

PETITION NO...../GT/2026

**PETITION FOR DETERMINATION OF
TARIFF OF SUBANSIRI LOWER HYDRO
ELECTRIC PROJECT (2000 MW) FOR THE
PERIOD 23.12.2025 TO 31.03.2029.**

एन एच पी सी लिमिटेड
(भारत सरकार का एक नवरत्न उद्यम)
NHPC Limited
(A Government of India Navratna Enterprise)



Commercial Division

**NHPC Office Complex,
Sector33, Faridabad (Haryana)-121 003**

Volume-X

यूको बैंक  UCO BANK

Mid Corporate Branch, 5, Parliament Street
N. Delhi.

सावधि ऋण संबंधी करार
Agreement relating to Term Loan

आज दिनांक 20 को एक ओर श्री/श्रीमती/कु./मेसर्स

.....पता.....

(जिसे इसमें इसके पश्चात् "उधारकर्ता" कहा गया है और जब तक इस अभिव्यक्ति को हटाया न जाए या कोई बात संदर्भ के विरुद्ध न हो तब तक इसके अन्तर्गत उसके/उसकी वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी एवं समनुदेशिती शामिल समझे जाएंगे) तथा दूसरी ओर यूको बैंक के बीच, जो बैंककारी कम्पनी (उपक्रमों का अर्जन और अन्तरण) अधिनियम, 1970 के अधीन गठित एक निगमित निकाय है और जिसका प्रधान कार्यालय, 10 वि. त्रै. म. सरणी, कोलकाता में है तथा जिसकी एक शाखा अन्य स्थानों के अलावा में भी है (जिसे इसमें इसके पश्चात् "बैंक" कहा गया है और जब तक इस अभिव्यक्ति को हटाया न जाए या कोई बात संदर्भ के विरुद्ध न हो तब तक इसके अन्तर्गत उसके उत्तराधिकारी एवं समनुदेशिती शामिल समझे जाएंगे), निम्नलिखित किए जानेवाले करार के अन्तर्निचम बनाए जाते हैं।

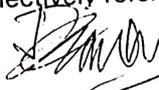
ARTICLES OF AGREEMENT made this 30th day of December 2009 BETWEEN Mr./Mrs./Miss/Ms. NHPC Limited of NHPC Office Complex, Sector-33, Faridabad (Haryana) hereinafter referred to as the "Borrower," which expression shall unless excluded by or repugnant to the context be deemed to include his/her/its heirs, executors, administrators, representatives, successors and assigns) of the One Part and UCO Bank, a Body Corporate constituted under The Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at No. 10, B.T.M. Sarani, Kolkata and a branch office amongst other places at Mid Corporate Branch, Parliament Street, N. Delhi (hereinafter referred to as "the Bank," which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the Other Part.

चूंकि उधारकर्ता ने दिनांक के अपने ऋण प्रस्ताव के, (इसमें इसके पश्चात् "ऋणकर्ता का प्रस्ताव" कहा गया है) जिसकी एक प्रति इस करार के साथ संलग्न है, के आधार पर और उसमें उपवर्णित प्रयोजनों के लिए रु. के ऋण हेतु बैंक के पास आवेदन किया है।

WHEREAS the Borrower has applied to the Bank for a loan of Rs. 1000 Crores upon the basis of and for the purposes set forth in the Borrower's proposal dated 10-11-2009, a copy whereof is annexed to this Agreement (hereinafter called "the Borrower's proposal"). Sanction letter NO. Mid Corp/ PST/09-10/1061 dated 22/12/2009 & MIC/PST/1076/2009-10 dated 26/12/2009.

चूंकि उधारकर्ता के अनुरोध पर बैंक इस विलेख और इसकी अनुसूची में सूचीबद्ध अन्य दस्तावेजों में (इसमें इसके पश्चात् सामूहिक रूप से "प्रतिभूति दस्तावेज" कहा गया है) उपवर्णित निबंधनों के अनुसार रु. का अग्रिम सावधि ऋण के रूप में उधारकर्ता को देने के लिए सहमत हो गया है।

WHEREAS at the request of the Borrower the Bank has agreed to advance a sum of Rs. 1000 Crores by way of term loan to the Borrower upon the terms set forth in these presents and in other documents listed in the Schedule hereto (hereinafter collectively referred to as "the Security documents").


Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)

अतः अब पूर्वकथित तथ्यों के प्रतिफलस्वरूप निम्नानुसार करार किया जाता है :-
NOW IT IS AGREED in consideration of the premises as follows :

1. उधारकर्ता के प्रस्ताव को इस करार का और इसके अधीन बैंक द्वारा दिए जाने वाले ऋण का आधार माना जाएगा और उधारकर्ता उसमें अन्तर्विष्ट प्रत्येक विवरण और विशिष्टि की सत्यता का इसके द्वारा समर्थन करता है तथा उसमें दिए गए प्रस्ताव को कार्यान्वित करने के लिए वचन देता है।

The Borrower's proposal shall be deemed to constitute the basis of this Agreement and of the loan to be advanced by the Bank hereunder and the Borrower hereby warrants the correctness of each and every one of the statements and particulars therein contained and undertakes to carry out the proposal therein set forth.

2. उधारकर्ता इसके द्वारा करार करता है कि इस विलेख द्वारा प्रतिभूति दस्तावेजों को स्पष्ट रूप से या आवश्यक विवक्षा द्वारा उपांतरित करने के सिवाय उक्त ऋण इसमें और इसकी अनुसूची में सूचीबद्ध प्रतिभूति दस्तावेजों में अन्तर्विष्ट निबंधनों के अनुसार विनियमित होगा।

The Borrower hereby agrees that the said loan shall be governed by the terms contained herein as well as those embodied in the Security documents listed in the Schedule hereto except in so far as the security documents may expressly or by necessary implication be modified by these presents.

3. उधारकर्ता स्पष्ट रूप से करार करता है और वचन देता है कि वह उक्त ऋण का उपयोग उधारकर्ता के प्रस्ताव में उपवर्णित प्रयोजनों के लिए ही करेगा, अन्य किसी प्रयोजन के लिए नहीं।

The Borrower expressly agrees and undertakes that the said loan shall be utilised exclusively for the purposes set forth in the Borrower's proposal and for no other purpose.

4. उधारकर्ता करार करता है और वचन देता है कि उधारकर्ता के प्रस्ताव में उपवर्णित किन्हीं विशिष्टियों की सत्यता को प्रभावित करने वाली किसी घटना के घटित होने पर उक्त घटना के घटित होने के सात दिनों के भीतर वह लिखित रूप में इसकी सूचना बैंक को देगा।

The Borrower agrees and undertakes to notify the Bank in writing of any circumstances affecting the correctness of any of the particulars set forth in the Borrower's proposal within seven days after occurrence of any circumstance.

5. उधारकर्ता बैंक को नीचे लिखी तारीखों को एवं किस्तों में ऋण की चुकौती करेगा :-

The loan shall be repayable by the borrower to the Bank on the dates and by instalments mentioned hereunder :-

चुकौती अनुसूची / Repayment Schedule

Principal repayable in 24 Half yearly instalments of
Rs. 41,66,66,666/- Commencing from 3 years after
1st disbursement and the interest to be serviced
as and when applied.


JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad
3664

6. उधारकर्ता इस बीच ब्याज का भुगतान यूको बैंक की मूल उधार दर जो इस समय प्रतिवर्ष अधिक की दर पर जो न्यूनतम प्रतिवर्ष होगी, अंतराल पर करेगा। परंतु बैंक स्वविवेकानुसार या भारतीय रिजर्व बैंक द्वारा समय-समय पर जारी किए जानेवाले दिशानिर्देशों के अनुसार उपर्युक्त ब्याज-दर को संशोधित कर सकता है या बढ़ा सकता है जिसकी सूचना उधारकर्ता को दी जाएगी और उधारकर्ता इसके द्वारा ब्याज-दर में किए जानेवाले संशोधन एवं वृद्धि के प्रति अपनी सहमति देता है तथा इस सहमति का यह अर्थ लगाया जाएगा कि इस प्रकार संशोधित या वृद्धित ब्याज-दर का उल्लेख इस करार में किया गया था और उधारकर्ता उसका भुगतान करने के लिए सहमत था और उसके द्वारा यह रक्षित है।

The Borrower shall in the mean time pay interest @ 3.65% % p.a. ^{below} the UCO Bank Prime Lending Rate which is at present 12.25% % p.a. subject to minimum rate of interest of 8.60% p.a. (fixed) % p.a. with monthly rests. Provided, however, that the above rate of interest may be revised or increased by the Bank either in its sole discretion of which notice shall be given to the Borrower or in accordance with the directives of Reserve Bank of India, issued from time to time and the Borrower hereby agrees to such revision and increase in the rate of interest and this Agreement shall be construed as if such revised or increased rate of interest were mentioned herein and agreed to be paid by the Borrower and are hereby secured.

7. यदि ऊपर उल्लिखित मूलधन या ब्याज की किसी किस्त के भुगतान में व्यतिक्रम हो तो बैंक, उस राशि पर जिसके सम्बन्ध में व्यतिक्रम हुआ हो, व्यतिक्रम की तारीख से भुगतान या वसूली की तारीख तक रिजर्व बैंक की दर से प्रतिवर्ष अधिक की दर पर जो न्यूनतम प्रतिवर्ष होगी या अन्य ऐसी दरों पर जो समय-समय पर ऋणकर्ता को सूचित की जाए, ब्याज प्रभारित करने का हकदार होगा।

In case there is any default in the payment of any of the instalments either of the principal or interest mentioned above, the Bank shall be entitled to charge interest at the rate of 12.25% ^{below} over the Reserve Bank rate subject to the minimum of 8.60% % per annum or at such other rates as may be notified to the Borrower from time to time on the amount of such default from the date of default till payment or realisation.

8. बैंक द्वारा देय तथा प्राप्य और बैंक द्वारा प्राप्त कोई भी धन इस रूप में लगाया जाएगा जैसा कि बैंक समय-समय पर अपने पूर्ण विवेक से अंतिम रूप से निर्धारित करेगा (सिवाय इसके कि बैंक इसे किसी उचत खाते में तब तक एवं उस रीति से जमा करेगा जैसा कि वह समय-समय पर निर्धारित करेगा)।

उपर्युक्त पर प्रतिकूल प्रभाव डाले बगैर प्राप्त धन का विनियोग निम्नलिखित रीति से किया जाएगा -

- i) प्रथमतः, परिसमाप्त हर्जानों और बाद के ब्याज के लिए (अप्रभारित ब्याज समेत)
- ii) द्वितीय, प्रभारित ब्याज के लिए
- iii) तृतीयतः बैंक द्वारा किए गए खर्चों, प्रभारों तथा लागतों के लिए और
- iv) अंततः बकाया मूलधन के लिए।

Any money due and payable to the Bank and received by the Bank shall be applied in such order as the Bank in its absolute discretion may from time to time conclusively determine (save that the Bank may credit the same to a suspense account for so long and in such manner as the bank may from time to time determine).

Without prejudice to the above, the monies received shall be appropriated in the following manner :

- i) Firstly, towards liquidated damages and further interest (including uncharged interest);
- ii) Secondly, towards interest charged;
- iii) Thirdly, towards costs, charges and expenses incurred by the Bank; and
- iv) Lastly, towards the principal amount due.

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Chief (Finance)
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9. "जब तक बैंक को उधारकर्ता द्वारा देय सभी राशियों का भुगतान नहीं हो जाता है, जो अतीत, वर्तमान अथवा भविष्य स्तविक अथवा आकस्मिक राशि हो, अथवा जिनके लिए उधारकर्ता मूल रूप से अथवा प्रतिभू के रूप में इसके अधीन अथवा उत्तरदायी हो, अथवा होता हो, उधारकर्ता इस बात पर सहमत होता है कि बैंक द्वारा उधारकर्ता के लेखे की अथवा उसके की राशि पर अथवा उसके किसी खाते पर किसी भी रीति अथवा प्रयोजन से किसी भी समय धारित सभी प्रतिभूतियों तथा/पर ग्रहणाधिकार तथा / अथवा मुजरे का अधिकार बैंक के पास होगा। उक्त प्रतिभूतियों तथा / अथवा धन में से उधारकर्ता उक्त दायित्वों अथवा देयताओं के उन्मोचन के लिए बैंक स्वतंत्र होगा तथा मीयादी जमाराशियों के मामले में, चाहे वे भुगतान लिए परिपक्व हुई हो अथवा नहीं, उधारकर्ता को नोटिस दिए बिना (वाद दायर करने अथवा कोई विधिक कार्यवाही करने के अथवा पश्चात) जो भी रीति उसे उचित लगे, उससे इनका विनियोजन अथवा वसूली की जा सकेगी। बैंक सद्भाव से प्राक्कलित स राशि का मुजरा कर सकेगा जो उसके दायित्व की राशि होगी।"

"Until payment is made to the Bank of all the amounts, whether past present or future, actual or contingent, which may be payable by the borrower or for which the borrower may be or become liable hereunder or otherwise and whether as principal or surety, the borrower agrees that the Bank shall have a lien and/or right of set off on all securities and/or monies whatsoever held at any time by the Bank on account of or to the credit of the Borrower in or for any account or manner or purpose howsoever. The Bank shall be at liberty to discharge the said obligations or liabilities of the borrower out of the said securities and/or monies, and in case of term deposits, whether the same have matured for payment or not, and may appropriate or realize them in the manner thought fit by it and without notice to the Borrower (and whether before or after filing suit or taking any legal proceedings). The Bank may set off an amount estimated by it in good faith to be the amount of that obligation".

10. इसमें या प्रतिभूति दस्तावेज में किसी बात के होते हुए भी सम्पूर्ण अग्रिम तत्काल उधारकर्ता द्वारा बैंक को देय होगा एवं बैंक निम्नलिखित घटनाओं में से किसी एक के घटित होने पर प्रतिभूति प्रवर्तित कराने का हकदार होगा, यथा :-

Notwithstanding anything herein or in the security documents contained the whole advance shall become forthwith due and payable by the borrower to the Bank and the Bank will be entitled to enforce its security upon the happening of any of the following events, namely :-

- (क) अदायगी की तारीख को मूलधन की किसी किस्त के अदत्त रहने पर उसके भुगतान के लिए;
- (a) Any instalment of the principal moneys being unpaid on the due date for payment thereof ;
- (ख) चाहे औपचारिक या वैध रूप से मांग की गई हो या नहीं, किसी ब्याज के देय हो जाने के पश्चात तीन महीने तक अदत्त या बकाया रहने पर;
- (b) any interest remaining unpaid and in arrears for a period of three months, after the same shall have become due whether formally or legally demanded or not ;
- (ग) इन विलेखों और/या उधारकर्ता की प्रस्थापना और/या प्रतिभूति दस्तावेज में अन्तर्विष्ट निबंधन और शर्तों अथवा अग्रिम से संबंधित अन्य किसी निबंधन या शर्तों के पालन या अनुपालन में उधारकर्ता द्वारा किसी प्रकार के भंग या व्यतिक्रम किए जाने पर;
- (c) the Borrowers' committing any breach or default in the performance or observance of the terms and conditions contained in these presents and/or the Borrower's proposal and/or the security documents or any other terms or conditions relating to the advance ;
- (घ) उधारकर्ता द्वारा अपने ऋणदाताओं से कोई ठहराव या प्रशमन करने पर या दिवालियापन का कोई कार्य करने पर;
- (d) the Borrower's entering into any arrangement or composition with its creditors or committing any act of insolvency ;
- (ङ) उधारकर्ता की पूरी सम्पत्ति या उसके किसी भाग पर कुर्की या करस्थम् के आदेश जारी होने पर;
- (च) execution or distress being enforced or levied against the whole or any part of the

- (f) उधारकर्ता (यदि वह कोई कंपनी हो) न्यायनिका की स्थिति में हो (समामेलन या पुनर्निर्माण के प्रयोजनार्थ के लिए);
- (g) the Borrower's (if a Company) going into liquidation (except for the purpose of amalgamation or reconstruction);
- (h) उधारकर्ता (यदि वह कोई फर्म हो) कोई पतनदार दिवालिया न्यायनिर्णीत हुआ हो या दिवालिया ऋणी के अनुतोष के लिए किसी विधि का लाभ उठा रहा हो;
- (g) any of the partners of the Borrower (if a firm) being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors;
- (ज) उधारकर्ता की पूरी सम्पत्ति या उसके किसी भाग की बाबत रिसीवर नियुक्त होने पर;
- (h) a Receiver being appointed in respect of the whole or any part of the property of the Borrower;
- (झ) उधारकर्ता कारोबार छोड़ रहा हो या उसके कारोबार छोड़ने की आशंका हो;
- (i) the Borrower ceasing or threatening to cease, to carry on business;
- (ञ) ऐसी परिस्थितियां उत्पन्न होने पर जो बैंक को दी गई प्रतिभूति पर प्रतिकूल प्रभाव डालने वाली हों या उसे नुकसान पहुँचाती हों या संकट में डालती हों या उसके मूल्य को कम करती हों; और
- (j) the occurrence of any circumstance which is prejudicial to or impairs or imperils or depreciates the security given to the Bank; and
- (ट) ऐसी घटना के घटित होने या परिस्थिति के उत्पन्न होने पर जो उधारकर्ता के ऋण चुकाने की क्षमता पर किसी प्रकार का प्रतिकूल या विरोधी प्रभाव डालती हो या डालने की आशंका हो।
- (k) the occurrence of any event or circumstance which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the loan.

उपर्युक्त में से कोई घटना घटित हुई है या नहीं, इस संबंध में बैंक का निर्णय अंतिम और उधारकर्ता पर बाध्यकारी होगा।

On the question whether any of the above events has happened, the decision of the Bank shall be conclusive and binding on the Borrower.

11 उधारकर्ता, बैंक की लिखित सम्मति के बिना ऐसे अग्रिम की बाबत बैंक को दी गई प्रतिभूति पर किसी प्रकार के भार, धरणाधिकार या अन्य विल्लंगमों का सृजन नहीं करेगा या ऐसी प्रतिभूति पर अन्य किसी पक्षकार या व्यक्ति के पक्ष में किसी हित का सूचन नहीं करेगा।

The Borrower shall not, without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security given to the Bank in respect of such advance or create any interest on such security in favour of any other party or person.

12 उधारकर्ता बैंक द्वारा उसे दिए गए ऋण-अग्रिमों की पूर्व शर्त के रूप में एतद्वारा यह सहमति देता है कि यदि वह नियत तारीख/तारीखों को ऋण/अग्रिमों की चुकौती अथवा उसके ब्याज की चुकौती अथवा ऋण की किसी भी सहमत किस्त को चुकाने में चूक करता है तो बैंक तथा/अथवा भारतीय रिजर्व बैंक के पास यह अविशेषित अधिकार होगा कि वे चूककर्ता के रूप में उसका नाम अथवा कंपनी / फर्म / इकाई तथा इसके निदेशकों / भागीदारों / स्वत्वधारियों के नाम उस रीति से और माध्यम से प्रकट करें अथवा प्रकाशित करें, जिसे बैंक अथवा भारतीय रिजर्व बैंक अपने पूर्णविवेक से उचित समझें।

The borrower hereby agrees as a pre-condition of the loan-advances given to him by the bank that in case he commits default in the repayment of the loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish his name or the name of the company / firm / unit and its directors / partners / proprietors as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

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JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad

13.(i) उधारकर्ता को दिए जानेवाले ऋण/अग्रिम/अन्य गैर-निधि आधारित ऋण सुविधाओं के लिए एक पूर्व शर्त के बैंक को उधारकर्ता से इस बात की सहमति प्राप्त करना जरूरी है कि वह उधारकर्ता द्वारा प्राप्त की गई / प्राप्त की जानेवाली सुविधाओं से संबंधित सूचना और आंकड़े; उधारकर्ता द्वारा धारित/धारित की जानेवाली तत्संबंधी देयताओं और उसके पालन धारकर्ता द्वारा की गई चूक (यदि कोई हो) को प्रकट कर सकता है।

(ii) तदनुसार उधारकर्ता एतद्वारा स्वीकृति और सहमति देता है कि बैंक यदि उचित और आवश्यक समझे तो ऋण सूचना ब्यूरो (भारत) लि. और इसके लिए भारतीय रिजर्व बैंक द्वारा प्राधिकृत किसी अन्य एजेंसी को निम्नलिखित सभी या इस प्रकार की कोई भी जानकारी दे सकता है :

क) उधारकर्ता के बारे में सूचना और आंकड़े;

ख) उधारकर्ता द्वारा प्राप्त की गई/प्राप्त की जानेवाली ऋण सुविधाओं से संबंधित सूचना या आंकड़े, और

ग) उन दायित्वों के पालन में उधारकर्ता द्वारा की जानेवाली चूक, यदि कोई हो।

(iii) उधारकर्ता यह घोषणा करता है कि उसके द्वारा बैंक को दी गई सूचना और आंकड़े सत्य और सही हैं।

(iv) उधारकर्ता यह वचन देता है कि :

क) ऋण सूचना ब्यूरो (भारत) लि. और इस तरह से प्राधिकृत कोई एजेंसी बैंक द्वारा प्रकट की गई उक्त सूचना और आंकड़ा का उपयोग तथा संसाधन कर सकता है; तथा

ख) ऋण सूचना ब्यूरो (भारत) लि. और इस तरह से प्राधिकृत कोई एजेंसी संसाधित सूचना और आंकड़ा या अपने द्वारा निर्मित उसके उत्पादों को भारतीय रिजर्व बैंक द्वारा इसके लिए निर्दिष्ट बैंकों / वित्तीय संस्थाओं को विचारार्थ प्रस्तुत कर सकता है।

13.(ii) As a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to the borrower, bank requires borrower's consent for the disclosure by the bank of, information and data relating to the credit facility availed of/to be availed by borrower; obligations assumed/to be assumed by borrower, in relation thereto and default, if any, committed by borrower in discharge thereof.

(ii) Accordingly, the borrower hereby agree and give consent for the disclosure by the Bank of all or any such;

a) information and data relating to borrower;

b) the information or data relating any credit facility availed of/to be availed by borrower; and

c) default, if any, committed by borrower in discharge of borrower such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorised in this behalf by RBI.

(iii) The Borrower declares that the information and data furnished by borrower to the Bank are true and correct.

(iv) Borrower undertakes that :

a) the Credit Information Bureau (India) Ltd., and any other agency so authorised may use, process the said information and data disclosed by the Bank; and

b) the Credit Information Bureau (India) Ltd., and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantees, as may be

specified by the Reserve Bank of India in this behalf.

14. बैंक के हर अनुरोध पर उधारकर्ता बैंक और उसके अभिकर्ता, अधिकारी, कर्मचारी, सेवक या नामनिर्देशितों को यह सुनिश्चित करने के लिए कि उधारकर्ता ने अग्रिम की शर्तों का सम्यक रूप से अनुपालन किया है या नहीं, अपने परिसर, गोदाम, कारखाना और अपनी लेखा-पुस्तकों के निरीक्षण की अनुमति देगा।

The Borrower shall, upon every request of the Bank, allow the Bank and its agent, officers, employees, servants or nominees to inspect the Borrower's premises, godown, factory and Borrower's books of account for ensuring that the Borrower has duly complied with the terms of the advance.

15. उधारकर्ता ऋण की शर्तों के सम्यक अनुपालन के संबंध में बैंक द्वारा अपेक्षित सभी जानकारी सन्तोषजनक रूप में उसके समक्ष प्रस्तुत करेगा और जब भी कभी बैंक उक्त ऋण के सही उपयोग के बारे में पता लगाने के लिए कोई भी आवधिक रिपोर्ट या सूचना जिस किसी भी रूप में और जिस किसी भी विवरण सहित मांगे वह बैंक के समक्ष प्रस्तुत करेगा।

The Borrower will furnish the Bank with all such information as the Bank may require for the Bank's satisfaction as to due compliance of the terms of the loan and all such periodical reports and information at such times, in such forms and containing such particulars as the Bank may call for, for the purpose of ascertaining the result of the utilisation of the said loan.

अनुसूची / SCHEDULE

(बैंक द्वारा उधारकर्ता से प्राप्त सभी प्रतिभूति दस्तावेजों की विशिष्टियों को संक्षिप्त रूप से यहां लिखें)
(here give brief particulars of all security documents obtained by the Bank from the borrower)

इसकी साक्षी के रूप में उधारकर्ता ने इस करार को उपरिलिखित दिन, महीने एवं वर्ष में निष्पादित किया।
IN WITNESS WHEREOF the Borrower has executed this Agreement the day, month and year above written.


JAYANT KUMAR
Chief (उधारकर्ता के हस्ताक्षर)
NHPC LIMITED
(A Govt. of India Enterprise)
(Signature of Borrower)
Sector-33, Faridabad.

टिप्पणी :- इस फार्म के हिन्दी पाठ से किसी प्रकार के वाद-विवाद के उत्पन्न होने की स्थिति में इसका मूल अंग्रेजी पाठ ही प्राधिकृत माना जाएगा।

Note :- In the event of any controversy arising out of Hindi version of this Form, the original English text of it will be treated as authoritative.

यूको बैंक  UCO BANK

Mid Corporate Branch, 5, Parliament Street
N. Delhi.

सावधि ऋण संबंधी करार
Agreement relating to Term Loan

आज दिनांक 20 को एक ओर श्री/श्रीमती/कु./मेसर्स

.....पता.....

(जिसे इसमें इसके पश्चात् "उधारकर्ता" कहा गया है और जब तक इस अभिव्यक्ति को हटाया न जाए या कोई बात संदर्भ के विरुद्ध न हो तब तक इसके अन्तर्गत उसके/उसकी वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी एवं समनुदेशिती शामिल समझे जाएंगे) तथा दूसरी ओर यूको बैंक के बीच, जो बैंककारी कम्पनी (उपक्रमों का अर्जन और अन्तरण) अधिनियम, 1970 के अधीन गठित एक निगमित निकाय है और जिसका प्रधान कार्यालय, 10 वि. त्रै. म. सरणी, कोलकाता में है तथा जिसकी एक शाखा अन्य स्थानों के अलावा में भी है (जिसे इसमें इसके पश्चात् "बैंक" कहा गया है और जब तक इस अभिव्यक्ति को हटाया न जाए या कोई बात संदर्भ के विरुद्ध न हो तब तक इसके अन्तर्गत उसके उत्तराधिकारी एवं समनुदेशिती शामिल समझे जाएंगे), निम्नलिखित किए जानेवाले करार के अन्तर्निचम बनाए जाते हैं।

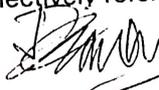
ARTICLES OF AGREEMENT made this 30th day of December 2009 BETWEEN Mr./Mrs./Miss/Ms. NHPC Limited of NHPC Office Complex, Sector-33, Faridabad (Haryana) hereinafter referred to as the "Borrower," which expression shall unless excluded by or repugnant to the context be deemed to include his/her/its heirs, executors, administrators, representatives, successors and assigns) of the One Part and UCO Bank, a Body Corporate constituted under The Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at No. 10, B.T.M. Sarani, Kolkata and a branch office amongst other places at Mid Corporate Branch, Parliament Street, N. Delhi (hereinafter referred to as "the Bank," which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the Other Part.

चूंकि उधारकर्ता ने दिनांक के अपने ऋण प्रस्ताव के, (इसमें इसके पश्चात् "ऋणकर्ता का प्रस्ताव" कहा गया है) जिसकी एक प्रति इस करार के साथ संलग्न है, के आधार पर और उसमें उपवर्णित प्रयोजनों के लिए रु. के ऋण हेतु बैंक के पास आवेदन किया है।

WHEREAS the Borrower has applied to the Bank for a loan of Rs. 1000 Crores upon the basis of and for the purposes set forth in the Borrower's proposal dated 10-11-2009, a copy whereof is annexed to this Agreement (hereinafter called "the Borrower's proposal"). Sanction letter NO. Mid Corp/ PST/09-10/1061 dated 22/12/2009 & MIC/PST/1076/2009-10 dated 26/12/2009.

चूंकि उधारकर्ता के अनुरोध पर बैंक इस विलेख और इसकी अनुसूची में सूचीबद्ध अन्य दस्तावेजों में (इसमें इसके पश्चात् सामूहिक रूप से "प्रतिभूति दस्तावेज" कहा गया है) उपवर्णित निबंधनों के अनुसार रु. का अग्रिम सावधि ऋण के रूप में उधारकर्ता को देने के लिए सहमत हो गया है।

WHEREAS at the request of the Borrower the Bank has agreed to advance a sum of Rs. 1000 Crores by way of term loan to the Borrower upon the terms set forth in these presents and in other documents listed in the Schedule hereto (hereinafter collectively referred to as "the Security documents").


Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)

अतः अब पूर्वकथित तथ्यों के प्रतिफलस्वरूप निम्नानुसार करार किया जाता है :-
NOW IT IS AGREED in consideration of the premises as follows :

1. उधारकर्ता के प्रस्ताव को इस करार का और इसके अधीन बैंक द्वारा दिए जाने वाले ऋण का आधार माना जाएगा और उधारकर्ता उसमें अन्तर्विष्ट प्रत्येक विवरण और विशिष्टि की सत्यता का इसके द्वारा समर्थन करता है तथा उसमें दिए गए प्रस्ताव को कार्यान्वित करने के लिए वचन देता है।

The Borrower's proposal shall be deemed to constitute the basis of this Agreement and of the loan to be advanced by the Bank hereunder and the Borrower hereby warrants the correctness of each and every one of the statements and particulars therein contained and undertakes to carry out the proposal therein set forth.

2. उधारकर्ता इसके द्वारा करार करता है कि इस विलेख द्वारा प्रतिभूति दस्तावेजों को स्पष्ट रूप से या आवश्यक विवक्षा द्वारा उपांतरित करने के सिवाय उक्त ऋण इसमें और इसकी अनुसूची में सूचीबद्ध प्रतिभूति दस्तावेजों में अन्तर्विष्ट निबंधनों के अनुसार विनियमित होगा।

The Borrower hereby agrees that the said loan shall be governed by the terms contained herein as well as those embodied in the Security documents listed in the Schedule hereto except in so far as the security documents may expressly or by necessary implication be modified by these presents.

3. उधारकर्ता स्पष्ट रूप से करार करता है और वचन देता है कि वह उक्त ऋण का उपयोग उधारकर्ता के प्रस्ताव में उपवर्णित प्रयोजनों के लिए ही करेगा, अन्य किसी प्रयोजन के लिए नहीं।

The Borrower expressly agrees and undertakes that the said loan shall be utilised exclusively for the purposes set forth in the Borrower's proposal and for no other purpose.

4. उधारकर्ता करार करता है और वचन देता है कि उधारकर्ता के प्रस्ताव में उपवर्णित किन्हीं विशिष्टियों की सत्यता को प्रभावित करने वाली किसी घटना के घटित होने पर उक्त घटना के घटित होने के सात दिनों के भीतर वह लिखित रूप में इसकी सूचना बैंक को देगा।

The Borrower agrees and undertakes to notify the Bank in writing of any circumstances affecting the correctness of any of the particulars set forth in the Borrower's proposal within seven days after occurrence of any circumstance.

5. उधारकर्ता बैंक को नीचे लिखी तारीखों को एवं किस्तों में ऋण की चुकौती करेगा :-

The loan shall be repayable by the borrower to the Bank on the dates and by instalments mentioned hereunder :-

चुकौती अनुसूची / Repayment Schedule

Principal repayable in 24 Half yearly instalments of
Rs. 41,66,66,666/- Commencing from 3 years after
1st disbursement and the interest to be serviced
as and when applied.



JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad

6. उधारकर्ता इस बीच ब्याज का भुगतान यूको बैंक की मूल उधार दर जो इस समय प्रतिवर्ष अधिक की दर पर जो न्यूनतम प्रतिवर्ष होगी, अंतराल पर करेगा। परंतु बैंक स्वविवेकानुसार या भारतीय रिजर्व बैंक द्वारा समय-समय पर जारी किए जानेवाले दिशानिर्देशों के अनुसार उपर्युक्त ब्याज-दर को संशोधित कर सकता है या बढ़ा सकता है जिसकी सूचना उधारकर्ता को दी जाएगी और उधारकर्ता इसके द्वारा ब्याज-दर में किए जानेवाले संशोधन एवं वृद्धि के प्रति अपनी सहमति देता है तथा इस सहमति का यह अर्थ लगाया जाएगा कि इस प्रकार संशोधित या वृद्धित ब्याज-दर का उल्लेख इस करार में किया गया था और उधारकर्ता उसका भुगतान करने के लिए सहमत था और उसके द्वारा यह रक्षित है।

The Borrower shall in the mean time pay interest @ 3.65% % p.a. ^{below} the UCO Bank Prime Lending Rate which is at present 12.25% % p.a. subject to minimum rate of interest of 8.60% p.a. (fixed) % p.a. with monthly rests. Provided, however, that the above rate of interest may be revised or increased by the Bank either in its sole discretion of which notice shall be given to the Borrower or in accordance with the directives of Reserve Bank of India, issued from time to time and the Borrower hereby agrees to such revision and increase in the rate of interest and this Agreement shall be construed as if such revised or increased rate of interest were mentioned herein and agreed to be paid by the Borrower and are hereby secured.

7. यदि ऊपर उल्लिखित मूलधन या ब्याज की किसी किस्त के भुगतान में व्यतिक्रम हो तो बैंक, उस राशि पर जिसके सम्बन्ध में व्यतिक्रम हुआ हो, व्यतिक्रम की तारीख से भुगतान या वसूली की तारीख तक रिजर्व बैंक की दर से प्रतिवर्ष अधिक की दर पर जो न्यूनतम प्रतिवर्ष होगी या अन्य ऐसी दरों पर जो समय-समय पर ऋणकर्ता को सूचित की जाए, ब्याज प्रभारित करने का हकदार होगा।

In case there is any default in the payment of any of the instalments either of the principal or interest mentioned above, the Bank shall be entitled to charge interest at the rate of 12.25% ^{below} the Reserve Bank rate subject to the minimum of 8.60% % per annum or at such other rates as may be notified to the Borrower from time to time on the amount of such default from the date of default till payment or realisation.

8. बैंक द्वारा देय तथा प्राप्य और बैंक द्वारा प्राप्त कोई भी धन इस रूप में लगाया जाएगा जैसा कि बैंक समय-समय पर अपने पूर्ण विवेक से अंतिम रूप से निर्धारित करेगा (सिवाय इसके कि बैंक इसे किसी उचत खाते में तब तक एवं उस रीति से जमा करेगा जैसा कि वह समय-समय पर निर्धारित करेगा)।

उपर्युक्त पर प्रतिकूल प्रभाव डाले बगैर प्राप्त धन का विनियोग निम्नलिखित रीति से किया जाएगा -

- i) प्रथमतः, परिसमाप्त हर्जानों और बाद के ब्याज के लिए (अप्रभारित ब्याज समेत)
- ii) द्वितीय, प्रभारित ब्याज के लिए
- iii) तृतीयतः बैंक द्वारा किए गए खर्चों, प्रभारों तथा लागतों के लिए और
- iv) अंततः बकाया मूलधन के लिए।

Any money due and payable to the Bank and received by the Bank shall be applied in such order as the Bank in its absolute discretion may from time to time conclusively determine (save that the Bank may credit the same to a suspense account for so long and in such manner as the bank may from time to time determine).

Without prejudice to the above, the monies received shall be appropriated in the following manner :

- i) Firstly, towards liquidated damages and further interest (including uncharged interest);
- ii) Secondly, towards interest charged;
- iii) Thirdly, towards costs, charges and expenses incurred by the Bank; and
- iv) Lastly, towards the principal amount due.

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9. "जब तक बैंक को उधारकर्ता द्वारा देय सभी राशियों का भुगतान नहीं हो जाता है, जो अतीत, वर्तमान अथवा भविष्य स्तविक अथवा आकस्मिक राशि हो, अथवा जिनके लिए उधारकर्ता मूल रूप से अथवा प्रतिभू के रूप में इसके अधीन अथवा उत्तरदायी हो, अथवा होता हो, उधारकर्ता इस बात पर सहमत होता है कि बैंक द्वारा उधारकर्ता के लेखे की अथवा उसके की राशि पर अथवा उसके किसी खाते पर किसी भी रीति अथवा प्रयोजन से किसी भी समय धारित सभी प्रतिभूतियों तथा/पर ग्रहणाधिकार तथा / अथवा मुजरे का अधिकार बैंक के पास होगा। उक्त प्रतिभूतियों तथा / अथवा धन में से उधारकर्ता उक्त दायित्वों अथवा देयताओं के उन्मोचन के लिए बैंक स्वतंत्र होगा तथा मीयादी जमाराशियों के मामले में, चाहे वे भुगतान लिए परिपक्व हुई हो अथवा नहीं, उधारकर्ता को नोटिस दिए बिना (वाद दायर करने अथवा कोई विधिक कार्यवाही करने के अथवा पश्चात) जो भी रीति उसे उचित लगे, उससे इनका विनियोजन अथवा वसूली की जा सकेगी। बैंक सद्भाव से प्राक्कलित स राशि का मुजरा कर सकेगा जो उसके दायित्व की राशि होगी।"

"Until payment is made to the Bank of all the amounts, whether past present or future, actual or contingent, which may be payable by the borrower or for which the borrower may be or become liable hereunder or otherwise and whether as principal or surety, the borrower agrees that the Bank shall have a lien and/or right of set off on all securities and/or monies whatsoever held at any time by the Bank on account of or to the credit of the Borrower in or for any account or manner or purpose howsoever. The Bank shall be at liberty to discharge the said obligations or liabilities of the borrower out of the said securities and/or monies, and in case of term deposits, whether the same have matured for payment or not, and may appropriate or realize them in the manner thought fit by it and without notice to the Borrower (and whether before or after filing suit or taking any legal proceedings). The Bank may set off an amount estimated by it in good faith to be the amount of that obligation".

10. इसमें या प्रतिभूति दस्तावेज में किसी बात के होते हुए भी सम्पूर्ण अग्रिम तत्काल उधारकर्ता द्वारा बैंक को देय होगा एवं बैंक निम्नलिखित घटनाओं में से किसी एक के घटित होने पर प्रतिभूति प्रवर्तित कराने का हकदार होगा, यथा :-

Notwithstanding anything herein or in the security documents contained the whole advance shall become forthwith due and payable by the borrower to the Bank and the Bank will be entitled to enforce its security upon the happening of any of the following events, namely :-

- (क) अदायगी की तारीख को मूलधन की किसी किस्त के अदत्त रहने पर उसके भुगतान के लिए;
- (a) Any instalment of the principal moneys being unpaid on the due date for payment thereof ;
- (ख) चाहे औपचारिक या वैध रूप से मांग की गई हो या नहीं, किसी ब्याज के देय हो जाने के पश्चात तीन महीने तक अदत्त या बकाया रहने पर;
- (b) any interest remaining unpaid and in arrears for a period of three months, after the same shall have become due whether formally or legally demanded or not ;
- (ग) इन विलेखों और/या उधारकर्ता की प्रस्थापना और/या प्रतिभूति दस्तावेज में अन्तर्विष्ट निबंधन और शर्तों अथवा अग्रिम से संबंधित अन्य किसी निबंधन या शर्तों के पालन या अनुपालन में उधारकर्ता द्वारा किसी प्रकार के भंग या व्यतिक्रम किए जाने पर;
- (c) the Borrowers' committing any breach or default in the performance or observance of the terms and conditions contained in these presents and/or the Borrower's proposal and/or the security documents or any other terms or conditions relating to the advance ;
- (घ) उधारकर्ता द्वारा अपने ऋणदाताओं से कोई ठहराव या प्रशमन करने पर या दिवालियापन का कोई कार्य करने पर;
- (d) the Borrower's entering into any arrangement or composition with its creditors or committing any act of insolvency ;
- (ङ) उधारकर्ता की पूरी सम्पत्ति या उसके किसी भाग पर कुर्की या करस्थम् के आदेश जारी होने पर;
- (च) execution or distress being enforced or levied against the whole or any part of the

- (क) उधारकर्ता यदि वह कोई कम्पनी हो) समापन की स्थिति में हो (समामेलन या पुनर्निर्माण के प्रयोजनार्थ के लिए);
- (ग) the Borrower's (if a Company) going into liquidation (except for the purpose of amalgamation or reconstruction);
- (घ) उधारकर्ता (यदि वह कोई कम्पनी हो) कोई पगौदार दिवालिया न्यायनिर्णीत हुआ हो या दिवालिया ऋणी के अनुतोष के लिए किसी विधि का लाभ उठा रहा हो;
- (ग) any of the partners of the Borrower (if a firm) being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors;
- (ज) उधारकर्ता की पूरी सम्पत्ति या उसके किसी भाग की बाबत रिसीवर नियुक्त होने पर;
- (ह) a Receiver being appointed in respect of the whole or any part of the property of the Borrower;
- (झ) उधारकर्ता कारोबार छोड़ रहा हो या उसके कारोबार छोड़ने की आशंका हो;
- (इ) the Borrower ceasing or threatening to cease, to carry on business;
- (ञ) ऐसी परिस्थितियां उत्पन्न होने पर जो बैंक को दी गई प्रतिभूति पर प्रतिकूल प्रभाव डालने वाली हों या उसे नुकसान पहुँचाती हों या संकट में डालती हों या उसके मूल्य को कम करती हों; और
- (जि) the occurrence of any circumstance which is prejudicial to or impairs or imperils or depreciates the security given to the Bank; and
- (ट) ऐसी घटना के घटित होने या परिस्थिति के उत्पन्न होने पर जो उधारकर्ता के ऋण चुकाने की क्षमता पर किसी प्रकार का प्रतिकूल या विरोधी प्रभाव डालती हो या डालने की आशंका हो।
- (क) the occurrence of any event or circumstance which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the loan.

उपर्युक्त में से कोई घटना घटित हुई है या नहीं, इस संबंध में बैंक का निर्णय अंतिम और उधारकर्ता पर बाध्यकारी होगा।

On the question whether any of the above events has happened, the decision of the Bank shall be conclusive and binding on the Borrower.

11 उधारकर्ता, बैंक की लिखित सम्मति के बिना ऐसे अग्रिम की बाबत बैंक को दी गई प्रतिभूति पर किसी प्रकार के भार, धरणाधिकार या अन्य विल्लंगमों का सृजन नहीं करेगा या ऐसी प्रतिभूति पर अन्य किसी पक्षकार या व्यक्ति के पक्ष में किसी हित का सूचन नहीं करेगा।

The Borrower shall not, without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security given to the Bank in respect of such advance or create any interest on such security in favour of any other party or person.

12 उधारकर्ता बैंक द्वारा उसे दिए गए ऋण-अग्रिमों की पूर्व शर्त के रूप में एतद्वारा यह सहमति देता है कि यदि वह नियत तारीख/तारीखों को ऋण/अग्रिमों की चुकौती अथवा उसके ब्याज की चुकौती अथवा ऋण की किसी भी सहमत किस्त को चुकाने में चूक करता है तो बैंक तथा/अथवा भारतीय रिजर्व बैंक के पास यह अविशेषित अधिकार होगा कि वे चूककर्ता के रूप में उसका नाम अथवा कंपनी / फर्म / इकाई तथा इसके निदेशकों / भागीदारों / स्वत्वधारियों के नाम उस रीति से और माध्यम से प्रकट करें अथवा प्रकाशित करें, जिसे बैंक अथवा भारतीय रिजर्व बैंक अपने पूर्णविवेक से उचित समझें।

The borrower hereby agrees as a pre-condition of the loan-advances given to him by the bank that in case he commits default in the repayment of the loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish his name or the name of the company / firm / unit and its directors / partners / proprietors as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

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13.(i) उधारकर्ता को दिए जानेवाले ऋण/अग्रिम/अन्य गैर-निधि आधारित ऋण सुविधाओं के लिए एक पूर्व शर्त के बैंक को उधारकर्ता से इस बात की सहमति प्राप्त करना जरूरी है कि वह उधारकर्ता द्वारा प्राप्त की गई / प्राप्त की जानेवाली सुविधाओं से संबंधित सूचना और आंकड़े; उधारकर्ता द्वारा धारित/धारित की जानेवाली तत्संबंधी देयताओं और उसके पालन धारकर्ता द्वारा की गई चूक (यदि कोई हो) को प्रकट कर सकता है।

(ii) तदनुसार उधारकर्ता एतद्वारा स्वीकृति और सहमति देता है कि बैंक यदि उचित और आवश्यक समझे तो ऋण सूचना ब्यूरो (भारत) लि. और इसके लिए भारतीय रिजर्व बैंक द्वारा प्राधिकृत किसी अन्य एजेंसी को निम्नलिखित सभी या इस प्रकार की कोई भी जानकारी दे सकता है :

क) उधारकर्ता के बारे में सूचना और आंकड़े;

ख) उधारकर्ता द्वारा प्राप्त की गई/प्राप्त की जानेवाली ऋण सुविधाओं से संबंधित सूचना या आंकड़े, और

ग) उन दायित्वों के पालन में उधारकर्ता द्वारा की जानेवाली चूक, यदि कोई हो।

(iii) उधारकर्ता यह घोषणा करता है कि उसके द्वारा बैंक को दी गई सूचना और आंकड़े सत्य और सही हैं।

(iv) उधारकर्ता यह वचन देता है कि :

क) ऋण सूचना ब्यूरो (भारत) लि. और इस तरह से प्राधिकृत कोई एजेंसी बैंक द्वारा प्रकट की गई उक्त सूचना और आंकड़ा का उपयोग तथा संसाधन कर सकता है; तथा

ख) ऋण सूचना ब्यूरो (भारत) लि. और इस तरह से प्राधिकृत कोई एजेंसी संसाधित सूचना और आंकड़ा या अपने द्वारा निर्मित उसके उत्पादों को भारतीय रिजर्व बैंक द्वारा इसके लिए निर्दिष्ट बैंकों / वित्तीय संस्थाओं को विचारार्थ प्रस्तुत कर सकता है।

13.(ii) As a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to the borrower, bank requires borrower's consent for the disclosure by the bank of, information and data relating to the credit facility availed of/to be availed by borrower; obligations assumed/to be assumed by borrower, in relation thereto and default, if any, committed by borrower in discharge thereof.

(ii) Accordingly, the borrower hereby agree and give consent for the disclosure by the Bank of all or any such;

a) information and data relating to borrower;

b) the information or data relating any credit facility availed of/to be availed by borrower; and

c) default, if any, committed by borrower in discharge of borrower such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorised in this behalf by RBI.

(iii) The Borrower declares that the information and data furnished by borrower to the Bank are true and correct.

(iv) Borrower undertakes that :

a) the Credit Information Bureau (India) Ltd., and any other agency so authorised may use, process the said information and data disclosed by the Bank; and

b) the Credit Information Bureau (India) Ltd., and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantees, as may be

specified by the Reserve Bank of India in this behalf.

14. बैंक के हर अनुरोध पर उधारकर्ता बैंक और उसके अभिकर्ता, अधिकारी, कर्मचारी, सेवक या नामनिर्देशितों को यह सुनिश्चित करने के लिए कि उधारकर्ता ने अग्रिम की शर्तों का सम्यक रूप से अनुपालन किया है या नहीं, अपने परिसर, गोदाम, कारखाना और अपनी लेखा-पुस्तकों के निरीक्षण की अनुमति देगा।

The Borrower shall, upon every request of the Bank, allow the Bank and its agent, officers, employees, servants or nominees to inspect the Borrower's premises, godown, factory and Borrower's books of account for ensuring that the Borrower has duly complied with the terms of the advance.

15. उधारकर्ता ऋण की शर्तों के सम्यक अनुपालन के संबंध में बैंक द्वारा अपेक्षित सभी जानकारी सन्तोषजनक रूप में उसके समक्ष प्रस्तुत करेगा और जब भी कभी बैंक उक्त ऋण के सही उपयोग के बारे में पता लगाने के लिए कोई भी आवधिक रिपोर्ट या सूचना जिस किसी भी रूप में और जिस किसी भी विवरण सहित मांगे वह बैंक के समक्ष प्रस्तुत करेगा।

The Borrower will furnish the Bank with all such information as the Bank may require for the Bank's satisfaction as to due compliance of the terms of the loan and all such periodical reports and information at such times, in such forms and containing such particulars as the Bank may call for, for the purpose of ascertaining the result of the utilisation of the said loan.

अनुसूची / SCHEDULE

(बैंक द्वारा उधारकर्ता से प्राप्त सभी प्रतिभूति दस्तावेजों की विशिष्टियों को संक्षिप्त रूप से यहां लिखें)
(here give brief particulars of all security documents obtained by the Bank from the borrower)

इसकी साक्षी के रूप में उधारकर्ता ने इस करार को उपरिलिखित दिन, महीने एवं वर्ष में निष्पादित किया।
IN WITNESS WHEREOF the Borrower has executed this Agreement the day, month and year above written.


JAYANT KUMAR
Chief (उधारकर्ता के हस्ताक्षर)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad.

टिप्पणी :- इस फार्म के हिन्दी पाठ से किसी प्रकार के वाद-विवाद के उत्पन्न होने की स्थिति में इसका मूल अंग्रेजी पाठ ही प्राधिकृत माना जाएगा।

Note :- In the event of any controversy arising out of Hindi version of this Form, the original English text of it will be treated as authoritative.

From pre page

December 28, 2009

The approval to avail Rs. 1000 Cr long term loan from UCO Bank at a rate of BPLR - 3.65% i.e. 8.6% p.a. with yearly reset has been approved by Director (Finance) / CMD at pre page.

The various terms and conditions of the sanction along with the modification is kept opposite for perusal. As per the modification the clauses relating to higher rate of interest, revision of interest pertaining to banks discretion, creation of security within three months time period and requirement of comprehensive insurance cover has been modified by the bank as per our requirement.

As per the sanction the drawdown schedule is as under:-

- i) First drawal of Rs. 500 Cr by 31st Dec' 2009.
- ii) Second drawal of Rs. 500 Cr by 15th March' 2010.

Since these dates are fixed and part of the original proposal, hence there is no much relevance of commitment charges and so the clauses of commitment charges has been retained.

During discussion it has been pointed out by AGM, UCO Bank that the bank may go for hypothecation of moveable assets including movable machinery, spares etc., it is proposed that Dulhasti Project is offered for the same. A part of Dulhasti Project amount to Rs. 1100 Cr has been charged in favour of PFC. Since, the total movable assets in Dulhasti is Rs. 2400 Cr (approx), we may agree to provide balance as a charge to UCO Bank against their loan of Rs. 1000 Cr with 1 : 1 coverage. This will save the mortgage of fixed assets and quite beneficial to us.

We may utilize the proceeds of Rs. 500 Cr to be drawn by 31st Dec' 2009 against the short term loan pertaining to Subansiri H.E. Project. The balance Rs. 500 Cr which will be drawn by March' ~~2009~~ ²⁰¹⁰ will be utilized against the requirement of TLDP - III and other projects.

The Board vide item no. 279.27 has approved to raise Rs. 6000 Cr to meet the balance debt requirement of various ongoing projects. Against the same Rs. 4061 Cr has already been tied up and balance Rs. 1939 Cr is left. Out of the same we have committed Rs. 20 Cr from Indian Bank to be drawn in April' 2010 and the current proposal of Rs. 1000 Cr will also be drawn against the balance left Rs. 1919 Cr. However, the inter say distribution of the drawal of loan need to be intimated to Board as it varies from the original proposal.

The terms and conditions as proposed and kept opposite, The proposal to create security against the movable assets of Dulhasti H.E. Project and other provisions need to be approved by E.D. (Fin) / Director (Fin) / CMD jointly and severally inline with the Board Resolution no. 279.27.

Submitted please.

Director (Finance) Office
Dy No. 4108
Date 28-12-2009

कार्यपालक निदेशक (सि.न.)
28 DEC 2009
हायरी सं० 3094

In view of above and approval obtained at NO-15 date, above may be approved

E.D. (Finance)

[Signature]
28/12

[Signature]
(Jayant Kumar)
Chief (Finance) - Treasury

DABAS
Chaitan
28/12 EA (Res)

DIF proposed
28/12



UCO BANK
Mid Corporate Branch
5, Sansad Marg, NEW DELHI
Tel: 23752931-32, Fax: 23752930
Email: ucobankoverseas@vsnl.net

Ref. No. MidCorp/PST/09-10/1021

Date: 22.12.2009

The Executive Director (Finance)
NHPC Limited
NHPC Complex
Sector 33, Faridabad.

Dear Sir,

Sub: Sanction of Term Loan for Rs.1000.00Crores.

This is with reference to your request letter No. NH/FA/DFS/2009/648 dated 10.11.2009 for sanction of Term Loan, we are please to inform you that our competent authority has sanctioned the Term Loan for Rs.1000.00Crores subject to the terms and conditions contained in Annexure-1.

Please return us a copy of this sanction duly accepted by you.

Thanking you and assuring our best services.

Yours faithfully,

Asstt. General Manager

JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad

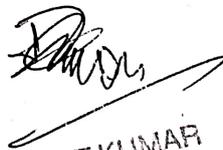
TERMS & CONDITIONS OF SANCTION:

Borrower's Name: M/s NHPC Limited.
 Controlling Branch: Mid Corporate Branch, Parliament Street, New Delhi.

Nature of facility	Term Loan for general Capex for existing & proposed hydro electric projects under multiple banking arrangement.
Facility amount / Limit	Rs.1,000 crore (Out of debt requirement of Rs. 4000 crore).
Purpose	For general Capex.
Promoter's Contribution / Margin	Minimum 25%.
Moratorium	3 years from date of 1 st disbursement.
Total tenor including moratorium period	15 years (Door-to-door).
Repayment schedule	24 half yearly installment commencing from 3 years after 1 st disbursement.
Rate of interest	BPLR-3.65% i.e 8.60 % p.a. with monthly rest (Fixed). ❖ Interest will be reset annually with spread between benchmark (our BPLR) and agreed rate as on date of 1 st disbursement will remain same. ❖ In case, any other bank participating in debt raising programme of Rs. 4,000 crore under which the proposed term loan of Rs. 1,000 crore is recommended for sanction, charges higher interest than our bank, the same will be paid to our bank also. ❖ Rate of interest shall be subject to revision at bank's own discretion or policies as circulated if any / RBI directives issued / to be issued from time to time.
Primary security	The term debt facilities, together with interest, liquidated damages, costs, charges, expenses and other monies whatsoever payable to our bank and Trustees shall be secured by 1 st Pari-passu mortgage & hypo. Charge over the land building, plant & machinery and other immovable & movable fixed assets of the existing & expansion project of the company (both existing & future). Minimum Assets Coverage ratio of 1:1. The aforesaid security shall be created within 3 months from the date of 1st disbursement, failing which penal interest of 1% p.a. over the sanctioned rate will be levied from date after 3 months from 1 st disbursement till creation of securities as per sanction terms.
Penal Interest	Failure in timely repayment of loan installments & or servicing of interest, penal interest at the rate of 2% per annum over and above the applicable ROI and / or at such rate to be decided by the bank from time to time. Penal interest should also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.


 JAYANT KULKARNI
 Chief (Finance)
 NHPC LIMITED
 (A Govt. of India Enterprise)

Insurance	The assets created out of the Bank's funds and other movable / immovable fixed assets and stocks charged to banks as security will be comprehensively insured for the full value against risk of loss due to fire or any other risk pertaining to assets. The policy will be taken in the joint names of the banks and the borrower with standard bank clause at the cost of the company. The Bank, if deemed necessary reserves the right to insure the mortgaged property offered as collateral security to secure the loan and in such cases, the amount of premium will be recoverable from the company.
Inspection	As and when required as per bank's guidelines.
Processing Charge /upfront fees/Other charges	Nil
Pre-payment charges	As per extant guidelines of the bank.
Commitment Charges	The Borrower shall pay to the lenders a <u>commitment charge</u> of <u>0.50% p.a.</u> on the amount undrawn with respect to the drawdown schedule agreed to by the lenders. The fees shall be calculated on the basis of amount undrawn and the number of days deviated from the scheduled date. However the borrower would have the option to modify / revise the drawdown schedule 90 days prior to the relevant draw down schedule without any commitment charges.



JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(AGovt. of India Enterprise)
Sector-33, Faridabad



disbursement conditions:

- a. Un-conditional acceptance of all the stipulated terms & conditions by the borrower. Borrower shall give acceptance of terms and conditions as per letter of sanction, which will form part of documentation and be placed on bank records.
- b. Execution of necessary documents as per extant guidelines of the bank.
- c. Credit opinion from 3 major existing banks is to be obtained before disbursement. However, the entire process of exchange information under multiple banking arrangement as prescribed by RBI to be completed with 6 months from the 1st disbursement.
- d. Legal audit to be conducted prior to disbursement of the loan. The irregularities, if any will be rectified prior to disbursement of the loan.
- e. ROC search would be conducted for verifying that there are no prior charges (s) on the company's assets in favor of other Bank(s) and /or FIs except existing bankers of the company, which the company will submit prior to disbursement of the loan.
- f. The company should give its consent for disclosure of credit information to CIBIL/RBI in terms of direction issued by RBI (H.O. Circular No. CHO/ADV/30/03-04 dated 07.01.2004).
- g. Branch to obtain necessary undertaking from the borrower as per provisions of circular no. CHO/RM/61/2007-08 dated 01.01.08 (In regard to new capital adequacy framework-un drawn & partially un drawn facilities).
- h. Company will give an undertaking that the loan will be utilised for the purpose for which it is sanctioned and not for any speculative purposes like Capital market exposure, Real Estate development etc.
- i. Branch to seek permission from HO, Credit monitoring for release of the facility after compliance of pre disbursement terms as per CMR-6A.

DOCUMENTS /OTHER FORMALITIES:

1.	Documentation: As per extant guidelines of the bank/manual of instructions. The borrower shall execute all necessary legally enforceable loan documents.
2.	All the charges are to be registered with R.O.C within 30 days of the creation of the charge.
3.	Memorandum of entry in regard to creation of joint mortgage on pari passu basis/ exclusive mortgage to our bank on immovable property/assets should be on record of the branch.
4.	End use of the funds will be verified by way of Physical verification by Bank's Officials and by obtaining CA certificate.
5.	The account will be monitored in terms of various guidelines issued by the Bank from time to time.
6.	Company will comply with the standard covenants as contained in part II of the terms and conditions. Any addition/ deletion/ modification in such Standard Covenants will be approved by Chairman and Managing Director (ED, in his absence).



JAYANT KUMAR
 Chief (Finance)
 NHPC LIMITED
 (A Govt. of India Enterprise)
 Sector-33, Faridabad

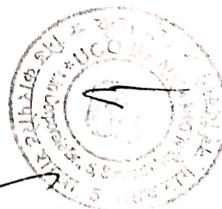
Part-II**STANDARD COVENANTS FORMING PART OF TERMS AND CONDITIONS:****Borrower : M/s NHPC Limited**

1. Without prejudice to the demand nature of the advance(s), the/these credit facility (ies) will remain in force for a period of one year and is/are subject to annual review.
2. All the sanctioned credit limits are to be utilized within a period of 3 months from the date of sanction (i.e 19.12.2009) failing which these facilities will lapse and any revalidation of the same will be considered at the sole discretion of the Bank.
3. The company should arrange for necessary NOC from existing/proposed lenders for ceding charge on assets in our bank's favour as per security terms.
4. The Company should also pass resolution under the Company Act 1956. A confirmation as per the act would be obtained to the effect that the powers of the directors in respect of borrowing has not been restricted / withdrawn in the General Body Meeting. Similarly wherever required necessary resolution for creation of charge over fixed assets under companies act should be furnished (Certified True copies of the Resolution will be submitted to the Branch.)
5. The release of credit facilities is also subject to vetting of security documents by the Bank's approved advocate and bank's internal procedure of Credit release.
6. The company to display bank's hypothecation plate/board at its Unit/business premises indicating that stocks/assets are hypothecated to the Bank.
7. All the assets charged/to be charged to the Bank to be kept fully insured at all insurance cover note/policy in the name of the Bank a/c borrower firm/company with Bank's hypothecation clause to be lodged with the Bank. Wherever possible, bank should insist for insurance of high value assets financed by us with our channel partners.
8. Inspection charges as per extant guidelines are payable.
9. In case of default, Bank reserves its right to appoint its nominee on Company's Board of Directors – part time/full time to oversee the functioning of the company/to look after bank's interests.
10. Bank assumes no obligation whatsoever to meet company's further (fund based or non fund based) requirements on account of growth in business or otherwise without proper revision and sanction of credit limits decided at the sole discretion of the bank. Further, if sanction terms are not complied with by the company or if company's account is classified as NPA, then bank may not allow further withdrawals in the account.
11. Any failure to exercise or delay in exercising any of our rights hereunder or under any other documents will not act as a waiver of that or any other right nor shall any single or partial exercise preclude any future exercise of that right.
12. The credit facility should be utilized for the specific purpose for which the same has been sanctioned and if bank has reason to believe that the company has 'diverted' or 'siphoned off' or used for any other purposes and or violated or apprehends that the company are about to violate the said condition, the bank will have the option to exercise its right to recall the entire loan or any part thereof at once apart from it's right to stop/withheld/cancelled further advances.
13. The Bank shall have the right to sell, transfer, assign or securities the loan / advances sanctioned and disbursed to the company.



JAYANT KUMAR
Chief (Finance)
NHPC LIMITED
(A Govt. of India Enterprise)
Sector-33, Faridabad

3682



BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI

AMENDED PETITION NO.156/GT/2014

IN THE MATTER OF

Petition under 79(1) & 86 of the CERC (Conduct of Business), Regulations, 1999, Section 62(1)(a) of the Electricity Act, 2003 and Regulation 5(2) & 9(1) of CERC (Terms and Conditions of Tariff) Regulations, 2009 for approval of generation tariff from 11.10.2013 to 31.03.2014 in respect of **URI-II Power Station**.

AND IN THE MATTER OF

NHPC LIMITED,
(A GOVT. OF INDIA ENTERPRISE)
NHPC OFFICE COMPLEX,
SECTOR - 33, FARIDABAD - 121 003.

..... PETITIONER

RESPONDENTS :

- 1 THE CHAIRMAN,
PUNJAB STATE POWER STATE CORPORATION LIMITED, & 12 OTHERS
THE MALL, NEAR KALI BADI MANDIR
PATIALA - 147 001 (PUNJAB).

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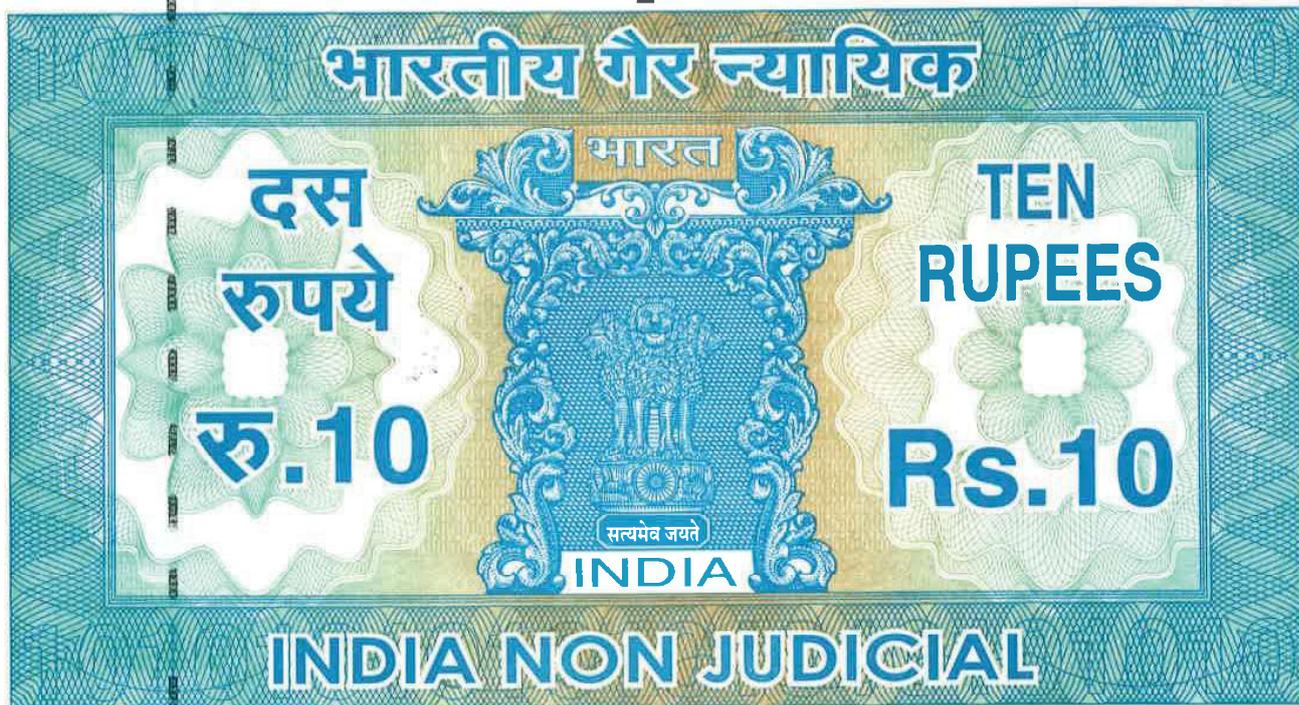
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NHPC LTD.
Through



(A. K. Pandey)
Chief Engineer (Comm.)

Place : Faridabad
Date : 13.08.2014



हरियाणा HARYANA

34AA 267681

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION NEW DELHI

AMENDED PETITION NO.156/GT/2013

IN THE MATTER OF

Petition under 79(1) & 86 of the CERC (Conduct of Business), Regulations, 1999, Section 62(1)(a) of the Electricity Act, 2003 and Regulation 6(2) & 9(1) of CERC (Terms and Conditions of Tariff) Regulations, 2009 for approval of generation tariff from 11.10.2013 to 31.03.2014 in respect of **URI-II Power Station.**

AND IN THE MATTER OF

NHPC LIMITED,
(A GOVT. OF INDIA ENTERPRISE)
NHPC OFFICE COMPLEX,
SECTOR - 33, FARIDABAD - 121 003.

PETITIONER

RESPONDENTS :

THE CHAIRMAN,
PUNJAB STATE POWER STATE CORPORATION LIMITED,
THE MALL, NEAR KALI BADI MANDIR
PATIALA - 147 001 (PUNJAB).

& **12** OTHERS

AFFIDAVIT IN SUPPORT OF AMENDED PETITION NO.156/GT/2013
(URI-II POWER STATION)

I, A. K. Pandey S/o late Sh. P.N. Pandey aged 55 years working as Chief Engineer (Commercial) in NHPC Limited, the applicant in the above matter do solemnly affirm and state as follows:

1. I am working as Chief Engineer (Commercial) in NHPC Limited, and am well acquainted with the facts of the above case.
2. The statements made in the petition herein are true to my knowledge and belief and are based on documents / records available and / or management's approval.

Solemnly affirmed at Faridabad on the day of 13th August, 2014 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.


DEPONENT

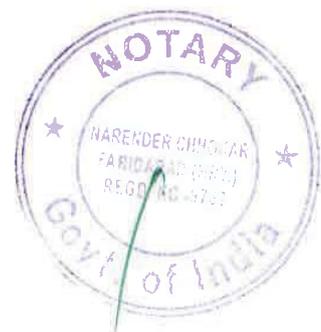
IDENTIFIED BEFORE ME

*How the deponent/executor and
I have signed/thumb marked/LTI/*
RTI in my presence

ATTESTED AS IDENTIFIED

**NOTARY
FARIDABAD**

13 AUG 2014



BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI

AMENDED PETITION NO.156/GT/2014

IN THE MATTER OF

Petition under 79(1) & 86 of the CERC (Conduct of Business), Regulations, 1999, Section 62(1)(a) of the Electricity Act, 2003 and Regulation 6(2) & 9(1) of CERC (Terms and Conditions of Tariff) Regulations, 2009 for approval of generation tariff from 11.10.2013 to 31.03.2014 in respect of **URI-II Power Station**.

AND IN THE MATTER OF

NHPC LIMITED,
(A GOVT. OF INDIA ENTERPRISE)
NHPC OFFICE COMPLEX,
SECTOR – 33, FARIDABAD – 121 003.

PETITIONER

RESPONDENTS :

1.	THE PRINCIPAL SECRETARY, GOVT. OF J&K, POWER DEVELOPMENT DEPARTMENT, NEW SECRETARIAT, JAMMU, (J&K)-180001.	2.	THE CHAIRPERSON, HARYANA POWER PURCHASE CENTRE, SHAKTI BHAVAN, SECTOR-6, PANCHKULA - 134 109 (HARYANA).
3.	THE CHAIRMAN, PUNJAB STATE POWER CORPORATION LIMITED, THE MALL, SECRETARIAT COMPLEX, PATIALA - 147 001 (PUNJAB).	4.	THE CHAIRMAN, UTTAR PRADESH POWER CORPORATION LTD., SHAKTI BHAWAN, 14, ASHOK MARG, LUUCKNOW - 226001 (UTTAR PRADESH).
5.	THE CHIEF EXECUTIVE DIRECTOR, BSES RAJDHANI POWER LTD, BSES BHAWAN, NEHRU PLACE, NEW DELHI -110019.	6.	THE CHIEF EXECUTIVE OFFICER, BSES YAMUNA POWER LTD, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110092.
7.	THE CHIEF OPERATING OFFICER, TATA POWER DELHI DISTRIBUTION LTD. (JV OF TATA POWER AND DELH I GOVT.) EARST WHILE NORTH DELHI POWER LTD., 33 KV SUB-STATION BUILDING, HUDSON LANE, KINGSWAY CAMP, NEW DELHI -110009.	8.	THE CHAIRMAN, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.(RRVPNL), VIDYUT BHAVAN, JANPATH, JYOTI NAGAR, JAIPUR-302005 (RAJASTHAN).
9.	THE MANAGING DIRECTOR, JAIPUR VIDYUT VITARAN NIGAM LTD., VIDYUT BHAWAN, JANPATH, JAIPUR – 302005	10.	THE MANAGING DIRECTOR, JODHPUR VIDYUT VITARAN NIGAM LTD., NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR – 342003 (RAJASTHAN)
11.	THE MANAGING DIRECTOR, AJMER VIDYUT VITARAN NIGAM LTD., OLD POWER HOUSE, HATTHI BHATTA, JAIPUR ROAD AJMER-305 001 (RAJASTHAN)	12.	CHAIRMAN-CUM-MANAGING DIRECTOR, UTTARAKHAND POWER CORPORATION LTD., URJA BHAWAN, KANWALI ROAD, DEHRADUN-248001(UTTARAKHAND)
13.	CHIEF ENGINEER & SECRETARY, ENGINEERING DEPTT., 1 ST FLOOR, UT SECRETARIAT, SECTOR 9-D, CHANDIGARH-160009.		

Ag

It is respectfully submitted by the Applicant that:

1. URI-II HE Project (240 = 4 X 60 MW) was sanctioned by Govt. of India in favour of NHPC on 01.09.2005 to be executed in the state of J&K at a cost of ₹1724.79 Crs. including IDC & FC of ₹66.61 Crs. at February, 2005 Price Level with a debt-equity ratio of 70:30. The project has been designed as a purely run of the river scheme.
2. Tariff petition No.156/GT/2013 of URI-II HE Project for the period from anticipated Commercial Operation Date (i.e. 01.12.2011) to 31.03.2014 has been filed by the petitioner on 23.11.2011 in accordance with Regulation-5 of CERC (Terms and Conditions of Tariff) Regulations, 2009 and as per CERC (Procedure for making of application for determination of tariff, publication of the application and other related matters) Regulations, 2004 and its subsequent amendments.
3. The project could not be declared under commercial operational on 01.12.2011 due to the reasons elaborated in petition No.156/GT/2013 with IA No.1/2013 and subsequent additional information submitted in compliance of directions of CERC.
4. As the project got delayed beyond 6 months from the date of filing of original tariff petition, the petitioner filed an affidavit on 23.05.2012 to the Hon'ble Commission requesting for permission of filing the revised tariff filing forms 1 to 16 (**Reference** : petition No.156/GT/2013 originally numbered as docket no. 46/GT/2011).
5. Thereafter, petitioner had filed an interlocutory application No.1/2013 revising the tariff calculations of petition No.156/GT/2013 (then docket no.46//GT/2011) based on anticipated capital cost of ₹2094.61 crs. and revised anticipated COD as 01.02.2013.
6. Two units of the project were commissioned on 11.10.2013 and one unit was commissioned on 01.12.2013. With the commissioning of fourth and last unit of

Aug

the project on 01.03.2014, the project has been declared under commercial operation w.e.f. 01.03.2014.

7. Hon'ble Commission vide order dated 14.02.2014 in petition No.156/GT/2013 has allowed provisional tariff for the period 11.10.2013 to 31.03.2014 on the basis of 85% of the capital cost of the project as on 30.06.2013. CERC while allowing provisional tariff has considered capital cost of ₹1688.29 crs. which is less than the original approved cost i.e. ₹1724.79 crs.

8. While allowing provisional tariff in petition No.156/GT/2013, Hon'ble Commission has directed following at para 16 of the order dated 14.02.2014:

*"As stated, RCE on completion of the project is yet to be submitted by the petitioner to the Govt. of India for approval. The project involves time overrun of about 46 months (as on COD of two units) and cost overrun of ₹49835 lakh and the 'Appraisal Report on completion cost of the project' duly vetted by the designated agency is yet to be submitted to the Commission. **The petitioner has submitted detailed justification / reasons for time & cost overrun of the project and same will be considered at the time of determination of final tariff of the project, along with approved RCE by the Central Government and appraisal report on the capital cost of the generating station as vetted by the designated independent agency along with its recommendations, to be submitted by the petitioner.**"*

9. Petition No.156/GT/2013 is pending with CERC for disposal and its revision is necessitated as project has been declared under commercial operation and tariff period 2009-14 is over on 31.03.2014. Accounts for 2013-14 has been finalised by statutory auditors. Petition No.156/GT/2013 with IA No.1/2013 was filed based on anticipated / projected expenditure & anticipated COD.

10. In terms of Guidelines for vetting of capital cost of hydro electric projects by Designated Independent Agencies or Institutions or Experts issued by CERC vide No.L-1/50/2010-CERC dated 2nd August 2010, M/s M/s Aquagreen Engineering Management Pvt. Ltd., New Delhi (M/s AEMPL) was appointed as independent agency for vetting of capital cost in respect of URI-II HE Project. M/s AEMPL is yet in process of submitting its appraisal report.

11. MOP vide its letter dtd. 09.10.2012 returned RCE of URI-II directing that "*cost estimate may be updated with the completion cost so that RCE is approved only once and avoid repeated examination*". As per above direction of MOP, revised cost estimate (RCE) of URI-II based on the completion cost works out to **₹2290.02 crs.** & same has been submitted to MOP for approval (**Annex-IV**).
12. Income from sale of infirm power is ₹4.20 Crs. upto 28.02.2014. In case of the projects situated in J&K, the petitioner has to pay Licence fees and water usage charges for power generation to the State Water Resources Development Authority, Jammu in accordance with the provisions of Jammu & Kashmir Water Resources (Regulations and Management) Act, 2010. In URI-II, petitioner has paid ₹3.07 Crs. as water usage charges for generation of infirm power. Thus, net income from infirm power works out to ₹1.13 Crs. only (₹4.20 Crs. – ₹3.07 Crs.) which has been adjusted in the capital cost as on COD.
13. The present tariff petition is being filed for determination of tariff w.e.f. 11.10.2013 to 31.03.2014 based on the capital expenditure incurred upto the COD of the respective units of URI-II and certified by the auditors. Tariff filing forms i.e. **Annex-I** of the original petition No.156/GT/2013 (Docket No.46/GT/2011) has been revised based on the actual COD of the project, actual add cap from COD to 31.03.2014 and in compliance to the directions issued by Hon'ble Commission in order dated 14.02.2014. The petition is being filed in accordance with Regulation-5 of CERC (Terms and Conditions of Tariff) Regulations, 2009 as per COD of respective units.
14. The capital cost of the project as on COD i.e.01.03.2014 is **₹2175.69 Crs.** excluding undischarged liabilities of **₹91.66 Crs.** (refer **Form-5B**). Balance works / liabilities amounting to **₹281.88 crs.** will be claimed as & when actually incurred / discharged.
15. The Ministry of Power (MOP), Govt. of India (GOI) vide letter no.2/8/2009(NHPC) dated 11.12.2012 has allocated the power from URI-II HE



Project to Northern Region beneficiaries which stands submitted to the Commission with IA No.01/2013 of petition No.156/GT/2013.

16. The revised Annual Fixed Charges for URI-II Power Station for the period 11.10.2013 to 31.03.2014, based on the CERC (Terms and Conditions of Tariff) Regulations, 2009 and its amendment, works out to ₹170.65 crs. as per the details in **Form-1** of revised **Annex-I**.

Year	Period	Annual Fixed Cost (₹ Lakh)
2013-14	11.10.2013 to 30.11.2013 (2 units)	3800.84
	01.12.2013 to 28.02.2014 (3 units)	9464.22
	01.03.2014 to 31.03.2014 (4 units)	3799.98

17. The above tariff is exclusive of any statutory taxes, levies, duties, cess, charges or any other kind of imposition(s) whatsoever imposed / charged by any Government (Central / State) and / or any other local bodies / authorities / regulatory authorities in relation to generation of electricity including auxiliary consumption or any other types of consumption including water, transmission of power, environmental protection, sale or on supply of power / energy, and / or in respect of any of its installations associated with Generating Stations and / or on transmission system.
18. The amount of such taxes/duties/cess/levies/charges etc. payable by NHPC to the authorities concerned in any month on account of the said taxes/duties /cess/levies/charges etc. as referred to above shall be borne additionally and paid by the respondents to NHPC in the proportion to Annual Capacity Charges payable by them.
19. The calculated revised AFC of the project is exclusive of water usage charges imposed by Govt. of J&K as per the Water Resources (Regulation and Management) Act, 2010. Also, this revised AFC is exclusive of charges payable to POSOCO / PGCIL as per CERC (Fee and Charges of Regional Load Dispatch center and other related matters) Regulations, 2009 as amended from time to time.

20. As per, CERC (Terms and Conditions of Tariff) Regulations, 2009 (Third amendment vide notification dated 31.12.2012), the petitioner is entitled to recover the following charges from the beneficiaries / respondents:
- (a) Expenditure incurred for payment of water usage charges to the State Water Resources Development Authority, Jammu under Jammu & Kashmir Water Resources (Regulations and Management) Act, 2010 as additional energy charge in proportion of the supply of power from the generating stations.
 - (b) Fees and charges paid under Central Electricity Regulatory Commission (Fees and Charges of Regional Load Despatch Centre and other related matters) Regulations, 2009, as amended from time to time.
 - (c) Licence fees paid in terms of the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2008 and Central Electricity Regulatory Commission (Payment of Fees) Regulations 2012 or any subsequent amendment or re-enactment thereof.
 - (d) Licence fees paid to the State Water Resources Development Authority, Jammu in accordance with the provisions of Jammu & Kashmir Water Resources (Regulations and Management) Act, 2010.
21. As per the allocation of power in respect of URI-II HE project issued by MOP, 1% additional free power to the state of J&K for local area development fund has been provided. Further, as per the allocation letter 100 units of electricity per month is to be provided by the petitioner to each project affected family for a period of 10 years from the date of commissioning of the project. Hon'ble Commission is requested to allow the petitioner to recover the same from the beneficiaries / respondents through tariff.
22. Ministry of Power, Government of India vide its letter dated 25.03.2013 has withdrawn the scheme 'Provision for supply of Electricity in 5 km area around Central Power Plants'. Accordingly, we withdraw our prayer at para 20 in original petition no.156/GT/2013 (Originally numbered as Docket no. 43/GT/2011) for allowing the expenditure for electrification of villages within 5 km periphery of the project.



23. Allow AFC worked out in this petition (**Form-I** of revised **Annex-I**) in accordance with CERC (Terms & Conditions of Tariff) (First Amendment) Regulations, 2011. The provisional tariff allowed by CERC vide order dtd.14.02.2014 is much less than the tariff worked out by the petitioner for reason mentioned in para- above. Therefore, the present provisional tariff is resulting tariff gap & interest burden on beneficiaries.
24. Filing fee of ₹1,60,000/- for the period anticipated COD i.e. 01.12.2011 to 31.03.2012, ₹9,60,000/- for 2012-13 & ₹10,56,000/- for 2013-14 has been paid to the Hon'ble Commission for this project, the same may kindly be allowed to be recovered from the respondents.
25. The expenditure incurred in publishing of notices for tariff petition as per Central Electricity Regulatory Commission (Procedure for making of application for determination of tariff, publication of the application and other related matters) Regulations, 2004 may be allowed to be recovered from the respondents.
26. An amount of ₹4,73,277/- (Rupees Four Lakh Seventy Three Thousand Two Hundred Seventy Seven only) has been incurred in publication of notices for the original tariff petition No.156/GT/2013 (Docket no.46/GT/2011) during 2011, the same may kindly be allowed to be recovered from the respondents.
27. Following documents are annexed to this petition:
- i. Revised Audited Forms 1 to 16 as prescribed in CERC (Terms and Conditions of Tariff) Regulations, 2009 notified on 19.01.2009 and its amendments. (**Annex-I**)
 - ii. Copy of audited Balance Sheet for FY 2013-14 (**Annex-II**).
 - iii. Copy of loan agreements which were signed after filing of original tariff petition No.156/GT/2013 (**Annex-III**)
 - iv. Photocopy of RCE submitted to MOP. (**Annex-IV**)



Prayer

In view of the submissions made herein above, following are prayed to the Hon'ble Commission:

1. That allow revision of **Annex-I** of tariff petition No.156/GT/2013 with IA No.1/2013.
2. That the tariff (AFC) of URI-II Power Station for the period from 11.10.2013 to 31.03.2014 may kindly be determined as per the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2009 and subsequent amendments thereof.
3. That the revised Annual Fixed Charges for URI-II HE Project, for the period 11.10.2013 to 31.03.2014 amounting to **₹170.65 crs.** as per details in tariff filing **Form-I** of **Annex-I**, may kindly be passed and allowed to be billed for payment by the respondents in the manner already laid down by the Hon'ble Commission in Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2009 and its amendment from time to time.
4. That petitioner may be allowed to Bill the Respondents for levies, taxes, duties, cess, charges, fees etc. if any, as mentioned at para 16-20 above.
5. That the respondents may be directed to make the payment to the petitioner for the bills raised by the petitioner for supply of power / energy including other charges to them from COD (i.e. 01.02.2013) onwards in accordance with the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2009 and its amendment from time to time.
6. That appropriate directions for recovery of filing fee for 01.09.2011 to 31.03.2012, 2012-13 & 2013-14 and the expenditure incurred in publishing notices for tariff petition as per para-28 may kindly be issued. Also, the Hon'ble

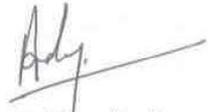


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Commission is requested to allow reimbursement of expenses for publishing notices for present tariff petition.

7. That pass such order and further order / orders as are deemed fit and proper in the facts and circumstances of the case.

**NHPC LTD
Through**



**(A. K. Pandey)
Chief Engineer (Comml.)**

**Place : Faridabad
Date : 13.08.2014**

Summary Sheet

Name of the Company : NHPC LIMITED
 Name of the Power Station : URI-II HE Project
 Region : Northern : State : J&K
 District : Baramulla

(₹ in lacs)

Sl. No.	Particulars		From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014
1	2		3	4	5
1	Depreciation	FORM-12	959.01	2,387.11	944.86
2	Interest on Loan	FORM-13A	1,300.43	3,184.19	1,253.46
3	Return on Equity ¹	As per Annex	1,104.09	2,748.45	1,088.08
4	Interest on Working Capital	FORM -13B	94.19	236.19	96.45
5	O&M Expenses	FORM-15A	343.13	908.28	417.14
	Total		3,800.84	9,464.22	3,799.98

Anticipated figures are as per Management's Assessment.

¹ Details of calculations, considering equity as per regulation, to be furnished. - Refer Annexure to FORM-

For Gupta, Gupta & Associates
 Chartered Accountants
 FRN - 001728N

(CA Ekta Jain)
 Partner
 M.No.512940



For NHPC Ltd.

(A.K. Pandey)
 CE (Commercial)
 Commercial Division

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Annexure to FORM-1

Name of the Company : NHPC LIMITED
Name of the Power Station : URI-II HE PROJECT

(₹ Lacs)

PARTICULARS

	From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014
1 (i) Capital Expenditure as on COD	112,958.12	169,482.99	226,734.44
Less : Un-discharged liability amount as on COD	5,694.32	8,120.96	9,165.97
(ii) Addition	56,524.87	57,251.45	145.83
Less : Addition (+) / deletion (-) in liability	2,426.64	1,045.01	(241.85)
CAPITAL COST	161,362.03	217,568.47	217,956.15

Equity (Normative)

Normative equity opening as on COD i.e. 01.02.2013
(₹107263.80 lacs X 30%)

Particulars	From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014
Opening equity	32,179.14	48,408.61	65,270.54
Addition during the year (30% of Net Add. Cap)	16,229.47	16,861.93	116.30
Closing equity	48,408.61	65,270.54	65,386.84
Average equity	40,293.87	56,839.57	65,328.69
Rate of return on equity {15.5%/(1-20.961%)}	19.610%	19.610%	19.610%
Return on equity @19.611%	1,104.09	2,748.45	1,088.08

Note:-

Pre-Tax ROE has been calculated based on prevailing MAT Rate of 2013-14

For Gupta, Gupta & Associates
Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division

Details of COD, Type of hydro station, Normative Annual Plant Availability Factor (NAPAF) & Other normative parameters considered for tariff calculation

NAME OF COMPANY : NHPC Limited

NAME OF POWER STATION : URI-II H.E PROJECT.

Sl. No.	Description		Year Ending March	
			As existing	2013-14
1	Installed Capacity	MW		240
2	Free power to home state	%		13
3	Date of commercial operation			
		Unit-1		11.10.2013
		Unit-2		01.12.2013
		Unit-3		11.10.2013
		Unit-4		01.03.2014
4	Type of Station			
	a) Surface / underground			Underground
	b) Purely ROR / Pondage/ Storage			purely ROR
	c) Peaking / non-peaking			Non-Peaking
	d) No. of hours of peaking			
	e) Overload capacity (MW) & period			66 MW / machine & continuous / machine
5	Type of excitation			
	a) Rotaing exciters on generator			
	b) Static excitation			Static
6	Design Energy (Annual) ¹	Gwh		1123.77
7	Auxiliary Consumption including Transformation losses	%		1.2
8	Normative Annual Plant Availability Factor (NAPAF)	%		
9.1	Maintainance Spares for WC	% of O&M		15
9.2	Receivables for WC	in Months		2
9.3	Base Rate of Return on Equity	%		15.5
9.4	Tax Rate (Applicable MAT rate FY 2013-14) ²	%		20.9605
9.5	Prime lending Rate of SBI as on 01.04.2013. ³	%		13.50 *

NOT APPLICABLE

¹ Monthwise 10-day Design energy figures to be given separately with the petition.

² Tax rate applicable to the company for the year FY 2008-09 should also be furnished. - MAT rate for 2008-09 = 11.33% (including surcharge & education cess).

³ Mention relevent date.

* Base Rate of SBI as on 01.04.2013 plus 350 basis point.

**For Gupta, Gupta & Associates
Chartered Accountants**

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division

SALIENT FEATURES OF HYDROELECTRIC PROJECT	
NAME OF COMPANY : NHPC LIMITED	
NAME OF POWER STATION : URI -II H.E PROJECT	
1. Location	
State / Distt.	Jammu & Kashmir/ Baramulia
River	Jhelum
2. Diversion Channel	
Size, shape	1 no., 8.8 M. Horse Shoe Shaped
Length (M)	340M
3. Dam	
Type	Concrete Gravity dam
Maximum dam height (M)	44 M
4. Spillway	
Main Spillway	
Type	Orifice Type with breast wall
Crest level of spillway (M)	E.L. 1217 M
Chute Spillway	
Type	
Crest level of spillway (M)	
5. Reservoir	
Full Reservoir Level (FRL) (M)	E.L. 1241 M
Minimum Draw Down Level (MDDL)	E.L. 1241 M
Live storage (MCM)	NIL
6. Desilting Arrangement	
Type	Basin
Number and Size	1 No., Trapezoidal, 200 M Long
Particle size to be removed (mm)	90% of 0.3 mm and above
7. Head Race Tunnel	
Size and type	8.4 M dia, Horse Shoe Shaped, concrete lined
Length (M)	4235 M
Design discharge (Cumecs)	225 Cumecs
8. Surge Shaft	
Type	1 No., Open to surface with Restricted Orifice
Diameter (M)	25M
Height (M)	7506M
9. Penstock/Pressure shafts	
Main	
No. & Type	2 Nos., underground circular steel lined pressure
Diameter & length(M)	Pressure shaft -5.0 m dia, 272 M length(Total)
Length upto manifold	
Individual Penstocks	
No. & Type	
Diameter	
Length upto manifold	
10. Power House	
Installed capacity (No of units x MW)	240 MW (4X60MW)
Type of turbine	VERTICAL FRANCIS
Rated Head (M)	118 M
Rated Discharge (Cumecs)	225 CUMECS
Head at Full Reservoir Level (M)	118M
Head at Minimum Draw down Level (M)	118M
MW Capability at FRL	240
MW Capability at MDDL	240
11. Tail Race Tunnel	
Diameter (M), shape	8.4 M dia, Horse Shoe Shaped, Concrete lined
Length (M)	3617 M
Minimum tail water level	EL 1108.56 M
12. Switchyard	
Type of Switch gear	GIS
No. of generator bays	4
No. of Bus coupler bays	1
No. of line bays	2

Note : Specify limitation on generation during specific time period on account of restriction(s) on

For Gupta, Gupta & Associates
Chartered Accountants


Partner

For NHPC Ltd.


(A.K. Pandey)
CE (Commercial)
Commercial Division

Details of Foreign Loans

(Details only in respect of loans applicable to the project under petition)

Name of the company: **NHPC Limited**
 Name of the power station: **URI-II HE PROJECT**
 Exchange rate as on COD: **NOT APPLICABLE**
 Exchange rate as on 31.03.2009: **NOT APPLICABLE**

Figures in lakhs

Financing Year Starting from COD	Year 1				Year 2				Year 3 and so on			
	Date	Amount in Foreign Currency	Exchange Rate (Rs)	Amount (Rs.)	Date	Amount in Foreign Currency	Exchange Rate(Rs)	Amount (Rs.)	Date	Amount in Foreign Currency	Exchange Rate (Rs)	Amount (Rs.)
Currency1 CAD												
At the beginning of the year												
A 1 At the date of Drawal ²												
ERV												
2 Schedule repayment date of Principal												
3 Schedule payment date of Interest												
4 At the end of Financial year												
B In case of Hedging ³												
1 At the date of hedging												
2 Period of hedging												
3 Cost of hedging												
Currency2 ¹ CAD												
A 1 At the date of Drawal ²												
ERV												
2 Schedule repayment date of Principal												
3 Schedule payment date of Interest												
4 At the end of Financial year												
B In case of Hedging ³												
1 At the date of hedging												
2 Period of hedging												
3 Cost of hedging												
Currency3 ¹ CAD												
A 1 At the date of Drawal ²												
ERV												
2 Schedule repayment date of Principal												
3 Schedule payment date of Interest												
4 At the end of Financial year												
B In case of Hedging ³												
1 At the date of hedging												
2 Period of hedging												
3 Cost of hedging												

NOT APPLICABLE

¹ Name of the Currency to be mentioned e.g US \$, DM, etc.

² In case of more than one drawl during the year ,Exchange Rate at the date of each drawl to be given.

³ Furnish details of hedging, in case of more than one hedging during the year or part hedging ,details of each hedging are to be given.

⁴ Tax (such as withholding tax) details as applicable including change in rates,date from which change effective etc,must be clearly indicated.

For Gupta, Gupta & Associates
Chartered Accountants



For NHPC Ltd.

Aly
(A.K. Pandey)
CE (Commercial)
Commercial Division

Details of Foreign Equity

(Details only in respect of Equity infusion if any applicable to the project under petition)

Name of the company NHPC Limited
 Name of the power station URI-II HE PROJECT
 Exchange rate as on COD NOT APPLICABLE
 Exchange rate as on 31.03.200 NOT APPLICABLE

Figures in lakhs

Financing Year Starting from COD	Date	Year 1			Year 2			Year 3 and so on		
		Amount (Foreign Currency)	Exchange Rate (Rs)	Amount (Rs.)	Amount (Foreign Currency)	Exchange Rate(Rs)	Amount (Rs.)	Amount (Foreign Currency)	Exchange Rate (Rs)	Amount (Rs.)
Currency1										
	At the beginning of the year									
A 1	At the date of infusion ²									
	ERV									
	2									
	3									
	4									
Currency2¹										
A 1	At the date of infusion ²									
	2									
	3									
	4									
Currency3¹										
A 1	At the date of infusion ²									
	2									
	3									
	4									
Currency4¹ & so on										
A 1	At the date of infusion ²									
	2									
	3									

NOT APPLICABLE

¹ Name of the Currency to be mentioned e.g US \$,DM,etc.

² In case of equity infusion more than once during the year, Exchange Rate at the date of each infusion to be given.

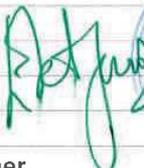
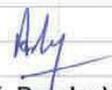
For Gupta, Gupta & Associates
 Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
 CE (Commercial)
 Commercial Division

Abstract of Admitted Capital Cost for the existing Projects					
Name of the Company :	NHPC LIMITED				
Name of the Power Station :	URI-II H.E. Project				
Capital cost as admitted by CERC					
	2009-10	2010-11	2011-12	2012-13	2013-14 (As on COD i.e. 01.03.2014)
Capital cost admitted as on COD (Rs. Lakh)					2267.34
(Give reference of the relevant CERC Order with Petition No. & Date)					Claimed in this petition
Foreign Component, if any (In Million US \$ or the relevant Currency)	NOT APPLICABLE				
Eqv. INR (Rs. In Lakhs.)					
Domestic Component (Rs. Lakhs.)					
Foreign Exchange rate considered for the admitted cost					
Hedging cost, if any, considered for the admitted Capital cost					
Total Capital cost admitted (Rs. Lakh)					2267.34
Note : Capital Cost is yet to be admitted by CERC as on date of COD i. e. 01/03/2014					
For Gupta, Gupta & Associates					For NHPC Ltd.
Chartered Accountants					
					
					(A.K. Pandey)
Partner					CE (Commercial)
					Commercial Division

Abstract of Capital Cost Estimates and Schedule of Commissioning for the new Projects

NAME OF COMPANY:

NHPC Limited

NAME OF POWER STATION:

URI-II POWER STATION

New Projects Capital Cost

2267.34 Crs

(Rs. in crore)

Board of Director / Agency approving the capital cost estimates:	CCEA	
Date of approval of the Capital cost estimates:	Sep-05	
	Present Day Cost	Completed Cost
Price level of approved estimates	28 th Feb-2014	As on Scheduled COD of the Station
Foreign exchange rate considered for the capital cost estimates		
Capital Cost excluding IDC & FC		
Foreign Component, if any (in Million US\$ or the relevant Currency)		
Domestic Component (Rs. Cr.)	1740.95	1740.95
Capital cost excluding IDC, FC, FERV & Hedging Cost (Rs. Cr.)	1740.95	1740.95
IDC, FC, FERV & Hedging Cost		
Foreign Component, if any (in Million US\$ or the relevant Currency)		
Domestic Component (Rs. Cr.)	526.39	526.39
Total IDC, FC, FERV & Hedging Cost (Rs. Cr.)	526.39	526.39
Rate of taxes & duties considered		
Capital cost including IDC, FC, FERV & Hedging Cost		
Foreign Component, if any (in Million US\$ or the relevant Currency)		
Domestic Component (Rs. Cr.)	2267.34	2267.34
Capital cost including IDC & FC (Rs. Cr.)	2267.34	2267.34
Schedule of Commissioning		
COD of Unit-1 & Unit-III	11.10.2013	1129.58
COD of Unit-II	01.12.2013	565.25
COD of Unit-IV	01.03.2014	572.51

Note:

1. Details of Capital cost are being furnished as per FORM-5B or 5C as applicable.
2. Details of IDC & Financing Charges are attached as per FORM-14.

For Gupta, Gupta & Associates
Chartered Accountants


(CA. EKTA JAIN)
Partner



For NHPC Ltd.


(A.K. Pandey)
CE (Commercial)
Commercial Division

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NAME OF COMPANY : NHPC Limited
 NAME OF POWER STATION : URI-II HE PROJECT

ABSTRACT OF COST

S.No.	Description	Amount (Rs. in Crores) Feb. 2005 P.L.
A	<u>CIVIL WORKS</u>	
1	DIRECT CHARGES	
	I - WORKS	
	A - PRELIMINARY	8.25
	B - LAND	49.02
	C - WORKS	212.35
	J - POWER PLANT CIVIL WORKS	836.27
	K - BUILDINGS	24.62
	O - MISCELLANEOUS	44.52
	P - MAINTENANCE	11.13
	Q-SPL. TOOLS & PLANTS	4.77
	R - COMMUNICATION	38.74
	X - ENVIRONMENT & ECOLOGY	24.19
	Y - LOSSES ON STOCK	2.78
	TOTAL OF I - WORKS	1256.66
	II - ESTABLISHMENT	87.52
	III - TOOLS AND PLANTS	12.61
	IV - SUSPENSE	0.00
	V- RECEIPT & RECOVERIES	-5.60
	TOTAL DIRECT CHARGES	1351.19
2	INDIRECT CHARGES	
	I - CAPITALISED VALUE OF ABATEMENT OF LAND REVENUE	0.94
	II - AUDIT & ACCOUNTS CHARGES	12.61
	TOTAL INDIRECT CHARGES	13.55
	TOTAL CIVIL COST	1364.74
B	ELECTRICAL WORKS	293.44
C.	TOTAL NET COST WITHOUT IDC	1658.18
D.	IDC	60.80
E.	FINANCING CHARGES	5.81
F.	TOTAL NET COST WITH IDC	1724.79



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Break up of Capital cost for hydro power generating station

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Sl. No.	Head of works	Original cost as approved by Authority	Actual cost of all 4 units as on COD i.e. 01.03.2014	Liabilities as on COD	Variation (3-(4-5))	Reason for Variation	Admitted Cost
1	2	3	4	5	6	7	8
1.0	Infrastructure Works						
1.1	Preliminary including Development	8.25	5.96	0.00	2.29		
1.2	Land	48.36	60.55	27.33	15.14		
1.3	Buildings	24.62	10.67	0.45	14.40		
1.4	Township	0.00	0.00	0.00	0.00		
1.5	Maintenance	11.13	2.30	0.00	8.84		
1.6	(A) Tools & Plants	12.61	0.00	0.00	12.61		
	(B) Special Tool & Plant	4.77	0.37	0.00	4.40		
1.7	Communication	38.74	14.23	0.06	24.57		
1.8	Environment & Ecology	24.19	24.01	8.69	8.87		
1.9	Losses on stock	2.78	0.02	0.00	2.77		
1.10	Receipt & Recoveries	-5.60	-18.53	0.00	12.93		
	Miscellaneous	44.52	98.04	0.01	-53.51		
1.11	Total (Infrastructure works)	214.38	197.62	36.54	53.30		
2.0	Major Civil Works						
2.1	Dam, Intake & Desilting Chambers	343.07					
2.2	HRT, TRT, Surge Shaft & Pressure shafts	419.00	652.12	6.31	357.74		
2.3	Power Plant civil works	152.26					
2.4	Other civil works (to be specified)	89.22					
2.5	Total (Major Civil Works)	1003.56	652.12	6.31	357.74		
3.0	Hydro Mechanical equipments	45.07	67.02	6.47	-15.48		
4.0	Plant & Equipment	293.44	579.39	42.35	-243.60		
4.1	Initial spares of Plant & Equipment				0.00		
4.2	Total (Plant & Equipment)	293.44	579.39	42.35	-243.60		
5.0	Taxes and Duties		0.00	0.00	0.00		
5.1	Custom Duty		0.00	0.00	0.00		
5.2	Other taxes & Duties		0.00	0.00	0.00		
5.3	Total Taxes & Duties	0.00	0.00		0.00		
6.0	Construction & Pre-commissioning expenses		0.00		0.00		
6.1	Erection, testing & commissioning		0.00	0.00	0.00		
6.2	Construction Insurance	0.00	0.00	0.00	0.00		
6.3	Site supervision	0.00	0.00	0.00	0.00		
6.4	Total (Const. & Pre-commissioning)	0.00	0.00	0.00	0.00		
7.0	Overheads						
7.1	Establishment	87.52	221.59	0.00	-134.07		
7.2	Design & Engineering		0.00	0.00	0.00		
7.3	Audit & Accounts	12.61	19.47	0.00	-6.85		
7.4	Contingency		0.00	0.00	0.00		
7.5	Rehabilitation & Resettlement	1.60	3.75	0.00	-2.15	Reasons	
7.6	Total (Overheads)	101.74	244.81	0.00	-143.07		
8.0	Capital Cost without IDC, FC, FERV & Hedging Cost	1658.18	1740.95	91.66	8.89		
9.0	IDC, FC, FERV & Hedging Cost						
9.1	Interest During Construction (IDC)	60.80	524.98	0.00	-464.19		
9.2	Financing Charges (FC)	5.81	2.42	0.00	3.39		
9.3	Foreign Exchange Rate Variation (FERV)	0.00	-1.00	0.00	1.00		
9.4	Hedging Cost	0.00	0.00	0.00	0.00		
9.5	Total of IDC, FC, FERV & Hedging Cost	66.61	526.39	0.00	-459.79		
10.0	Capital cost including IDC, FC, FERV & Hedging Cost	1724.79	2267.34	91.66	-450.90		

Note: 1. In case of time & cost over run, a detailed note giving reasons of such time and cost over run should be submitted clearly bringing out the agency responsible and whether such time & cost over run was beyond the control of the generating company.

For Gupta, Gupta & Associates
Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division

NAME OF COMPANY: NHPC LIMITED
 NAME OF POWER STATION: URI-II POWER STATION, RAJARWAN

(Amount in ₹)

Sl. No.	Particulars	TOTAL COST OF 4 (FOUR) UNITS AS ON 11.10.2013	ADJUSTMENT AS 11/10/2013 IN R/O ENTRY MADE AS ON 31.03.2014	ADJUSTMENT AS 11/10/2013 IN R/O ENTRY MADE AS ON 31.03.2014 AFTER AUDIT	TOTAL COST OF 4 (FOUR) UNITS AS ON 11.10.2013 AFTER ADJUSTMENT	Liability as on 11.10.2013	APPORTIONMENT OF COST OF 2 (TWO) i.e. UNIT-I & III AS ON COD (31.10.2013)	Liability for 2 units as on 11.10.2013	COST OF UNIT-II AS ON COD (01.12.2013)	COST OF THREE UNITS AS ON 01/12/2013	Liability for 3 units as on 01/12/2013	COST OF UNIT IV AS ON COD (01.03.2014)	Capital cost as on 01.03.2014 for tariff purpose	Liabilities / Provisions as on 01.03.2014	Capital cost as on 31.03.2014 for tariff purpose	Liabilities / Provisions as on 31.03.2014
1	Land - Freehold	642626148	-39740385	0	602,885,763	273,273,600	301,442,882	136,636,800	150,721,441	452,184,323	204,955,200	150,721,440	602,885,763	273,273,600	602,885,763	273,273,600
2	Land - Leasehold	0	40090352	0	40,090,352	0	20,045,176	0	10,022,588	30,067,764	0	10,022,588	40,090,352	0	40,090,352	0
3	Land - Right of Use	55334362	-42356491	0	12,977,871	0	6,488,936	0	3,244,468	9,733,404	0	4,491,467	14,184,871	0	14,184,871	0
4	Roads and Bridges	106794853	-86981	0	106,707,872	5,585,296	53,353,938	2,702,549	26,676,969	80,030,907	3,534,889	31,298,322	106,707,872	4,530,633	106,954,629	19,130,244
5	Buildings	1090791445	34459074	2007981	1,125,451,317	12,062,126	598,796,032	6,031,964	301,022,700	897,829,732	7,709,807	307,073,078	1,209,515,188	11,303,789	1,209,515,188	0
6	Buildings containing GPM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	Railway sidings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Hydraulic Works (Dams, Water Conductor system, Hydro mechanical gates, tunnels)	1124179818	-22454233	5523861	11,224,849,473	174,310,518	5,952,250,418	87,155,261	3,002,292,900	8,954,543,318	120,160,803	3,074,907,190	12,029,450,508	169,287,951	12,029,450,508	183,955,755
9	Generating Plant and machinery	8415954068	125817208	159349396	7,085,545,413	527,039,289	4,330,894,019	336,393,972	2,141,401,641	6,472,295,680	475,683,758	2,128,881,417	8,601,177,077	458,131,951	8,601,177,077	434,583,959
10	Plant and machinery Sub station	511537	9039703	0	9,551,240	0	4,775,621	0	2,392,131	7,167,752	0	2,392,128	9,559,880	0	9,559,880	0
11	Plant and machinery Transmission lines	12955328	1966889	0	14,922,217	487,027	7,461,109	243,514	3,730,556	11,191,664	9,099	3,730,553	14,922,217	12,132	19,622,466	1,411,766
12	Plant and machinery Others	8691208	0	15089	8,706,297	56,607	4,353,149	28,304	2,176,574	6,529,723	42,455	2,193,974	8,713,697	56,607	17,813,697	56,607
13	Construction Equipment	1056765	0	0	1,358,765	0	528,384	0	264,191	792,575	0	428,693	1,221,268	0	1,221,268	0
14	Water Supply System/Drainage and Sewerage	17309204	0	0	17,309,204	300,870	8,654,602	150,435	4,146,941	12,801,543	0	4,146,940	16,948,483	0	16,948,483	0
15	Electrical installations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	Vehicles	2905980	0	0	2,505,980	0	1,252,992	0	626,496	1,879,488	0	626,492	2,505,980	0	2,505,980	0
17	Aircraft/ Boats	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	Furniture and fixture	5318974	0	0	5,318,974	0	2,659,488	0	1,329,743	3,989,231	0	1,329,743	5,318,974	0	5,318,974	0
19	Computers	1156458	0	0	1,156,458	0	578,229	0	289,914	878,143	0	338,113	1,216,256	0	1,359,167	0
20	Communication Equipment	1954391	0	0	1,954,391	0	977,196	0	488,598	1,465,794	0	524,897	1,990,691	0	1,990,689	0
21	Office Equipments	3464533	0	0	3,464,533	0	1,732,268	0	866,135	2,598,403	0	1,141,330	3,739,733	0	3,750,897	0
22	Research and Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	Computer Software	179052	0	0	179,052	0	89,526	0	44,763	134,286	0	44,763	179,052	0	179,052	0
24	Other assets	2818014	0	0	2,818,014	0	1,409,008	0	704,503	2,113,511	0	770,503	2,894,014	0	2,891,827	0
25	Capital Expenditure on assets Not Owned by Company	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	Tangible Assets of minor value >750 and < Rs 5000	103901	86401	0	19,030	0	9,515	0	4,758	14,273	0	102,497	118,779	0	113,538	0
27	Obsolete / surplus assets	115082	0	0	115,082	0	57,541	0	28,771	89,312	0	28,770	115,082	0	1,12,922	0
	Total (₹)	19611227028	1087437761	145086171	20,267,585,296	993,115,333	11,295,812,029	569,431,999	5,652,486,790	16,948,298,808	812,096,011	5,729,144,899	22,673,443,708	918,596,663	22,688,024,908	897,411,932
	Total (₹ Lakh)				202,675.85	9,931.15	112,958.12	5,694.32	56,524.87	169,482.99	8,120.96	57,251.45	226,734.44	9,165.97	226,880.27	8,924.12

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Appendix-II to Form-5B

NAME OF COMPANY: NHPC LIMITED

NAME OF POWER STATION: URI-II POWER STATION, RAJARWANI

(Amount in ₹)

	DETAIL OF OUTSTANDING LIABILITIES AS ON	3/1/2014	3/31/2014
S000572	HINDUSTAN CONSTRUCTION CO. LTD	62,615,255	58,239,199
S001850	ALSTOM	253,590,338	230,042,346
S002557	OM METALS SPML(JV)	60,865,184	59,456,864
S008899	COLLECTOR LAND ACQUISITION	273,273,600	273,273,600
350919	ALSTOM	139,346,396	139,346,396
350920	OM METALS SPML(JV)	3,847,919	3,847,919
351201	PROVISION FOR ENVIRONMENT & ECOLOGY	110,646,722	110,646,722
450207	ADVANCE-GOVERNMENT DEPARTMENT	(23,762,779)	(23,762,779)
311407	WATER CESS	30,729,476	30,729,476
	OTHERS	5,444,533	10,592,171
	Total	916,596,644	892,411,914

Refer Appendix-III to Form-5B



M

NAME OF COMPANY: **NHPC LIMITED**NAME OF POWER STATION: **URI-II POWER STATION, RAJARWANI**

LIABILITIES OTHERS

(Amount in ₹)

Name	HOA	01.03.2014	31.03.2014
		AMOUNT	AMOUNT
SHAM LAL GUPTA	410203	624994	624994
APAAR INFRA TECH PRIVATE LIMITED	410301	235256	235256
BASHIR AHMAD KHAN	410303	0	
NARANDER SINGH	410322	168169	175126
MOHD ALYAS KHAN	410325	26114	117597
MARVELLOUS ARTS & CRAFTS SRINAGAR	410325	1372744	1372744
PRINCE BUILDERS	410325	315192	315192
FAROOQ AHMED GANAI	410325	0	
MARVELLOUS ARTS & CRAFTS SRINAGAR	410325	1978035	721677
AHMADULLAH & SONS	410325	503131	729914
YASIR RASOOL BEIGH S/O GH. RASOOL BEIGH	410328	32791	154678
B.A. CHALKOO	410328	1	
SALEEM KHAN CONSTRUCTION R/O SALAMAB	410328	134456	332592
MOHD ALYAS KHAN	410904	12132	12132
SANJAY DIESELS	411002	41518	41518
MOHD. YUSUF AWAN	411202	0	
J.K.ENGINEERS	410801		1399634
JV CO	410301		2141747
OMEGA	410301		2217370
GRAND TOTAL	Grand Total	5444533	10592171



By

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FORM-5C

Break up of Capital cost for Plant & Equipment

NAME OF COMPANY : NHPC Limited
 NAME OF POWER STATION : URI-II HE PROJECT, NOWPORA

(₹ in crore)

Sl. No.	Head of works	Original cost as approved by Authority	Actual Expenditure upto COD	Variation (4-3)	Reasons for Variation	Admitted cost
1	2	3	4	5	6	7
1.0	Generator, turbine & Accessories				The Variation is due to:- (i) Price Variation=74.76 crore (ii) Exchange rate variation:- 29.39 crore (iii) Other unforeseen conditions= 1.5006 crore, (iv) Other Statutory levy / taxes= 10.7866 crore (v) Under Estimation=107.4454 Crore. Further, the variation against Contingencies and establishment are as follows:- i) Exchange rate variation=INR 13.4498 Crore & Price Escalation/ Under Estimation=INR 77.0377 Crore	
1.1	Generator package					
1.2	Turbine package					
1.3	Unit control Board	149.31	206.50	57.19		
1.4	C&I package					
1.5	Bus Duct of GT connection					
1.6	Total (Generator, turbine & Accessories)	149.24	206.50	57.26		
2.0	Auxiliary Electrical Equipment					
2.1	Step up transformer/Power transformer	9.36	60.24	50.88		
2.2	Unit Auxiliary Transformer	1.02	11.50	10.47		
2.3	Local supply transformer					
2.4	Station transformer					
2.5	SCADA	11.34	23.04	11.70		
2.6	Switchgear, Batteries, DC dist. Board	1.70	3.47	1.76		
2.7	Telecommunication equipment	2.11	1.01	-1.10		
2.8	Illumination of dam, PH and Switchyard	1.13	3.38	2.25		
2.9	Cables & cable facilities, grounding (Including	3.97	12.39	8.42		
2.10	Diesel generating sets	2.27	5.88	3.61		
2.1	Total (Auxiliary Elect. Equipment)	32.90	120.89	87.99		
3.0	Auxiliary equipment & services for power					
3.1	EOT crane	4.11	9.17	5.05		
3.2	Other cranes					
3.3	Electrical lifts & elevators	0.28	0.60	0.32		
3.4	Cooling water system	2.13	12.19	10.06		
3.5	Drainage & dewatering system	0.71	10.11	9.40		
3.6	Fire fighting equipment	1.13	7.63	6.50		
3.7	Air conditioning, ventilation and heating	0.79	20.86	20.07		
3.8	Water supply system	0.21	0.00	-0.21		
3.9	Oil handling equipment	0.57	3.14	2.57		
3.10	Workshop machines & equipment	3.26	4.60	1.34		
3.11	Total (Auxiliary equipt. & services for PS)	13.20	68.29	55.09		
4.0	Switchyard package	57.02	163.81	106.80		
5.0	Initial spares for all above equipments	9.96	17.19	7.23		
6.0	Total Cost (Plant & Equipment) excluding IDC, FC, FERV & Hedging Cost	262.32	576.69	314.37		
7.0	IDC, FC, FERV & Hedging Cost					
7.1	Interest During Construction (IDC)					
7.2	Financing Charges (FC)					
7.3	Foreign Exchange Rate Variation (FERV)					
7.4	Hedging Cost					
7.5	Total of IDC, FC, FERV & Hedging Cost					
8.0	Total Cost (Plant & Equipment) including IDC, FC, FERV & Hedging Cost	262.32	576.69	314.37		

Diff. of ₹2.70 Crs. (579.39-576.69) in cost of plant & machinery in Form-5B & 5C is due to expenditure on civil work for XLPE cable included in Form-5B.

