

**List of Creditors  
Of  
Simhapuri Energy Limited  
As on January 31, 2021**

**LIST OF CLAIMS BY FINANCIAL CREDITORS OF SIMHAPURI ENERGY LIMITED**

Amount in INR

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted						Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security Interest	Amount covered by guarantee	Whether related party?	% of voting share in CoC					
1	State Bank of India	500002240	06-07-2020	10,61,41,33,095.83	10,40,18,19,320.64	Secured	10,40,18,19,320.64	-	No	24.18%	-	-	21,23,13,775.19	-	
2	Canara Bank	AAACC6106G	07-07-2020	5,21,62,00,926.00	4,92,38,40,356.46	Secured	4,92,38,40,356.46	-	No	11.45%	-	-	29,23,60,569.54	-	
3	Punjab National Bank	AAACP0165G	08-07-2020	3,50,49,17,067.47	3,43,23,43,667.93	Secured	3,43,23,43,667.93	-	No	7.98%	-	-	-	7,25,73,399.54	
4	Union Bank of India*	Union-99999MH1919 PTC000615TC000615	08-07-2020	2,55,67,13,486.15	2,50,06,56,040.92	Secured	2,50,06,56,040.92	-	No	6.29%	-	-	3,38,57,392.64	2,47,276	
5	Indian Bank	Indian-AAACI1607G	10-07-2020	2,73,90,60,455.43	2,70,48,94,097.19	Secured	2,70,48,94,097.19	-	No	5.81%	-	-	5,58,54,245.23	2,03,200	
6	ICICI Bank	L65190GJ1994 PLC021012	10-07-2020	2,26,80,59,183.24	2,26,22,50,549.37	Secured	2,26,22,50,549.37	1,23,23,03,369	No	5.26%	-	-	58,08,633.87	-	
7	Punjab & Sind Bank	AAACP1206G	09-07-2020	1,99,27,60,069.47	1,99,27,60,069.37	Secured	1,99,27,60,069.37	-	No	4.63%	-	-	-	-	
8	Phoenix ARC Private Limited (Trustee of Phoenix Trust FY 18-11)	U67190MH200 7PTC168303	09-07-2020	1,95,84,58,899.00	1,95,84,19,085.78	Secured	1,95,84,19,085.78	-	No	4.55%	-	-	-	39,812.72	
9	SREI Equipment Finance Limited	U70101WB200 6PLC109898	10-07-2020	1,85,60,02,709.41	1,85,28,64,985.62	Secured	1,85,28,64,985.62	-	No	4.31%	-	-	31,37,723.79	-	
10	Central Bank of India	U99999MH1911 PTC000337	07-07-2020	1,71,91,37,646.09	1,68,85,68,214.79	Secured	1,68,85,68,214.79	-	No	3.93%	-	-	3,05,69,431.30	-	
11	IFCI Limited	L74899DL1993 GOI053677	10-07-2020	1,60,81,70,050.00	1,60,81,70,050.00	Secured	1,60,81,70,050.00	-	No	3.74%	-	-	-	-	
12	Life Insurance Corporation of India	0512	01-07-2020	1,56,64,85,048.00	1,56,60,79,952.70	Secured	1,56,60,79,952.70	-	No	3.64%	-	-	4,05,095.30	-	
13	Bank of India	U99999MH1 906PLC000243	04-07-2020	1,55,84,35,053.14	1,55,77,14,025.75	Secured	1,55,77,14,025.75	-	No	3.62%	-	-	7,21,027.39	-	
14	Axis Bank	L65110GJ1993 PLC020769	09-07-2020	1,01,27,09,886.75	1,01,27,09,886.47	Secured	1,01,27,09,886.47	-	No	2.35%	-	-	-	-	
15	Tamilnad Mercantile Bank Ltd	U65110TN1921P LC001908	08-07-2020	98,27,69,527.00	98,27,61,268.77	Secured	98,27,61,268.77	-	No	2.28%	-	-	8,258.23	-	

