Delhi-110 023			
Axis Bank Ltd	Axis House, C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai – 400025.	Mr. Kankan Chatterjee	022 24254045	<u>Kankan.Chatterjee@axisbank.com</u>
IDBI Bank	LCG, 8th Floor, IDBI Tower, World Trade Centre complex, Cuffe Parade, Colaba, Mumbai-400 005	Mr. Ajay Shinde	080 67121093	<u>am.shinde@idbi.co.in</u>

212

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

FOR THE FACILITY AGENT

State Bank of India	Corporate Accounts Group Branch at 11 and 12 th floor, Jawahar Vyapan Bhavan, 1 Tolstoy Marg, New Delhi 110 001	Mr. Ajay Nama	011 23374503	rm1.09601@sbi.co.in
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FOR THE BORROWER

FOR GMR WARORA ENEGRY LTD

Attn: Mr. Sanjay Kumar Babu
 Tel: 011 49882200
 E-mail: energy-secretearial@gmrgroup.in
 Address: New Shakti Bhawan, New Udaan Bhawan Complex, Opp. T3 Terminal, IGI Airport, New Delhi-110037

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE IX

INDICATIVE SACRIFICE BY CREDIT FACILITY PROVIDERS

Indicative sacrifices of the Credit Facility Providers shall be as under:

(i) Sustainable Debt (Part A)

Sacrifice on Sustainable Debt (Part A) has been estimated based on cash flows pertaining to interest rate of 8.5% p.a. and revised repayment schedule till March 31, 2037 (March 31, 2024 for Series A NCD Facility) on Sustainable Debt (Part A). While estimating the NPV of the cash flows for Sustainable Debt (Part A), the interest over the moratorium period of 15 months i.e., April 01, 2021, till June 30, 2022, has not been factored in.

Further, the OCD Facility INR 22,46,01,00,000 (against overdue interest from April 01, 2021, till June 30, 2022) shall be redeemed in 67 structured quarterly instalments from March 31, 2022, to September 30, 2038. Cash flows pertaining to the redemption and coupon payments for OCD Facility have been accounted for while estimating the sacrifice for Sustainable Debt (Part A). As a result, no separate estimation of sacrifice shall be required for OCD Facility.

The discounting factor has been considered in line with the existing interest rates of respective Credit Facility Providers. Credit Facility Providers -wise sacrifice on Sustainable Debt (Part A) is provided below:

SUSTAINABLE DEBT (Part A) - Rupee Loans and Corporate Loans– Sacrifice

(in INR Cr.)

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Credit Facility Providers	Part A (Rupee Loan and Corporate Loans) (a)	Discount Rate	NPV on Part A (b)	NPV on Part B1 (c)	Sacrifice (a-b-c)
SBI	795.07	10.75%	643.56	12.37	139.14
UBI	583.95	10.75%	472.67	9.08	102.20
PNB	292.02	11.70%	225.04	3.92	63.06
UCO	182.90	11.70%	140.98	2.45	39.47
ICICI - 1	77.16	11.40%	60.10	1.08	15.98
ICICI - 2	13.30	11.30%	11.20	0.19	1.91
ICICI - 3	67.95	9.55%	59.36	1.28	7.31
Axis	-	-	-	-	-
P&S	97.61	10.75%	79.01	1.52	17.08
IAMCL(NCD)	75.00	12.00%	62.24	2.57	10.19
IDBI	-	-	-	-	-

Sacrifice numbers are indicative in nature, and the Credit Facility Providers may get the sacrifice numbers verified.

Fund based working capital– Sacrifice

(in INR Cr.)

Credit Facility Providers	FBWC (a)	Discount Rate	NPV (b)	Sacrifice (a-b)
Axis	115	11.10%	112.04	2.96
UBI	121	11.55%	117.34	3.66
UCO	35	11.10%	34.09	0.91

Sacrifice numbers are indicative in nature, and the Credit Facility Providers may get the sacrifice numbers verified.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

(ii) **Unsustainable Debt (Part B and Part B1)**

Sacrifice on Unsustainable Debt (Part B and Part B1) has been estimated based on cash flows pertaining to annual coupon of 0.01% and redemption schedule till September 30, 2038. The discounting factor has been considered in line with the existing interest rates of respective Credit Facility Providers Credit Facility Provider-wise sacrifice on Unsustainable Debt (Part B and Part B1) is provided below:

Series B NCD Facility – Sacrifice

(in INR Cr.)

Credit Facility Providers	Series B NCD Facility	Discount Rates	NPV (b)	Sacrifice (a – b)
SBI	196.29	10.75%	34.48	161.81
UBI	144.17	10.75%	25.32	118.84
PNB	72.09	11.70%	10.96	61.13
UCO	45.15	11.70%	6.86	38.29
ICICI - 1	19.05	11.40%	3.02	16.03
ICICI - 2	3.28	11.30%	0.53	2.75
ICICI - 3	16.77	9.55%	3.56	13.21
Axis	-	-	-	-
P&S	24.10	10.75%	4.23	19.87
IAMCL (NCD)	-	12.00%	-	-
IDBI	-	-	-	-

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Sacrifice numbers are indicative in nature, and the Credit Facility Providers may get the sacrifice numbers verified.

iii. Overall Sacrifice

Credit Facility Provider-wise sacrifice has been tabulated below:

Credit Facility Providerswise Sacrifice

(in INR Cr.)

Credit Facility Providers	Part A (Rupee Loans and Corporate Loans) *	FBWC	Series B NCD Facility	Total
SBI	139.14	-	161.81	300.95
UBI	102.20	3.66	118.84	224.70
PNB	63.06	-	61.13	124.19
UCO	39.47	0.91	38.29	78.67
ICICI - 1	15.98	-	16.03	32.01
ICICI - 2	1.91	-	2.75	4.66
ICICI - 3	7.31	-	13.21	20.52
Axis	-	2.96	-	2.96
P&S	17.08	-	19.87	36.95
IAMCL (NCD)	10.19	-	-	10.19
IDBI	-	-	-	-

*Inclusive of cash flows against OCD Facility

Sacrifice numbers are indicative in nature, and the Credit Facility Providers may get the sacrifice numbers verified.

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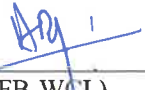



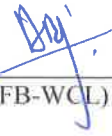


Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

The above sacrifice numbers are indicative, and Credit Facility Providers may crosscheck the sacrifice from their respective treasuries.

BOB Sacrifice as under:

Limits	Rs. In crores		
	Pre	NPV	Sacrifice
Term Loan	136.16	121.01	15.15
Cash Credit	53.75	52.35	1.40
NCD	33.62	5.44	28.18
OCD	12.43	3.56	8.87
Total	235.96	182.36	53.60

The above sacrifice numbers are indicative, and Credit Facility Providers may crosscheck the sacrifice from their respective treasuries.

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE X

INTEREST RATE OF THE CREDIT FACILITY PROVIDERS

Note: Interest to be charged on monthly basis for all the Credit Facility Providers.


