For Gupta, Gupta & Associates
 Chartered Accountants

For NHPC Ltd.

Partner



(A.K. Pandey)
 CE (Commercial)
 Commercial Division

Break-up of Construction / Supply / Service packages

Name of the Company: NHPC LIMITED
 Name of the Power Station: URI II POWER STATION

Sl. No.	Name/ No. of Construction /Supply/ Service Package	Scope of works (In line with head of cost break-ups as applicable)	Whether awarded through ICB / DCB / Departmentally / Deposit Work	No. of bids received	Date of Award	Date of Start work	Date of Completion of Work	Value of Award ¹ in (Rs. Cr.)	Firm or With Escalation in prices	Actual expenditure as on 31.03.2014 (Rs. Cr.)	Taxes and Duties and IFDC	IDC, FC, FERV and Hedging Cost	Total [(11)+(12)+(13)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	LOT-1 M/s Hindustan Construction Co. Limited, Mumbai	Civil Works for diversion channel, coffer dam, barrage, intake structure, HRT, surge shaft, pressure shaft, under ground power house, TRT System and switch yard.	ICB	5	21.09.2005	21.09.2005	Work Under Execution	INR 574.99	With Escalation	643.88	Included in cost at sl. No. 11		643.88
2 (A)	LOT-2 M/s Om Metals SPML JV (First Contract)	CIF/CIP and ex-works supply of all equipment and material including Mandatory tool & tacksels and Mandatory Spares for LOT-II:-Hydromechanical Works of Uri-II H E Project.	ICB	3	09.05.2007	09.05.2007	Work Under Execution		With Escalation				
2 (B)	LOT-2 M/s Om Metals SPML JV (Second Contract)	Providing all services i.e. port handling and clearance for the imported goods, further loading and inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipments supplied under the "First Contract" and any other services specified in the Contract Documents for LOT-II:-Hydromechanical Works of Uri-II H E Project	ICB	3	09.05.2007	09.05.2007	Work Under Execution	INR 54.48 Cr + EURO 756000=INR 58.90 Cr. at EURO=58.46 on 19.02.2007	With Escalation	69.58	Included in cost at sl. No. 11		69.58
3 (A)	Lot-3 Consortium of M/s Alstom India Pvt Ltd. And M/s Alstom Hydro France (First Contract)	CIF / CIP Supply of all offshore equipments and materials including Specified Spares" for Lot-3: Electrical & Mechanical works of Uri -II HE Project	ICB	2	29.12.2006	29.12.2006	Work Under Execution		With Escalation				
3 (B)	Lot-3 Consortium of M/s Alstom India Pvt Ltd. And M/s Alstom Hydro France (Second Contract)	Ex-works supply of all equipments and materials including Specified spares of Indian origin" for Lot-3 : Electrical & Mechanical works of Uri -II HE Project	ICB	2	29.12.2006	29.12.2006	Work Under Execution	INR 250.87 Cr. + JPY 138.39 Cr. + CHF 11130361+ EURO 3509104= INR 358.60 Cr. At JPY=0.3989, CHF=37.52, EURO=59.2 on 26.09.2006	With Escalation	498.73	Included in cost at sl. No. 11		498.73
3 (C)	Lot-3 M/s Alstom India Pvt Ltd. (Third Contract)	Providing all on-shore services in respect of all equipments supplied under both First & Second Contract and any other services specified in the Contract Documents	ICB	2	29.12.2006	29.12.2006	Work Under Execution		With Escalation				
3 (D)	M/s Alstom India Pvt Ltd	(Construction of additional bay at Uri P5 on deposit work basis for PGCIL)	ICB	2	29.12.2006	29.12.2006	Work Under Execution	INR 25.09 Cr. + JPY 43.03 Cr. + CHF 3125725 + EURO 22831= INR 39.40 Cr. At JPY=0.3989, CHF=37.52, EURO=59.2 on 26.09.2006	With Escalation	56.11	Included in cost at sl. No. 11		56.11

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¹ If there is any package, which need to be shown in Indian Rupee and foreign currency(ies), the same should be shown separately alongwith the currency, the exchange rate and the date e.g. Rs.80 Cr. + US\$50m = Rs.280 Cr. at US\$=Rs40 as on say 4.1.1999.

For Gupta, Gupta & Associates
 Chartered Accountants



For NHPC Ltd.

(Signature)
 (A.K. Pandey)
 CE (Commercial)
 Commercial Division

Financial Package upto COD

Name of the Company **NHPC Limited**
 Name of the Power Station **URI-II Power Station**
 Project Cost as on COD¹ 217569 lacs 152298.30
 Date of Commercial Operation of the Station² 01.03.2014 65270.70

(Amount in lacs)

1	Financial Package as Approved		Financial Package as on COD		As Admitted on COD	
	Amount ³		Amount ³		Currency and Amount ³	
	2	3	4	5	6	7
FOREIGN LOAN				0		
LIC	INR		INR	19231.67		
UCO BANK	INR		INR	52500.00		
CORPORATION BANK	INR		INR	13200.00		
CANARA BANK	INR		INR	2000.00		
PUNJAB & SIND BANK	INR		INR	1000.00		
STATE BANK OF HYDRABAD	INR		INR	6125.00		
STATE BANK OF INDIA	INR		INR	15600.00		
Q-SERIES BONDS	INR		INR	6000.00		
R1-SERIES BONDS	INR		INR	2904.00		
TF/1A-SERIES BONDS	INR		INR	3600.00		
*NORMATIVE LOAN	INR		INR	30137.64		
Total Loan				152298.30		
Equity						
GoI/IPO/IR			INR	65270.70		
TOTAL EQUITY				65270.70		
Debt : Equity Ratio	70:30		70.00	30.00		

*Balancing figure has been considered as Fresh Loans/Bonds w.e.f. 01.03.2014 at weighted average cost of debts of Uri-II (Annualized rate 10.34%) for a period of 12 years with 6 months moratorium period after commissioning.

² Date of Commercial Operation means Commercial Operation of the last unit

³ For example : US \$, 200M etc.etc

(Rs in Crores)

Capital cost excluding IDC & FC 1740.95
 IDC, FC & Hedging cost 527.40
 FERV -1
 Capital cost including IDC & FC 2267.35
 Less : Liabilities to be discharged* 91.66
 Net Capital Cost as on COD i.e.
 01.03.2014 2175.69

* Loan/IPO proceeds on 70:30 will be deployed for discharging the deferred liabilities of ₹91.66 crore (₹64.17 Crs. / ₹27.50 Crs.) after COD i.e. 01.03.2014.

For Gupta, Gupta & Associates
 Chartered Accountants



Partner

For NHPC Ltd.

(A.K. Pandey)
 CE (Commercial)
 Commercial Division

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Details of Project Specific Loans

Name of the Company
Name of the Power Station

NHPC LTD
URI-II Power Station

(Amount in lacs)

Particulars	Package1	Package2	Package3	Package4	Package5
1	2	3	4	5	6
Source of Loan ¹	*NORMATIVE LOAN				
Currency ²	INR				
Amount of Loan sanctioned	36553.84				
Amount of Gross Loan drawn upto 31.03.2009/COD ^{3,4,5,13,15}	30137.64				
Interest Type ⁶	Fixed				
Fixed Interest Rate, if applicable	10.34%				
Base Rate, if Floating Interest ⁷	NA				
Margin, if Floating Interest ⁸	NA				
Are there any Caps/Floor ⁹	N.A.				
If above is yes,specify caps/floor	N.A.				
Moratorium Period ¹⁰	6 MONTHS				
Moratorium effective from	3/1/2014				
Repayment Period ¹¹	12 YEARS				
Repayment effective from	9/1/2014				
Repayment Frequency ¹²	HALF YEARLY				
Repayment Instalment ^{13,14}	1523.08				
Base Exchange Rate ¹⁶	N.A.				
Are foreign currency loan hedged?	N.A.				
If above is yes,specify details ¹⁷	N.A.				

*Balancing figure has been considered as Fresh Borrowings w.e.f. 01.02.2013 at weighted average cost of debts of URI-II (Annualized rate 11.15%) for a period of 12 years with 6 months moratorium period after commissioning. Rs 457.69 Cr is considered to be deployed before COD i.e. 01.02.2013 & Rs 54.57 Cr after COD.

- Source of loan means the agency from whom the loan has been taken such as WB, ADB, WMB, PNB, SBI, ICICI, IFC, PFC etc.
- Currency refers to currency of loan such as US\$, DM, Yen, Indian Rupee etc.
- Details are to be submitted as on 31.03.2009 for existing assets and as on COD for the remaining assets.
- Where the loan has been refinanced, details in the Form is to be given for the loan refinanced. However, the details of the original loan is to be given separately in the same form.
- If the Tariff in the petition is claimed separately for various units, details in the Form is to be given separately for all the units in the same form.
- Interest type means whether the interest is fixed or floating.
- Base rate means the base as PLR, LIBOR etc. over which the margin is to be added. Applicable base rate on different dates from the date of drawl may also be enclosed.
- Margin means the points over and above the floating rate.
- At times caps/floor are put at which the floating rates are frozen. If such a condition exists, specify the limits,
- Moratorium period refers to the period during which loan servicing liability is not required.
- Repayment period means the repayment of loan such as 7 years, 10 years, 25 years etc.
- Repayment frequency means the interval at which the debt servicing is to be done such as monthly, quarterly, half yearly, annual. etc.
- Where there is more than one drawl/repayment for a loan, the date & amount of each drawl/repayment may also be given separately
- If the repayment instalment amount and repayment date can not be worked out from the data furnished above, the repayment schedule to be furnished separately.
- In case of Foreign loan,date of each drawl & repayment alongwith exchange rate at that date may be given.
- Base exchange rate means the exchange rate prevailing as on 31.03.2009 for existing assets and as on COD for the remaining assets.
- In case of hedging, specify details like type of hedging, period of hedging, cost of heging, etc.
- At the time of truing up rate of interest with relevant reset date (if any) to be furnished separately
- At the time of truing up provide details of refinancing of loans considered earlier. Details such as date on which refinancing done, amount of refinanced loan, terms and conditions of refinanced loan, financing and other charges incurred for refinancing etc.

For Gupta, Gupta & Associates
Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division

Details of Allocation of corporate loans to various projects

Name of the Company: NHPC Limited
 Name of the Power Station: URI-II Power Station

(Amount in lacs)

Particulars	Package 1	Package 2	Package 3	Package 4	Package 5	Package 6	Package 7	Package 8	Package 9	Package 10	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Source of Loan ¹	LIC	UCO BANK	Corporation Bank	Q-SERIES BONDS	R-1 SERIES BONDS	A1 - SERIES Tax Free BONDS	Punjab & Sind Bank	Canara Bank	State Bank of India	State Bank of Hyderabad	
Currency ²	INR	INR	INR	INR	INR	INR	INR	INR	INR	INR	
Amount of Loan sanctioned	650000	100000	50000	126600	8220	5081.36	20000	20000	100000	50000	
Amount of Gross Loan drawn upto 31.03.2009 / COD ^{3,4,5,13,15}	189500	100000	50000	126600	8220	5081.36	20000	20000	100000	50000	
Interest Type ⁶	Fixed	Fixed	Floating	Fixed	Fixed	Floating	Floating	Floating	Floating	Floating	
Fixed Interest Rate, if applicable	N.A.	N.A.	N.A.	9.25%	8.70%	8.18%	NA	NA	N.A.	N.A.	
Base Rate, if Floating Interest ⁷	Annualized yield of 13 year G-Sec rate	BPLR with Annual Reset	Base Rate	NA	N.A.	NA	Base Rate Present effective rate w.e.f. 01.05.2012-10.50%	Base Rate Present effective rate w.e.f. 01.05.2012-10.50%	Base Rate Plus Margin Present effective rate 10.00%+0.49%=10.49%	Base Rate Present effective rate 10.20%	
Margin, if Floating Interest ⁸	75bps	-3.65%	NA	NA	N.A.	NA	Nil	Nil	0.49%	Nil	
Are there any Caps/Floor ⁹	Yes	NA	N.A.	N.A.	N.A.	NA	NA	NA	N.A.	N.A.	
If above is yes, specify caps/floor	6.5% (Floor)	NA	N.A.	N.A.	N.A.	NA	NA	NA	N.A.	N.A.	
Moratorium Period ¹⁰	7 Years 281/2 Months	3 YEARS	36 MONTHS	48 MONTHS	2 YEARS	10 YEARS	3 Years	3 Years	3 YEARS	3 YEARS	
Moratorium effective from	2/17/2005	12/31/2009	1/5/2012	3/12/2012	3/11/2013	11/2/2013	1/16/2012	1/13/2012	6/27/2013	3/28/2013	
Repayment Period ¹¹	12 Years	12 Years	12 YEARS	12 YEARS	12 YEARS	Bullet	12 Years	12 Years	12 Years	12 Years	
Repayment effective from	4/30/2012	17/31/2012	1/5/2015	3/12/2016	2/11/2015	11/2/2023	1/17/2015	1/16/2015	6/27/2016	3/28/2016	
Repayment Frequency ¹²	HALF YEARLY	HALF YEARLY	QUARTERLY	ANNUALLY	ANNUALLY	Bullet	QUARTERLY	QUARTERLY	QUARTERLY	QUARTERLY	
Repayment Instalment ^{13,14}	7900	4166.67	1041.67	10550	685	1481.36	415.67	415.67	2083.33	1041.67	
Base Exchange Rate ¹⁵	N.A.	N.A.	N.A.	N.A.	N.A.	NA	NA	NA	N.A.	N.A.	
Are Foreign currency hedged ¹⁶	N.A.	N.A.	N.A.	N.A.	N.A.	NA	NA	NA	N.A.	N.A.	
If above is yes, specify details ¹⁷	N.A.	N.A.	N.A.	N.A.	N.A.	NA	NA	NA	N.A.	N.A.	
Distribution of loan packages to various projects											
Name of the Projects											Total
Sewa-II	13,600								0	0	13,600
TLDP-III	16,000	20,000		4,500	4,920		12,000		17,000	1,925	76,345
Uri-II	23,078	60,000	13,200	6,000	2,964	3,600	1,000	2,000	15,600	6,125	133,507
Subansiri Lower	72,841			86,600					8,000	3,025	170,466
Chamera-III	27,850		24,300	6,000				3,000	0	0	61,150
Parbati-III	31,153	20,000	5,973	9,000		1,481.36	7,000	15,000	10,000	11,875	111,482.36
Nimmo-Bazgo	5,078					204			0	10,000	15,282
CHUTAK			88	500	192				350	0	1,138
KISHANGANGA			6,439						142	3,575	10,156
TLDP-IV									18,500	3,575	22,075
Parbati-II				14,000					30,400	9,900	54,300
Total	189,600	100,000	50,000	126,600	8,220	5,081.36	20,000	20,000	100,000	50,000	669,501.36

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¹ Source of loan means the agency from whom the loan has been taken such as WB, ADB, WMB, PNB, SBI, ICICI, IFC, PFC etc.

² Currency refers to currency of loan such as US\$, DM, Yen, Indian Rupee etc.

³ Details are to be submitted as on 31.03.2004 for existing assets and as on COD for the remaining assets.

⁴ Where the loan has been refinanced, details in the Form is to be given for the loan refinanced. However, the details of the original loan is to be given separately in the same form.

⁵ If the Tariff in the petition is claimed separately for various units, details in the Form is to be given separately for all the units in the same form.

⁶ Interest type means whether the interest is fixed or floating.

⁷ Base rate means the base as PLR, LIBOR etc. over which the margin is to be added. Applicable base rate on different dates from the date of drawal may also be enclosed.

⁸ Margin means the points over and above the floating rate.

⁹ At times caps/floor are put at which the floating rates are frozen. If such a condition exists, specify the limits.

¹⁰ Moratorium period refers to the period during which loan servicing liability is not required.

¹¹ Repayment period means the repayment of loan such as 7 years, 10 years, 25 years etc.

¹² Repayment frequency means the interval at which the debt servicing is to be done such as monthly, quarterly, half yearly, annual, etc.

¹³ Where there is more than one drawal/repayment for a loan, the date & amount of each drawal/repayment and its allocation may also be given separately.

¹⁴ If the repayment instalment amount and repayment date can not be worked out from the data furnished above, the repayment schedule to be furnished separately.

¹⁵ In case of Foreign loan, date of each drawal & repayment alongwith exchange rate at that date may be given.

¹⁶ Base exchange rate means the exchange rate prevailing as on 31.03.2004 for existing assets and as on COD for the remaining assets.

¹⁷ In case of hedging specify the details like type of hedging, period of hedging, cost of hedging etc.

¹⁸ At the time of trying up of rate of interest with relevant reset rate (if any) to be furnished separately.

¹⁹ At the time of trying up provide details of refinance of loan consider earlier. Details such as rate on which refinancing done, amount of refinance loans, terms & conditions of refinance loan, financing and other charges incurred for refinancing etc.

For Gupta, Gupta & Associates

Chartered Accountants

(Signature)
 Partner

For NHPC Ltd.

(Signature)
 (A.K. Pandey)
 CE (Commercial)
 Commercial Division

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Appendix-I to Form-8

Statement of Utilisation of Rs 6500 Crore LIC Line of Credit								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	Subansiri Lower	Chamera-III	Parbati-III	Nimmo-Bazgo
3/21/2005	1100	1100	0	0	0	0	0	0
3/31/2006	8500	8500	0	0	0	0	0	0
5/22/2006	5000	4000	1000	0	0	0	0	0
7/24/2006	3500	0	3500	0	0	0	0	0
3/28/2007	11500	0	11500	0	0	0	0	0
7/10/2007	5000	0	0	5000	0	0	0	0
8/24/2007	46700	0	0	2778	19841	10928	9353	3800
1/2/2008	48300	0	0	7000	18000	8022	14000	1278
3/18/2008	20000	0	0	3500	11000	3000	2500	0
6/30/2008	40000	0	0	4800	24000	5900	5300	0
TOTAL	189600	13600	16000	23078	72841	27850	31153	5078

Statement of Utilisation of Rs 1000 Crore OF UCO Bank								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	Subansiri Lower	Chamera-III	Parbati-III	Nimmo-Bazgo
12/31/2009	50000	0	0	50000	0	0	0	0
3/25/2010	10000	0	0	0	0	0	10000	0
6/29/2010	20000	0	0	10000	0	0	10000	0
9/24/2010	20000	0	20000	0	0	0	0	0
TOTAL	100000	0	20000	60000	0	0	20000	0

Statement of Utilisation of Rs 500 Crore Corporation Bank								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	CHUTAK	Chamera-III	Parbati-III	KISHANGA NGA
1/6/2012	50000	0	0	13200	88	24300	5973	6439
TOTAL	50000	0	0	13200	88	24300	5973	6439

Statement of Utilisation of Rs 200 Crore PUNJAB & SINDH BANK								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	Subansiri Lower	Chamera-III	Parbati-III	Nimmo-Bazgo
6/27/2012	5000	0	4000	1000	0	0	0	0
1/17/2012	15000	0	8000	0	0	0	7000	0
TOTAL	20000	0	4000	1000	0	0	7000	0

Statement of Utilisation of Rs 200 Crore CANARA BANK								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	Subansiri Lower	Chamera-III	Parbati-III	Nimmo-Bazgo
1/16/2012	15000	0	0	0	0	0	15000	0
6/27/2012	5000	0	0	2000	0	3000	0	0
TOTAL	20000	0	0	2000	0	3000	15000	0

Statement of Utilisation of Rs 1000 Crore STATE BANK OF INDIA									
(Rupees in lakh)									
Drawal Date	Drawal Amount	Allocated to							
		TLDP-III	Uri-II	Subansiri Lower	Parbati-III	CHUTAK	KISHANGA NGA	TLDP-IV	Parbati-II
3/28/2013	50000	11500	15000	8000	10000	358	142	500	4500
6/27/2013	50000	5500	600	0	0	0	0	18000	25900
TOTAL	100000	17000	15600	8000	10000	358	142	18500	30400

Statement of Utilisation of Rs 1000 Crore STATE BANK OF HYDRABAD									
(Rupees in lakh)									
Drawal Date	Drawal Amount	Allocated to							
		TLDP-III	Uri-II	Subansiri Lower	Parbati-III	Nimmo-Bazgo	KISHANGA NGA	TLDP-IV	Parbati-II
3/28/2013	10000	0	0	0	10000	0	0	0	0
8/27/2013	27500	1925	4125	3025	1375	0	3575	3575	9900
9/25/2013	12500	0	2000	0	500	10000	0	0	0
TOTAL	50000	1925	6125	3025	11875	10000	3575	3575	9900

Statement of Utilisation of Rs 1266 Crore Q-SERIES BONDS								
(Rupees in lakh)								



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Drawal Date	Drawal Amount	Allocated to						
		Chutak	TLDP-III	Uri-II	Subansiri Lower	Parbati-III	Parbati-II	Chamera-III
12.03.2012	126600	500	4500	6000	86600	9000	14000	6000
TOTAL	126600	500	4500	6000	86600	9000	14000	6000

Statement of Utilisation of Rs 82.20 Crore R1-SERIES BONDS								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Chutak	TLDP-III	URI-II	Nimmo Bazgo	Parbati-III	Parbati-II	Chamera-III
11.02.2013	8220	192	4920	2904	204	0	0	0
TOTAL	8220	192	4920	2904	204	0	0	0

Statement of Utilisation of Rs 82.20 Crore A1 - SERIES Tax Free BONDS								
(Rupees in lakh)								
Drawal Date	Drawal Amount	Allocated to						
		Sewa-II	TLDP-III	Uri-II	Subansiri Lower	Chamera-III	Parbati-III	Nimmo-Bazgo
05.01.2012	5081.36	0	0	3600	0	0	1481.36	0
TOTAL	5081.36	0	0	3600	0	0	1481.36	0

LOAN DISBURSEMENT DETAILS & INTEREST RATE OF URI-II												
(Rupees in Lakhs)												
Sl. No	Name of the FI/ Loan	Date of Disbursement	Amount of Drawl	Rate of interest on the Date of Drawl	Rate on interest on the date of Reset	Date of reset	Rate on Interest on the date of Reset	Date of reset	Rate on Interest on the date of Reset	Date of reset	Rate on Interest on the date of Reset	Date of reset
1	Life Insurance Corporation of India Ltd	7/10/2007	5000	9.15%	9.118%	01.04.2012						
		8/24/2007	2778	9.11%	9.118%	01.04.2012						
		1/2/2008	7000	8.88%	9.118%	01.04.2012						
		3/18/2008	3500	8.78%	9.118%	01.04.2012						
		6/30/2008	4800	9.78%	9.118%	01.04.2012						
			23078.00									
2	UCO BANK	12/31/2009	50000	8.60%	9.35%	31.12.2010	11.35%	31.12.2011	10.50%	31.12.2012	10.20%	11.02.2013
		6/29/2010	10000	8.60%	9.35%	31.12.2010	11.35%	31.12.2011	10.50%	31.12.2012	10.20%	11.02.2013
			60000.00									
3	CORPORATION BANK	1/6/2012	13200	10.65%	10.50%	01.05.2012	10.25%	06.02.2013				
			13200.00									
4	PUNJAB & SIND BANK	6/27/2012	1000	10.50%	10.25%	01.03.2013						
			1000.00									
5	CANARA BANK	6/27/2012	2000	10.50%	10.25%	04.02.2013	9.95%	08.07.2013	10.25%	01.01.2014		
			2000.00									
6	STATE BANK OF HYDRABAD	8/27/2013	4125	10.20%								
		9/25/2013	2000									
			6125.00									
7	STATE BANK OF INDIA	3/28/2013	15000	10.19%	10.29%	19.09.2013	10.49%	07.11.2013				
		6/27/2013	600	10.19%	10.29%	19.09.2013	10.49%	07.11.2013				
			15600.00									
8	Q-Series Bonds	3/12/2012	6000.00	9.25%								
			6000.00									
9	R1- SERIES BOND	2/11/2013	2904.00	8.70%								
			2904.00									
10	1A Series Tax Free Bonds	11/2/2013	3600.00	8.18%								
			3600.00									
TOTAL (1 to 10)			133507.00									



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Appendix-II to Form-8 Repayment Schedules of URI-II Project Loans

Amount in Rupees

REPAYMENT SCHEDULE OF LIC LOAN (Rs 6500 Crore Line of Credit) OF URI-II PROJECT

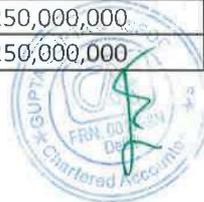
No. of Installments	Date of Payment	Amount of Installment	Principal outstanding
			2,307,800,000
1	4/30/2012	96,158,333	2,211,641,667
2	10/31/2012	96,158,333	2,115,483,334
3	4/30/2013	96,158,333	2,019,325,001
4	10/31/2013	96,158,333	1,923,166,668
5	4/30/2014	96,158,333	1,827,008,335
6	10/31/2014	96,158,333	1,730,850,002
7	4/30/2015	96,158,333	1,634,691,669
8	10/31/2015	96,158,333	1,538,533,336
9	4/30/2016	96,158,333	1,442,375,003
10	10/31/2016	96,158,333	1,346,216,670
11	4/30/2017	96,158,333	1,250,058,337
12	10/31/2017	96,158,333	1,153,900,004
13	4/30/2018	96,158,333	1,057,741,671
14	10/31/2018	96,158,333	961,583,338
15	4/30/2019	96,158,333	865,425,005
16	10/31/2019	96,158,333	769,266,672
17	4/30/2020	96,158,333	673,108,339
18	10/31/2020	96,158,333	576,950,006
19	4/30/2021	96,158,333	480,791,673
20	10/31/2021	96,158,333	384,633,340
21	4/30/2022	96,158,333	288,475,007
22	10/31/2022	96,158,333	192,316,674
23	4/30/2023	96,158,333	96,158,341
24	10/31/2023	96,158,341	0

Amount of repayment - Rs 96158333/- per half yearly w.e.f. 30/04/2012.

Amount in Rupees

REPAYMENT SCHEDULE OF UCO BANK LOAN OF URI-II PROJECT

No. of Installments	Date of Payment	Amount of Installment	Principal outstanding
			6,000,000,000
1	12/31/2012	250,000,000	5,750,000,000
2	6/30/2013	250,000,000	5,500,000,000
3	12/31/2013	250,000,000	5,250,000,000
4	6/30/2014	250,000,000	5,000,000,000
5	12/31/2014	250,000,000	4,750,000,000
6	6/30/2015	250,000,000	4,500,000,000
7	12/31/2015	250,000,000	4,250,000,000
8	6/30/2016	250,000,000	4,000,000,000
9	12/31/2016	250,000,000	3,750,000,000
10	6/30/2017	250,000,000	3,500,000,000



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11	12/31/2017	250,000,000	3,250,000,000
12	6/30/2018	250,000,000	3,000,000,000
13	12/31/2018	250,000,000	2,750,000,000
14	6/30/2019	250,000,000	2,500,000,000
15	12/31/2019	250,000,000	2,250,000,000
16	6/30/2020	250,000,000	2,000,000,000
17	12/31/2020	250,000,000	1,750,000,000
18	6/30/2021	250,000,000	1,500,000,000
19	12/31/2021	250,000,000	1,250,000,000
20	6/30/2022	250,000,000	1,000,000,000
21	12/31/2022	250,000,000	750,000,000
22	6/30/2023	250,000,000	500,000,000
23	12/31/2023	250,000,000	250,000,000
24	6/30/2024	250,000,000	0

Amount of repayment - Rs 250000000/- per half yearly w.e.f. 31/12/2012.

REPAYMENT SCHEDULE OF NORMATIVE LOANS (Rs 356.60 Crore) OF URI-II PROJECT			
No. of Installments	Date of Payment	Amount of Installment	Amount in Rupees
			Principal outstanding
			3,655,383,500
1	9/1/2014	152,307,646	3,503,075,854
2	3/1/2015	152,307,646	3,350,768,208
3	9/1/2015	152,307,646	3,198,460,562
4	3/3/2016	152,307,646	3,046,152,916
5	9/2/2016	152,307,646	2,893,845,270
6	3/2/2017	152,307,646	2,741,537,624
7	9/1/2017	152,307,646	2,589,229,978
8	3/1/2018	152,307,646	2,436,922,332
9	9/1/2018	152,307,646	2,284,614,686
10	3/1/2019	152,307,646	2,132,307,040
11	9/1/2019	152,307,646	1,979,999,394
12	3/1/2020	152,307,646	1,827,691,748
13	9/1/2020	152,307,646	1,675,384,102
14	3/1/2021	152,307,646	1,523,076,456
15	9/1/2021	152,307,646	1,370,768,810
16	3/1/2022	152,307,646	1,218,461,164
17	9/1/2022	152,307,646	1,066,153,518
18	3/1/2023	152,307,646	913,845,872
19	9/1/2023	152,307,646	761,538,226
20	3/1/2024	152,307,646	609,230,580
21	9/1/2024	152,307,646	456,922,934
22	3/1/2025	152,307,646	304,615,288
23	9/1/2025	152,307,646	152,307,642
24	3/1/2026	152,307,642	0

Amount of repayment - Rs 148585979/- per half yearly w.e.f. 01/09/2014.

REPAYMENT SCHEDULE OF CORPORATION BANK LOAN OF URI-II PROJECT



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No. of Installments	Date of Payment	Amount of Installment	Amount in Rupees
			Principal outstanding
			1,320,000,000
1	1/5/2015	27,500,000	1,292,500,000
2	4/5/2015	27,500,000	1,265,000,000
3	7/5/2015	27,500,000	1,237,500,000
4	10/5/2015	27,500,000	1,210,000,000
5	1/5/2016	27,500,000	1,182,500,000
6	4/5/2016	27,500,000	1,155,000,000
7	7/5/2016	27,500,000	1,127,500,000
8	10/5/2016	27,500,000	1,100,000,000
9	1/5/2017	27,500,000	1,072,500,000
10	4/5/2017	27,500,000	1,045,000,000
11	7/5/2017	27,500,000	1,017,500,000
12	10/5/2017	27,500,000	990,000,000
13	1/5/2018	27,500,000	962,500,000
14	4/5/2018	27,500,000	935,000,000
15	7/5/2018	27,500,000	907,500,000
16	10/5/2018	27,500,000	880,000,000
17	1/5/2019	27,500,000	852,500,000
18	4/5/2019	27,500,000	825,000,000
19	7/5/2019	27,500,000	797,500,000
20	10/5/2019	27,500,000	770,000,000
21	1/5/2020	27,500,000	742,500,000
22	4/5/2020	27,500,000	715,000,000
23	7/5/2020	27,500,000	687,500,000
24	10/5/2020	27,500,000	660,000,000
25	1/5/2021	27,500,000	632,500,000
26	4/5/2021	27,500,000	605,000,000
27	7/5/2021	27,500,000	577,500,000
28	10/5/2021	27,500,000	550,000,000
29	1/5/2022	27,500,000	522,500,000
30	4/5/2022	27,500,000	495,000,000
31	7/5/2022	27,500,000	467,500,000
32	10/5/2022	27,500,000	440,000,000
33	1/5/2023	27,500,000	412,500,000
34	4/5/2023	27,500,000	385,000,000
35	7/5/2023	27,500,000	357,500,000
36	10/5/2023	27,500,000	330,000,000
37	1/5/2024	27,500,000	302,500,000
38	4/5/2024	27,500,000	275,000,000
39	7/5/2024	27,500,000	247,500,000
40	10/5/2024	27,500,000	220,000,000
41	1/5/2025	27,500,000	192,500,000
42	4/5/2025	27,500,000	165,000,000
43	7/5/2025	27,500,000	137,500,000
44	10/5/2025	27,500,000	110,000,000
45	1/5/2026	27,500,000	82,500,000



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46	4/5/2026	27,500,000	55,000,000
47	7/5/2026	27,500,000	27,500,000
48	10/5/2026	27,500,000	0

Amount of repayment - Rs 27500000/- per Quarter w.e.f. 05.01.2015.

REPAYMENT SCHEDULE OF CANARA BANK LOAN OF URI-II PROJECT			
No. of Installments	Date of Payment	Amount of Installment	Amount in Rupees
			Principal outstanding
			200,000,000
1	1/16/2015	4,166,667	195,833,333
2	4/16/2015	4,166,667	191,666,666
3	7/16/2015	4,166,667	187,499,999
4	10/16/2015	4,166,667	183,333,332
5	1/16/2016	4,166,667	179,166,665
6	4/16/2016	4,166,667	174,999,998
7	7/16/2016	4,166,667	170,833,331
8	10/16/2016	4,166,667	166,666,664
9	1/16/2017	4,166,667	162,499,997
10	4/16/2017	4,166,667	158,333,330
11	7/16/2017	4,166,667	154,166,663
12	10/16/2017	4,166,667	149,999,996
13	1/16/2018	4,166,667	145,833,329
14	4/16/2018	4,166,667	141,666,662
15	7/16/2018	4,166,667	137,499,995
16	10/16/2018	4,166,667	133,333,328
17	1/16/2019	4,166,667	129,166,661
18	4/16/2019	4,166,667	124,999,994
19	7/16/2019	4,166,667	120,833,327
20	10/16/2019	4,166,667	116,666,660
21	1/16/2020	4,166,667	112,499,993
22	4/16/2020	4,166,667	108,333,326
23	7/16/2020	4,166,667	104,166,659
24	10/16/2020	4,166,667	99,999,992
25	1/16/2021	4,166,667	95,833,325
26	4/16/2021	4,166,667	91,666,658
27	7/16/2021	4,166,667	87,499,991
28	10/16/2021	4,166,667	83,333,324
29	1/16/2022	4,166,667	79,166,657
30	4/16/2022	4,166,667	74,999,990
31	7/16/2022	4,166,667	70,833,323
32	10/16/2022	4,166,667	66,666,656
33	1/16/2023	4,166,667	62,499,989
34	4/16/2023	4,166,667	58,333,322
35	7/16/2023	4,166,667	54,166,655
36	10/16/2023	4,166,667	49,999,988
37	1/16/2024	4,166,667	45,833,321
38	4/16/2024	4,166,667	41,666,654

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39	7/16/2024	4,166,667	37,499,987
40	10/16/2024	4,166,667	33,333,320
41	1/16/2025	4,166,667	29,166,653
42	4/16/2025	4,166,667	24,999,986
43	7/16/2025	4,166,667	20,833,319
44	10/16/2025	4,166,667	16,666,652
45	1/16/2026	4,166,667	12,499,985
46	4/16/2026	4,166,667	8,333,318
47	7/16/2026	4,166,667	4,166,651
48	10/16/2026	4,166,651	0

Amount of repayment - Rs 4166667/- per Quarter w.e.f. 16.01.2015.

REPAYMENT SCHEDULE OF PUNJAB & SIND BANK LOAN OF URI-II PROJECT			
No. of Installments	Date of Payment	Amount of Installment	Amount in Rupees
			Principal outstanding
			100,000,000
1	1/17/2015	2,083,333	97,916,667
2	4/17/2015	2,083,333	95,833,334
3	7/17/2015	2,083,333	93,750,001
4	10/17/2015	2,083,333	91,666,668
5	1/17/2016	2,083,333	89,583,335
6	4/17/2016	2,083,333	87,500,002
7	7/17/2016	2,083,333	85,416,669
8	10/17/2016	2,083,333	83,333,336
9	1/17/2017	2,083,333	81,250,003
10	4/17/2017	2,083,333	79,166,670
11	7/17/2017	2,083,333	77,083,337
12	10/17/2017	2,083,333	75,000,004
13	1/17/2018	2,083,333	72,916,671
14	4/17/2018	2,083,333	70,833,338
15	7/17/2018	2,083,333	68,750,005
16	10/17/2018	2,083,333	66,666,672
17	1/17/2019	2,083,333	64,583,339
18	4/17/2019	2,083,333	62,500,006
19	7/17/2019	2,083,333	60,416,673
20	10/17/2019	2,083,333	58,333,340
21	1/17/2020	2,083,333	56,250,007
22	4/17/2020	2,083,333	54,166,674
23	7/17/2020	2,083,333	52,083,341
24	10/17/2020	2,083,333	50,000,008
25	1/17/2021	2,083,333	47,916,675
26	4/17/2021	2,083,333	45,833,342
27	7/17/2021	2,083,333	43,750,009
28	10/17/2021	2,083,333	41,666,676
29	1/17/2022	2,083,333	39,583,343
30	4/17/2022	2,083,333	37,500,010
31	7/17/2022	2,083,333	35,416,677



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32	10/17/2022	2,083,333	33,333,344
33	1/17/2023	2,083,333	31,250,011
34	4/17/2023	2,083,333	29,166,678
35	7/17/2023	2,083,333	27,083,345
36	10/17/2023	2,083,333	25,000,012
37	1/17/2024	2,083,333	22,916,679
38	4/17/2024	2,083,333	20,833,346
39	7/17/2024	2,083,333	18,750,013
40	10/17/2024	2,083,333	16,666,680
41	1/17/2025	2,083,333	14,583,347
42	4/17/2025	2,083,333	12,500,014
43	7/17/2025	2,083,333	10,416,681
44	10/17/2025	2,083,333	8,333,348
45	1/17/2026	2,083,333	6,250,015
46	4/17/2026	2,083,333	4,166,682
47	7/17/2026	2,083,333	2,083,349
48	10/17/2026	2,083,349	0

Amount of repayment - Rs 2083333/- per Quarter w.e.f. 17.01.2015.

Amount in Rupees

REPAYMENT SCHEDULE OF STATE BANK OF HYDRABAD LOAN OF URI-II PROJECT

No. of Installments	Date of Payment	Amount of Installment	Principal outstanding
			612,500,000
1	3/28/2016	12,760,417	599,739,583
2	6/28/2016	12,760,417	586,979,166
3	9/28/2016	12,760,417	574,218,749
4	12/28/2016	12,760,417	561,458,332
5	3/28/2017	12,760,417	548,697,915
6	6/28/2017	12,760,417	535,937,498
7	9/28/2017	12,760,417	523,177,081
8	12/28/2017	12,760,417	510,416,664
9	3/28/2018	12,760,417	497,656,247
10	6/28/2018	12,760,417	484,895,830
11	9/28/2018	12,760,417	472,135,413
12	12/28/2018	12,760,417	459,374,996
13	3/28/2019	12,760,417	446,614,579
14	6/28/2019	12,760,417	433,854,162
15	9/28/2019	12,760,417	421,093,745
16	12/28/2019	12,760,417	408,333,328
17	3/28/2020	12,760,417	395,572,911
18	6/28/2020	12,760,417	382,812,494
19	9/28/2020	12,760,417	370,052,077
20	12/28/2020	12,760,417	357,291,660
21	3/28/2021	12,760,417	344,531,243
22	6/28/2021	12,760,417	331,770,826
23	9/28/2021	12,760,417	319,010,409
24	12/28/2021	12,760,417	306,249,992
25	3/28/2022	12,760,417	293,489,575



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26	6/28/2022	12,760,417	280,729,158
27	9/28/2022	12,760,417	267,968,741
28	12/28/2022	12,760,417	255,208,324
29	3/28/2023	12,760,417	242,447,907
30	6/28/2023	12,760,417	229,687,490
31	9/28/2023	12,760,417	216,927,073
32	12/28/2023	12,760,417	204,166,656
33	3/28/2024	12,760,417	191,406,239
34	6/28/2024	12,760,417	178,645,822
35	9/28/2024	12,760,417	165,885,405
36	12/28/2024	12,760,417	153,124,988
37	3/28/2025	12,760,417	140,364,571
38	6/28/2025	12,760,417	127,604,154
39	9/28/2025	12,760,417	114,843,737
40	12/28/2025	12,760,417	102,083,320
41	3/28/2026	12,760,417	89,322,903
42	6/28/2026	12,760,417	76,562,486
43	9/28/2026	12,760,417	63,802,069
44	12/28/2026	12,760,417	51,041,652
45	3/28/2027	12,760,417	38,281,235
46	6/28/2027	12,760,417	25,520,818
47	9/28/2027	12,760,417	12,760,401
48	12/28/2027	12,760,401	0

Amount of repayment - Rs 12760417/- per Quarter w.e.f. 16.01.2015.

Amount in Rupees

REPAYMENT SCHEDULE OF STATE BANK OF INDIA LOAN OF URI-II PROJECT

No. of Installments	Date of Payment	Amount of Installment	Principal outstanding
			1,560,000,000
1	6/27/2016	32,500,000	1,527,500,000
2	9/27/2016	32,500,000	1,495,000,000
3	12/27/2016	32,500,000	1,462,500,000
4	3/27/2017	32,500,000	1,430,000,000
5	6/27/2017	32,500,000	1,397,500,000
6	9/27/2017	32,500,000	1,365,000,000
7	12/27/2017	32,500,000	1,332,500,000
8	3/27/2018	32,500,000	1,300,000,000
9	6/27/2018	32,500,000	1,267,500,000
10	9/27/2018	32,500,000	1,235,000,000
11	12/27/2018	32,500,000	1,202,500,000
12	3/27/2019	32,500,000	1,170,000,000
13	6/27/2019	32,500,000	1,137,500,000
14	9/27/2019	32,500,000	1,105,000,000
15	12/27/2019	32,500,000	1,072,500,000
16	3/27/2020	32,500,000	1,040,000,000
17	6/27/2020	32,500,000	1,007,500,000
18	9/27/2020	32,500,000	975,000,000



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19	12/27/2020	32,500,000	942,500,000
20	3/27/2021	32,500,000	910,000,000
21	6/27/2021	32,500,000	877,500,000
22	9/27/2021	32,500,000	845,000,000
23	12/27/2021	32,500,000	812,500,000
24	3/27/2022	32,500,000	780,000,000
25	6/27/2022	32,500,000	747,500,000
26	9/27/2022	32,500,000	715,000,000
27	12/27/2022	32,500,000	682,500,000
28	3/27/2023	32,500,000	650,000,000
29	6/27/2023	32,500,000	617,500,000
30	9/27/2023	32,500,000	585,000,000
31	12/27/2023	32,500,000	552,500,000
32	3/27/2024	32,500,000	520,000,000
33	6/27/2024	32,500,000	487,500,000
34	9/27/2024	32,500,000	455,000,000
35	12/27/2024	32,500,000	422,500,000
36	3/27/2025	32,500,000	390,000,000
37	6/27/2025	32,500,000	357,500,000
38	9/27/2025	32,500,000	325,000,000
39	12/27/2025	32,500,000	292,500,000
40	3/27/2026	32,500,000	260,000,000
41	6/27/2026	32,500,000	227,500,000
42	9/27/2026	32,500,000	195,000,000
43	12/27/2026	32,500,000	162,500,000
44	3/27/2027	32,500,000	130,000,000
45	6/27/2027	32,500,000	97,500,000
46	9/27/2027	32,500,000	65,000,000
47	12/27/2027	32,500,000	32,500,000
48	3/27/2028	32,500,000	0

Amount of repayment - Rs 32500000/- per Quarter w.e.f. 27.06.2016.

Amount in Rupees

REDEMPTION SCHEDULE OF Q-SERIES BONDS OF URI-II PROJECT

No. of Installments	Date of Payment	Amount Redeemed	Balance outstanding
			600,000,000
1	3/12/2016	50,000,000	550,000,000
2	3/12/2017	50,000,000	500,000,000
3	3/12/2018	50,000,000	450,000,000
4	3/12/2019	50,000,000	400,000,000
5	3/12/2020	50,000,000	350,000,000
6	3/12/2021	50,000,000	300,000,000
7	3/12/2022	50,000,000	250,000,000
8	3/12/2023	50,000,000	200,000,000
9	3/12/2024	50,000,000	150,000,000
10	3/12/2025	50,000,000	100,000,000
11	3/12/2026	50,000,000	50,000,000



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12	3/12/2027	50,000,000	0
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Amount of repayment - Rs 50000000/- per Quarter w.e.f. 12.03.2016.

Amount in Rupees

REDEMPTION SCHEDULE OF R1-SERIES BONDS OF URI-II PROJECT

No. of Installments	Date of Payment	Amount Redeemed	Balance outstanding
			290,400,000
1	2/11/2015	24,200,000	266,200,000
2	2/11/2016	24,200,000	242,000,000
3	2/11/2017	24,200,000	217,800,000
4	2/11/2018	24,200,000	193,600,000
5	2/11/2019	24,200,000	169,400,000
6	2/11/2020	24,200,000	145,200,000
7	2/11/2021	24,200,000	121,000,000
8	2/11/2022	24,200,000	96,800,000
9	2/11/2023	24,200,000	72,600,000
10	2/11/2024	24,200,000	48,400,000
11	2/11/2025	24,200,000	24,200,000
12	2/11/2026	24,200,000	0

Amount of repayment - Rs 24200000/- per Quarter w.e.f. 11.02.2015.

REDEMPTION SCHEDULE OF TAX FREE A1-SERIES BONDS OF URI-II PROJECT

No. of Installments	Date of Payment	Amount Redeemed	Amount in Rupees Balance outstanding
			360,000,000
1	11/2/2023	360,000,000	0

Amount of Bullet payment on 02.11.2023.

(Rupees in Lakhs)

LOAN DISBURSEMENT DETAIL OF URI-II

Sl. No.	Name of the FI/ Loan	Date of Disbursement	Amount of Drawl
1	Life Insurance Corporation of India Ltd.	7/10/2007	5,000
		8/24/2007	2,778
		1/2/2008	7,000
		3/18/2008	3,500
		6/30/2008	4,800
2	UCO BANK	12/31/2009	50,000
		6/29/2010	10,000
3	CORPORATION BANK	1/6/2012	13,200
4	PUNJAB & SIND BANK	6/27/2012	1,000
5	CANARA BANK	6/27/2012	2,000



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6	STATE BANK OF HYDRABAD	8/27/2013	4,125
		9/25/2013	2,000
7	STATE BANK OF INDIA	3/28/2013	15,000
		6/27/2013	600
8	Q-SERIES BONDS	3/12/2012	6,000
9	R1-SERIES BONDS	2/11/2013	2,904
10	TAX FREE BOND 1A SERIES	11/2/2013	3,600
	TOTAL		133,507



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Statement of Additional Capitalisation after COD

Name of the Company :

NHPC LIMITED

Name of Power Station:

URI-II POWER STATION

COD :

1-Mar-2014

Sl. No.	Year	Work / Equipment added after COD up to Cut off Date / Beyond Cut off Date	Work / Equipment added after COD and Beyond Cut off Date	Amount Capitalised / Proposed to be Capitalised	Where equipment has been insured & amount claimed from insurance proceeds	Regulation under which claimed	Justification	Admitted Cost ¹
1	2	3	4	5	6	7	8	9
Opening Capital Cost		Capital cost as on 01.03.2014						217,568.47
	From 02/03/2014 to 31/03/2014	Refer Appendix-I to Form-9		387.68	Yes			217,956.15
	2014-15			9,187.21				227,143.36
	2015-16			5,117.23				232,260.59
	2016-17			4,959.21				237,219.80
	Total							

Refer Appendix-I to FORM-9 for summary of projected additional capitalisation for the period 2012-13 to 2013-14 including the release of Liability pertaining to COD.

¹ In case of the project has been completed and any tariff notification(s) has already been issued in the past by Govt. of India, fill column 8 giving the cost as admitted for the purpose of tariff notification already issued by (Name of the authority) (Enclosed copy of Tariff Order)

Note:

1. Fill the form in chronological order year wise along with detailed justification clearly bringing out the necessity and the benefits accruing to the beneficiaries.
2. In case initial spares are purchased along with any equipment, then the cost of such spares should be indicated separately, e.g. Rotor- 50 Crs. Initial spares - 5 Crs.