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted						Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security Interest	Amount covered by guarantee	Whether related party?	% of voting share in CoC					
16	Bank of Baroda	AAACB1534F	08-07-2020	96,32,07,143.00	96,32,07,143.00	Secured	96,32,07,143.00	-	No	2.24%	-	-	-	-	
17	Phoenix ARC Private Limited(Trustee of Phoenix Trust FY 18-10)	U67190MH2007 PTC168303	09-07-2020	80,85,13,268.00	80,84,85,288.51	Secured	80,84,85,288.51	-	No	1.88%	-	-	-	27,979.20	
18	UCO Bank	AAACU3561B	08-07-2020	40,88,65,823.83	40,52,41,482.31	Secured	40,52,41,482.31	-	No	0.94%	-	-	36,24,341.52	-	
19	Indian Overseas Bank	AAACI1223J	10-07-2020	40,56,57,426.00	39,72,22,841.36	Secured	39,72,22,841.36	-	No	0.92%	-	-	84,34,584.64	-	

*\*Includes claim of Union Bank of India and Erstwhile Corporation Bank*

*Note: The list of security interest of the Financial Creditors has been provided in Annexure 1 to the list of creditors.*

**LIST OF CLAIMS BY OPERATIONAL CREDITORS OF SIMHAPURI ENERGY LIMITED**

**1. OPERATIONAL CREDITORS OTHER THAN STATUTORY BODIES AND RELATED PARTIES**

Amount in INR

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted				Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by guarantee	Whether related Party?					
1	Accutech Infosystems Pvt Ltd	U52334MH2001P TC130446	08-07-2020	1,40,007.00	1,36,038.00	Unsecured creditor	-	No	-	-	3,969.00	-	-
2	Adityaa Energy Resources Pte Ltd	200100715K	07-07-2020	43,84,54,045.33	43,84,54,045.34	Unsecured creditor	-	No	-	-	-	-	-
3	Adpro Engineering And Power Private Limited	U40108DL2003TC 119339	08-07-2020	38,39,550.00	38,39,550.00	Unsecured creditor	-	No	-	-	-	-	-
4	Aerotech Energy Pvt Ltd	U40101TG2005PL C048264	09-07-2020	4,90,125.00	2,29,500.00	Unsecured creditor	-	No	-	-	-	-	-
5	Agile Security	U74920AP1995PT C019934	09-07-2020	57,12,190.00	22,83,680.00	Unsecured creditor	-	No	-	-	34,28,510.00	-	-
6	Ags Management Services Private Limited	U45208TG2011P TC077420	10-07-2020	30,99,773.00	10,97,488.00	Unsecured creditor	-	No	-	-	20,02,285.00	-	-
7	Ars Industries	33AFQPV8497P1 ZZ	28-07-2020	13,35,532.00	7,14,748.00	Unsecured creditor	-	No	-	-	6,20,784.00	-	-
8	Ask Re Limited	-	06-07-2020	24,33,26,403.59	24,33,26,403.59	Unsecured creditor	-	No	-	-	-	-	-
9	Ask Resources India Pvt Ltd	U51909TN2008P TC070341	07-07-2020	1,87,35,390.00	1,87,35,390.00	Unsecured creditor	-	No	-	-	-	-	-
10	Bdi India Pvt Limited	U51909KA2007FT C42349	08-07-2020	4,87,060.00	4,87,060.00	Unsecured creditor	-	No	-	-	-	-	-
11	Charter Law Chambers	AQSPB5533D	10-07-2020	6,15,000.00	6,15,000.00	Unsecured creditor	-	No	-	-	-	-	-
12	Clean Coats Pvt Ltd	U28920MH1999P TC123428	10-07-2020	72,26,216.00	72,12,686.87	Unsecured creditor	-	No	-	-	13,529.13	-	-
13	Development Consultants Pvt Ltd	U45201WB1970P TC027727	08-07-2020	10,82,000.00	10,82,000.00	Unsecured creditor	-	No	-	-	-	-	-
14	Dvb Technologies Pvt Ltd	U27205WB1979P TC032381	17-07-2020	2,34,615.00	2,34,615.00	Unsecured creditor	-	No	-	-	-	-	-
15	Efficient Enterprises	ADGPA2514E	09-07-2020	6,19,365.00	3,59,496.00	Unsecured creditor	-	No	-	-	2,59,869.00	-	-
16	Elecon Engineering Company Limited	L29100GJ1960PL C001082	18-07-2020	13,56,722.00	7,44,005.00	Unsecured creditor	-	No	-	-	6,12,717.00	-	-
17	Feedback Power Operations And Maintenance Services Pvt Ltd	U40300HR2011P TC041946	10-07-2020	84,17,619.00	84,17,619.00	Unsecured creditor	-	No	-	-	-	-	-
18	Fluidline Valves Company Pvt Ltd	-	09-07-2020	11,35,235.49	11,35,235.49	Unsecured creditor	-	No	-	-	-	-	-

