Annexure - A25

154/1826

पावती

Original/Dublicate

Tuesday, May 19,2015

12:38 PM

नेंदगी के 39स Regru:39M

पावती कं.: 3717

विनोकः 19,05,0015

गावाचे नाव: कोल्हार बुद्रुक

दस्तऐवजाचा अनुक्रमांक: रहत-1826-2015 दस्तऐवजाचा प्रकार: जादा क्षोजाचे गहाणखत

सादर करणाऱ्याचे नाव: प्रवरा रेन्युएवल एनर्जी लि तर्फे व करीता श्रो,अजवसिंग नेहेरोत्रः --

नोंदणी फी

ব. 30000.00

दस्त हाताळणी फी

₹, 1720.00

पृष्ठांची संख्या: 86

एकूण:

হ. 31720.00

आपणास मूळ इस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे 12:50 PM ह्या वेळेस मिळेल.



बाजार मुल्य: रु.0 /-

मोबदला: रु.400000000/-

भरलेले भुद्रांक शुल्क : रु. 1000500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000833799201516M दिनांक: 19/05/2015 बॅकेचे नाव व पत्ता:

2) देवकाचा प्रकार: By Cash रक्कम: रु 1720/-







सूची क्र.2

दुय्यम निबंधक : दु.नि. राहता

दस्त क्रमांक : 1826/2015

नोदंणी : Regn:63m

गावाचे नाव: 1) कोल्हार बुद्रक

्1)विलेखाचा प्रकार

जादा बोजाचे गहाणखत

(2)ভীৰবজা

400000000

(3) बाजारमाव(माडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

(4) भू-सापन, फेटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:अहमदनगर z.p. इतर वर्णन :, इतर माहिती: कोल्हार बु, ता.राहाता 1) गट नं.194/अ/1 क्षेत्र 5 हे 18 आर ,2) गट नं.195/अ/1 क्षेत्र 3 हे 24 आर, 3) गट नं.196/2 क्षेत्र 0 हे 89 आर, 4) गट नं.198/अ/1 क्षेत्र 1 हे 21 आर,5) गट नं.205/अ/2 क्षेत्र 2 हे 02 आर, 6) गट नं.207/अ/1/2 क्षेत्र 1 हे 21 आर , मौजे.लोह्याव ता. राहाता 1) गट नं.81/2 क्षेत्र 1 हे 97 आर , 2) गट नं.80/2 क्षेत्र 0 हे 86 आर ,3) गट नं.85/2 क्षेत्र 1 हे 26 आर,4) गट नं.115/2/2 क्षेत्र 2 हे 73 आर.((GAT NUMBER : 194 ;)) इतर हजा :

(5) क्षेत्रफळ

1) 5.4800 हेक्टर . आर पोटखराब क्षेत्र : 0.0 हेक्टर . आर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-क्रु पक्षकाराचे नाव किंवा दिवाणीं न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव द पत्ताः

1): नाव:-प्रवरा रेन्युएबल एनर्जी लि तर्फे व करीता श्री अजयसिंग मेहेरोत्रा - - वय:-58; पत्ता:-प्लॉट न: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: रा.गेमन हाऊस, प्रभादेवी, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन नं:-ABBPM2007P

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाद व पत्ता

1): नाव:-सेंट्रल बॅक ऑफ इंडिया औदयोगीक वित्त शाखा नरिमन पॉईट मुंबई तर्फे व करीता शाम राज़ - - वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: नरियन पॉईट , मुंबई, रोड नं: -, महाराष्ट्र, मुस्बई. पिन कोड:-400021 पॅन नं:-BKMPG0190C 2): नाव:-कॉर्पोरेशन बैंक शाखा सी बी बी अंधेरी इस्ट तर्फे व करीता मि,प्रभाकरन एस - -वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: इगल्स फलाईट, अंधेरी पुर्व, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन केंडि:-400093 पैन नः-

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/05/2015

굗 (10)दस्त नोंदर्णी केल्याचा दिनांक

19/05/2015

(11)अनुक्रमांक,खंड व पृष्ठ

1826/2015

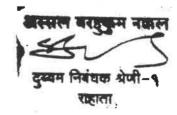
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1000500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा



मुल्यांकनासाठी विचारात घेतलेला



मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश् द्स्तप्रकारनुसार आवश्यक नाही

essession is NOT so given

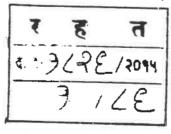




CHALLAN MTR Form Number-6

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		8/05/201		Payer	Detai	ils		_	
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(Amt.in words: 1811 Sale of Non Judicial Stamps IGR Res	st of Maha	PAN No. (II	Appliacable	e)			_		
Office Name RHT_RAHATA SUB REGISTRAR		Full Name			PRA	VARA	REN	ĖWAI	BLE ENERGY L
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Year 2015-2016 One Time .	2	Flat/Block	No.	GA*	T NO	194/A	и ко	LHAF	RAHATA AHME
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Cheque/DD No		Date		13/05/2015-	16:34	:15	Œ		
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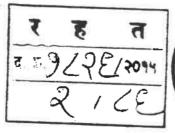




CHALLAN MTR Form Number €

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epartment Inspects NEFFIT OF Registration 3	00.000	9/00:20		Payer I	Details	:			
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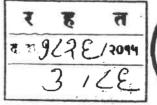




CHALLAN MTR Form Number-6

GRN MHO	00833799201516N	BARCODE	6 1111 4 8 JURNA (118 111 0		100 MATE (1)	Date 13	/05/2	2015-	10:49:	34 1	Form	lb
Department I	Inspector General	Of Registration	1,2			Pa	yer	Dotal	lş			
Type of Payment	Registration Fees			TAX ID (If A	Any)							
•	Ordinary Collection	s IGR		PAN No. (II	Appliacab	le)						
Office Name	RHT_RAHATA SU	B REGISTRAR		Full Name M/S PRA		PRA	VARA	RE	NEWA	BLE ENERGY		
Location /	AHMEDNAGAR						нип	ΓĘD				
Year 2015	-2016 One Time			Fiat/Block	No.		GAT	r NO	194/A	/1 KC	OLHA	R RAHATA AH
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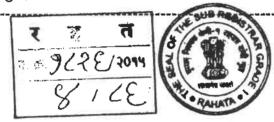






मुद्रांक जिल्हाधिकारी, अहमदनगर यांचे समोर,मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश:-

अर्जदार:- मे. प्रवरा रिन्युएबल एनर्जी लि. तर्फे श्री. श्याम सुंदर राठी रा. सांताकृज (पश्चिम) मृंबई यांचा दि.१४/०५/२०१५ रोजीचा अर्ज



जा.क्र कक्ष-३/अभि.प्रक्र. २६/१५/*9* १ १८/९ ५ सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी कार्यालय, अहमदागर दिनांक :-9 6/0 4/२०१५

संलेखाचा प्रकार

:- इंन्डेएचर ऑफ मॉरगेज (फर्दर चार्च)

- १) संलेख लिहुण घेणार :- १)सेंट्रल बँक ऑफ इंडिया.को.फायन्स,चंद्रमुखी बिल्डींग,तळ मजला नरीमन
 - २) कॉप्रोशन बैंक, इगलेस फ्लाईट सुरेन रोड, अंधेरी (ईस्ट),मुंबई
- २) संलेख लिहूण देणार :- मे. प्रवरा रिन्युएबल एनर्जी लि. तर्फे श्री. श्याम सुंदर राठी रा. सांताकृज (पश्चिम)
- ३) मिळकतीचे वर्णन
- :- अ) मौज कोल्हार ता राहाता . येथील ग.नं. १९४/A/१ क्षेत्र ५.१८ आर, ग.नं. १९५/A/१, क्षेत्र ३.२४ आर., ग.नं. १९६/२ क्षेत्र ०.८९ आर, ग.नं. १९८/A/१ क्षेत्र १.२१ आर., ग.नं. २०५/A/२ क्षेत्र २.०२ आर, ग.नं. २०७/A/१/२ क्षेत्र १.२१ आर , ब) मौजे लोहगांव ता. राहाता येथील ग.नं. ८१/२, क्षेत्र १.९७ आर, ग.नं.८०/२ क्षेत्र ०.८६ आर, ग.नं. ८५/२ क्षेत्र १.२६ आर, ग.नं. ११५/२/२ क्षेत्र २.७३ आर,

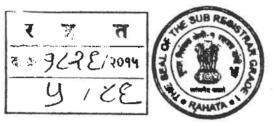
अभिनिर्णय

- १. प्रस्तुत अर्जदार यांनी मुंबई मुद्रांक अधिनियम १९५८ च्या अंतर्गत कलम ३१ पोट कलम (१) मधील तरतुदी नुसार मा. मुद्रांक जिल्हाधिकारी, अहमदनगर यांचे कडे दि.१४/०५/२०१५ रोजी अर्जासोबत निष्पादित न केलेल्या इंन्डेएचर ऑफ मॉरगेज (फर्दर चार्च) संलेखाचे प्रारुप सादर केले असून संलेखावरील मुद्रांक व मुल्यांकना बाबत अभिनिर्णय मिळणेसाठी विनंती केली असून अभिनिर्णय फी रु.१००/- (अक्षरी रु शंभर माञ) पावती ०४३४१६२ क्र. दि.१४/०५/२०१५ रोजी शासन जमा केली आहे.
- २. अर्जदार यांनी प्रस्तुतच्या संलेखावर किती मुद्रांक शुल्क आकारता येईल य मुल्यांकन किती लावाये या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१(२) नुसार खालील कागदपञ सादर केले आहेत

gahankhat

Page 44

(अ) मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ (२) नुसार प्रतिज्ञापञ



यावर माझा निष्कर्ष खालील प्रमाणे

प्रश्नाधिन दस्ताची छाननी केली असता दस्तात नमूद मिळकत मे. प्रवरा रिन्युएबल एनर्जी लि. तर्फे श्री. श्याम सुंदर राठी रा. सांताकृज (पश्चिम) मुंबई यांचे मालकीची असुन त्यांनी सदर मिळकत १)सेंट्रल बँक ऑफ इंडिया.को.फायन्स,चंद्रमुखी बिल्डींग,तळ मजला नरीमन पॉईट , मुंबई.२) कॉप्रोशन बँक, इगलेस फ्लाईट सुरेन रोड, अंधेरी (ईस्ट),मुंबई यांना इंन्डेएचर ऑफ मॉरगेज ने दिलेली आहे.

आदेश

वर नमुद केलेल्या कारण मिमांसेच्या पार्श्वभूमीवर मी खालील स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, अहमदनगर आदेश करतो की, सादर केलेले दस्त हा इंन्डेएचर ऑफ मॉरगेजचा असल्याचे दिसुन वेते. सबब सदर प्रकरणी मुंबई मुद्रांक अधिनियम १९५८ मधिल अनुसुची I मधिल अनुच्छेद ३३ (b) (ii) नुसार रु.४० कोटी चे इंन्डेएचर ऑफ मॉरगेज दस्तास कमाल मर्यादा मुद्रांक शुल्क रु.१०,००,०००/- भरण्यात यावे. आवश्यक मुद्रांक शुल्क आदेशापासुन ६० दिवसाचे आत शासनास जमा करावे. अन्यथा दस्ती बंद केली जाईल. तसेच निष्पादन संलेखास कलम ३९ नुसार दंडाची दरमहा २% प्रमाणे आकरणी केली जाईल.



सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी अहमदनगर

प्रति,

मे. प्रवरा रिन्युएबल एनर्जी लि. तर्फे श्री. श्याम सुंदर राठी रा. सांताकृज (पश्चिम) मुंबई







नोंदणी व मुद्रांक विभाग

दुय्यम निबंधक श्रेणी-१, राहाता यांचे कार्यालय, नगर परिषद नवीन प्रशासकीय इमारत, राहाता, ता.राहाता, जिल्हा.अहमदनगर

Email:srorahata@gmail.com

दूरध्वनी -०२४२३-२४२०५०

जा.क्र./डिफेस चलन/ ८५/२०१५

दिनाक : ९ 🗸 ०५/२०१५

प्रति,

्रात्तर रिन्युएबल एनर्जी प्रा.लि.

विषय: चलन डिफेस करणेबाबत..

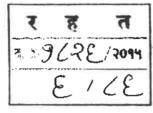
संदर्भ :आपला दिनांक १८/०५/२०१५ रोजीचा अर्ज

उपरोक्त संदर्भीत अर्जान्वये आपण मा.मुद्रांक जिल्हाधिकारी साहेब अहमदनगर याचेकडे अभिनिर्णयासाठी प्रस्ताव दाखल केलेला असल्याने आपण या कार्यालयाच्या नावे काढलेल्या मुद्रांक शुल्काचे चलन नं.MHooo८३३६८६२०१५१६M रु.१०,००,५००/- डिफेस करुन मिळणेबाबत अर्ज सादर केलेला आहे.

आपले विनंतीनुसार जी.आर.एन नंबर MH000८३३६८६२०१५१६M रु.१०,००,५००/- चलन डिफेस करुन देणेत येत आहे. सोबत डिफेस चलनाची प्रत जोडली आहे.

सोबत: चलनाची प्रत

दुय्यम निबंधक श्रेणी-१ राहाता









ANIL/Jdr File

INDENTURE OF MORTGAGE

BETWEEN

PRAVARA RENEWABLE ENERGY LIMITED (AS BORROWER)

AND

BANKS AND FINANCIAL INSTITUTIONS AS SET FORTH IN SCHEDULE I HERETO
(AS WORKING CAPITAL LENDERS)

DATED AT RAHATA AS OF THIS 19th DAY OF AS OF THIS 2015





2A 2nd Floor City Ice Building 298 Perin Nariman Street Fort Mumbal 400 001 Tel +91 22 6608 4000 Fax +91 22 6608 4050 Email <u>mumbai@silaw.in</u>





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मुझाँक जिल्हाबिकारी

विनांक 9 6/04/12 094 असमवनंतर

場内:京京, 28/2094 बा:बु./मोबबला स. ४०,००,००,०००/-मुद्राह्म जिल्हाधिकारी कार्यालय, अहमदेनवप् शे रियोग कर राजि से में बहु मा साम कर (पास्कार) में बहु यांचेकडून मुद्राय शुल्य सं. ५०,००,५००/ ४-(अक्षरी क एक) लाक पा-परी पान

मुंबई मुद्रांक कायदा १९५८ थे कलम ३२ अन्बर्ध । पापती क./चलन क. विनोक - मी.शार. में. MH 000833686201516111 क्री.पूर्य - अस्मा 14.93 10412094 इ. कि. यादाना गांनी शिक्योम केले डार्ट. अन्यवे अनुच्छेव क्र. 33 अन्यये क्सुल करण्यात आले असुन सम्बन्धे प्रमाणपत्र मुंबई अधिनियम १९५८ से कहम ५३अ से अधिन शहुन वेण्यात ग्रेल आहे.