For Gupta, Gupta & Associates
Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division



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Appendix-I to Form-9

Additional capitalisation after COD (i.e. 01.03.2014 to 31.03.2014)

Sl. No.	Description	ACCOUNTING HEAD	Addition 01.03.2014 to 31.03.2014
1	Land – Freehold	410101	0
2	Land – Leasehold	410111	0
3	Land – Right of Use	410121	0
4	Roads and Bridges	4102	0
5	Buildings	4103	246,757
6	Buildings containing GPM		0
7	Railway sidings	4105	0
8	Hydraulic Works (Dams, Water Conductor system, Hydro mechanical gates, tunnels)	4106	0
9	Generating Plant and machinery	4107	0
10	Plant and machinery Sub station	4108	0
11	Plant and machinery Transmission lines	4109	4,700,249
12	Plant and machinery Others	4110	9,100,000
13	Construction Equipment	4111	0
14	Water Supply System/Drainage and Sewerage	4112	0
15	Electrical installations	4114	0
16	Vehicles	4115	0
17	Aircraft/ Boats	4116	0
18	Furniture and fixture	4117	99,607
19	Computers	4118	142,911
20	Communication Equipment	4119	-2
21	Office Equipments	4120	11,164
22	Research and Development	4121	0
23	Computer Software	4122	0
24	Other assets	4125	7,808
25	Capital Expenditure on assets Not Owned by Company	4126	0
26	Tangible Assets of minor value >750 and < Rs.5000	4128	216,766
27	Obsolete / surplus assets	4130	57,840
	Total		14,583,100



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Appendix-II to Form-9

Additional capitalisation after COD (i.e. 01.03.2014 to 31.03.2014)

Regulation-9(1)(ii) - Works deferred for execution

Sl. No.	Account	Account Description	Object Description	Amount (₹)	Remarks
		BUILDINGS			
1	410325	RESIDENTIAL BUILDING-PERMANENT	D-SPL QTR (2 NO.)	246,757	For protection from snow and rain, a shade is prepared in the front of D type Quarter presently used as guest house. It is in original scope of work.
		TOTAL		246,757	
		PLANT AND MACHINERY -TRANSMISSION LINES (INCLUDING FOUNDATION)			
2	410904	INTERNAL DISTRIBUTION LINES IN TOWNSHIP AND WORK SITES, ETC.	HT PANEL BOARD HAVING 7 NO. VCB FOR SUBSTATION A & B AT NOWPORA COLONY	4,700,249	It is in original scope of work.
		TOTAL		4,700,249	
		PLANT AND MACHINERY-OTHERS			
3	411002	DIESEL GENERATING SETS	AMF CUM SYNCHRONISING PANEL	1,400,000	It is in original scope of work.
4	411002	DIESEL GENERATING SETS	500 KVA DG SET, MAKE CUMMINS MODEL-KTA-19-G9/R	3,850,000	It is in original scope of work.
5	411002	DIESEL GENERATING SETS	500 KVA DG SET, MAKE-CUMMINS MODEL-KTA-19-G9/R	3,850,000	It is in original scope of work.
		TOTAL		9,100,000	
		FURNITURE & FIXTURES			
6	411701	FURNITURE-FIXTURES-OFFICE	SINGLE DOOR PERSONAL LOCKER UNIT	9,737	It is in original scope of work.
7	411701	FURNITURE-FIXTURES-OFFICE	TWO DOOR PERSONAL LOCKER UNIT WITHOUT STAND	8,904	It is in original scope of work.
8	411701	FURNITURE-FIXTURES-OFFICE	TWO DOOR PERSONAL LOCKER UNIT WITHOUT STAND	8,904	It is in original scope of work.
9	411701	FURNITURE-FIXTURES-OFFICE	FOUR DOOR PERSONAL LOCKER UNIT WITHOUT STAND	10,245	It is in original scope of work.
10	411701	FURNITURE-FIXTURES-OFFICE	BOOK CASE (4 DOOR BOOK CASE), GODREJ	20,607	It is in original scope of work.
11	411701	FURNITURE-FIXTURES-OFFICE	BOOK CASE (4 DOOR BOOK CASE), GODREJ	20,607	It is in original scope of work.
12	411701	FURNITURE-FIXTURES-OFFICE	BOOK CASE (4 DOOR BOOK CASE), GODREJ	20,607	It is in original scope of work.
13	411702	FURNITURE-FIXTURES-RESIDENTIAL	35 LTRS KHAITAN GEYSER, 230V, 50HZ, SINGLE PHASE AC, 2KW	-1	Unserviceable
14	411702	FURNITURE-FIXTURES-RESIDENTIAL	STORAGE WATER HEATER (CROMPTON GREAVES)	-1	Unserviceable (Refer Sl. No.219 below)
15	411702	FURNITURE-FIXTURES-RESIDENTIAL	STORAGE WATER HEATER (CROMPTON GREAVES)	-1	Unserviceable (Refer Sl. No.220 below)
16	411702	FURNITURE-FIXTURES-RESIDENTIAL	STORAGE WATER HEATER (CROMPTON GREAVES)	-1	Unserviceable (Refer Sl. No.221 below)
		TOTAL		99,607	
		COMPUTERS			
17	411803	PRINTERS	ELECTRONIC LABEL PRINTER, MODEL PT 9700	49,870	It is in original scope of work.
18	411803	PRINTERS	HP-1022	-1	Unserviceable (Refer Sl. No.211 below)
19	411803	PRINTERS	HP-3050	-1	Unserviceable (Refer Sl. No.208 below)
20	411803	PRINTERS	HP MAKE INKJET PRINTER K 7108	-1	Unserviceable (Refer Sl. No.212 below)
21	411803	PRINTERS	PRINTER HP INK JET 9300 A3	-1	Unserviceable (Refer Sl. No.218 below)
22	411803	PRINTERS	HP LESERJET PRINTER-1020 WITH 600*600DPI A4.SIZE PAPER	-1	Unserviceable (Refer Sl. No.185 below)
23	411803	PRINTERS	HP-5200 N-A3 LAGERJET	-5,911	Unserviceable (Refer Sl. No.181 below)
24	411803	PRINTERS	HP-5200 N-A3 LAGERJET	-5,911	Unserviceable (Refer Sl. No.182 below)

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25	411803	PRINTERS	HP-5200 N-A3 LAGERJET	-5,911	Unserviceable (Refer SI. No.183 below)
26	411803	PRINTERS	PRINTER HP LESER JET-1160	-1	Unserviceable (Refer SI. No.209 below)
27	411803	PRINTERS	PRINTER HP LESER JET-1160	-1	Unserviceable (Refer SI. No.210 below)
28	411803	PRINTERS	PRINTER HP LESER JET-1160	-1	Unserviceable (Refer SI. No.216 below)
29	411803	PRINTERS	PRINTER HP LESER JET-1160	-1	Unserviceable (Refer SI. No.217 below)
30	411801	COMPUTERS	COMPUTER P-IV	-1	Unserviceable (Refer SI. No.214 below)
31	411801	COMPUTERS	DESKTOP COMPUTER MODEL D820 DUEL CORE HP COMPAQ 256 MB DDR	-1	Unserviceable (Refer SI. No.215 below)
32	411801	COMPUTERS	DESKTOP PC HP 8000 INTEL CORE I-5-650 3.20 GHZ, 4 GB DDR3 RAM, 320 GB SATA HDD, 18.5 TFT DVD WRITER	-10,207	Unserviceable (refer SI. No.180 below)
33	411804	OTHER EDP EQUIPMENTS	650 KVA OFFLINE UPS	-1	Unserviceable (Refer SI. No.184 below)
34	411804	OTHER EDP EQUIPMENTS	650 KVA OFFLINE UPS	-1	Unserviceable (Refer SI. No.189 below)
35	411804	OTHER EDP EQUIPMENTS	650 KVA OFFLINE UPS	-1	Unserviceable (Refer SI. No.190 below)
36	411804	OTHER EDP EQUIPMENTS	UPS 1 KVA OFFLINE	-5,000	Unserviceable (Refer SI. No.251 below)
37	411804	OTHER EDP EQUIPMENTS	800 VA LINE INTERACTIVE UPS	-1	Unserviceable (Refer SI. No.191 below)
38	411804	OTHER EDP EQUIPMENTS	800 VA LINE INTERACTIVE UPS	-1	Unserviceable (Refer SI. No.192 below)
39	411804	OTHER EDP EQUIPMENTS	800 VA LINE INTERACTIVE UPS	-1	Unserviceable (Refer SI. No.132 below)
40	411804	OTHER EDP EQUIPMENTS	3 DB GAIN VHF MOBILE WHIP ANTENNA WITH 3 METER CABLE MINI CONNECTOR	-1	Unserviceable
41	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 NO.'S	21,000	It is in original scope of work.
42	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 Nos.	21,000	It is in original scope of work.
43	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 Nos.	21,000	It is in original scope of work.
44	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 Nos.	21,000	It is in original scope of work.
45	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 Nos.	21,000	It is in original scope of work.
46	411804	OTHER EDP EQUIPMENTS	FLOOR STADING RACK 22U 600 X 600 WITH ACD - 6 SOCKET 5 AMP-WHITE-1 NO., SHELF (375 MMN) - 2 Nos.	21,000	It is in original scope of work.
47	411804	OTHER EDP EQUIPMENTS	HP SCANJET G2410 SCANNER	-1	Unserviceable (Refer SI. No.188 below)
		TOTAL		142,911	
		COMMUNICATION EQUIPMENTS			
48	411903	INTERIOR COMMUNICATION EQUIPMENTS	DLINK MAKE LAN EXTENDER 2 MBPS G SHDSL WITH ROUTING FEATURES AND DISTANCE UPTO 5 KM AS PER DGS&D	-1	Unserviceable (Refer SI. No.186 below)
49	411903	INTERIOR COMMUNICATION EQUIPMENTS	DLINK MAKE LAN EXTENDER 2 MBPS G SHDSL WITH ROUTING FEATURES AND DISTANCE UPTO 5 KM AS PER DGS&D	-1	Unserviceable (Refer SI. No.187 below)
		TOTAL		-2	
		OFFICE EQUIPMENTS			
50	412007	TRANSIT HOSTEL/GUEST HOUSE EQUIPMENTS	AQUAGUARD -TOTAL NF (RO)	-9,936	Unserviceable (Refer SI. No.171 below)
51	412007	TRANSIT HOSTEL/GUEST HOUSE EQUIPMENTS	INDUCTION COOK TOP(PRESTIGE)	5,000	It is in original scope of work.
52	412020	OTHER OFFICE EQUIPMENTS	MICROWAVE OVEN	16,100	It is in original scope of work.
		TOTAL		11,164	
		OTHER ASSETS			
53	412501	TELEVISIONS/MUSIC SYSTEMS OTHER THAN FOR OFFICE, PROJECTORS, AUDIO VISUALS EQUIPMENTS	SONY DIGITAL CYBER SHOT CAMERA SL No	-10,139	Unserviceable (Refer SI. No.178 below)

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103	412801	FIXED ASSETS OF MINOR VALUE >750<5000	800 VA UPS (MAKE MICROTECH)	3.400	It is in original scope of work.
104	412801	FIXED ASSETS OF MINOR VALUE >750<5000	MOBILE PHONE NOKIA ASHA 210	4.690	It is in original scope of work.
105	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FIXED CELLULAR TERMINAL (FCT)	2.700	It is in original scope of work.
106	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FIXED CELLULAR TERMINAL (FCT)	2.700	It is in original scope of work.
107	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
108	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
109	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
110	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
111	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
112	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
113	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LIU 12 PORT RACK MOUNT BLK WITH SPLICE TRAY AND CABLE SPOOL, DIGILINK, DFBOX12RXXXX	3.415	It is in original scope of work.
114	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
115	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
116	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
117	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
118	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
119	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
120	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
121	412801	FIXED ASSETS OF MINOR VALUE >750<5000	DG-MC 5123 10/100 MBPS TO 100 BASE-FX MEDIA CONVERTER (SINGLE MODE 20 KMS)	4.300	It is in original scope of work.
122	412801	FIXED ASSETS OF MINOR VALUE >750<5000	GODREJ CHAIR 7B	-1	Unserviceable (refer SI. No.172 below)
123	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BLOWER HEATER (HEAT (CONVECTOR USHA LEXUS)	-1	Unserviceable (Refer SI. No.225 below)
124	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BLOWER HEATER (HEAT (CONVECTOR USHA LEXUS)	-1	Unserviceable (Refer SI. No.226 below)
125	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BLOWER HEATER (HEAT (CONVECTOR USHA LEXUS)	-1	Unserviceable (Refer SI. No.227 below)
126	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BLOWER HEATER (HEAT (CONVECTOR USHA LEXUS)	-1	Unserviceable (Refer SI. No.228 below)
127	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BAJAJ CEILING FAN-BAJAJ BAHAR-1200 MM SWEEP COMPLETE	-1	Unserviceable (Refer SI. No.229 below)
128	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BAJAJ CEILING FAN-BAJAJ BAHAR-1200 MM SWEEP COMPLETE	-1	Unserviceable (Refer SI. No.230 below)
129	412801	FIXED ASSETS OF MINOR VALUE >750<5000	BAJAJ CEILING FAN-BAJAJ BAHAR-1200 MM SWEEP COMPLETE	-1	Unserviceable (Refer SI. No.231 below)
130	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN USHA MAKE 1200 MM SIZE	-1	Unserviceable (Refer SI. No.232 below)
131	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN USHA MAKE 1200 MM SIZE	-1	Unserviceable (Refer SI. No.233 below)
132	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN USHA MAKE 1200 MM SIZE	-1	Unserviceable (Refer SI. No.234 below)
133	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN (CROMPTON GREAVES)	-1	Unserviceable (Refer SI. No.235 below)
134	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN (CROMPTON GREAVES)	-1	Unserviceable (Refer SI. No.236 below)
135	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN (CROMPTON GREAVES)	-1	Unserviceable (Refer SI. No.237 below)
136	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN (CROMPTON GREAVES)	-1	Unserviceable (Refer SI. No.238 below)
137	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FANS (ORIENT)	-1	Unserviceable (Refer SI. No.239 below)
138	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FANS (ORIENT)	-1	Unserviceable (Refer SI. No.240 below)
139	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FANS (ORIENT)	-1	Unserviceable (Refer SI. No.241 below)
140	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FANS (ORIENT)	-1	Unserviceable (Refer SI. No.242 below)
141	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FANS (ORIENT)	-1	Unserviceable (Refer SI. No.243 below)

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142	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FAN CEILING 1200MM BAJAJ BAHAR WITH FAN DIMMER ANCHOR MADE	-1	Unserviceable (Refer SI. No.244 below)
143	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FAN CEILING 1200MM BAJAJ BAHAR WITH FAN DIMMER ANCHOR MADE	-1	Unserviceable (Refer SI. No.245 below)
144	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FAN CEILING 1200MM BAJAJ BAHAR WITH FAN DIMMER ANCHOR MADE	-1	Unserviceable (Refer SI. No.246 below)
145	412801	FIXED ASSETS OF MINOR VALUE >750<5000	FAN CEILING 1200MM BAJAJ BAHAR WITH FAN DIMMER ANCHOR MADE	-1	Unserviceable (Refer SI. No.247 below)
146	412801	FIXED ASSETS OF MINOR VALUE >750<5000	CEILING FAN BAJAJ MAKE	-1	Unserviceable (Refer SI. No.248 below)
147	412801	FIXED ASSETS OF MINOR VALUE >750<5000	APC UPS 800VA	-1	Unserviceable (Refer SI. No.194 below)
148	412801	FIXED ASSETS OF MINOR VALUE >750<5000	UPS	-1	Unserviceable (Refer SI. No.195 below)
149	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No. 173 below)
150	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No. 174 below)
151	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No. 175 below)
152	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No. 176 below)
153	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No. 177 below)
154	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No.196 below)
155	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No.197 below)
156	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No.198 below)
157	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No.199 below)
158	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LINE INTERACTIVE UPS (0.8KVA), BRAND-PULSETECH	-1	Unserviceable (Refer SI. No.200 below)
159	412801	FIXED ASSETS OF MINOR VALUE >750<5000	UPS CLASSIC 625 V AMP/0.8 KVA	-1	Unserviceable (Refer SI. No.201 below)
160	412801	FIXED ASSETS OF MINOR VALUE >750<5000	800 VA LINE INTERACTIVE UPS	-1	Unserviceable (Refer SI. No.202 below)
161	412801	FIXED ASSETS OF MINOR VALUE >750<5000	800 VA LINE INTERACTIVE UPS	-1	Unserviceable (Refer SI. No.203 below)
162	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LUMINOS UPS 800 VA	-1	Unserviceable (Refer SI. No.204 below)
163	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LUMINOS UPS 800 VA	-1	Unserviceable (Refer SI. No.205 below)
164	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LUMINOS UPS 800 VA	-1	Unserviceable (Refer SI. No.206 below)
165	412801	FIXED ASSETS OF MINOR VALUE >750<5000	LUMINOS UPS 800 VA	-1	Unserviceable (Refer SI. No.207 below)
166	412801	FIXED ASSETS OF MINOR VALUE >750<5000	SAFETY SEARCH LIGHT AP102	-1	Unserviceable (Refer SI. No.250 below)
167	412801	FIXED ASSETS OF MINOR VALUE >750<5000	HP MAKE SCANNER 2410	-1	Unserviceable (Refer SI. No.213 below)
168	412801	FIXED ASSETS OF MINOR VALUE >750<5000	RACOLD (ALTRO) GEYSERS 35 LTR. CAPACITY (VERTICAL)	-1	Unserviceable (Refer SI. No.223 below)
169	412801	FIXED ASSETS OF MINOR VALUE >750<5000	RACOLD (ALTRO) GEYSERS 35 LTR. CAPACITY (VERTICAL) - TRANSFRED 9 NO. TO KGHP	-1	Unserviceable (Refer SI. No.224 below)
170	412801	FIXED ASSETS OF MINOR VALUE >750<5000	INSECT KILLER MACHINE -AVRO FLYKIL-LITE MODEL KILLER-500	-1	Unserviceable (Refer SI. No.249 below)
		TOTAL		216,766	
		OBSOLETE/SURPLUS ASSETS			
171	413001	OBSOLETE ASSETS AWAITING DISPOSAL	AQUAGUARD -TOTAL NF (RO)	9,732	Unserviceable assets awaiting dispoal (Refer SI. No 50 above)
172	413001	OBSOLETE ASSETS AWAITING DISPOSAL	GODREJ CHAIR 7B	1	Unserviceable assets awaiting dispoal (Refer SI. No.122 above)
173	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS (MAKE:PULSETECH 800VA)	1	Unserviceable assets awaiting dispoal (Refer SI. No.149 above)
174	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS (MAKE:PULSETECH 800VA)	1	Unserviceable assets awaiting dispoal (Refer SI. No.150 above)
175	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS (MAKE:PULSETECH 800VA)	1	Unserviceable assets awaiting dispoal (Refer SI. No.151 above)
176	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS (MAKE:PULSETECH 800VA)	1	Unserviceable assets awaiting dispoal (Refer SI. No.152 above)
177	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS (MAKE:PULSETECH 800VA)	1	Unserviceable assets awaiting dispoal (Refer SI. No.153 above)
178	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CAMERA SONY	9,872	Unserviceable assets awaiting dispoal (Refer SI. No 53 above)
179	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CAMERA SONY	9,871	Unserviceable assets awaiting dispoal (Refer SI. No 54 above)
180	413001	OBSOLETE ASSETS AWAITING DISPOSAL	COMPUTER	7,417	Unserviceable assets awaiting dispoal (Refer SI. No.32 above)
181	413001	OBSOLETE ASSETS AWAITING DISPOSAL	PRINTER 5200N	5,911	Unserviceable assets awaiting dispoal (Refer SI. No.23 above)
182	413001	OBSOLETE ASSETS AWAITING DISPOSAL	PRINTER 5200N	5,911	Unserviceable assets awaiting dispoal (Refer SI. No.24 above)
183	413001	OBSOLETE ASSETS AWAITING DISPOSAL	PRINTER 5200N	5,911	Unserviceable assets awaiting dispoal (Refer SI. No.24 above)
184	413001	OBSOLETE ASSETS AWAITING DISPOSAL	UPS	1	Unserviceable assets awaiting dispoal (Refer SI. No.33 above)
185	413001	OBSOLETE ASSETS AWAITING DISPOSAL	PRINTER 1020	1	Unserviceable assets awaiting dispoal (Refer SI. No.22 above)

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237	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 135 above)
238	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 136 above)
239	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 137 above)
240	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 138 above)
241	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 139 above)
242	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 140 above)
243	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 141 above)
244	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 142 above)
245	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 143 above)
246	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 144 above)
247	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 145 above)
248	413001	OBSOLETE ASSETS AWAITING DISPOSAL	CEILING FAN	1	Unserviceable assets awaiting disposal (Refer Sl. No 146 above)
249	413001	OBSOLETE ASSETS AWAITING DISPOSAL	INSECT KILLER	1	Unserviceable assets awaiting disposal (Refer Sl. No 170 above)
250	413001	OBSOLETE ASSETS AWAITING DISPOSAL	SEARCH LIGHT	1	Unserviceable assets awaiting disposal (refer Sl. No 166 above)
251	413001	OBSOLETE ASSETS AWAITING DISPOSAL	1KVA OFFLINE UPS	3,142	Unserviceable assets awaiting disposal (Refer Sl. No 36 above)
TOTAL				57,840	
GRAND TOTAL				14,583,100	

For Gupta, Gupta & Associates
Chartered Accountants

Partner




For NHPC Ltd.


(A.K. Pandey)
CE (Commercial)
Commercial Division

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Name of the unit : URI-II POWER STATION

DETAILS OF CONTINGENT LIABILITIES S AS ON 31.03.2014

Amount in Rupees

Sr. No.	PARTICULARS	NAME OF PARTY / WORK	CONTINGENT LIABILITY AS ON 31/03/2014
A.	CAPITAL WORKS		
a)	CASES AGAINST WHICH ARBITRATION HAS BEEN AWARDED		
1	Construction of Surgeshaft road	M/s Shah & Co, Srinagar	3,609,000
	SUB TOTAL		3,609,000
b)	CASES UNDER ARBITRATION/ADJUDICATION.		
2	Lot 1: Civil Works Arbitration Dispute No.1	HCC Limited	5,302,560,736
3	Lot 1: Civil Works Arbitration Dispute No.2	HCC Limited	3,093,437,303
4	Lot 1: Civil Works Arbitration Dispute No.3	HCC Limited	2,577,800,000
5	Investigation, Design & Construction of Bandi Bridge	M/s Jagdish Chand Gupta	57,204,080
6	Claim of persons due to collapse of Bandi bridge	Shareefa Jan & Others	4,000,000
7	Claim under Workmen's Compensation Act 1923	Smt Padma Devi	1,200,000
8	Claim under Workmen's Compensation Act 1923	Mohd Amin Hajam	1,500,000
9	Civil suit for death due collapse of Bandi bridge	Mohd Arif Seer	3,000,000
10	Claim under Workmen's Compensation Act 1923	Tariq Ahmad Nazar	2,000,000
	SUB TOTAL		11,042,702,119
c)	CASES UNDER EXAMINATION BY THE MANAGEMENT		
11	Lot 3: E&M Works - Cost Claim No. 3	M/s Alstom	301,960,972
12	Lot 3: E&M Works - Cost Claim No. 4	M/s Alstom	258,903,230
13	Lot 3: HM Works - Cost Claim No. 1	M/s Om Metals SPML JV	118,413,185
14	Lot 1: Civil Works - Extra/Substituted Items	HCC Limited	14,353,000
15	Investigation, Design & Construction of Dachhi Bridge	M/s Shamlal Gupta	7,136,155
16	Extension plan for Catchment Area Treatment	Forest Department, J&K	34,113,000
	SUB TOTAL		734,879,542
	SUB TOTAL- CAPITAL WORKS (A)		11,781,190,661
B.	LAND COMPENSATION CASES		
	SUB TOTAL- LAND COMPENSATION CASES (B)		-
C	OTHER CASES		
16	Disputed Income Tax Demand	ITO (TDS), Srinagar	672663
17	Disputed Sales Tax Demand	CTO, Baramulla	-
	Disputed Service Tax Demand		-
18	Others: Entry Tax on TRCM	AA, CommTax, Lakhanpur	9067146
	SUB TOTAL- OTHER CASES (C)		9,739,809
	GRAND TOTAL (A+B+C)		11,790,930,470



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Appendix-III to Form-9

Additional capitalisation projected to be incurred on the following accounts within the original scope of work after the date of commercial operation and upto the cut-off date:

Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
A.		Works defered for execution:					
(a)	410111	Land	1091.06	0	1091.06	0	The projected amount of INR 10.91 Crores is to be incurred to aquire balance land out of sanctioned area based on DPR including compensation, if any. As per DPR, the total area of land to be acquired by Uri-II was 206 Hectare whereas till date 150 hectare land has been acquired by NHPC and 28.13 hactare which is in submergence due to reservoir impounding is under the process of aquisition (178.13 Hectare). The projected amount of INR 10.91 Cr. is the balance amount out of the total sanctioned amount of INR 83.61 Cr to be used for aquisition of balance piece of land.
(b)	437531	Envionment & Ecology	1143.91				
	437531	Catch Area Treatment Plan	161.13	0	0	161.13	The projected amount under this head is an additional amount which has been created based on extension plan of CAT plan proposed by Forest department and increase in scope of work of fishery intimated vide MoM dt. by fishery department during meeting of Environemental monitoring committee held in December'2013. The differential amount w r. to RCE has been capitalised.
	437531	Biodiversity Conservation and Management Plan	0.00	0	0	0.00	
	437531	Fisheries Development	447.40	0	0	447.40	
	437531	Public health Management System	65.00	0	0	65.00	
	437531	Provision of LPG and Energy Conservation Measures	136.63	0	0	136.63	
	437531	Restoration of Muck Disposal Sites	184.50	0	0	184.50	
	437531	Landscaping and restoration of quarries and construction areas	71.00	0	0	71.00	
	437531	Creation of Green Belt around Reservoir periphery and Voluntary Afforestation	32.73	0	0	32.73	
	437531	Solid Waste Management	30.00	0	0	30.00	
	437531	Diasater Management Plan	7.76	0	0	7.76	
	437531	Envionmental Studies	7.76	0	0	7.76	
(c)		Works					
(c1)		Balance Major Civil Works under the scope of Lot-1: Civil Contractor	1686.51				The work under this head is as per original scope of Lot-1 Civil Works
(i)		DAM	449.00				
	410601	Right Bank protection work above 1300 EL	140.00	140.00			
	410601	Architectural Works	75.00	75.00			
	410601	Other Micilleneous works	154.00	154.00			
	410601	Illumination	80.00	80.00			
(ii)	410602	Open Channel and desilting basin	284.86				
	410602	Grass Turfing along cut slope of open channel	103.20	103.20			
	410602	Cath water drain along berm of open channel	59.20	59.20			
	410602	Illumination	80.00	80.00			
	410602	Parapet alongwith open channel	42.46	42.46			
(iii)	410604	Forebay silt flushing and surplus eacape	57.84				
	410604	Grass Turfing along cut slope of surplus	27.64	27.64			

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Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification	
				2014-15	2015-16	2016-17		
	410604	Right bank Protection of open channel berm along the river	30.20	30.20				
(iv)	410604	Head Race Tunnel (finishing around plug)	8.30	8.30				
(v)	410604	HRT Adits	32.88					
	410604	Overt lining in Adit #3	32.88	32.88				
(vi)	410604	Pressure shaft and penstock	159.66					
	410604	Overt lining in Adit to pressure shaft top	89.75	89.75				
	410604	Consolidation grouting of Adit to pressure shaft top	40.36	40.36				
	410604	Additional rock protection in poor reach of adit to pressure shaft	29.55	29.55				
(vii)	410303	Pothead yard	102.45					
	410303	Architectural work	74.55	74.55				
	410303	Balance fencing	21.12	21.12				
	410303	Balance Hatch cover	6.78	6.78				
(viii)	410607	Downstream Surge Galary	194.51					
	410607	Balance overt lining of DSSG	61.12	61.12				
	410607	Balance invert lining of DSSG	69.62	69.62				
	410607	Balance invert lining of Adit to DTGH	20.53	20.53				
	410607	Balance contact and consolidation grouting	25.42	25.42				
	410607	Other Micilleneous works	17.82	17.82				
(ix)	410301	Power House Complex	308.66					
	410301	Balance Concrete overt lining of MAT	50.00	50.00				
	410301	Architectural Work	206.65	206.65				
	410301	Balance Rock protection Work	27.01	27.01				
	410301	Balabce Hatch Cover	25.00	25.00				
(x)	410607	Upstream surge shaft	6.02					
	410607	safety net over surge shaft top	6.02	6.02				
(xi)	410607	Tail Race Tunnel	6.10					
	410607	Balance Misc. works at Plug	6.10	6.10				
(xii)	410607	TRT Adit	41.27					
	410607	Invert Lining	41.27	41.27				
(xiii)	410606	TRT Outlet	34.96					
	410606	Rock paving along the formation slope of nalaha	34.96	34.96				
(c2)		Balance Major Civil Works not under the scope of Lot-1: Civil Contractor	13304.17					
(i)		DAM	3090.00					
	410601	Plunge Pool Left Bank protection	1703.00	1703.00				The work is in progress w.e.f Dec-2013 and is likely to be completed. This is part of original scope of work.
	410601	Plunge Pool Right Bank protection	1052.00	1052.00				This is part of original scope of work.
	410601	Construction of boundry wal from RD 0 to 1281 m along NH-1A in Salamabad	125.00	40.00	85.00			This is part of original scope of work.
	410601	Providing Chain link fencing from NH-1A to Dachi bridge.	10.00	10.00				This is part of original scope of work.
	410601	Construction of Storeshed and other misc. works	50.00		50.00			This is part of original scope of work.
	410601	Shortcrete work on right bank below EL 1300 at Dam axis	100.00	0.00	100.00			This is part of original scope of work.
	410601	construction of catch water drain above EL 1300 m road.	50.00		50.00			This is part of original scope of work.
(ii)	410301	Power House	778.44					
	410301	Steel ribs and backfill concrete in poor reach of MAT	216.00	216.00				This is part of original scope of work.
	410301	Wall cladding in Powerhouse	120.00	2.50	117.50			This is part of original scope of work.
	410301	Suspended ceiling in Transformer Hall	66.00	66.00				This is part of original scope of work.
	410301	Suspended ceiling in MIV Hall	29.25	29.25				This is part of original scope of work.

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Sl. No.	HOA	Description of Items	Total amount In Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	410301	Gate at Main Access tunnel Entrance and DSSG	6.00	6.00			This is part of original scope of work.
	410301	Protection of DTGH /MAT area	104.31	0.00	104.31		This is part of original scope of work.
	410301	concrete of MAT road	33.00	33.00			This is part of original scope of work.
	410301	concrete of DTGH road	42.90	0.00	42.90		This is part of original scope of work.
	410301	Gate at TC Hall Entrance	3.00	3.00			This is part of original scope of work.
	410301	Fencing along NH -1 above MAT road	16.50	0.00	16.50		This is part of original scope of work.
	410301	Fencing along MAT road	16.50	16.50			This is part of original scope of work.
	410301	Furniture for conference hall	20.00	20.00			This is part of original scope of work.
	410301	Furniture for office	20.00	20.00			This is part of original scope of work.
	410301	Furniture for Control Room	10.00	10.00			This is part of original scope of work.
	410301	Utensil and pantry accessories for PH Pantry	0.50	0.50	0.00	0.00	This is part of original scope of work.
	410301	security post and gate at MAT road	9.00	9.00	0.00	0.00	This is part of original scope of work.
	410301	Waiting room at MAT Portal	25.00	0.00	0.00	25.00	This is part of original scope of work.
	410301	Civil Maintanance office at Powerhouse	25.00			25.00	This is part of original scope of work.
	410301	Misc. works	10.48	0.00	5.48	5.00	This is part of original scope of work.
	410301	landscaping and beautification at portal	5.00	0.00	5.00	0.00	This is part of original scope of work.
(iii)	410606	TRT Outlet	79.00				
	410606	Providing Toe protection along the nallah embankment/beam at TRT outfall	8.50	8.50			This is part of original scope of work.
	410606	Construction of check dam at TRT outfall	22.00	22.00			This is part of original scope of work.
	410606	Providing Protection to the L/S Hill slope beyond wier portion of TRT outfall	5.00	5.00			This is part of original scope of work.
	410606	Providing fencing at TRT outlet area	12.00	12.00			This is part of original scope of work.
	410606	Providing protection to the Right bank of nallah along NH-1A	12.00	8.00	4.00		This is part of original scope of work.
	410606	Providing steel gate at Adit-4 Portal	2.50	2.50			This is part of original scope of work.
	410606	Disel dewatering pumps and its accessories for dewatering of seepage from Adit#4 pilot gale	17.00	0.00	17.00		This is part of original scope of work.
(iv)	410607	Surge Shaft Area	99.00				
	410607	Land scaping and beautification of the area around surge shaft	5.00	0.00	5.00	0.00	This is part of original scope of work.
	410607	Providing fencing at surge shaft	5.00	5.00	0.00	0.00	This is part of original scope of work.
	410607	Protection work of approach road to surge shaft	9.00	0.00	9.00	0.00	This is part of original scope of work.
	410607	Construction of CISF barrac at surge shaft	80.00	0.00	80.00	0.00	This is part of original scope of work.
(v)		Building Works	4254.72				
	412503	Supply, Installation, testing and commissioning of 3 nos. electronic boom barrier and tyre ripper.	20.00	20.00			This is part of original scope of work.
	410328	Construction of children park at salamabad	30.00	0.00	30.00		This is part of original scope of work.
	410328	Development of park at Nowpora	87.45	30.00	0.00	57.45	This is part of original scope of work.
	411201	Providing storm water drains / Nallah diversion works at Nowpora/Salamabad	25.00	10.00	15.00	0.00	This is part of original scope of work.
	410324	Construction of executive club at Nowpora.	200.00	0.00	0.00	200.00	This is part of original scope of work.
	410325	Construction of CISf accommodations/quarter guard/Bunkers at Nowpora & Salamabad.	1000.00	0.00	500.00	500.00	This is part of original scope of work.
	410328	Construction of canteen/record room at salamabad /nowpora	25.00	0.00	25.00	0.00	This is part of original scope of work.
	410328	Construction of workshop/ store at Nowpora/Salamabad	200.00	0.00	100.00	100.00	This is part of original scope of work.
	410328	Const. of boundary wall of Bank & Post office in Nowpora colony	15.00	0.00	15.00	0.00	This is part of original scope of work.
	410322	Const. of boundary wall of Nursery school	6.00	0.00	6.00	0.00	This is part of original scope of work.
	410328	Const. of boundary wall for VIP guest house	15.00	15.00	0.00	0.00	This is part of original scope of work.
	410304	Const. of boundary wall for Office building at Nowpora.	30.00	30.00	0.00	0.00	This is part of original scope of work.
	410325	Bench Development for CISF accomodation / others.	28.00	0.00	0.00	28.00	This is part of original scope of work.

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Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	410328	Construction of retaining wall and breast wall near petrol pump - backside of A-type quarters and steps etc. at Nowpora.	20.00	5.00	10.00	5.00	This is part of original scope of work.
	437532	Providing consultancy services for investigation, planning, design for restoration of collapsed portion of the permanent bridge across river Jhelum near Bandi	15.50	0.00	15.50	0.00	This is part of original scope of work.
	411201	RCC water tank platform for C-type, D-type, D-spl., E-type Quarters	25.44	0.00	25.44	0.00	This is part of original scope of work.
	410328	Chequered platework around the sub station	8.00	8.00	0.00	0.00	This is part of original scope of work.
	410328	Development of Play Ground at Nowpora	40.00	0.00	40.00	0.00	This is part of original scope of work.
	410325	Providing wooden fencing at all Quarters of Nowpora Colony	50.00	0.00	0.00	50.00	This is part of original scope of work.
	410328	Construction of view points at dam/power house/Nowpora/salambad	25.00	0.00	25.00	0.00	This is part of original scope of work.
	410328	Construction of quarter guard for CISF	14.00	0.00	14.00	0.00	This is part of original scope of work.
	410328	Swimming pool at Nowpora	50.00	0.00	0.00	50.00	This is part of original scope of work.
	410328	Auditorium/hall	100.00	0.00	0.00	100.00	This is part of original scope of work.
	410328	Rain water harvesting	20.00	0.00	20.00	0.00	This is part of original scope of work.
	410328	Providing Parking sheds at Nowpora/Salamabad	50.00	0.00	50.00	0.00	This is part of original scope of work.
	410328	Providing and fixing sign boards at Nowpora/Salamabad/dam site/powerhouse site	10.00	5.00	5.00	0.00	This is part of original scope of work.
	410328	Providing platforms / retaining walls / protection works for Nowpora / Salamabad	20.00	8.00	7.00	5.00	This is part of original scope of work.
	411202	Installation of sewage treatment plant at Uri-II residential cum office complex.	70.00	0.00	70.00	0.00	This is part of original scope of work.
	410328	Check post, Petrol pump office, Telephone exchange and Pump station etc.	7.00	7.00	0.00	0.00	This is part of original scope of work.
	410328	Development of landscaping/horticulture at Nowpora/Salamabad.	70.00	0.00	70.00	0.00	This is part of original scope of work.
	410201	Providing wearing coat over existing internal WBM roads at Nowpora/Salamabad	333.41	333.41	0.00	0.00	This is part of original scope of work.
	410325	Residential Building A-Type	118.49	0.00	0.00	118.49	This is part of original scope of work.
	410325	Residential Building D-Type	157.31	157.31	0.00	0.00	This is part of original scope of work.
	410325	Residential Building Field Hostel	327.95	327.95	0.00	0.00	This is part of original scope of work.
	410324	Non-executive Club	54.94	54.94	0.00	0.00	This is part of original scope of work.
	410328	Community Hall	112.80	112.80	0.00	0.00	This is part of original scope of work.
	410304	Construction of Administrative Block	464.53	464.53	0.00	0.00	This is part of original scope of work.
	410328	Construction of VIP Guest House	228.75	228.75	0.00	0.00	This is part of original scope of work.
	410323	Construction of Dispensary	95.24	95.24	0.00	0.00	This is part of original scope of work.
	410328	Construction of Bank & Post office	30.31	30.31	0.00	0.00	This is part of original scope of work.
	410328	Construction of bench protection wall for development of benches for water tank and CISF Building	26.88	0.00	0.00	26.88	This is part of original scope of work.
	410328	Raising boundary wall and barbed wire fencing at Nowpora	2.72	2.72	0.00	0.00	This is part of original scope of work.
	411201	Drilling of bore well no.-II in Nowpora complex.	25.00	25.00	0.00	0.00	This is part of original scope of work.
(vi)		Roads	1092.52				
	437532	Road at right bank from Bandi for Dachhi	613.28	0.00	0.00	613.28	This is part of original scope of work.
	437532	Right Bank Road RD 1054 to RD 2347					This is part of original scope of work.
	437532	Right Bank Road RD 2347 to RD 3373 & DT road					This is part of original scope of work.
	437532	Right Bank Road RD 1054 to RD 2347					This is part of original scope of work.

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Sl. No.	HOA	Description of Items	Total amount In Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	437532	Realignment of road from Dachhi Bridge to existing road.	41.68	0.00	0.00	41.68	This is part of original scope of work.
	437532	Road to Bandi Colony from Bandi Bridge	36.47	0.00	0.00	36.47	This is part of original scope of work.
	410201	Surge Shaft Road -Pavement concrete at Surge Shaft road	36.39	0.00	0.00	36.39	This is part of original scope of work.
	410201	Side protection ,WBM and concrete pavement road from NH-1A to Dam site at left bank along Power channel	364.70	100.00	264.70	0.00	This is part of original scope of work.
(vii)		Bridges	416.80				
	437532	New bridges over river Jhelum at Bandi	416.80	200.80	216.00	0.00	This is part of original scope of work.
(viii)		HM Works	830.84				
	430608	Oil Filtration Unit	10.00	10.00	0.00	0.00	This is part of original scope of HM work.
	430608	Supply , installation,testing & commissioing of TRCM	667.84	667.84	0.00	0.00	This is part of original scope of HM work.
	430608	Disposal vehicle of TRCM	10.00	10.00	0.00	0.00	This is part of original scope of HM work.
	430608	Mandatory spares to be supplied by the contractor	43.00	43.00	0.00	0.00	This is part of original scope of HM work.
	430608	Log Boom for the Reservoir	100.00	0.00	100.00	0.00	This is part of original scope of HM work.
(ix)		Electrical and Mechanical Works	534.98				
	4107xx	Balance E&M Works	419.00	200.99	218.01		This is part of original scope of E&M work.
	4107xx	security & surveillance system for Power House	115.98	0.00	115.98	0.00	This is part of original scope of work.
(x)		Electrical and communication works	545.57				
	412501	Re-electrification of Bandi Colony	15.00	0.00	15.00	0.00	This is part of original scope of work.
	410904	11 KV Line-2 from Pot Head Yard to Salamabad Sub Station	150.00	0.00	0.00	150.00	This is part of original scope of work.
	410904	11 KV Line-3 from Salamabad Sub Station to DAM & Nowpora colony	68.60	68.60	0.00	0.00	This is part of original scope of work.
	410905	External illumination of Nowpora Colony and Salamabad Complex	35.00	0.00	35.00	0.00	This is part of original scope of work.
	410802	1 No. 500 KVA Transformer for DAM	7.00	7.00			This is part of original scope of work.
	410903	Shifting of 33 KV line at Jabla Nala	10.00	10.00	0.00	0.00	This is part of original scope of work.
	411903	Expansion of EPABX Nowpora Colony and other telephone accessories	12.00	12.00	0.00	0.00	This is part of original scope of work.
	410325	Internal Electrification of Permanent Buildings- Residential D-Type	9.62	9.62	0.00	0.00	This is part of original scope of work.
	410325	Internal Electrification of Permanent Buildings- Residential A-Type	11.11	0.00	0.00	11.11	This is part of original scope of work.
	410328	Internal Electrification of Permanent Buildings- Residential -VIP Guest House	11.27	11.27	0.00	0.00	This is part of original scope of work.
	410321	Internal Electrification of Permanent Buildings- Residential -Field Hostel	23.39	23.39	0.00	0.00	This is part of original scope of work.
	410328	Internal Electrification of Permanent Buildings- Residential-CISF Barrack	18.00		0.00	18.00	This is part of original scope of work.
	410304	Internal Electrification of Permanent Buildings- Non Residential -Administrative Block	28.00	28.00	0.00	0.00	This is part of original scope of work.
	410323	Internal Electrification of Permanent Buildings- Non Residential -Dispensary	4.08	4.08	0.00	0.00	This is part of original scope of work.
	410328	Internal Electrification of Permanent Buildings- Non Residential- Record Room	2.00	2.00	0.00	0.00	This is part of original scope of work.
	410328	Internal Electrification of Permanent Buildings- Non Residential- Bank & Post Office	3.00	0.00	3.00	0.00	This is part of original scope of work.
	410323	Internal Electrification of Permanent Buildings- Non Residential- Executive Club	5.00	0.00	0.00	5.00	This is part of original scope of work.
	410323	Internal Electrification of Permanent Buildings- Non Residential -Non-Executive Club	5.00	5.00	0.00	0.00	This is part of original scope of work.

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Sl. No.	HOA	Description of Items	Total amount In Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	411903	Purchase of Telecommunication material	20.00	5.00	10.00	5.00	This is part of original scope of work.
	412501	TV Sets	8.00	8.00	0.00	0.00	This is part of original scope of work.
	412008	Air Conditioners for Admin Block, VIP Guest House & Dam Control Room	20.00	15.00	5.00	0.00	This is part of original scope of work.
	430805	Supplying & Laying of Under ground Telephone & Electrical Cables	39.50	39.50	0.00	0.00	This is part of original scope of work.
	410905	External illumination of Power House area (From NH to entrance gate of Draft Tube Gate Hall)	10.00	10.00			This is part of original scope of work.
	410905	High Mast Light at Colony & Dam	15.00	15.00			This is part of original scope of work.
	412801	Heating Arrangement (Instant Gysers, Storage Gysers, Blowers, Oil Heaters etc)	15.00	5.00	5.00	5.00	This is part of original scope of work.
(xi)		MISCELLANEOUS					
		Water supply, purification and treatment.	815.00				
	411201	Main water supply arrangement at project Headquarters/Colony/Dam/Power House area.	95.00	0.00	50.00	45.00	This is part of original scope of work.
	411201	Water purification/treatment	15.00	5.00	5.00	5.00	This is part of original scope of work.
	412503	Fire fighting equipment.	20.00	0.00	10.00	10.00	This is part of original scope of work.
	412005	Medical equipments for dispensary.	80.00	30.00	30.00	20.00	This is part of original scope of work.
	412006	Recreation facility	75.00	0.00	30.00	45.00	This is part of original scope of work.
	410328	Developments of fountains in Nowpora Colony	50.00	0.00	25.00	25.00	This is part of original scope of work.
	412502	Quality control Laboratory/equipments.	30.00	0.00	10.00	20.00	This is part of original scope of work.
	411701	Purchase of furniture and fixtures for Offices, Guest House and Field Hostel.	400.00	100.00	150.00	150.00	This is part of original scope of work.
	411701	Dam control room /canteen /furniture and fixture	10.00	10.00	0.00	0.00	This is part of original scope of work.
	410328	Technical report, Photographic records, completion report etc.	15.00	7.50	7.50	0.00	This is part of original scope of work.
	412503	Flood Alarming system	15.00	0.00	15.00	0.00	This is part of original scope of work.
	410328	Publicity & Information center	10.00	0.00	0.00	10.00	This is part of original scope of work.
(xii)		Plants and Equipments	427.00				
	411105	Wheel Dozer/ Wheel Loader 100-150 HP	60.00		60.00		This is part of original scope of work.
	411109	Crane (Mobile) 22 MT (RT)	115.00		115.00		This is part of original scope of work.
	411109	Crane (Pick & Carry) 10-12 MT- 1 No.	18.00		18.00		This is part of original scope of work.
	411506	Ambulance (Fully equipped)	10.00	10.00			This is part of original scope of work.
	411508	Water Tanker (10/12 KL) - 1 Nos.	18.00		18.00		This is part of original scope of work.
	411104	Tipper 4.5 Cum - 2 Nos.	35.00		35.00		This is part of original scope of work.
	411507	Bus (41 Seater) Make- TATA -02 No.	34.00	34.00			This is part of original scope of work.
	411507	Bus (32 Seater) Make- TATA -01 No.	14.00	14.00			This is part of original scope of work.
	411502	M&M Scorpio 4 WD	14.00		14.00		This is part of original scope of work.
	411502	Tat safari Storme 4 WD	16.00		16.00		This is part of original scope of work.
	412503	Workshop Equipment	6.00		6.00		This is part of original scope of work.
	411508	Truck, 10T	14.00	14.00			This is part of original scope of work.
	411505	Fire tender	31.00	31.00			This is part of original scope of work.
	411508	Tata 407 (New Work)	12.00		12.00		This is part of original scope of work.
	411201	Submersible pump 15 HP	3.00		3.00		This is part of original scope of work.
	411201	Submersible pump 25 HP	3.50		3.50		This is part of original scope of work.
	411201	Submersible pump 50 HP	5.00		5.00		This is part of original scope of work.
	411112	Grout Pump 10 Kg/cm2	8.50		8.50		This is part of original scope of work.
	411603	Motor Boat. 06 STR Fiber	10.00		10.00		This is part of original scope of work.
(xiii)		Computers	340.30				
	411801	135 Nos. Computers	75.00	75.00	0.00	0.00	This is part of original scope of work.

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Sl. No.	HOA	Description of Items	Total amount In Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	411801	Blade Server 4 Nos. with RACK	30.00	30.00	0.00	0.00	This is part of original scope of work.
	411801	Computers (32 Nos)	19.20	0.00	0.00	19.20	This is part of original scope of work.
	411801	Additional Computer Required & UPS	19.20	0.00	9.60	9.60	This is part of original scope of work.
	411801	Note Book PC / Laptop	3.10	1.60	0.75	0.75	This is part of original scope of work.
	411803	Printers	0.00	0.00	0.00	0.00	This is part of original scope of work.
	411803	Printers Network / Scanner - A3 Size	27.00	17.00	5.00	5.00	This is part of original scope of work.
	411803	Printers Individual	12.50	2.50	5.00	5.00	This is part of original scope of work.
	411804	Networking Item	0.00	0.00	0.00	0.00	This is part of original scope of work.
	411804	Firewall - Networking Security - #3 Years Subscription with RACK & UPS	10.00	10.00	0.00	0.00	This is part of original scope of work.
	411904	Networking Switches / RACKS - for ADMIN Block	25.00	25.00	0.00	0.00	This is part of original scope of work.
	411904	Media Convertors & LAN Extenders, Switch / HUB	6.00	2.00	2.00	2.00	This is part of original scope of work.
	411904	OFC Equipment at Nowpora	6.00	2.00	2.00	2.00	This is part of original scope of work.
	411904	Optical Fibre Cable at Nowpora	3.00	1.00	1.00	1.00	This is part of original scope of work.
	411904	Wire Less System	7.00	5.00	1.00	1.00	This is part of original scope of work.
	411904	Replacement of Existing Switches	6.00	2.00	2.00	2.00	This is part of original scope of work.
	411904	Networking Cables / Cabling Accessories	5.00	1.00	2.00	2.00	This is part of original scope of work.
	411904	Other Networking Items	7.00	5.00	1.00	1.00	This is part of original scope of work.
	412003	Copier	0.00	0.00	0.00	0.00	This is part of original scope of work.
	412003	Photo Copier	7.50	2.50	2.50	2.50	This is part of original scope of work.
	412201	Software	0.00	0.00	0.00	0.00	This is part of original scope of work.
	412201	Auto CAD	5.00	5.00	0.00	0.00	This is part of original scope of work.
	412201	Windows Server o/c	2.00	2.00	0.00	0.00	This is part of original scope of work.
	412201	User Licenses	3.30	3.30	0.00	0.00	This is part of original scope of work.
	412201	MS Office 2007 70 Nos	0.00	0.00	0.00	0.00	This is part of original scope of work.
	412201	Antivirus	0.00	0.00	0.00	0.00	This is part of original scope of work.
	412201	Miscellaneous Software	9.00	3.00	3.00	3.00	This is part of original scope of work.
	412201	Miscellaneous	0.00	0.00	0.00	0.00	This is part of original scope of work.
	411804	Online UPS 50 * 2 KVA	45.00	25.00	10.00	10.00	This is part of original scope of work.
	412801	Miscellaneous Items	7.50	2.50	2.50	2.50	This is part of original scope of work.
B.		Provision for Initial Spares proposed for procurement till cut off date					
		E&M Works	1805.00				
	410714	Spares for Brake and Jack System including pump motor set	8.00		5.00	3.00	No spares for Brake & Jack system are available. Spares of Brake & Jack System are essential for meeting contingent requirement to ensure smooth operation of Power Station.
	410714	Spares for Excitation System including electronic cards	70.00		40.00	30.00	Additional spares of excitation system are essential for meeting contingent requirement to ensure smooth operation of Power Station. Also, the power station is situated in remote location.
	410714	Spares for Main Inlet Valve & By-pass assembly including spares for power pack	15.00		5.00	10.00	Additional spares of MIV are required for meeting contingent requirement to ensure smooth operation of Power Station. Also, the power station is situated in remote location.

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Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	410714	Runner Assembly alongwith Cone(01 no.)	800.00			800	One Spare runner is available at Uri-II Power Station as on date. However, keeping in view the remoteness of the Power Station & frequent road block during rainy season/ snow period, the timely availability of the repaired runner may become difficult. Hence, one more spare runner is required to be purchased to ensure timely replacement of runner during capital maintenance of Unit. Price has been estimated considering unit rate of runner supplied by M/s Alstom against Uri-II contract agreement for supply and including price variation and applicable taxes.
	410714	Moving Labyrinth seal (Upper & Lower) for Runner	21.00		10.00	11.00	Additional labyrinth seals are essential for meeting contingent requirement to ensure smooth operation of Power Station. location.
	410714	Turbine Guide Bearing shell (01 sets)	50.00		30.00	20.00	At present only 1 set of Turbine Guide Bearing pads is available as spare . In Uri-II power station, there are 4 units for which one additional set of guide bearing pads is required. Also, the power station is located in remote and disturbed area. In view of this, proposed additional spares of Turbine Guide Bearing are essentially needed for meeting contingent requirement to ensure smooth operation of Power Station.
	410714	4 complete sets of Auto backwash filter complete with instrumentation, piping and other accessories	50.00			50.00	No spares forf auto backwash filter are available except filter element. Spares are essential for meeting contingent requirement to ensure smooth operation of Power Station.
	410714	6 nos. of Motorized chain block of one ton capacity for existing Auto backwash system	1.00	1.00			The item is essentially required for maintenance of auto back wash filter for handling and lifting operation for reducing maintenance time.



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Sl. No.	HOA	Description of Items	Total amount In Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	410714	3 sets of Shaft seal pump with motor provided for shaft seal cooling arrangement	25.00		15.00	10.00	No spare Shaft seal pump with motor including coupling is available as spare. As such 3 sets of Shaft seal pump with motor including coupling are proposed to be purchased for smooth operation of power house.
	410714	Spares of Ventilation System	5.00		5.00		Additional spares of HVAC system are required for meeting contingent requirement to ensure smooth operation of Power Station.
	410714	Spares of Vibration Monitoring system including electronic cards	50.00			50.00	No spares for Vibration monitoring system are available. Spares for Vibration monitoring system are needed for meeting contingent requirement to ensure smooth operation of Power Station as monitoring of vibration parameter of various components is critical for healthy operation of the machines.
	410714	Spares of Control and Protection system including relays	45.00		20.00	25.00	Additional spares of Control and Protection system including relays are required for meeting contingent requirement to ensure smooth operation of Power Station.
	410714	Fixed Labyrinths (04 sets of Top & Bottom)	20.00			20.00	Additional Fixed Labyrinths for top cover and bottom ring are required for meeting contingent requirement to ensure smooth operation of Power Station. Also, the power station is located in remote and disturbed area.
	410714	Spares of Governor (Hydraulic part) and OPU system	55.00		25.00	30.00	Additional spares of Governor and OPU system are required to meet the contingent requirement to ensure smooth operation of Power Station.
	410714	Spares of Shaft seal arrangement	20.00		10.00	10.00	Supplied mandatory spares of Shaft sleeve Drum have already been used due to wear & tear in the existing drums. The new proposed spares are essential to meet the contingent requirement to ensure smooth operation of Power Station.

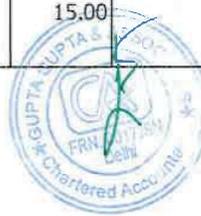


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Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification
				2014-15	2015-16	2016-17	
	410714	Spares of drainage & dewatering system including flood dewatering pumps with accessories	110.00	20.00	60.00	30.00	Additional spares of Drainage and dewatering system are essential for meeting contingent requirement to ensure smooth operation of Power Station. Also, the power station is situated in remote location.
	410714	Lifting and handling arrangement for power house drainage and dewatering system	20.00		20.00		To facilitate easy and early restoration of drainage and dewatering pumps during their maintenance, provision of lifting and handling arrangement for power house drainage and dewatering system is essentially required.
	410714	Spares for fire fighting system	5.00		5.00		In addition to the available spares, additional portable fire extinguishers are needed for meeting fire fighting capability in power house complex for its safety purposes.
	410714	Spares for EOT cranes	50.00		25.00	25.00	Additional spares of EOT cranes are required for meeting contingent requirement to ensure smooth operation of Power Station. Also, the power station is located in remote and disturbed area.
	410714	One complete unit generator phase assembly excluding circuit breaker of GIS	300.00		300.00		The proposed spare is proposed to be purchased in view of its repeated failures and as such it is proposed to be required for avoiding outage of unit due to its failure .
	410714	Spares of Generator Transformer	20.00		10.00	10.00	The additional spares are required to meet the contingent requirement to ensure smooth operation of Power Station.
	410714	Spares for Unit Tap Off Transformer	20.00			20.00	There are 4 UTTs for each unit. One spare UTT is required to meet any exigency.
	410714	One no. winding coil for 2.5 MVA SST	15.00			15.00	No spare SST is available so one no. winding coil is required to meet any eventuality for smooth operation of the power house.

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Sl. No.	HOA	Description of Items	Total amount in Lacs	Amount FY wise			Justification	
				2014-15	2015-16	2016-17		
	410714	DGA testing instrument	30.00	30.00			For testing of oil samples of GSU Transformers, no DGA testing instrument is available at power station. As the power station has total 13 nos. of 400 KVA GSU including one spare transformer, DGA analysis of the oil is required to be done for monitoring healthiness of transformers. One no. DGA test instrument is as such proposed to be purchased for testing of oil samples for dissolved gas analysis.	
		HM Works	44.00					
	410608, 410610, 410611	Motors for hoists.	2.00		2.00		The spares amounting to Rs. 43.00 Lacs has been supplied to the project by HM contractor as per terms & conditions of the HM Contract and this is over and above the spares proposed for procurement.	
		Gearbox for hoists.	2.00		2.00			
		Hydraulic pump for radial gates.	3.00		3.00			
		Rubber seal corner and bottom seal of different gates	8.00		4.00	4.00		
		Electrical spares for control panels (Relays, contactor, power supply units, water level indicators etc.)	9.00	1.00	4.00	4.00		
		Wire rope for HR hoist, surge shaft hoist, 40 T Gantry crane, 65T EOT crane.	10.00		5.00	5.00		
		Special nut and bolts for SFT bonnet cover, Pressure shaft man hole and different fasteners for all hoists.	8.00		4.00	4.00		
		Brake assembly of Electromagnetic and thruster brakes.	2.00		1.00	1.00		
C.		New Work						
		Civil Works	300.00				These works are New one and have been considered for essential for protection of road/channel and development of access to Dam as an alternate road for security point of view because of disturbed area.	
	410201	Construction of side protection and road pavement work from salamabad office to Dam	80.00	0.00	0.00	0.00		80.00
	410201	Construction of side protection work in left side of D/s of Jhelam river area to SFT outfall	200.00	0.00	0.00	0.00		200.00
	411202	Construction of flood protection work at Salamabad Nallah	20.00	0.00	0.00			20.00
D.		Security Equipments for CISF as per IB recommendation	189.00				As per IB recommendation	
	412503	CCTV Camera & Monitoring equipments	90.00	90.00			As per IB recommendation	
	412503	XBIS/ Portable Baggage Scanner	60.00	60.00			As per IB recommendation	
	412503	Riot Drill Equipments	2.00	2.00			As per IB recommendation	
	412503	Gas Gun with Accessories	1.50	1.50			As per IB recommendation	
	412503	Bullet Proof Jackets	10.50	10.50			As per IB recommendation	
	412503	BP Head Gear	10.50	10.50			As per IB recommendation	
	412503	SMG MP-05 A3	4.50	4.50			As per IB recommendation	
	412503	Other Security Gadgets	10.00	10.00			As per IB recommendation	
		Total (INR)	19563.65	9187.214	5117.23	4959.21	300	

Note:

- The initial spares for E&M and HM works have been proposed to be procured to the extent of 1.5% of Total Revised cost of the project which works out to Rs.34.35 Crores out of which spares amounting to Rs.17.62 Crores supplied under the contract have also been considered.
- The total add cap amount also includes, amounts of INR 28.15 Cr. reflected in CWIP as on 31.03.2014 as per the details attached as Annexure-A.

For Gupta, Gupta & Associates
Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division

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Details of Assets De-capitalized during the period

Name of the Petitioner : NHPC Limited

Name of the Generating Station : Uri-II Power Station

Region: Northern

State: J&K

District: Chamba

FY 2014-15

Sl. No.	Name of the Asset	Nature of de-capitalization (whether claimed under exclusion or as additional capital expenditure)	Original Value of the Asset Capitalised	Year put to use	Depreciation recovered till date of de-capitalization
1	2	3	4	5	6
1	TG Access Tunnel (Branch from MAT) Transformer Gallery/ Carvern, Pothead Yard/Switch Yard Building	Regulation-14(1)	30,491	2013-14	0.00
2	Concrete Gravity Dam (Incl. DT adit, DT, Cofferdam, Dam)	Regulation-14(1)	14,936,773	2013-14	0.00
3	Power Channel	Regulation-14(1)	25,697	2013-14	0.00
4	Head Race Tunnel	Regulation-14(1)	4,476,312	2013-14	0.00
5	Tail Race Tunnel	Regulation-14(1)	117,581	2013-14	0.00
Total for FY 2014-15			19,586,854		
Note:					

Year wise detail need to be submitted.

Above deletions were part of liability of COD and not considered in capital cost for tariff purpose in petition No.156/GT/2013 (amended). Therefore no depreciation recovered on these deletions & will not have any impact on cumulative depreciation.