S. No.	Name of the Credit Facility Provider	Interest Rate (in %)
1.	State Bank of India	Floating rate of interest at 1.55% above 6M MCLR @8.50% p.a. from April 01, 2021 till end of loan tenor Spread over 6M MCLR shall be reset every six month from the date of implementation to keep effective rate of interest at 8.50% p.a.
2.	Union Bank of India	Rate of interest at 6 months, MCLR [7.15%] + 1.35% i.e. 8.50% p.a., floating rate at present, with effect from April 01, 2021 to March 31, 2037.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

		Spread over 6M MCLR shall be reset every six month from the date of implementation to keep effective rate of interest at 8.50% p.a.
3.	Punjab National Bank	Rate of interest at 1.55% above 6M MCLR @8.50% p.a. till end of loan tenor Spread over 6M MCLR shall be reset every six month from the date of implementation to keep effective rate of interest at 8.50% p.a.
4.	Bank of Baroda	Rate of interest @8.50% p.a. from April 01, 2021 till end of loan tenor Rate shall be linked to 1 year

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			


































		MCLR. Spread will be reset to keep effective rate of interest at 8.50% p.a.
5.	Punjab and Sind Bank	<p>Floating rate of interest at 1.55% above 6M MCLR @8.50% p.a. from April 01, 2021 till end of loan tenor</p> <p>Spread over 6M MCLR shall be reset every six month from the date of implementation to keep effective rate of interest at 8.50% p.a.</p>
6.	UCO Bank	<p>Rate of interest @8.50% p.a. from April 01, 2021 till end of loan tenor</p> <p>Spread over 6M MCLR shall be reset every six month from the date of implementation to</p>

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

		keep effective rate of interest at 8.50% p.a.
7.	ICICI Bank	<p>The rate of interest on ICICI Corporate Loan Facility shall be sum of MCLR of 1Y+ spread per annum, subject to minimum of MCLR of 1Y, plus applicable statutory levy, if any. However, spread will not be negative and minimum interest rate shall not be less than 8.5% p.a.</p> <p>As on date the MCLR of 1Y is 7.90% and spread is 0.60%.</p> <p>ICICI bank as Corporate Loan Lender shall reset the above interest rate, at the end of every 1 year from the date of first reset of the Corporate Loan Facility as a sum of MCLR of 1Y + spread, to keep effective rate of interest</p>

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

		<p>at 8.50% p.a. Any change in spread would be as communicated by the Corporate Loan Lender (ICICI bank) from time to time.</p> <p>In case of any change in the regulatory requirements pertaining to provisioning norms and/or risk weight applicable to the Corporate Loan Facility, ICICI bank as Corporate Loan Lender may revise the spread to reflect the regulatory change, subject to extant RBI guidelines.</p>
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Note: The Borrower agrees and undertakes an obligation that in case any other Credit Facility Providers charges higher rate of interest/ coupon/coupon rate anytime during the tenor of the Credit Facilities, the same shall be applicable to the other Credit Facility Provider as well.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE XI





















LIST OF LITIGATION DISCLOSED BY THE BORROWER

Litigation involving the Borrower/GWEL as on September 02, 2022

I. BEFORE THE SUPREME COURT:

1. **Civil Appeal No. 5691/2015 - MSEDCL v. GWEL & Ors.**
MSEDCL has preferred a Civil Appeal bearing **CA. No. 5691/2015** before the Supreme Court, challenging the order dated 08.05.2015 passed by APTEL in Appeal No. 304 of 2013. By the order APTEL has reversed the order of MERC and held that (i) MSEDCL is responsible for obtaining connectivity to the STU transmission system for evacuation of power from the Plant Bus Bar; (ii) Till such time the connectivity is obtained, MSEDCL to use GWEL's dedicated transmission system for evacuation of power; (iii) MSEDCL to pay the transmission charges and losses for use of GWEL's dedicated transmission system; (iv) MSEDCL to reimburse the charges already incurred by GWEL for the supply of power using GWEL's dedicated transmission system during the pendency of the Appeal. **Matter is currently pending before Supreme Court.**
2. **Civil Appeal No. 6080/2015 MSETCL v. GWEL & Ors.**
MSETCL has preferred a Civil Appeal bearing **CA. No. 6080/2015** before the Supreme Court, challenging the order dated 08.05.2015 passed by APTEL in Appeal No. 304 of 2013. The matter came up for hearing on 05.10.2015 and the Hon'ble

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Supreme Court after issuing the notice tagged the matter with Civil Appeal No. 5691 of 2015 filed by MSEDCL. **Matter is currently pending before Supreme Court.**

3. **Civil Appeal No. 11095 of 2018- GWEL Vs. CERC & Ors.**

Civil Appeal filed by GWEL before Hon'ble Supreme Court to challenge the order dated 14.08.2018 passed by APTEL in Appeal No. 111/2017. Appeal No. 111 of 2017 was filed to challenge CERC order dated 01.02.2017 in 8/MP/2014. Hon'ble APTEL in the impugned judgment has allowed Coal Pass Through, Busy Season Surcharge and Development Surcharge (BSS & DS) and carrying cost but disallowed withdrawal of deemed export benefit by DGFT, cost for design change in coal handling plant, increase in MAT, sizing and surface transportation charges, etc. **Civil Appeal was listed for hearing on 03.12.2018 and Hon'ble SC has issued notice in the matter (also tagged it with Sasan Civil Appeal). Next date is yet to be notified.**

4. **Civil Appeal No. 11910-11911 of 2018 - DNH Power Distribution Co. Ltd. vs. GWEL**

GWEL filed a petition before CERC (8/MP/2014) against DNH wherein CERC vide its order dated 01 February, 2017 partly allowed certain Change in Laws such as Excise Duty on Coal, Change in Royalty, Clean Energy Cess, Service tax on Coal Transportation, Swachh Bharat Cess etc.

DNH filed an Appeal before APTEL against CERC Order dated 01 February, 2017 w.r.t allowed claims. GWEL also filed an Appeal before APTEL w.r.t the claims disallowed by CERC. APTEL vide its Common judgment dated 14.08.2018 dismissed DNH Appeal No. 290 of 2017 and partly allowed GWEL's Appeal.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

DNH has filed the present Civil Appeal against the APTEL judgment dated 14.08.2018. **On 28.01.2019, SC admitted the matter and tagged the matter with Civil Appeal No. 11095 of 2018 filed by GWEL against APTEL judgment dated 14.8.2018 passed in Appeal No. 111 of 2017 & Appeal No. 290 of 2017. Next date of hearing is yet to be notified.**

5. **Civil Appeal No. 39/2021 - DNH vs CERC & Ors.**

APTEL vide Judgement dated 13.10.2020 dismissed appeal filed by DNH (no. 283/2019) against CERC order dated 16.05.2019 in petition no. 284/MP/2018 wherein LD. CERC computed the compensation for allowed change in law claims; viz coal pass through, busy season surcharge and development surcharge. DNH has appealed against the said Judgment before the Supreme Court. **Appeal is pending.**

6. **Civil Appeal No. 4544/2021 - MSEDCL v. CERC & Ors.**

APTEL vide judgment dated 11.03.2021 passed in Appeal No. 353 of 2019 upheld order of CERC dated 16.05.2019 passed in 8/MP/2014 and 284/MP/2018 which inter alia allowed following claims of GWEL:

- (i) Compensation for increase in busy season surcharge and development surcharge on coal transportation till 14.01.2018
- (ii) Compensation for entire actual coal shortage without imposing restrictions in terms of any percentage of ACQ
- (iii) Compensation for shortfall of coal because of SHAKTI policy
- (iv) Change in quality of coal pursuant to MoEF&CC Notification dated 11.07.2012