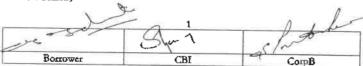
96/04/2094



INDENTURE OF MORTGAGE

INDENTURE MORTGAGE ("Indenture") executed at no this 19⁷⁷day of 2015 by and between:

PRAVARA RENEWABLE ENERGY LIMITED, a Company within the meaning of the Companies Act, 2013 with its Corporate Identity Number U45202MH2008PLC185428 and having its Registered Office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 025, in the State of Maharashtra (hereinafter referred to as the "Mortgagor" or the "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the FIRST PART;







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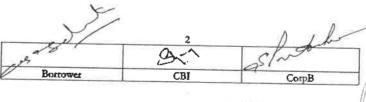


SCH einafter collectively referred to as the "Working Capital Lenders", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include all or any one or more of them as the context may require or admit, their respective successors and also any other banks or financial institutions to which the rights and/ or obligations of all or any one or more of the aforementioned Working Capital Lenders are assigned, novated and/ or transferred) of the SECOND PART.

(The Borrower and the Working Capital Lenders are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

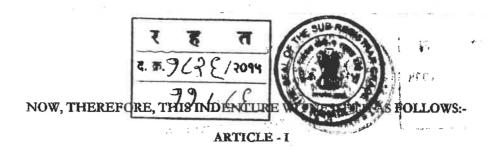
- The Borrower is in the process of setting up a 30 MW high pressure cogeneration power project in association with Padmashri Dr. Vithalrao Vikhe-Patil Sahakari Sakhar Karkhana Limited, at Pravara Nagat, Ahmednagar District, in the State of Maharashtra at the Project Site, on Build-Own-Operate-Transfer (BOOT) basis on the terms, conditions and covenants contained in the Project Development Agreement dated July 12 2010. ((hereinafter referred to as the "Project Development Agreement") entered into between the Bostower and Padmashri Dr. Vithaltao Vikhe-Patil Sahakari Sakhar Karkhana Ltd (hereinafter referred to as the "Project");
- In order to part finance the construction, development and implementation of the Project, the Borrower had approached the Term Lenders (term defined under Article 1.1 of the Working Capital Facility Agreement) for financial assistance to enable it to meet a part of the cost of the Project and the Term benders had agreed to make available to the Borrower loans, for an aggregate principal amount not exceeding Rs.191,67,00,000.00 (Rupees One Hundred Ninety One Crores and Sixty Seven Lacs only) including sub limit of Rs.50,00,00,000.00 (Rupees Fifty Crores only) thereunder which the Borrower could avail by way of the LC facility, on the terms and conditions as set out in the supee loan agreement dated July 19, 2012 (hereinafter referred to as the "Rupee Loan Agreement") entered into inter-alia between the Borrower and the Term Lenders.
- To meet the working capital requirements of the Project, the Borrower has now approached the Working Capital Lenders for financial assistance and the Working Capital Lenders have agreed to make available to the Borrower working capital loans, for an aggregate principal amount not exceeding Rs. 40,00,00,000.00 (Rupees Forty Crores only) as set out against their respective names in Schedule II of the Working Capital Facility Agreement on the terms and conditions contained therein (hereinafter referred to as the "Working Capital Facility).
- Pursuant to the Working Capital Facility Agreement and the other Working Capital Financing Documents and in compliance with the terms, conditions and covenants contained therein, the Secured Obligations are required to be secured, inter alia, by the Security Interest as mentioned in Clause 3 hereunder;
- (5) Accordingly, the Working Capital Lenders have called upon the Borrower to create security by way of mortgage by executing this Indenture which the Borrower has executed in the manner hereinafter expressed.











1. Definitions and Principles of Interpretation and Construction

1.1 Definitions

Unless otherwise defined herein, capitalised terms in this Indenture (including as used in the recitals) shall have the meaning given to them in the Working Capital Facility Agreement:

"First Mortgaged Premises" shall have the meaning ascribed to it in Clause 3.1(i) hereof.

"General Assets" means all the assets of the Borrower pertaining to the Project comprised in the floating charge created by the Borrower pursuant to Clause 3.1(iv) hereof, but does not include the Specifically Mortgaged Premises

"Indenture" shall mean this Indenture of Mortgage.

"Mortgaged Premises" shall mean the Specifically Mortgaged Premises and the General Assets.

"Receiver" shall have the meaning assigned to the term in Clause 17.1 hereof. "Rupees" and "Rs." and the sign of "\(\xi\)" shall mean the lawful currency of India.

"Second Mortgaged Premises" shall have the meaning set forth in Clause 3.1(ii) hereof.

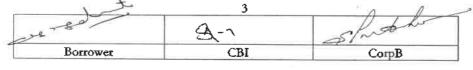
"Security Interest" shall mean any mortgage, hypothecation, charge, pledge, assignment, lien of any kind, and any interest in the nature of security or undertaking, including without limitation any preferential arrangement, any agreement to give same effect as any of the foregoing, any conditional sale 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.

"Secured Obligations" shall mean the Borrower's obligation to pay, repay or reimburse, as the case may be, the Working Capital Loans, Interest, Additional Interest, liquidated damages, upfront and commitment fees, if any, all costs, charges and expenses and other monies owing by, and all other present and future obligations and liabilities of the Borrower to the Working Capital Lenders under the Working Capital Facility Agreement, all costs, charges and expenses including but not limited to the costs, legal expenses and costs of preserving the Secured Property and the Security Interest thereon and/or enforcement thereof, incurred by the Working Capital Lenders under the Working Capital Financing Documents executed by the Borrower or any other person

"Specifically Mortgaged Premises" shall mean collectively the First Mortgaged Premises, the Second Mortgaged Premises and the Third Mortgaged Premises.

"Third Mortgaged Premises" shall have the meaning set forth in Clause 3.1(iii) hereof.

"Working Capital Facility Agreement" shall mean the agreement dated March 13, 2014 entered into between CBI and the Borrower as amended by the accession deed for the new working capital lender dated April 29, 2015 entered









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In this Indenture unless the context otherwise requires:

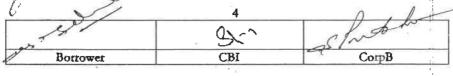
- (i) any consent required to be provided by the Working Capital Lenders shall mean the prior written consent of the Working Capital Lenders;
- (ii) unless the context otherwise requires, the singular includes the plural and vice-versa;
- (iii) headings and the use of bold typeface shall be ignored in its construction;
- (iv) a reference to an Article, Clause, Section or Schedule is, unless indicated to the contrary, a reference to an Article, clause, section or schedule to this Indenture:
- (v) teferences to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it.
- (vi) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to:
- (vii) references to the word "includes" or "including" are to be construed without limitation;
- (viii) teletences to a person shall include any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and wherever the context so admits and requires such person's successors and perthitted assignees or transferees;
- (ix) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (x) the words "herein", "hereto" and "hereunder" refer to this Indenture as a whole and not to the particular Clause in which such word may be used;
- (xi) words importing a particular gender include all genders:
- (xii) any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation of any organisation or entity which has taken over the functions or responsibilities of such public organisation;
- (xiii) references to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; references to any law! shall include references to such law as it may, after the date of this Indenture, from time to time be amended, supplemented or re-enacted;
- (xiv) words and afforeviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings; and
- (xv) The reference to any agreement or document shall include any amendments thereto entered into amongst the parties thereto in writing.
- (xvi) in the event of any disagreement or dispute between the Working Capital Lenders and the Borrower regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, daims, breach, default or otherwise, the opinion of the Working Capital Lenders as to the materiality of any of the foregoing shall be final and binding on the Borrower

Covenant to pay

Pursuant to the Working Facility Agreement and the other Working Capital

Financing Documents and in consideration of each of the Working Capital

Lenders agreeing to lend and advance the Working Capital Facility under the







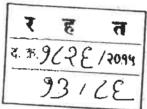


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Working Capital Facility Agreement, the Borrower covenants and agrees with each of the Working Capital Lenders that the Borrower shall comply with the terms and conditions of the Working Capital Financing Documents and shall irrevocably and unconditionally discharge and repay the Secured Obligations in accordance with the Working Capital Facility Agreement and other Working Capital

Financing

Documents.









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Borrower	CBI	CorpB

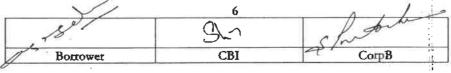


For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations, the Borrower as legal and/or beneficial owner doth, subject however to the proviso for redemption hereinafter contained:

grant, convey, assure, charge and transfer unto the Working Capital Lenders for the benefit of the Working Capital Lenders by way of continuing security all and singular the beneficial right, title and interest of the Borrower pertaining to the Project, in respect of the land more particularly described in Schedule II hereunder written, together with ownership of all buildings, erections, godowns, constructions, fixtures and fittings of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common sareas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right title, interest, property, claims and demands whatsoever of the Borrower into and upon the same (the "First Mortgaged Premises"), TO HAVE AND TO HOLD by way of security all and singular the First Mortgaged Premises unto and to the use of the Working Capital Linders for the benefit of the Working Capital Lenders absolutely,

grant, convey, assure, transfer and mortgage unto the Working (lapital Lenders for the benefit of the Working Capital Lenders by way of continuing security all its rights, title, interest and benefit in all and singular, the Borrower's assets including the assets in relation to the Project (from time to time) and in particular including, without limitation, all plant and machinery, machinery spares, fixtures, furniture, implements, vehicles, fittings, spare parts, tools and accessories and stores and other movables of the Borrower pertaining to the Project, whether now belonging to or that may at any time during the continuance of this Indenture belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereto whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned by the Borrower AND ALL estate, right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "Second Mortgaged Premises") TO HAVE AND TO HOLD by way of security all and singular the Second Mortgaged Premisesi unto and to the use of the Working Capital Lenders for the benefit of the Working Capital Lenders absolutely and subject to the powers and provisions herein contained;

(iii) grant, convey, assure, transfer and charge unto the Working Clapital Lenders by way of continuing security all right, title, interest, benefits, claims and demands whatsoever of the Borrower in, to, under and in









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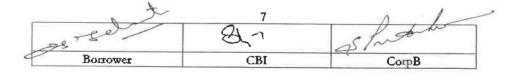
respect of all its current assets and in particular but not limited to the Receivables that fall due for payment. (ninety days), fuel stock, inventory and all bank accounts of the Borrower pertaining to the Project (collectively, the "Third Mortgaged Premises") TO HAVE AND TO HOLD by way of security all and singular the Third Mortgaged Premises unto and to the use of the Working Capital Lenders;

grant, convey, assure, charge and transfer by way of security unto and in (îv) favour of the Working Capital Lenders in for the benefit of the Working Capital Lenders by way of continuing security all the other assets of the Borrower pertaining to the Project, both present and future including the Borrower's uncalled capital and cash in hand, and also including without limitation, the rights, title and interest in the undertakings of the Borrower (collectively, the General Assets) TO HAVE AND TO HOLD by way of security all and singular the General Assets unto and to the use of the Working Capital Lenders in trust for the benefit of the Working Capital Lenders. Provided however that the charge created over the General Assets shall be a floating charge and shall not hinder the Borrower from selling, leasing or otherwise disposing of the same or any part thereof in the ordinary course of its business and in each case subject to and only as expressly permitted by the Working Capital Financing Documents and that the Borrower shall not, without the prior written consent of the Working Capital Lenders, create or attempt to create any mortgage, charge, lien, pledge, upon the General Assets.

Provided that:

- the aforesaid mortgages and charges shall in all respects rank pari-passu inter-se amongst the Working Capital Lenders without any preference or priority to one over the other or others;
- (ii) the aforesaid mortgages and charges shall be shared by the Working Capital Lenders with the Term Lenders;
- (iii) the Borrower has not given possession of the First Mortgaged Premises to the Lenders and also not agreed hereunder to give the possession of the First Mortgaged Premises.
- (iv) the Working Capital Lenders shall have a first priority charge over the inventory, Receivables that fall due for payment within 90 (ninety) days, fuel stock and other current assets of the Borrower comprised in the Mortgaged Premises and a second priority charge over the fixed assets of the Borrower comprised in the Mortgaged Premises; and
- (v) the Term Lenders shall have a first priority charge over the fixed assets of the Borrower comprised in the Mortgaged Premises and a second priority charge over the inventory, Receivables that fall due for payment within 90 (ninety) days, fuel stock and other current assets of the Borrower comprised in the Mortgaged Premises.









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be, upon the occurrence of any Event of Default under the Working Capital Facility Agreement, automatically and without prior notice by the Working Capital Lenders to the Borrower be converted into a fixed charge as regards General Assets. No sale or other dealings in such General Assets shall be made by the Borrower after the occurrence of an Event of Default.

(b) The Working Capital Lenders may by notice to the Borrower convert the floating charge created pursuant to clause 3.1(iv) above, into a fixed charge as regards the assets it shall specify (whether generally or specifically) in the notice, in the event that if the Working Capital Lenders is of the view that such assets are in danger of being seized or subject to attachment or distress that any legal process or execution is likely to be enforced against such assets or that the Security Interest in respect of such assets is otherwise in jeopardy.

4 Security

4.1 Continuing Security

The security created by or pursuant to this Indenture is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Borrower, as the case may be, any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Secured Obligations in accordance with the Working Capital Financing Documents and is in addition and without prejudice, to any other security, lien, indemnity or other right or remedy which the Working Capital Lenders may now or hereafter hold for the Secured Obligations or any part thereof. This security may be enforced without first having recourse to any other rights of the Working Capital Lenders and the Account Bank against the Borrower or any other person, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the Secured Obligations.

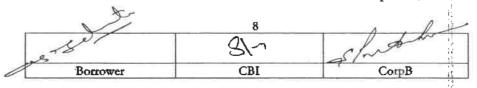
4.2 Other Security

This security is in addition to, and shall neither be merged in, not in any way excluded or prejudiced, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Working Capital Lenders may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other person in respect of the Secured Obligations.