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FORM-9A

Name of the Company :- NHPC LIMITED
 Name of the Power Station :- URI-II POWER STATION

**Statement of Capital Cost
 (To be given for the relevant dates and year wise)**

		COD			
		From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014	
A	a)	Opening Gross Block amount As per books	11,295,812,029	16,948,298,809	22,673,443,708
	b)	Amount of Capital liabilities in A(a) above	569,431,999	812,096,011	916,596,663
	c)	Amount of IDC, FC, FERV & Hedging cost included in A(a) above	2,537,659,066	3,859,182,231	5,263,936,434
	d)	Amount of IEDC excluding IDC, FC, FERV & Hedging cost included in A(a) above	2,244,867,120	3,366,474,110	4,497,004,591
B	a)	Addition/adjustment in Gross Block amount during the period	5,652,486,780	5,725,144,899	14,583,100
	b)	Amount of Capital liabilities in B (a) above	242,664,012	104,500,652	
	c)	Amount of IDC, FC, FERV & Hedging cost included in B(a) above	1,321,523,165	1,414,793,886	0
	d)	Amount of IEDC excluding IDC, FC, FERV & Hedging cost included in B(a) above	1,121,606,990	2,535,284,684	0
C	a)	Closing Gross Block amount As per books	16,948,298,809	22,673,443,708	22,688,026,808
	b)	Amount of Capital liabilities in C(a) above	812,096,011	916,596,663	892,411,932
	c)	Amount of IDC, FC, FERV & Hedging cost included in C (a) above	3,859,182,231	5,263,936,434	5,263,936,434
	d)	Amount of IEDC excluding IDC, FC, FERV & Hedging cost included in C(a) above	3,366,474,110	4,497,004,591	4,497,004,591

1. Relevant date/s means date of COD of unit/s, station and financial year start date and end date.

For Gupta, Gupta & Associates
Chartered Accountants

For NHPC Ltd.


 Partner


 (A.K. Pandey)
 CE (Commercial)
 Commercial Division

Part-II		FORM-9B			
Company :- NHPC LIMITED					
Location :- URI-II POWER STATION					
Statement of Capital Work in Progress					
(To be given for the relevant dates and year wise)					
		COD			
		From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014	
A	a)	Opening CWIP amount As per books	11,321,027,567	5,780,086,700	237,239,685
	b)	Amount of Capital liabilities in a above	511,760,679	256,497,251	11,586,531
	c)	Amount of IDC, FC, FERV & Hedging cost included in a above	2,537,659,065	1,321,523,162	0
B	a)	Addition/ adjustment in CWIP Amount during the period	111,545,914	182,297,875	44,304,393
	b)	Amount of Capital liabilities in a above			8,036,967
	c)	Amount of IDC, FC, FERV & Hedging cost included in a above	105,387,262	93,270,724	
C	a)	Capitalization/ Transfer to Fixed Asset of CWIP Amount during the period	5,652,486,781	5,725,144,890	0
	b)	Amount of Capital liabilities in a above	255,263,428	232,045,799	0
	c)	Amount of IDC, FC, FERV & Hedging cost included in a above	1,321,523,165	1,414,793,886	0
D	a)	Closing CWIP Amount as per books	5,780,086,700	237,239,685	281,544,078
	b)	Amount of Capital liabilities in a above	256,497,251	11,586,531	19,623,498
	c)	Amount of IDC, FC, FERV & Hedging cost included in a above	1,321,523,162	0	0
1. Relevant date/s means date of COD of unit/s, station and financial year start date and end date.					
For Gupta, Gupta & Associates			For NHPC Ltd.		
Chartered Accountants					
 					
Partner			(A.K. Pandey)		
			CE (Commercial)		
			Commercial Division		

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FORM-10

Financing of Additional Capitalisation

Name of the Company : NHPC LIMITED
 Name of the Power Station : URI II HE Project
 Date of Commercial Operation: 01.02.2013

(₹ in lacs)

	Claimed	Admitted
Financial Year (Starting from COD)	2013-14 (01.03.14 to 31.03.14)	2013-14 (01.03.14 to 31.03.14)
1	2	3
Amount capitalised in Work / Equipment	387.68	Shall be known after order is issued by CERC
Financing Details		
Loan-1		
Loan-2		
Loan-3 and so on		
Total Loan ²	271.37	
Equity		
Internal Resources	116.30	
Others		
Total		

¹ Year 1 refers to Financial Year of COD and Year 2, Year 3 etc. are the subsequent financial years

² Loan details for meeting the additional capitalisation requirement should be given as per FORM-7 or 8

For Gupta, Gupta & Associates
 Chartered Accountants

Partner



For NHPC Ltd.

(A.K. Pandey)
 CE (Commercial)
 Commercial Divisor



Name of the Company: NHPC LIMITED
Name of the Power Station: URI-II POWER STATION

(Amount in Lacs)

Sl. No.	Name of the Assets ¹	Gross Block as on 11.10.2013 as on COD of two unit	Gross Block as on 01.12.2013 as on COD of three unit	Gross Block as on 01.03.2014 as on COD of Four units	Depreciation Rates as per CERC's Depreciation Rate Schedule	Depreciation Amount for the tariff period		
						6 = Col.2 X Col.5	7 = Col.3 X Col.5	8 = Col.4 X Col.5
	1	2	3	4	5			
1	Land – Freehold	0	0	0	-	0	-	-
2	Land – Leasehold	301,442,882	452,164,323	602,885,763	3.34%	10,068,192	15,102,288	20,136,384
3	Land – Right of Use	20,045,176	30,067,764	40,090,352	3.34%	669,509	1,004,263	1,339,018
4	Roads and Bridges	6,488,936	9,733,404	14,184,871	3.34%	216,730	325,096	473,775
5	Buildings	53,353,908	80,030,862	111,329,171	3.34%	1,782,021	2,673,031	3,718,394
6	Building (Temporary)	30	45	58	100%	30	45	58
7	Buildings containing GPM	562,725,659	844,088,488	1,126,880,339	3.34%	18,795,037	28,192,555	37,637,803
8	Hydraulic Works (Dams, Water Conductor system, Hydro mechanical gates, tunnels)	5,612,424,738	8,418,637,108	11,251,372,006	5.28%	296,336,026	444,504,039	594,072,442
9	Generating Plant and machinery	4,083,634,763	6,087,343,652	8,046,514,643	5.28%	215,615,915	321,411,745	424,855,973
10	Plant and machinery Sub station	4,775,621	7,167,752	9,559,880	5.28%	252,153	378,457	504,762
11	Plant and machinery Transmission lines	7,461,109	11,191,664	14,922,217	5.28%	393,947	590,920	787,893
12	Plant and machinery Others	4,353,149	6,529,723	8,713,697	5.28%	229,846	344,769	460,083
13	Construction Equipment	528,384	792,575	1,221,268	5.28%	27,899	41,848	64,483
14	Water Supply System/Drainage and Sewerage	8,654,602	12,801,543	16,948,483	5.28%	456,963	675,921	894,880
15	Vehicles	1,252,992	1,879,488	2,505,980	9.50%	119,034	178,551	238,068
16	Furniture and fixture	2,659,488	3,989,231	5,318,974	6.33%	168,346	252,518	336,691
17	Computers	578,229	878,143	1,216,256	15.00%	86,734	131,721	182,438
18	Communication Equipment	977,196	1,465,794	1,990,691	6.33%	61,857	92,785	126,011
19	Air Conditioner- Portable	155,221	232,831	310,441	9.50%	14,746	22,119	29,492
20	Office Equipments	1,577,047	2,365,572	3,429,292	6.33%	99,827	149,741	217,074
21	Computer Software	89,526	134,289	179,052	15.00%	13,429	20,143	26,858
22	Other assets	1,409,008	2,113,511	2,884,014	5.28%	74,396	111,593	152,276
23	Fixed assets of minor value	9,515	14,273	116,770	5.28%	502	754	6,165
24	Obsolete / surplus assets	57,541	86,312	115,082	0.00%	0	0	0
	TOTAL	10,674,654,720	15,973,708,347	21,262,689,300		545,483,139	816,204,905	1,086,261,022
	Weighted Average Depreciation Rate (%)					5.1101%	5.1097%	5.1088%

¹ Name of the Assets should conform to the description of the assets mentioned in Depreciation Schedule appended to the Notification.

For Gupta, Gupta & Associates
Chartered Accountants


Partner



For NHPC Ltd.


(A.K. Pandey)
CE (Commercial)
Commercial Division

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FORM-12

Statement of Depreciation

Name of the Company **NHPC Ltd.**
 Name of the Power Station **URI-II POWER STATION**

(Amount in lacs)

Financial Year	From 11-10-2013 to 30/11/2013	From 01-12-2013 to 28/02/2014	From 01/03/2014 to 31/03/2014
1		2	3
Depreciation on Capital Cost	765.88	2,033.03	944.02
Depreciation on Additional Capitalisation			
Amount of Additional Capitalisation	54,098.23	56,206.44	387.68
Depreciation Amount	193.13	354.08	0.84
Detail of FERV			
Amount of FERV on which depreciation charged	0.00	0.00	0.00
Depreciation amount	0.00	0.00	0.00
Depreciation recovered during the Year	959.01	2,387.11	944.86
Advance against Depreciation recovered during the Year	0.00	0.00	0.00
Depreciation & Advance against Depreciation recovered during the year	959.01	2,387.11	944.86
Cumulative Depreciation & Advance against Depreciation recovered upto the year	959.01	3,346.12	4,290.98

¹ If the tariff for the period 2004-09 was not ordered by the Commission, Depreciation recovered in Tariff upto 2004-09 to be furnished with yearwise details in the same form separately with supporting details.

² In case of details of FERV and AAD, give information for the applicable period.

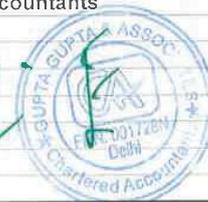
CALCULATION SHEET FOR DEPRECIATION

	From 11-10-2013 to 30/11/2013 (2 units)	From 01-12-2013 to 28/02/2014 (3 units)	From 01/03/2014 to 31/03/2014
OPENING CAPITAL COST	107,263.80	161,362.03	217,568.47
ADDITION DURING THE YEAR	54,098.23	56,206.44	387.68
CLOSING CAPITAL COST	161,362.03	217,568.47	217,956.15
Average capital cost for depreciation	134,312.91	189,465.25	217,762.31
Less : Freehold land	0.00	0.00	0.00
WEIGHTED AVERAGE DEPRECIATION RATE	5.1101%	5.1097%	5.1088%
Depreciable value	120,881.62	170,518.72	195,986.08
Balance useful life at the beginning of the period	35.0	35.0	35.0
Remaining depreciation value at the beginning of the year	120,881.62	169,559.72	192,639.96
DEPRECIATION AMOUNT	959.01	2,387.11	944.86
Cumulative depreciation at the end of the year	959.01	3,346.12	4,290.98
Less : Adjustment on account of deletions	0.00	0.00	0.01
Net Cumulative depreciation after adjustment	959.01	3,346.12	4,290.97

For Gupta, Gupta & Associates
 Chartered Accountants

For NHPC Ltd.


 Partner




 (A.K. Pandey)
 CE (Commercial)
 Commercial Division

Calculation of Weighted Average Rate of Interest on Actual Loans¹Name of the Company
Name of the Power StationNHPC Ltd
URI-II power station

(Amount in lacs)

Sl. No.	Particulars	2013-14					
		1 st April, 2013 to 10 th Oct., 2013 construction 4 Unit	11 th Oct., 2013 to 30 th Nov., 2013 construction 2 Unit	11 th Oct., 2013 to 30 th Nov., 2013 O&M 2 Unit	1 st Dec., 2013 to 28 th Feb., 2014 construction 1 Unit	1 st Dec., 2013 to 28 th Feb., 2014 O&M 3 Unit	1 st March, 2014 to 31 st March, 2014 (O&M)
	2	3	4	5	6	7	8
LIC							
1	Gross loan - Opening	23,078.00	11,539.00	11,539.00	5,769.50	17,308.50	23,078.00
	Cumulative repayments of Loans upto previous year	1,923.17	1,442.38	1,442.38	961.58	2,884.75	3,846.33
	Net loan - Opening	21,154.83	10,096.63	10,096.63	4,807.92	14,423.75	19,231.67
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	961.58	480.79	480.79	0.00	0.00	0.00
	Net loan - Closing	20,193.25	9,615.83	9,615.83	4,807.92	14,423.75	19,231.67
	Average Net Loan	20,674.04	9,856.23	9,856.23	4,807.92	14,423.75	19,231.67
	Rate of Interest on Loan	4.74%	1.27%	1.27%	2.25%	2.25%	0.77%
	Interest on loan	980.54	124.91	124.91	108.10	324.29	148.93
UCO BANK							
2	Gross loan - Opening	60,000.00	30,000.00	30,000.00	15,000.00	45,000.00	60,000.00
	Cumulative repayments of Loans upto previous year	2,500.00	2,500.00	2,500.00	1,250.00	3,750.00	7,500.00
	Net loan - Opening	57,500.00	27,500.00	27,500.00	13,750.00	41,250.00	52,500.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	2,500.00	0.00	0.00	625.00	1,875.00	0.00
	Net loan - Closing	55,000.00	27,500.00	27,500.00	13,125.00	39,375.00	52,500.00
	Average Net Loan	56,250.00	27,500.00	27,500.00	13,437.50	40,312.50	52,500.00
	Rate of Interest on Loan	5.38%	1.43%	1.43%	2.50%	2.50%	0.87%
	Interest on loan	3,028.56	391.93	391.93	335.34	1,006.03	454.81
CORPORATION BANK							
3	Gross loan - Opening	13,200.00	6,600.00	6,600.00	3,300.00	9,900.00	13,200.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	13,200.00	6,600.00	6,600.00	3,300.00	9,900.00	13,200.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	13,200.00	6,600.00	6,600.00	3,300.00	9,900.00	13,200.00
	Average Net Loan	13,200.00	6,600.00	6,600.00	3,300.00	9,900.00	13,200.00
	Rate of Interest on Loan	5.42%	1.43%	1.43%	2.53%	2.53%	0.87%
	Interest on loan	715.42	94.52	94.52	83.40	250.21	114.91
CANARA BANK							
4	Gross loan - Opening	2,000.00	1,000.00	1,000.00	500.00	1,500.00	2,000.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	2,000.00	1,000.00	1,000.00	500.00	1,500.00	2,000.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	2,000.00	1,000.00	1,000.00	500.00	1,500.00	2,000.00
	Average Net Loan	2,000.00	1,000.00	1,000.00	500.00	1,500.00	2,000.00
	Rate of Interest on Loan	5.34%	1.39%	1.39%	2.49%	2.49%	0.87%
	Interest on loan	106.84	13.90	13.90	12.47	37.41	17.33
PUNJAB & SIND BANK							
5	Gross loan - Opening	1,000.00	500.00	500.00	250.00	750.00	1,000.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	1,000.00	500.00	500.00	250.00	750.00	1,000.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	1,000.00	500.00	500.00	250.00	750.00	1,000.00
	Average Net Loan	1,000.00	500.00	500.00	250.00	750.00	1,000.00
	Rate of Interest on Loan	5.42%	1.43%	1.43%	2.53%	2.53%	0.87%
	Interest on loan	54.20	7.16	7.16	6.32	18.96	8.71
STATE BANK OF HYDRABAD							
6	Gross loan - Opening	0.00	3,062.50	3,062.50	1,531.25	4,593.75	6,125.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	0.00	3,062.50	3,062.50	1,531.25	4,593.75	6,125.00
	Add: Drawal(s) during the Year	6,125.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	6,125.00	3,062.50	3,062.50	1,531.25	4,593.75	6,125.00
	Average Net Loan	3,062.50	3,062.50	3,062.50	1,531.25	4,593.75	6,125.00
	Rate of Interest on Loan	1.99%	1.43%	1.43%	2.52%	2.52%	0.87%
	Interest on loan	60.82	43.65	43.65	38.51	115.54	53.06
STATE BANK OF INDIA							
7	Gross loan - Opening	15,000.00	7,800.00	7,800.00	3,900.00	11,700.00	15,600.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	15,000.00	7,800.00	7,800.00	3,900.00	11,700.00	15,600.00
	Add: Drawal(s) during the Year	600.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	15,600.00	7,800.00	7,800.00	3,900.00	11,700.00	15,600.00
	Average Net Loan	15,300.00	7,800.00	7,800.00	3,900.00	11,700.00	15,600.00



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Calculation of Weighted Average Rate of Interest on Actual Loans¹Name of the Company
Name of the Power StationNHPC Ltd
URI-II power station

(Amount in lacs)

Sl. No.	Particulars	2013-14					
		1 st April, 2013 to 10 th Oct., 2013 construction 4 Unit	11 th Oct., 2013 to 30 th Nov., 2013 construction 2 Unit	11 th Oct., 2013 to 30 th Nov., 2013 O&M 2 Unit	1 st Dec., 2013 to 28 th Feb., 2014 construction 1 Unit	1 st Dec., 2013 to 28 th Feb., 2014 O&M 3 Unit	1 st March, 2014 to 31 st March, 2014 (O&M)
	Rate of Interest on Loan	5.40%	1.45%	1.45%	2.59%	2.59%	0.89%
	Interest on loan	826.92	113.17	113.17	100.88	302.63	138.99
8	Q-SERIES BONDS						
	Gross loan - Opening	6,000.00	3,000.00	3,000.00	1,500.00	4,500.00	6,000.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	6,000.00	3,000.00	3,000.00	1,500.00	4,500.00	6,000.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	6,000.00	3,000.00	3,000.00	1,500.00	4,500.00	6,000.00
	Average Net Loan	6,000.00	3,000.00	3,000.00	1,500.00	4,500.00	6,000.00
	Rate of Interest on Loan	4.89%	1.29%	1.29%	2.28%	2.28%	0.79%
	Interest on loan	293.47	38.77	38.77	34.21	102.64	47.14
9	R1-SERIES BONDS						
	Gross loan - Opening	2,904.00	1,452.00	1,452.00	726.00	2,178.00	2,904.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	2,904.00	1,452.00	1,452.00	726.00	2,178.00	2,904.00
	Add: Drawal(s) during the Year	0.00	0.00	0.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	2,904.00	1,452.00	1,452.00	726.00	2,178.00	2,904.00
	Average Net Loan	2,904.00	1,452.00	1,452.00	726.00	2,178.00	2,904.00
	Rate of Interest on Loan	4.60%	1.22%	1.22%	2.15%	2.15%	0.74%
	Interest on loan	133.59	17.65	17.65	15.57	46.72	21.46
10	TF/1A-SERIES BONDS						
	Gross loan - Opening	0.00	0.00	0.00	900.00	2,700.00	3,600.00
	Cumulative repayments of Loans upto previous year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Opening	0.00	0.00	0.00	900.00	2,700.00	3,600.00
	Add: Drawal(s) during the Year	0.00	1,800.00	1,800.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	0.00	0.00	0.00	0.00	0.00	0.00
	Net loan - Closing	0.00	1,800.00	1,800.00	900.00	2,700.00	3,600.00
	Average Net Loan	0.00	900.00	900.00	900.00	2,700.00	3,600.00
	Rate of Interest on Loan	0.00%	1.30%	1.30%	2.02%	2.02%	0.69%
	Interest on loan	0.00	11.70	11.70	18.15	54.46	25.01
	TOTAL LOANS						
	Gross loan - Opening	123,182.00	64,953.50	64,953.50	33,376.75	100,130.25	133,507.00
	Cumulative repayments of Loans upto previous year	4,423.17	3,942.38	3,942.38	2,211.58	6,634.75	11,346.33
	Net loan - Opening	118,758.83	61,011.13	61,011.13	31,165.17	93,495.50	122,160.67
	Add: Drawal(s) during the Year	6,725.00	1,800.00	1,800.00	0.00	0.00	0.00
	Less: Repayment (s) of Loans during the year	3,461.58	480.79	480.79	625.00	1,875.00	0.00
	Net loan - Closing	122,022.25	62,330.33	62,330.33	30,540.17	91,620.50	122,160.67
	Average Net Loan	120,390.54	61,670.73	61,670.73	30,852.67	92,558.00	122,160.67
	Interest on loan	6200.35	857.37	857.37	752.96	2258.87	1030.33
	Weighted average Rate of Interest on Loans	5.15%	1.39%	1.39%	2.44%	2.44%	0.84%

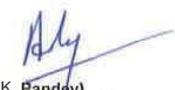
¹ In case of Foreign Loans, the calculations in Indian Rupees is to be furnished. However, the calculations in Original currency is also to be furnished separately in the same form.

For Gupta, Gupta & Associates
Chartered Accountants



Partner

For NHPC Ltd.



(A.K. Pandey)
CE (Commercial)
Commercial Division

Calculation of Interest taken in Form 13

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Figures in lacs

Sl. No.	Principal	From	to	Days	Interest Rate (%)	Interest	Intt. in form 13		
							TOTAL	Construction	O&M*
1 LIC									
	21154.83	1-Apr-13	29-Apr-13	29	9.118%	153.25	980.54	980.54	0.00
	20193.25	30-Apr-13	10-Oct-13	164	9.118%	827.29			0.00
	20193.25	11-Oct-13	30-Oct-13	20	9.118%	100.89	249.82	124.91	124.91
	19231.67	31-Oct-13	30-Nov-13	31	9.118%	148.93			
	19231.67	1-Dec-13	28-Feb-14	90	9.118%	432.38	432.38	108.10	324.29
	19231.67	1-Mar-14	31-Mar-14	31	9.118%	148.93	148.93		148.93
2 UCO BANK									
	57500	1-Apr-13	28-Jun-13	89	10.20%	1430.10	3028.56	3028.56	0.00
	55000	29-Jun-13	10-Oct-13	104	10.20%	1598.47			
	55000	11-Oct-13	30-Oct-13	20	10.20%	307.40	783.86	391.93	391.93
	55000	31-Oct-13	30-Nov-13	31	10.20%	476.47			
	55000	1-Dec-13	30-Dec-13	30	10.20%	461.10	1341.37	335.34	1006.03
	52500	31-Dec-13	28-Feb-14	60	10.20%	880.27			
	52500	1-Mar-14	31-Mar-14	31	10.20%	454.81	454.81	0.00	454.81
3 CORPORATION BANK									
	13200	1-Apr-13	10-Oct-13	193	10.25%	715.42	715.42	715.42	0.00
	13200	11-Oct-13	30-Nov-13	51	10.25%	189.05	189.05	94.52	94.52
	13200	1-Dec-13	28-Feb-14	90	10.25%	333.62	333.62	83.40	250.21
	13200	1-Mar-14	31-Mar-14	31	10.25%	114.91	114.91	0.00	114.91
4 CANARA BANK									
	2000	1-Apr-13	7-Jul-13	98	10.25%	55.04	106.84	106.84	0.00
	2000	8-Jul-13	10-Oct-13	95	9.95%	51.79			
	2000	11-Oct-13	30-Nov-13	51	9.95%	27.81	27.81	13.90	13.90
	2000	1-Dec-13	31-Dec-13	31	9.95%	16.90	16.90	4.23	12.68
	2000	1-Jan-14	28-Feb-14	59	10.20%	32.98	32.98	8.24	24.73
	2000	1-Mar-14	31-Mar-14	31	10.20%	17.33	17.33	0.00	17.33
5 PUNJAB & SIND BANK									
	1000	1-Apr-13	10-Oct-13	193	10.25%	54.20	54.20	54.20	0.00
	1000	11-Oct-13	30-Nov-13	51	10.25%	14.32	14.32	7.16	7.16
	1000	1-Dec-13	28-Feb-14	90	10.25%	25.27	25.27	6.32	18.96
	1000	1-Mar-14	31-Mar-14	31	10.25%	8.71	8.71	0.00	8.71
6 STATE BANK OF HYDRABAD									
	4125	27-Aug-13	10-Oct-13	45	10.20%	51.87	60.82	60.82	0.00
	2000	25-Sep-13	10-Oct-13	16	10.20%	8.94			
	6125	11-Oct-13	30-Nov-13	51	10.20%	87.29	87.29	43.65	43.65
	6125	1-Dec-13	28-Feb-14	90	10.20%	154.05	154.05	38.51	115.54
	6125	1-Mar-14	31-Mar-14	31	10.20%	53.06	53.06		53.06
7 STATE BANK OF INDIA									
	15000	1-Apr-13	26-Jun-13	87	10.19%	364.33	826.92	826.92	0.00
	15600	27-Jun-13	18-Sep-13	84	10.19%	365.83			
	15600	19-Sep-13	10-Oct-13	22	10.29%	96.75			
	15600	11-Oct-13	6-Nov-13	27	10.29%	118.74	226.35	113.17	113.17
	15600	7-Nov-13	30-Nov-13	24	10.49%	107.60			
	15600	1-Dec-13	28-Feb-14	90	10.49%	403.51	403.51	100.88	302.63
	15600	1-Mar-14	31-Mar-14	31	10.49%	138.99	138.99		138.99
8 Q-SERIES BONDS									
	6000	1-Apr-13	10-Oct-13	193	9.25%	293.47	293.47	293.47	0.00
	6000	11-Oct-13	30-Nov-13	51	9.25%	77.55	77.55	38.77	38.77
	6000	1-Dec-13	28-Feb-14	90	9.25%	136.85	136.85	34.21	102.64
	6000	1-Mar-14	31-Mar-14	31	9.25%	47.14	47.14		47.14
9 R1-SERIES BONDS									
	2904	1-Apr-13	10-Oct-13	193	8.70%	133.59	133.59	133.59	0.00
	2904	11-Oct-13	30-Nov-13	51	8.70%	35.30	35.30	17.65	17.65
	2904	1-Dec-13	28-Feb-14	90	8.70%	62.30	62.30	15.57	46.72
	2904	1-Mar-14	31-Mar-14	31	8.70%	21.46	21.46		21.46
10 TF/IA-SERIES BONDS									
	3600	2-Nov-13	30-Nov-13	29	8.18%	23.40	23.40	11.70	11.70
	3600	1-Dec-13	28-Feb-14	90	8.18%	72.61	72.61	18.15	54.46
	3600	1-Mar-14	31-Mar-14	31	8.18%	25.01	25.01		25.01



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FORM-13A

Calculation of Interest on Normative Loan

Name of the Company : NHPC LIMITED
Name of the Power Station : URI-II HE PROJECT

(₹ in lacs)

Particulars	Existing	2012-13 (11.10.2013 to 30.11.2013)	2012-13 (01.12.2013 to 28.02.2014)	2012-13 (01.03.2014 to 31.03.2014)
1	2	3	4	5
Gross Normative loan - Opening		75,084.66	112,953.42	152,297.93
Cumulative repayment of Normative Loan upto previous year		0	959.01	3346.12
Net Normative loan - Opening		75,084.66	111,994.41	148,951.81
Increase / Decrease due to ACE during the Year		37,868.76	39,344.51	271.37
Repayments of Normative Loan during the year		959.01	2,387.11	944.86
Net Normative loan - Closing		111,994.41	148,951.81	148,278.32
Average Normative Loan		93,539.54	130,473.11	148,615.07
Weighted average Rate of Interest of actual Loans		1.39%	2.44%	0.84%
Interest on Normative loan		1300.43	3184.19	1,253.46

NOT APPLICABLE

For Gupta, Gupta & Associates
Chartered Accountants

Partner




For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division



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Calculation of Interest on Working Capital

Name of the Company : NHPC Limited
Name of the Power Station : URI-II HE PROJECT

(₹ in lacs)

Sl. No.	Particulars	Existing	2012-13 (11.10.2013 to 30.11.2013)	2012-13 (01.12.2013 to 28.02.2014)	2012-13 (01.03.2014 to 31.03.2014)
1	2	3	4	5	6
			51	90	31
1	Maintenance Spares (15% of O&M Expenses)	NOT APPLICABLE	368.36	552.54	736.72
2	Receivables (Two Months fixed Cost)		4533.68	6397.11	7456.95
3	O&M expenses (For one Month)		204.64	306.97	409.29
4	Total Working Capital		5106.69	7256.62	8602.96
	Rate of Interest		13.20%	13.20%	13.20%
	Interest on Working Capital (Annualised)		674.08	957.87	1135.59
	Interest on Working Capital (part period)			94.19	236.19

For Gupta, Gupta & Associates
Chartered Accountants

For NHPC Ltd.

Partner



(A.K. Pandey)
CE (Commercial)
Commercial Division

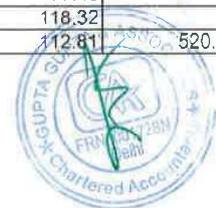


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Calculation of Interest taken in Form 14

Figures in lacs

Sl. No.	Principal	From	to	Days	Interest Rate (%)	Interest	Interest	Intt. in form 14	
								Construction	O&M*
1	LIC								
	5000	10-Jul-07	30-Sep-07	83	9.15%	104.03	130.38	130.38	0.00
	2778	24-Aug-07	30-Sep-07	38	9.11%	26.35			
	5000	1-Oct-07	31-Dec-07	92	9.15%	115.32	179.10	179.10	0.00
	2778	1-Oct-07	31-Dec-07	92	9.11%	63.79			
	5000	1-Jan-08	31-Mar-08	91	9.15%	114.06	342.22	342.22	0.00
	2778	1-Jan-08	31-Mar-08	91	9.11%	63.10			
	7000	2-Jan-08	31-Mar-08	90	8.88%	153.27			
	3500	18-Mar-08	31-Mar-08	14	8.78%	11.79			
	5000	1-Apr-08	30-Jun-08	91	9.15%	114.06	410.03	410.03	0.00
	2778	1-Apr-08	30-Jun-08	91	9.11%	63.10			
	7000	1-Apr-08	30-Jun-08	91	8.88%	154.97			
	3500	1-Apr-08	30-Jun-08	91	8.78%	76.61			
	4800	30-Jun-08	30-Jun-08	1	9.78%	1.29			
	5000	1-Jul-08	30-Sep-08	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Jul-08	30-Sep-08	92	9.11%	63.79			
	7000	1-Jul-08	30-Sep-08	92	8.88%	156.68			
	3500	1-Jul-08	30-Sep-08	92	8.78%	77.46			
	4800	1-Jul-08	30-Sep-08	92	9.78%	118.32			
	5000	1-Oct-08	31-Dec-08	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Oct-08	31-Dec-08	92	9.11%	63.79			
	7000	1-Oct-08	31-Dec-08	92	8.88%	156.68			
	3500	1-Oct-08	31-Dec-08	92	8.78%	77.46			
	4800	1-Oct-08	31-Dec-08	92	9.78%	118.32			
	5000	1-Jan-09	31-Mar-09	90	9.15%	112.81	520.01	520.01	0.00
	2778	1-Jan-09	31-Mar-09	90	9.11%	62.40			
	7000	1-Jan-09	31-Mar-09	90	8.88%	153.27			
	3500	1-Jan-09	31-Mar-09	90	8.78%	75.77			
	4800	1-Jan-09	31-Mar-09	90	9.78%	115.75			
	5000	1-Apr-09	30-Jun-09	91	9.15%	114.06	525.78	525.78	0.00
	2778	1-Apr-09	30-Jun-09	91	9.11%	63.10			
	7000	1-Apr-09	30-Jun-09	91	8.88%	154.97			
	3500	1-Apr-09	30-Jun-09	91	8.78%	76.61			
	4800	1-Apr-09	30-Jun-09	91	9.78%	117.04			
	5000	1-Jul-09	30-Sep-09	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Jul-09	30-Sep-09	92	9.11%	63.79			
	7000	1-Jul-09	30-Sep-09	92	8.88%	156.68			
	3500	1-Jul-09	30-Sep-09	92	8.78%	77.46			
	4800	1-Jul-09	30-Sep-09	92	9.78%	118.32			
	5000	1-Oct-09	31-Dec-09	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Oct-09	31-Dec-09	92	9.11%	63.79			
	7000	1-Oct-09	31-Dec-09	92	8.88%	156.68			
	3500	1-Oct-09	31-Dec-09	92	8.78%	77.46			
	4800	1-Oct-09	31-Dec-09	92	9.78%	118.32			
	5000	1-Jan-10	31-Mar-10	90	9.15%	112.81	520.00	520.00	0.00
	2778	1-Jan-10	31-Mar-10	90	9.11%	62.40			
	7000	1-Jan-10	31-Mar-10	90	8.88%	153.27			
	3500	1-Jan-10	31-Mar-10	90	8.78%	75.77			
	4800	1-Jan-10	31-Mar-10	90	9.78%	115.75			
	5000	1-Apr-10	30-Jun-10	91	9.15%	114.06	525.78	525.78	0.00
	2778	1-Apr-10	30-Jun-10	91	9.11%	63.10			
	7000	1-Apr-10	30-Jun-10	91	8.88%	154.97			
	3500	1-Apr-10	30-Jun-10	91	8.78%	76.61			
	4800	1-Apr-10	30-Jun-10	91	9.78%	117.04			
	5000	1-Jul-10	30-Sep-10	92	9.15%	115.32	531.57	531.57	0.00
	2778	1-Jul-10	30-Sep-10	92	9.11%	63.79			
	7000	1-Jul-10	30-Sep-10	92	8.88%	156.68			
	3500	1-Jul-10	30-Sep-10	92	8.78%	77.46			
	4800	1-Jul-10	30-Sep-10	92	9.78%	118.32			
	5000	1-Oct-10	31-Dec-10	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Oct-10	31-Dec-10	92	9.11%	63.79			
	7000	1-Oct-10	31-Dec-10	92	8.88%	156.68			
	3500	1-Oct-10	31-Dec-10	92	8.78%	77.46			
	4800	1-Oct-10	31-Dec-10	92	9.78%	118.32			
	5000	1-Jan-11	31-Mar-11	90	9.15%	112.81	520.01	520.01	0.00



By

Calculation of Interest taken in Form 14

Figures in lacs

Sl. No.	Principal	From	to	Days	Interest Rate (%)	Interest	Interest	Intt. in form 14	
								Construction	O&M*
	2778	1-Jan-11	31-Mar-11	90	9.11%	62.40			
	7000	1-Jan-11	31-Mar-11	90	8.88%	153.27			
	3500	1-Jan-11	31-Mar-11	90	8.78%	75.77			
	4800	1-Jan-11	31-Mar-11	90	9.78%	115.75			
	5000	1-Apr-11	30-Jun-11	91	9.15%	114.06	525.78	525.78	0.00
	2778	1-Apr-11	30-Jun-11	91	9.11%	63.10			
	7000	1-Apr-11	30-Jun-11	91	8.88%	154.97			
	3500	1-Apr-11	30-Jun-11	91	8.78%	76.61			
	4800	1-Apr-11	30-Jun-11	91	9.78%	117.04			
	5000	1-Jul-11	30-Sep-11	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Jul-11	30-Sep-11	92	9.11%	63.79			
	7000	1-Jul-11	30-Sep-11	92	8.88%	156.68			
	3500	1-Jul-11	30-Sep-11	92	8.78%	77.46			
	4800	1-Jul-11	30-Sep-11	92	9.78%	118.32			
	5000	1-Oct-11	31-Dec-11	92	9.15%	115.32	531.56	531.56	0.00
	2778	1-Oct-11	31-Dec-11	92	9.11%	63.79			
	7000	1-Oct-11	31-Dec-11	92	8.88%	156.68			
	3500	1-Oct-11	31-Dec-11	92	8.78%	77.46			
	4800	1-Oct-11	31-Dec-11	92	9.78%	118.32			
	5000	1-Jan-12	31-Mar-12	91	9.15%	114.06	525.78	525.78	0.00
	2778	1-Jan-12	31-Mar-12	91	9.11%	63.10			
	7000	1-Jan-12	31-Mar-12	91	8.88%	154.97			
	3500	1-Jan-12	31-Mar-12	91	8.78%	76.61			
	4800	1-Jan-12	31-Mar-12	91	9.78%	117.04			
	23078	1-Apr-12	29-Apr-12	29	9.118%	167.19	509.73	509.73	0.00
	22116.42	30-Apr-12	30-Jun-12	62	9.118%	342.54			
	22116.42	1-Jul-12	30-Sep-12	92	9.118%	508.29	508.29	508.29	0.00
	22116.42	1-Oct-12	30-Oct-12	30	9.118%	165.75	493.39	493.39	0.00
	21154.83	31-Oct-12	31-Dec-12	62	9.118%	327.65			
	21154.83	1-Jan-13	31-Mar-13	90	9.118%	475.62	475.62	475.62	0.00
	21154.83	1-Apr-13	29-Apr-13	29	9.118%	153.25	466.01	466.01	0.00
	20193.25	30-Apr-13	30-Jun-13	62	9.118%	312.76			
	20193.25	1-Jul-13	30-Sep-13	92	9.118%	464.09	464.09	464.09	0.00
	20193.25	1-Oct-13	10-Oct-13	10	9.118%	50.44	50.44	50.44	0.00
	20193.25	11-Oct-13	30-Oct-13	20	9.118%	100.89	249.82	124.91	124.91
	19231.67	31-Oct-13	30-Nov-13	31	9.118%	148.93			
	19231.67	1-Dec-13	31-Dec-13	31	9.118%	148.93	148.93	37.23	111.70
	19231.67	1-Jan-14	28-Feb-14	59	9.118%	283.45	283.45	70.86	212.59
2	UCO BANK								
	50000	20-Jan-10	31-Mar-10	71	8.60%	836.44	836.44	836.44	0.00
	50000	1-Apr-10	28-Jun-10	89	8.60%	1048.49	1076.77	1076.77	0.00
	60000	29-Jun-10	30-Jun-10	2	8.60%	28.27			
	60000	1-Jul-10	30-Sep-10	92	8.60%	1300.60	1300.60	1300.60	0.00
	60000	1-Oct-10	30-Dec-10	91	8.60%	1286.47	1301.84	1301.84	0.00
	60000	31-Dec-10	31-Dec-10	1	9.35%	15.37			
	60000	1-Jan-11	31-Mar-11	90	9.35%	1383.29	1383.29	1383.29	0.00
	60000	1-Apr-11	30-Jun-11	91	9.35%	1398.66	1398.66	1398.66	0.00
	60000	1-Jul-11	30-Sep-11	92	9.35%	1414.03	1414.03	1414.03	0.00
	60000	1-Oct-11	30-Dec-11	91	9.35%	1398.66	1417.32	1417.32	0.00
	60000	31-Dec-11	31-Dec-11	1	11.35%	18.66			
	60000	1-Jan-12	31-Mar-12	91	11.35%	1697.84	1697.84	1697.84	0.00
	60000	1-Apr-12	30-Jun-12	91	11.35%	1697.84	1697.84	1697.84	0.00
	60000	1-Jul-12	30-Sep-12	92	11.35%	1716.49	1716.49	1716.49	0.00
	60000	1-Oct-12	30-Dec-12	91	11.35%	1697.84	1714.38	1714.38	0.00
	57500	31-Dec-12	31-Dec-12	1	10.50%	16.54			
	57500	1-Jan-13	10-Feb-13	41	10.50%	678.18	1465.54	1465.54	0.00
	57500	11-Feb-13	31-Mar-13	49	10.20%	787.36			
	57500	1-Apr-13	28-Jun-13	89	10.20%	1430.10	1460.84	1460.84	0.00
	55000	29-Jun-13	30-Jun-13	2	10.20%	30.74			
	55000	1-Jul-13	30-Sep-13	92	10.20%	1414.03	1414.03	1414.03	0.00
	55000	1-Oct-13	10-Oct-13	10	10.20%	153.70	153.70	153.70	0.00
	55000	11-Oct-13	30-Oct-13	20	10.20%	307.40	783.86	391.93	391.93



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URI-II

Calculation of Normative Loan and Interest

(₹ in Crores)

Year / Month	Cummulative Exp	Sources			Interest	
		Equity	Commercial Loan	Normative Loan	Rate of Interest	Interest on Normative Loan
		30%	70%			
2001-02	2.71	0.81	0.00	1.90	12.52%	0.12
2002-03	8.62	2.59	0.00	6.03	11.59%	0.46
2003-04	19.35	5.81	0.00	13.55	10.54%	1.03
2004-05	31.48	9.44	0.00	22.04	9.11%	1.62
2005-06	50.65	15.20	0.00	35.46	8.09%	2.33
2006-07	156.62	46.99	0.00	109.63	7.97%	5.78
2007-08	331.25	99.38	182.78	49.10	8.18%	6.49
2008-09	722.57	216.77	230.78	275.02	9.34%	15.14
						32.97
<i>Upto Mar-09</i>	722.57	216.77	230.78	275.02		
Apr-09	789.10	236.73	230.78	321.59	9.54%	2.37
May-09	810.44	243.13	230.78	336.53	9.54%	2.62
Jun-09	832.58	249.78	230.78	352.03	9.54%	2.74
Jul-09	856.49	256.95	230.78	368.76	9.54%	2.86
Aug-09	874.71	262.41	230.78	381.52	9.54%	2.98
Sep-09	903.08	270.93	230.78	401.38	9.54%	3.11
Oct-09	935.65	280.69	230.78	424.17	9.54%	3.28
Nov-09	951.98	285.59	230.78	435.61	9.54%	3.42
Dec-09	971.14	291.34	230.78	449.02	9.54%	3.52
Jan-10	996.31	298.89	730.78	-33.36	9.54%	1.65
Feb-10	1021.16	306.35	730.78	-15.97	9.54%	-0.20
Mar-10	1087.68	326.30	730.78	30.60	9.54%	0.06
						28.41
<i>Upto Mar-10</i>	1087.68	326.30	730.78	30.60		
Apr-10	1111.48	333.44	730.78	47.26	9.16%	0.30
May-10	1128.01	338.40	730.78	58.83	9.16%	0.41
Jun-10	1147.15	344.15	830.78	-27.77	9.16%	0.12
Jul-10	1163.50	349.05	830.78	-16.33	9.16%	-0.17
Aug-10	1187.42	356.23	830.78	0.41	9.16%	-0.06
Sep-10	1211.77	363.53	830.78	17.46	9.16%	0.07
Oct-10	1234.88	370.46	830.78	33.64	9.16%	0.20
Nov-10	1264.90	379.47	830.78	54.65	9.16%	0.34
Dec-10	1290.19	387.06	830.78	72.35	9.16%	0.48
Jan-11	1327.87	398.36	830.78	98.73	9.16%	0.65
Feb-11	1361.70	408.51	830.78	122.41	9.16%	0.84
Mar-11	1399.23	419.77	830.78	148.68	9.16%	1.03



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URI-II

Calculation of Normative Loan and Interest

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(₹ in Crores)

Year / Month	Cummulative Exp	Sources			Interest	
		Equity	Commercial Loan	Normative Loan	Rate of Interest	Interest on Normative Loan
		30%	70%			
						4.21
<i>Upto Mar-11</i>	1399.23	419.77	830.78	148.68		
Apr-11	1432.09	429.63	830.78	171.68	9.55%	1.27
May-11	1451.77	435.53	830.78	185.46	9.55%	1.42
Jun-11	1479.33	443.80	830.78	204.75	9.55%	1.55
Jul-11	1500.13	450.04	830.78	219.31	9.55%	1.69
Aug-11	1522.71	456.81	830.78	235.12	9.55%	1.81
Sep-11	1542.17	462.65	830.78	248.74	9.55%	1.92
Oct-11	1575.98	472.79	830.78	272.41	9.55%	2.07
Nov-11	1603.83	481.15	830.78	291.90	9.55%	2.24
Dec-11	1630.90	489.27	830.78	310.85	9.55%	2.40
Jan-12	1653.86	496.16	962.78	194.92	9.55%	2.01
Feb-12	1671.01	501.30	962.78	206.93	9.55%	1.60
Mar-12	1693.59	508.08	1022.78	162.73	9.55%	1.47
						21.45
<i>Upto Mar-12</i>	1693.59	508.08	1022.78	162.73		
Apr-12	1717.70	515.31	1013.16	189.23	10.95%	1.61
May-12	1731.19	519.36	1013.16	198.67	10.95%	1.77
Jun-12	1744.34	523.30	1043.16	177.87	10.95%	1.72
Jul-12	1757.40	527.22	1043.16	187.02	10.95%	1.67
Aug-12	1772.30	531.69	1043.16	197.45	10.95%	1.75
Sep-12	1787.44	536.23	1043.16	208.04	10.95%	1.85
Oct-12	1825.39	547.62	1033.55	244.22	10.95%	2.06
Nov-12	1843.25	552.97	1033.55	256.72	10.95%	2.29
Dec-12	1860.84	558.25	1008.55	294.03	10.95%	2.51
Jan-13	1880.57	564.17	1008.55	307.85	10.95%	2.75
Feb-13	1903.38	571.01	1037.59	294.77	10.95%	2.75
Mar-13	1928.07	578.42	1187.59	162.06	10.95%	2.08
						24.81
<i>Upto Mar-13</i>	1928.07	578.42	1187.59	162.07		
Apr-13	1954.47	586.34	1177.97	190.16	10.34%	1.52
May-13	1972.74	591.82	1177.97	202.95	10.34%	1.69
Jun-13	1985.22	595.57	1158.97	230.68	10.34%	1.87
Jul-13	1997.26	599.18	1158.97	239.11	10.34%	2.02
Aug-13	2034.61	610.38	1200.22	224.01	10.34%	2.00
Sep-13	2034.61	610.38	1220.22	204.01	10.34%	1.84
10.10.2013	2034.61	610.38	1220.22	204.01	10.34%	0.58



My

URI-II

Calculation of Normative Loan and Interest

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(₹ in Crores)

Year / Month	Cummulative Exp	Sources			Interest	
		Equity	Commercial Loan	Normative Loan	Rate of Interest	Interest on Normative Loan
		30%	70%			
						11.52
4 Unit						123.37
11-31.10.2013	2157.98	647.39	1210.61	299.98	10.34%	1.50
2 Unit						0.75
2 Unit						0.75
01-30.11.2013	2158.73	647.62	1246.61	264.50	10.34%	2.43
2 Unit						1.22
2 Unit						1.22
01-31.12.2013	2159.94	647.98	1246.61	265.35	10.34%	2.28
3Unit						1.71
1Unit						0.57
01-31.01.2014	2160.51	648.15	1221.61	290.75	10.34%	2.40
3Unit						1.80
1Unit						0.60
01-28.02.2014	2161.11	648.33	1221.61	291.17	10.34%	2.51
3Unit						1.88
1Unit						0.63
01.03.2014	2175.69	652.71	1221.61	301.38	10.34%	127.13
Cash Cost	2175.69					
Unpaid Liability	91.66					
Total Cost	2267.35					



Hy

Annexure-III to Form-14



Calculation Of Effective Rate Of Interest for URI-II Project

Formula for Effective Rate of Interest $= (1+r/m)^m - 1$

r = rate of interest p.a

m = frequency of interest payment

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2008	Project	Bench Mark rate as on 31.03.2008	-ve spread	r	m	r/m	1+r/m	(1+r/m)^m	(1+r/m)^m - 1	{(1+r/m)^m - 1} X 100 (in %)	INTEREST
	LIC	13 Year G-Sec plus 75 bps	50.00		9.150		0.0915	12	0.0076	1.0076	1.0951	0.0951	9.51	4.76
	LIC	13 Year G-Sec plus 75 bps	27.78		9.110		0.0911	12	0.0076	1.0076	1.0951	0.0951	9.51	2.64
	LIC	13 Year G-Sec plus 75 bps	70.00		8.880		0.0888	12	0.0074	1.0074	1.0925	0.0925	9.25	6.48
	LIC	13 Year G-Sec plus 75 bps	35.00		8.780		0.0878	12	0.0073	1.0073	1.0912	0.0912	9.12	3.19
			182.78											17.06
Weighted Average Annualized Rate														9.34

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2009	Project	Bench Mark rate as on 31.03.2009	-ve spread	r	m	r/m	1+r/m	(1+r/m)^m	(1+r/m)^m - 1	{(1+r/m)^m - 1} X 100 (in %)	INTEREST
	LIC	13 Year G-Sec plus 75 bps	50.00		9.150		0.0915	12	0.0076	1.0076	1.0951	0.0951	9.51	4.76
	LIC	13 Year G-Sec plus 75 bps	27.78		9.110		0.0911	12	0.0076	1.0076	1.0951	0.0951	9.51	2.64
	LIC	13 Year G-Sec plus 75 bps	70.00		8.880		0.0888	12	0.0074	1.0074	1.0925	0.0925	9.25	6.48
	LIC	13 Year G-Sec plus 75 bps	35.00		8.780		0.0878	12	0.0073	1.0073	1.0912	0.0912	9.12	3.19
	LIC	13 Year G-Sec plus 75 bps	48.00		9.7800		0.0978	12	0.0082	1.0082	1.1030	0.1030	10.30	4.94
			230.78											22.01
Weighted Average Annualized Rate														9.54

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2010	Project	Bench Mark rate as on 31.03.2010	-ve spread	r	m	r/m	1+r/m	(1+r/m)^m	(1+r/m)^m - 1	{(1+r/m)^m - 1} X 100 (in %)	INTEREST
	LIC	13 Year G-Sec plus 75 bps	50.00		9.150		0.0915	12	0.0076	1.0076	1.0951	0.0951	9.51	4.76
	LIC	13 Year G-Sec plus 75 bps	27.78		9.110		0.0911	12	0.0076	1.0076	1.0951	0.0951	9.51	2.64
	LIC	13 Year G-Sec plus 75 bps	70.00		8.880		0.0888	12	0.0074	1.0074	1.0925	0.0925	9.25	6.48
	LIC	13 Year G-Sec plus 75 bps	35.00		8.780		0.0878	12	0.0073	1.0073	1.0912	0.0912	9.12	3.19

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Calculation Of Effective Rate Of Interest for URI-II Project

Formula for Effective Rate of Interest $= (1+r/m)^m - 1$

r = rate of interest p.a

m = frequency of interest payment

LIC	13 Year G-Sec plus 75 bps	48.00	9.7800	0.0978	12	0.0082	1.0082	1.1030	0.1030	10.30	4.94
UCO BANK	Base Rate+0.00%	500.00	8.6000	0.0860	12	0.0072	1.0072	1.0899	0.0899	8.99	44.95
		730.78									66.96
Weighted Average Annualized Rate											9.16

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2011	Project	Bench Mark rate as on 31.03.2011	-ve spread	r	m	r/m	1+r/m	(1+r/m)^m	(1+r/m)^m - 1	{(1+r/m)^m - 1} X 100 (in %)	INTEREST
	LIC	13 Year G-Sec plus 75 bps	50.00		9.150		0.0915	12	0.0076	1.0076	1.0951	0.0951	9.51	4.76
	LIC	13 Year G-Sec plus 75 bps	27.78		9.110		0.0911	12	0.0076	1.0076	1.0951	0.0951	9.51	2.64
	LIC	13 Year G-Sec plus 75 bps	70.00		8.880		0.0888	12	0.0074	1.0074	1.0925	0.0925	9.25	6.48
	LIC	13 Year G-Sec plus 75 bps	35.00		8.780		0.0878	2	0.0439	1.0439	1.0897	0.0897	8.97	3.14
	LIC	13 Year G-Sec plus 75 bps	48.00		9.7800		0.0978	2	0.0489	1.0489	1.1002	0.1002	10.02	4.81
	UCO BANK	Base Rate+0.00%	600.00		9.3500		0.0935	2	0.0468	1.0468	1.0958	0.0958	9.58	57.48
			830.78											79.30
Weighted Average Annualized Rate														9.55

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2012	Project	Bench Mark rate as on 31.03.2012	-ve spread	r	m	r/m	1+r/m	(1+r/m)^m	(1+r/m)^m - 1	{(1+r/m)^m - 1} X 100 (in %)	INTEREST
	LIC	13 Year G-Sec plus 75 bps	50.00		9.150		0.0915	12	0.0076	1.0076	1.0951	0.0951	9.51	4.76
	LIC	13 Year G-Sec plus 75 bps	27.78		9.110		0.0911	12	0.0076	1.0076	1.0951	0.0951	9.51	2.64
	LIC	13 Year G-Sec plus 75 bps	70.00		8.880		0.0888	12	0.0074	1.0074	1.0925	0.0925	9.25	6.48
	LIC	13 Year G-Sec plus 75 bps	35.00		8.780		0.0878	2	0.0439	1.0439	1.0897	0.0897	8.97	3.14
	LIC	13 Year G-Sec plus 75 bps	48.00		9.7800		0.0978	2	0.0489	1.0489	1.1002	0.1002	10.02	4.81
	UCO BANK	Base Rate+0.00%	600.00		11.3500		0.1135	2	0.0568	1.0568	1.1168	0.1168	11.68	70.08
	CORPORATION BANK	Base Rate	132.00		10.6500		0.1065	2	0.0533	1.0533	1.1094	0.1094	10.94	14.44
	Q-SERIES BONDS	FIXED	60.00		9.2500		0.0925	2	0.0463	1.0463	1.0947	0.0947	9.47	5.68
			1022.78											112.02
Weighted Average Annualized Rate														10.95

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Formula for Effective Rate of Interest $= (1+r/m)^m - 1$

r = rate of interest p.a

m = frequency of interest payment

Sl.No.	Name of the Bank/FI	Actual Rate Of Interest	Amount o/s as on 31.03.2013	Project	Bench Mark rate as on 31.03.2013	-ve spread	r	m	r/m	1+r/m	$(1+r/m)^m$	$(1+r/m)^m - 1$	$\{(1+r/m)^m - 1\} \times 100$ (in %)	INTEREST
	LIC	13 Year G-Sec plus 75	211.55		9.118		0.0912	12	0.0076	1.0076	1.0951	0.0951	9.51	20.12
	UCO BANK	Base Rate+0.00%	575.00		10.2000		0.1020	12	0.0085	1.0085	1.1069	0.1069	10.69	61.47
	CORPORATION BANK	Base Rate	132.00		10.2500		0.1025	12	0.0085	1.0085	1.1069	0.1069	10.69	14.11
	CANARA BANK	Base Rate	20.000		10.2500		0.1025	2	0.0513	1.0513	1.1052	0.1052	10.52	2.10
	PUNJAB & SIND BANK	Base Rate	10.00		10.2500		0.1025	2	0.0513	1.0513	1.1052	0.1052	10.52	1.05
	STATE BANK OF INDIA	Base Rate plus 0.49%	150.00		10.1900		0.1019	2	0.0510	1.0510	1.1046	0.1046	10.46	15.69
	Q-SERIES BONDS	FIXED	60.00		9.2500		0.0925	2	0.0463	1.0463	1.0947	0.0947	9.47	5.68
	R1-SERIES BONDS	FIXED	29.04		8.7000		0.0870	2	0.0435	1.0435	1.0889	0.0889	8.89	2.58
			1187.59											122.81
	Weighted Average Annualized Rate													10.34

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Name of the Company : NHPC Ltd
 Name of the Power Station : URI-II POWER STATION
 Actual Cash Expenditure

	Fin Year	Quarter-I	Quarter-II	Quarter-III	Quarter-IV	TOTAL
Payment to contractors/suppliers	2000-01	7,339,507				7,339,507
% of fund deployment						0
Payment to contractors/suppliers	2001-02	22,701,284				22,701,284
% of fund deployment						0
Payment to contractors/suppliers	2002-03	63,897,464				63,897,464
% of fund deployment						0
Payment to contractors/suppliers	2003-04	113,791,409				113,791,409
% of fund deployment						0
Payment to contractors/suppliers	2004-05	129,083,549				129,083,549
% of fund deployment						0
Payment to contractors/suppliers	2005-06	203,276,693				203,276,693
% of fund deployment						0
Payment to contractors/suppliers	2006-07	1,083,387,039				1,083,387,039
% of fund deployment						0
Payment to contractors/suppliers	2007-08	1,799,138,026				1,799,138,026
% of fund deployment						0
Payment to contractors/suppliers	2008-09	3,995,542,880				3,995,542,880
% of fund deployment						0
Payment to contractors/suppliers	2009-10	3,616,236,770				3,616,236,770
% of fund deployment						0
Payment to contractors/suppliers	2010-11	3,180,791,881				3,180,791,881
% of fund deployment						0
Payment to contractors/suppliers	2011-12	3,018,456,492				3,018,456,492
% of fund deployment						0
Payment to contractors/suppliers	2012-13	2,297,057,111				2,297,057,111
% of fund deployment						
Payment to contractors/suppliers	2013-14	383,092,103				383,092,103
% of fund deployment						
GRAND TOTAL		19,913,792,208				19,913,792,208

Note: If there is variation between payment and fund deployment justification need to be furnished

For Gupta, Gupta & Associates
 Chartered Accountants


 Partner



For NHPC Ltd.