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

(v) Carrying cost

The judgment dated 11.03.2021 of APTEL was passed on the basis of its earlier judgments dated 14.09.2020 and 13.10.2020 passed in Appeal No. 182/2019 and Appeal No. 283/2019 respectively. Appeals against said judgments dated 14.09.2020 and 13.10.2020 are pending before the Supreme Court. MSEDCL has also filed civil appeal against the APTEL judgment dated 11.03.2021. **The said appeal is pending.**



















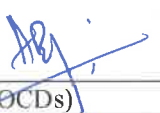














7. **Civil Appeal 6927/2021 – MSEDCL v. CERC & Ors.**

APTEL vide Judgment dated 16.07.2021, while dismissing MSEDCL's Appeal No. 342/2019 against CERC Order dated 15.11.2018 held that Station Heat Rate provided during the bid cannot be considered for computing change in law and that the GCV of coal to be considered is on 'As-Received Basis' for purposes of computing compensation. APTEL further directed MSEDCL to make payment of Rs. 61.66 Cr. MSEDCL has filed the captioned civil appeal against APTEL Judgment dated 16.07.2021 which is yet to be listed.

II. BEFORE THE HON'BLE HIGH COURT

7. TANGEDCO has filed Writ Petition No. 5785 of 2018 before Hon'ble Delhi High Court to challenge the Hon'ble CERC Notifications dated 08.12.2017 wherein Hon'ble CERC amended the old escalation rates (retrospectively) for payment of Energy/Fuel Charges under the PPAs. The Notifications were issued by CERC based on the corrected Wholesale Price Index for non-coking coal provided by the Office of the Economic Adviser (OEA), Department of Industrial Policy & promotion (DIPP), Ministry of Commerce and Industry. TANGEDCO has challenged the said

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

notifications on the ground that Hon'ble CERC has amended the old escalation rate notified on 08.10.2012, 01.04.2013, 07.10.2013, and 7.10.2014 retrospectively and done the same unilaterally without following the principle of natural justice, without consulting the various stakeholders which is arbitrary in nature. Due to change in Delhi High Court roster matter transferred before the bench of J. Suresh Kait. Application filed by TANGEDCO seeking modification of order dated 28.08.2018 was dismissed by the Hon'ble Court on 08.01.2019. On 08.01.2019, Court directed TANGEDCO to make payment for the period April, 2017 to November 2017 and July 2018 to December 2018. On 08.03.2019, TANGEDCO filed an application seeking 2 months' time to comply with the Order dated 08.1.2019 and the same was allowed by the Court vide its order dated 12.03.2019. Further, TANGEDCO's application seeking amendment of the writ wherein it prayed to challenge the notification dated 01.06.2018 along with clarification dated 26.07.2018 was also allowed, subject to the right of the Respondents to take objections at subsequent stage. Delhi High Court vide order dt. 18.12.2020 directed Tangedco to release balance payment as per its interim payment orders to all generators including GWEL. **Listed for hearing on 19.10.2022.**

8.
9.

GWEL vs UT of Dadra & Nagar Haveli and Daman Diu & Ors. - WP (C) no. 3083/2021 : GWEL filed petition before Bombay High Court challenging the transfer scheme wrt privatization of the distribution business of DNH Power Distribution Co. Ltd. on the ground that the transfer scheme does not contemplate transfer of GWEL liabilities to the new company thereby discriminating GWEL from the other generators supply power to DNH and whose liability will be transferred and discharged by the new company to be incorporated for purposes of the said

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			












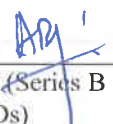






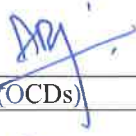














privatization of the distribution business. Notice has been issued. **Next date in the matter is to be notified.**

10. **Writ Petition No.5002/2021 GWEL v. Maharashtra Industrial Development Corporation ('MIDC') & Others**

GWEL pays water supply charges for water utilized by it for its power plant at Warora to MIDC. In terms of MIDC letter dated 17.04.2018, GWEL was paying water supply charges at the rate of Rs.2.20 per cum to MIDC. However, pursuant to letter dated 10.11.2021, MIDC retrospectively increased the water supply rate from 2017-18 onwards. A sum of Rs.14,3232,294.91 was demanded as outstanding for the period FY 2017-18 till FY 2020-21. The said outstanding was to proposed to be recovered from the bills of Oct, 21 to Feb 22 at an ad hoc rate of Rs.23.80 per cum. MIDC also raised invoice dated 24.11.2021 on the basis of the revised rates for the month of October, 2021. MIDC also issued Notice for Disconnection in case of non-payment of arrears by GWEL by 08.12.2021. GWEL filed the above-mentioned writ petition before Bombay High Court (Nagpur Bench) for quashing/setting aside the impugned letter dated 10.11.2021, invoice dated 24.11.2021 and notice dated 08.12.2021 issued by MIDC and also sought interim orders for staying operation of the same. Notice in the matter was issued on 07.12.2021. On the said date court also granted interim orders staying operation of impugned letter dated 10.11.2021, invoice dated 24.11.2021 and notice dated 08.12.2021 issued by MIDC inter alia subject to GWEL paying water supply charges at the current rate of Rs.2.20 per cum. **Next date in the matter is to be notified.**

III. BEFORE THE REGULATORY FORA:

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

APTEL

11. **GWEL has filed an Appeal No. 163 of 2018** before APTEL against the order dated 16.03.2018 passed in Petition No. 1/MP/2017 by Hon'ble Central Electricity Regulatory Commission (CERC) disallowing the Change in Law claims of GWEL under the PPAs executed with MSEDCL, DNH and TANGEDCO. Hon'ble CERC vide order dated 16.03.2018 has disallowed following change in law events: (i) Increase in Crushing/Sizing Charges of coal; (ii) Increase in surface transportation charges; (iii) Increase in Busy Season Surcharge; (iv) levy of coal & coke terminal charges; (v) increase in MAT; (vi) increase in working capital; (vi) Carrying cost etc. Vide order dated 27.05.2019, APTEL allowed GWEL's application for amendment of appeal. **Pleadings complete. Next date of hearing is 28.09.2022.**
12. **DNH Cross Appeal: Appeal No. 350 of 2018** - DNH has filed cross Appeal against the order dated 16.03.2018 passed by CERC in Petition No. 1/MP/2017, wherein CERC allowed Change in Law claims: VAT, Swachh Bharat Cess, Clean Energy Cess, NCDP (coal pass through), Service Tax on Transportation of fly ash, Krishi Kalyan Cess, NMET and DMF, Paryavaran & Vikas Upkar, CVD and Excise Duty on spares and equipment's and Central Excise Duty on assessable value of coal in favor of GWEL. Pleadings complete. **Matter is listed for hearing on 18.07.2022.**
13. **TANGEDCO Cross Appeal No. 289 of 2018-** Appeal is filed before APTEL to challenge the CERC order dated 16.03.2018 in Petition No. 1/MP/2017. TANGEDCO is challenging the order of CERC for allowing Coal Pass Through, Levy of Swachh Bharat Cess, Change in Assessable value of central excise duty, Levy of charges for transportation of fly ash. TANGEDCO in its Appeal also raising