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted				Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by guarantee	Whether related Party?					
19	Fluidtecq Pneumatics Pvt Ltd	U99999MH1990P TC055444	09-07-2020	3,26,696.00	3,26,696.00	Unsecured creditor	-	No	-	-	-	-	-
20	Hindustan Rubbers Silvassa	AACPK8369A	09-07-2020	12,22,137.80	9,85,594.00	Unsecured creditor	-	No	-	-	-	2,36,543.80	-
21	IDBI Trusteeship Services Limited	-	12-11-2020	1,12,504.00	1,12,504.00	Unsecured creditor	-	No	-	-	-	-	-
22	Industrial Fire And Safety Services	ACJPV9363J	09-07-2020	18,16,991.00	17,38,994.92	Unsecured creditor	-	No	-	-	-	77,996.08	-
23	Integrated Cooltech Pvt Ltd	U74900TG2015P TC097771	09-07-2020	5,96,670.00	5,80,755.89	Unsecured creditor	-	No	-	-	-	15,914.11	-
24	Krishnapatnam Port Company Limited	U45203AP1996PL C023529	09-07-2020	77,41,92,321.35	38,53,96,522.37	Unsecured creditor	-	No	-	-	-	38,87,95,798.98	-
25	Lakshmi Soundarya Infrastructure	BGZPK2543L	09-07-2020	42,07,088.00	23,22,785.00	Unsecured creditor	-	No	-	-	-	18,84,303.00	-
26	Limat Refractories	AVTPR6134	10-07-2020	5,24,836.00	3,85,909.00	Unsecured creditor	-	No	-	-	-	1,38,927.00	-
27	M/S Praxis Counsel, Advocates & Solicitors	AAPFP8372H	17-07-2020	16,64,932.00	-	Unsecured creditor	-	No	-	-	-	16,64,932.00	-
28	M/S Stanvac Chemicals India Ltd	U74899DL1994PL C058997	09-07-2020	19,78,795.75	19,73,279.00	Unsecured creditor	-	No	-	-	-	5,516.75	-
29	Machinery Spare Parts Centre	AONPB1426J	09-07-2020	2,06,586.72	1,05,388.00	Unsecured creditor	-	No	-	-	-	1,01,198.72	-
30	Madhucon Projects Limited	L74210TG1990PL C011114	11-07-2020	1,58,74,12,769.00	85,97,57,344.00	Unsecured creditor	-	Yes	-	-	-	72,76,55,425.00	-
31	Mech Engineers & Erectors Pvt Ltd	U74210TG1999P TC032236	09-07-2020	19,44,05,504.00	5,11,77,301.00	Unsecured creditor	-	No	-	-	-	14,32,28,203.00	-
32	Naveen Engineering And Speciality Coating Pvt Ltd	U51909TN2015P TC101778	09-07-2020	13,50,000.00	11,70,529.00	Unsecured creditor	-	No	-	-	-	1,79,471.00	-
33	Nsdl	U74120MH2012P LC230380	07-07-2020	3,09,750.00	-	Unsecured creditor	-	No	-	-	-	3,09,750.00	-
34	Power Mech Projects Limited	L74140TG1999PL C032156	09-07-2020	54,23,474.00	44,70,529.00	Unsecured creditor	-	No	-	-	-	9,52,945.00	-
35	Rajamane And Hedge Services Pvt Ltd	U31909KA1991P TC012400	08-07-2020	4,29,055.00	3,00,000.00	Unsecured creditor	-	No	-	-	-	1,29,055.00	-
36	Retrofit Technologies	AIAPB2932J	10-07-2020	4,27,511.00	2,10,311.00	Unsecured creditor	-	No	-	-	-	2,17,200.00	-
37	Siva Durga Environ Engineering	ACVFS2371R	09-07-2020	2,17,705.56	1,26,573.00	Unsecured creditor	-	No	-	-	-	91,132.56	-
38	Total Maintenance Solutions	-	05-07-2020	12,14,226.00	11,66,674.00	Unsecured creditor	-	No	-	-	-	47,552.00	-
39	Verge Engineering Service Pvt Ltd	U50102TG2014P TC096121	05-08-2020	1,87,440.00	1,75,104.00	Unsecured creditor	-	No	-	-	-	12,336.00	-