4.3 Cumulative Powers

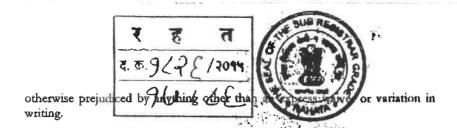
The powers which this Indenture confers on the Working Capital Lenders and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law and the Working Capital facility Agreement or Security Documents, and may be exercised as often as the Working Capital Lenders or the receiver thinks appropriate in accordance with this Indenture. The Working Capital Lenders or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or atrangement whatsoever, and the Mortgagor acknowledges that the respective powers of the Working Capital Lenders and the receiver shall in no circumstances whatsoever be suspended, waived or











4.4 Avoidance of Payments

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

5 **Further Acquisition**

- 5.1 The Borrower hereby covenants with the Working Capital Lenders that the Borrower shall, so long as the Secured Obligations remain outstanding, promptly upon acquisition of any other immovable property for the Project or upon entering into or executing any other agreement or arrangement pertaining to the Project inform the Working Capital Lenders and as soon as practicable thereafter at its own expense without any demand on the part of the Working Capital Lenders, grant, convey, transfer, secure and charge on the terms of this Indenture unto the Working Capital Lenders as and by way of additional security, such after acquired property or properties, rights and benefits in such property and such agreements and arrangements according to their respective tenures, and pending formal execution by the Borrower of assurances by way of additional security in favour of the Working Capital Lenders, such after acquired property or properties and such agreements and arrangements shall be held by the Borrower for the benefit of the Working Capital Lenders.
- 5.2 For the consideration aforesaid, the Borrower doth hereby irrevocably grants full and free rights and liberty as and by way of easement to enter, re-enter and have unfettered access at all times, for the purposes permitted under the Working Capital Financing Documents, to the Working Capital Lenders and their respective successors-in-title and assigns over the vacant lands, hereditaments and the Mortgaged Premises or any part thereof mortgaged and charged by this Indenture in common with all other persons entitled to like rights at all time thereafter.

any buildings and structures, machinery, plant, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the Mortgaged Premises hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Premises and/or any part thereof respectively and used or intended to be used in connection with the business of the Borrower whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Borrower or otherwise shall be included in the present security and be subject to the provisions and covenants in this Indenture contained and the Borrower shall at its own costs forthwith vest the same in the Working Capital Lenders by way of continuing security.

Continuing Liability of the Borrower

The Borrower shall at all times be liable to perform all its obligations (whether financial, performance or otherwise) under each of the Project Documents and to perform all its obligations to the Working Capital Lenders under the Working Capital Financing Documents. Nothing contained herein or in any other Working Capital Financing Document shall constitute or be deemed to constitute settlement of any obligations of the Borrower under any of the Transaction Documents to the Working Capital Lenders.

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we paid in full the Secured Obligations, in accordance Capital Financing Documents to the satisfaction of the Working Capital Lenders, The Working Capital Lenders shall, with reasonable

promptness, upon the written request and at the expense of the Borrower and subject to receipt of written confirmation of the Working Capital Lenders and completion of necessary formalities under this Indenture or any other Working Capital Financing Documents, re-convey, re-transfer and release unto the Borrower and do all such other things as may be reasonably necessary to release the Mortgaged Premises from the security created hereunder, without recourse and without any representation or warranty of any kind by or on behalf of Working Capital Lenders such of the Mortgaged Premises or only such part of the Mortgaged Premises as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such retransfer or release of the security created under this Indenture shall not thereby affect or cause the retransfer or release of any property or assets secured under any other mortgage or charge.

7 **Declarations and Warranties**

7.1 The Mortgagor acknowledges and accepts that the Working Capital Lenders have agreed to enter into this Indenture on the basis of, and in full reliance of the representations and warranties made herein.

7.2 The Mortgagor confirms and warrants that:

> The Mortgagor is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture;

> (ii) This Indenture when executed and delivered will constitute its legal,

valid and binding obligation;

(iii) Neither the execution and delivery by the Mortgagor of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Laws or will violate any provision of the Memorandum and Articles or any agreement or other document by which the Mortgagor (or anyllof its properties) may be bound;

(iv) The Mortgaged Premises are free from all mortgage, charge encumbrance and are not subject to any lis pendens, attachment or other process issued by any Court or authority and that all future assets and property of the Borrower which might be comprised in these present shall likewise be the unencumbered and absolute property of the

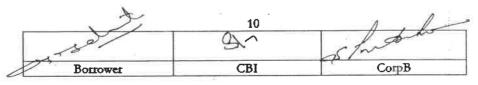
(v) There are no mortgages, charges or other encumbrance or any right or support on the whole or any part of the undertaking, property or assets of the Borrower;

The Mortgagor is lawfully possessed of a valid and subsisting title in and

to the Mortgaged Premises, as applicable;

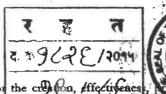
The provisions of this Indenture are effective to create in favour of the (vii) Working Capital Lenders, a legal, valid and binding security expressed to be created in Clause 3 hereof on all of the Mortgaged Premises on which the Borrower purports to grant Security Interest pursuant hereto and all necessary and appropriate recordings and filings have been made in all appropriate public offices, and all other necessary and appropriate action has been taken so that this Indenture creates effective security on all right, title, estate and interest of the Borrower in the Mortgaged Premises, and all necessary and appropriate consents, licences, approvals, permissions and authorisations required under Applicable







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(viii) The Mortgagor is not a party to any litigation or the material claim and that the Mortgagor is not aware of any facts likely to give rise to such litigation or to material claims against them;

- (ix) The Mortgagor is not aware of any document, judgement or legal process or other charges affecting the title of the Mortgaged Premises or of any material defect in the Mortgaged Premises or to its title which has remained undisclosed and/or which may prejudicially affect the interest of the Working Capital Lenders;
- (x) None of the First Mortgaged Premises is included in or affected by any of the schemes of the Improvement Trust or any other public body or authority or by any alignment widening or connection of road under any scheme of the Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.;
- (xi) No suit is pending in any Court of Law in respect of the Mortgaged Premises comprised in these presents nor has the Mortgagor been served with any notice for infringing the provisions of the Municipal or any other act relating to Local bodies or Gram Panchayats under any of the said acts:
- (xii) The Borrower has disclosed to the the Working Capital Lenders all material facts relating to its properties;
- (xiii) The Borrower has paid all public demands such as income tax, corporation tax and all other taxes and revenue payable to Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding;
- (xiv) The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "ULCRA") are not applicable to the First Mortgaged Premises; and
- (xv) The Mortgagor has complied with all legal requirements and has obtained all consents and approvals required for creation of the security expressed to be created under Clause 3 in favour of the Working Capital Lenders for securing the Secured Obligations.
- 7.3 All the representations made and warranties given by the Borrower under the Working Capital Financing Documents unless repugnant to the context hereof, shall have been deemed to have been made and given by the Borrower as if specifically incorporated herein.

8. Covenants and Permitted Use

- 8.1 The Mortgagor doth hereby covenants that:-
 - (a) Enter Possession etc.

Upon happening of an Event of Default, it shall be lawful for the Working Capital Lenders to enter into and upon and take possession of the Mortgaged Premises and any future acquisitions for the Project comprised in this Indenture and thenceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Working Capital Lenders quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any person or persons whomsoever, and upon the taking of such action, the Working Capital Lenders shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.



(b) Further Assu	rances	1
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Manager and all other persons lawfully or equitably claiming or laim any estate, right, title or further assurances, project comprised in this Indenture or any future assets act the project comprised in this Indenture or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Borrower or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Premises and any future assets

(c) Payment of all Taxes, Rates, etc.

The Borrower shall at all times during the continuance of this Indenture and the security hereby created, duly and punctually pay any imposts, duties, taxes, premium and outgoings which become lawfully payable by the Borrower in respect of the Mortgaged Premises or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Premises from becoming charged with the payment of any imposts, duties and taxes lawfully payable by the Borrower part passu with or in priority to the security created hereunder and shall punctually discharge all security which it creates and, which by the general law are lawfully payable by the Borrower and would or might come to rank pari passu with or in priority to the security created hereunder. If the Borrower fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Working Capital Lenders may (but are not obligated to) pay such amounts, on behalf of the Borrower. Any money paid by the Working Capital Lenders as aforesaid, shall constitute a part of the Secured Obligations.

comprised in this Indenture unto and to the use of the Working Capital Lenders on the terms of this Indenture as shall be reasonably required.

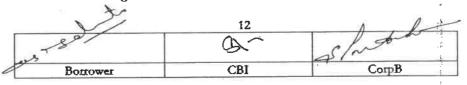
(d) Maintenance of Assets

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

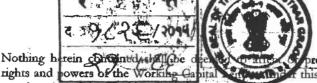
(e) Inspection, Repairs, etc.

The Borrower shall permit the Working Capital Lenders, and its representatives, servants and agents either alone or with workmen and others from time to time and at all times, to enter into and upon the First Mortgaged Premises, and the Second Mortgaged Premises or any other properties where any part of the Mortgaged Premises are situate to inspect the same and if there shall be any want of repair thereof or lif the Working Capital Lenders in the reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Working Capital Lenders shall give notice thereof to the Borrower calling upon it to repair or replace the same. Upon its failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Working Gapital Lenders to repair or replace the same or any part hereof at the expense of the Borrower and such amounts shall form a part of the Secured Obligations.









rights and lowers of the Working or otherwise of the Working Capital Lenders, including the right to call for the whole of the Secured Obligations following an Event of Default.

Non-removal of assets from Property (f)

Except as otherwise expressly provided in this Indenture and/or the Working Capital Financing Documents, the Borrower shall not without the prior written consent of the Working Capital Lenders remove or permit to be removed any plant, machinery, equipment or any other asset forming part of the Mortgaged Premises hereby assigned from the land, buildings, or structures where they are installed and, in case of such removal, shall replace the same by plant, machinery, equipment or other assets of equivalent nature or value, provided that any such machinery or equipment may be removed for the performance of necessary repairs and/or maintenance without replacement thereof and the same shall in such case be permitted without constituting a breach hereof, and provided further that in the event that any such part of the plant, machinery, equipment or other assets so removed as aforesaid is redundant or has become worn out or obsolete, the same may be sold or otherwise disposed of as per the Working Capital Facility Agreement and the sale proceeds, if any, to be applied in accordance with the Trust and Retention Account Agreement.

(g) Insurance

The Borrower shall ensure that the Mortgaged Premises are insured in accordance with the Working Capital Facility Agreement.

9. Specific Actions

Without limiting the generality of the assurances and covenants hereinabove, the Borrower will promptly upon receiving a request from the Working Capital Lenders -

- execute a valid legal mortgage in English form (or in such other form as the Working Capital Lenders shall require), of any freehold or leasehold properties or other interests in immovable property presently or in the future belonging to the Borrower and pertaining to the Project and which is not hereby effectively charged or secured;
- (b) execute such documents as may be necessary or, in the opinion of the Working Capital Lenders expedient to transfer to the Working Capital Lenders, all of the Bottower's right, title and interest in the Mortgaged Premises to enable the Working Capital Lenders to be registered as the holder, owner or proprietor or otherwise obtain all of the Borrower's right, title and interest to any of the Mortgaged Premises, in each case in accordance with the terms of this Indenture:
- (c) execute such further writings and take all such further actions as may be necessary for creating security in accordance with the terms of this Indenture over the accounts or in any account established in place or in lieu thereof, including any substituted security or any permitted investments made from such accounts, any insurance proceeds, permits or such other tangible or intangible assets of the Borrower of the same category as are intended to be secured or charged under this Indenture; and
- (d) otherwise execute, all transfers, conveyance, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Working Capital Lenders may reasonably or by normal practice or by law require in relation to the Mortgaged Premises or in relation to the creation, perfection or enforcement of the security expressed to be created hereunder in accordance with the terms of this Indenture.



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The Mortgagor shall continuous be following obligations in addition and supplemental to the financial covenants and obligations of the Mortgagor as are already contained in the Working Capital Financing Documents hitherto entered into with the Working Capital Lenders viz. to ensure that the Mortgaged Premises, mortgaged and charged hereunder continue to remain the property of the Borrower and at their disposal save and except to the extent of the mortgages, charges and encumbrances which are expressly permitted to be created under the Working Capital Financing Documents and as are disclosed to the Working Capital Lenders.

11. Undertakings

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

- (a) if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Working Capital Lenders pay to the Working Capital Lenders the amount thereof with interest at the Applicable Interest Rate, from the date of payment by the Working Capital Lenders until the date of repayment by the Borrower, and
- (b) deliver to the Working Capital Lenders originals of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

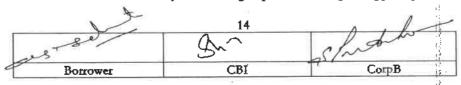
12. Failure to Pay

It is hereby agreed and declared that if the Borrower shall fail to pay to the Working Capital Lenders, the Secured Obligations or any part thereof in the manner provided herein or in the Working Capital Financing Documents resulting in occurrence of an Event of Default in respect thereof and/or/if any other Event of Default shall have occurred then and in that event the Mortgaged Premises hereby granted, conveyed, assured, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Borrower or any other person or persons interested in the equity of redemption thereof at any time thereafter and, if the Borrower, seeks to redeem the Mortgage Premises, the Working Capital Lenders shall be entitled to refuse to accept payment of the Secured Obligations unless the Borrower or such person or persons shall have given to the Working Capital Lenders one months' previous notice in writing making an appointment to pay off the Secured Obligations of any Business Day during banking hours unless otherwise agreed to by the Working Capital Lenders, and shall pay the same accordingly and in conformit with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice the Borrower or such person or persons shall pay to the Working Capital Lenders in addition to the Secured Obligations and at the same time a further sum equivalent to one months' interest on the Secured Obligations at the respective agreed rates as aforeszid and every failure on the part of the Borrower or such person or persons to pay off the Secured Obligations strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Working Capital Lenders to a fresh notice of the same part of the default thereof to one months' further interest at the rate aforesaid.

13. Enforcement

13.1 Enforceability of Security

The security created hereunder in favour of the Working Capital Lenders shall become enforceable by the Working Capital Lenders upon happening of one or









13.2 General Enforcement Powers

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

 declare all or part of the Secured Obligations to be immediately due and payable (or on such dates as the Working Capital Lenders may specify),

whereupon they shall become so due and payable;

- (b) enter into and upon and take possession of the Mortgaged Premises and any future assets comprised in this Indenture and after taking of such action, the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Working Capital Lenders including but not limited to quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any person or persons whomsoever, and upon the taking of such action, the Working Capital Lenders shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by the fraud, gross negligence or willful misconduct of the Working Capital Lenders or of its officers or employees.
- (c) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Premises or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Working Capital Lenders may consider fit;
- exercise any and all powers which a Receiver could exercise hereunder or by law;
- (e) appoint by writing any person or persons to be a Receiver of all or any part of the Mortgaged Premises, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by Working Capital Lenders or an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;
- (f) commence and conduct either in the name of the Borrower or in their own name or otherwise any proceedings in respect of the Borrower's residual interest in the relevant Trust and Retention Account Agreement:
- (g) operate the accounts and appropriate all monies lying therein; and/or
- (h) take all such other action expressly or impliedly permitted under this Indenture and/or in law.

13.3 Powers of the Working Capital Lenders

The Working Capital Lenders, have the authority to and may act upon and enforce the provisions of this Indenture in accordance with this Indenture or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture and the other Working Capital Financing Documents in accordance with law.

14. Expenses

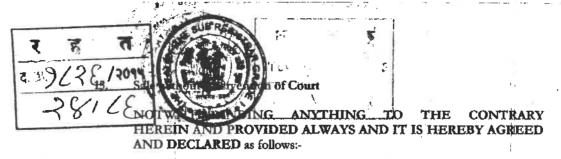
All expenses incurred by the Working Capital Lenders after an Event of Default has occurred, in connection with preservation of the Borrower's assets (whether then or thereafter existing) and collection of amounts due to the Working Capital Lenders shall be payable by the Borrower and shall stand secured under this Indenture.