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

the question on application of CERC Escalation Indices by GWEL in the energy charges and capacity charge components while raising the invoices which covers taxes, duties, levies and cess and on interpretation of PPA. Order dated 05.12.2018 passed by APTEL on IA (for stay) directing TANGEDCO to pay 80% of the amount. In terms of MOM dated 12.11.2021, an amount of Rs.73,66,12,891/- was reconciled as payable by TANGEDCO to GWEL towards change in law claims of GWEL for the period from October 15 to June 21. TANGEDCO is liable to withdraw the present appeal on payment of the said amount. CERC vide judgment dated 20.01.2022 passed in GWEL's execution petition No. 286 of 2018 directed TANGEDCO to make payment of the reconciled amount of Rs.73,66,12,891/-. The payment has been received. **Matter is listed on 16.09.2022.**




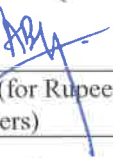







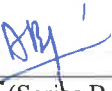






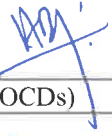














14. **Appeal No. 417/2019, APP v. CERC & Others**

GWEL had been made proforma party in **petition being no. 92 of 2015** filed by PGCIL in CERC seeking certain clarification in relation to the calculation of relinquishment charges. CERC has passed order in the said matter on 08.03.2019 fastening liability of relinquishment charges on power companies. However, there is no crystallized financial liability on GWEL in this regard. Appeals have been filed by various generators and Association of Power Producers in APTEL against this order being Appeal no. 417/2019. **Pleadings are complete in the matter. Next date of hearing before Court is 09.09.2022.**

15. **Review Petition no. 8/2019 in Appeal no. 363 of 2017**

GWEL has filed said review petition against dismissal of 153/MP/2016 wherein a bill raised by PGCIL for the relinquishment charges for shifting from MTOA to LTOA for the supply to TANGEDCO is challenged. As per PGCIL this is

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

relinquishment of MTOA. Judgment passed by APTEL on 11.04.2019 holding GWEL liable to pay relinquishment charges to the tune of INR 2.5 Crores. We have filed an Appeal before Supreme Court with Dairy No. 21882/19 on 26.06.2019. This Appeal has been dismissed by SC on 26.07.2019 with the liberty to file Review Application before APTEL. GWEL has filed Review Petition before APTEL and the same is pending.

16. **Appeal No. 212 of 2018 MSEDCL Vs. MERC & Ors.** - Appeal filed by MSEDCL against the order dated 23.03.2018 passed by Ld. MERC in Case No. 46 of 2017 wherein Ld. MERC has directed MSEDCL to release the retained amount w.r.t Fuel Adjustment Cost (FAC) with applicable interest to GWEL for the period Apr 2016 to October 2016. MSEDCL has filed a Petition No. 46 of 2017 under Regulation 85 and 94 of MERC (Conduct of Business) Regulations, 2004, for modification of the directives of the Ld. MERC dated 01.03.2017 for refund of FAC for the period April 2016 to October 2016 amounting to Rs. 369.54 Cr. to consumers. It is pertinent to note that MSEDCL has calculated FAC for April to October 2016 (fall under FY 2016-17), as per earlier Multi Year Tariff (MYT) order 26.06.2015 in Case No. 121 of 2014 (Which was for FY 2015-16). The Ld. MERC in MYT Petition No. 48 of 2016 vide order dated 03.11.2016 has approved the power purchase cost for FY 2016-17 and directed MSEDCL to take post facto approval from Ld. MERC before levying FAC to ensure that it is being levied correctly. However, till the issue of MYT order 03.11.2016, MSEDCL has already levied FAC upto July 2016 based on the power purchase cost approved for FY 2015-16. Ld. MERC has observed that if the FAC for April to October 2016 which was calculated by MSEDCL based on the 2015 MYT order is not re-calculated as per MYT order for 2016 there would be a large difference between the revenue collected through FAC and the variation in power

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

purchase cost which result in burdening the consumers/Licensee with carrying cost at the time of True-up. Ld. MERC after scrutinizing the various submissions of MSEDCL has directed MSEDCL to re-calculate the FAC for April to October 2016 based on new MYT order 03.11.2016 and resultant re-calculated FAC shall be passed on to the consumers. Ld. MERC has directed MSEDCL to refund 369.54 Cr. to consumers in 7 equal installments with holding cost as it pertains to the period of 7 months of April to October 2016. **Pleadings complete. Next date of hearing is 28.10.2022.**































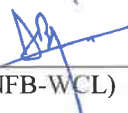


17. **Appeal No. 143 of 2019- GMR Warora Energy Limited Vs. Maharashtra Electricity Regulatory Commission & Ors.- against Order dated 24.10.2018**

GMR Warora Energy Limited has filed the present Appeal challenging the Order dated 24.10.2018 passed by MERC in Case No. 186 of 2018 holding that cumulative availability would be adjusted at the end of each trimester of the year instead of adjustment at the end of the year. APTEL issued notice on 09.04.2019. APTEL vide order dated 16.04.2019 stayed the operation of the MERC order dated 24.10.2018. **Matter is currently pending before APTEL.**

18. **Appeal No. 305/2019 (DFR 2153/2019) - GWEL Vs. CERC and Ors.- Appeal against CERC order dated 02.04.2019 passed in 71/MP/2018**

GWEL filed petition no. 71/MP/ 2018 before CERC seeking compensation for certain change in law events during the operation period. CERC vide its Order dated 02.04.2019 disallowed certain Change in Law Claims of GWEL such as: (i) CSR as per Companies Act, 2013 (ii) CSR as per Environment Clearance; and (iii) Levy of GST on O& M Contracts.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Aggrieved against the CERC order dated 02.04.2019, GWEL has filed an appeal before APTEL qua disallowed claims. **Pleadings complete. Matter is listed on 05.09.2022.**

19. **Appeal No. 322 of 2019 (DFR 1841 of 2019)- Odisha Power Generation Corporation Limited and Ors. Vs. CERC and Ors.**

CERC vide order dated 08.03.2019 passed in 92/MP/2015 held that the objective of Regulation 18 of Connectivity Regulations, 2010 was to ensure sufficient recovery of compensation from a relinquishing entity so that transmission assets built at their behest are serviced adequately.

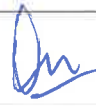

















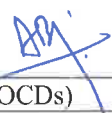











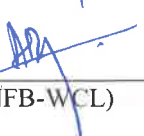


OPGCL has preferred this appeal before APTEL against CERC order dated 08.03.2019. OPGCL was not a party before CERC in 92/MP/2015 and has therefore sought a leave to Appeal as well. On 07.08.2019, leave to Appeal has been allowed. **On 18.09.2019, appeal was admitted. Pleadings are complete. Next date before court is 09.09.2022.**

20. **Appeal 38/2021- DNH vs CERC & Anr.- DNH Appeal against CERC Order dated 02.04.2019 passed in Appeal No. 71/MP/2018**

DNH has filed this appeal against CERC Order dated 02.04.2019 passed in 71/MP/2018. CERC vide its order partly allowed GWEL petition filed seeking compensation for certain change in law claims.