 (A.K. Pandey)
 CE (Commercial)
 Commercial Division

CALCULATION OF OPERATION AND MAINTENANCE EXPENSES

Name of the Company : NHPC LIMITED
Name of the Power station : URI-II HE PROJECT

(Rs lacs)

	2003-04	2004-05	2005-06	2006-07	2007-08	2003-04 to 2007-08	2008-09	2009-10	2009-10 with salary hikes	From 11/10/2013 to 30/11/2013	From 01/12/2013 to 28/02/2014	From 01/03/2014 to 31/03/2014	
1	2	3	4	5	6	7	8	9	10	11	12	13	14

CASE I : O&M data available for 2003-04 to 2007-08

(Base O&M on the basis of actual data)

A) Total O&M Expenses

B) Abnormal O&M expenses*

- Additional security expenses

- Siltation

- Over staffing

- Any Other (Specify)

C) (A-B)

Calculation of average normalized O&M at 2007-08 price level

Escalation rate (Esc)%	5.17	5.17	5.17	5.17	5.17		5.72	5.72	5.72	5.72	5.72	5.72	5.72
------------------------	------	------	------	------	------	--	------	------	------	------	------	------	------

CASE II : New stations for which O&M data for 2003-04 to 2007-08 is not available

Year of Commissioning

Calculation of Base O&M**

Project cost

Assuming year of Commissioning 2004-05*

Project Cost x .02 x No. days / 365

N1 x (Esc)²

N1 x (Esc)

N4

Average (N1-N4)

N x (Esc)

N x (Esc)²

343.13

908.28

417.14

* Abnormal O&M expenses such as:

- Security expenses on account of insurgency (other than normal security)
- Due to abnormal siltation

CASE II

** Escalation for new station during 2005-06 will be on pro data basis

* P1, P2,.....P5 are the actual O&M Expenses claimed in the year 2003-04, 2004-05,.....2007-08 respectively.

For Gupta, Gupta & Associates
Chartered Accountants

For NHPC Ltd.

Partner

(A.K. Pandey)

CE (Commercial)

Commercial Division

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Annex to Form-15A

Name of the Company:
Name of the Power Station :

NHPC LIMITED
URI-II POWER STATION

Calculation of O&M expenses from 11/10/13 to 31/03/2014

		(Rs. in Lac)
(i)	Capital Cost as on COD (Excluding Un-discharged Liability)	217568.47
(ii)	Capital Expenditure as per the original scope up to Cut-Off date	19651.33
(iii)	Liability to be discharged upto cut off date	8924.12
	Less : Deletions	195.87
(iv)	Less : R&R Expenses	375.00
(v)	Total capital expenditure up to cut-off date = (i)+(ii)+(iii)-(iv)	245573.05
(vi)	O&M Expenses full year for Two Machine	2455.73
(vii)	O&M Expenses full year for Three Machine	3683.60
(viii)	O&M Expenses full year for all four Machine @2% p.a.	4911.46
(ix)	O&M Expenses from 11.10.2013 to 30.11.13 (for 2 Machine & 51 days)	343.13
(x)	O&M Expenses from 01.12.2013 to 28.02.2014 (for 3 Machine & 90 days)	908.28
(xi)	O&M Expenses from 01.03.2014 to 31.03.2014 (for all 4 Machine & 31 days)	417.14



By

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FORM-15B

DETAILS OF OPERATION AND MAINTENANCE EXPENSES

Name of the Company : NHPC Limited

Name of the Power station : URI-II Power Station

(Figures in Lakh)

Sl. No.	ITEMS	2003-04	2004-05	2005-06	2006-07	2007-08
1	2	4	5	6	7	8
(A)	Breakup of Corporate Expenses (Aggregate at Comp. level)					
1	Employee Expenses					
	a Salary, Wages, Allowances and Benefits					
	b Staff Welfare Expenses					
	c productive linked incentive					
	d Expenditure on VRS					
	e Ex-gratia					
	Sub-total					
2	Administrative Expenses					
	a Repair & Maintenance					
	b Training and Recruitment					
	c Communication					
	d Travelling & Conveyance					
	e Rent					
	f Others					
	Sub-Total (Administrative Expenses)					
3	Security					
4	Donation					
5	provision					
6	Others					
	Total (1 to 6)					
8	Less: Recoveries					
9	Net Corporate Expenses (Aggregate)					
(B)	Detail of number of Employees					
	1) Executive					
	2) Non Executive					
	3) Skilled					
	4) Non-Skilled					
	Total					
Notes						
I)	The methodology of allocation of corporate expenses to various functional activities and allocation of corporate expenses pertaining to power generation to each operating stations and stations under construction should be clearly specified.					
II)	An annual increase in O&M expenses under a given head in excess of 20 percent should be explained with proper justification.					
III)	The data should be based on audited balance sheets.					
IV)	Details of arrears, if any pertaining to period prior to the year 2003-04 should be mentioned separately.					
V)	No. of employees opting for VRS during each year should be indicated.					
VI)	Details of abnormal expenses, if any shall be furnished separately.					
VII)	The monthwise provisions made in the employee cost during 2006-07 and 2007-08 towards wage revision / arrears shall be provided separately.					

For Gupta, Gupta & Associates
Chartered Accountants

For NHPC Ltd.

Partner



(A.K. Pandey)

CE (Commercial)
Commercial Division

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FORM-15B (CO)

DETAILS OF RUNNING EXPENSES (At Corporate Level)

Name of the Company: NHPC Limited, Faridabad

(Figures in Lakh)

Sl. No.	ITEMS	2003-04	2004-05	2005-06	2006-07	2007-08
1	2	4	5	6	7	8
(A)	Breakup of Corporate Expenses (Aggregate at Comp. level)					
1	Employee Expenses					
a	Salary, Wages, Allowances and Benefits					
b	Staff Welfare Expenses					
c	productive linked incentive					
d	Expenditure on VRS					
e	Ex-gratia					
	Sub-total					
2	Administrative Expenses					
a	Repair & Maintenance					
b	Training and Recruitment					
c	Communication					
d	Travelling & Conveyance					
e	Rent					
f	Others					
	Sub-Total (Administrative Expenses)					
3	Security					
4	Donation					
5	provision					
6	Others					
	Total (1 to 6)					
8	Less: Recoveries					
9	Net Corporate Expenses (Aggregate)					
(B)	Allocation of Corporate Expenses to various Functional Activities					
1	O&M					
2	Contract & Consultancy					
3	Construction					
	Total					
(C)	Allocation of Corporate Expenses relating to functional activity of Power Generation to					
1	LOKTAK					
2	BAIRASIUL					
3	SALAL - I					
4	CHAMERA-I					
5	TANAKPUR					
6	URI					
7	RANGIT					
8	CHAMERA II					
9	DHAULI GANGA					
10	DULHASTI					
11	TEESTA-V					
	TOTAL					
(D)	Detail of number of Emoployees					
	1) Executive					
	2) Non Executive					
	3) Skilled					
	4) Non-Skilled					
	Total					
	Notes					
I)	An annual increase in O&M expenses under a given head in excess of 20 percent should be explained with proper justification.					
II)	The data should be based on audited balance sheets.					
III)	Details of arrears, if any pertaining to period prior to the year 2003-04 should be mentioned separately.					
IV)	No. of employees opting for VRS during each year should be indicated.					
V)	Details of abnormal expenses, if any shall be furnished separately.					
VI)	The monthwise provisions made in the employee cost during 2006-07 and 2007-08 towards wage revision / arrears shall be provided separately.					

NOT APPLICABLE

For Gupta, Gupta & Associates
Chartered Accountants

Partner




For NHPC Ltd.

(A.K. Pandey)
CE (Commercial)
Commercial Division



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FORM-16A

Design energy and peaking capability (Monthwise)- ROR with Pondage/ Storage
Type New Station

Generating Company : **NHPC Limited**

Name of Hydro-Electric Generating Station : URI-II HE PROJECT.			
Installed Capacity		4 X 60 MW =	240 MW
Month		Design Energy * (MUs)	Designed Peaking Capability (MW)*
April	I	Not applicable	
	II		
	III		
May	I		
	II		
	III		
June	I		
	II		
	III		
July	I		
	II		
	III		
August	I		
	II		
	III		
September	I		
	II		
	III		
October	I		
	II		
	III		
November	I		
	II		
	III		
December	I		
	II		
	III		
January	I		
	II		
	III		
February	I		
	II		
	III		
March	I		
	II		
	III		
Total			
* As per DPR / TEC of CEA			
Note:			
Specify the number of peaking hours for which station has been designed - 3 hours.			

**For M/s Gupta, Gupta & Associates
Chartered Accountants**

[Signature]
Partner

For NHPC Limited

[Signature]
(A.K. Pandey)
CE (Commercial)

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Design energy and peaking capability (Monthwise)- ROR Type New Station			
Generating Company : NHPC Limited			
Name of Hydro-Electric Generating Station : URI-II Power Station			
Installed Capacity		4 X 60 MW =	240 MW
Month		Design Energy* (MUs)	MW Continuous*
April	I	54.72	240.00
	II	54.72	240.00
	III	54.72	240.00
May	I	54.72	240.00
	II	54.72	240.00
	III	60.19	240.00
June	I	33.92	141.33
	II	30.65	127.72
	III	39.96	166.51
July	I	30.51	127.10
	II	27.77	115.71
	III	34.32	129.99
August	I	40.77	169.88
	II	30.88	128.65
	III	30.98	117.37
September	I	21.25	88.56
	II	20.72	86.32
	III	20.88	86.99
October	I	14.92	62.18
	II	13.43	55.96
	III	13.26	50.21
November	I	23.00	95.92
	II	17.58	73.26
	III	14.94	62.23
December	I	12.87	53.64
	II	13.48	56.15
	III	14.77	55.94
January	I	11.57	48.23
	II	20.67	86.13
	III	21.24	80.44
February	I	17.13	71.40
	II	23.65	98.54
	III	38.94	202.82
March	I	41.02	170.90
	II	54.71	227.97
	III	60.19	240.00
Total		1123.77	

* As per DPR / TEC of CEA dated 11.02.2004

For M/s Gupta, Gupta & Associates
Chartered Accountants

For NHPC Limited


Partner




(A.K. Pandey)
CE (Commercial)

LOAN AGREEMENT
AND MOU OF LIC1
OF RS. 6500 CRORES

BETWEEN

NATIONAL HYDROELECTRIC POWER CORPORATION

AND

THE LIFE RAJEE CORPORATION

LINE OF CREDIT AGREEMENT
DATED 17th DAY OF February 2005

BETWEEN

NATIONAL HYDROELECTRIC POWER CORPORATION LIMITED
As Borrower

AND

LIFE INSURANCE CORPORATION OF INDIA
As Lender

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महाराष्ट्र MAHARASHTRA
General Station, Office, Mumbai

Date.....

L.S.V. No.....

10 FEB 2005

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Proper Officer

एच. एम. जी. रोड, एसप्लान्डे मंगल, काळा पोडा

मुंबई-२३, फोन : २२८७ ५७५५

परवानाधारक मुद्रांक अधिकारी

परवाना क्रमांक नं. २०७

B 133090

16 FEB 2005

क्रमांक 7141 दिनांक

M/9/निर्वा/निर्वा

पंजाब न्यायपालिका मुद्रांक फोरम चिकित्सा

परवानाधारक मुद्रांक चिकित्सा

National Hydroelectric Power Corp Ltd

THIS LINE OF CREDIT AGREEMENT made at Mumbai this 17th day of February Two Thousand and Five (this Agreement) between:

NATIONAL HYDROELECTRIC POWER CORPORATION LIMITED, a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its Registered Office at N.H.P.C. Office Complex, Sector-33, Faridabad-121003 (hereinafter referred to as "the Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

AND

LIFE INSURANCE CORPORATION OF INDIA, a corporation constituted by the Life Insurance Corporation of India Act, 1956 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai - 400 021 in the State of Maharashtra (hereinafter referred to as the "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS

The following capitalized terms wherever used in the Agreement shall have the meanings given hereunder:

"Amortization Schedule" shall mean the schedules of repayment of the principal amount set forth in Schedule II hereto as may be modified from time to time.

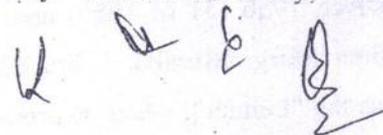
"Annual Commitment" shall have the meaning specified in section 2.3 of Article II.

"Applicable Law" means to include any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, by-law, Government Approval, directive, guideline, requirement or other governmental restriction or any decision or determination by, or any interpretation, policy or administration of any of the foregoing, by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of the Agreement or thereafter.

"Applicable Rate" means 100 basis points over the Base GS Rate with a floor rate of 6.5% p.a. provided the Credit Rating of the Borrower or its debt instrument(s) will be AAA on the date of the disbursement. In case the Credit Rating falls below AAA, then the rate of interest shall be increased by 25 basis point for each notch below AAA rating.

"Base GS Rate" means the rate of interest calculated on the basis of annualized yield of average 7 Business Days for an average of available Government securities of 13-years maturity period reckoned up-to two Business Days before the date of each disbursement, as per Reuter/ Telerate-Moneyline. For the purpose of arriving an average of available Government securities of 13-years maturity, the deals recorded on National Stock Exchange of India (NSE) exceeding Rupees five (5) crores shall be considered.

"Business Day" shall mean a day, which is not a Sunday, or a bank holiday at Mumbai.



“Capital Expenditure” shall mean all expenditure by the Borrower incurred for implementation of hydroelectric projects in India as are required to be capitalized in accordance with GAAP.

“Charged Assets” shall mean all or any of the assets (whether tangible or intangible or movable or immovable) of the Borrower both present and future over which Security is created and/or required to be created in accordance with or pursuant to Article III in favour of the Lender.

“Commercial Operation Date” or **“COD”** with respect to each of Project I and Project II as referred to in Section 3.1 A (a) shall mean the dates on which each of the respective Projects have been certified by the Borrower to have been achieved into the commercial operations.

“Credit Rating” shall mean the latest credit rating of the Borrower or, its debt instrument (s) as provided by the reputed credit rating agency and shall include the levels ‘AAA’, ‘AA+’, ‘AA’, ‘AA-’, ‘A+’ and ‘A’ in the given sequence subject to the satisfaction of the Lender.

“Events of Default” shall mean all or any of the events specified in Section 7.1.

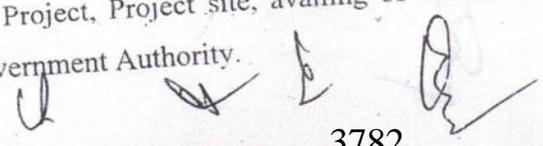
“Facility” shall mean the non-renewable line of credit of Rs. 6500 crore referred to in Section 2.1.

“Facility Year” shall mean the period commencing from 1st day of April of a calendar year up to and including the 31st day of March of the succeeding calendar year.

“GAAP” shall mean the generally accepted accounting principles consistently applied and as in effect from time to time in India.

“Government” shall mean to include Government of India and the relevant State Government(s).

“Government Approvals” shall mean the approvals and licenses, actions, authorizations, consents, rulings, permits, certifications and exemptions in relation to the Project, Project site, availing of the Facility, creation of Security issued by the Government Authority.



"Government Authority" shall mean any government department, local authorities (such as corporation, municipality, panchayat), commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body having jurisdiction over the matter or matters in question.

"GoI" shall mean Government of India.

"Material Adverse Effect" shall mean a material adverse effect on (i) the Security provided to the Lender, (ii) the business or financial condition of the Borrower, (iii) the ability of the Borrower to observe or perform any of its obligations under this agreement, (iv) the legality, validity and enforceability of this Agreement and (v) the realization of the rights and remedies of the Lender.

"Notice of Drawl" shall have the meaning specified in section 2.9(ii) of Article II.

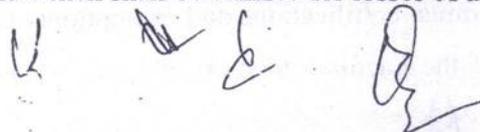
"Period of Facility" shall have the meaning specified in Section 2.3 of Article II.

"Project Collection Account" shall have the meaning specified in Section 3.3 of Article III.

"Security" shall mean any mortgage, hypothecation charge, pledge, assignment of Project Documents, lien of any kind, and any interest including any preferential arrangement required to be created by the Borrower and others in favour of the Lender as required under Article III hereof or under any other provision hereof.

"Security Documents" shall mean to include all the documents executed or obtained in favour of the Lender and delivered or deposited with the Lender for creation or effecting creation of Security and for perfecting and maintaining the Security.

"Self-Insurance Reserve Account" shall mean an account created/ to be created on year-to-year basis by transferring 0.5% of the gross block of the power stations as on the date of the Balance Sheet of the Borrower by charging to Profit & Loss Account and which shall be utilized for losses of assets for specified contingences.



"Survey & Investigation Projects" shall mean the projects approved by Central Electricity Authority/ Ministry of Power and awaiting Stage II/ III clearances.

1.2 INTERPRETATION

In this Agreement unless the context otherwise requires:

- i) the singular includes the plural and vice versa;
- ii) headings and the use of bold typeface shall be ignored in its construction;
- iii) a reference to a Section, or Schedule is, unless indicated to the contrary, a reference to a section in, or schedule to, this Agreement;
- iv) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- v) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or as any limitation upon the generality of any preceding words or matters specifically referred to;
- vi) references to the word "includes" or "including" are to be construed without limitation;
- vii) references to a party to this Agreement or a person shall include their respective successors, assignees or transferees;
- viii) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- ix) the words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular section in which such word may be used;
- x) words importing a particular gender shall include all genders;
- xi) "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association; and
- xii) references to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.

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ARTICLE II

PURPOSE, AMOUNT AND TERMS OF LINE OF CREDIT

2.1 AMOUNT AND TERMS OF LINE OF CREDIT

The Lender agrees to make available to the Borrower a non-renewable line of credit limit of Rs.6500 crore (the "Facility") and allow the Borrower to borrow there from and the Borrower agrees to borrow sums from out of and/or against the Facility in the manner, for the purpose and on the terms and conditions contained herein.

✓ 2.2 PURPOSE OF LINE OF CREDIT

The Borrower shall borrow from out of the Facility for the purposes of meeting (a) the fund requirement of construction projects duly approved by GoI; (b) the investment requirement of the Borrower for any future joint venture project approved by GoI, (c) to prepay any of the Borrower's high cost debt appearing in its portfolio in respect of operation and maintenance/ capital purposes availed from the other lenders, (d) the fund requirement of Survey and Investigation Projects awaiting Stage II/ Stage III clearances, as approved by the Ministry of Power/ Central Electricity Authority and (e) for any other purpose, if approved by the Lender during the Period of Facility:

2.3 LENDER'S COMMITMENT AND PERIOD OF LINE OF CREDIT

The Borrower shall avail the entire limit of the Facility in a period of eight years reckoning from the Facility Year 2004-2005 and ending with the Facility Year 2011-2012 unless the Lender at its sole discretion agrees to extend, which extension may be on such terms and conditions as the Lender may deem fit (the "Period of Facility"). The Lender agrees to commit sums in each Facility Year during the said Period of Facility, as set forth in Schedule I in (the "Annual Commitment") to be available to the Borrower for drawl for one or more of the Borrower's hydroelectric projects or any other purposes as stated in Section 2.2 above for availing of the Facility.

The Parties agree that notwithstanding anything to the contrary contained elsewhere the first year of the period of Facility shall reckon from and shall be deemed to have commenced from 1st day of April 2004 and the Borrower shall

accordingly avail the Annual Commitment for the first year of the Period of Facility.

2.4 UP FRONT FEE

The Borrower shall pay to the Lender in each of the years of the period of Facility an up-front fee at the rate of 0.20% of the Facility amount. Such up-front fee shall be payable in three equal annual installments. The Borrower has paid the first annual installment of up front fee amounting to Rs. 4.33 crores on May 3, 2004 to the Lender. The remaining two installments shall be paid on April 30, 2005 and April 30, 2006 respectively.

2.5 AVAILMENT OF ANNUAL COMMITMENT

The Borrower shall ensure compliance of all the terms and conditions of this Agreement including but not limited to conditions precedent to availing Facility, Annual Commitment, and disbursements against Annual Commitment and shall avail entire amounts of the Annual Commitments during the respective Facility Years of the Period of Facility. In case the Borrower fails to avail the Annual Commitment of any Facility Year during the Period of Facility in full, such undrawn portions of the Annual Commitments shall be carried over to the following Facility Years of the Period of Facility subject to (a) the last date of withdrawal of the entire amount of the Facility being March 31, 2012; and (b) payment of commitment charge as stipulated under Section 2.6.

2.6 COMMITMENT CHARGE

The Borrower shall pay to the Lender an annualised commitment charge payable on 30th day of April of each financial year on the aggregate of the undrawn portions of the Annual Commitments up to the Facility Year that ended with the preceding March 31st at the rate of 0.25% p.a.

2.7 INTEREST ETC.

(i) Interest

The Borrower agrees to pay interest on each of the disbursements availed by it at the Applicable Rate half-yearly on the last day of April and October in each year.

2.9 DRAW DOWN

(i) Draw down Schedule

The Borrower shall have provided to the Lender on or before the signing of this Agreement an indicative drawn down schedule in writing from out of the Annual Commitment for the first year of the Period of Facility and shall provide at least thirty (30) days before the commencement of each of the subsequent years of the Period of Facility the indicative draw down schedule, the hydroelectric project(s) and the purpose for which such disbursements are proposed to be availed.

(ii) Notice of Drawl and Report on Credit Rating

The Borrower shall furnish to the Lender a Notice of Drawl and the report of Credit Rating, not more than twenty one (21) and not less than fifteen (15) Business Days before the draw down date, which draw down date should be a Business Day. Each Notice of Drawl shall specify the aggregate amount of the disbursement to be made and the draw down date.

(iii) Acceleration of Draw down schedule

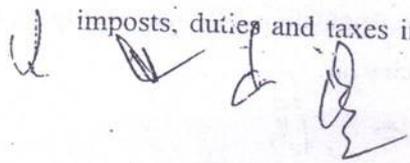
The Borrower may, subject to approval of the Lender, draw the amount of Facility at an accelerated amount against the indicative draw down amount as set out in the Schedule-1. Such accelerated amount shall not exceed by 25% of the Annual Commitment of the next following financial year.

2.10 ADJUSTMENT OF OVERDUES

The Lender may deduct from sums to be lent to the Borrower out of any Annual Commitment any monies then remaining due and payable by the Borrower to the Lender. The sums so deducted or adjusted shall be deemed to be disbursements made by the Lender notwithstanding anything contained in Sections 2.8 and 2.9.

2.11 IMPOSTS COSTS, TAXES AND CHARGES

(a) The Borrower shall, during the currency of the Facility bear all such imposts, duties and taxes including the Service tax (interest and other



From April 1, 2012 (i.e., the date of commencement of repayment schedule) the interest shall be charged on the basis of weighted average of the Applicable Rate. Such rate of interest shall be payable half-yearly on the last day of April & October in each year from the date of commencement of repayment schedule till the repayment of the Facility.

If the Borrower fails to create Security in full within a period of six months from the date of first disbursement, the aggregate of the amounts, if any, disbursed against the Facility shall carry additional interest at the rate of 1% p. a. from the date of first disbursement till creation of such Security payable on the dates specified above.

(ii) **Further Interest**

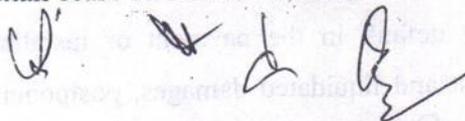
All interest on the amounts availed under the Facility and on all other monies accruing due under this Agreement shall, in case the same be not paid on the respective due dates, carry further interest at the Applicable Rate. Such interest will be computed from the respective due dates and shall become payable on the dates specified in Section 2.7 (i) upon the footing of compound interest with half-yearly rests.

(iii) **Liquidated Damages**

In case of default in payment of installments of principal, interest and other monies on their respective due dates, the Borrower shall pay on the defaulted amounts, liquidated damages at the rate of 2.0 % p.a. for the period of default. Liquidated damages shall be payable in the manner and on the dates as specified in Section 2.7(i). Arrears of liquidated damages shall carry interest as stipulated in Section 2.7(ii).

2.8 **LAST DATE OF WITHDRAWAL**

Unless the Lender otherwise agrees, the right to make draws from Facility shall cease on March 31, 2012



taxes, if any) as may be levied from time to time by any Government Authority pertaining to or in respect of the Facility and on the interest and other charges payable by the Borrower to the Lender under or pursuant to this Agreement.

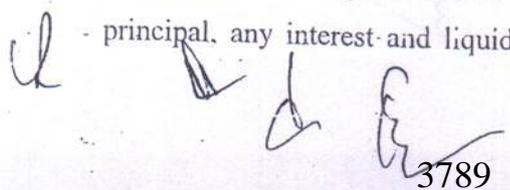
- (b) The Borrower shall pay all the other costs, charges, expenses (including costs of investigation of title, documentation, due diligence or any other cost for the protection of the Lender's interest including for enforcement of Security and recovery of dues) and expenses in anyway incurred by the Lender in connection with the making available and protection of the Facility and such additional stamp duty, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force in the State where the Charged Assets are situate or otherwise.
- (c) In the event the Borrower failing to pay the monies referred to in (a) and (b) above, the Lender will be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Lender in accordance with the provisions contained herein.

2.12 COMPUTATION OF INTEREST AND OTHER CHARGES

Interest and all other charges shall accrue from day to day and shall be computed on the basis of a 365 days year and the actual number of days elapsed.

2.13 REPAYMENT

- (i) The Borrower undertakes to repay the Facility i.e. the aggregate of the principal amounts of the Annual Commitments to the Lender in twenty-four (24) equal installments commencing from April 30, 2012 and in accordance with the Amortization Schedule set forth in Schedule II.
- (ii) The Lender may, in suitable circumstances and with the prior consent of the Borrower, revise, vary or postpone the repayment of the principal amounts of the Facility or the balance outstanding for the time being or any installment(s) of the principal amounts of the Facility or any part thereof.
- (iii) In the event of any default in the payment of installments of the principal, any interest and liquidated damages, postponement, if any.



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- allowed by the Lender shall be at the rate of interest as may be stipulated by the Lender at the time of postponement.
- (iv) If, for any reason, the amount finally disbursed by the Lender out of the Annual Commitments and consequently out of the Facility is less than the amount of the Facility, the installment(s) of repayment shall stand reduced proportionately but shall be payable on the due dates as specified in the Amortization Schedule.
- (v) If the due date in respect of any installment of principal, interest and liquidated damages and all other monies payable under this Agreement falls on a Sunday or a day which is a bank holiday at the place where the payment is to be made, the immediately preceding working day shall be the due date for such payment.

2.14 ACCELERATION OF REPAYMENT

If the Lender finds that the profitability of the Borrower, the cash flow and other circumstances so warrant, the Lender may, on previous intimation to the Borrower require the Borrower to prepay the outstanding amount of the Facility on the dates earlier than dates specified in the Amortization Schedule and also appropriately revise the amounts of repayment installments.

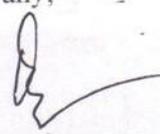
2.15 PREMATURE REPAYMENT

- (i) The Borrower shall not prepay the outstanding principal amounts of the Facility in full or in part, before the due dates except after obtaining the prior approval of the Lender, which may be granted without payment of premium on prepayment subject to receipt of 60 days notice. Such prepayment shall not be allowed during the drawdown period of Facility i.e. April 01, 2004 to March 31, 2012.
- (ii) At the option of the Lender the Borrower may, accelerate the repayment of the principal installments subject to such conditions as the Lender may deem fit.

2.16 APPROPRIATION OF PAYMENTS

- (a) Unless otherwise agreed to by the Lender, any payments due and payable under this Agreement and made by the Borrower shall be appropriated towards such dues in the following order, viz..
 - i) Premium on prepayment, if any;



- ii) Costs, fees, charges, expenses and other monies;
 - iii) Interest on costs, charges, expenses and other monies;
 - iv) Interest including additional interest, payable in terms of this Agreement;
 - v) Liquidated damages on defaulted amounts; and
 - vi) Repayment of installments of principal.
- (b) Notwithstanding anything contained in Clause (a) hereinabove, Lender may, at its discretion, appropriate such payments towards the dues, if any, payable by the Borrower in respect of other loans availed of by the Borrower from Lender in the order specified in the relative Loan Agreement(s).

2.17. PLACE AND MODE OF PAYMENT BY THE BORROWER

All monies payable by the Borrower to the Lender shall be paid to them at such office(s) as may be specified by them by telegraphic, telex or mail transfer to the account of such office(s) or by cheque or by bank draft drawn in favour of the Lender on a scheduled bank at Mumbai or such other place or to such other account as the Lender may notify to the Borrower and shall be so paid to enable the Lender to realize, at par, the amount on or before the due date. Credit for all payments by local cheque/ bank draft will be given on the date of realization or the due date, whichever is later.

2.18 REIMBURSEMENT OF EXPENSES

- (i) The Borrower shall reimburse all sums paid by the Lender under the provisions of this Agreement within 30 days from the date of notice of demand from the Lender. All such sums shall be debited to the Borrower's loan account and shall carry interest from the date of payment till such reimbursement at the Applicable Rate.
- (ii) In case of default in making such reimbursement within 30 days from the date of notice of demand, the Borrower shall also pay on the defaulted amounts, liquidated damages at the rate of 2.0% per annum from the expiry of 30 days from the date of notice of demand till reimbursement in accordance with the provisions of Section 2.7 (iii).

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ARTICLE III
SECURITY

2.19 LEGAL CHARGES

The Borrower shall pay to the Lender legal fees up to maximum of Rs.7.5 lacs and out of pocket expenses incurred in connection with the documentation and/or investigation of title and/or carrying out searches in respect of the Charged Assets undertaken and / or to be undertaken or arranged by the

Lender.

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ARTICLE - III
SECURITY

3.1 SECURITY FOR FACILITY

- A) The Facility together with all interest, liquidated damages, premium on prepayment, costs, expenses and other monies whatsoever stipulated and due to the Lender in accordance with this Agreement shall be secured by-
- a) a first mortgage and charge in a form satisfactory to the Lender of all the immovable properties, both present and future, of the Borrower's projects pertaining to (a) 8x250 MW Subansiri Lower Project located at Gerukamukh, Via Gogamukh, District Dhemaji, in the states of Assam and Arunachal Pradesh (Project I) and (b) 4x33 MW Teesta Lower Dam III Rambi Bazar, P.O. Reang, District Darjeeling-734231 in the state of West Bengal (Project II) (Project I and Project II are hereinafter collectively referred to as "Projects");
 - b) a first charge by way of hypothecation of all the Borrower's movables including plant, machinery, equipment, machinery spares, tools and accessories, present and future, pertaining to Projects including the book debts, receivables and accounts.
- B) The Borrower shall make out a good and marketable title to its Charged Assets to the satisfaction of the Lender and comply with all such formalities as may be necessary or required for the said purpose.

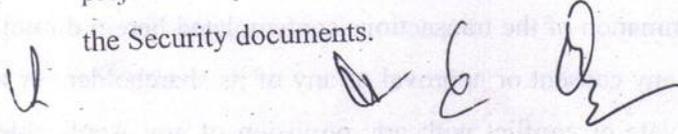
3.2 CREATION OF ADDITIONAL SECURITY

If, at any time during the subsistence of this Agreement, the value of the assets charged in favour of the Lender pursuant to Section 3.1 and this section 3.2 goes below 1.33 times of the principal amount outstanding under this Agreement then, the Borrower shall provide and furnish to the Lender to its satisfaction such additional security as may be acceptable to the Lender to cover such deficiency. In case the Borrower fails to provide such additional security to cover such deficiency, the Lender shall have a right to reduce the Facility amount as may be decided by the Lender.

3.3 ESCROWING RECEIVABLES

The Borrower shall, put in place before earlier of (a) March 31, 2012 or (b) within sixty (60) days from the Commercial Operations Date (COD), a tripartite arrangement among the Borrower, the bank with whom the Borrower is maintaining the Project Collection Account/s to the credit of which all the revenues, recoveries and receivables pertaining to the Projects are deposited and the Lender, inter alia, providing for (a) utilization by the said bank of the proceeds of the Borrower's account firstly towards clearing the amounts that became due and payable by the Borrower to the Lender but not paid on due dates on the nonpayment being notified by the Lender to the Borrower without waiting for any further instructions or any other actions on the part of the Borrower; and (b) giving up by the said bank of its general lien and all other rights, if any, which can come in the way of the Lender's rights and interests under the arrangement contemplated herein.

The Borrower hereby agrees and confirms that the above specified bank account arrangement does not in any way dilute or release the obligation of the Borrower to ensure timely payment of the amounts due under this Agreement from out of its other revenue streams and other assets or shall in no way prejudice any of the rights of the Lender available under this Agreement and the Security documents.

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**ARTICLE IV
BORROWER'S REPRESENTATIONS AND WARRANTIES**

Except to the extent already disclosed in writing by the Borrower to the Lender the Borrower shall be deemed to have assured, confirmed and undertaken as follows:

4.1 EXISTENCE

The Borrower is a limited company duly organized, validly existing under the laws of India and has all requisite corporate or other power to own its assets and carry on its business as now being conducted or as proposed to be conducted by it.

4.2 PROCEEDINGS

There is no action, suit or proceeding having Material Adverse Effect before any Government Authority, arbitral tribunal, court of law or other body, to the best of the Borrower's knowledge, initiated and pending or threatened against the Borrower or any of the Charged Assets.

There are no facts, circumstances, conditions or occurrences that are likely to cause the Charged Assets to be subject to any restrictions on their ownership, occupancy, use or transferability under any Applicable Law.

4.3 NO BREACH, NO CONFLICT

The execution, delivery and performance by the Borrower of this Agreement and the consummation of the transactions contemplated herein do not and will not (i) require any consent or approval of any of its shareholders or any other person, (ii) violate or conflict with any provision of any Applicable Law or Government Approval applicable to the Borrower or its projects, as the case may be, or of the Memorandum of Association and Articles of Association of the Borrower, and (iii) conflict with, result in a breach of or constitute a default under any loan or credit agreement or any other material agreement, or instrument to which the Borrower is a party or by which it or its properties may be bound.

4.4 ACTION

The Borrower has all necessary power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement constitutes the

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legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with its terms. All acts and conditions required to be performed and fulfilled under the Applicable Law have been performed and fulfilled in order (i) to enable the Borrower to lawfully enter into, exercise its rights and perform its obligations under this Agreement, and (ii) to make this Agreement admissible in evidence.

4.5 IMMUNITY

In any legal proceedings undertaken with respect to this Agreement and the Security Documents, the Borrower will not claim for itself or any of its assets or revenues immunity from suit, execution, attachment or other legal process. The execution of this Agreement and the performance by the Borrower of its obligations hereunder, will each constitute private and commercial acts performed for private and commercial purposes.

4.6 REGISTRATION AND FILING

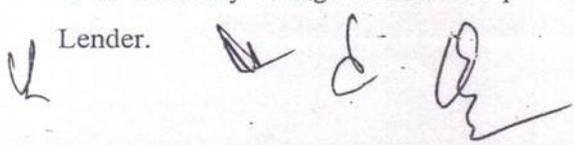
Except for filing of Forms 8 and 13 for registration of charges under Section 125 of the Companies Act, 1956 in relation to the Security created, it is not required that this Agreement and any of the Security Documents be filed, registered or recorded with any Government Authority.

4.7 TITLE

The Borrower owns and has good and marketable title to the Charged Assets free and clear of any encumbrance or lien or charge or third party interest other than the security interest created in favour of the Lender.

4.8 BANK ACCOUNT ARRANGEMENTS

The Borrower has in place existing arrangements under which all the recoveries by and payments to the Borrower gets credited into the centralized cash credit account maintained with the State Bank of India at its CAG Branch at New Delhi and all the withdrawals or other kinds of distributions are made only from out of the said centralized account. The Borrower shall during the currency of this Agreement ensure continuance of the existing bank accounts structure and fund flow mechanism and agrees that it shall not make or cause to be done any change therein except with the prior consent in writing of the Lender.



4.9 NO BREACH

The Borrower is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its Charged Assets.

4.10 MATERIAL ADVERSE EFFECT

There are no facts or circumstances, conditions or occurrences in any case or collectively that could reasonably be expected to result in a Material Adverse Effect.

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ARTICLE - V
EFFECTIVENESS OF THE AGREEMENT AND
PRE-DISBURSEMENT CONDITIONS

5.1 This Agreement shall become effective and binding as against the Borrower on the date first hereinabove written and against the Lender on and from the latter of (i) the date first hereinabove written; and (ii) the date on which all the pre-conditions for availing the Facility set forth in Section 5.2 below are complied with by the Borrower or the requirement of compliance of any thereof has been for the time being waived. This Agreement shall remain in full force until all monies due and payable to the Lender under this Agreement are fully paid off.

5.2 **PRE CONDITIONS FOR AVAILING FACILITY**

The effectiveness of the obligation of the Lender to make available the Facility under this Agreement shall be subject to the Borrower establishing that the conditions set forth below have been fulfilled in a manner satisfactory to the Lender except those, the fulfillment of which has been waived or deferred by the Lender.

(a) **Constitutional Documents**

The Borrower has provided (i) copies of the constitutional documents of the Borrower; and (ii) evidence of the corporate power, authority and required corporate action to enter into, and signature authority of the persons executing this Agreement and the Security Documents.

(b) **Authorization to Borrow**

The Borrower has borrowing power available, its Memorandum and Articles of Association or any provisions contained in any document by which the Borrower is bound or any law, rule or regulation directly or indirectly shall not restrict the Borrower's borrowing power or authority or its ability to borrow under the Facility.

(c) **Approvals**

The Borrower has obtained all necessary approvals including third party consents and waivers for availing the facility, execution of this

Agreement and performance of obligations hereunder, and creation of Security in favour of the Lender.

(d) **Security**

The Borrower shall create Security in favour of the Lender and the Security is in full force and effect.

(e) **Report on Credit Rating**

The Borrower has provided the report on Credit Rating.

5.3 CONDITIONS PRECEDENT TO INITIAL DISBURSEMENT AGAINST EACH ANNUAL COMMITMENT

The obligation of the Lender to make the initial disbursement against each of the Annual Commitments shall be subject to the satisfaction (in form and substance) or waiver by the Lender of the following conditions besides the Borrower performing all its obligations and undertakings under this Agreement and compliance by the Borrower with the conditions specified in Section 5.4 and disbursement procedure.

(a) **Submission and Approval of Utilization Proposals**

The Borrower shall have submitted sufficiently in advance to the Lender for approval the proposal, inter alia, setting forth (i) the projects and the purposes for which it plans to avail the amount of the Annual Commitment; the status of implementation of the said projects; (ii) the details of the construction budgets for each of such projects; (iii) the expected schedule for availing disbursements; (iv) the prevailing book value of the Security and the available Security Coverage Ratio; and (v) the details of the utilization of the proceeds of the disbursements made under earlier Annual Commitment if any, made and the Lender shall have approved the said utilization proposals.

(b) **Security Coverage Ratio**

The Borrower shall maintain a minimum Security coverage ratio of 1.33 times of the outstanding principal at all times during the currency of the Facility.

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(c) **Approvals**

The Borrower shall have obtained all Government Approvals, clearances and other statutory approvals as required for the implementation of the projects for which the proceeds of the Annual Commitment are proposed to be utilized; the Borrower shall have tied up equity and balance debt requirement needed for each of such project as per the respective financing plans and approved construction budgets; and the Borrower shall have complied with the conditions precedent for availing the debt so tied up.

(d) **Other Documents**

Such other statements, certificates, opinions, documents and information with respect to the project or any other matters contemplated by this Agreement and as the Lender may reasonably request have been obtained, executed or delivered.

5.4 CONDITION TO EACH DISBURSEMENT

The obligation of the Lender to make the disbursements under this Agreement shall be subject to the satisfaction (in form and substance) or waiver by the Lender of the following conditions (and the conditions contained in Section 5.3, with respect to the initial disbursement against each of Annual Commitment) besides the Borrower performing all its obligations and undertakings under this Agreement.

(a) **Request for Disbursement**

The Lender shall have received the Notice of Drawl along with confirmations duly signed by an authorized officer of the Borrower that the representations and warranties of the Borrower made in accordance with Article IV are true and correct on and as of such date as if made on and as of such date.

(b) **Default; Event of Defaults; Representation and Warranties**

No Event of Default and no events which with the lapse of time or notice and lapse of time as specified in Section 8.1 would become an Event of Default shall have occurred and be continuing and the representations and warranties made or deemed to be made pursuant to

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Article IV or under Security Documents shall be true and correct both before and immediately after the proposed disbursement is made.

(c) **Fees**

The Borrower shall have paid all interest, fees, expenses and other charges then payable by it under the terms of this Agreement.

(d) **Absence of Litigation**

The Lender shall have been satisfied that there exists no litigation in India or in any other Jurisdiction regarding the effectiveness or validity of any of the Transaction Agreements or the Project or the Charged Assets.

(e) **Compliance/Fulfillment Of Waived Or Deferred Pre Commitment Conditions Or Other Conditions**

The Lender shall have been satisfied that the Borrower has complied with or fulfilled all the conditions or other conditions the compliance / fulfillment of which had been waived or deferred by the Lender, if any, for the purpose of making preceding disbursements.

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ARTICLE VI
CONDITIONS APPLICABLE DURING
CURRENCY OF THE AGREEMENT

6.1 POSITIVE COVENANTS

During the currency of this Agreement the Borrower agrees to abide by and ensure continued compliance of the following:

(i) **Delay in Completion**

The Borrower shall promptly inform the Lender of the circumstances and conditions which are likely to disable the Borrower from implementing the projects forming part of the Charged Assets or which are likely to delay the completion of any such projects or compel the Borrower to abandon the same.

(ii) **Financial Ratios**

(a) The Borrower shall ensure that the ratio of debt to net worth does not exceed 2:1 at any point of time. For the purpose hereof (i) 'net worth' shall be equivalent to paid up share capital plus general reserves less debit balance of P&L account, revaluation reserve and self insurance reserve; and (ii) 'debt' shall mean to include all debts with a maturity of more than one year.

(b) The Borrower shall maintain an interest coverage ratio of more than 2 times at any point of time which shall be calculated as under.

$$\text{Interest coverage ratio} = (\text{Net profit} + \text{Non cash expenditures} + \text{Interest payable} - \text{non cash income}) / \text{interest payable}$$

(iii) **Review of Financial Ratios and Covenants**

The Lender shall, after every three years, review and reset the various financial ratios and financial covenants prescribed/stipulated under this Agreement on its own or at the instance of the Borrower. The Borrower hereby agrees that the Lender's decision in this regard shall be final.

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(iv) **Inspection**

The Borrower shall permit representatives, agents and professional consultants of the Lender (at the expense of the Borrower including travel costs and all other expenses) to visit and inspect its offices, the Charged Assets and its other projects/ sites for carrying out technical, finance and legal inspection and for the said purposes to permit representatives, agents and professional consultants of the Lender to examine the Borrower's books, records, account and documents; to make copies there from; and to discuss the Borrower's affairs, finances and accounts with the Borrower's principal officers at all times during the currency of this Agreement as such representative may desire.

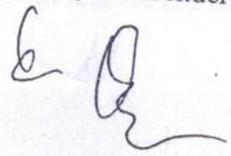
(v) **Maintenance of Existence; Books and Records**

The Borrower shall preserve and maintain its legal existence as a Government Company engaged in the setting up and operation and maintenance of the hydroelectric projects and activities related and incidental thereto or as may be permitted by its Memorandum and Article of Association, and shall maintain the Government Approvals, licenses, privileges and consents necessary for the maintenance of its existence and the conduct of its affairs. The Borrower shall maintain proper books of record in accordance with GAAP as are necessary to truly, accurately and fairly reflect the financial condition, expenditure incurred on implementation of each of its projects and results of operations of the Borrower and all records relating to the Charged Assets.

(vi) **Compliance with Laws and Approvals**

- (a) The Borrower shall comply in all respects with all Applicable Laws (including environmental laws) in relation to the conduct of its business and the development, operation and ownership of its assets.
- (b) The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect this Agreement, all Government Approvals (including those as shall hereafter be required under Applicable Laws) and any approval required to be obtained by the Lender in connection with (i) the





ownership, construction and operation of the hydroelectric projects or any facilities or services ancillary thereto, and (ii) creation of the Security and for the validity and enforceability and the perfection and ranking thereof and for the exercise by the Lender of their rights and remedies thereunder.

(vii) **Preservation of Property**

The Borrower shall maintain, preserve and operate all its properties necessary in good working order and condition, ordinary wear and tear excepted, and in accordance with prudent operating practices and replace or rebuild any equipment or any of its material property, or any part thereof damaged or destroyed by any event except any such property that the Borrower determines in good faith not to be necessary or desirable to conduct its business with the prior written approval of the Lender.

(viii) **Preservation of Security**

The Borrower shall take or cause to be taken all action required to maintain and preserve the Security and the ranking and priority thereof. The Borrower shall from time to time execute or cause to be executed any and all further instruments and register and record such instruments in all public and other offices in order to create and maintain valid, perfected and enforceable Security.

(ix) **Utilization of Facility**

The Borrower shall use the proceeds of the disbursements under this Agreement solely to meet the purposes as specified in Section 2.2 of Article II. The Borrower shall furnish to the Lender at the end of each half year a statement showing the manner in which the proceeds of the disbursement made during that half year have been utilized.

(x) **Completion of Project**

The Borrower shall complete the projects forming part of the Security in accordance with the project cost and project implementation schedules represented to the Lender. In case the project cost and project implementation schedules are revised the same shall be with the

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consent of Government of India or any other competent authority subject to the satisfaction of the Lender.

(xi) **Notice of Winding up or other Legal Process**

The Borrower shall promptly inform the Lender if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Companies Act, 1956, or any other notice under any other Act, or of any suit or other legal process intended to be filed or initiated against the Borrower and affecting the title to the Secured Properties, or if a receiver is appointed of any of the Secured Properties or its business and/or undertaking;

(xii) **Adverse Changes in Profits and Production**

The Borrower shall promptly inform the Lender of the happening of any labour strikes, lockouts, shutdowns, fires or any event likely to have a substantial effect on the Borrower's profits or business and of any material changes in the rate of production or sales of the Borrower with an explanation of the reasons there for.

(xiii) **Loss or Damage**

The Borrower shall promptly inform the Lender of any loss or damage which the Borrower may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc.

(xiv) **Conduct of Business**

The Borrower shall carry out its business operations with due diligence and efficiency and in accordance with sound technical, financial and managerial standard and business practices prevailing in the similar projects.

(xv) **Self-Insurance Reserve Account**

The Borrower shall maintain the Self-Insurance Reserve Account on year-to-year basis by transferring 0.5% of the gross block of power stations as on the date of the Balance Sheet of the Borrower by charging to Profit & Loss Account and which shall be utilized for losses of assets for specified contingences.

(xvi) **Information**

(A) The Borrower shall furnish to the Lender its:

- (a) half-yearly financial statements/reports and cash flow statements of the Borrower and of its projects within 45 days from the close of each calendar half-year;
- (b) annual audited financial statements and cash flow statements of the Borrower and of its projects;
- (c) half-yearly statements/reports of capital expenditure incurred on each of the Charged Assets and the projects for whose funding the disbursements under this Agreement are utilized within 45 days from the close of each calendar half-year;
- (d) half-yearly reports of progress of the implementation each of the Charged Assets and the projects for whose funding the disbursements under this Agreement are utilized within 45 days from the close of each calendar half-year;
- (e) compliance certificates for various financial ratios/covenants on half yearly basis within 45 days from the close of each calendar half-year;
- (f) annual budget of the projects at least 45 days before the commencement of each financial year and annual budget variance analysis by November 15 in each year, and
- (g) such other information reports regarding the Borrower's business, affairs, prospects, assets or condition as the Lender may require, at any time or from time to time including the report on Credit Rating.

(B) The Borrower shall inform the Lender, if it forms any subsidiary company or any company becomes its subsidiary company during the currency of the Facility.

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(v) **Others**

- (a) The Borrower shall continue to get the credit rating from a reputed credit agency to the satisfaction of the Lender and shall maintain its corporate credit rating or its debt instrument (s) of AAA during the period the Facility.
- (b) The Borrower shall maintain AAA credit rating on or before each disbursement. In case, the rating falls below AAA at the time of the disbursement, then the rate of interest shall be increased by 25 basis point for each notch below AAA rating in accordance with the Applicable Rate.
- (c) The Lender shall have right not to make any disbursement, if the credit rating of the Borrower falls below the level of 'A' rating.

6.2 NEGATIVE COVENANTS

During the currency of this Agreement

(i) **New Project**

The Borrower shall not, without prior intimation to the Lender, undertake any new project, diversification, modernization or expansion of its existing projects.

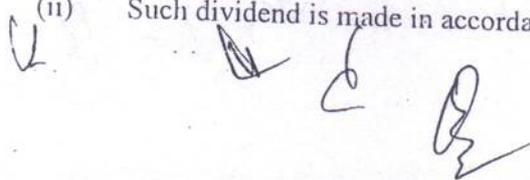
(ii) **Consolidation, Merger, Sale of Assets**

The Borrower shall not take and shall not agree to take any action of merger, consolidation, reorganization or amalgamation; or for sale, or lease, transfer or otherwise dispose of any assets except to the extent as may be approved by the Lender in writing.

(iii) **Dividend**

The Borrower shall not declare or make any dividend payment unless on the date of declaring or making the proposed dividend each of the following conditions has been satisfied:

- (i) No Event of Default shall have occurred and be continuing; and
- (ii) Such dividend is made in accordance with Applicable Law.



(iv) **Security Interests**

The Borrower shall not create any security interest on or in any of the Charged Assets without prior permission in writing from the Lender.

(v) **Subsidiaries**

The Borrower shall not create any subsidiaries or permit any company to become its subsidiary except with the prior intimation, in writing, of the Lender.

(vi) **Abandonment**

The Borrower shall not abandon or agree to abandon the hydroelectric projects forming part of Charged Assets.

(vii) **Premature Repayment**

The Borrower shall not prepay the Facility without the prior written permission from the Lender, which may or may not be granted at the sole discretion of the Lender.

(viii) **Commission/Fees**

The Borrower shall not pay any commission/fees to its promoters, directors, managers, or other persons except the Government of India for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with any financial assistance obtained for or by the Borrower or in connection with any other obligation undertaken for or by the Borrower for the purpose of its business.

(ix) **Revaluation of Assets**

The Borrower shall not revalue any of the Charged Assets at any time during the currency of this Agreement without the prior written approval of the Lender.

(x) **Trading Activity**

The Borrower shall not carry on any general trading activity other than the sale of its own products, save and except as provided in its Memorandum of Association and Articles of Association.

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ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULTS

For the purpose of this Agreement, each of the following shall constitute an Event of Default:

(a) **Default in Repayment of Principal**

Default has occurred in the payment of principal sum of the Facility on the due date(s).

(b) **Default in Payment of Interest etc.**

Default has been committed by the Borrower in payment of interest and/or payment of any amount payable pursuant to this Agreement on respective due dates or on being demanded by the Lender as the case may be and such default has continued for a period of fifteen days.

(c) **Payment Defaults under other Loan/Credit Agreements**

Default has been committed by the Borrower in payment of any amount payable under other loan and credit agreements entered or to be entered into with other financial institutions and banks or under other financial arrangements entered into with the Lender, which constitutes a default or an event of default thereunder.

(d) **Default in Performance of Covenants and Conditions**

Default has occurred in the performance or observance of any other covenant or condition or agreement on the part of the Borrower under this Agreement or any Security Document and such default has continued for a period of fifteen (15) days after notice in writing thereof has been given to the Borrower by the Lender.

(e) **Supply of Misleading Information**

Any information given by the Borrower in its application for the Facility, in the reports and other information furnished by the Borrower from time to time in accordance with the provisions of this Agreement and the representations and warranties given/deemed to have been

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given by the Borrower to the Lender is misleading or incorrect in any material respect. Any representation or warranty made or deemed to have been made by the Borrower in this Agreement or any Security Document shall be proved to have been false or misleading in any material respect when made or deemed to be repeated.

(f) **Sale, Disposal and Removal of Charged Asset:**

If, without the prior approval of the Lender, any of the Charged Assets or any part thereof are sold, disposed off, charged, removed, pulled down or demolished.

(g) **Refusal to Disburse Loan by Other Lenders**

If the other financial institution(s) or bank(s) with whom the Borrower has entered into agreements for financial assistance have refused to disburse its/their loan(s) or any part thereof under their respective loans or facility agreement(s) with the Borrower and such refusal to disburse shall have continued for a period of 30 days.

(h) **Proceedings against Borrower**

The Borrower has voluntarily or involuntarily become the subject of proceedings for its winding up or the Borrower is ordered to be wound up.

(i) **Inability to Pay Debts on Maturity**

The Borrower is unable or has admitted in writing its inability to pay its debts as they fall due, or stops, suspends or threatens to stop or suspend payment of all or any part of its debts; or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally or any group or class thereof; or files a petition for suspension of payments or other relief of debtors in respect of or affecting all or any part of its debt.

(j) **Appointment of Receiver or Liquidator**

A receiver, trustee, custodian, liquidator or other similar officer has been appointed in relation to the Borrower or of any Charged Assets.

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(k) **Attachment and Restraint on Charged Assets**

If an attachment or restraint has been levied on the Charged Assets or any part thereof or proceedings have been taken or commenced for recovery of any dues from the Borrower.

(l) **Extra-ordinary Circumstances**

If extra-ordinary circumstances have occurred which make it improbable for the Borrower to fulfill its obligations under this Agreement or any of the Security Documents.

(m) **Abandonment of the Project**

The Borrower has abandoned any of the projects forming part of the Security. A project shall be deemed to have been abandoned if the construction activity during the project construction has been suspended continuously for a period of 90 days or the power plant has undergone unscheduled outage for a continuous period of 30 days for reasons other than the force majeure or the Borrower takes or refrains from taking a decision which act or in action can be reasonably said to be establishing the lack or loss of the interest on the part of the Borrower in the project.

(n) **Invalidity of Documents**

This Agreement or any of the Security Documents or any provision hereof or thereof is or becomes invalid, illegal or unenforceable; or is repudiated by the Borrower or ceases to be in full force and effect, or shall cease to give the Lender the Security, rights, powers and privileges purported to be created thereby.

(o) **Material Adverse Effect**

One or more of the events, conditions or circumstances shall exist or shall have occurred which has had, or in the reasonable judgment of the Lender, could be reasonably expected to have a Material Adverse Effect.

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(p) Utilization of Proceeds

Any part of any of the disbursements under this Agreement have spent for purposes other than the purposes as indicated in Section 2.2 of Article II.

(q) Litigation etc.

Any litigation, arbitration or administrative proceeding or claim before any court, tribunal, arbitrator or other relevant authority, which, by itself or together with any other such proceeding or claim, could reasonably be expected to have Material Adverse Effect is pending / commenced against the Borrower and is not discharged, withdrawn or discontinued within 30 days.

(r) Change in Status

The Government Equity in the Borrower's share capital falls below 51%.

(s) Change in Credit Rating

The Credit Rating of the Borrower falls below 'A'.

(t) Change in Financial Ratios

Deterioration of the mutually agreed financial ratios of the Borrower.