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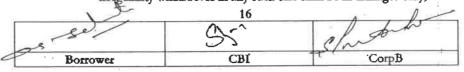
(a) Upon the occurrence of an Event of Default, it shall be lawful for the Working Capital Lenders, at any time without any further consent of the Borrower, to sell, or concur with any other person in selling, the Mortgaged Premises and any future assets comprised under the present security or any part thereof, either by public auction or private contract, the land, leasehold estate, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations respecting title or evidence of title or other matters as the Working Capital Lenders may deem proper, with power to buy the Mortgaged Premises at any sale and to resell the Mortgaged Premises at any sale by auction or to rescind or vary any contract for sale and to resell the Mortgaged Premises without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / which the person or persons exercising the power of sale shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Premises without the intervention of the Court in accordance with the provisions of Section 69 of the Transfer of Property Act, 1882;

(b) The power of sale hereinbefore contained shall not be exercised by the Working Capital Lenders unless and until:-

(i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Working Capital Lenders for the space of three calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Borrower, or

(ii) interest on the Secured Obligations amounting at least to Rs.500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;

No purchaser or other person dealing with the Working Capital Landers (c) and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-clause (b) above of this Clause 15 has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of this Indenture or as to the necessity or expediency of the stipulations subject to which such sale shall have been made or otherwise as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the Clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale shall be in damages only;







(d) All other provisions and trusts ancillar to it sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein; and

- (e) Upon any such sale as aforesaid the receipt by the Working Capital Lenders for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.
- (f) Nothing contained herein shall affect the powers of the Working Capital Lenders conferred under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, which shall be in addition to and without in any manner derogation of the powers and rights of the Working Capital Lenders conferred hereunder.
- Non-Applicability of certain provisions of the Transfer of Property Act, 1882

16.1 Section 67A

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

16.2 Continued Possession

It shall be lawful for the Borrower to retain possession of and the Borrower may use the Mortgaged Premises in accordance with the Working Capital Financing Documents (including any disposal expressly permitted and subject to the terms of the Working Capital Financing Documents) until the Working Capital Lenders shall be entitled to take possession thereof under this Indenture and shall take possession thereof accordingly.



16.3 Section 65A

The Borrower shall while in lawful possession of the Mortgaged Premises have no power to make leases thereof, save and except in pursuance of the terms of the Working Capital Financing Documents and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

16.4 Proceeds of the Mortgaged Premises

All the amounts received from time to time received by the Working Capital Lenders from or in respect of the Mortgaged Premises shall be deposited to the credit of the relevant Trust and Retention Account and for distribution to the Working Capital Lenders as specified in the Working Capital Facility Agreement or other Working Capital Financing Documents.

17. Appointment of Receiver

17.1 Appointment

Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Working Capital Lenders at any time after the security hereby constituted shall have become enforceable may by writing appoint one or more persons, entities or any Authorised Officer or Officers of such person as a receiver(s) of the Mortgaged Premises or any part thereof (hereinafter referred

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I may remove any Receiver so appointed and appoint to the more than one Receiver is appointed, any reference eceiver shall apply to all the Receivers so appointed and libe deemed to be joint and several so that the rights, discretions vested in the Receivers may be exercised jointly

powers, duties and discretions vested in the Receivers may be exercised jointly by all the Receivers so appointed or severally by each of them.

17.2 Status, Powers and Remuneration of Receiver

 (a) Appointment of any Receiver may be made either before or after the Working Capital Lenders shall have entered into or taken possession of the Mortgaged Premises;

(b) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Working Capital Lenders set forth herein or under law or as the Working Capital Lenders may think expedient including the following rights, powers and authorities:

(i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Premises and for that purpose to take any proceedings and enforce any order or judgement in the name of the Borrower or otherwise as the Receiver shall consider fit.

(ii) to manage or carry on or concur in carrying on the business of the Borrower (including, without limitation, the management and operation of the Project) as the Receiver shall consider fit, in each case, in accordance with the Applicable Laws.

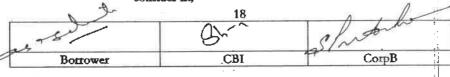
(iii) to make any arrangement or compromise between the Borrower and any other person or pay any compensation or incur any obligation which the Working Capital Lenders or the Receiver shall consider fit;

(iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Premises on such terms (with or without security) as the Receiver or the Working Capital Lenders shall consider fit and so that, with the prior written consent of the Working Capital Lenders, any such security may be or include a charge on the whole or any part of the Mortgaged Premises ranking wholly or partly in priority to or part pairs with the security created hereunder;

 (v) to make calls, conditionally or unconditionally, on the shareholders of the Borrower in respect of uncalled capital committed under the Working Capital Financing Documents;

(vi) to sell, lease, license, grant options to sell, deal with or manage or concur in selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Premises in such manner and generally on such terms and conditions as the Working Capital Lenders or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;

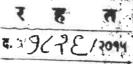
(vii) to make, effect and do all maintenance, tepairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Premises and maintain, renew, take out or increase insurances in the interest of the Working Capital Lender for maintaining the value of the Mortgaged Premises, in every such case as the Working Capital Lenders or the Receiver shall consider fit;











(viii) to obtain all digrances, plannin outsing the ermissions, building regulations approval an approval consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Working Capital Lenders or Receiver shall consider fit;

(ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(x) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Premises or any part thereof;

(xi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Premises or any part thereof as the Receiver shall consider fit;

(xii) to sell, lease or otherwise dispose of all or any part of Mortgaged Premises including plant, machinery or other fixtures (whether situate on the First Mortgaged Premises, or otherwise);

(xiii) to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Premises and do all acts and things incidental thereto;

(xiv) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Project;

(xv) insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Premises against loss or damage by such risks and contingencies in such manner and in all respects, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;

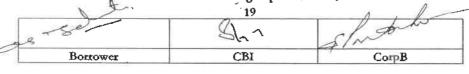
 (xvi) promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Borrower or otherwise;

(xvii) to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Working Capital Lenders or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Premises;

(xviii) to exercise all such other power and authority as the Working Capital Lenders shall consider fit to confer and so that the Working Capital Lenders may in relation to such part of the Mortgaged Premises as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;

(xix) in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Borrower shall forthwith on demand repay to the Receiver all sums so expended together with interest at the Applicable Interest Rate of the Working Capital Lenders from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture;

(c) Unless otherwise directed by the Working Capital Lenders such Receiver may exercise all the rights, powers, authorities and discretions herein or by law vested in the Working Capital Lenders;









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exercise its powers, authorities and discretion from cordance with instructions made and given by the enders;

Subject the provisions of Section 69A of the Transfer of Property Act, 1882, the Working Capital Lenders may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Premises;

- (f) The Working Capital Lenders from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the Working Capital Lenders shall not be bound in any case to require any such security;
- (g) The Working Capital Lenders shall be in no way responsible fdr any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Borrower shall or shall not be in liquidation;
- (h) All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Clause:
- (i) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for such Receiver's acts and defaults and for his remuneration; and
- (j) The Receiver shall, in the exercise of the Receiver's powers, authorities and discretions, conform to the directions and regulations from time to time given or made by the Working Capital Lenders.

18. Protection of Working Capital Lenders and Receiver: Limitation of Liability

18.1 Limitation of Liability

Neither the Working Capital Lenders nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of nor the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Working Capital Lenders.

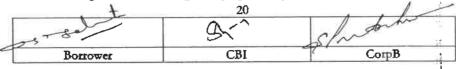
18.2 Not Mortgagee-in-Possession

Without prejudice to the generality of Clause 18.1 the Borrower doth hereby expressly agrees with the Working Capital Lenders that neither the Working Capital Lenders nor any Receiver appointed as aforesaid shall, by reason of the Working Capital Lenders or such Receiver entering into or taking possession of the Mortgaged Premises or any part thereof, be liable to the Borrower to account as a mortgagee-in-possession for anything.

19. Costs and Expenses

19.1 Mortgagee's Costs and Expenses

The Borrower shall, upon written notice from the Working Capital Lenders pay or reimburse to the Working Capital Lenders all agreed fees for services performed by the Working Capital Lenders, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Working Capital Lenders or their respective officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Working Capital Lenders under this Indenture and/or any documents or instruments contemplated or in connection with or relating to this Indenture including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any







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other expenses pursuant to this Indentuce, and the common and agrees to indemnify Working Capital Lenders against all this proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done without their wilful default or gross negligence in respect of or in relation to the Mortgaged Premises. The Working Capital Lenders shall submit to the Borrower all requisite documents evidencing such payment.

19.2 Legal Fees and Expenses

The Borrower shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Working Capital Lenders and all such sums incurred or paid by the the Working Capital Lenders or any of them in connection with and incidental to or in connection with this Indenture and incurred as well for the assertion or defence of the rights of the Working Capital Lenders as for the protection and security of the Mortgaged Premises and for the demand, realisation and recovery of the Secured Obligations.

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

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to the Working Capital Financing Documents or according to the laws for the time being or at any time in force in the state in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Working Capital Lenders may pay such amounts, on behalf of the Borrower. Any money paid by the Working Capital Lenders as aforesaid, shall constitute a part of the Secured Obligations.

19.4 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the Working Capital Lenders in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, for payment of any costs, expenses, charges or fees in this Clause shall be for the account of the Borrower and the Borrower undertakes promptly on demand to pay the same or, as the case may be to reimburse the Working Capital Lenders or its authorised agents, representatives, successors and assignees for any such monies paid by the Working Capital Lenders or any of them with interest at the Applicable Interest Rate from the date the Borrower receives notice thereof from the Working Capital Lenders and/or their agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Secured Obligations and be secured under this Indenture. The Working Capital Lenders shall submit to the Borrower all requisite documents evidencing such payment



The Working Capital Lenders, every Receiver, manager, agent or other person appointed by the Working Capital Lenders shall be entitled to be indemnified out of Mortgaged Premises in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those liabilities and expenses arising out of gross negligence or willful default) on the part of the Working Capital Lenders, or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anyway relating to the Mortgaged Premises.

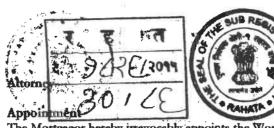


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The Mortgagor hereby irrevocably appoints the Working Capital Lenders as well as each Receiver to be appointed under this Indenture to be its attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of all or any of the powers by this Indentute or by law conferred on the Working Capital Lenders or any Receiver appointed by the Working Capital Lenders and also to execute on behalf of the Mortgagor at the cost of the Mortgagor the powers hereunder or by law conferred on the Working Capital Lenders or any Receiver appointed by it and also to execute on behalf of the Mortgagor at the cost of the Mortgagor such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the Working Capital Lenders or any Receiver in that behalf. Provided at any time prior to the occurrence of an Event of Default, Working Capital Lenders shall exercise its powers under this clause only if the Mortgagor fails to comply with the

21.2 Ratification

21.

21.1

The Mortgagor covenants with the Working Capital Lenders to ratify and confirm all acts or things made done or executed by any attorney 2s contemplated by Clause 21.1 hereinabove.

instructions of the Working Capital Lenders under this Indenture.

22. Application of monies

All monies received by the Working Capital Lenders or any Receiver appointed under this Indenture whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be applied by the Working Capital Lenders (except as otherwise required by law) in the first place, to reimburse themselves and pay, retain or discharge all the reasonable costs, charges and expenses including those incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers under this Indenture including their and the Receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies:

(a) Firstly, to meet the Secured Obligations; and

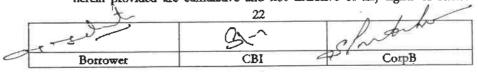
(b) Secondly, to pay the remainder of said proceeds if any to the person or persons, including the Mortgagor, entitled thereto.

Liability to Working Capital Lenders for Deficiency
 The Mortgagor shall remain liable to the Working Capital Lenders for any deficiency.

24. Waiver

24.1 No implied waiver or impairment

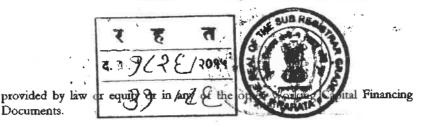
No delay or omission of the Working Capital Lenders or any Receiver in exercising any right, power or remedy accruing of the Working Capital Lenders upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall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











Express Waiver 24.2

Documents.

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

25. Miscellaneous

25.1 Discharges and Releases

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

25.2 Amendment

The Mortgagor and the Working Capital Lenders may amend or supplement the terms of this Indenture only by agreement in writing.

25.3 Other Remedies

The rights and remedies conferred upon Working Capital Lenders under this Indenture:

- shall not prejudice any other rights or remedies to which the Working 2) Capital Lenders may, independently of this Indenture, be entitled; and
- b) shall not be prejudiced by any other rights or remedies to which the Working Capital Lenders may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Working Capital Lenders.

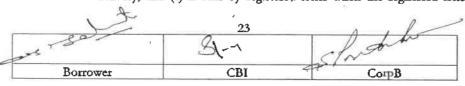
25.4 Limitation on Rights of Others

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

Communications

- All notices and other communications provided for hereunder shall be (a) in writing (including facsimile and e-mail, except as noted below) and (b) facsimiled, emailed or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and (if to the Borrower shall be at its address specified in sub-clause (iv) below; and if to the Working Capital Lenders at its address specified in sub-clause (v), or at such other addresses as is designated by such party in a written notice.
- (ii) All such notices and communications shall be effective (a) if sent by email, when sent (with the correct answerback); (b) if sent by facsimile, when sent (on receipt of a confirmation to the correct answerback); (c) if sent by person, when delivered; (d) if sent by courier, one Business Day after deposit with an overnight courier if for inland delivery and five Business Days after deposit with an international courier if for overseas delivery; and (e) if sent by registered letter when the registered letter









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inary course of post, be delivered whether actually

to write have er that any notice or communication to the Working Capital Lenders for whose attention the notice or communication has been expressly marked.

An original of each notice and communication sent by facsimile original shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with sub-clause (ii)(a) or (b) above, as the case may be, without regard to the dispatch of such original.

The address for service of the Borrower shall be:

Pravara Renewable Energy Limited

Address:

Orbit Plaza, 5th Floor,

Plot No. 952/954, New Prabhadevi Road,

Prabhadevi, Mumbai- 400 025

Attention:

Mr. Shyam Rathi

Fax:

022 67487201

or such other address and contact number as is designated by the Borrower by not less than five (5) Business Days written notice to the Working Capital Lenders.

The address for service of the Working Capital Lenders shall be:

Central Bank of India

Address:

Corporate Finance Branch,

Chandermukhi Building, Ground Floor, Nariman Point,

Mumbai- 400 021

Attention:

Assistant General Manager

Fax

022 66361919

Corporation Bank

Address:

Corporate Banking Branch,

Eagles Flight, Suren Road,

Andheri (east), Mumbai- 400 093

Attention:

Branch Head

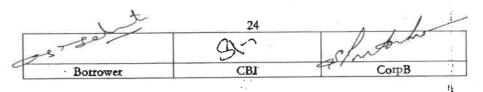
Fax

022 26842450

or such other address and contact number as is designated by the Working Capital Lenders by not less than five (5) Business Days written notice to the Borrower.

