

List of Creditors

Simhapuri Energy Limited

(A company under liquidation vide NCLT order dated 6th October 2021 received on 23rd October 2021)

As on December 22, 2021

Summary of List of Stakeholders:

S.no	Category of Creditor	Amount Claimed (INR)	Amount Admitted (INR)	Amount Rejected (INR)
1	Financial Creditors (Form D)	5161,30,24,232	5085,42,15,944	75,88,08,288
2	Operational Creditors (Form C)	665,71,83,568	424,26,22,568	241,45,61,000
3	Workman or an Employee (Form E)	-	-	-
4	Authorised representative of workmen and employees (Form F)	-	-	-
5	Other Stakeholders (Form G)	-	-	-
Total Claims		5827,02,07,800	5509,68,38,512	317,33,69,288

**The list of stakeholders is as per claims received till 22nd November 2021.*

Important Notice:

1. The list of creditors presented in the following pages is of claims received till 24th November 2021.
2. In case of any additional information warranting modification in the claim value (s) admitted/rejected, the same shall be made and the List of Creditors shall be accordingly revised with the consent of Hon'ble NCLT as per provisions of the code.
3. In the event you have submitted a claim of which is not getting reflected in this list or in case of any clarification regarding rejected claims, please write to liquidator.selclaims@in.ey.com.

List of Financial Creditors of Simhapuri Energy Limited:

S. No	Name of the Creditor	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 rejected	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	Whether security interest relinquished? (Yes / No)	Details of security interest	Amount covered by guarantee	% share in total amount of claims admitted					
1	State Bank of India	22.11.2021	12,10,55,05,092	12,10,55,05,092	Secured	12,10,55,05,092	Yes	Refer Annexure 1	-	23.80%	0	0	-	-	
2	Canara Bank	12.11.2021	6,38,95,10,160	5,97,15,34,281	Secured	5,97,15,34,281	Yes	Refer Annexure 1	-	11.74%	0	0	41,79,75,879	-	Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost. Unverifiable part portion of interest charges
3	Punjab National Bank	22.11.2021	4,20,44,73,234	3,99,21,61,092	Secured	3,99,21,61,092	Yes	Refer Annexure 1	-	7.85%	0	0	21,31,69,453	-	Unverifiable part portion of interest charges
4	Union Bank of India	22.11.2021	3,01,35,16,470	3,00,91,39,064	Secured	3,00,91,39,064	Yes	Refer Annexure 1	-	5.92%	0	0	43,77,406	-	Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost. Unverifiable part portion of interest charges
5	Indian Bank	20.11.2021	2,69,34,30,205	2,68,90,42,239	Secured	2,68,90,42,239	Yes	Refer Annexure 1	-	5.29%	0	0	43,87,966	-	Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost
6	ICICI Bank	22.11.2021	2,66,74,26,366	2,66,74,26,366	Secured	2,66,74,26,366	Yes	Refer Annexure 1	-	5.25%	0	0	-	-	
7	Punjab & Sind Bank	16.11.2021	2,37,52,10,802	2,37,52,10,802	Secured	2,37,52,10,802	Yes	Refer Annexure 1	-	4.67%	0	0	-	-	
8	Phoenix ARC Private Limited (Trustee of Phoenix Trust FY 18-11)	20.11.2021	2,31,33,37,152	2,31,33,37,152	Secured	2,31,33,37,152	Yes	Refer Annexure 1	-	4.55%	0	0	-	-	
9	SREI Equipment Finance Limited	08.11.2021	2,51,33,52,573	2,51,07,10,991	Secured	2,51,07,10,991	Yes	Refer Annexure 1	-	4.94%	0	0	26,41,582	-	Unverifiable part portion of interest charges
10	Central Bank of India	18.11.2021	2,08,38,89,845	2,04,42,93,414	Secured	2,04,42,93,414	Yes	Refer Annexure 1	-	4.02%	0	0	3,95,96,431	-	Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost.

