

**M/s. OMC Power Private Limited**

603, Tower B, Unitech Business Zone,  
Nirvana Country, South City 2, Sector 50,  
Gurgaon, Haryana 122018

Dear Sirs,

With reference to your request for granting of credit facilities, we are pleased to advise that RBL Bank Ltd ("RBL" or "the Bank" or "the Lender") has sanctioned the following credit facilities to you **M/s.OMC Power Private Limited** (Borrower / Company) on the main terms and conditions set out below and other terms and conditions as may be incorporated in the Credit Facility Agreement(s) and other Transaction Documents to be executed shortly.

**Facility Details**

S.No.	Facility and Tenor / Validity	Pricing	Margin	Security
1.0	<p><b>Facility:</b> Term Loan II (TL II)</p> <p><b>Amount:</b> Rs. 20,00,00,000/- (Rupees Twenty crore only)</p> <p><b>Purpose:</b> Capex</p> <p><b>Tenor:</b> 60 Months with moratorium of 3 years</p> <p><b>Nature:</b> - Non Revolving</p> <p><b>Repayment:</b> Equal Quarterly Installments</p> <p><b>Availability Period:</b> 29th Feb 2020</p>	<p><b>Interest:</b> 9.5% pa (Fixed). Interest reset shall be done every 3 months</p>	Nil	<ul style="list-style-type: none"><li>• SBLC from Standard Chartered equivalent to 100% of the facility amount (If in INR) and equivalent to 110% of the facility amount (If in FCY)</li><li>• DSRA of 3 months Interest to be submitted at the time of disbursement. No DSRA shall be applicable on Principal repayment.</li></ul>

**Special Terms & Conditions:**

- **Documentation charges:** 0.05% of the facility amount (subject to maximum of Rs.5 Lacs) plus applicable taxes.
- Borrower to route entire collections through RBL Bank. For non-RBL locations, all cheque/RTGS/e-collections to be routed through RBL Bank and only physical cash deposit allowed with Non-RBL bank branches which subsequently to be transferred to RBL Bank.
- **For Term Loan II:-**
  1. Prepayment penalty of SBLC term loan shall be Nil provided repayment is made 18 months after the first draw down date, else normal norms on pre-payment shall be applicable.
  2. Disbursement shall be done only after receipt of SBLC.
  3. Minimum margin on SBLC for Fx fluctuation should be 10%, in case SBLC does not cover interest & other cost, additional margin of 5% in the form of Fixed Deposits/enhanced SBLC to be submitted, else proportionate limit will be set up. SBLC should cover facility tenor.

**For OMC POWER PRIVATE LIMITED**

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**Authorised Signatory** RBL Bank Ltd.

This offer shall be valid for acceptance by 09.08.2019. Kindly confirm to us, by signing on the duplicate copy of this letter, your acceptance of the foregoing terms and conditions and return the same to us so as to be received by us prior to the above date.

Should you have any query regarding the above terms and conditions, please do not hesitate to contact the right-hand undersigned.

Yours faithfully,  
RBL Bank Ltd

  
Mr. Namit Arora  
(Regional Business Head)

RBL Bank Ltd

  
Mr. Sachin Luthra  
(Relationship Manager)

We, **M/s. OMC Power Private Limited** confirm acceptance of above terms and conditions:

For **OMC POWER PRIVATE LIMITED**

.....  
Signature(s) / **Authorized Signatory**

Title:  
Date:  
Place:

For **OMC POWER PRIVATE LIMITED**

  
**Authorized Signatory**

For **OMC POWER PRIVATE LIMITED**

  
**Authorized Signatory**





## ANNEXURE A

### Conditions Precedents

Execution and submission of the Facility/Security Documentation to satisfaction of Bank :-

- ✓ Accepted Sanction Letter;
- Certified True copy of constitutional documents;
- List of authorized signatory (ies), with their signatures attested by the Borrower's Bankers;
- ✓ Certified true copy of the Borrower's resolution/authorisation accepting the Facilities and authorising particular person(s) to deal with the Bank in this connection and execute required documents;
- Shareholders resolution section 180 1(a) and 180 1(c) of the companies act to be submitted;
- CA certificate certifying that total limits availed from the bank are within the overall borrowing limits of the company u/s 180 1(c) & assets being provided are within the overall limit as prescribed u/s 180 1(a);
- ✓ In case of any threshold/Limit is specified u/s 180 1(a) resolution, then a CA certificate would be required confirming that all securities created as on date including the proposed security creation in favor of RBL will be within the overall security creation limit as approved by Shareholders in Special Resolution;
- ✓ In case Section 180 of Companies Act 2013 is not applicable to the borrower, Declaration from Key Managerial Personnel (KMP) i.e. MD/CFO/ CS/Whole time Director confirming that borrower is not a subsidiary of any Public Ltd. Company to be submitted;
- ✓ Demand Promissory Note alongwith Letter of Continuity to be executed in banks format;
- ✓ Term Loan facility Agreement to be executed in bank's prescribed format;
- ✓ Letter of lien to be executed in the Bank's prescribed format;
- ✓ Multiple UDCs towards repayment In due discharge of the liabilities undertaken in terms of the entire facility to be submitted alongwith the undertaking in banks format;
- Disbursal request to be submitted prior to each disbursement;
- Fax Cum Email Indemnity to be executed in the bank's prescribed format;
- ✓ Debit Authority to be submitted;
- ✓ Legal and Statutory Due Diligence certificate from professional Company Secretary/ Statutory Auditor certifying that all legal and statutory compliances are made by the company, to be submitted upfront and half-yearly thereafter;
- Site Visit to be done by the bank official before disbursement;
- ROC search to be conducted upfront;
- Such other documents as we may reasonably consider to be relevant;

### Conditions Subsequent

- External rating to be done within 6 months of disbursement of Loan;
- UFCE report to be submitted by close of each quarter.
- CA certificate for end use to be submitted within 30 days of disbursement.
- Half yearly update on projects to be shared.
- Stock audit/inspection to be done annually.