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted					Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by guarantee	Whether related Party?	% of voting share in CoC					
40	Voltas Limited	AAAVC2809D	09-07-2020	8,08,204.84	5,05,900.66	Unsecured creditor	-	No	-	-	-	3,02,304.18	-	-
41	Wex Technologies Private Limited	U24231PN2001PTCO15940	09-07-2020	3,03,922.00	3,03,922.00	Unsecured creditor	-	No	-	-	-	-	-	-

## LIST OF CLAIMS BY OPERATIONAL CREDITORS OF SIMHAPURI ENERGY LIMITED

### 2. OPERATIONAL CREDITORS - STATUTORY AUTHORITY AND GOVERNMENT BODY

Amount in INR

Sl No..	Details of Claimant			Details of claim		Details of claim admitted						Amount of contingent claim	Amount of any mutual dues that may be set off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any
	Department	Government	Identification No.	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by Security interest	Amount covered by guarantee	Whether Related party?	% of voting share in CoC, if applicable					
1	PGCIL	-	L40101DL1989GO1038121	09-07-2020	3,47,52,42,094.00	2,93,29,39,031.00	Statutory Claim	-	-	No	-	-	-	54,23,03,063.00	-	-
2	POSOCO	-	U40105DL2009GOI188682	10-07-2020	1,23,58,922.00	1,23,11,802.01	Statutory Claim	-	-	No	-	-	-	47,119.99	-	-
3	Gram Panchayat-Lingavaram	Government of Andhra Pradesh	-	16-11-2020	5,15,635.00	5,15,635.00	Statutory Claim	-	-	No	-	-	-	-	-	-
4	Income Tax Department (TDS Liability)	Government of Andhra Pradesh	-	-	2,20,378.00	2,20,378.00	Statutory Claim	-	-	No	-	-	-	-	-	-

Note: In line with the observation of Hon'ble NCLT Delhi, Principle Bench in the matter of State Bank of India vs ARGL dated March 12, 2019, a debt of INR 220,378 of Income tax Department has been considered and verified basis the unpaid TDS liability (pertaining to transactions entered into before commencement of CIRP), pending submission of a claim by the Income Tax Department. The Income Tax Department has been intimated of the same and has been requested to file a claim.

**OPERATIONAL CREDITORS – RELATED PARTIES (FORM B)**

**3. OPERATIONAL CREDITORS – EMPLOYEE AND WORKMEN**

Amount in INR

Sl. No.	Name of authorised representative, if any	Name of employee	Identification No.	Details of claim received		Details of claim admitted				Amount of contingent claim	Amount of any mutual dues, that may be set-off	Amount of claim under verification	Amount of claim not admitted	Remarks, if any
				Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Whether related Party?	% of voting share in CoC, if, applicable					
1	Not Applicable	S. ARUN KUMAR	AIIPS9516P	08-07-2020	8,50,804.00	1,24,036.00		No					7,26,768.00	
2	Not Applicable	D. VIJAYBHASKAR REDDY	AARPD3013D	10-07-2020	5,00,000.00			No					5,00,000.00	
3	Not Applicable	C HOLIRAM	AAYPH0642R	10-07-2020	3,03,230.00	3,03,230.00		No					21,154.00	
4	Not Applicable	KOTINENI SANKARANNA NEELAKANTAM	ABDPN2194A	09-07-2020	2,00,000.00	1,78,846.00		No						

## Annexure 1

### LIST OF SECURITY INTEREST

#### 1. STATE BANK OF INDIA

##### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables;
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

##### Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable asses, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :



- i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **Working Capital - Phase II**