27. Severability

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

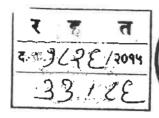










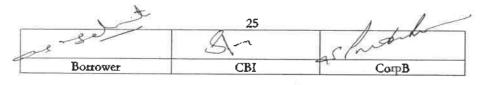


- 28. Governing Law and Jurisdiction
- 28.1 This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of India.
- 28.2 The Mortgagor agree that the courts and tribunals in New Delhi shall, subject to the provisions of Clause 28.3, have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Working Capital Financing Documents and that accordingly any suit, action or proceedings arising out of or in connection with the Working Capital Financing Documents may be brought in such courts or the tribunals and each Party irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- Nothing contained in this Clause 28, shall limit any right of the Working Capital Lenders to bring any suit or take action or proceedings in any other court or tribunal of competent jurisdiction in India, nor shall the bringing of any such suit, taking of any such action or proceedings in one or more jurisdictions preclude the Working Capital Lenders from filing of any suit and/or taking of any action or 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. The Borrower irrevocably waives any objection now or in future, to the venue of any such suit, action of proceedings in any such courts and tribunals and any claim that any such suit, action or proceedings have been brought in an inconvenient forum and further Arevocably agrees that a judgment in any such suit, action on proceedings brought in any such courts and tribunals shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.
- 28.4 The Mortgagor hereby consents generally in respect of any suit, action or proceedings arising out of or in connection with any Working Capital Financing Document to the giving of any relief or the issue of any process in connection with such suit, action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such suit, action or proceedings.

28.5 To the extent that the Mortgagor 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), the Mortgagor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.









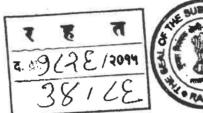
SCHEDULE I

PARTICULARS OF WORKING CAPITAL LENDERS

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Chandermukhi Building, Ground Floor, Nariman Point, Mumbai – 400 021 and amongst others Corporate Finance Branch at Chandermukhi Building, Ground Floor, Nariman Point, Mumbai – 400 021 (herein referred to as "CBI" which expression shall unless repugnant to the subject or context thereof, mean and include its successors and assigns); and

CORPORATION BANK, a Govt. of India undertaking, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 and having its head office at Mangaladevi Temple Road, Pandeshwar, Mangaluru, Karnataka- 575 001 and having its branch offices among other places at Eagles Flight, Suren Road, Andheri (East), Mumbai- 400 093, (herein referred to as "CorpB" which expression shall unless repugnant to the subject or context thereof, mean and include its successors and assigns).

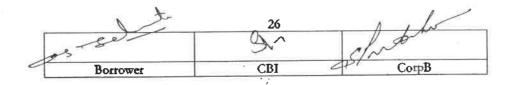
(CBI and CorpB are herein collectively referred to as the "Working Capital Lenders" and individually as a "Working Capital Lender")

















SHORT DESCRIPTION OF THE FIRST MORTGAGED PREMISES

The leasehold rights and interests of the Borrower in:

(A). All that piece or parcels of land bearing Gut No. 194/A/1, being lying and situate at Village, Kolhar, Taluka Rahata, District Ahmednagar in the State of Maharashtra containing by admeasurements 5 Hectares 18 Ares or thereabouts and bounded as follows:

On or towards North by

194/A/2

On or towards South by

195/A/1

On or towards East by

196/2, 194/A/2

On or towards West by

194/A/2, Road

All that piece or parcels of land bearing Gut No. 195/A/1, being lying and situate at Village, Kolhar, Taluka Rahata, District Ahmednagar in the State of Maharashtra containing by admeasurements 3 Hectares 24 Ares or thereabouts and bounded as follows:

On or towards North by

194/A/1

On or towards South by

195/A/2, Road :

On or towards East by

195/A/2, Road

On or towards West by

196/2

All that piece or parcels of land bearing Gut No. 196/2, being lying and situate at Village, Kolhar, Taluka Rahata, District Ahmednagar in the State of Maharashtra containing by admeasurements 0 Hectares 89 Ares or thereabouts

and bounded as follows: On or towards North by

196/1

On or towards South by

196/1/Road

On or towards East by

194/A/1, 195/A/1

On or towards West by

Loni Kd. V B /Road

All that piece or parcels of land bearing Gut No. 198/A/1, being lying and situate at Village, Kolhar, Taluka Rabata, District Ahmednagar in the State of Maharashtra containing by admeasurements 1 Hectares 21 Ares or thereabouts and bounded as follows:

On or towards North by

205/A/2

On or towards South by

198/A/2

On or towards Rast by ...

198/A/2/Road

On or towards West by 198/A/2

(E). All that piece or parcels of land bearing Gut No. 205/A/2, being lying and situate at Village, Kolhar, Taluka Rahata, District Ahmednagar in the State of Maharashma containing by admeasurements 2 Hectares 02 Ares or thereabouts and bounded as follows:

On or towards North by

207/A/1/2

On or towards South by

198/A/1

On or towards East by

205/A/1/Road

On or towards West by

205/A/1

(F). All that piece or parcels of land bearing Gut No. 207/A/1/2 being lying and situate at Village, Kolhar, Taluka Rahata, District Ahmednagar in the State of Maharashtra containing by admeasurements 1 Hectares 21 Ares or thereabouts and bounded as follows:

On or towards North by

Lohagaon VB / Road

On or towards South by

205/A/2

On or towards East by

207/A/1/1/Road

On or towards West by 207/A/1/1

Borrower CBI CorpB







(G). All that piece or parcels of land bearing Gut No. 81/2, being lying and situate at Village, Lohagaon, Taluka Rahata, District Ahmednagar in the State of Maliarashitat containing by admeasurements 1 Hectares 97 Ares or thereabouts and bounded as follows:

On or towards North by : Part of 81/1
On or towards South by : Part of 81/1
On or towards East by : 80/2

On or towards West by : Part of 81/1

(H). All that piece or parcels of land bearing Gut No. 80/2, being lying and situate at Village, Lohagaon, Taluka Rahata, District Ahmednagar in the State of Mahatashtra containing by admeasurements 0 Hectares 86 Ares or thereabouts and bounded as follows:

On or towards North by : Part of 80/1
On or towards South by : Part of 80/1
On or towards East by : Part of 80/1
On or towards West by : 81/2

(I). All that piece or parcels of land bearing Gut No. 85/2 being lying and situate at Village, Lohagaon, Taluka Rahata, District Ahmednagar in the State of Maharashtra containing by admeasurements 1 Hectares 26 Ares or thereabouts and bounded as follows:

On or towards North by : 115/2/2
On or towards South by : Part of 84
On or towards East by : Part of 85/1
On or towards West by : Loni Kd. V B /Road

(J). All that piece or parcels of land bearing Gut No. 115/2/2 being lying and situate at Village, Lohagaon, Taluka Rahata, District Ahmednagar in the State of

Maharashtra containing by admeasurements 2 Hectares 73 Ares or thereabouts and bounded as follows:

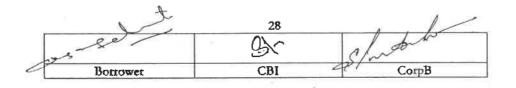
On or towards North by : 115/2/1
On or towards South by : 85/2
On or towards East by : 115/2/1

On or towards West by : Loni Kd. V B /Road

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









IN WITNESS WHEREOF the Mortgagor has caused its Common Seal affixed hereunto and the copies hereof and the Working Capital Lenders have caused these presents and the copies hereof executed by the hands of their authorised officials on the day and year first hereinabove written as hereinafter appears.

THE COMMON SEAL OF PRAVARA RENEWABLE ENERGY LIMITED has pursuant to the Resolutions of its Board of Directors passed in that behalf on 28th day of April, 2015 hereunto been affixed in presence

of Shribard Singh 4MD Kent Dingh Mehantra has signed these presents in token thereof and presents have been executed by Ajan lingh Morenopa



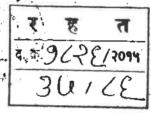
In the presence of:



SMRIKANT SINGI Name: A-3, SAKHAR COLD PRAYARAN AGAR



Name: Nandkumar Dryanden Kady Address: Pravaranagan







SIGNED AND DELIVERED BY the CAPITAL within named WORKING OF LENDER, CENTRAL BANK INDIA, of by hand (Morroyer low) and Share to authorized official.





Name: SHRIKANT SINGH Address: A-3, SAKHAR COLONY PRAYARANASAR

2.

Name: Nordburnar Dnyandco kady Address: Pravavanagar

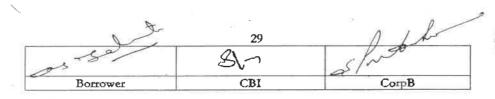














SIGNED AND DELIVERED BY the withinnamed Working Capital Lender,
CORPOATION BANK, by the hand of
Mr. S. Prodonicoven, its
and

authorized official.

In the presence of:

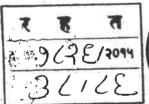
SHRIKANT SINGU Name: Address: A-3, SAKHAR COLOMY PRAVARANASAR

Name: Nandberman Dryander kady

Address: Pravaranagar





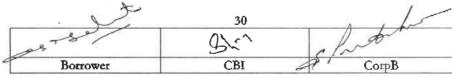
















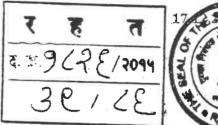


कारपोरेट वित्त शाखा, नरीमन पॉईंट

CORPORATE FINANCE BRANCH, NARIMAN POINT

CFB/NP/2013-14/ 72 9

M/s Pravara Renewable Energy Limited 5th Floor, Orbit Plaza, Plot No. 952/954, New Prabhadevi Road, Prabhadevi, Mumbai-400 025



Reg: - M/s Pravara Renewable Energy Limited-Review & Renewal of Existing - ANFB Limits of Rs 115.00 crore & Fresh Working Capital of Rs 24.00 crore Ref: Company request Letter dated 11.12.2012

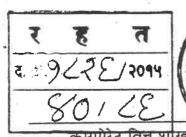
we are pleased to inform that company request for Review & Renewal of Existing Term Loan of Rs 115.00 Crore including Capex LC of Rs 50.00 Crore as sub limit under Term Loan under consortium with our bank as leader & Fresh fund based working capital limit of Rs 24.00 Crore under Consortium out of the total requirement of Rs 40.00 crore was put to our Management Committee of the Board in its meeting held on 5th December, 2013 who has approved the following

2.a LIMIT	S SANCTIO	NED:			(Rs in Cro	ore)			
Facility	ty Limits		Interest/Comm.				Our Share in case of consortium/JL A		
FBWC	(Exit)	(Sanc)	(Exit)	(Sanc)	(Exit)	(Sanc)	(Exit)	(Sanc)	
CC (H)	0.00	24.00 (40.00)		BR+2.25%	0.00	25%	0.00	60%	
Sub total	0.00	24.00 (40.00)		(*)		4			
TERM LOAN	115.00 (191.67)	115.00 (191.67)	BR+1.7	5%	20%	20%	60%	60%	
Capex LC (Sub-limit to TL)	(50.00)	(50.00)		Charges as Guidelines					
Sub Total	115.00	115.00 (191.67)							
TOTAL:	115.00	139.00							
Forward Co	ntracts	·Nil							

Details of Applicable Charges

Particulars	Approved
Processing Charge for WC	0.40% of sanctioned Limit + Applicable Taxes
Inspection Charges	Rs10000+Service Tax
Commission etc LC	As per co guidelines
Documentation	Rs. 20000+ service tax
Other charges DD/BC/RTGS/Folio	Actual Actual









CORPORATE FINANCE BRANCH, NARIMAN POINT

Primary Security: (For Existing Ferm Loan):

The Debt Facility, together with interest, liquidated damages, costs and other monies what soever payable to the Lenders and their trustees shall be secured by:

A first charge by way of mortgage of all of project's immovable properties, present

& future, including leased land;

A first charge by way of hypothecation of all the project's movables except Fuel Stock and Receivables, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, present and future, intangible, goodwill, uncalled capital, present and future relating to project; The Fuel Stock and Receivables shall entail second charge.

A first charge on all operating cash flows, commissions, revenues of whatsoever

nature and wherever arising, of the Project, present & future;

A first charge on the Escrow Account, other reserves and any other bank accounts

of the Project wherever maintained, present & future; and

 A first charge by way of assignment/hypothecation or creation of security interest of all the rights, title, interest, benefits, claims and demands, Insurance contracts / Insurance proceeds

Cash proceeds received from the sale of Carbon Credits / VER / RE or cash flow received

under any clean development mechanism.

Collateral Security:

(For Existing Term Loan):

Second charge on inventory, receivables, fuel stock and other current assets.

Term Loan is also secured by Letter of Comfort from the promoter M/s Gammon Infrastructure Projects Limited (having TNW as on 31.03.2012 of RS 615.94 Crore)

Primary Security (For CC (H):

First Charge on inventory, receivables, fuel stock and other current assets.

Collateral Security (For CC (H):

Second charge on Fixed Assets of the company.

The prime and collateral security shall be shared on Pari Passu basis with other lender for working Capital.

Guarantee:

Letter of comfort from parent/holding company - M/s Gammon Infrastructure Projects Limited for Working Capital limits and Term Loans Limits.

Nature of Security:

Working Capital (CC (H)) Limit of Rs. 24.00 Crore against inventory and receivables up to 90 days (Under multiple Banking/consortium - out of total Working Capital Limit requirement of R 40.00 Crore).

Purpose:

Working Capital Facility to meet the following expenses:

✓ Fuel Stock & 2 months of Receivables due from procurer of power

M/s Pravara Renewable Energy Limited

Page 2 of 4



कारपोरेट वित्त शाखाः नरीमन पॉर्डेट

CORPORATE FINANCE BRANCH, NARIMAN POINT

TERMS & CONDITIONS:

The Bank reserves the right to enhance the rate of interest in case of downgrading of Credit Risk Rating even during the reset period.

The Bank reserves the right to withdraw the concessions and charge normal rate of interest/charges together with applicable penal interest in the "event of default" by the borrower.

✓ The Bank will always be at liberty to stop making further advance or cancel the credit facility. at any time without previous notice and without assigning any reason even though the said limit/credit facility has not been fully availed of.

Company should inform the Bank for their future Expansion/ Diversification /Acquisition/Merger etc.

✓ Company should undertake to utilize the funds strictly for the purpose for which facilities are extended and shall not divert the business mentioned in the proposal and shall not undergo any expansion programme without Bank's permission.

✓ The Bank will have the right to examine at all the times the books of account, premises, factory unit and the assets charged to the Bank and the periodical inspection will be carried out by the Bank's officials and or outside agency appointed by the Bank, the cost of Inspection shall be borne by the company.

