

DECLARATION AND UNDERTAKING – MUMBAI PROPERTY

in relation to:

REGULAR WORKING CAPITAL LIMITS OF RS. 1925.00 CRORES

availed by:

VINDHYA TELELINKS LIMITED

From:

**STATE BANK OF INDIA
AXIS BANK LIMITED
IDBI BANK LIMITED
RBL BANK LIMITED
HDFC BANK LIMITED**

in CONSORTIUM BANKING ARRANGEMENT

of which

**STATE BANK OF INDIA
has been appointed as the
LEAD BANK**

AND

**SBICAP TRUSTEE COMPANY LIMITED
has been appointed as the
SECURITY TRUSTEE**

9th May, 2019



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

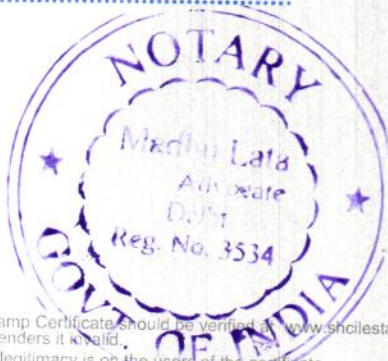
e-Stamp

Certificate No.	: IN-DL83778700456638R
Certificate Issued Date	: 06-May-2019 03:54 PM
Account Reference	: IMPACC (IV)/ dl985103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL98510372749094928445R
Purchased by	: VINDHYA TELELINKS LIMITED
Description of Document	: Article 4 Declaration
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VINDHYA TELELINKS LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: VINDHYA TELELINKS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

THIS STAMP PAPER FORMS AN INTEGRAL
PART OF *Borrower's Declaration & Undertaking*
DATE *9.5.2019* EXECUTED BY
Vindhya Telelinks limited



[Signature]

Statutory Alert:

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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.



सत्यमेव जयते

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Certificate No.	: IN-DL83782102119202R
Certificate Issued Date	: 06-May-2019 03:58 PM
Account Reference	: IMPACC (IV)/ dl985103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL98510372755764148180R
Purchased by	: VINDHYA TELELINKS LIMITED
Description of Document	: Article Undertaking
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VINDHYA TELELINKS LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: VINDHYA TELELINKS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



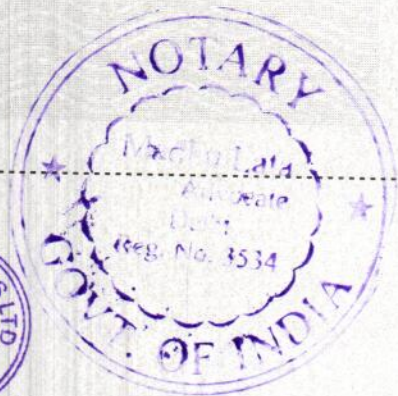
Please write or type below this line.

THIS STAMP PAPER FORMS AN INTEGRAL

PART OF *Borrowers Declaration Undertaking*

DATE *9.5.2019* EXECUTED BY

Vindhya Telelinks limited



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BORROWER'S DECLARATION AND UNDERTAKING

9th May, 2019
New Delhi

To

STATE BANK OF INDIA,
Corporate Accounts Groups Branch
5th Floor, Parsvnath Capital Towers,
Bhai Vir Singh Marg,
Gole Market, New Delhi-110001.

Dear Sir,

Re: Working Capital Facilities amounting to Rs. 1925.00 crores (rupees one thousand nine hundred twenty five crores only) granted by State Bank of India, Axis Bank Limited, IDBI Bank Limited, RBL Bank Limited and HDFC Bank Limited (collectively referred to as the "**Consortium**") in consortium banking arrangement.