- Mortgage over 80.66 acres of land of the Borrower located at Krishnapatnam, on First pari passu charge basis with Phase II lenders
- Mortgage over 425 acres of common land located at Krishnapatnam (including movable assets set up on this land) on First pari passu basis with Phase I and Phase II lenders
- First pari passu charge on all the Borrower's moveable assets assignment of all the receivables/revenues, and each of the other accounts required to be created by the Borrower under any Project Document or Contract
- Assignment of insurance policies in respect of Phase II on first pari passu basis with Phase II lenders.
- Security interest in favour of Lenders on the borrower's rights under the project documents, contracts (including guarantees) and all licenses, permits, approvals, consents and insurances policies obtained by the Borrower in respect of the project (i.e. Phase II) on First pari passu basis with Phase II lenders
- Assignment of Contractor guarantees, liquidated damages, letter of credit, guarantee or performance bond that may be provided by any counter-party under any Project agreement or contract in favour of the Borrower in respect of the project i.e. Phase II
- Pledge of equity shares of Simhapuri Energy Limited aggregating to 51% (fifty-one percent) of paid up and voting equity share capital held by the Borrower till the Final Repayment Date on First pari passu basis with all lenders

- Mortgage of land admeasuring 174.00 square meters bearing survey nos. 332A, 334A, 338A consolidated into survey no. 332A of Mouje Zaap of Sudhagad Taluka, Raigad District, Maharashtra

## 2. CANARA BANK

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable asses, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;

- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **Working Capital - Phase I**

- Paripassu I Charge on Project assets as above of Phase I including Current Assets i.e. Inventory, Receivables and other Current Assets and Common Assets of Phase I and II. (The Common Assets are presently under Paripassu I Charge to Phase I & II Term lenders on reciprocal basis).
- Paripassu Pledge on 51% of the equity share capital held by Promoters in the Company

### **3. PUNJAB NATIONAL BANK**

#### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;

- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

#### **Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

## **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

## **4. INDIAN BANK**

### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and

v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### **Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

### **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and

- iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

## 5. UNION BANK OF INDIA

### Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

### Additional Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and

- iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **UNION BANK OF INDIA (ERSTWHILE CORPORATION BANK)**

##### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

#### **6. ICICI Bank**

##### **Additional Term Loan- Phase II (Rupee Term Loan of Rs 287.4 million):**

The Phase II Additional Secured Obligations shall be secured by:

- a Mortgage and charge on all the Borrower's immovable properties including leasehold land comprising of Common Land and the Phase II land, both present and future pertaining to the Phase II Project;
- a Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable asses (including those comprised in the Common Assets), both present and future;
- a Charge on the Phase II Receivables;
- a Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;



- a Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining to the Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date  
Provided that ----- (as mentioned in Page No. 66 of Amended Master Inter-Creditor Agreement dated Sep 07, 2018, pertaining to Phase – II Additional)

#### **Working Capital - Phase II (Working Capital facilities of Rs. 390.0 million)**

- Mortgage over 80.66 acres of land of the Borrower located at Krishnapatnam, on First pari passu charge basis with Phase II lenders
- Mortgage over 425 acres of common land located at Krishnapatnam (including movable assets set up on this land) on First pari passu basis with Phase I and Phase II lenders
- First pari passu charge on all the Borrower's moveable assets assignment of all the receivables/revenues, and each of the other accounts required to be created by the Borrower under any Project Document or Contract
- Assignment of insurance policies in respect of Phase II on first pari passu basis with Phase II lenders.
- Security interest in favour of Lenders on the borrower's rights under the project documents, contracts (including guarantees) and all licenses, permits, approvals, consents and insurances policies obtained by the Borrower in respect of the project (i.e. Phase II) on First pari passu basis with Phase II lenders
- Assignment of Contractor guarantees, liquidated damages, letter of credit, guarantee or performance bond that may be provided by any counter-party under any Project agreement or contract in favour of the Borrower in respect of the project i.e. Phase II
- Pledge of equity shares of Simhapuri Energy Limited aggregating to 51% (fifty-one percent) of paid up and voting equity share capital held by the Borrower till the Final Repayment Date on First pari passu basis with all lenders
- Personal Guarantee of Mr. Nama Krishnaiah and Mr. Nama Seethaiah till creation and perfection of security
- Mortgage of land admeasuring 174.00 square meters bearing survey nos. 332A, 334A, 338A consolidated into survey no. 332A of Mouje Zaap of Sudhagad Taluka, Raigad District, Maharashtra