S. No	Name of the Creditor	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 rejected	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	Whether security interest relinquished? (Yes / No)	Details of security interest	Amount covered by guarantee	% share in total amount of claims admitted						
																Unverifiable part portion of interest charges
11	IFCI Limited	22.11.2021	2,08,40,43,711	2,08,40,43,711	Secured	2,08,40,43,711	Yes	Refer Annexure 1	-	4.10%	0	0	-	-		
12	Life Insurance Corporation of India	12.11.2021	1,88,33,14,542	1,87,69,84,765	Secured	1,87,69,84,765	Yes	Refer Annexure 1	-	3.69%	0	0	63,29,777	-		Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost.
13	Bank of India	02.11.2021	1,83,43,62,031	1,78,48,90,985	Secured	1,78,48,90,985	Yes	Refer Annexure 1	-	3.51%	0	0	4,94,71,046	-		Unverifiable part portion of interest charges
14	Axis Bank	03.11.2021	1,19,92,61,468	1,19,74,84,960	Secured	1,19,74,84,960	Yes	Refer Annexure 1	-	2.35%	0	0	17,76,508	-		Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost.
15	Tamilnadu Mercantile Bank	22.11.2021	1,18,56,49,524	1,17,39,89,803	Secured	1,17,39,89,803	Yes	Refer Annexure 1	-	2.31%	0	0	1,16,59,721	-		Amount rejected pertains to interest claimed post Liquidation commencement date.
16	Bank of Baroda	17.11.2021	1,14,13,45,545	1,14,13,45,545	Secured	1,14,13,45,545	Yes	Refer Annexure 1	-	2.24%	0	0	-	-		
17	Phoenix ARC Private Limited (Trustee of Phoenix Trust FY18-10)	20.11.2021	95,95,77,286	95,95,77,286	Secured	95,95,77,286	Yes	Refer Annexure 1	-	1.89%	0	0	0	-		
18	UCO Bank	12.11.2021	48,94,31,929	48,20,09,409	Secured	48,20,09,409	Yes	Refer Annexure 1	-	0.95%	0	0	74,22,520	-		Corpus contributions made during CIRP are not admitted in the claim as it forms part of CIRP cost. Interest charged on other payment, corpus contributions and compounded penal interest was not admitted
19	Indian Overseas Bank	17.11.2021	47,63,86,298	47,63,86,298	Secured	47,63,86,298	Yes	Refer Annexure 1	-	0.94%	0	0	0	-		
	TOTAL		5161,30,24,232	5085,42,15,944		5085,42,15,944				100.00%			75,88,08,289	-		

List of Operational Creditors of Simhapuri Energy Limited (Employees):

S. No	Name of authorized representative if any	Name of the Creditor	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 rejected	Amount of claim under verification	Remarks if any
			Date of receipt	Amount claimed	Total amount of claim admitted	Amount of claim for the period of 12 months preceding the liquidation commencement date	Nature of claim	% share of total claim admitted					
1	Not Applicable	CHINTALAPATI NARASIMHA RAO	22.11.2021	1,03,639	-	-	Employee claim	0.00%	-	-	1,03,639	-	Amount claimed pertains to CIRP period cost
2	Not Applicable	E RADHAKRISHNA	22.11.2021	80,769	-	-	Employee claim	0.00%	-	-	80,769	-	
3	Not Applicable	D V S CHOWDARY	22.11.2021	51,692	-	-	Employee claim	0.00%	-	-	51,692	-	
4	Not Applicable	P.NARESH KUMAR	22.11.2021	39,230	-	-	Employee claim	0.00%	-	-	39,230	-	
5	Not Applicable	M V RAMANA MURTHY	22.11.2021	38,769	-	-	Employee claim	0.00%	-	-	38,769	-	
6	Not Applicable	G NARENDRA	22.11.2021	28,592	-	-	Employee claim	0.00%	-	-	28,592	-	
7	Not Applicable	GOKARAKONDA RAGHAVA	22.11.2021	17,840	-	-	Employee claim	0.00%	-	-	17,840	-	
8	Not Applicable	P PRASANTH KUMAR	22.11.2021	16,616	-	-	Employee claim	0.00%	-	-	16,616	-	
9	Not Applicable	V VENKATESWARA RAO	22.11.2021	5,415	-	-	Employee claim	0.00%	-	-	5,415	-	
10	Not Applicable	CHINTALAPATI NARASIMHA RAO	22.11.2021	1,03,639	-	-	Employee claim	0.00%	-	-	1,03,639	-	
11	Not Applicable	E RADHAKRISHNA	22.11.2021	80,769	-	-	Employee claim	0.00%	-	-	80,769	-	
12	Not Applicable	D V S CHOWDARY	22.11.2021	51,692	-	-	Employee claim	0.00%	-	-	51,692	-	
13	Not Applicable	P.NARESH KUMAR	22.11.2021	39,230	-	-	Employee claim	0.00%	-	-	39,230	-	
		TOTAL		2,78,923	0	0			0	0	2,78,923	0	

List of Operational Creditors of Simhapuri Energy Limited (Other than Workmen, Employees and Government Dues):