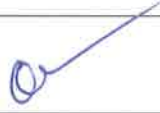



























CERC Vide its Order dated 02.04.2019 allowed following change in law claims (i) Evacuation Facility Charges; & (ii) Carrying Cost. Matter was listed on 20.02.2020 and notice was issued. **Next date of hearing is 05.09.2022.**

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

21. **GWEL v. MSEDCL & Anr. E.P. No.12/2021:** GWEL has filed the said execution petition for recovery of Rs.86.31 crore from MSEDCL in terms of order dated 11.03.2021 passed in Appeal No. 353/2019. Vide order dated 24.09.2021 APTEL after recording contention of MSEDCL that it has made payment of Rs. 98.21 crores to GWEL, directed MSEDCL to make payment of balance amount to GWEL in terms of order dated 11.03.2021 within two weeks from the date of order. 57.64 crores was received from MSEDCL on 21.10.2021. CA 1843/2021 filed by MSEDCL before Supreme Court with respect to LPS was dismissed on 08.10.2021. Therefore, APTEL directed MSEDCL to make payment of LPS. MSEDCL undertook to pay the same within 3 weeks from date of order. LPS amount of Rs.32.25 crore was received from MSEDCL in December, 2021. **Matter is now listed on 12.10.2022.**
22. **GWEL vs MSEDCL & Ors. – EP 14/2021:** APTEL vide Judgment dated 16.07.2021, while dismissing MSEDCL's appeal against CERC Order dated 15.11.2018 held that Station Heat Rate provided during the bid cannot be considered for computing change in law and that the GCV of coal to be considered is on 'As-Received Basis' for purposes of computing compensation. APTEL further directed MSEDCL to make payment of Rs. 61.66 Cr. GWEL has now filed petition for implementation of the APTEL Judgement dated 16.07.2021. Notice was issued on 22.10.2021. **Next date of hearing is 12.10.2022.**
23. **GWEL vs DNH – EP 3 of 2021 (Diary no. 45/2021) :** APTEL vide Judgement dated 13.10.2020 dismissed appeal filed by DNH (no. 283/2019) against CERC order dated 16.05.2019 in petition no. 284/MP/2018 wherein LD. CERC computed the compensation for allowed change in law claims; viz coal pass through, busy season


































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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

surcharge and development surcharge. Since DNH failed to release payment despite dismissal of its appeal, GWEL filed petition for implementation of the APTEL judgment dated 13.10.2020 and for release of payment of Rs. 170 Cr. approx. **Matter is listed before Court-1, APTEL on 23.09.2022.**

24. **DNH v. CERC & Another – Appeal 80 of 2022:** CERC vide Judgment dated 20.01.2022 read with Corrigendum Order dated 04.02.2022 passed in 594/MP/2020 allowed GWEL claim for payment of capacity charges for the period 26.03.2020 to June, 2020 alongwith LPS, which DNH refused to pay citing force majeure on the ground of Covid-19 pandemic. DNH has filed an appeal against the judgment dated 20.01.2022. Notice was issued in the appeal. Matter is pending for completion of pleadings. APTEL has vide order dated 21.06.2022 granted interim protection to DNH with reference to the interim order dated 07.06.2022 passed by CERC in 126/MP/2022 (petition filed by GWEL for execution of order judgment dated 20.01.2022 in 594/MP/2020) by directing DNH to pay 25% of the principal amount of Rs.132.03 crores within one week from the date of the order to GWEL and to deposit the remaining balance of the principal amount in an interest bearing fixed deposit with a nationalized bank within two weeks from the date of the order. **Matter is currently pending and next date to be notified in due course.**
25. **TANGEDCO v. GWEL – DFR 103 of 2022** – TANGEDCO has filed an appeal against Order dated 04.02.2022 passed by CERC in Petition No.114/MP/2019. Pursuant to order dated 04.02.2022 CERC held that TANGEDCO is liable to pay capacity charges as per PPA for the period from November 2015 to March 2016 irrespective of grid constraint and is also liable to pay late payment surcharge for the

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

unpaid amount in terms of PPA. Notice has been issued in the appeal. **Matter is reserved for orders by APTEL on 05.08.2022.**

CERC

26. **208/MP/2019- GWEL Vs. MSEDCL and Anr.- Implementation petition filed by GWEL w.r.t CERC order dated 16.05.2019 passed in 284/MP/2018**


































CERC passed its final order on 16.05.2019 in GWEL petition (284/MP/2018) and held as under:-

- (i) Increase in BSS and DS were allowed as Change in Law events till 14.01.2018;
- (ii) Compensation for shortfall in coal quantity allowed vis-a-vis the quantum assured in LoA/FSA. Thereby, actual shortfall in supply of domestic coal with reference to ACQ quantum under FSA allowed
- (iii) GWEL was entitled to shortfall for Coal after 31.03.2017 i.e. under Shakti Scheme;
- (iv) Shakti Scheme was held to be continuation of NCDP and a change in law.
- (v) Carrying Cost;

GWEL had filed the petition (284/MP/2018) before CERC pursuant to APTEL judgment dated 14.08.2018 passed in GWEL Appeal No.111 of 2017 wherein Coal Pass through (CPT), Busy season surcharge & Development Surcharge, and carrying cost etc. were allowed in favor of GWEL and matter was remanded to CERC for passing consequential orders.

GWEL has filed this petition seeking execution of order dated 16.05.2019 passed in 284/MP/2018 and for initiation of proceedings under section 142 of Electricity

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

Act, 2003 against MSEDCL and DNH. Petition was filed on 20.07.2019 and admitted on 05.09.2019. Pleadings incomplete. Next date is yet to be notified.

27. 241/MP/2019 (Diary No. 343 of 2019)- GWEL Vs. Power System Operation Corporation Limited and Ors.- Incorrect recording of SEM



























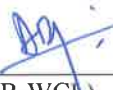



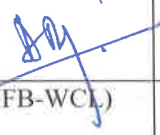


GWEL has filed this petition seeking recovery of INR 74 Lakhs for commercial losses suffered due to incorrect recording of SEM meter.

On account of under-recording by Special Energy Meter ("SEM") at line-1 at Bhadrawati end (PGCIL-end), incorrect data was recorded from 26.04.2018 to 25.05.2018 ("Relevant period"). The under-recording was identified on 03.05.2018 and rectified on 25.05.2018, after a delay of 22 days.

In the intervening period, the injection was computed by Western Regional Load Despatch Centre ("WRLDC") using the standby meter readings of line 1 at GWEL end after applying notional losses of 2%. However, the notional loss of 2% applied by WRLDC is higher than the actual transmission loss during the Relevant Period. As a result of this, GWEL is being wrongly penalized and has incurred major losses of approximately Rs. 3-4 lakhs daily, aggregating to Rs. 74 lakhs for the Relevant Period. **Petition has been filed on 01.08.2019. On 05.11.2019, Petition was admitted and notice issued to the Respondents. Next date is yet to be notified.**


































28. 25/MP/2020- GWEL Petition for AIWIB and Washery Coal before CERC
APTEL vide its judgment dated 14.08.2018 passed in Appeal No. 111 of 2017 and Appeal No. 290 of 2017 allowed certain claims of GWEL viz. NCDP, Change in coal