#### **Rupee Term Loan of Rs. 750.0 million**

- Subservient charge on all the movable fixed assets and current assets of the Company (Simhapuri Energy Limited) both present and future
- Unconditional and irrevocable Corporate Guarantee of Madhucon Infra Limited
- Unconditional and irrevocable Personal Guarantee of Nama Seethaiah
- Pledge over 10% equity shares (with face value of Rs. 10/- each) of Madhucon Infra Limited

### **7. PUNJAB & SIND BANK**

#### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;

- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

#### **Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

## 8. PHOENIX ARC PRIVATE LIMITED (TRUSTEE OF PHOENIX TRUST FY 18-11)

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable asses, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and

- iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

**IMMOVABLE PROPERTIES MORTGAGED BY THE COMPANY:**

**(i) For Phase I and Phase II of the Project:**

- Land admeasuring 425 acres in the industrial at Thamminapatnam and Mommidi Village Chillakuru Mandal, Sri Potti Sriramulu Nellore District, contained in following Survey Nos., together with all buildings and structures/ erections constructed/ to be constructed, thereon and all the plant and machinery and other fixtures and fittings erected/ installed or to be erected/ installed thereon and every part thereof attached to the earth or permanently fastened to anything attached to the earth:

Sr. No.	Survey No.	Area
1.	505	1.30 acres
2.	471	1 acres
3.	472	0.50 acres
4.	443	8 acres
5.	473	5 acres
6.	481	3.20 acres
7.	504	3.75 acres
8.	666 (part)	4.75 acres
9.	482	3.77 acres
10.	61 (part)	37.02 acres
11.	380	7.62 acres
12.	381	9.67 acres
13.	447	11.32 acres
14.	448	9.12 acres
15.	449	6.48 acres
16.	444	13.10 acres
17.	440	6.37 acres
18.	441	11.04 acres
19.	442	15.92 acres
20.	470	5.02 acres
21.	475	14.12 acres
22.	476	5.92 acres
23.	477	6.60 acres
24.	478	5.90 acres
25.	479	7.34 acres
26.	474	6.64 acres
27.	480	7.75 acres
28.	483	9.08 acres

Sr. No.	Survey No.	Area
29.	484	10.78 acres
30.	485	9.52 acres
31.	486	7.08 acres
32.	487	3.68 acres
33.	488	8.80 acres
34.	489	10.47 acres
35.	490	8.14 acres
36.	439	6.68 acres
37.	438	4.20 acres
38.	437	8.22 acres
39.	436	10.71 acres
40.	435	4.50 acres
41.	503	10.03 acres
42.	502	17.20 acres
43.	495	4.12 acres
44.	501	12.94 acres
45.	237/1A (Part)	10.00 acres
46.	385 (Part)	4.41 acres
47.	405 (Part)	1.94 acres
48.	406 (Part)	5.45 acres
49.	407 (Part)	2.16 acres
50.	434 (Part)	3.92 acres
51.	491 (Part)	6.41 acres
52.	494 (Part)	3.54 acres
	<b>Total:</b>	<b>425 acres</b>

- All that piece and parcel of vacant non – agricultural land bearing Sub – Division Layout Plot No. 23 consisting in Gut No. 321A admeasuring 250 sq. meters of South side portion out of total area admeasuring 500 sq. meters, situated at Village Devale within the limits of Panchayat Samiti of Vadgaon, Zilla Parishad Pune and Registration District of Pune and Sub – District Lonawala, i.e, to say:

On or towards East by: Layout Open Space;

On or towards West by: Road;

On or towards North by: Remaining portion of Plot No. 23, and;

On or towards South by: Plot No. 24.

Together with all buildings, erections, godowns and constructions 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 thereto.

## 9. SREI EQUIPMENT FINANCE LIMITED (SREI)

Equipment's including movable parts, machinery spares, tools and accessories mentioned in the Deed of hypothecation entered between SREI and Simhapuri Energy Limited dated December 05, 2017.