**For OMC POWER PRIVATE LIMITED**

✓ ✓

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✓

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**RBL Bank Ltd.**

Branch Office: Upper Ground floor, Hansalaya Building, 15, Barakhamba Road, Connaught Place, New Delhi - 110001 | Tel: +91 011-49365500  
 Registered Office : 1st Lane, Shahupuri, Kolhapur - 416001, India | Tel.: +91 2316650214 | Fax : +91 2312657386  
 CIN : L65191PN1943PLC007308 . E-mail: customercare@rblbank.com

- Maintain below given Covenants -: In case of breach the same shall be treated as event of default.

Covenant	Frequency	Proposed
Land Acquisitions, approvals and Purchase order of 100 sites for Bharti Infratel	By 31st March 2020	To be completed by 31st march 2020.
Land acquisition and approvals for all 90 sites	Half Yearly	Status to be updated by 31st March 2020.
Total Debt/TNW	Half Yearly	To be $\leq 1.0$ at all times, SBLC backed TL from RBL/SMBC will not be included in the total debt for the purpose of calculating Total debt/TNW.

\*in case company does not meet covenant on debt to equity (Half Yearly basis), then with respect to fresh disbursements, funding to be restricted cost net of subsidy & to 50% of total cost based on company request followed by CA certificate within 30 days of disbursement. This would be applicable till debt to equity covenant is met with.

#### Financial / Other covenants:

Till such time the Facilities outstanding to the Bank, you shall pay additional interest @ 2 % above the applicable rate for

- Non submission of financials and other data as may be called for
  - Non perfection of security within permitted timelines
  - Other non-compliances, if any
  - Irregularity / Overdrawings in the a/c
- from time to time at the Bank's request forthwith deliver such information about your business, assets and financial condition to the Bank including but not limited to statements on total amount due and outstanding to other lenders (secured and unsecured);
- Submit details of all lending banks to enable RBL to circulate Exchange of Information as per RBI guidelines;
- The credit facility shall be utilised for the purpose for which it is sanctioned and it should not be utilised for a. subscription of shares /debentures extending loans to subsidiary companies/associates or for making inter corporate deposits. C. Any speculative purposes;
- Any change in capital structure require prior Bank's approval;
- The Borrower to open Salary Accounts for its employees with RBL Bank;
- The Borrower shall submit every quarter a statement including the total outstanding secured and unsecured debt (both long term & short term);
- No dividend to be paid without prior approval of RBL Bank;
- Will not act such that RBL Bank becomes inferior to any other lender present or future;
- furnish to the Bank as soon as possible and in any event not later than 180 days after the close of each financial year an originally signed or certified true copy of your audited balance sheet together with Profit & Loss Account, Auditors' Report and such other statements/reports attached to the balance sheet for the year;

**For OMC POWER PRIVATE LIMITED**

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-  RBL BANK
- ensure that your payment obligations to the Bank under the Unsecured Facilities will at all times rank at least pari passu with all your other present and future unsecured indebtedness;
  - keep the Bank informed of the happening of any event likely to have substantial effect on its business or profit;
  - In case the Bank's rights and/or outstanding dues under this agreement or under any other Transaction Documents, cannot be assigned/transferred for any reason whatsoever, attributable to the Borrower, the said Dues under the agreement shall immediately become due and payable and shall be immediately repaid by the Borrower and the Bank shall be entitled to take any/all action(s).
  - Following E&S conditions to be complied by the borrower:
    - Should there be any notice or direction issued by the State Pollution Control Boards or related agencies, Fire Emergency Services or related agencies, State Labour Department Labour Inspectors or related agencies during the tenure of the facilities, the Borrower will notify the Bank in writing, on official letter head from official email id, within 60 days from receipt of such directions notices. The Borrower will also submit a consolidated statement of receipt or non-receipt of such directions notices to the Bank in writing, on official letter head from official email id, on or before 30th June for the previous financial year.
    - Should there be any incident amounting to fatality, permanent disability and or livelihood loss of any employees and or non-employee contract workers working for or on behalf of the Borrower or as well as fire, explosion and or damage to property occupied owned operated by the Borrower the Borrower will inform the Bank in writing, on official letter head from official email id, within 60 days of occurrence of such incident. Further, The Borrower will submit a consolidated statement of occurrence or non-occurrence of such incidents to the Bank in writing, on official letter head from official email id, on or before 30th June for the previous financial year.

**Other Facility Conditions:-**

**Term Loan (TL):**

- Disbursements will made basis original invoices.
- Re-imbursement of expenses will not be permitted except with bank's prior written approval.
- Borrower to submit statutory auditors end use certificate within 30 days of the disbursement.
- For Term Loan -: Prepayment penalty of SBLC term loan shall be Nil provided repayment is made 18 months after the first draw down date, else normal norms on pre-payment shall be applicable.
- For Term Loan -: Disbursement shall be done only after receipt of SBLC.
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