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

quality based on MoEF notification, BSS, DS and Carrying Cost and remanded matter to CERC for passing consequential reliefs. GWEL filed petition (284/MP/2018) before CERC. CERC passed its order dated 16.05.2019 and set out the mechanism for compensation in relation to the aforesaid claims. The methodology for computing compensation on account of shortfall in linkage coal included compensation on account of As-Is-Where-Is-Basis coal and washery coal. However, since particulars regarding As-Is-Where-Is-Basis coal and washery coal were yet to be compiled, this Hon'ble Commission granted liberty to GWEL to approach this Hon'ble Commission with relevant particulars in order to determine the impact. Accordingly, GWEL has filed this petition seeking compensation for As-Is-Where-Is-Basis coal and washery coal. Petition admitted on 12.02.2020. Matter is stage of completion of pleadings. **Matter is listed for hearing on 22.09.2022.**

29. **MSEDCL v. GWEL – 187/MP/2021**: MSEDCL has filed petition seeking rebate in fixed charges, interest free deferment of capacity charges and reduced late payment surcharge on account of Covid-19 pandemic in view of the Ministry of Power Notification dated 15.05.2020/16.05.2020. Matter was listed for hearing and vide order dated 27.06.2022 matter was dismissed at the admission stage itself.
30. **GWEL v. MSEDCL and Others – 158/MP/2022**: GWEL has filed Petition under Section 79 of the Electricity Act, 2003 seeking execution/implementation of the Order dated 22.10.2021 passed by CERC in Petition No. 174/MP/2020 and initiation of proceedings under Section 142 of the Electricity Act, 2003 against MSEDCL and TANGEDCO for compensation of expenses incurred in transportation of fly ash along with carrying cost. GWEL has also prayed for evolving a mechanism for

					
Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

compensating it for the future expenditure incurred for transportation of fly ash.
Matter is yet to be listed for admission hearing.

31. **GWEL v. DNH – 126/MP/2022:** GWEL has filed Petition under Section 79 of the Electricity Act, 2003 seeking execution/implementation of Order dated 20.01.2022 read with Corrigendum Order dated 04.02.2022 passed by CERC in Petition No. 594/MP/2020. Vide order dated 07.06.2022 CERC issued notice in the petition and directed DNH to pay 70% of the outstanding principal amount within two weeks from the date of the order (The said order stands modified in terms of the order dated 21.06.2022 passed in Appeal 80 of 2022) **Next date in the petition is to be notified.** DNH has filed an application being 41/IA/2022 for setting aside the ex-parte order dated 07.06.2022 passed by CERC. The said application is yet to be listed.
32. **GETL and GWEL v. TANGEDCO – 136/MP/2022:** GWEL and GETL have filed Petition under Section 79 of the Electricity Act, 2003 seeking execution/implementation of Order dated 04.02.2022 passed by CERC in Petition No.114/MP/2019. Pursuant to order dated 04.02.2022 CERC held that TANGEDCO is liable to pay capacity charges as per PPA for the period from November 2015 to March 2016 irrespective of grid constraint and is also liable to pay late payment surcharge for the unpaid amount in terms of PPA. **Next date in the petition is to be notified.**
33. **GWEL vs. DNH Power Distribution Corporation Limited & Anr - 240/MP/2019:** GWEL has filed this petition seeking compensation on account of unprecedented and unforeseen increase in the shared ISTS charges due to the following change in law events:-

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

1. Unforeseen increase in the PoC Charges notified by CERC since the cut -off date for DNH PPA i.e. 01.06.2012;
2. Introduction of HVDC Charges and Reliability Support Charges by CERC introduced vide CERC (Sharing of Inter State Transmission Charges and Losses) (Third Amendment) Regulations, 2015

Vide the instant petition, Petitioner has sought for compensation for an amount of INR 65.76 Cr. till June, 2019 on account of afore-mentioned events. Further, GWEL has also sought a direction for increase in ISTS charges in future along with carrying cost. **Matter is reserved for Orders by CERC on 22.08.2022.**

IV. BEFORE VARIOUS COURTS - Civil Proceedings

34. A suit bearing Reg. C.S. No. 114/2012 has been filed by Wardha Power Co. Ltd. (the "Plaintiff") against GWEL before the Civil Judge (Junior Division) at Warora (the "Court"). The Plaintiff has sought perpetual injunction against GWEL regarding access to their land. Vide order dated 11.11.2021 the matter has been dismissed for want of prosecution.
35. A suit bearing Special Civil Suit No. 30/2011 has been filed by Meera Bai and Sumatra (the "Plaintiffs") against Charan Das and four others (the "Defendants") before the Civil Judge Senior Division, Warora (the "Court"). GWEL is Defendant No. 5. Plaintiffs are challenging the right of Defendants 1 & 2 over the money received by their father from Defendant 5 and have sought declaration of their share in the said money and permanent injunction restraining the defendants 3 & 4 from releasing money in favour of the Defendants 1 & 2. There is no relief sought against

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

GWEL which is Defendant 5. **Evidence is still pending. Next date of hearing not yet confirmed.**


































36. A suit bearing Reg. C.S. No. 2/2012 has been filed by Mahesh Vinayak Kedar (the "Plaintiff") against GMR Power Co. before the Civil Judge (Junior Division) at Warora (the "Court"). The Plaintiff initially filed suit for Perpetual Injunction, later application moved to amend it to suit for damages & injunction claiming damages of Rs.1,50,000. **The matter is pending.**
37. A suit bearing Reg. C. S. No. 88 of 2010 has been filed by Panchfula against Bapurao & GWEL before the Civil Judge (Junior Division) at Warora (the "Court") seeking injunction against respondents so that they may be restrained from the suit property or constructing over it. **The matter is still pending.**
38. The High Court of Bombay has suo moto initiated a public interest litigation WP (PIL) 223/2014 in accordance with the directions of the Supreme Court in the writ petition no. 79/2005, wherein the Supreme Court had referred to reducing occupational hazards of employees working in various thermal power stations in the country. In this regard, the High Court has issued a notice to 55 persons (including GWEL) seeking submission of (i) necessary compliance reports to the concerned ministry of the Government of Maharashtra and the Maharashtra Pollution Control Board ("MPCB") and (ii) their periodical reports to the District Legal Services Committee of respective districts in which the power plants are situated. **The matter is still pending.**

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

39. A labour petition ULP No 102/16, is filed against GMR Kamgar Sanghthana & 12 others in Industrial Court, Chandrapur dated 23/01/2017. On 26.04.2017 the respondents submitted their reply. **The matter is pending.**
40. A Civil Suit. No. 44 of 2017 for injunction against GMR Kamgar Sanghthana & 12 others in District Court, Warora seeking restrain against committing illegal activities within the radius of 500 meters of the premise of GWEL. By order dated 18.04.2017 injunction was granted and **the matter is pending.**

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
					
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
					
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
					
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
					
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
					
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

SCHEDULE XII

SANCTION LETTERS OF CREDIT FACILITY PROVIDERS

Name of the Credit Facility Provider	Sanction Ref. & Date
State Bank of India	Ref. No. SBI/IFB/AMT-I/2022-23/18
Union Bank of India (Erstwhile Corporation Bank & Andhra Bank)	Ref. No. IFB-B:Adv:1251:2022-23 dated May 31, 2022
Punjab National Bank (Erstwhile United Bank & Oriental Bank Of Commerce)	Sanction Letter dated June 14, 2022
UCO Bank	IBB(FCC)/MISC/41/2022-23 dated June 02, 2022 & July 13, 2022
Bank of Baroda	CFSBAL:RM4:2022-23:76 dated June 10, 2022
Axis Bank Limited	00AXISB/WB/SAG/VA/2022-23 dated April 21, 2022
IDBI Bank	IDBI/LCG/GWEL/2022-23/508 dated May 09, 2022
IAMCL (NCD)	IAMCL/2021-22/02 dated March 28, 2022
Punjab & Sind Bank	PSB/HO SAMVerT/2022-23/ dated July 12, 2022
ICICI Bank	CAL318770989736

Note: The limits and sub limits to the Borrower shall be as per the respective Sanction Letters of the Credit Facility Providers.