7.2 CONSEQUENCES OF DEFAULT

If one or more of the aforesaid Events of Default shall occur and be continuing, thereupon, and in every such event and at any time thereafter during the continuance of such event, the Lender shall have the right to terminate the outstanding commitments and accelerate the repayment or payment by the Borrower of all amounts outstanding under this Agreement and in exercise of such rights the Lender may, take one or more of the following actions:

- (i) give written notice of an Event of Default, in which case all commitments and the Lender's obligation to make disbursements, shall be terminated forthwith.
- (ii) declare the unpaid principal amount of and interest in respect of the Facility and all other obligations and all other amounts payable by the Borrower hereunder to be forthwith due and payable, whereupon such amounts shall become forthwith due and payable without presentment.

demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding,

- (iii) exercise any and all rights specified in the Security Documents including, without limitation to enforce all of the Security created pursuant to the Security Documents, and
- (iv) exercise such other remedies as permitted or available under Applicable Law.

7.3 OTHER CONSEQUENCES OF DEFAULT

On the happening of any of the Events of Default as specified in Section 7.1 and so long as any such event subsists, in addition to the rights specified in Section 7.2 hereof. the Lender shall be entitled to the follows:

(a) Review of Management

The Lender shall be entitled to the right to review the management set-up or organization of the Borrower and to require the Borrower to restructure it as may be considered necessary by the Lender, including the formation of Management Committees with such powers and functions as may be considered suitable by the Lender.

The Lender shall be entitled to appoint its representative(s) in the Project Management Committee, Internal Audit Committee and Supervision &

ARTICLE VII

7.4 EXPENSES OF PRESERVATION OF ASSETS OF BORROWER AND OF COLLECTION

All expenses incurred by the Lender after an Event of Default has occurred in connection with preservation of the Borrower's assets (whether then or thereafter existing) and collection of amounts due under the Agreement; shall be payable by the Borrower.

7.5 NOTICE TO LENDER ON THE HAPPENING OF AN EVENT OF DEFAULT

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an event of default has happened, the Borrower shall forthwith given notice thereof to Lender in writing specifying the nature of such Event of Default, or of such event.

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ARTICLE VIII
SUSPENSION AND TERMINATION

8.1 SUSPENSION

Further access by the Borrower to the use of the Facility may be suspended or terminated by the Lender upon:

- a) failure by the Borrower to carry out all or any of the terms of this Agreement or on the happening of an Event of Default as specified in Article VII hereof; or
- b) if any change in the Borrower's setup has taken place, which, in the opinion of the Lender, would adversely affect the conduct of the Borrower's business or financial position.

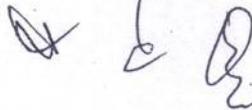
8.2 SUSPENSION TO CONTINUE TILL DEFAULT REMEDIED

The right of the Borrower to make withdrawals from the Annual Commitments shall continue to be suspended until the Lender have notified the Borrower that the right to make withdrawals has been restored.

8.3 TERMINATION

In case of occurrence and continuance of any events described above or in Section 7.1 or if the Borrower has not withdrawn the Facility by the last date of withdrawal referred to in Section 2.8 or such later date as may be agreed to by the Lender, then in such event the Lender may by notice in writing to the Borrower, terminate the right of the Borrower to make withdrawals. Upon such notice, the undrawn amount of the Facility shall stand cancelled. Notwithstanding any Suspension or Termination pursuant to the aforesaid provisions, all the provisions of this Agreement shall continue to be in full force and the effect as herein specifically provided for the benefit of the Lender.

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**ARTICLE IX
MISCELLANEOUS**

9.1 BENEFIT OF AGREEMENT

This Agreement shall be binding upon and enure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that the Borrower shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Lender. The Lender may transfer or assign all or any part of the Facility or any of its rights under this Agreement without the consent or approval of the Borrower, but the Borrower shall have no responsibility for any stamp duty, which arises out of any such transfer or assignment.

9.2 GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of India.

The courts of Mumbai in the state of Maharashtra shall have the exclusive jurisdiction with respect to any suit, action or proceeding arising out of or relating to this Agreement.

9.3 INDEMNITY

The Borrower hereby agrees to indemnify the Lender and its officers, representatives and agents against any loss or expenses sustained or incurred by them as a result of:

- a) the Borrower failing to comply with the provisions of any Applicable Laws; and / or
- b) the Borrower failing to take necessary action to protect whole or any part of the Charged Assets; and / or
- c) negligence or default on the part of the Borrower in complying with the provisions of this Agreement and the Security Documents; and / or
- d) the occurrence of any Event of Default; and / or
- e) any delay in payment of any sums payable or reimbursable by the Borrower to the Lender under or pursuant to this Agreement; and / or

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- f) levy by any Government Authority of any charge, tax or penalty in connection with regularizing or perfecting this Agreement and/or any of the Security Documents as may be required under law at any time during the currency of this Agreement, or getting any such document admitted into evidence, or relying there on for proving any claim: and/or
- g) the exercise of any of the rights by the Lender under this Agreement and any of the Security Documents.

9.4 ACCOUNTS, CALCULATIONS AND EVIDENCE OF DEBT

- a) The accounts maintained by the Lender in accordance with the usual practice, are prima facie evidence of the matters to which they relate including the amounts owing to them under this Agreement.
- b) Any certification or determination by the Lender of a rate of calculation of any amount under this Agreement is prima facie evidence of the rate of amount to which it relates.
- c) In any legal action or proceedings out of or in connection with this Agreement the entries made in the accounts maintained by the Lender shall be prima facie evidence of the existence and amount of obligations of the Borrower as therein recorded.

9.5 AMENDMENTS

Neither this Agreement nor any of the terms or provisions hereof may be amended, modified, supplemented, changed, waived, discharged or terminated unless such amendment, modification, supplement, change, waiver, discharge or termination is in writing and signed by the Borrower and the Lender.

9.6 SURVIVAL

This Agreement shall be in force until all the monies payable by the Borrower to the Lender under this Agreement have been fully and irrevocably paid in accordance with the terms and provisions hereof. Provided, that all indemnities set forth in this Agreement and in the Security Documents shall survive the execution and delivery of this Agreement and the repayment of the Facility.

9.7 DELAY ETC. NOT TO IMPAIR THE RIGHTS OF THE LENDER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default by the Borrower under this

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Agreement, Security Documents, or any other agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default shall affect or impair any right, power or remedy of the Lender in respect of any other default.

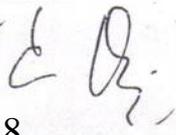
9.8 DISCLOSURE OF INFORMATION

- (i) The Borrower hereby agrees that in case of Borrower committing default in repayment of the principal amount of the Facility or payment of interest on due dates, the Lender and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name of the Borrower as defaulter in such manner and through medium as the Lender and/or Reserve Bank of India may think fit.
- (ii) The Borrower hereby agrees and gives consent for the disclosure by the Lender of all or any such information and data relating to the Borrower or to the Facility or defaults, if any, committed by the Borrower in discharge of its obligations as the Lender may deem appropriate and necessary to the Credit Information Bureau (India) Limited and any other agencies authorized in this behalf by the Reserve Bank of India.
- (iii) The Borrower hereby further undertakes that-
 - (a) the Credit Information Bureau (India) Limited and any other agency so authorized by the Reserve Bank of India may use, process the said information and data disclosed by the Lender; and
 - (b) the Credit Information Bureau (India) Limited and any other agency may furnish for consideration, the processed information and data or products thereof prepared by them to banks, financial institutions and other credit grantors as may be specified by the Reserve Bank of India in this behalf.

9.9 NOTICES

Except as otherwise expressly provided herein, all notices and other communications provided at various places in this Agreement and the Security Documents shall be (x) in writing and (y) faxed or sent by overnight courier or by post to the Lender or to the Borrower at the address and contact numbers set





forth in Schedule IV hereto. All such notices and communications shall be effective (i) if sent by fax, when sent (on receipt of a confirmation to the correct fax number), (ii) if sent by courier, one day after deposit with the overnight courier, and (iii), when sent by post, four days after the notice or communication is put into transmission, provided, however, that no notice or communication to the Lender shall be effective until received by the Lender.

[Handwritten initials and signatures]

SCHEDULE I
ANNUAL COMMITMENT

Year	Annual Commitment (Rupees in Crores)
2004-05	11.00
2005-06	203.00
2006-07	1122.00
2007-08	1910.00
2008-09	1436.00
2009-10	1080.00
2010-11	221.00
2011-2012	517.00
TOTAL	6500.00

(Handwritten marks and signatures)

**SCHEDULE II
AMORTISATION SCHEDULE**

S. No.	Date of Repayment	Amount of Installment (In Crores)	Principal post installment (In Crores)
01	April 30, 2012	270.83	6229.17
02	October 31, 2012	270.83	5958.34
03	April 30, 2013	270.83	5687.51
04	October 31, 2013	270.83	5416.68
05	April 30, 2014	270.83	5145.85
06	October 31, 2014	270.83	4875.02
07	April 30, 2015	270.83	4604.19
08	October 31, 2015	270.83	4333.36
09	April 30, 2016	270.83	4062.53
10	October 31, 2016	270.83	3791.70
11	April 30, 2017	270.83	3520.87
12	October 31, 2017	270.83	3250.04
13	April 30, 2018	270.83	2979.21
14	October 31, 2018	270.83	2708.38
15	April 30, 2019	270.83	2437.55
16	October 31, 2019	270.83	2166.72
17	April 30, 2020	270.83	1895.89
18	October 31, 2020	270.83	1625.06
19	April 30, 2021	270.83	1354.23
20	October 31, 2021	270.83	1083.40
21	April 30, 2022	270.83	812.57
22	October 31, 2022	270.83	541.74
23	April 30, 2023	270.83	270.91
24	October 31, 2023	270.91	Nil

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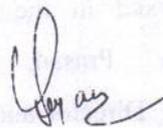
SCHEDULE III
ADDRESSES AND OTHER PARTICULARS FOR NOTICES AND
COMMUNICATIONS

Of the Borrower

The Director (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector - 33
Faridabad-121003
Telephone: 0129 2278021
Fax: 0129 2278025

Of the Lender

The Executive Director (Investments)
Life Insurance Corporation of India
Investment Department
Central Office
Yogakshema
Jeevan Beema Marg
Mumbai 400021
Telephone: 022 -56598601/ 8655
Fax: 022-22022149



U ↓ ↓ ↓ ↓

IN WITNESS WHEREOF the Borrower has caused its Common Seal to be affixed hereto and to a duplicate hereof on the date month and year first hereinabove written and the Lender has caused the same and the said duplicate to be executed by the hand of Shri S.C. Bhargava as hereinafter appearing.

THE COMMON SEAL OF the within named Borrower Viz. National Hydroelectric Power Corporation Limited has pursuant to the Resolutions of its Board of Directors passed in that behalf on April 28, 2004 and hereunto been affixed in the presence of Shri Yogendra Prasad, Chairman and Managing Director and Shri S. K. Garg, Director(Finance) who have signed these presents in token thereof and Shri Vijay Gupta. Company Secretary, who has affixed his signature in token thereof.

Yogendra Prasad

S.K. Garg

Vijay Gupta

S.C. Bhargava

SIGNED AND DELIVERED BY the within named Lender Viz. Life Insurance Corporation of India by the hand of Shri S.C. BHARGAVA

Executive Director (Inv) its authorized official.

[Signature]

DEED OF HYPOTHECATION
DATED 17th DAY OF Feb. 2005

BY

NATIONAL HYDROELECTRIC POWER CORPORATION LIMITED
(As Borrower)

IN FAVOUR OF

LIFE INSURANCE CORPORATION OF INDIA
(As Lender)

FOR UNION BANK OF INDIA

M. S. MARG BRANCH

AUTHORIZED SIGNATORY

DEED OF HYPOTHECATION

THIS DEED OF HYPOTHECATION made at Mumbai on this the 7th day of Feb Two Thousand and Five by:

National Hydroelectric Power Corporation Limited, a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its Registered Office at N.H.P.C. Office Complex, Sector-33, Faridabad-121003 (hereinafter referred to as the "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

Union Bank of India, Mumbai
Samaochar Marg Branch, plar tang
& Development
Department, Fort, Mu. nbari 400023
D-5/STP/V/C.R. 1008/03/04/12-105-07

IN FAVOUR OF

Life Insurance Corporation of India, a corporation constituted by the Life Insurance Corporation of India Act, 1956 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai - 400 021 in the State of Maharashtra (hereinafter referred to as the "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

INDIA
SPECIAL ADHESIVE
MAHARASHTRA
55600
164308
FEB 16 2005
15:26
R501001-PB5062

(Handwritten signatures)

WHEREAS:

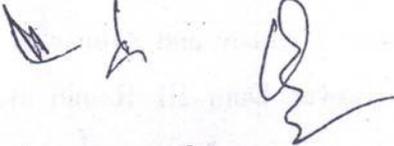
- (A) The Borrower is a Government Company within the meaning of the Companies Act, 1956 engaged in development, construction, maintenance and operation of hydroelectric power projects at various places in India.
- (B) At the request of the Borrower, the Lender has agreed to grant a one time non-renewable line of credit not exceeding Rs.6500 crore (hereinafter referred to as the "Facility") and allow the Borrower to borrow sums from out of and/ or against the Facility for the purpose of meeting (a) the fund requirement of construction projects duly approved by GoI, (b) the investment requirement of the Borrower for any future joint venture project approved by GoI, (c) to prepay any of the Borrower's high cost debt appearing in its portfolio in respect of operation and maintenance / capital purposes availed from the other lenders, (d) the fund requirement of Survey and Investigation Projects awaiting Stage II/ Stage III clearances, as approved by the Ministry of Power/ Central Electricity Authority and (e) for any other purpose, if approved by the Lender during the Period of Facility in the manner and on the terms and conditions contained in the agreement dated 17th day of Feb, 2005 entered into between the Borrower and the Lender (hereinafter referred to as 'the Line of Credit Agreement').
- (C) One of the terms and conditions of the Line of Credit Agreement is that the repayment of the principal amount of the Facility together with payment of all interest, additional interest in case of default, liquidated damages, premium on prepayment, reimbursement of all costs, charges and expenses and all other monies payable by the Borrower in respect of the Facility, in accordance with the terms and conditions of the Line of Credit Agreement shall, inter alia, be secured by a first charge by way of hypothecation and assignment in favour of the Lender over the whole of the a first charge by way of hypothecation of all the Borrower's movables including plant, machinery, equipment, machinery spares, tools, accessories, book debts, receivables and accounts, present and future, pertaining to (a) 8x250 MW Subansiri Lower Project located at Gerukamukh, Via Gogamukh, District Dhemaji, in the states of Assam and Arunachal Pradesh (Project I) and (b) 4x33 MW Teesta Lower Dam III Rambi Bazar, P.O. Reang, District

S L

Darjeeling-734231 in the state of West Bengal (Project II) (Project I and Project II are hereinafter collectively referred to as "Projects").

- (D) In pursuance thereof, the Lender has called upon the Borrower to execute this Deed of Hypothecation and to create security in favour of the Lender, which the Borrower has agreed to do in the manner hereinafter appearing.

NOW THEREFORE THIS DEED OF HYPOTHECATION WITNESSETH THAT-

1. (a) All capitalized terms unless specifically defined in this Deed of Hypothecation shall have the meaning given to them in the Line of Credit Agreement.
 - (b) it is hereby expressly agreed by and between the parties hereto, that the obligations of the Borrower shall be governed by the provisions contained in the Line of Credit Agreement as modified or supplemented from time to time, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Line of Credit Agreement and this Deed of Hypothecation, the provisions contained in the Line of Credit Agreement as modified or supplemented from time to time shall prevail to the extent of such inconsistency or repugnancy.
2. In pursuance of the Line of Credit Agreement and in consideration of the Lender having agreed to lend and advance to the Borrower sums aggregating Rs. 6500 crore for the purposes and on the terms and subject to the conditions set out in the Line of Credit Agreement and in consideration of the premises, the Borrower doth hereby covenant with that the Borrower shall duly and punctually repay the principal amount of the Facility, pay all interests at the agreed rates, additional interests in case of default, liquidated damages, premium on prepayment or on redemption, reimburse all costs, charges and expenses and all other monies payable by the Borrower in respect of the Facility, in the manner set out in the Line of Credit Agreement and shall duly observe and perform all the terms and conditions of the Line of Credit Agreement.
- 

3. In further pursuance of the Line of Credit Agreement and for the consideration aforesaid, the Borrower do hereby hypothecate, the whole of the Borrower's movable properties including plant, machinery, equipment, machinery spares, tools, accessories, present and future, pertaining to (a) 8x250 MW Subansiri Lower Project located at Gerukamukh, Via Gogamukh, District Dhemaji, in the states of Assam and Arunachal Pradesh and (b) 4x33 MW Teesta Lower Dam III located at Rambh Bazar, P.O. Reang, District Darjeeling-734231 in the state of West Bengal (hereinafter collectively referred to as the "said Movables"); whether installed or not and whether now lying loose or in cases or which are now lying or be stored in or around and shall during the continuance of this Deed of Hypothecation be brought into or upon or be stored or be in or in the Borrower's premises and godowns and/or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or in high seas or on order or delivery and hereby assign the book debts, receivables and accounts pertaining to the Projects (hereinafter referred to as the "Receivables") (the said Movables and the Receivables are collectively referred to as "the said Charged Assets"), short particulars whereof are given in the Schedule hereto, as and by way of first charge in favour of the Lender as security for and be charged with the repayment of the principal amount of the Facility and payment of other monies including all interest, liquidated damages, premium on prepayment, costs, charges, expenses and all other monies due to the Lenders under the Line of Credit Agreement and this Deed of Hypothecation.
4. In further pursuance of the Line of Credit Agreement and for the consideration aforesaid, the Borrower doth hereby further agree, declare and covenant with the Lender as follows:
- (i) The Borrower shall keep the said Charged Assets in marketable and good condition and insured against any construction risk including those of storage, erection, transit, fire etc. during the construction phase of the Project and will create a Self-Insurance Reserve account on year-to-year basis by transferring 0.5% of the gross block of the power stations as on the date of the Balance Sheet of the Borrower by charging to Profit & Loss Account and which shall be utilized for losses of assets for specified contingences.

and expense of the Borrower, be entitled at all times to enter any place where the said Charged Assets may be and inspect, value, insure, superintend the disposal of and take particulars of all or any part of the said Charged Assets and check any statement, accounts, reports and information.

- (iii) In the event of any breach or default by the Borrower in the performance of its obligations hereunder or any of the terms, covenants, obligations and conditions stipulated in the Line of Credit Agreement or any amendments thereto and the related security documents or the deeds executed or that may hereafter be executed by the Borrower in favour of the Lender or in the event of the Borrower failing to pay either the interest or the principal amount of the Facility or any amount due to the Lender under the Line of Credit Agreement or in the event of the charge or the security created in favour of the Lender, having become enforceable for any reason whatsoever, and the Lender or its nominees shall have declared all outstanding amounts as due and payable forthwith under the Line of Credit Agreement and/or this Deed of Hypothecation, the Lender or its nominees shall, in case such breach or default is not remedied forthwith by the Borrower to the satisfaction of the Lender, within a period of fifteen days from the date of intimation by the Lender of such breach or default or within such time as may be extended by the Lender in writing to the Borrower, without any notice and without assigning any reason and at the risk and expense of the Borrower and if necessary as Attorney for and in the name of the Borrower be entitled to take charge and/or possession of, seize, recover, receive and remove the said Charged Assets and other documents relating to the charged book-debts and also all books of accounts, papers, documents and vouchers and other records relating thereto and also to give notices and demands to debtors and third parties liable therefore sue for recovery receive and give receipts for the same and sell the said Charged Assets without intervention of the court, by the public auction or by private contract, dispatch or consign for realisation, or otherwise disposal of or deal with all or any part of the said Charged Assets and to enforce, realise, settle, compromise and deals with any

rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Lender's rights and remedies of suit or otherwise and notwithstanding that there may be any pending suit or process or other proceeding, the Borrower undertakes to give immediate possession to the nominee/s of the Lender on demand of the said Charged Assets and to transfer, and to deliver to the Lender all relative bills, contracts, securities and documents and the Borrower hereby agrees to accept the Lender's account of sales and realisations as sufficient proof of amounts realised and relative expenses and to pay on demand by the Lender any shortfall or deficiency thereby shown: Provided however that either the Lender and/or its nominees shall not be in any way liable or responsible for any loss, damage or depreciation that the said Charged Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Lender or by reason of exercise or non-exercise of rights and remedies available to the Lender as aforesaid and that all such loss, damage or depreciation shall be wholly debited to the account of the Borrower howsoever the same may have been caused;

(iv) At any time after the security hereby created has become enforceable whether or not the Lender shall then have entered into or taken possession of and in addition to the powers hereinbefore conferred upon the Lender after such entry into or taking possession of, the Lender may have a receiver (the 'Receiver') appointed of the said Charged Assets or any part thereof.

The following provisions shall apply to such Receiver:

- (a) Unless otherwise directed by the Lender, such Receiver shall have and exercise all powers and authorities vested in the Lender;
- (b) Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions from time to time made and given by the Lender;

[Handwritten signatures and initials]

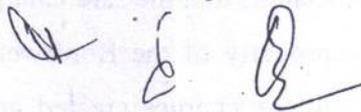
- (c) The Lender may, from time to time, fix the remuneration of such Receiver and shall direct payment thereof out of the said Charged Assets, but the Borrower alone shall be liable for the payment of such remuneration;
- (d) The Lender may, from time to time and at any time, require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Lender but the Lender shall not be bound to require such security in any case;
- (e) The Lender may pay over to such Receiver any monies constituting part of the securities to the intent that at the same may be applied for the purpose hereof by such Receiver and the Lender may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver; and
- (f) Every such Receiver shall be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Lender shall not incur any liability or responsibility therefore by reason of their making or consenting to his appointment as such Receiver.
- (v) All the said Charged Assets and all sale realisations and insurance proceeds thereof and all documents under this security shall always be kept distinguishable and held as the exclusive property of the Lender, specifically appropriated to this security and be dealt with only under the directions of the Lender and the Borrower shall not create any charge, mortgage, lien or other encumbrance upon or over the same or any part thereof except in favour of the Lender nor suffer any such charge, mortgage, lien or other encumbrance or any attachment or distress to affect the same or any part thereof nor do or allow anything that may prejudice this security and the Lender shall be at liberty to incur all costs and expenses as may be necessary to preserve this

security and to maintain the same undiminished and claim reimbursement thereof as mentioned in Clause 4(i) above. PROVIDED always that until otherwise directed by the Lender and in the manner specified by the Lender, the Borrower shall be at liberty in the ordinary course of its business to sell or otherwise deal with all or any of the said Charged Assets. Provided that the Borrower shall on any and every such sale pay to the Lender, if so required by them, the net proceeds of the sale or disposal in satisfaction, so far as the same shall extend, of the monies due and payable by the Borrower to the Lender. PROVIDED that the Borrower may without payment to the Lenders, if the Lender so agree replace the outmoded equipment by equipment of equivalent or greater value.

- 5. The Borrower shall, whenever required by the Lender, give full particulars to the Lender of all the assets of the Borrower and of the said Charged Assets and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Lender and make furnish and execute all necessary documents to give effect to this security.
- 6. This security shall be a continuing security for repayment of the principal amount of the Facility, payment of all interest, additional interest in case of default, premium on prepayment, liquidated damages, costs, charges, expenses, reimbursements and all other monies due to the Lender under the Line of Credit Agreement, and/or under this Deed of Hypothecation and shall not effect, impair or discharge the liability of the Borrower by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction or otherwise of the Borrower with any other company or take over of the management or nationalisation of the undertaking of the Borrower.
- 7. The Borrower hereby declares that the said Charged Assets are and will at all times be the absolute property of the Borrower at the sole disposal of the Borrower and subject to the charges created and/or to be created with the specific permission of the Lender be free from any prior charge, trust, pledge, lien, claim or encumbrance and as to future assets the same shall likewise be unencumbered, absolute and disposable property of the Borrower with full power of disposition over the same.

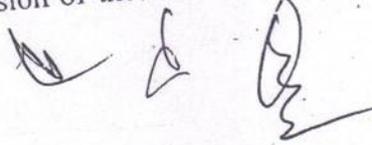
[Handwritten signatures]

8. The Borrower hereby appoints the Lender as its attorney and authorises the Lender to act for and in the name of the Borrower to do whatever the Borrower may be required to do under this Deed of Hypothecation and generally to use the name of the Borrower in the exercise of all or any of the powers by this Deed of Hypothecation conferred on the Lender and the Borrower shall bear the expenses that may be incurred in this regard.
9. Nothing herein shall prejudice the rights or remedies of the Lender in respect of any present or future security or decree for any indebtedness or liability of the Borrower to the Lender.
10. Any notice or request to be given or made to the Lender or to the Borrower or to any other party shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by mail, facsimile, email or telex or sent by overnight courier to the party to which it is required to be given or made at such party's designated address.
11. All remedies under this Deed of Hypothecation whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
12. If for any reason whatever any provision of this Deed of Hypothecation is or becomes invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected in any manner.
13. No modification or amendment to this Deed of Hypothecation and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by all the parties.



SCHEDULE(Short particulars of the Charged Assets)

The whole of the moveable properties of the Borrower including its moveable plant and machinery, machinery spares, tools and accessories, vehicles, furniture and fixtures, book debts, receivables, accounts and other moveables, both present and future, pertaining to (a) 8x250 MW Subansiri Lower Project located at Gerukamukh, Via Gogamukh, District Dhemaji, in the states of Assam and Arunachal Pradesh (Project I) and (b) 4x33 MW Teesta Lower Dam III located at Rambazar, P.O. Reang, District Darjeeling-734231 in the state of West Bengal (Project II) (Project I and Project II are collectively referred to as "Projects") whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of this Deed of Hypothecation be brought into or upon or be stored or be in or about all the Borrower's power generation facilities, premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and wheresoever in the possession of the Borrower and either by way of substitution or addition.



IN WITNESS WHEREOF the Borrower has caused its Common Seal to be affixed hereto on the day, month and year first above written as hereinafter appearing.

THE COMMON SEAL OF the within named
Borrower, National Hydroelectric Power
Corporation Limited has pursuant to the
Resolutions of its Board of Directors passed
in that behalf on and April 28, 2004
hereunto been affixed in the presence of Shri
Yogendra Prasad, Chairman and Managing
Director and Shri S. K. Garg, Director(Finance)
who have signed these presents in token
thereof and Shri Vijay Gupta, Company Secretary,
who has affixed his signature in token thereof.

Yogendra Prasad

S. K. Garg

Vijay Gupta



राष्ट्र MAHARASHTRA
Mumbai

सोमना स्टेशनरी मार्ग, तांग नं. ९,
१४४, एम. जी. रोड, एसायान्ते मंगलन, काका मोडा
मुंबई-२३, फोन : २२८७ ५७५५
परवानाधारक मुद्रांक विभाग

B 133092

16 FEB 2005

7143

कर्मिक.....
M/s/Mis/..... *Nellimal Hydroelectric Power*
पाना नमोना.....
Cost' old
Ref. Ad
परवानाधारक मुद्रांक विभाग

16 FEB 2005

207

Borrower's Undertaking for compliance of condition

Place: Mumbai
Date: February 17 2005

Life Insurance Corporation of India
Central Office, Yogakshema
Jeevan Beema Marg
Mumbai-400021

Dear Sirs,

Re: Financial Assistance of Rs. 6500 crores under a non-renewable line of credit to National Hydroelectric Power Corporation Limited

In consideration of your having agreed at our request to grant to us, the financial assistance in the form of a non-renewable line of credit to the extent of Rs.6500 Crores for the purpose of meeting (a) the fund requirement of construction projects duly approved by GoI; (b) the investment requirement of the Borrower for any future joint venture project approved by GoI. (c) to prepay any of the Borrower's high

cost debt appearing in its portfolio in respect of operation and maintenance/ capital purposes availed from the other lenders, (d) the fund requirement of Survey and investigation Projects awaiting Stage II/ Stage III clearances, as approved by the Ministry of Power/ Central Electricity Authority and (e) for any other purpose, if approved by the Lender during the Period of Facility in terms of the Loan Agreement dated February 13, 2005 entered into by us with you, we do hereby undertake to you and to your successors and assigns that we shall create mortgage in respect our immovable properties situate at (a) 8x250 MW Subansiri Lower Project located at (Terukamukh, Via Gogamukh, District Dhemaji, in the states of Assam and Arunachal Pradesh (Project I) and (b) 4x33 MW Teesta Lower Dam III Rambi Bazar, P.O. Rang, District Darjeeling-734231 in the state of West Bengal (Project II) within a period of six months from the date of first disbursement.

Yours faithfully,
 For and on behalf of National Hydroelectric Power Corporation Limited

S.K. Gang
 Director (Finance)

V. Chandra Prasad
 Chairman & Managing Director

63

Feb. 14 2005 17:00

FORM NO. :

FROM

389-GMCP(A)-II
15/2/05

Life Insurance Corporation of India



Investment Department
(Project Appraisal/ Credit Rating Cell)
Central Office, 'Yogakshema'
Jeevan Bima Marg, Mumbai - 400 021
Tel : 56598655/57/59/61 Fax : 022-22022149

Director (Finance) Office
Dy. No. 959
Date: 14-2-2005

15

CMD/986
15/2/05

Investment/Project Appraisal/Grover/ NHPC

February 14, 2005

The Director (Finance),
National Hydroelectric Power Corporation
NHPC Office Complex, Sector-33,
Faridabad-121003 (Haryana)

CMD
for kind conf. pl.
Agree 14/2
Seen
19/2

Dear Sir,

Re: Line of Credit of Rs. 6500 Crore to NHPC - Execution of Loan Documents

This is reference to your letter dated 09/02/2005 proposing to execute the Loan Documents on 17/02/2005 at 11.30 A. M. in our LIC Central Office, Mumbai. in respect of Line of Credit of Rs. 6500 Crore sanctioned to NHPC by LIC.

We hereby confirm the aforesaid program as proposed by you and request your authorised signatories to ensure their presence for execution of Loan Documents.

Please further note our Chairman, Managing Director and Executive Director (Investments) are also attending the same.

Meanwhile, please acknowledge the receipt of this letter

Yours faithfully,

[Signature]
Mamickam
Chief (Investment)

SMCP(A) II
Chit (PLT) II
19/2

FROM : OIC

FAX NO. :

Feb. 10 2005 13:45PM

11/2005
11/2005

Director (Finance) Office
Dy. No. <u>420</u>
Date: <u>10-2-2005</u>



Life Insurance Corporation of India

Investment Department
 (Project Appraisal/ Credit Rating Cell)
 Central Office, 'Yogakshema'
 Jeevan Bima Marg, Mumbai - 400 021
 Tel : 56598655/57/59/61 Fax: 022-22022149

Investment/Project Appraisal/Grover/ NHPC

February 09, 2004

The Director (Finance),
 National Hydroelectric Power Corporation
 NHPC Office Complex, Sector-33,
 Faridabad-121003 (Haryana)

BMC (F & A) II
Jai m.s. - J.C.
10/2

Dear Sir,

Re: Line of Credit of Rs. 6500 Crore to NHPC

This is further to our sanction letter dated 17/03/2004 and other various correspondences in respect of sanctioning the Line of Credit of Rs. 6500 Crore to NHPC and stating therein the terms and conditions of the proposed facility.

Along with the other Financial Covenants in respect of above, it has also been stipulated that NHPC, (the Borrower) shall maintain a minimum Security coverage ratio of 1.25 times of the outstanding principal at all times during the currency of the Facility.

Meanwhile, it has been observed by LICIL to comply with IRDA Regulations, the minimum security coverage required is 1.33 times (as against 1.25 times stipulated earlier) for the above.

Please note that for all purposes in respect of the aforesaid facility of Rs. 6500 Crore sanctioned to NHPC, Financial Covenants include the Security coverage ratio of 1.33 times of the outstanding principal at all times during the currency of the Facility.

Please acknowledge the receipt of this letter

Yours faithfully,

[Signature]
 Manickam
 Chief (Investment)

E. Vijay (B) - 2007
11/2



नैशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि.मिटे
(भारत सरकार का उद्यम)
आई एस ओ-६००१ और १४००१ प्रमाणित कम्पनी
National Hydroelectric Power Corporation Ltd
(A GOVT. OF INDIA ENTERPRISE)
ISO-9001 & 14001 Certified Company

फोन/TEL.

संदर्भ सं./Ref. No. _____

फरीदाबाद/Faridabad _____

EXTRACTS OF THE MINUTES OF THE 245TH MEETING OF THE BOARD OF DIRECTORS OF NATIONAL HYDROELECTRIC POWER CORPORATION LTD. HELD ON 28.4.2004.

XXXXXXXXXX

ITEM NO.

245.22 : LINE OF CREDIT OF RS.6500 CRORE FROM LIFE INSURANCE CORPORATION OF INDIA.

The Board approved the proposal for Line of Credit of Rs.6500 crore from Life Insurance Corporation of India, as contained in the Agenda Note and passed the following Resolutions:

1. Resolved that NHPC ("the Company") do raise from LIC (hereinafter called as "the lender") a term loan (by way of Line of Credit) of Rs.6500 Crore on the terms and conditions contained in LIC's letter of intent no. Investment / Project Appraisal / Grover / NHPC dated March 17th 2004 which terms and conditions are hereby approved with an authority to Chairman & Managing Director/Director(Finance) of the Company to negotiate and accept any modifications therein.
2. Resolved further that Chairman & Managing Director/Director(Finance) of the Company be and hereby severally authorised to finalise and approve the drafts of the Loan agreement / Subscription Agreement, Deed of Hypothecation, Deed of Undertakings and Irrevocable Power of Attorney in respect of the said term loan which may be received from LIC and Chairman & Managing Director and Director (Finance) of the Company be and hereby severally authorised to accept any modifications therein as may be deemed necessary and the said Loan agreement, Deed of Hypothecation, Deed of Undertakings and Irrevocable Power of Attorney be executed under the Common Seal of the Company which shall be affixed on the stamped engrossment thereof by terms of the Articles of Association of the Company.

पंजीकृत कार्यालय : एन.एच.पी.सी. कार्यालय परिसर, सैक्टर - 33, फरीदाबाद - 121003 (हरियाणा)
Regd. Office : N.H.P.C. OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003 (HARYANA)
केबल/CABLE : "HYDROCORP" टैलेक्स / TELEX : 343-311 NHPC IN फैक्स / FAX : 2277941

3. Resolved further that Chairman & Managing Director/ Director(Finance) of the Company be and they are hereby severally authorised to do and execute all acts, deeds, matters and things and give all such declarations, undertakings and indemnities as may be desired necessary, and sign, execute and deliver all such documents and writings as may be deemed fit.
4. Resolved further that the Company do create a mortgage by deposit of title deeds of Subansiri Lower and Teesta Low Dam and any other project, in case the assets cover as required by the lender falls short, in favour of the Lender of all its immoveable properties together with all permanent buildings and permanent structures thereto and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth and for the purpose deliver to and deposit with LICl all documents of title, evidences, deeds and writings pertaining to the said Immoveable Properties as security for the due repayment and discharge by the Company to Lender of its line of credit not exceeding Rs.6500 Crore, together with interest, additional interest, liquidated damages, compound interest, commitment charges, expenses and other monies payable under / Loan agreement / Letter of Sanction / Line of Credit Agreement or any other terms and conditions imposed by the Lender from time to time.

Further Resolved that the Chairman & Managing Director/ Director (Finance) be and are hereby authorised to accept the terms and conditions for opening of a default escrow Account against the receivable of Subansiri Lower and Teesta Low Dam III Projects.

5. Further Resolved that the Chairman & Managing Director / Director (Finance) be and are hereby authorised to accept the appointment of Lenders legal Counsel for various legal matters & to appoint an agency for custodian services to keep the title documents and to approve his fees for holding the documents and to deposit the title deeds and writings pertaining to the said immoveable properties situated at Subansiri Lower and any other project in case the assets cover as required by the lender falls short and Teesta Low Dam III HE Projects in connection with creation of mortgage for the said facility.



6. Further Resolved that the Chairman & Managing Director/ Director (Finance) be and are hereby authorised to state on behalf of the Company that the title deeds so deposited were the only documents of title in the possession, power and control of the Company and that the Company has a clear and marketable title to the said immoveable properties and that security in favour of the Lender shall ensure that in respect of the said immovable properties both present and future and also to give a declaration to the satisfaction of the Lender.
7. Further resolved that the Chairman & Managing Director/ Director(Finance) be and are hereby authorised to approve and finalise such other deeds and documents as may be required by the Lender in connection with the creation of mortgage.
8. Further Resolved that the Company do file the requisite particulars relating to the creation / modification of charges created in favour of LICl pursuant to aforesaid hypothecation /mortgage with the Registrar of Companies within the time prescribed by law therefore.
9. Further resolved that the Chairman & Managing Director/ Director(Finance) be and are hereby authorised to appoint Legal consultants for finalisation of documents in connection with the said facility and to fix their remuneration.
10. Further Resolved that the Common Seal of the Company be assigned to all such documents and deeds as may be required to be executed under the Common Seal of the Company in terms of the Provisions of the Articles of Association of the Corporation.
11. Resolved that the copies of the foregoing resolutions certified to be the true copies by CMD / Director (Finance) / Company Secretary of the Company be furnished to the lender and they be requested to act thereon.

Certified to be True Copy

Vijay Gupta

विजय गुप्ता
Vijay Gupta
कंपनी सचिव

Company Secretary
नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि०
National Hydroelectric Power Corpn. Ltd.





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नैशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि.मि.
(भारत सरकार का उद्यम)
आई एस ओ-६००१ और १४००१ प्रमाणित कम्पनी
National Hydroelectric Power Corporation Ltd.
(A GOVT. OF INDIA ENTERPRISE)
ISO-9001 & 14001 Certified Company

संदर्भ सं./Ref. No. _____

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The following Resolution was unanimously passed by the Shareholders of the Corporation in their 28th Annual General Meeting held on 15.9.2004.:

Proposed by Shri A.K. Kutty and seconded by Shri A.K. Gangopadhyay, the following Resolution was unanimously passed as an Ordinary Resolution:

"RESOLVED THAT consent be and is hereby accorded to the Board of Directors of the Corporation pursuant to Section 293(1)(d) of the Companies Act, 1956, for borrowing from time to time any sum or sums of money which together with the moneys already borrowed by the Company in (apart from temporary loans obtained from the bankers of the Company in the ordinary course of business) shall not exceed in the aggregate at any one time of Rs.26000 Crore irrespective of the fact that such aggregate amount of borrowings outstanding at any one time may exceed the aggregate for the time being of the paid up capital of the Corporation and its free reserves, that is to say, reserves not set apart for any specific purpose."

~~Certified to be True Copy~~ X X X X X X X X

विजय गुप्ता
Vijay Gupta
कंपनी सचिव

Company Secretary

नैशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि०
National Hydroelectric Power Corpn. Ltd.

पंजीकृत कार्यालय : एन.एच.पी.सी. कार्यालय परिसर, सैक्टर - 33, फरीदाबाद - 121003 (हरियाणा)
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MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL HYDROELECTRIC POWER
CORPORATION LIMITED**

(As Borrower)

AND

**LIFE INSURANCE CORPORATION OF
INDIA**

(As Lender)

New Delhi, April 15th 2004

THIS MEMORANDUM OF UNDERSTANDING (MoU) made this 15th day of April. Two Thousand and Four between:

National Hydroelectric Power Corporation Limited, a Company within the meaning of the Companies Act, 1956 (1 of 1956) and having its Registered Office at N.H.P.C. Office Complex, Sector-33, Faridabad - 121003 (hereinafter referred to as "the Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

AND

Life Insurance Corporation of India (LICI), a Corporation constituted by the Life Insurance Corporation of India Act, 1956 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai - 400 021 in the State of Maharashtra (hereinafter referred to as the "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

1. **PREAMBLE**

LICI is the premier life insurance entity in the country with large long-term cash flows accruing every year through the premium and investment income. As per IRDA regulations for investments, Life Insurance companies need to invest a certain portion of their funds in the infrastructure sector. NHPC is the premier Infrastructure Company in the hydel power generation sector. Funding of NHPC project(s) through Line of Credit would meet the investment objectives of LICI.

LICI has expressed its willingness to extend funding assistance to NHPC through a Line of Credit, governed by the terms and conditions as stated below:

The NHPC and LICI have agreed to enter into a Memorandum of Understanding (MoU). The objective of this MoU is:

- To arrive at a broad understanding for the funding transaction
- To achieve a funding mechanism which is optimal to the needs of both NHPC & LICI
- To define the terms and conditions that would lead to framing of a Line of Credit Agreement. The Line of Credit Agreement would specify complete details of the Line of Credit and would be a binding agreement on NHPC and LICI.

Now, NHPC and LICl do hereby agree as follows:

2.AMOUNT, PURPOSE AND TERMS & CONDITIONS OF LINE OF CREDIT

2(a) AMOUNT OF FACILITY

Life Insurance Corporation of India (LICl) - the Lender, agrees to make available to National Hydroelectric Power Corporation Limited (NHPC) - the Borrower, a non-renewable line of credit limit of Rs.6500 Crore (the "Facility") and allow the Borrower to borrow there from and the Borrower agrees to borrow sums from out of and /or against the Facility in the manner, for the purpose and on the terms and conditions contained herein the MoU.

3. TERMS OF LINE OF CREDIT

The following is an indicative list of terms and conditions applicable for the Line of Credit of Rs. 6500 Crore to NHPC.

Purpose of Facility	<p>The Facility can be utilised for any of the following purposes:</p> <ol style="list-style-type: none"> 1. To meet the fund requirement of duly approved construction projects from GOI. 2. To meet the investment requirement of any future joint venture project which NHPC can participate with the approval from Govt. of India. 3. To prepay any high cost debt appearing in its portfolio on account of O&M / Capital purpose, other than LICl financial assistance sanctioned to NHPC. 4. To meet the fund requirement of Survey & Investigation Projects awaiting Stage II / Stage III sanction, as approved by the Ministry of Power / Central Electricity Authority and 5. For any other purpose, if agreed specifically by LICl.
Tenor of the Facility	<ul style="list-style-type: none"> • The overall tenor of facility will be of 20 years. • The drawal under facility would be commenced from 01/04/2004 and shall cease on March 31, 2012
Applicable Interest rates (with and the due dates)	<ul style="list-style-type: none"> • Interest rate shall be charged at 100 basis points over the annualized yield of 13 year G-Sec paper (Base GS Rate), with a Floor rate of 6.5% p.a. • Such interest will be paid on half-yearly basis on first day of May & November of every financial year. • The interest shall be charged on basis of the weighted average basis from the date of commencement of repayment schedule i.e. from 01/04/2012.

	<ul style="list-style-type: none"> The Base GS Rate will be calculated on the basis of 7 days average annualized yield for GS of 13 year maturity period reckoned up-to two days before the date of each disbursement, as per Reuters.
Credit Rating	<ul style="list-style-type: none"> NHPC's existing corporate credit rating is AAA as provided by M/s Fitch Rating. NHPC shall continue to get the credit rating from a reputed credit rating agency to the satisfaction of LIC and shall maintain its corporate credit rating of AAA during the period the amount under the Facility remains outstanding. NHPC shall confirm its aforesaid credit rating before every tranche of disbursement. In case, the rating moves below AAA rating, at the time of any tranche of disbursement, then the Applicable Interest Rate shall be increased by 25 basis points for each notch below AAA rating. LIC shall have the right not to make any disbursement in respect of the proposed Facility sanctioned, if the credit rating of the Company falls below the level of 'A' rating.
Further Interest	<p>All the amounts availed under the Facility and on all other monies accruing due under this Facility shall, in case the same be not paid on the respective due dates, carry further interest at the Applicable Interest Rate. Such interest will be computed from the respective due dates and shall become payable on the dates specified in Clause 'Applicable Interest Rate' upon the footing of compound interest with half-yearly rests.</p>
Liquidated Damages	<p>In case of default in payment of installments of principal, interest and other monies on their respective due dates, NHPC shall pay on the defaulted amounts, liquidated damages at the rate of 2.0 % per annum for the period of default. Liquidated damages shall be payable in the manner and on the dates as specified in Clause 'Applicable Interest Rate'. Arrears of liquidated damages shall carry interest as stipulated in clause pertaining to 'Further Interest'.</p>
Upfront fee	<ul style="list-style-type: none"> 0.20% on the proposed RTL of Rs. 6500 Crore. <p>Such up-front fee shall be payable in three equal annual installments commencing from May 01, 2004.</p>
Commitment charges	<p>0.25% p.a. on un-drawn amount of annual commitment of the facility outstanding on 31st March of each financial year payable on the first day of May of the next financial year.</p>

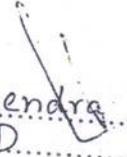
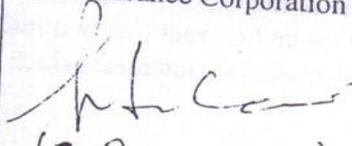
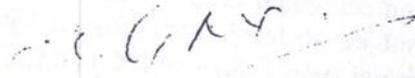
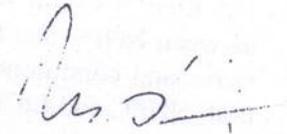
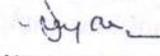
Repayment schedule –	24 equal semi annual instalments commencing from May 01, 2012.
Security structure	<p><u>Prime Security</u> All the fixed assets of the two proposed projects viz. Subansiri Lower (Arunachal Pradesh) and Teesta Low Dam III (West Bengal), both present and future, shall be mortgaged on equitable basis. In case the asset cover of 1.25 times from the aforesaid projects is not available, NHPC shall ensure to provide the same from its other projects to the satisfaction of LICl.</p> <p><u>Default Escrow</u> A default escrow cover will be provided against the receivables of Subansiri Lower and Teesta Low Dam III Projects.</p> <p><u>Reduction of Facility</u> In case the Company is unable to provide the necessary assets cover, the facility amount may reduced at the option of LICl.</p> <p><u>Additional Interest for Non-Creation of security</u> The Company shall create the stipulated security with in a period six months from the date of first disbursement failing which it shall be liable to pay an additional interest rate @ 1% p.a. on the aforesaid interest due dates.</p>
Prepayment terms of facility	<ul style="list-style-type: none"> • Prepayment may be permitted in tranches without any prepayment charges if 60 days notice in advance is given. • However no prepayment is allowed during the draw-down period of facility viz. 01/04/2004 to 31/03/2012. • The accelerated repayment can be made at the option of LICl.
Financial Covenants	<ul style="list-style-type: none"> • Debt to net-worth not to exceed 2:1. • Interest coverage ratio more than 2 times • Asset coverage not less than 1.25 • Financial covenants shall be reviewed every 3 years

Tentative Drawl Schedule				
<i>Financial Year</i>	<i>SEWA II (J & K) of 120 MW</i>	<i>Subansiri Lower (Arunachal Pradesh) of 2000 MW</i>	<i>TLDP III (West Bengal)</i>	<i>Total Annual Commitment</i>
2004-05	162.78	--	74.91	237.69
2005-06	191.80	--	288.90	480.70
2006-07	111.24	496.78	174.43	782.45
2007-08	--	1427.54	--	1427.54
2008-09	--	1293.68	--	1293.68
2009-10	--	1181.73	--	1181.73
Total	465.82	4399.73	538.24	5403.79
Annual Commitment	<p>The Final details of Annual Commitment of entire Facility amount of Rs. 6500 Crore shall be provided by NHPC before the execution of loan agreement.</p> <p>NHPC shall avail entire amounts of the Annual Commitments during the respective Facility Years of the Period of Facility. In case the NHPC fails to avail the Annual Commitment in full in any Facility Year during the Period of Facility, such undrawn portions of the Annual Commitments shall be carried over to the following Facility Years of the Period of Facility subject to (a) the last date of withdrawal of the entire amount of the Facility being March 31, 2012; and (b) payment of commitment charge as stipulated under Clause 'Commitment Charges'.</p> <p>NHPC can draw the amount of facility at an accelerated amount against the proposed aforesaid drawdown schedule, if agreed by LIC. However, the same can not exceed by 25% on the agreed Annual Commitment.</p>			
Legal Charges	<p>NHPC shall pay to LIC all types of legal fees in connection with the documentation, investigation of title and / or carrying out searches, including the creation of requisite security, and other services to be undertaken by LIC departmentally, in respect of Company's properties. LIC will intimate the amount of such legal fees, separately.</p>			

4. OTHERS

- a) NHPC hereby undertakes and agrees to comply with all the statutory and procedural formalities to avail the aforesaid Line of Credit from LIC.
- b) NHPC declares that any information made available to LIC or any statements made in the Offer Document / Letters would be complete in all respects and would be true and correct and that under no circumstances it would give or withhold any information or statement which is likely to mislead LIC.
- c) NHPC undertakes to furnish complete audited annual report(s), other relevant documents, papers, information, etc., as may be required by LIC to monitor their investments.
- d) The Line of Credit would be formalised through a final Line of Credit Agreement between NHPC and LIC. Such Agreement would detail all the clauses relating to terms and conditions and would be subject to legal vetting to the satisfaction of both NHPC and LIC and requisite internal approvals of NHPC and LIC.
- e) Any change by way of addition to and deletion or any modification in the terms and conditions enumerated in the MoU may be effected through mutual consultations.
- f) This MoU shall be valid for a period until the date of execution of Final Line of Credit Agreement between NHPC and LIC.
- g) This MOU may be terminated by the mutual consent of the parties, at any time upon giving 15 days written notice to the other party hereto.

IN WITNESS WHEREOF the NHPC and LIC have caused the MOU to be entered in duplicate on 15th April, 2004.

For National Hydroelectric Power Corporation Limited	For Life Insurance Corporation of India
 (Yogendra Prasad) CMD	 (S.B. Mathur) Chairman
Place : New Delhi Date :	Place : New Delhi Date :
Witness: 	Witness: 
(S.K. Garg), Director (Finance)	(R.N. Bhardwaj), MD
(A.K. Gangopadhyay) Director (Projects)	 (S.C. Bhargava), Chief (Investment)

5. Please note that this communication should not be construed as giving rise to any binding obligation on the part of LIC unless the Company communicates to LIC within 30 days from the date of receipt of this letter that the terms and conditions set out herein are acceptable to it and unless the Loan Agreement and other documents relating to the above facility are executed by the Company in such form as may be required by LIC within 3 months from the date of this Letter of Intent or such further time as may be allowed by LIC in its absolute discretion.

6. Meanwhile, kindly acknowledge receipt of this letter.

Yours faithfully,

[Signature]
 S C Bhargava
 Chief (Investment)



Enclosure: Appendix I to III.

Life Insurance Corporation of India

Investment Department
 (Project Appraisal/ Credit Rating Cell)
 Central Office, 'Yogakshema'
 Jeevan Bima Marg, Mumbai - 400 021
 Tel : 022-56598655/57/59 Fax : 022-202 2149



Director (Finance) Office	
Op. No.	1079
Date	25-3-2004

Investment/Project Appraisal/Grover/ NHPC

March 17, 2004

The Director (Finance),
 National Hydroelectric Power Corporation
 NHPC Office Complex, Sector-33,
 Faridabad-121003 (Haryana)

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Dear Sir,

Re: Your Application for Financial Assistance - Line of Credit of Rs. 6500 Crore

Please refer to your application and the subsequent discussions your representatives had with us in respect of financial assistance to National Hydro Electric Power Corporation (NHPC). The proposal has been considered by Life Insurance Corporation of India (LICI) and LICI is agreeable, in principle, to grant NHPC (hereinafter referred as "the Company") a Line of Credit by way of Rupee Term Loan not exceeding Rs 6500 Crore (Rupees Six Thousand Five Hundred Crore only).

1. The aforesaid facility is subject to the General Condition No. GC-I-99, copy of which is enclosed as Appendix- II deemed to be a part of this Letter of Intent in addition to the normal terms and conditions applicable to the grant of such assistance contained in the Loan Agreement and the special terms and conditions set out in Appendix- I hereto.
2. The Company shall enter into Rupee Term Loan agreement (Line of Credit Agreement) with LICI.
3. Draft of the Rupee Term Loan (RTL) Agreement covering the above facility, would be forwarded to the Company by LICI after the Company has accepted the terms and conditions of this Letter of Intent.
4. In case the above terms and conditions are acceptable to you:
 - a) You may furnish to us within thirty days, two certified copies of the resolution duly passed by the Board of Directors of your Company as per the Performa in Appendix- III. This resolution must provide that Company is agreeable to enter into Rupee Term Loan Agreement in the form mentioned above within the time stipulated by LICI and till such Agreements are executed, there is no obligation or commitment on the part of LICI to advance any money and
 - b) You may, within the same time as mentioned in (a) above, furnish to us a statement of anticipated drawals of such loans indicating probable dates and amounts of drawals.

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Appendix I

Summary of Terms and Conditions – Line of Credit of Rs 6500 Crore to National Hydro Electric Power Corporation (NHPC).

The following is an indicative list of terms and conditions applicable for the Line of Credit of Rs. 6500 Crore to NHPC.

Facility	Financial assistance by way of granting a Rupee Term Loan (RTL) Rs. 6500 Crore.
Purpose of Facility	<p>The Facility can be utilised for any of the following purposes:</p> <ol style="list-style-type: none"> 1. To meet the fund requirement of duly approved construction projects from GOI. 2. To meet the investment requirement of any future joint venture project which NHPC can participate with the approval from Govt. of India. 3. To prepay any high cost debt appearing in its portfolio on account of O&M / Capital purpose, other than LIC financial assistance sanctioned to NHPC. 4. To meet the fund requirement of Survey & Investigation Projects awaiting Stage II / Stage III sanction, as approved by the Ministry of Power / Central Electricity Authority and 5. For any other purpose, if agreed specifically by LIC.
Tenor of the Facility	<ul style="list-style-type: none"> • The overall tenor of facility will be of 20 years. • The drawal under facility would be commenced from 01/04/2004 and shall cease on March 31, 2012
Applicable Interest rates (with and the due dates)	<ul style="list-style-type: none"> • Interest rate shall be charged at 100 basis points over the annualized yield of 13 year G-Sec paper (Base GS Rate), with a Floor rate of 6.5% p.a. • Such interest will be paid on half-yearly basis on first day of May & November of every financial year. • The interest shall be charged on basis of the weighted average basis from the date of commencement of repayment schedule i.e. from 01/04/2012. • The Base GS Rate will be calculated on the basis of 7 days average annualized yield for GS of 13 year maturity period reckoned up-to two days before the date of each disbursement, as per Reuters.