S. No	Name of the Creditor	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 rejected	Amount of claim under verification	Remarks if any
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/ attachment removed? (Yes/ No)	% share in total claims admitted					
1	Adani Krishnapatnam Port Limited	22.11.2021	91,60,13,203	33,12,37,165	Operational Creditor Claim	-	Not Applicable	0.00%	-	-	58,47,76,037	-	Amount rejected pertains: 1. Interest charged separately is not counted 2. MGT is deleted basis mutual obligations in agreement that are not honoured 3. Interest reworkings
2	Adityaa Energy Resource PTE Limited	22.11.2021	52,47,54,076	52,47,54,076	Operational Creditor Claim	-	Not Applicable	13.42%	-	-	-	-	
3	Adpro Engineering & Power Private Limited	22.11.2021	38,39,550	38,39,550	Operational Creditor Claim	-	Not Applicable	0.10%	-	-	-	-	
4	Aerotech Energy	20.11.2021	4,90,125	3,85,207	Operational Creditor Claim	-	Not Applicable	0.01%	-	-	1,04,918	-	Amount rejected pertains to interest charged as no interest provisions exist as per the terms of agreement
5	Development Consultants Private Limited	22.11.2021	10,82,000	10,82,000	Operational Creditor Claim	-	Not Applicable	0.03%	-	-	-	-	
6	Efficient Enterprises	22.11.2021	6,19,365	3,59,496	Operational Creditor Claim	-	Not Applicable	0.01%	-	-	2,59,869	-	Amount rejected pertains to duplication of bill claimed
7	Fluidline Valves	22.11.2021	10,32,872	10,32,872	Operational Creditor Claim	-	Not Applicable	0.03%	-	-	-	-	
8	Fluidtecq Pneumatics Private Limited	21.11.2021	3,26,696	3,26,696	Operational Creditor Claim	-	Not Applicable	0.01%	-	-	-	-	
9	Industrial Fire And Safety Services	18.11.2021	18,16,991	17,38,995	Operational Creditor Claim	-	Not Applicable	0.04%	-	-	77,996	-	Amount rejected pertains to Liquidated Damages which are not provided as per the terms of agreement
10	Integrated Cooltech Private Limited	22.11.2021	5,80,755	5,80,755	Operational Creditor Claim	-	Not Applicable	0.01%	-	-	-	-	
11	Naveen Engineering	21.11.2021	14,50,000	11,70,529	Operational Creditor Claim	-	Not Applicable	0.03%	-	-	2,79,471	-	Amount rejected pertains to the claim with no supporting documents.

S. No	Name of the Creditor	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 rejected	Amount of claim under verification	Remarks if any
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/ attachment removed? (Yes/ No)	% share in total claims admitted					
	And Speciality Coating Pvt Ltd												
12	New Horizons Cybersoft Ltd	25.11.2021	6,37,816	6,37,816	Operational Creditor Claim	-	Not Applicable	0.02%	-	-	-	-	Claim rejected as the same was furnished beyond 30 days from the date of receipt of liquidation order
13	Central Transmission Utility of India Limited	22.11.2021	3,34,02,65,082	3,33,85,96,513	Operational Creditor Claim	-	Not Applicable	85.36%	-	-	16,68,569	-	Claim rejected due to lack of supporting documents
14	POSO	22.11.2021	2,02,25,826	1,58,61,826	Operational Creditor Claim	-	Not Applicable	0.41%	-	-	43,64,000	-	Amount rejected pertains to claim falling during CIRP period.
15	Smartgen Infra Pvt Ltd	19.11.2021	23,01,80,579	-	Operational Creditor Claim	-	Not Applicable	0.00%	23,01,80,579	-	23,01,80,579	-	Pending adjudication before XIV additional chief metropolitan magistrate, CMM court, Hyderabad. Claim admittance is contingent on outcome of final hearing
16	Ask Resources India Private Limited	20.11.2021	1,87,35,390	1,87,35,390	Operational Creditor Claim	-	Not Applicable	0.48%	-	-	-	-	
17	Madhucon Projects Limited	24.11.2021	1,58,74,12,769		Operational Creditor Claim	-	Not Applicable	0.00%	-	-	1,58,74,12,769	-	Claim rejected as the same was furnished beyond 30 days from the date of receipt of liquidation order
18	Agile Security Force Private Limited	22.11.2021	57,12,190	22,83,680	Operational Creditor Claim	-	Not Applicable	0.06%			34,28,510		
19	Power Grid Corporation of India Limited	23.11.2021	17,90,578	-	Operational Creditor Claim	-	Not Applicable	0.00%			17,90,578		Claim not admitted as the same was furnished beyond 30 days from the date of receipt of liquidation order
20	Shiva Durga Environ Engineering	29.11.2021	2,17,705	-	Operational Creditor Claim	-	Not Applicable	0.00%			2,17,705		Claim rejected as the same was furnished beyond 30 days from the date of receipt of liquidation order
	Total		6,65,71,83,568	4,24,26,22,568		0		100.00%	23,01,80,579	0	2,41,45,61,000	0	

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 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 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 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.

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 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.

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 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

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 assets (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 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.

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
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

Sr. No.	Survey No.	Area
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
	Total:	425 acres

- 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 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.

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.