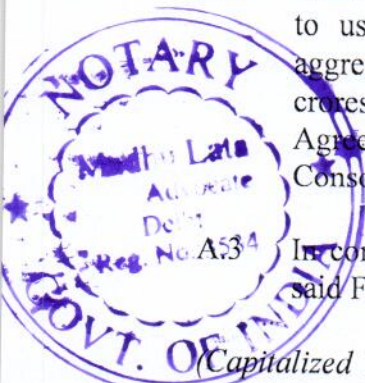
A. BACKGROUND:

A.1 We, **VINDHYA TELELINKS LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at Udyog Vihar, Post Office Chorhata, Rewa, Madhya Pradesh - 486006 and having its Corporate Identification No. L31300MP1983PLC002134 (hereinafter individually referred to as the "**Borrower**", which expression, shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include our successors and permitted assigns) are the Borrower of the Consortium lead by the **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and having one of its branch amongst other places known as Corporate Accounts Groups Branch at 5th Floor, Parsvnath Capital Towers, Bhai Vir Singh Marg, Gole Market, New Delhi-110001 (herein after referred to as the "**SBI**" or "**Lead Bank**", which expression shall, unless repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns).

A.2 That for the purpose of our working capital requirements the Consortium has granted to us various working capital facilities, both fund based and non-fund based, aggregating to Rs. 1925.00 crores (rupees one thousand nine hundred twenty five crores only) (hereinafter referred to as "**Facility**") vide Working Capital Consortium Agreement dated 9th May, 2019, entered into inter-alia between the Borrower and the Consortium (the "**WCCA**")

In consideration of the Consortium having agreed to grant to/ continue with us the said Facility, we hereby undertake the following.

(Capitalized Terms used here, but not specifically defined herein shall have the meaning ascribed to them in the WCCA.)



Vindhya Telelinks Limited, as Borrower

[Signature]

B. **BORROWER'S UNDERTAKING**

- (i) We, the Borrower, hereby declare that, the Borrower has created a mortgage charge over the Office Premises bearing no. 71, 7th floor, admeasuring 2280 sq. feet inclusive of 95 sq. feet A.C. Room and two open parking spaces no. 24 and 25 in the compound of the building known as Free Press House, Plot No. 215, Block III, Backbay Reclamation, Nariman Point, Mumbai (the "**Mumbai Property**") by way of deposit of title deeds on 27.09.2014 by way of actual deposit and on 20.01.2016, 17.03.2017 and 31.01.2018 by way of constructive delivery, in favour of the Lead Bank, the Lead Bank acting for itself and as an agent of the following lenders and for the following credit facilities granted by such lenders, on first pari-passu charge basis:

WC Lenders & Facilities

Sr. No.	Names of WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	722.00
2.	IDBI Bank Limited	160.00
3.	RBL Bank Limited	245.00
4.	HDFC Bank Limited	253.00
	Total	1380.00

(rupees one thousand three hundred eighty crores only)

NFS WC Lenders & Facilities

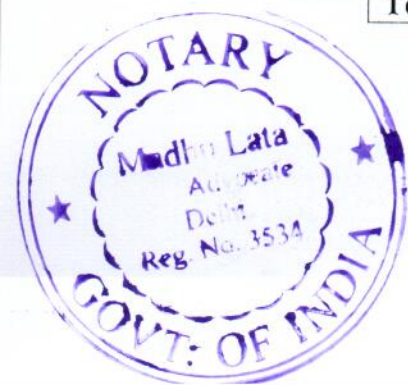
Sr. No.	Names of NFS WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	350.00
2.	IDBI Bank Limited	165.00
3.	RBL Bank Limited	20.00
	Total	535.00

(rupees five hundred thirty five crores only)

NBPDCL WC Lenders & Facilities

Sr. No.	Names of NBPDCL WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	80.00
2.	IDBI Bank Limited	60.00
3.	HDFC Bank Limited	75.00
4.	RBL Bank Limited	35.00
	Total	250.00

(rupees two hundred fifty crores only)



Vindhya Telelinks Limited, as Borrower

[Signature]

Term Lender & Term Loans

Sr. No.	Names of Term Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	50.00 (40.00 + 10.00)
2.	RBL Bank Limited	30.00 (15.00 + 15.00) (Foreign Currency)
3.	RBL Bank Limited	12.50
	Total	92.50