✓ The company should keep the Bank informed of all the changes financial or otherwise which may affect the working, business or its capacity to repay the aforesaid facilities sanctioned by the Bank as mentioned above with interest, charges, cost, expenses etc. immediately on the happening of any such contingency or even before such contingency takes place as soon as the company apprehend happening of such contingency.

✓ The Company should agree as a precondition of the loans and advances given to them by the Bank that in case they commit default in repayment of loan/advances or the interest as per agreement on the dates the Bank/or the RBI will have unqualified right to disclose or publish their sees or the name of the company and its directors and guarantors as defaulter in such manner and through medium as the Bank/RBI in their absolute discretion may deel fit.

The Company and its Directors should declare that whether they are relative of any of the directors of our bank or any other bank.

The Bank is at its sole discretion to disclose any information to any institutions about the credit facilities granted to the Company by our Bank as may be required from time to time.

External rating from an accredited rating agency should be obtained within six months from the date of first disbursement failing which 1% penal interest will be charged.

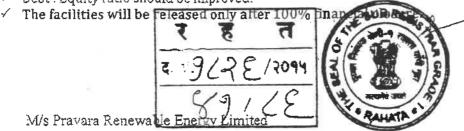
✓ Company should submit Due diligence report as per RBI guidelines before disbursement.

✓ Company should furnish an undertaking from the borrowing concern as well as the guarantor (Letter of comfort provider) that no consideration whether by way of commission brokerage fees or any other form would be paid by the former or received by the latt directly or indirectly.

 \checkmark Power purchase agreement should be got executed between the sugar factory an \P Pravara Renewable Energy Ltd before release of facilities.

✓ The firm should have firm tie up for purchase of bagasse before release of facilities.

✓ Debt : Equity ratio should be improved.





Page 3 of 4



कारपोरेट वित्त शाखा, नरीमन पॉईंट

CORPORATE FINANCE BRANCH, NARIMAN POINT

Cash Credit (Hyp.):

✓ Drawing power will be allowed against the Hypothecation of Inventories as well as Receivables (up to 90 days).

Book debts beyond 90 days, value of bill discounted and book debts of allied/sister concern shall be excluded for drawing power but continue to be held as security.

Stock and Receivable statement should be submitted every month before 10th.

✓ Delay in submission of statement will attract penal interest.

✓ Unpaid stocks should be shown separately and no drawing power will be allowed on the

Stock received under L/C will not be eligible for Drawing Power purpose.

✓ Company should maintain requisite margin on inventories as stipulated at all points of time viz: margin of 25% should be maintained for Inventories, stores, spares etc. and margin of 25 % should be maintained for Receivables (upto 90 days)

✓ Bank's name plate to be displayed prominently at the place where stocks are stored.

✓ Company should submit Stock Statement/ Cash Flow Statement on Monthly Basis

✓ In case of down rating of Credit Risk Rating during currency of loan, the Bank reserves the right to charge higher rate of Interest.

As a token of acceptance, kindly acknowledge on the duplicate of this sanction letter and call on our Senior Manager, Document cell, for execution of necessary documentation.

Yours faithfully,

(ASST GENERAL MANAGER)















723

Corporation Bank

(A Premier Gove of India Enterprise)

Corporate Banking Branch

Eagles flight, Suren Road, Andheri (E), Mumbai-400 093

Ref: No. OR/CBBAND/PREL/1322/2014-15

Date: 09/03/2015

M/s.Pravara Renewable Energy Ltd., Gammon House, Veer Savarkar Marg. Prabhadevi, Mumbai 400 025.

CSI is sent in duplicate. Kindly retransmit the 'Customer Acknowledgement Copy' duly authenticating on all the pages.

Dear Sir,

Sub: Your proposal for sanction of credit limits

This has reference to the above subject. We are pleased to communicate review of credit facilities subject to special and general terms and conditions as detailed in the enclosed Credit Sanction Intimation (CSI) bearing reference No CDS:CSI:SNR:C4C:228:2014-15 dated 25/02/2015 and the annexures thereto.

- 1.1 The CSI is sent in duplicate and we request you to retransmit the <u>'Customer Acknowledgement Copy'</u> to us, duly authenticating the same in confirmation of acceptance of the terms and conditions of sanction. We also request you to take necessary steps for complying with the terms and conditions stipulated therein to enable us to release the credit facilities.
- 2. Whilst on the above, we also seek the following business from your organization:

a) To open the salary accounts of all employees as well as the personal accounts of the promoters/directors of the organization with us.

To avail the facility of life/non life insurance products to meet the requirements of your employees/Company/Promoters and more particularly general insurance on the assets of the organization.

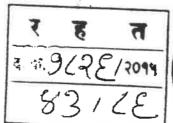
We are sure, you will patronize our Bank by extending the additional business as mentioned above.

Thanking you,

Yours faithfully,

Asst. General Manager

Encl: as above







CUSTOMER COPY कार्पोरेशन बैंक Corporation Bank,

ऋण मंजूरी सूचना CREDIT SANCTION INTIMATION

प्रेषित From

प्रेषिती Mail to:

शाखा / BRANCH

MUMBAI-ANDHERI(CBB)

PRAVARA RENEWABLE ENERGY LIMITED GAMMON BOUSE, VEER SAVARKAR MARG, BELADEVI, MUMBAI 400 025

विषय Sub ऋण सुविधा 🛴 ओं के लिये आपका अविदन पत्र

Subject: Your application for eredit facility / facilities

प्रिय महोदय Dear Sir.

उपर्युक्त के संदर्भ में अनुबंध में निहित सामान्य और विशेष निबंधनों एवं शतों के अधीन हम आपको ऋण सुविधा/ओं की मंजूरी / समीक्षा की सूचना प्रेषित करते हैं।

With reference to the above, we are pleased to communicate sanction/revision of credit facilities subject to the general and the special terms and conditions set out in Annexure (s).

कृपया यह स्पष्ट रूप से समझ लें कि बैंक की सुविधा के अनुसार आपको इन ऋण सुविधाओं की मंजूरी दी गयी है तथा मंजूरीकृत सुविधाओं का लाभ उठाने से पहले , बिना किसी पूर्व सूचना के किसी भी समय ये रद्द की जा सकती हैं। बैंक वितीय सहायता को किसी भी स्तर पर बिना किसी सूचना अथवा उद्देश्य के कोई भी कारण दिये बिना ऑशिक रूप में अथवा पूर्णत: निरसन कर सकता है या इसको वापस ले सकता है या इस पर रोक लगा सकता है।

It is to be clearly understood that these facilities are sanctioned subject to the convenience of the Bank and may be cancelled at any time without prior notice before making available the sanctioned facilities. The Bank may revoke in part or in full or withdraw/Stop financial assistance at any stage, without any notice or giving any reasons or any purpose whatsoever.

हमें ऋण मंजुरी सुचना की प्राप्ति संबंधी आपकी पावती भी चाहिए तथा। यह पुष्टीकरण भी कि विभिन्न ऋण सुविधाओं के लिए निहित शर्तें आपको मान्य हैं। यह सूचना इसलिए दो प्रतियों में भेजी गयी हैं। आपसे अनुरोध है कि संबंधित स्थान पर विधिवत् हस्ताक्षर करने, कि ये शर्ते आपको मान्य हैं, एक प्रति हमें वापस भेज दें। आपके द्वारा विधिवत् हस्ताक्षरित ऋण मंजुरी सूचना की प्रति की प्राप्ति तथा गारंटीकर्ता/ओं के साथ आपके द्वारा निर्धारित प्रतिभृति प्रलेखों के निष्पादन के बाद , हम ऋण सुविधाओं को जारी करने की व्यवस्था करेंगे।

We require your acknowledgement for having received Credit Sanction Intimation and confirmation that the terms and inditions as communicated herein for various credit facilities are acceptable to you. This intimation is therefore sent ou in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepte terms. On receipt of the copy of Credit Sanction Intimation duly signed by you and your executing the prescribed ecurity documents alongwith the Guarantor(s) we will arrange to release the facility/ies.

नक Encl: Annexure I, Ia and GI

शाखा प्रबंधक /Branch Manager

को किया जाना चाहिए

मंजूरीकर्ता विभाग Sanctioning Total Provide Banking Branch

Review/Renewal due on : 25/02/2016

CDS, H.O, Mangalore

शाखा संदर्भ और तारीख Branch reference & date OR/CBBAND/PREL/1026/2014-15 DT. 11/11/2014 मंजरी संदर्भ और तारीख Sanction reference & date CDS:CSI:SNR:CAC:228:2014-15 DT.25/02/2015

मंजुरी कुट Sanction Code: CC 8137-Y-3263-909-1250-20BXX

BSR CODE: 40105

मंजूरी की शर्ते TERMS OF SANCTION: ANNEXURE I, Ia AND GI.

सहायक महा प्रबंधक के हे जिए पिरामिन L MANAGER







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725.

मंजूरी की शर्ते TERMS OF SANCTION(Contd.)

र ह त 5.9८२६/२०१५ 84/८६



ज़ृते कापरिशन बैंक For Corporation Bank



श्राचन भरा भनेपया/Asst. Gen Menager शापीट वैकिन शास/Corporate Sanking Branch निर्मि (प्रा/Ancheri Er, पुर्स) Mumbai - 400 003 शास्त्र प्रवेषक BRANCH MANAGER

विशेष अनुदेश SPECIAL INSTRUCTIONS

मंजूरी सीमा(ओं) का लाभ उठाकर अगर मंजूरी की तारीख से तीन महीने के भीतर नहीं उठाया गया तो यह व्यपगिमत हो जाएगा.

The sanctioned limit(s) will lapse if not availed within three months from the date of sanction आपसे अनुरोध है कि संबंधित स्थान पर विधिवत् हस्ताक्षर करके कि ये शर्ते आपको स्वीकार्य हैं, इस मंजूरी सूचना की दूसरी प्रति वापस भेजने का कष्ट करें.

You are requested to return the second copy of this Sanction Intimation duly signed at the recount space in token of having accepted the terms and conditions.

ग्राहक प्रति CUSTOMER COPY







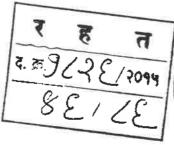


BORROWER	PRAVARA RENEWABLE ENERGY LIMITED	
BRANCH	MUMBAI-ANDHERI(CBB)	
REF NO.	CDS:CSI:SNR:CAC:228:2014-15 DT:25/02/2015	

ANNEXURE-I

Facility	Cash Credit - Fresh Sanctio	On .					
Extent of Credit	Rs.16.00 crore.						
1	Further the availment of the limit shall be restricted from April to						
	November (from 10th day o	November (from 10 th day of the every month) as given in the table					
	below, subject to availability	below, subject to availability of Drawing Power and:					
	,	(Rs. in crore)					
	Month	Amount					
	April	14.66					
	May	13.22					
	June	11.98					
	July	10.64					
	August	9.30					
	September	7.96					
	October	6.62					
	November	5.28					
Extent of Credit in Wor	ds Rupees Sixteen crore only.	1 4-					
Sub Limit	Nil.						
Purpose	Working Capital Requirement	•					
Security	Primary: First charge on In	ventory, receivables, fuel stock and other					
	current assets.	Water and the second se					
1	Collateral:						
	Second Charge on Fixed assets	s of the Company					
	The prime and collateral secur	ity shall be shared on pari passu basis with					
	other lenders for the project for	or Term Loan & proposed Working Capital					
	lenders.						
Margin	25.00%.						
Rate of interest	12.50% p.a. (Central Bank of	India Base Rate + 2.25% p.a., i.e., 12.50%					
1	p.a. compounded monthly), si	ubject to the rate shall not be lower than					
8	base arte of our Bank.						
20#	However, if Central Bank of	India charges higher ROI, the company					
7/	shall pay the same ROI to our l	Bank also.					
payment	CC - running account repayab	le on demand subject to Annual renewal					
rocessing Charges	Applicable rates plus service ta	ix.					













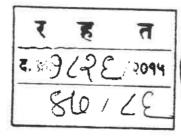
Other Terms and Conditions:

- 1. Working Capital limits shall be released only after achievement of COD / commercial production and upon completion of documentation with the up after obtaining prior permission from GM (Credit).
- 2. The branch to ensure that the limits to be availed within the Drawing Power and on pro rata basis with Lead Bank.
- 3. The limit shall be operated as per loan system for delivery of Bank Credit. Drawing Power shall first be allocated to the WCDL component and the remaining to Cash Credit limit.
- 4. The applicant shall submit to the Bank monthly stock statement / book-debt statement in the prescribed form within 10th day of each succeeding month. The drawings shall be restricted to Drawing Power (within the sanctioned limit) arrived at on the basis of paid stocks and eligible outstanding book debts subject to retaining the stipulated margin.
- 5. The raw materials procured on DA basis under the LC limit, if any, shall be shown separately in the stock statements and the same shall not be reckoned for computation of drawing power until such raw materials are fully paid for by the Company.
- 6. The receivables / book-debts due from associate / group concerns shall not be reckoned for the purpose of computation of drawing power.
- 7. Book-debts statement setting age-wise classification of book debts duly certified by Chartered Accountant shall be submitted once in six months.
- 8. Penal interest at 1% above the applicable normal rate shall be applicable in case of following events:
 - i. Default in submission of periodical stock statements.
 - ii. Default in the submission of data under Quarterly Information System.
 - iii. Default in the submission of required data/financial statements for annual review/renew al of the credit limits sanctioned.
 - iv. Failure to honour specific borrowing covenants such as diversion of funds.
- 9. Stock Audit will be conducted normally once in a year by an outside agency appointed by the Bank, the expenses whereof shall be borne by the company.
- 10. Hypothecated goods/pledge of goods/goods purchased out of Bank's finance should be stored in pucca build godowns and the same should be comprehensively insured with Bank clause for risks like Fire, Burglary, Housebreaking, earth quake, flood and other risks that are applicable to the type of assets at the company's cost.
- 11. The company shall display notice of the hypothecation of goods to the Bank at the place its business/all it's godowns.
- 12. Working capital funds granted shall not be diverted or invested to associate/group companies. Further the working capital funds shall not be utilised for capital expenditure.

 All other terms and conditions as stipulated by the Lead Bank shall be applicable Mutatis

Autandis for the credit limits sanctioned by our Bank.