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Borrower	Facility Agent	SBI (for Rupee Lenders)	UBI (for Rupee Lenders)	PNB (for Rupee Lenders)	UCO (for Rupee Lenders)
BOB (for Rupee Lenders)	P&SB (for Rupee Lenders)	ICICI (for Corporate Loan Lender)	IAMCL (Series A NCDs)	SBI (Series B NCDs)	UBI (Series B NCDs)
PNB (Series B NCDs)	UCO (Series B NCDs)	BOB (Series B NCDs)	ICICI (Series B NCDs)	P&SB (Series B NCDs)	SBI (OCDs)
UBI (OCDs)	PNB (OCDs)	UCO (OCDs)	BOB (OCDs)	ICICI (OCDs)	P&SB (OCDs)
IAMCL (OCDs)	Axis (FB-WCL)	UBI (FB-WCL)	UCO (FB-WCL)	BOB (FB-WCL)	Axis (NFB-WCL)
UBI (NFB-WCL)	BOB (NFB-WCL)	IDBI (FB-WCL)			

IN WITNESS WHEREOF, the Borrower has caused its Common Seal to be affixed hereto on the day, month and year first hereinabove written and the Credit Facility Providers and Facility Agent have acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written.

SIGNED AND DELIVERED BY the within named Borrower, GMR WARORA ENERGY LIMITED, by the hand of Mr. VISHAL NAYER its Head Finance and its Authorized Signatory.

For GMR Warora Energy Limited
Nayer
Authorized Signatory

THE COMMON SEAL of the GMR WARORA ENERGY LIMITED has pursuant to the Resolution of its Board of Directors Passed in that behalf on JUNE 23, 2022, hereunto been affixed in the presence of Mr. VISHAL NAYER, its Head Finance and Shri. SURESH CHANDRA Authorized Signatory, who have signed these presents in token thereof.

Nayer
Chandra

SIGNED AND DELIVERED BY the within named Facility Agent (for the Rupee Lenders), STATE BANK OF INDIA by the hand of Mr. ALOK BHUSHAN its ASSISTANT GENERAL MANAGER and authorized official.

कुते भारतीय स्टेट बैंक
For State Bank of India
Hudon
प्राधिकृत हस्ताक्षरकर्ता / Authorized Signatory
औद्योगिक वित्त शाखा, नई दिल्ली
Industrial Finance Branch, New Delhi

SIGNED AND DELIVERED BY the within named STATE BANK OF INDIA (for Rupee Lenders) by the hand of Mr. ALOK BHUSHAN its ASSISTANT GENERAL MANAGER and authorized official.

कुते भारतीय स्टेट बैंक
For State Bank of India
Hudon
प्राधिकृत हस्ताक्षरकर्ता / Authorized Signatory
औद्योगिक वित्त शाखा, नई दिल्ली
Industrial Finance Branch, New Delhi

SIGNED AND DELIVERED BY the within named UNION BANK OF INDIA (for Rupee Lenders) by the hand of Mr. Ashok A. Bhardage its Asst. General Manager and authorized official.

कुते युनियन बैंक ऑफ इंडिया For UNION BANK OF INDIA
Ashok
सहायक महा प्रबंधक / Assistant General Manager
बृहत् कॉर्पोरेट शाखा, बेंगलूर Large Corporate Branch, Bengaluru-01

SIGNED AND DELIVERED BY the within named PUNJAB NATIONAL BANK (for Rupee Lenders) by the hand of Mr. Rajiv Kumar Rai its AGM and authorized official.

कुते पंजाब नेशनल बैंक
For Punjab National Bank
Rajiv Kumar Rai
ला.का.श. Large Corporate Branch
बेंगलूर Bengaluru

SIGNED AND DELIVERED BY the within named UCO BANK (for Rupee Lenders) by the hand of Mr. S. Obaler its Senior Manager and authorized official.

Authorised Signatory
For UCO BANK
International Banking Branch
Chennai-1

Obaler
Senior Manager

SIGNED AND DELIVERED BY the within
named **BANK OF BARODA (for Rupee Lenders)**
by the hand of Mr.
BARAJA PRADHAN its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **PUNJAB AND SIND BANK (for Rupee Lenders)**
by the hand of Mr.
SIMARJIT SINGH KHOKHAR its
and
authorized official.

SIGNED AND DELIVERED BY the within
named **ICICI BANK LIMITED (for Corporate Loan Lender)**
by the hand of Mr.
SARAJI AYUSHI JINDAL its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **IAMCL (for Debenture Holder- Series A NCDs)**
by the hand of Mr.
SARAVANA KUMAR ANANTHAN its
CHIEF INVESTMENT OFFICER and
authorized official.


SIGNED AND DELIVERED BY the within
named **STATE BANK OF INDIA (for Debenture Holders Series B NCDs)**
by the hand of Mr.
ALOK BHUSHAN its
ASSISTANT GENERAL MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **UNION BANK OF INDIA (for Debenture Holders Series B NCDs)**
by the hand of Mr.
Ashok A. Bhandagar its
Asst. General Manager and
authorized official.


SIGNED AND DELIVERED BY the within
named **PUNJAB NATIONAL BANK (for Debenture Holders Series B NCDs)**
by the hand of Mr.
Rajiv Kumar Rai its
AGM and
authorized official.

SIGNED AND DELIVERED BY the within
named **UCO BANK (for Debenture Holders Series B NCDs)**
by the hand of Mr.
A. Obulesu its
Senior Manager and
authorized official.

SIGNED AND DELIVERED BY the within
named **BANK OF BARODA (for Debenture**

 कृते बैंक ऑफ़ बड़ौदा
For Bank of Baroda
Baner
मुख्य प्रबंधक / Chief Manager
सी एफ एस, मुंबई / CFS, Mumbai

कृते पंजाब एण्ड सिंद बैंक
For PUNJAB & SIND BANK
Simarjit Singh Khokhar
मुख्य प्रबंधक / Chief Manager
प्र. का. सौमवर्त / H.O. SAMVART
21, राजेन्द्र प्लेस, नई दिल्ली-110008
21, Rajendra Place, New Delhi-110008

Ayushi Jindal

कृते आई आई एफ सी एल एसेट मैनेजमेंट कंपनी लिमिटेड
For IIFCL Asset Management Co. Ltd.
प्राधिकृत हस्ताक्षरी
Authorised Signatory

कृते भारतीय स्टेट बैंक
For State Bank of India
Alok Bhushan
प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory
औद्योगिक वित्त शाखा, नई दिल्ली
Industrial Finance Branch, New Delhi

कृते यूनियन बैंक ऑफ़ इंडिया For UNION BANK OF INDIA
Ashok A. Bhandagar
सहायक महा प्रबंधक / Assistant General Manager
बृहत कार्पोरेट शाखा, बेंगलूर Large Corporate Branch, Bengaluru-01

Rajiv Kumar Rai
कृते पंजाब नेशनल बैंक
For Punjab National Bank
ला.का.श. Large Corporate Branch
बेंगलूर Bengaluru

Authorised Signatory
For UCO BANK
International Banking Branch
Chennai-1

A. Obulesu
Senior Manager

Holders Series B NCDs) by the hand of Mr. BARNA PRADHAN, its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named ICICI BANK LIMITED (for Debenture
Holders Series B NCDs) by the hand of Mr. AYUSHI JINDAL, its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named PUNJAB AND SIND BANK (for
Debenture Holders Series B NCDs) by the hand of Mr. SIMARJIT SINGH KHOKHAR, its
and
authorized official.