## 10. CENTRAL BANK OF INDIA

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### Working Capital - Phase I

- Paripassu I Charge on Project assets as above of Phase I including Current Assets i.e. Inventory, Receivables and other Current Assets and Common Assets of Phase I and II. (The Common Assets are presently under Paripassu I Charge to Phase I & II Term lenders on reciprocal basis).
- Paripassu Pledge on 51% of the equity share capital held by Promoters in the Company

## 11. IFCI LIMITED

- Pledge Agreement and Irrevocable Power of Attorney both dated 28/08/2015 executed by Madhucon Toll Highways Ltd., in favour of IFCI Ltd., for pledge of 4.0 crore Unlisted Equity Shares of Madurai – Tuticorin Expressway Ltd. (MTEL) and 3.4 crore Unlisted Equity Shares of Ranchi Expressway Ltd. (REL) held by the Pledgor, as a continuing security, which were pledged on 16/04/2013 with IFCI for securing NCD of Rs.220.00 crore of Madhucon Infra Ltd., in the capacity of Borrower to the earlier FCD facility of Rs.200 crore availed from IFCI.
- Pledge Agreement and Irrevocable Power of Attorney both dated 28/08/2015 executed by Madhucon Infra Ltd., in favour of IFCI Ltd., Pledge of 12.0 crore Unlisted Equity Shares of Madhucon Toll Highways Ltd. (MTHL) held by the Pledgor, as a continuing security, which were pledged on 08/07/2013 with IFCI for securing NCD of Rs.220.00 crore of Pledger in the capacity of Borrower to the earlier FCD facility of Rs.200 crore availed from IFCI.
- Deed of Hypothecation dated 28/08/2015 for creation of subservient charge on movable fixed assets and current assets of SEL.
- Demand Promissory Note dated 28/08/2015.

## 12. LIFE INSURANCE CORPORATION

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### 13. BANK OF INDIA –

#### Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### Additional Term Loan- Phase II

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.



#### **Working Capital - Phase II**

- Mortgage over 80.66 acres of land of the Borrower located at Krishnapatnam, on First pari passu charge basis with Phase II lenders
- Mortgage over 425 acres of common land located at Krishnapatnam (including movable assets set up on this land) on First pari passu basis with Phase I and Phase II lenders
- First pari passu charge on all the Borrower's moveable assets assignment of all the receivables/revenues, and each of the other accounts required to be created by the Borrower under any Project Document or Contract
- Assignment of insurance policies in respect of Phase II on first pari passu basis with Phase II lenders.
- Security interest in favour of Lenders on the borrower's rights under the project documents, contracts (including guarantees) and all licenses, permits, approvals, consents and insurances policies obtained by the Borrower in respect of the project (i.e. Phase II) on First pari passu basis with Phase II lenders
- Assignment of Contractor guarantees, liquidated damages, letter of credit, guarantee or performance bond that may be provided by any counter-party under any Project agreement or contract in favour of the Borrower in respect of the project i.e. Phase II
- Pledge of equity shares of Simhapuri Energy Limited aggregating to 51% (fifty-one percent) of paid up and voting equity share capital held by the Borrower till the Final Repayment Date on First pari passu basis with all lenders
- Mortgage of land admeasuring 174.00 square meters bearing survey nos. 332A, 334A, 338A consolidated into survey no. 332A of Mouje Zaap of Sudhagad Taluka, Raigad District, Maharashtra

#### **14. AXIS BANK**

##### **Working Capital - Phase II**

- Mortgage over 80.66 acres of land of the Borrower located at Krishnapatnam, on First pari passu charge basis with Phase II lenders
- Mortgage over 425 acres of common land located at Krishnapatnam (including movable assets set up on this land) on First pari passu basis with Phase I and Phase II lenders
- First pari passu charge on all the Borrower's moveable assets assignment of all the receivables/revenues, and each of the other accounts required to be created by the Borrower under any Project Document or Contract
- Assignment of insurance policies in respect of Phase II on first pari passu basis with Phase II lenders.
- Security interest in favour of Lenders on the borrower's rights under the project documents, contracts (including guarantees) and all licenses, permits, approvals, consents and insurances policies obtained by the Borrower in respect of the project (i.e. Phase II) on First pari passu basis with Phase II lenders
- Assignment of Contractor guarantees, liquidated damages, letter of credit, guarantee or performance bond that may be provided by any counter-party under any Project agreement or contract in favour of the Borrower in respect of the project i.e. Phase II
- Pledge of equity shares of Simhapuri Energy Limited aggregating to 51% (fifty-one percent) of paid up and voting equity share capital held by the Borrower till the Final Repayment Date on First pari passu basis with all lenders
- Mortgage of land admeasuring 174.00 square meters bearing survey nos. 332A, 334A, 338A consolidated into survey no. 332A of Mouje Zaap of Sudhagad Taluka, Raigad District, Maharashtra