Annexure I2 - OTHER TERMS & CONDITIONS

1. Guarantor:

Letter of Comfort from parent/holding company - M/s. Gammon Infrastructure Projects Limited

Sl. No.	Name of the Guarantor	Capacity	Networth (Rs. in crore)	Basis of Networth
1	Gammon Infrastructure Projects Ltd	Company	670.90	AFS as on 31.12.2013

2. Collateral Security:

(Rs. in crore)

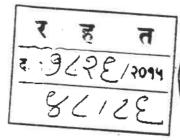
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Facility_	Security Name	Owner -	Total	Basis.	-Date of
			Value		Valuation -
WC	2 nd charge on P&M and other	Company	57.40	Estimates	Project Cost
	moveable assets				
Total			57.40		

Other Terms and Conditions:

- 3. Before release of any amount under the credit facilities sanctioned, the branch shall ensure the following: -
 - 3.1 Obtain confidential opinion from all the existing bankers on the borrower company and its associates companies, which shall be found satisfactory.
 - 3.2 Legal opinion on the immoveable properties offered as primary / collateral shall be approved by the Law Officer attached to the Legal Services Division H.O/ Z.O. Mortgage/documentation formalities shall be completed under due legal advice.
 - 3.3 Valuation report of the immovable/movable fixed assets to be mortgaged/ hypothecated shall be obtained from Bank's approved valuer.
 - 3.4 Upon completion of documentation the same shall be subject to legal audit. The legal audit of the documents shall be conducted before release of the facilities and irregularities if any, shall be rectified.
- 4. Our charge / modification of charge on the entire fixed assets, both present and future, and current assets shall be registered with ROC within the prescribed period.
- 5. The Branch shall obtain an undertaking from the borrower Company as well as guarantors that no consideration whether it be by way of commission, brokerage, fee or in any other form will be paid by the former or received by the latter directly or indirectly in connection with guarantees furnished in favour of the bank.

The company shall not divert working capital funds for payment of installments under term loans, meeting cost of acquisition of additional fixed assets, etc. An undertaking letter to this effect shall be obtained from the company.









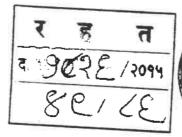


- 7. All securities charged to the Bank shall be comprehensively insured against all risks for the full value at the Company's cost and the policy shall remain in the joint names of the Company and bank with bank clause duly incorporated therein.
- 8. The Company shall obtain NOC from the Bank for availing of credit facilities from other Banks/FIs, further expansion of business, taking up new business activity or setting up/investing in a subsidiary whether in the same business line or unrelated business.
- 9. In case the borrower commits default in the payment of any of the facilities or in the repayment of interest thereon or any of the agreed installment of any loan/advance on the due date/s, the bank and or the RBI will have an unqualified right to disclose or publish the name of the firm and its directors as defaulters in such manner and through medium as the Bank or RBI in their absolute discretion may deem fit.
- 10. The borrower shall not transfer / invest funds of the company in whatsoever manner in any other concern without obtaining the prior consent of the Bank.
- 11. The branch shall ensure verification, search, inspection etc. with the respective authorities / Registrars prior to accepting any document / title deed pertaining to real estate / immovable properties stipulated either as primary or collateral security for establishing authenticity of such documents.
- 12. The branch shall confirm that name of the company / promoters do not appear in caution list of ECGC.
- 13. The branch shall obtain copies of permission obtained from local authorities / Pollution control Board for expansion of the capacity and same shall be held on record.
- 14. During the currency of the Bank's credit facilities, the company will not, without the Bank's prior permission in writing:
 - a) effect changes in the company's capital structure.
 - b) formulate any scheme of amalgamation / reconstitution.
 - c) enter into borrowing arrangement either secured or unsecured with any other Bank, financial institution, company, firm or persons
 - d) undertake guarantee obligation on behalf of any other company, firm or persons.
 - e) create any further charge, lien or encumbrance over the assets and properties of the company, which are to be charged to our Bank, in favour of any other Bank, financial institutions, company, firm or person.
 - f) sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
- 15. The company shall not invest any amount for acquisition of fixed assets without any long term arrangement and without maintaining a current ratio of 1.25:1. Necessary undertaking to this effect shall be obtained from the company.

Rate of interest / commission and other terms applicable to the credit facilities are subject to review from time to time and are liable to be modified at the sole discretion of the Bank. Interest as indicated will be / will continue to be charged with monthly rests. The bank reserves the right to give notice at any time and thereafter to charge such other rate of interest as the Bank may decide.

7. Legal / other charges incurred by the Bank in connection with documentation shall charged to the borrower's account.







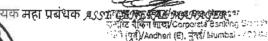


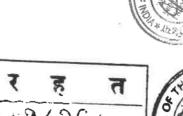


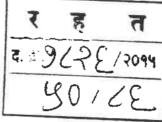
- 18. The unsecured loans raised / to be raised by the company shall be subordinated to the credit limits sanctioned by our Bank and the same shall not be repaid during the currency of the said credit limits.
- 19. The company shall route prorata transactions through the account maintained with us.
- 20. The company shall submit stock, book debt, quarterly information system statement and other financial statement / data within the time limit prescribed for the purpose. The monthly stock statement shall contain details of unpaid stock, stock procured under usance LC and creditors for purchases. Valuation of stocks shall be at cost or the current market rates whichever is lower. The book debts statement submitted monthly shall contain agewise break up of receivables and details on bills discounted / purchased.
- 21. Inspection of stocks / books shall be carried out by the bank as per bank's laid down procedure. The company shall make necessary arrangement to this effect
- 22. The borrower company shall furnish a certificate on quarterly intervals to the effect that the loan funds have been utilized for the purpose for which it has been sanctioned and there is no diversion of funds for capital market. The branch shall scrutinize the statement of account and ensure that such diversion have not taken place.
- 23. The Branch shall obtain letter of consent from the company as per the format given in HO Circular No. 346/2002 dated 29.10.2002 for disclosure of information to Credit Information Bureau (India) Ltd. or any other agency authorized by RBI.
- 24. While entering the master data of the borrower in Core Banking Solutions, his RAM Code No.015392 shall be entered in the Main Limit Structure as well as in the Account Opening (Last screen / item).
- 25. The Branch shall ensure that proper and effective system is put in place for exchange of information about the conduct of the borrowal account with other financing bank at least at quarterly intervals and also obtain regular certification by a professional, preferably a Company Secretary, regarding compliance by the Company of various statutory prescriptions that are in vogue (as per prescribed formats given in HO Circular No. 867/08 and 1088/2008).
- 26. Processing charges shall be collected at the applicable rates plus service tax.
- 27. The ZO shall get the Credit Audit of the borrowal account conducted as per banks guidelines.
- 28. All the other terms and conditions stipulated by the Lead Bank shall be mutatis mutandis applicable to credit limits sanctioned by our Bank.

In addition to the above-mentioned terms and conditions, the general terms and conditions as furnished in Annaxune (Hahallalso be stipulated for all credit limits

For Corporation Bank

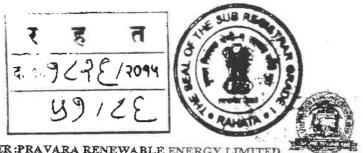












BORROWER: PRAVARA RENEWABLE ENERGY LIMITED

: MUMBAI-ANDHERI(CBB)

REE

: CDS:CSI:SNR:CAC:228:2014-15 DT.25/02/2015

General terms and conditions:

ANNEXURE GI

- 01. Processing charges / upfront fees wherever applicable shall be collected from the applicant company as per the Bank's rules.
- 02. The credit limits sanctioned shall be made available to the applicant after the Bank secures/the applicant furnishes as the case may be:
- (a) Satisfactory confidential opinion/credit report from the concerned bankers of the applicant or the applicant's associate concerns,
- (b) Letter of Confirmation from the applicant stating that the unit is not enjoying any credit limits with other Banks and that the unit will exclusively deal with our Bank:
- (c) A copy of valid License/SSI registration certificates.
- (d) Legal opinion from the Bank's approved advocate affirming that the applicant holds valid legal and marketable title in respect of the title to the land and buildings to be mortgaged in the Bank's favour as primary/collateral security for the term loan and / or working capital credit limits.
- (e) Permission letter issued by the Urban Land Ceiling Authorities, if applicable.
- (f) Valuation Report from the Bank's approved Engineer in respect of the cost or market value of the property to be mortgaged in the Bank's favour.
- (g) A power of attorney in favour of the Bank for receiving on behalf of the applicants the proceeds of subsidy/development loan from the Government/Government Agency. Cheques representing proceeds of subsidy/development loan shall be routed through the Bank.

(h) A declaration from the applicant that:

i) If he is an individual, that he is not a specified near relation of any senior officer of the financing bank.

ii) If it is a partnership firm or H.U.F. firm, that none of the partners or none of the members of the H.U.F. is a specified near relation of any senior officer of the financing bank.

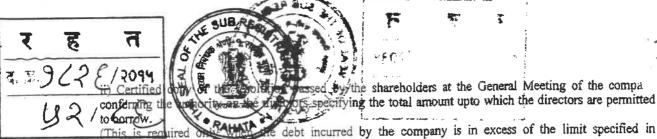
iii) If it is a joint stock company, that none of its directors, is a relative of any senior officer of the financing Bank,

A declaration from the applicant furnishing details of the relationship, if any of the applicant to any senior officer of the financing Bank.

NOTE: If the declaration made by the borrower with reference to the above is found to be false, then the Bank will be entitled to revoke and/or recall the credit limits(s) sanctioned.

- (i) if the applicant is a company (Public or Private), certified copy of resolution passed at the Board Meeting of the Company authorising borrowal of credit Limits from the Bank and execution of loan documents.
- (j) If the applicant is a Public Limited Company or Private Limited Company which a subsidiary of a Public Limited Company -
- i) Certified copy of the Board resolution declaring that the Company's total borrowings including the proposed borrowings from the Bank are within the aggregate of its paid up capital and free reserves as required by Sec.293 (1) (d) of the Companies Act. 1956 or within the borrowing limit sanctioned by a resolution passed by the shareholders at the General Meeting of the Company.





debt incurred by the company is in excess of the limit specified in Sec.293 (1) (d) of the Companies Act 1956).

- (k) Copies of latest Wealth/Income Tax Assessment orders of the applicant/partners of the applicant firm/directors of the applicant company and guarantor(s).
- 03. The applicant shall comply with all the requisite Statutory formalities required for ensuring effective, valid and legal charge on the various securities stipulated and execute all the necessary documents in favour of the Bank or other authorities as may be specified by the Bank therefore.
- 04. Buildings/machineries/stocks etc., mortgage hypothecated/ pledged shall be kept comprehensively insured for full value against all risks (fire, riots, strike, civil commotion, malicious damage and all other risks) at the borrower's cost and the policy should remain in the joint names of the borrower and the Bank or assigned in the Bank's favour. Standing instructions to debit the borrower's account with the premium amount payable to the insurance company should be obtained and the policy should be kept in force during the subsistance of the Bank's advance.
- 05. If the applicant is company, Bank's charge over building/machineries /stocks /book-debts and modification of charge thereof, if any, should be registered with the Registrar of Companies within 30 days of its creation as per the Companies Act.
- 06. Proper sign board should be displayed/painted on the premises of the factory/godowns at a conspicuous place giving clear notice of the Bank's charge over the assets of the unit. Name plate on each item of machinery stating that it is hypothecated to the Bank should be affixed on the machineries.
- 07. The borrower should submit to the Bank every year audited annual accounts within a period not exceeding 6 months from the close of the previous accounting year.
- 08. The borrower shall keep the Bank informed of the legal action, if any, instituted against the Proprietor/Partners/Directors in any court of law; once in every quarter during the currency of the credit facilities.
- 09. In case of non-submission by the applicant of stock/book-debts statements, renewal papers and periodical statements viz., QIS statements etc., the Bank shall be entitled to charge penal interest at --% above the rate of interest stipulated/applicable from time to time for the various credit facilities for the period of default in submission of such statements/papers. Penal interest shall be charged on the outstanding advances on the date on which the statement(s)/papers was/were due for submission. If the default persists the Bank shall be constrained to freeze the operations in the borrowal accounts and/or recall the advances made.
- 10. The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned and if the Bank apprehends or it has reasons to believe that the borrower has violated or is violating this condition, the Bank has a right to recall the loan amount or any part thereof at once not withstanding anything contrary to the above or any other agreement.
- 11. The Bank may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever.
- 12. The sanction(s) accorded by the Bank does not vest in any one right to claim any damages against the Bank for any reasons whatsoever.









अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

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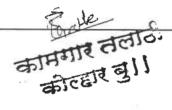
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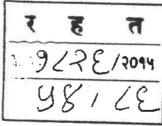




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अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- कोल्हार बुद्रुक तालुका :- राहाता

जिल्हा :- अहमदनगर

अहवाल दिनांक:- ०५-०५-२०९५

गट क्रमांक व भुधारण	। भोगवटदाराचे नांव	
उपविभाग पद्धती		
े १९५/अ/१ भोगवटाव	श र्	
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नांव	क्षेत्र आकारआणे पै पो.ख.फे.फा	खाते क्रमांक
क्षेत्र एककहे.आर.चौ.मी	पद्ममश्री डॉ. विष्ठलराव विखे ३.२४.००५.१५ (४५१४)	492
	पाटील सह.साखर कारखाना	कुळाचे नाव
बिन शेती ३.२४.००	लि.प्रवरानगर	इतर अधिकार
!		इतर (४४९)
बिन शेती ५.१५	#	इतर (१६६६)
आकारणी _r		इतर (२०२६)
	र ह त	विहिर (२०२६)
जिरायत –	100000000000000000000000000000000000000	[बोजा – सहकारी सोसायटी
	9626/2094	इकरार] (४७१७)
बागायत -		[प्रवरा सह. बँक लि.
	39/28	प्रवरानगर](४७१७)
तरी	таната	[ग, ख, क, घे.](४७९७)
वरकस -	:	ं [बोजा - राष्ट्रीयकृत बँक
- इतर -		गहाण] (४७६६)
	* ×	 [महाराष्ट्र स्टे. को.ऑफ बँक
·		मुंबई](४७६६)
एकुणक्षेत्र-		[न.ग.ख.क.घे.](४७६६)
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		को.ऑप.बैंक](४७६६)
	E	[लि.हेड ऑफिस मुंबई
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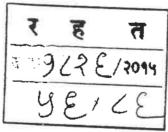




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सर्वे	गाद: को	न्हार बुड् मिश्र संकेत जल	क मिश्र पि णाचा क्रमांक अजल	पिकार काखाल घ प्रत्येव पिकांचे	बालील ठील क्षेत्र टक पिवे ठाखाली जल	तालुक क्षेत्राचा त क व लि क्षेत्र	ा: राहात तपशील निर्भेव पिकांचे	पिकार क्षेत्र जल	बालील	जिन् निर्भेळपिव लागवन उपलब्ध जग् स्वरूप	ल्हा: अहम गखालील डीसाठी नसलेली नीन	दनगर जल सिंचनाचे	शेरा
सर्वे	गाद: क हंगाम संपूर्ण वर्ष	न्हार बुड् मिश्र संकेत जल	क मिश्र पि णाचा क्रमांक अजल	पिकार काखाल घ प्रत्येव पिकांचे	बालील ठील क्षेत्र टक पिवे ठाखाली जल	तालुक क्षेत्राचा त क व लि क्षेत्र	ा: राहात तपशील निर्भेव पिकांचे	पिकार क्षेत्र जल	बालील	जिन् निर्भेळपिव लागवन उपलब्ध जग स्वरूप	न्हा: अहम गखालील डीसाठी नसलेली नीन क्षेत्र	दनगर जल सिंचनाचे	शेरा

कामगरि वहारि











अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- कोल्हार बुद्रुक तालुका :- राहाता