SIGNED AND DELIVERED BY the within
named STATE BANK OF INDIA (for Debenture
Holder -OCDs) by the hand of Mr. ALOK BHUSHAN, its
ASSISTANT GENERAL MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named UNION BANK OF INDIA (for Debenture
Holder -OCDs) by the hand of Mr. Ashok A. Mondal, its
Asst. Gen. Manager and
authorized official.

SIGNED AND DELIVERED BY the within
named PUNJAB NATIONAL BANK (for
Debenture Holder-OCDs) by the hand of Mr. Rajiv Kumar Rai, its
AGM and
authorized official.

SIGNED AND DELIVERED BY the within
named UCO BANK (for Debenture Holder-
OCDs) by the hand of Mr. A. Chatterjee, its
Senior Manager and
authorized official.

SIGNED AND DELIVERED BY the within
named BANK OF BARODA (for Debenture
Holder-OCDs) by the hand of Mr. BARNA PRADHAN, its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named ICICI BANK LIMITED (for Debenture
Holder-OCDs) by the hand of Mr. AYUSHI JINDAL, its

 कृते बैंक ऑफ बड़ौदा
For Bank of Baroda

Barna
मुख्य प्रबंधक / Chief Manager
सी एफ एस, मुंबई / CFS, Mumbai



कृते पंजाब एण्ड सिंध बैंक
For PUNJAB & SIND BANK

Simarjit Singh Khokhar

मुख्य प्रबंधक / Chief Manager
प्र. का. सैमवर्ट / H.O. SAMVERT
21, राजेन्द्र प्लेस, नई दिल्ली-110008
21, Rajendra Place, New Delhi-110008

कृते भारतीय स्टेट बैंक
For State Bank of India

Alok Bhushan

प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory
औद्योगिक वित्त शाखा, नई दिल्ली
Industrial Finance Branch, New Delhi

कृते यूनियन बैंक ऑफ इंडिया For UNION BANK OF INDIA

Ashok A. Mondal
सहायक महा प्रबंधक / Assistant General Manager
महान कार्पोरेट शाखा, बेंगलूर Large Corporate Branch, Bengaluru-01

Rajiv Kumar Rai
कृते पंजाब नैशनल बैंक
For Punjab National Bank
ला.का.श. Large Corporate Branch
बेंगलूर Bengaluru

Authorised Signatory

For UCO BANK
International Banking Branch
Chennai-1

A. Chatterjee

Senior Manager

 कृते बैंक ऑफ बड़ौदा
For Bank of Baroda

Barna
मुख्य प्रबंधक / Chief Manager
सी एफ एस, मुंबई / CFS, Mumbai



CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **PUNJAB AND SIND (for Debenture
Holder-OCDs)** by the hand of Mr.
SIMARJIT SINGH KHOKHAR its
and
authorized official.

SIGNED AND DELIVERED BY the within
named **IAMCL (for Debenture Holder-OCDs)** by
the hand of Mr.
SARAVANA KUMAR ANANTHAN its
CHIEF INVESTMENT OFFICER and
authorized official.

SIGNED AND DELIVERED BY the within
named **AXIS BANK (for Fund Based Working
Capital Lender)** by the hand of Mr.
MOHD ABIS its
DVP and
authorized official.

SIGNED AND DELIVERED BY the within
named **UNION BANK OF INDIA (for Fund
Based Working Capital Lender)** by the hand of
Mr. Ashok A. Bhandage its
Asst. General Manager and
authorized official.

SIGNED AND DELIVERED BY the within
named **UCO BANK (for Fund Based Working
Capital Lender)** by the hand of Mr.
Obayler its
senior manager and
authorized official.

SIGNED AND DELIVERED BY the within
named **BANK OF BARODA (for Fund Based
Working Capital Lender)** by the hand of Mr.
BARNA PRADHAN its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **AXIS BANK (for Non-Fund Based
Working Capital Lender)** by the hand of Mr.
MOHD ABIS its
DVP and
authorized official.

SIGNED AND DELIVERED BY the within
named **UNION BANK OF INDIA (for Non-Fund
Based Working Capital Lender)** by the hand of
Mr. Ashok A. Bhandage its
Asst. General Manager and

कृते पंजाब एण्ड सिंध बैंक
For **PUNJAB & SIND BANK**

[Signature]
मुख्य प्रबंधक / Chief Manager
प्र. का. सेक्टर / H.O. SAMvert
21, राजेन्द्र प्लेस, नई दिल्ली-110008
21, Rajendra Place, New Delhi-110008

A. [Signature]

कृते आई आई एफ सी एल एसेट मैनेजमेंट कंपनी लिमिटेड
For **IIFCL Asset Management Co. Ltd.**

प्राधिकृत हस्ताक्षरी
Authorised Signatory

For **AXIS BANK LTD.**



[Signature]
Authorised Signatory

कृते यूनियन बैंक ऑफ इंडिया For **UNION BANK OF INDIA**

[Signature]
सहायक महा प्रबंधक / Assistant General Manager
बृहत् कार्पोरेट शाखा, बेंगलूरु Large Corporate Branch, Bengaluru-01

For **UCO BANK**
International Banking Branch
Chennai

[Signature]
Senior Manager
कृते बैंक ऑफ बड़ोदा
For **Bank of Baroda**

[Signature]
मुख्य प्रबंधक / Chief Manager
सी एफ एस, मुंबई / CFS, Mumbai

For **AXIS BANK LTD.**



[Signature]
Authorised Signatory

कृते यूनियन बैंक ऑफ इंडिया For **UNION BANK OF INDIA**

[Signature]
सहायक महा प्रबंधक / Assistant General Manager
बृहत् कार्पोरेट शाखा, बेंगलूरु Large Corporate Branch, Bengaluru-01

authorized official.


SIGNED AND DELIVERED BY the within
named **BANK OF BARODA (for Non-Fund
Based Working Capital Lender)** by the hand of
Mr. BARNA PRADHAN, its
CHIEF MANAGER and
authorized official.

SIGNED AND DELIVERED BY the within
named **IDBI BANK (for Non-Fund Based
Working Capital Lender)** by the hand of Mr.
Mohd Zubair Lohan, its
DUM and
authorized official.

 कृते बैंक ऑफ़ बड़ौदा
For Bank of Baroda

Barna
मुख्य प्रबंधक / Chief Manager
सी एफ एस, मुंबई / CFS, Mumbai

कृते आईडीबीआई बैंक लि.
For IDBI BANK LIMITED


प्राधिकृत हस्ताक्षरकर्ता / Auth. Signatory
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