#### **15. TAMIL NADU MERCANTILE BANK**

##### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables

- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

#### **Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;

- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

## 16. BANK OF BARODA

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

### **Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

### **Additional Term Loan- Phase II**

The Phase II Secured Obligations shall be secured by:

- a First Mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future pertaining to the Phase II Project;
- a First Charge on all the Borrower's tangible moveable assets pertaining to the Phase II Project, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other moveable assets, both present and future;
- a First Charge on Phase II Receivables;
- a First Charge over all Bank accounts of the Borrower pertaining to the Phase II Project, including without limitation, the Trust and Retention Account, Phase II Debt Service Reserve Account and other Reserves and the Retention Accounts (or any account in substitution thereof) that maybe opened in terms hereof and of the Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- a First Charge on all intangibles of the Borrower pertaining to the Phase II Project, including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- assignment by way of security of :
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents pertaining to the Phase II Project, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Clearances pertaining to the Phase II Project to the extent the same are assignable;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit (or such other security to be provided by the procurers of power under the terms of the PPA(s)), guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents pertaining Phase II Project; and

- iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and insurance proceeds pertaining to the Phase II Project.
- Pledge of equity shares aggregating to 51% of paid up and voting equity share capital of the Borrower till the Phase II Final Settlement Date.

#### **17. PHOENIX ARC PRIVATE LIMITED (TRUSTEE OF PHOENIX TRUST 18-10)**

##### **Term Loan – Phase I**

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

## 18. UCO Bank

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;
  - i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
  - ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
  - iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
  - iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
  - v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.

## 19. INDIAN OVERSEAS BANK

### Term Loan – Phase I

The Phase I Secured Obligations shall be secured by:

- A First Mortgage and charge on all the Borrower's immovable properties, both present and future other than (a) the Borrower's immovable property admeasuring 27.5 acres in the Industrial Park at Thamminapatnam and Mommidi Villages and 53.16 acres at Thamminapatnam Village, Chillakuru Mandal, Sri Potti Sriramulu Nellore District, Andhra Pradesh ;
- A First Charge by way of hypothecation of all the Borrower's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, both present and future other than the Borrower's tangible moveable assets pertaining exclusively to Phase II Project;
- A First Charge on the Borrower's Receivables
- A First Charge over all Accounts, including without limitation, the Trust and Retention Account, the Debt Service Reserve Account (DSRA), the Retention Accounts (or any account in substitution thereof) and such other Bank Accounts that may be opened in terms hereof and of Project Documents and over all funds from time to time deposited therein and over all Authorized Investments or other Securities representing all amounts credited thereto;
- A First charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future other than the intangibles of the Borrower pertaining exclusively to the Phase II Project;
- First Priority Assignment by way of Security or otherwise creation of Security Interest in;

- i. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents to the extent not expressly provided in each such Project Document, all as amended, varied or supplemented from time to time;
- ii. the right, title and interest of the Borrower in, to and under all the Government Approvals;
- iii. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contactor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
- iv. all the right, title, interest, benefits, claims and demands whatsoever of the Borrower under the Insurance Contracts and Insurance Proceeds; and
- v. pledge of equity shares aggregating to 51% of paid up and voting share capital of the Borrower.

Provided that the aforesaid mortgages, charges, assignments and pledges shall in all respects rank paripassu inter-se amongst the Phase I Lenders (Term lenders and Working Capital lenders up to a specified amount) without any preference or priority to one over the other or others, except land and assets which are common to both Phase I & Phase II which would be on Paripassu basis amongst lenders of Phase I & II.