जिल्हा :- अहमदनगर

अहवाल दिनांक:- ०५-०५-२०१५

गट क्रमांक व भुधारण उपविभाग पद्धती १९६/२ भोगवटाव वर्ग -१	रार	
शेतीचे स्थानिक नांव	क्षेत्र आकारआणे पै पो.ख.फे.फा	खाते क्रमांक
क्षेत्र एककहे.आर.चौ.मी	पद्ममश्री डॉ. विष्ठलराव विखे ०.८९.००१.०० (४५१	४) ५१८
	्पाटील सह.साखर कारखाना	कुळाचे नाव
बिन शेती ०.८९.००	लि.प्रवरानगर	इतर अधिकार
	08	इतर (१६६६)
बिन शेती १.००	auß RE	प्रक्रा सह.बँक प्रवरानगर (
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बागायत -	9016	को.ऑ.इंडिया](४७१८)
		[बोजा – राष्ट्रीयकृत बँक
तरी -		गहाण] (४७४३)
ं दरकस -		[युनियन बॅक ऑफ इंडिया
इतर -		शाखा](४७४३)
		[प्रवरानगर ग.ख.क.घे.]("
	:	8083)
एकुण क्षेत्र-		[चंअरमन आण्णासाहेब कडू
	ži](8083)
	1	[बोजा - सहकारी सोसायटी
		इकरार](४७४३)
पोटखराब (लागवडीस		[ग.ख.क.घे.](४७४३)
अयोग्य)		[बोजा – राष्ट्रीयकृत बँक
वर्ग (अ) 🕒	:	ाहाण](४७६६)
वर्ग (ब) _		[ऑफिस मुंबई ग.ख.क.घे.
एकुण पो ०,००,००	1111/2](8088)
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ग.ख.क.घे.](४७६६) [इतर –] (४७६६) [महाराष्ट्र स्टेट को.ऑप बँक हेड](४७६६) इतर – (७४६८)

(४४९),(१६१९),(२२३५),(२४५९),(२७०७),(२७७९)

सीमा आणि भुमापन चिन्हे

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गाव नमुना बारा

अधिकार अभिलेख पत्रक

अहवाल दिनांक: ०५-०५-२०१५

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

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गाव नमुना सात

अधिकार अमिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- कोल्हार बुद्रुक

तालुका :- **राहाता**

जिल्हा :- <mark>अहमदनगर</mark>

अहवाल दिनांक:- ०५-०५-२०१५

गट क्रमांक व भुधारण		
उपवियाग पद्धती		
१९८/अ/१ भोगवटाव		
वर्ग -१		
शेतीचे स्थानिक		
नांव	क्षेत्र आकारआणे पै पो.ख.फे.फा	खाते क्रमांक
क्षेत्र एककहे.आर.चौ.मी	पद्ममश्री डॉ. विष्टुलराव विखे १.२१.००१.८५ (४५१	४) ५१८
8 4	पाटील सह.साखर कारखाना	कुळाचे नाव
बिन शेती १.२१.००	लि.प्रवरानगर	इतर अधिकार
!		इतर (४१९)
बिन शेती १.८५		बोजा – राष्ट्रीयकृत बँक
आकारणी	7 7 SUBRE	गहाण (१६१९)
	7 8 7	महाराष्ट्र स्टेट को.ऑ.बॅक
फेरफार १०८२३	<u>96768</u>	लि. (१६१९)
मांक	- JE(C/1013 3/8 3/8]	हेड ऑफीस मुंबई
जिरायत -	40/68	ग.ख.क.घे. (१६१९)
×	CANATA	इतर - (१९६८)
बागायत -		बोजा – राष्ट्रीयकृत बँक
		गहाण (२७०७)
तरी 👤		महाराष्ट्र स्टे. को ऑफ बँक
वरकस -		मुंबई (२७०७)
इतर -	-	न.ग.ख.क.घे. (२७०७)
·	;	[बोजा – सहकारी सोसायटी
·		इकरार] (४७१७)
एकुण क्षेत्र -	!	[प्रवरा सह. बँक लि.
	-	प्रवरानगर](४७१७)
		[ग. ख. क. घे.](४७१७)
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अहवाल दिनांक: ०५-०५-२०१५

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९) गाव: कोल्हार बदक तालका: राहाता जिल्हार अहमदनगर

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अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- कोल्हार बुद्रुक

तालुका :- **राहाता**

जिल्हा :- <mark>अहमदनगर</mark>

अहवाल दिनांक:- ०५-०५-२०१५

गट क्रमांक व मुघारण उपविमाग पद्धती	भोगवटदाराचे नांव	· · · · · · · · · · · · · · · · · · ·
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अहवाल दिनांक: ०५-०५-२०१५

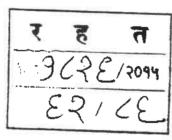
गाव नमुना बारा अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९)

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गाव नमुना सात

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- कोल्हार बुद्रुक

तालुका :- **राहाता**

जिल्हा :- अहमदनगर

अहवाल दिनांक:- ०५-०५-२०१५

गट क्रमांक व भुषारण उपविभाग प्रद्धिती २०७/अ/१/२ मोगवटाव वर्ग -१	गर	
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गाव नमुना बारा

अहवाल दिनांक: ०५-०५-२०१५

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९)

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अधिकार अभिलेख पत्रक

अहवाल दिनांक : ०६/०५/२०१५

[मङाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नॉदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम , १९७१ यातील नियम ३, ५, ६ आणि ७]

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गाव नमुना बारा पिकांची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंददहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ वातील नियम २९]

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कामगार तलाठी

Print Serial No. 272600040324470000/1688

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अधिकार अभिलेख पत्रक

अहवाल दिनांक : ०६/०५/२०१५

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[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे) व सुस्थितीत ठेवणे) नियम , १९७१ यातील नियम ३, ५, ६ आणि ७]

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[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ वातील नियम २९]

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ता.राहाता,जि.अहमदनगर





अधिकार अभिलेख पत्रक

अहवाल दिनांक : ०६/०५/२०१५

[पहाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नॉदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम , १९७१ यातील नियम ३, ५, ६ आणि ७]

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वशेष आकारणी	5			
	(४१४७)			सीमा आणि भूमापन चिन्हे

गाव नमुना बारा पिकांची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदबहया (तयार करणे व सुस्थितीत ठेवणे) नियम , १९७१ वातील नियम २९]

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		मिश्रणाचा संकेत क्रमांक	:	घटक पिके व प्रत्ये	का खालील क्षे	7		अजल सिंचित	नसलेली	जमीन	साधन	
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रिधारी विश्वास्ति, कामप्रमेह, बेर्ड समप्ति

Plint Serial 4302777900040324470000/168 ता.राहाता,जि.अहमदमगर







अधिकार अभिलेख पत्रक

अहवाल दिनांक : ०६/०५/२०१५

748

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम , १९७१ यातील नियम ३, ५, ६ आणि ७]

गाव् : लोहगांव		तालुका : राहाता	जिल्हा :	अहमदनगर
गट क्रमांक गट क्रम उपविधा ११५/३/१	6	भोगवटादाराचे नाव		·
शेताचे स्थानिक नाव		क्षेत्र आकार आणे पै	पो.ख. फे.फा.	खाते क्रमांक
हे. आर.चौ.मी. अक्षिक क्षेत्रर 162.00 आकारणी २८३.00 (२०१२) एकूण एकूण वर्ग (अ) वर्ग (ब) रफ्टूण आकारणी जुडी किंवा वेशेष आकारणी	3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 -	8 7 28/2094 1/8 1/8	(२०१२)	१११ कुळाचे नाव इतर अधिकार इतर [पु.का.लागू] (४०७८) सहकारी सोसायटी इकरार [दि अ.नगर डि. से.को.ऑ.बॅक लि.अ.नगर] (४१७१) [दि अ.नगर डि. से.को.ऑ.बॅक लि.अ.नगर] राष्ट्रीयकृत बॅक गहाण [बॅक ऑफ इंडिया शाखा अ.नगर] (४३१९) [न.ग.ख.क.घे.] राष्ट्रीयकृत बॅक गहाण आय.डी.बी.आय बॅक लि.पुणे (४३४०) प.डॉ.विखे.सह.सा.का.
	(६८३),(७५४),(७५६),(१३५५),(१५४३),(३४९६),(३६६१),(३८७	र)	सीमा आणि भूमापन चिन्हे

गाव नमुना बारा पिकांची नॉदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

		पिकाखलील क्षेत्रांचा तपशील								T	T
		1	मिश्र पिका खालील क्षेत्र			निर्भेळ पिकाखालील क्षेत्र		लागवडीसाठी उपलब्ध	जल सिंचनाचे		
		मिश्रणाचा संकेत क्रमांक		घटक पिके व प्रत्येव	ह्य खालील क्षेत्र		**	अजल सिंचित	नसलेली जमीन	साधन	
ৰৰ্জ -	हंगाम	जल सिंचित	अजल सिंचित	पिकाचे जल नाव सिंचित	.अजल सिंचित	पिकाचे नाव	जल सिंचित		स्वरुप क्षेत्र		शेरा

मीजे- (भेट्रजीव

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Tint Serial No. 272600040324470000/160

RHT-02725INDEX2 दस्तकपांक व वर्ष: २४३५/२०१० सूची का दोन INDEX NO. II कोल्हार बुद्धक विक्रमां व (1) विलेखाचा प्रकार, गोतवस्याचे स्व य वामास्थायं (गाडेपटटस्थया वावतीतः पटटाकारः आकारणा देखे बा.मा. हि. ३३,०४४,०००.०० ही) वर्णना १)मीफे. जोस्लार कु वैधील विक्रकर ग.ने. 194/अ/1 क्षेत्र 05हेश्व कार द्वानाने. 195/अ/1 क्षेत्र 05हेशः अप अप ते. 196/2 क्षेत्र 00हेक्षः कार भागने. 196/अ/1 केन.01हेशः भूगः इ)म.ने. 205/अ/2 क्षेत्र.04हे02 आर व)म.नं. 207/अ/1/2 क्षेत्र 01हेश्य आर नीके. होस्पांत्र वैधील विक्रकत 1)म.ने. 81/2 क्षेत्र 01हेक्षः अरर 2)मृत्ते. 80/2 क्षेत्र 00हेक्ष्ट जार व)मृत्ते. 86/2 (2) भूभागनः, पौदहिस्सा व धरत क्षेत्र 01 हे28 बार ४)ग.मं. 115/2/2 क्षेत्र 92 हे73 जल पुकुण क्षेत्र 20हे57 जल (4) आरकारणी किया जुडी देणारा असेल संच्या सिंहरूकरी साम्बर कारकामा हिन, प्रवसम्पर छक्ते व करिता ः घट/प्रतिह में: -: गल्फी/दर्गाः : ईमारतीले मानः प्रधानात्राचे न र्राप्त एका का किया दिवाणी न्यामालयाचा हुकुपनामा (5) यस्तरेगम् करुन धेण्यान्या वर्षे प्रागतसर्थे नाम व संस्कृति प्रमानी पुर ह बीपारत है : गेटम्बसहर , शहस्रपान पुषर् : रुप्टमा १९६५) दिवाणी जाधालगाचा हुनुम किंगा आदेश असल्या



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(8) अनुक्रमांक, खंद म कृत

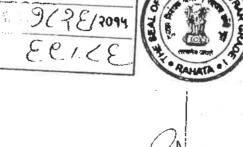
(1)) चाजार्भवाक्षाले,भोदजी

(10) बंजारंशाबादमाणे भुद्रांक सुस्क













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05/10/2015

Note:-Generated Through eSearch Module,For original report please contact concern SRO office. सूची क्र.2

द्य्यम निबंधक : राहता

दस्त क्रमांक : 3785/2012

नोदंणी :

Regn:63m

मावाचे नाव: कोल्हार बुद्रुक

(1)विलेखाचा प्रकार

महाणखत

(2)मोबदला

₹.1916700000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) ₹. 1

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(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) पालिकेचे नाव:इतर वर्णन :मौजे- कोल्हार बु येथील मिळकत 1) ग.नं. 194/अ/1 क्षेत्र 05 है 18 आर 2) ग.नं. 195/अ/1 क्षेत्र 03 है 24 आर 3) ग.नं. 196/2 क्षेत्र 00 है 89 आर 4) ग.नं. 198/अ/1 क्षेत्र 01 है 21 आर 5) ग.नं. 205/अ/2 क्षेत्र 02 है 02 आर 6) ग.नं. 207/अ/1/2 क्षेत्र 01 है 21 आर मौजे- लोहगांव येथील मिळकत 1) ग.नं. 81/2 क्षेत्र 01 है 97 आर 2) ग.नं. 80/2 क्षेत्र 00 है 86 आर 3) ग.नं. 85/2 क्षेत्र 01 है 26 आर 4) ग.नं. 115/2/2 क्षेत्र 02 है 73 आर

- (5) क्षेत्रफळ
- (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐयज करून देणा-या/लिहूनं ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता

नाव:-प्रवरा रिल्युएबल एनर्जी लि. तर्फे व करीता श्री. शरद सुभाष जोशी - - ,

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतियादिचे नाव व पता नाव:-कार्पोरेशन बँक शाखा सी.बी.बी. अंधेरी इस्ट तर्फ व करीता लक्ष्मी नारायण वासु - - , सेंट्रल बँक ऑफ इंडिया औद्योगिक वित शाखा नरिमन पॉईंट मुंबई तर्फ व करीता श्री. नरेश बल्लुआई बाजपाल - - ,

(9) दस्तरेवज करून दिल्याचा दिनांक

27/07/2012

(10)दस्त नोंदणी केल्याचा दिनांक

27/07/2012

(11)अनुक्रमांक,खंड व पृष्ठ

3785/2012

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

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(43)बाजारभावाप्रमाणे नोंदणी शुल्क

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Annexure -A26



GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai Everest , 100 , Marine Drive Mumbai - 400002, Maharashtra, INDIA

Certificate of régistration of charge
[Pursuant to sections 77(1) and 78 of the Companies Act 2013
and sub-rule (1) of rule 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: U45202MH2008PLC185428.

Name of the company: PRAVARA RENEWABLE ENERGY LIMITED.

Charge Identification No.: 10570464.

SRN: C54167713.

REF: Creation of charge dated 2015-05-19 between PRAVARA RENEWABLE ENERGY LIMITED (first party) and Central Bank of India (second party).

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge dated the Nineteenth day of May Two Thousand Fifteen, created by the above named company in favor of Central Bank of India to secure the amount of rupees forty crore only has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at: Mumbai this Twenty Seventh day of May Two Thousand Fifteen.



TRUPTI SUBHASH SHARMA

Registrar of Companies Registrar of Companies

Mumbai

Mailing Address as per record available in Registrar of PRAVARA RENEWABLE ENERGY LIMITED GAMMON HOUSE, VEER SAVARKAR MARG, PRABHADEVI, MUMBAI - 400025, Maharashtra, INDIA