(rupees ninety two crores fifty lakhs only)

Capex LC Lender & Capex LC Facility

Sr. No.	Names of Capex LC Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	8.50
2.	RBL Bank Limited	9.50
	Total	18.00

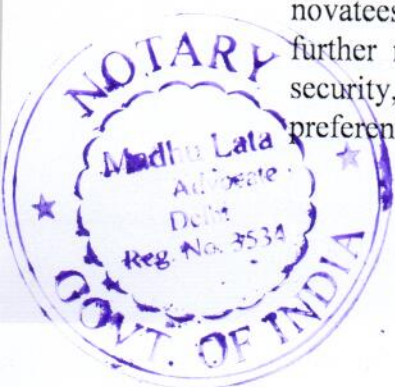
(rupees eighteen crores only)

Other Facilities

Sr. No.	Names of Lender	Facility Type	Commitment (in Rs. crores)
1.	State Bank of India	One time BG Facility (NBPDCCL)	15.00
2.	State Bank of India	One time BG Facility (MPPKVVCL)	18.61
	Total		33.61

(rupees thirty three crores sixty one lakhs only)

- (ii) We, the Borrower, hereby further declare that, save and except the aforesaid mortgage charge in favour of the aforesaid Lenders, no other mortgage, pledge, lien, hypothecation, charge or interest in the nature of security, deed of trust or other encumbrance of any kind, or any other type of preferential arrangement, including without limitation, any agreement to give same effect as any of the foregoing or any conditional sale, whatsoever, has been created by the Borrower over the Mumbai Property.
- (iii) We, the Borrower, hereby irrevocably and unconditionally undertake to you the Consortium and the Lead Bank and to your respective successors, transferees, novatees and assigns that the Borrower shall not create over the Mumbai Property any further mortgage, pledge, lien, hypothecation, charge or interest in the nature of security, deed of trust or other encumbrance of any kind, or any other type of preferential arrangement, including without limitation, any agreement to give same



Vindhya Telelinks Limited, as Borrower

[Signature]

effect as any of the foregoing or any conditional sale, without the prior written permission of the SBI, in that regard.

- (iv) We, the Borrower, are aware that it is on the faith and strength of this understanding that the Consortium has agreed to grant us the said Facility as aforesaid.

C. **GOVERNING LAW AND JURISDICTION**

This Declaration and Undertaking shall be governed and construed in accordance with the laws of India. The courts and tribunals at New Delhi shall have jurisdiction to settle any disputes which may arise in connection herewith.

D. **SPECIFIC PERFORMANCE**

We acknowledge and agree that the terms of this Declaration and Undertaking may be enforced against us by specific performance and that damages may not be an adequate remedy for the breach of any of the provisions of this Deed.

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Vindhya Telelinks Limited, as Borrower

A handwritten signature in blue ink, appearing to be "Vindhya", written over a horizontal line.


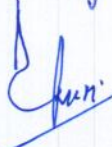
IN WITNESS WHEREOF, we have caused our Common Seal to be affixed hereto on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the Borrower, **VINDHYA TELELINKS LIMITED**, by the hand of **Mr. Yashwant Singh Lodha** its **Managing Director** and authorized official, pursuant to the resolutions of its Board in that behalf on **12.11.2018 & 11.02.2019**.

For VINDHYA TELELINKS LTD


Authorized Signatory

THE **COMMON SEAL OF VINDHYA TELELINKS LIMITED** has pursuant to the resolutions of its Board in that behalf on **12.11.2018 & 11.02.2019**, hereunto been affixed in the presence of (i) **Mr. Yashwant Singh Lodha**, Managing Director who has signed the same, in token thereof; and (ii) **Mr. Rakesh Puri**, its Authorized Official who has countersigned the same, in token thereof.



SIGNATURE ATTESTED


Notary Public Delhi (India)

09 MAY 2019