Credit Rating	<ul style="list-style-type: none"> NHPC's existing corporate credit rating is AAA as provided M/s Fitch Rating. NHPC shall continue to get the credit rating from a reputed credit rating agency to the satisfaction of LICl and shall maintain its corporate credit rating of AAA during the period the amount under the Facility remains outstanding. NHPC shall confirm its aforesaid credit rating before every tranche of disbursement. In case, the rating moves below AAA rating, at the time of any tranche of disbursement, then the Applicable Interest Rate shall be increased by 25 basis points for each notch below AAA rating. LICI shall have the right not to make any disbursement in respect of the proposed Facility sanctioned, if the credit rating of the Company falls below the level of 'A' rating.
Further Interest	All interest on the amounts available under the Facility and on all other monies accruing due under this Facility shall, in case the same be not paid on the respective due dates, carry further interest at the Applicable Interest Rate. Such interest will be computed from the respective due dates and shall become payable on the dates specified in Clause 'Applicable Interest Rate' upon the footing of compound interest with half-yearly rests.
Liquidated Damages	In case of default in payment of installments of principal, interest and other monies on their respective due dates, NHPC shall pay on the defaulted amounts, liquidated damages at the rate of 2.0 % per annum for the period of default. Liquidated damages shall be payable in the manner and on the dates as specified in Clause 'Applicable Interest Rate'. Arrears of liquidated damages shall carry interest as stipulated in clause pertaining to 'Further Interest'.
Upfront fee	<ul style="list-style-type: none"> 0.20% on the proposed RTL of Rs. 6500 Crore. Such up-front fee shall be payable in three equal annual installments commencing from May 01, 2004.
Commitment charges	0.25% p.a. on un-drawn amount of annual commitment of the facility outstanding on 31 st March of each financial year payable on the first day of May of the next financial year.
Repayment schedule -	24 equal semi annual installments commencing from May 01, 2012.
Security structure	<p><u>Prime Security</u></p> <p>All the fixed assets of the two proposed projects viz. Subansiri Lower (Arunachal Pradesh) and Teesta Low Dam III (West Bengal), both present and future, shall be mortgaged on equitable basis. In case the asset cover of 1.25 times from the aforesaid projects is not available, NHPC shall ensure to provide the same from its other projects to the satisfaction of LICl.</p>



	<p>Default Escrow A default escrow cover will be provided against the receivables of Subansiri Lower and Teesta Low Dam III Projects.</p> <p>Reduction of Facility In case the Company is unable to provide the necessary assets cover, the facility amount may reduced at the option of LICl.</p> <p>Additional Interest for Non-Creation of security The Company shall create the stipulated security with in a period six months from the date of first disbursement failing which it shall be liable to pay an additional interest rate @ 1% p.a. on the aforesaid interest due dates.</p>
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Prepayment terms of facility	<ul style="list-style-type: none"> • Prepayment may be permitted in tranches without any prepayment charges if 60 days notice in advance is given. • However no prepayment is allowed during the draw-down period of facility viz. 01/04/2004 to 31/03/2012. • The accelerated repayment can be made at the option of LICl.
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Financial Covenants	<ul style="list-style-type: none"> • Debt to net-worth not to exceed 2:1. • Interest coverage ratio more than 2 times • Asset coverage not less than 1.25 • Financial covenants shall be reviewed every 3 years
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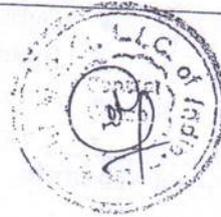
Tentative Drawl Schedule

<i>Financial Year</i>	<i>SEWA II (J & K) of 120 MW</i>	<i>Subansiri Lower (Arunachal Pradesh) of 2000 MW</i>	<i>TLDP III (West Bengal)</i>	<i>Total Annual Commitment</i>
2004-05	162.78	--	74.91	237.69
2005-06	191.80	--	288.90	480.70
2006-07	111.24	496.78	174.43	782.45
2007-08	--	1427.54	--	1427.54
2008-09	--	1293.68	--	1293.68
2009-10	--	1181.73	--	1181.73
Total	465.82	4399.73	538.24	5403.79

Annual Commitment	<p>The Final details of Annual Commitment of entire Facility amount of Rs. 6500.Crore shall be provided by NHPC before the execution of loan agreement.</p> <p>NHPC shall avail entire amounts of the Annual Commitments during the respective Facility Years of the Period of Facility. In case the NHPC fails to avail the Annual Commitment in full in any Facility Year during the Period of Facility, such undrawn portions of the Annual Commitments shall be carried over to the following Facility Years of the Period of Facility subject to (a) the last date of withdrawal of the</p>
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	<p>entire amount of the Facility being March 31, 2012; and (b) payment of commitment charge as stipulated under Clause 'Commitment Charges'.</p> <p>NHPC can draw the amount of facility at an accelerated amount against the proposed aforesaid drawdown schedule, if agreed by LIC. However, the same can not exceed by 25% on the agreed Annual Commitment.</p>
Legal Charges	<p>NHPC shall pay to LIC all types of legal fees in connection with the documentation, investigation of title and / or carrying out searches, including the creation of requisite security, and other services to be undertaken by LIC departmentally, in respect of Company's properties. LIC will intimate the amount of such legal fees, separately.</p>
Others	<p>NHPC shall agree that in case it commits default in repayment of the principal amount of the Facility or payment of interest on due dates, LIC and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name of the Company as defaulter in such manner and through medium as LIC and/or Reserve Bank of India may think fit.</p>





जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Ref: INV/Pj/VPV/11-12/0372

Chief (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector 33
Haridabad - 121 003.
Haryana.

March 17th, 2012.

एन एच पी सी लिमिटेड
ट्रेजरी विभाग
29 MAR 2012
डायरी सं०... 559

Attn: Shri R.S. Batra
Fax: 0129-2270902. Phone: 0129-2278410.

Dear Sir,

Re: Confirmation of Weighted average rate of interest for second line of credit of ₹0500 Crore.

We refer to your request vide letter Ref: NH/FIN/DFS/ LIC/2011-12/869 dated 22.02.2012 regarding captioned subject.

We have to inform you that the competent authority has given necessary consent for weighted average applicable rate of interest @ 9.118% w. e. f. 01.04.2012 payable half-yearly on the last day of April & October in each year from the date of commencement of repayment schedule till the repayment of the facility as per Common loan agreement.

All other terms and conditions of sanction remain unchanged.

Yours faithfully,

(P VENUGOPAL)
Chief (Investment - Operations).

SMC(P) - 7/3
SMC(P) - 7/3
29/3

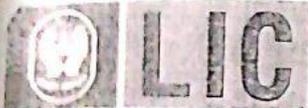
जीवन बीमा निगम, "योगक्षेम", जीवन बीमा मार्ग, मुंबई - 400 021.

6th Floor, Investment Department. Fax: 022-22810448, Phone: 022-66598616, 66598622. Email: co_profinv@licindia.com

"Yogakshema", Jeovan Bima Marg, Mumbai - 400 021.

2493/Chief (F)
29/3/12

SMC(P) - 7/3
29/3



893
6 JAN 2008

Ref Inv/Project/SBB/316

January 14th, 2008

The Assistant Manager (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector 33
Faridabad – 121 003.
Haryana.

Fax: 0124-2270902

Dear Sir,

Re: Interest rate for disbursements of Rs.483.00 Crore dated 02.01.2008.

We refer to our letter Ref: Inv/ Project/SBB/306 dated 01.01.2008 towards disbursement of an amount of Rs.483 Crore under Rs.6500 Crore Line of Credit.

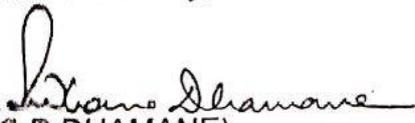
As mentioned in the formula regarding fixation of interest rate, the interest rate for the said disbursement of Rs.483.00 Crore works out to 8.88% p.a.

You are requested to take note of the same and ensure that the interest payments are calculated at the abovementioned rates.

A line of confirmation from your end will be appreciated.

Thanking you.

Yours faithfully,


(B P DHAMANE)
Secretary (Investment).



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Ref: Inv/Project/SBB/347

April 02nd, 2008

The Assistant Manager (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector 33
Haridabad - 121 003,
Haryana.

FAX: 6129 - 2270902

Dear Sir,

Re: Interest rate for disbursements of Rs.200.00 Crore dated 18.03.2008.

We refer to our letter Ref: Inv/ Project/SBB/335 dated 17.03.2008 towards disbursement of an amount of Rs.200 Crore under Rs.6500 Crore Line of Credit.

As mentioned in the formula regarding fixation of interest rate, the interest rate for the said disbursement of Rs.200 Crore works out to 8.78% p.a. payable half yearly.

You are requested to take note of the same and ensure that the interest payments are calculated at the abovementioned rates.

A line of confirmation from your end will be appreciated.

Thanking you.

Yours faithfully,

S P Dhamane

(S P DHAMANE)
Secretary (Investment).

Bkt. Section

Ref Inv/Project/SBB/259

September 05th 2007

The Assistant Manager (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector 33
Faridabad - 121 003.
Haryana.

Dear Sir,

Re: Interest rate for disbursements of Rs.467.00 Crore dated 24.08.2007.

We refer to our letter Ref: Inv/ Project/SBB/251 dated 23.08.2007 towards disbursement of an amount of Rs.467 Crore under Rs.6500 Crore Line of Credit.

As mentioned in the formula regarding fixation of interest rate, the interest rate for the said disbursement of Rs.50.00 Crore works out to 9.11% p.a.

You are requested to take note of the same and ensure that the interest payments are calculated at the abovementioned rates.

A line of confirmation from your end will be appreciated.

Thanking you.

Yours faithfully,


(B.P. DHAMANE)
Secretary (Investment).





September 14th 2007

Ref: Inv/Project/SBB/268

The Assistant Manager (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Door No 33
Faridabad - 121 003.
Haryana.

Dear Sir,

Re: Interest rate for disbursements of Rs.467.00 Crore dated 24.08.2007.

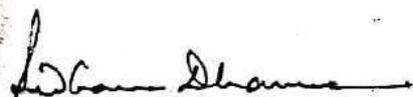
We refer to our letter Ref: Inv/ Project/SBB/259 dated 05.09.2007 regarding captioned subject.

In the said letter we erroneously mentioned 'the interest rate for the said disbursement of Rs.50.00 Crore' which is to be read as 'the interest rate for the said disbursement of Rs.467 Crore'.

You are requested to take note of the same.

Thanking you.

Yours faithfully,


(S P DHAMANE)
Secretary (Investment).

Am/10/15
RP. Dhamane
1/1

437



जीवन बीमा निगम
INSURANCE CORPORATION OF INDIA

July 05th 2008

Ref: Inv/Project/SBB/407

The Assistant Manager (Finance)
National Hydroelectric Power Corporation Limited
NHPC Office Complex
Sector 33
Faridabad – 121 003.
Haryana.

*Done by
16/6/08*

Dear Sir,

Re: **Interest rate for disbursements of Rs.400.00 Crore dated 30.06.2008.**

We refer to our letter Ref: Inv/ Project/SBB/399 dated 28.06.2008 towards disbursement of an amount of Rs.400 Crore under Rs.6500 Crore Line of Credit.

As mentioned in the formula regarding fixation of interest rate, the interest rate for the said disbursement of Rs.400 Crore works out to **9.78% p.a.** payable half yearly.

You are requested to take note of the same and ensure that the interest payments are calculated at the abovementioned rates.

A line of confirmation from your end will be appreciated.

Thanking you.

Yours faithfully,

Angesai

(A N DESAI)
Dy Secretary
(Project Appraisal).

एन. एच. पी. सी. लि.
ट्रेजरी विभाग
16 JUL 2008
डायरी सं. 6525

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 07/02/2022

Certificate No. G0G2022B1907



Stamp Duty Paid : ₹ 210

GRN No. 87099186



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hdfc Bank Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Na

Phone: 93*****52



Buyer / Second Party Detail

Name : Nhpc Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Na

Phone : 93*****52

Purpose : General Agreement

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

This stamp paper is an integral part of Loan Agreement executed

between

HDFC Bank Ltd and NHPC Limited

on 10.02.2022 at Faridabad



10/02/2022

कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33 फरीदाबाद / Sector-33, Faridabad

LOAN AGREEMENT
(Secured Term Loan)

THIS AGREEMENT made at Faridabad, Haryana on this 10th day of February 2022 between: M/s..NHPC Ltd and having its Registered Office/principal place of business at NHPC Office Complex, Sector 33, Faridabad, Haryana 121003

The expression **Borrower** shall, unless it be repugnant to the context or meaning thereof shall mean and include:

- (i) in case the Borrower is a company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership ("LLP") incorporated under the Limited Liability Partnership Act, 2008, its successors and permitted assigns;

In case this Agreement is executed by two or more Borrowers, whether as an association of persons or otherwise, they shall be severally liable hereunder and the word "Borrower" shall be construed to refer to each of such parties separately, all in the same manner and with the same effects as if each of them had signed separate instruments.

of the One Part

AND

HDFC BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, and a branch office interalia at B- 6/3 Safdarjung Enclave DDA Commercial complex, opp deer park, New Delhi-110029("Concerned Branch"), hereinafter referred to as the "Bank" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the OTHER PART.

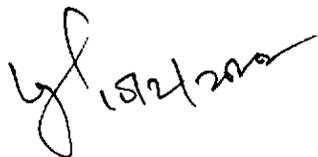
WHEREAS:

- A. The Borrower has requested the Bank to grant to it a Loan of Rs 2000,00,00,000/- (Rupees Two Thousand Crore only) (Loan) for the purpose of meeting ongoing CAPEX requirement of the company and/or reimbursement of CAPEX incurred in the last 12 months which has been funded through internal accruals.
- B. Upon request of the Borrower, the Bank has agreed to grant to the Borrower the Loan on the terms and conditions contained in the sanction letter dated 10.02.2022 and the terms and conditions herein mentioned.

In consideration of the Bank having agreed to grant/granted to the Borrower the Loan the Borrower irrevocably agrees undertakes and confirms to the Bank as follows:

1. The Loan amount will be disbursed by the Bank to the Borrower on its request or as may be mutually agreed upon between them. A Loan account will be opened in the name of the Borrower and the Loan amount will be disbursed therein.
2. The Borrower agrees to pay interest, commitment fee and additional interest payable on the Loan as follows:
- a. The Loan will carry interest at 5.66% (per cent) per annum linked to 3M T-bill excluding interest tax calculated and payable with monthly rests, or such other rate as may be stipulated by the Bank in its absolute

[X]



discretion from time to time and advised to the Borrower. The Borrower shall pay the interest aforesaid at the first day of the subsequent month, for which it is due and payable, until the Loan is repaid.

The benchmark will be taken on T-1 basis and reset will happen every 3 months with 1st reset on 1st April'22.

b. The Borrower shall also pay to the Bank a commitment fee of Nil.% of the Loan amount.

c. Without prejudice to the right of the Bank to demand immediate repayment of the Loan amount in terms of Clause 3 below, if any interest remains unpaid on the date it is due and payable as mentioned above, then the unpaid interest will be compounded quarterly.

d. Any default by the Borrower in payment for dues or of any of the terms and conditions herein, would entail an additional interest charge of 1% on the entire loan, leviable from the date of the default without prejudice to the Bank's other rights available as per this agreement and on default/ failure of the Borrower to pay the same. Provided also that the obligation to pay additional interest shall not entitle the Borrower to set up a defense that no event of default as mentioned hereunder has occurred.

3. The principal amount of the Loan shall, if not demanded earlier by the Bank as mentioned herein after, be repaid by the Borrower to the Bank within a period of 116 Months with 24 months moratorium, commencing on the date of booking of the loan, by 92 monthly installments of Rs 21,73,91,305/- (Rupees Twenty One crore Seventy Three Lakh Ninety One Thousand Three Hundred and Five only) each, to be paid on firstday of every month/, provided however that the Bank will be entitled to demand immediate repayment of the Loan amount if any installment of interest/ Loan installment remains unpaid on the due date for payment thereof.

Additional Schedule cum Key Fact Statement for Term Loan Facilities

lg [X]
19/2/2022

Principal & Interest Break Up			
*Total Amount to be Paid	*Principal Loan Amount	*Interest	
Rupees Two Thousand crore plus applicable interest	2000,00,00,000/- (Rupees Two Thousand crore only)	5.66% linked to 3M T-bill	
* Amount will be subject to change depending on change in interest rate due to external benchmark on date of disbursement. Bank will send repayment schedule to customer within 7 days from date of disbursement.			
EMI Due Dates			
EMI Start Date: EMI shall commence on the completion of date of moratorium, if any	Date of booking of the loan: The same shall be communicated by the bank to the Borrower vide a letter	EMI End Date	The same shall be communicated by the bank to the Borrower vide a letter
EMI start date post completion of Principal and/or where applicable.		Interest Moratorium,	

lg
19/2/2022

EMI Start Date	EMI shall commence on the completion of date of moratorium, if any
SMA	
If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of \ overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.	
NPA	
If the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.	
Name of the Borrower(s) NHPC Ltd (Signature) : _____	
Signed and delivered by / for and on behalf of the Borrower	

4. The Borrower shall secure to the satisfaction of the Bank the Loan amount together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower to the Bank ("the said Dues"), by creating the securities as may be stipulated in the aforesaid sanction letter in favor of the Bank or any other security as may be mutually agreed upon from time to time.

5. The Borrower hereby represents and warrants as under:

- a. That it has obtained the requisite License and does not suffer from any statutory or legal infirmities affecting the pursuit or running of its business/ undertaking.
- b. That it has taken all necessary corporate and other actions for execution of this Agreement and availing of the Loan from the Bank (being a company); and execution hereof and documents in pursuance hereof by the Borrower, constitutes legal, valid and binding obligations of the Borrower.
- c. That there is no action, suit or proceedings against the Borrower pending before any Court of Law or Tribunal, which might affect the Borrower's ability to perform its obligation hereunder.
- d. That it will make arrangement for finance if there is any escalation in the cost of its project for which the Loan is obtained from the Bank.
- e. That no director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower;

[X]

f. That no relative (as specified by Reserve Bank of India ("RBI") of a Chairman/Managing Director or director of banking company (including the said Banks) or a relative of senior officer (as specified by RBI) of the Bank, hold substantial interest or is interested as a director or as guarantor of the Borrower.

g. That none of the Borrower, their directors or key managerial personnel appear in the list of defaulters issued by the RBI or the CIBIL or any other Credit Information Bureau

h. That the Borrower shall comply in all material respects with all environmental laws, obtain and maintain any environmental permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under environmental laws or any environmental permits.

i. That the Borrower has complied with all Applicable Laws, in relation to the conduct of its business including any laws in relation to anti-bribery or corruption or anti-money laundering regulations as prescribed by RBI or any other Governmental Authority

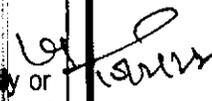
j. That the Borrower has duly paid all statutory dues, including without limitation, statutory dues under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, and other labour laws, to the extent applicable.

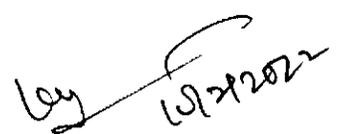
k. That the Borrower is a resident in India/incorporated in India. In addition the Borrower hereby agrees and acknowledges that the Bank may require the Borrower to provide assistance and co-operation in relation to Foreign Account Tax Compliance Act ("FATCA") compliance (including without limitation the provisions of the Income Tax Act, 1961 and the directions of RBI, from time to time), and in this regard hereby agree and undertake to extend full co-operation to the Bank including, without limitation, by (i) furnishing such information, forms, records, reports, data which the Bank may require in this regard, and (ii) permitting the Bank to conduct such due diligence and/ or inspection exercises as the Bank may deem fit in this connection.

l. That the Borrower hereby represents, warrants and confirms that neither he nor any person(s) directly or indirectly related to him feature in the list published by the Office of Foreign Assets Control, U.S. Department of the Treasury, from time to time comprising of (i) individuals or companies owned or controlled by, or acting for or on behalf of, targeted countries or groups including, without limitation individuals identified as terrorists or narcotics traffickers, or (ii) individuals and companies that are categorized as 'Specially Designated Nationals' (SDNs) by the Office of Foreign Assets Control, U.S. Department of the Treasury. The Borrower agrees and acknowledges that upon being included the abovementioned lists, the Bank shall be entitled to cancel/ terminate the Facility with immediate effect, and in such event all the amounts due in respect of the Facility shall become immediately due and payable to the Bank.

m. The Borrower shall forthwith inform the Bank in the event of (i) any representation or warranty being or becoming untrue or incorrect on any day or at any time, and/or (ii) happening of any Event of Default and/or (iii) occurrence of Specified Event (iv) if any part of the Borrower's properties, business or undertakings and/or Security is / are attached or incurs any damage/ additions/ alterations (v) if any other circumstance which may have an adverse impact on the Security and/or the repayment of the Loan by the Borrower; (vi) change in the resident status of the Borrower,

n. That the Borrower its directors, promoters, guarantors associate concerns are not on ECGC caution list / specific approval list, RBI's defaulters or caution list, COFEPOSA defaulters list.

by 

by  19/11/2022

o. To comply with all applicable social, environmental, labour, health and safety laws, ordinances, rules and regulations from time to time.

p. To inform the Bank within five (5) days from the date of receipt of any complaint, order, directive, claim or material written communication from any persons concerning the failure of the Borrower to undertake its operations in compliance with the laws and regulations as mentioned above.

q. To inform the Bank within five (5) working days of the occurrence of any social, labour, health and safety, security or environmental incidents, accidents or any other circumstances which could reasonably be expected to have any material adverse effect on the Borrower's business.

r. To furnish to the Bank in the form and detail satisfactory to the Bank such additional information as the Bank may require from time to time relating to social, environmental, health, labour, safety and other aspects as mentioned above.

6. The Borrower hereby declares that the Borrower has a clear and marketable title/ clear and transferable interest over the security to be created in favor of the Bank and further assure the Bank that the same is free from any prior charge, lien or encumbrance.
7. The Borrower shall at all times during the currency of the Loan, at its own cost, keep the said security fully insured against such risks and the Borrower or with the usual Bank mortgage clause, with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the copy of insurance policies and all cover notes premia receipts etc. with the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of the said the security /assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest @ applicable for the Loan as aforesaid.
8. The Borrower shall allow the representatives and/or nominees of the Bank to visit and inspect from time to time the Borrower's undertaking / project for which the Loan is sought or the Borrower's premises, factories and other property/ assets, books of accounts and all other relevant accounts, documents and records. The costs and expenses of such visits and/or inspections shall be paid and borne by the Borrower.
9. The Borrower will execute necessary promissory note and such further documents, forms and papers as the Bank may in its discretion from time to time require.
10. If at any time the value of the said securities falls so as to create a deficiency in the margin requirement specified by the Bank from time to time or if there is an excess over the Loan amount, the Borrower shall within seven days of notice from the Bank, deposit with the Bank additional security in the form of cash or such other securities which may be acceptable to the Bank, failing which the Bank may at its discretion sell, dispose off or realize any or all of the said securities without being liable for any loss or damage or diminution in value sustained thereby.

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19/2/22

11. The Borrower further covenants as under:

I. to furnish to the bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited half yearly income statements of the Borrower within 60 (sixty) days of the close of each semi-annual period and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) within 120 (one hundred twenty) days after the close of each financial year ;

II to promptly supply or procure such documents and other evidence as is requested by the Bank in order to carry out necessary due diligence and be satisfied that the Borrower has complied with all necessary "know your customer" or other similar checks under all Applicable Laws pursuant to the transactions contemplated in the documents executed by and between the Borrower and the Bank from time to time for the said Loan (Finance Documents).

III. not to enter into any scheme of merger, amalgamation, compromise or reconstruction without prior written intimation to the - Bank ;

IV. not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without prior written intimation to the Bank;

V. not to effect any material change in the management of the business of the Borrower, without prior written intimation to the Bank;

VI. not to make any amendments in the Borrower's Memorandum and Articles without prior written intimation to the Bank;

VII. not to create, assume or incur any further indebtedness of a long term nature whether for borrowed money or otherwise, except with the prior written intimation to the Bank;

VIII. not to declare any dividend if any instalment towards principal or interest remains unpaid on its due date.

IX. not to induct a person, into its Board of Directors, who is a promoter or director on the Board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any Bank/Financial Institution. In case such a person is already a member of the Board of Directors, the Borrower would take expeditious and effective steps for the removal of that person from the Board of Directors.

X. not to apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself.

XI. not to undertake any guarantee or issue a letter of comfort in the nature of guarantee, on behalf of any other company (including group companies), or endorse, or in any manner become directly or contingently liable for, or in connection with the obligation(s) of any Person without prior written consent of the Bank.



XII.

The Borrower, covenants and agrees that wherever prior intimation to the Bank is required to be given by the Borrower in the foregoing clause, and in case the Bank has an objection to it, the bank shall communicate such objection to the customer within 7 days of receipt of such written intimation. In case Borrower decides to go ahead with actions contemplated in foregoing clause, the Bank shall have the right to demand immediate repayment of entire outstanding amount along with accrued and unpaid interest thereon. The Borrower shall, within 21 days of demand notice sent by the Lender, pay the whole of the Borrower(s) outstanding to the Bank without any delay or demur.

12. The Borrower shall furnish upon demand any other security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of the Bank to secure the payment of the Loan provided here and any other obligations of the Borrower to the Bank.
13. (a) The Borrower confirms that the Borrower shall utilize the said Loan only for its principal business only as set forth in its application for loan.
(b) The Borrower hereby agrees to allow the officers, or auditors (including Borrower's auditors), technical experts or management consultants appointed by the Bank to inspect its books of accounts and certify including but not limited to end use of funds, from time to time as required by the Bank and agree to forthwith, upon demand by the Bank, to extend full co-operation
14. In the event the Borrower fails to pay when due any sum which it may owe to the Bank and the Bank shall commence legal proceedings to recover such sum, the Borrower will further pay the Bank all advances, charges, cost and expenses, including reasonable legal fees, incurred or paid by the Bank in exercising any right, power or remedy conferred by this arrangement, (or in the enforcement thereof shall become a part of the indebtedness secured hereunder and shall be paid to the Bank by the Borrower immediately and without demand).
15. The Borrower agrees that any accretion to the said securities (if any) and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged / mortgaged with the Bank by the Borrower.
- 16.A. At the option of the Bank, and without necessity of any demand upon or notice to the Borrower, all of which are hereby expressly waived by the Borrower, and notwithstanding anything contained herein or in any security documents executed by / to be executed by the Borrower in the Bank's favour, the said Dues and all of the obligations of the Borrower to the Bank hereunder, shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its security, upon the happening of any of the following events ("Event of Default"):
 - (a) If any representations or statements or particulars made in the Borrower's proposal / application are found to be incorrect or the Borrower commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Loan;
 - (b) If the Borrower commits any default in the payment of principal or interest of any obligation of the Borrower to the Bank when due and payable;

(c) If there is any deterioration or impairment of the securities / the said property or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the judgment of the Bank to become unsatisfactory as to character or value ;

(d) If any attachment, distress, execution or other process against the Borrower/its assets/bank accounts or any of the securities is threatened, enforced or levied upon by any person;

(e) The death (in case the Borrower is an individual), insolvency, failure in business, commission of an act of bankruptcy, or initiation of any proceedings including insolvency and bankruptcy under IBC/ actions/ notices, change or termination of employment/profession/business for any reason whatsoever (where the Borrower is an Individual), general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower or filing up of any petition for winding up of the Borrower.

(f) If the Borrower (being a Company) goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank;

(g) If a receiver is appointed in respect of the whole or any part of the property /assets of the Borrower;

(h) If the Borrower ceases or threatens to cease or carry on its Business;

(i) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;

(j) If the Borrower, without prior written consent of the Bank, attempt or purport to create any charge , mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower's property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;

(k) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardize or is likely to prejudice, impair, imperil, depreciate or jeopardize any security given by the Borrower or any part thereof;

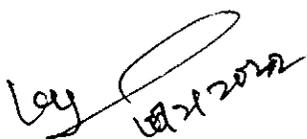
(l) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).

(m) If the Loan or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Bank.

(n) Upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank.

(o) If the Borrower is unable or has admitted in writing its inability to pay to any of its creditors any principal or interest on any of its indebtedness on the date it has become due or any other default or event of default has occurred in relation to such indebtedness.

(p) Upon happening of a Specified Event; for the purposes of this Agreement, Specified Event means any or all of the following:



(i) Filing of any application by any person against any of the Borrower(s) or by any Borrower(s) itself, before any forum under the IBC, or passing of any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to any of the Borrower(s);

(ii) Issuance of any demand notice by any of the creditors including the operational creditors under Section 8 of the IBC to any of the Borrower(s) demanding the payment of amount involved in default as mentioned therein or threatening filing of any proceedings for initiation of the insolvency resolution process;

(iii) Any seizure, confiscation, possession of the assets underlying the Security or any part thereof or similar action or issuance of any notice therefor or any notice in the nature of garnishee issued by any of the Governmental Authorities in relation to any of the Borrower(s) or any of their assets.

(iv) Any action or event which shall trigger initiation of any moratorium or standstill of any nature, whether by statutory operation or otherwise under any applicable law, in relation to any of the Borrower(s) or any of their assets.

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 2013/Insolvency and Bankruptcy Code, 2016 or any other law or of any suit or legal process intended to be filed / initiated against the Borrower, is received by the Borrower.

B. The Borrower further agrees and acknowledges that the occurrence of any default by the Borrower under any agreement entered into by the Borrower with any other bank and/or financial institution including the Bank shall constitute an event of default under this Agreement and vice versa.

C. On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

17. Upon happening of any of the event as mentioned above, the Bank may:

- i. Declare that the said Dues and all of the obligations of the Borrower to the Bank hereunder, shall immediately become due and payable irrespective of any agreed maturity,
- ii. the Bank shall be entitled to enforce its security
- iii. Convert at the option of the Bank, the whole or part of the outstanding due amounts under the Loan (whether due and payable or not) into equity shares of the Borrower at face value and / or formulate mechanism for resolution of the stressed asset.

18. The Borrower expressly recognizes and accepts that the Bank shall be absolutely entitled to have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee, any or all outstandings and of the Borrower, to any third party of the Bank's choice, without reference to, or without written intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstandings to such third party

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कृष्ण कुमार गोेल / KRISHAN KUMAR GOEL

कार्यपालक निदेशक (विन) / E.D. (Finance)

एन एच पी सी लिमिटेड/NHPC Limited

(भारत सरकार का उद्यम / A Govt. of India Enterprise)

सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

and or to the Bank as the Bank may direct. The Borrower acknowledges and undertakes to pay to the third parties the difference between the Loan amount outstanding and the amount received by the Bank in the event of transfer of the portfolio to a third party. The third party shall have authority of the Borrower(s) to collect the Loan /due amounts.

19. The Borrower shall not without the prior written consent of the Bank transfer or create /allow to be created in any manner any charge, lien, hypothecation, mortgage, pledge or other encumbrance whatsoever on any of the properties, assets, actionable claims etc. of the Borrower which constitute security/ies to the Bank for the Loan or create or allow to be created any interest in any such securities in favor of anyone other than the Bank.
20. The rights, powers and remedies given to the Bank by this agreement shall be in addition to all rights powers and remedies given to the Bank by virtue of any other security, statute, or rule of law. The Bank may exercise a banker's lien or right of set-off with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all property or securities of the undersigned in the Bank's possession or custody whether for safe-keeping or otherwise. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.
21. Notwithstanding anything mentioned herein, the Bank reserves an unconditional right to cancel/terminate the right of the Borrower to avail of or make draws from the unavailed portion of the Loan sanctioned at any time during the currency of the Loan, without any prior notice to the Borrower.
22. If the Borrower makes default in payment of the said Dues or any part thereof, the Bank would be at liberty (but not bound to do so) to appoint its nominee as Receiver without having resort to a Court of Law and/or to a proceeding in Court, to take possession of the properties of the Borrower held/to be held by the Bank as security for the Loan hereunder or under any other security document(s) executed /to be executed by the Borrower in favour of the Bank.
23. The Borrower understands that as pre-condition, relating to the grant of the loans / advances / other non-fund based credit facilities to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of information and data relating to the Borrower of the Loan availed / to be availed by the Borrower, obligations assumed / to be assumed by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof, as the said Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency so authorized in this behalf by RBI.

Further, the Borrower(s) authorizes consents and agrees that the Bank shall have the right to not return the photographs, information and documents submitted. The Borrower, including the directors, partners, proprietors, owners, promoters, employees, officers (wherever applicable) further acknowledge and confirm that the Bank shall, without notice to or without any consent of the Borrower (and even for consideration) be absolutely entitled and have full right, power and authority to make disclosure of any information relating to the Borrower including personal information, photographs, details in relation to documents, credit facility, defaults, breaches, asset(s), condition thereof, outstanding dues, Security, obligations of the Borrower, and credit information, KYC data , to any governmental/regulatory/statutory or private agency/entity, RBI, the Bank's other branches/ subsidiaries/ Affiliates/ credit bureau, /credit information company/rating agencies, information utilities or other entities appointed under IBC, service providers, Group members, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, any Central KYC Registry or any agency or entity authorised in this regard under Applicable Law, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including

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publishing the name as part of willful defaulter's list from time to time or also use for 'know your customer' (KYC) information verification, credit risk analysis, or for other related purposes. With regard to the Bank making disclosure of any information relating to the Borrower(s) as mentioned above to information utilities or other entities appointed under IBC, the Borrower(s) hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned information utilities or entities appointed under IBC. The Borrower waives the privilege of defamation, privacy and privity of contract in this regard

24. Accordingly, the Borrower hereby agree and give consent for the disclosure by the Bank of all or any such;

- a. information and data relating to it;
- b. the information or data relating to any credit facility availed of / to be availed, by it and
- c. default, if any, committed by it, in discharge of its such obligation,

as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

25. The Borrower declares that the information and data furnished by it to the Bank are true and correct.

26. The Borrower undertakes that

- a. the Credit Information Bureau (India) Limited and any other agency so authorized may use , process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- b. the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
- c. the Bank shall have an unqualified right to disclose - to other banks information including the credit history and the conduct of the account(s) of the Borrower, in such manner and through such medium as the Bank in their absolute discretion may think fit.

27. The Borrower shall reimburse and pay to the Bank all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges & expenses which may be incurred in preparation of these presents and related to and/or incidental documents as also for the enforcement or attempted enforcement of the security hereby created.

28. A) The Bank shall have a lien and right of set-off

(i) in respect of all and any of the Borrowers' present and future liabilities (including the secured liabilities) to the Bank whether under this document or under any other obligation / Credit Facility(ies) / facilities / borrowings / document, whether such liabilities are/be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), the Bank shall in addition to any general lien or similar right to which any of them as bankers or financial institutions may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, overdraft accounts, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; (ii)


श्री. ए. डी. गोएल
अध्यक्ष, एन. एच. पी. सी. लिमिटेड / E.D. (Finance)
एन. एच. पी. सी. लिमिटेड / NHPC Limited
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separately, the Bank shall have the specific and express right, without notice to and without consent of the Borrower, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid, for the purpose of realizing or against any of dues in respect of any of the Liabilities whether earmarked for any particular Liability or not, to combine or consolidate all or any of accounts of any of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities; and (iii) the Bank shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/will be created in respect of the Credit Facility(ies), as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Credit Facility(ies) shall be available to the Bank also in respect of such other Liabilities, irrespective of whether the Credit Facility(ies) is at any time outstanding, repaid or satisfied or not and even after the Credit Facility(ies) has been repaid or prepaid..

B) Payment by Mistake, Accident or Error

- a) The Borrower hereby agrees and confirms that in the event the Bank transfers or remits any money to the Borrower or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Borrower, then the Borrower shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Borrower to the Bank, the Borrower shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower and keep it free from any attachment.
- b) The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower. The Borrower hereby further agrees and confirms that in case the Borrower fails to return the money within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Loan granted in terms of this Agreement.
- c) Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower maintained with the Bank and recover such money, under intimation to the Borrower, and/or (b) recover such money from the future disbursements (if any) of the Loan.
- d) The Borrower further agrees that such money which has been transferred or remitted by the Bank to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said Dues payable by the Borrower to the Bank in terms of this Agreement and other Finance Documents, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above

29. In case of breach of the terms or in case of any of the events happening as stated hereinbefore, the Bank would have the full rights to sell, dispose off or realize the said securities on such terms and for such price that the Bank thinks fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the Loan account including charges, expenses, etc.

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सेक्टर ३३ फरीदाबाद / Sector-33 Faridabad

29A Notwithstanding anything contained herein /security documents or any other document that has been / may be executed by the Borrower/Security Provider/Guarantor, any payment or recoveries when received by the Bank shall be appropriated towards the following heads in the following order of priority viz.: (i) Firstly, towards interest on fees, costs (including costs of enforcement, preservation, maintenance and protection of secured assets), charges, expenses, and other monies, and on taxes incurred by the Bank (ii) then, towards applicable taxes, fees, costs, charges, expenses and other monies (including towards enforcement, preservation, maintenance and protection of secured assets) incurred by the Bank and the taxes if any on any reimbursements/deemed reimbursements thereof; (iii) then, towards default interest, additional interest, liquidate damages, if any; (iv) then, towards interest on the Loan/Facility(ies); (v) then towards prepayment premium/charges and taxes thereon, if any, (v) then, towards repayment of principal amount of the Loan/Facility(ies) including Equated Monthly Instalments if any; (vi) then, towards other indebtedness of the Borrower to the Bank. Provided that, the Bank may however change the aforesaid order in its sole discretion and appropriate any payment in any manner and in any order of priority as it deems fit.

30. Nothing contained in these presents shall be deemed to limit or affect prejudicially the rights and powers of the Bank under the security documents or letters of guarantee or any of them or under any law.

31. No delay in exercising or omission to exercise any right, power or remedy accruing/available to the Bank upon any default or otherwise hereunder or any other security documents/ letters of guarantee shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein.

[X]

32. The Borrower shall indemnify and keep indemnified the Bank against all actions, suits, proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by the Bank by reason of any false or misleading information given by the Borrower to the Bank hereunder or any breach / default / contravention/ non-observance/ nonperformance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this clause in the said Dues being the subject matter of this Agreement.

33. Any notice or correspondence shall be in writing and in case of the Borrower to be addressed at the above mentioned address of the Borrower and in case of the Bank to be given at the Registered Office address / B 673 Safdarjung Enclave, DDA Commercial complex, Opp deer park, New Delhi -110029 Branch of the Bank and shall be deemed to have been sufficiently served if delivered by hand or addressed by Registered A.D.Post at the addresses mentioned herein above and such service shall be deemed to have been effected in case of delivery by hand on the date on which it is delivered and in case of delivery by Registered A.D.Post on the expiry of 5th day of such posting.

[X]

34. The Borrower agrees to accept the statement of account sent by the Bank or by any other authorized representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.

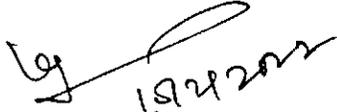
35. The Borrower hereby agrees as a pre-condition of the loan granted to the Borrower by the Bank that in case the Borrower commits default in payment of the amounts due to the Bank or in repayment of interest thereon on due date, the Bank and/or Reserve Bank of India, will have an unqualified right to disclose or publish our name or the name of the Borrower and its directors/partners/proprietors as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

[X]

36. Without prejudice to the generality of the above, the Bank shall have the right to publish photographs of the Borrower and/or its promoters, directors, etc. in or through any media including newspapers, journals, magazines, websites, etc. as it may deem fit, in case of any defaults of breaches of this Agreement or any part

thereof. The Bank and/or RBI and/or any other relevant person will have an unqualified right to disclose or publish the Borrower's name or the name of the Borrower unit and its directors/ partners/ proprietors as defaulters/ wilful defaulters in such manner and through such medium as the Bank or RBI or other relevant person in their absolute discretion may think fit.

37. The Borrower shall execute in favor of the Bank or any nominee of the Bank any further/additional/fresh deeds/documents etc. whenever required by the bank to do so.
38. Notwithstanding anything contained herein, in cases when the Dues become due and repayable by the Borrower to the Bank, as per the terms of sanction of the said Loan and as mentioned herein and the Borrower fails to pay the same then the Bank and its officers and agents shall be entitled at any time and without notice to the Borrower (the Borrower hereby waives any such notice): (a) but at the Borrower's risks and expenses and if so required as attorneys for the Borrower and in the Borrower's name, to enter and remain at any place or premises where or wherein any of the hypothecated assets including plant or machinery are kept or stored or wherein any records pertaining to the hypothecated assets may be kept or stored (and for the purpose of such entry to do all acts deeds or things deemed necessary by the Bank); and (b) inspect, value, insure, recover, receive, to take possession of and/or appoint as receiver for the said security, hypothecated assets etc. in such manner as the Bank shall think fit; and (c) without any further consent from the Borrower, either sell by public auction or by private contract or otherwise dispose of or deal with all or any part of the said security, hypothecated assets, etc. whether with or without any special conditions or stipulation relative to title or evidence of title or other matters as the Bank may think fit; and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper and the aforesaid power shall be deemed to be a power to sell and concur in selling the said security, hypothecated assets, etc. without the intervention of any court of law (d) To ask, demand, sue for, recover and receive of and from all our constituents, customers, agents and dealers and all other persons liable to pay, transfer and deliver all and every debt or debts sum or sums of money goods, chattels and effects due and owing to us by virtue of any security or upon any balance of account or otherwise howsoever and upon receipt thereof or any part thereof for us and in our name to give, sign and execute good and sufficient receipts, release, reconveyances and other discharges for the same respectively. (e) Upon non-payment, non-transfer or non-delivery thereof or any part thereof respectively to commence, carry on and prosecute any action, suit or other proceedings whatsoever for recovering and compelling the payment, transfer or delivery thereof respectively and for that purpose to engage solicitors and advocates and to settle and pay their fees (f) To settle, compound and submit to arbitration all actions, suits, accounts, claims and demands whatsoever which now are or hereafter shall or may be pending between us and any such constituent, dealers, agents, customers and all other persons as aforesaid in such manner and in all respects as the Bank shall think fit. and (g) to apply the net proceeds of such sale towards liquidation of all the Dues hereby secured in such manner and in such proportion as the Bank may agree. The Bank may enforce, realise, settle, compromise and deal with any rights aforesaid (but is not bound to exercise any of these powers) without being liable for any damage or losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise. The Borrower shall accept the Bank's accounts as sufficient evidence of the amount received on such sale or realisation or receipts and of the amount of costs, charges and expenses thereof; and the Borrower shall sign/furnish all such deeds, documents, papers and furnish such other information and do all such acts, deeds and things as may be required by the Bank in connection with the above and on the Borrower's failure to do so within a week of demand in writing by the Bank then the Bank may execute such document itself on the Borrower's behalf.
39. The Bank shall also be entitled to appoint from time to time, directors ("**Nominee Directors**") on the Board of Directors of the Borrower to look after the Bank's interests, in any of the following scenarios:
- (i) Upon occurrence of any Event of Default;


19/12/2022

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(ii) Upon default in repayment/ payment of any Indebtedness to any person by the Borrower, for which purpose, the Borrower shall promptly take necessary corporate and regulatory actions and authorisations to implement such appointment by Bank. The Nominee Director shall not be required to hold any qualification shares and shall not be liable to retire by rotation. If required by Bank, the Nominee Directors shall be also included as a member of any management committee or other committee(s) that may be constituted by the Board of Directors of the Borrower. The Nominee Directors shall be entitled to all the rights and privileges of other directors of the Borrower and shall also have the right to receive notices of and attend all general meetings and Board meetings of the Borrower and meetings of any committee of the Borrower of which the Nominee Directors may be a member.

(iii) The Nominee Director shall be entitled to furnish to the Bank a report of the proceedings of all such meetings.

(iv) The Nominee Directors shall be paid the same sitting fees, commission, remuneration and expenses as shall be payable to other non-whole-time directors. The Borrower shall pay the sitting fees and other expenses to the Nominee Directors directly, but the commission, remuneration or other monies and fees to which the Nominee Directors shall become entitled, shall accrue due to the Bank and accordingly be paid by the Borrower directly to the Bank. Provided that if any such Nominee Directors shall be an officer of the Bank, the sitting fees, commission, remuneration and other monies payable to such Nominee Directors shall also accrue to the Bank and the same shall accordingly be paid by the Borrower directly to the Bank. Any expenses that may be incurred by the Bank or such Nominee Director in connection with the appointment of directorship shall also be paid or reimbursed by the Borrower to the Bank, or as the case may be, to such Nominee Directors.

(v) No Nominee Directors appointed as aforesaid shall incur any obligation or liability by reason only of his being a director or for anything done or omitted to be done in good faith in the discharge of his duties as a director or anything in relation thereto. The Borrower shall indemnify every Nominee Director and the Bank against all actions and proceedings, and losses and expenses suffered or incurred by the Nominee Directors or the Bank in, or in relation to, the discharge of his duties as such director.

(vi) If the Nominee Directors at any time may not be able to attend a meeting of the Board of Directors or any of its committee(s) of which the Nominee Directors may be a member, then the Bank shall be entitled to depute an observer to attend such meeting, in which event, expenses that may be incurred by the Bank for deputing such observer shall be borne by the Borrower.

(vii) Until the Bank shall have appointed the Nominee Directors, the Borrower shall furnish agenda notes of the meetings of its Board of Directors to the Bank whenever required by it provided that agenda notes of Board Meetings at which the Borrower's annual accounts shall be taken up for consideration shall be forwarded by the Borrower well in advance even if not specifically called for by the Bank.

40. Any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of the City of Faridabad in India.

41. Acceptance, Signing, Delivery, Execution of this Document/Agreement:

This document may be accepted by the Borrower physically or electronically, as under:

A. Physical acceptance (wet signature) by the Borrower:

In case the document is accepted physically by the Borrower, the physical signature clauses at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (B) below, then the physical signature of the Borrower shall not be required and the physical signature fields at the end of the document, though appearing there, shall be treated as non applicable.

B. Electronic acceptance by the Borrower:



In case of electronic acceptance of this document by the Borrower, the following shall apply:

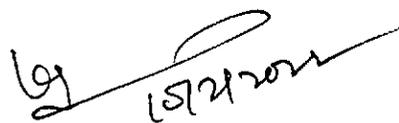
The Borrower hereby expressly acknowledges and confirms that it/its authorized signatory(ies) on its behalf, has/ve read, verified, understood this Document and the Borrower has irrevocably agreed to and accepted, signed and delivered this document including all the terms and conditions contained in this document/terms and conditions/agreement, the Schedules thereto (collectively, "Document"), by way of electronic signature (e-sign) or digital signature (of the Borrower in case of an individual, or of the authorized signatories of the Borrower in case of the non-individual) or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the Borrower shall be required for signing, acceptance and delivery by the Borrower.

The acceptance, signing and delivery by/for and on behalf of the Borrower is complete and absolute as above.

For the purpose of stamp duty, the Bank may optionally designate this document as the principal agreement or require any extract of any part of it ("Relevant Extract") to be designated as the principal agreement and such determination of the Bank would be deemed to be final and binding on the Borrower. The Borrower acknowledges that any writing on the said stamp paper or stamped (including franked/e-stamped) Relevant Extract associating the stamp paper/stamped page (including franked) with this document would be as good as making the stamp paper/stamped page an integral part of this document.

The Borrower also acknowledges that the execution of the agreement would be complete only once the same is accepted by the Bank. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the Borrower as above, the Bank shall be deemed to have accepted this document: (i) either, on the by way of the Bank sending an email communicating such completion, from its relevant office/ branch to the Borrower and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialing at the hands of its officer the Relevant Extract of this document or (iii) by way of by way of electronic signature (e-sign) or digital signature by its officer.

Upon signing of this Document by the Borrower this document and any electronic copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document. The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract.



कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33 फरीदाबाद / Sector-33 Faridabad

42. Any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of the City of Faridabad in India.

SIGNED AND DELIVERED BY
HDFC BANK LIMITED
BY THE HANDS OF AUTHORISED SIGNATORY

ASHUTOSH KUMAR
A5683



For M/s NHPC LIMITED

कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
K K Goel (Executive Director Finance)
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33 फरीदाबाद / Sector-33 Faridabad

THE COMMON SEAL of M/s NHPC LIMITED has been hereunto affixed pursuant to the Resolution of its Board of Directors passed in that behalf on the 10th day of June 2021 in the presence of

1. आर. पी. गोयल / R. P. GOYAL
निदेशक (वित्त) / Director (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

ई. वाई. के. चौबे / Er. Y. K. CHAUBEY
निदेशक (तकनीकी) / Director (Technical)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

3. रुपा देव / RUPA DEB
कम्पनी सचिव / Company Secretary
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

April 3, 2023

To,
NHPC Limited
Sector 33, Faridabad,
Haryana - 121003

Dear Sir,
Subject: Repricing of Term Loan facility of Rs 2000/- Crore – Addendum to Sanction Letter
Ref : Sanction Letter dated 10.02.2022 issued by HDFC BANK to NHPC Limited

This is with reference to NHPC's letter NH/FIN/22-23 dated March 1, 2023 regarding the subject matter. We wish to inform that Bank has proposes to revise the rate of interest on the mentioned loans and the revised pricing is communicated below:-

REFERENCE	VALUEDATE	MATURITY	AMOUNT	EXISTING BENCHMARK	CURRENT SPREAD OVER BENCHMARK	PROPOSED BENCHMARK	PROPOSED SPREAD OVER BENCHMARK	DATE WHEN REPRICING TO BE MADE EFFECTIVE
'003LN06220740001	15-Mar-22	11-Oct-31	3,000,000,000.00	T-BILL – 3 MONTH	1.93	T-BILL-1 MONTH	1.50	01-Apr-23
'003LN06220890001	30-Mar-22	11-Oct-31	2,000,000,000.00	T-BILL – 3 MONTH	1.93	T-BILL-1 MONTH	1.50	01-Apr-23
'003LN06220420002	11-Feb-22	11-Oct-31	15,000,000,000.00	T-BILL – 3 MONTH	1.93	T-BILL-1 MONTH	1.50	01-Apr-23

Kindly further note the revised modification in interest rate reset schedule of the sanction.

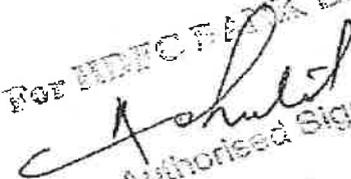
Current Clause	Interest Rate Reset	The first reset shall take place on 1.04.2022 and thereafter reset will be every 3 months.
Revised Clause	Interest Rate Reset	Rate repricing to be made effective 1.04.2023 and thereafter reset will be every month (from 01.05.2023).

We will periodically review the effective rates in discussion with NHPC.

The said Credit Facility/ies have been extended at the sole discretion of HDFC Bank and the terms and conditions as well as pricing would be to subject to periodic review. The Bank at its sole discretion has the right to modify the pricing/ spread at any point of time.

We request you to acknowledge receipt of this letter and provide your acceptance to enable us to proceed further. In case of any further queries on booking and withdrawal please contact the undersigned on 41392146, Cell – 9310005842.

Assuring you of the best of services.

 Sameer Chowdhry Relationship Manager Deputy Vice President HDFC BANK LIMITED	 FOR HDFC BANK LTD. Ashutosh Kumar Authorised Signatory Ashutosh Kumar Unit Head Senior Vice President - II HDFC BANK LIMITED
--	--

Accepted and Confirmed on behalf of: **M/s NHPC Limited**


 Authorized Signatories
 (Affix round stamp here)
 

SANCTION LETTER

Date: 10/02/2022

To,
NHPC Limited
Sector 33, Faridabad,
Haryana- 121003

Subject: Sanction of Credit Facility/ies

Kind Attention: Mr. K K Goel (ED Finance)

With reference to your request, we are pleased to sanction the following Credit Facility/ies as per the terms and conditions mentioned hereunder:

This sanction is subject to the acceptance of the terms and conditions mentioned herein and execution of the Credit Facility/ies and security documents and submission of other required documents, detailed below, unless specifically waived by HDFC Bank Limited ("Bank").

1.	Borrower	NHPC Ltd
2	Name(s) of Directors	
3.	Guarantors	NA
4.	Credit Facility/ies	As per Annexure I
5.	Details of Credit Facility/ies sanctioned	As per Annexure I
6.	Purpose	As per Annexure I
7.	(a) Rate of Interest	As per Annexure I
	(b) Interest Servicing	As per Annexure I
	(c) Additional Interest	As per Annexure I
	(d) Prepayment charges	As per Annexure I
8.	Fees & Charges	
	(a) Processing Fees (non-refundable)	Nil
	(b) Annual Renewal Fees	Nil
	(c) Stock Audit Charges	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(d) ROC Filing Charges (in case of Pvt. / Public Ltd company only)	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(e) Foreclosure Charges	Nil
	(f) Issuance of Solvency Certificate	Nil
	(g) Insurance charges	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(h) Any other charges (pls specify)	As per Annexure I
9.	Security	
	(a) Primary	As per Annexure I
	(b) Collateral	As per Annexure I
10	Other Covenants/Requirements	
	(a) Stock Statement	As per Annexure I
	(b) Documentation	As per Annexure I
11.	Specific Conditions	As per Annexure I
12	Additional terms/information	As per Annexure I

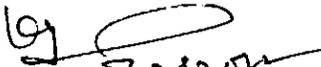
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Registered Office: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013. Website: www.hdfcbank.com


कृष्ण कुमार गोेल / KRISHAN KUMAR GOEL
कार्यपालक (नियंत्रक विभाग) / E.D. (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
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Other Terms and Conditions:

1. The Credit Facility/ies is on the main terms and conditions (subject to change as per Reserve Bank of India (RBI) directives / bank policies from time to time) set out in Annexure I hereto which is deemed to be a part of this sanction letter. The Credit Facility/ies is also subject to the conditions that are contained in the Credit Facility/ies and security documents to be executed by the Borrower in favor of HDFC Bank.
2. HDFC Bank based on the representations made by the Borrower and the furnishing of financial statements by the Borrower has agreed to extend the Credit Facility/ies. The commitment to grant the proposed Credit Facility/ies is contingent upon:
 - Absence of any material adverse change in the condition of the Borrower.
 - The Borrower or its associates not having defaulted under any financing obligation to any bank or institution in past.
 - Compliance by the Borrower of all laws and regulations applicable to its operations.
 - The Borrower fulfilling all its financial obligations under various taxation, labor and applicable laws prevalent from time to time.
3. The Credit Facility/ies is not available for investments in shares, debentures, advances and inter-corporate loans / deposits to other companies (including subsidiary companies).
4. The said Credit Facility/ies is being extended at the sole discretion of HDFC Bank and the terms and conditions as well as pricing would be to subject to periodic review, amendment or cancellation.
5. The Bank shall have unfettered right to securitize, transfer, assign, in full or in part, without requiring any consents from the Borrower and/or the Guarantor/s, the rights/benefits under the Credit Facility/ies to any third party who shall then replace the Bank and that the Borrower and the Guarantor/s shall be obliged to deal with such person as if they were a party to the grant of the Credit Facility/ies (however at no extra cost of whatsoever nature, including withholding tax, to the Borrower).
6. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members/ officers/ directors/ partners/ promoters/ proprietors/ owners, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower or any other legitimate purpose in the opinion of the Bank.
7. Disclosures:
 - a. As pre-condition, relating to the grant of the loans / advances / other non-fund based credit facilities to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of information and data relating to the Borrower of the Loan availed / to be availed by the Borrower, obligations assumed / to be assumed by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof, as the said Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency so authorized in this behalf by RBI.
 - b. Further, the Bank shall have the right to not return the photographs, information and documents submitted. The Borrower, including the directors, partners, proprietors, owners, promoters, employees, officers (wherever applicable) further acknowledge and confirm that the Bank shall, without notice to or without any consent of the Borrower (and even for


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consideration) be absolutely entitled and have full right, power and authority to make disclosure of any information relating to the Borrower including personal information, photographs, details in relation to documents, credit facility, defaults, breaches, asset(s), condition thereof, outstanding dues, Security, obligations of the Borrower, and credit information, KYC data, to any governmental/regulatory/statutory or private agency/entity, RBI, the Bank's other branches/ subsidiaries/ Affiliates/ credit bureau, /credit information company/rating agencies, information utilities or other entities appointed under IBC, service providers, Group members, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, any Central KYC Registry or any agency or entity authorized in this regard under Applicable Law, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time or also use for 'know your customer' (KYC) information verification, credit risk analysis, or for other related purposes. With regard to the Bank making disclosure of any information relating to the Borrower(s) as mentioned above to information utilities or other entities appointed under IBC, the Borrower(s) hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned information utilities or entities appointed under IBC. The Borrower waives the privilege of defamation, privacy and privity of contract in this regard

- c. The Bank/Lender shall be authorised and entitled to disclose / submit the 'financial information' as defined in Section 3 (13) of the IBC read with the relevant Regulations/ Rules framed under IBC, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ("IU") as defined in Section 3 (21) of IBC, in accordance with the relevant Regulations framed under IBC, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned IU.
 - d. Without prejudice to the generality of the above, the Bank shall have the right to publish photographs of the Borrower and/or its promoters, directors, etc. in or through any media including newspapers, journals, magazines, websites, etc. as it may deem fit, in case of any defaults of breaches of this Agreement or any part thereof. The Bank and/or RBI and/or any other relevant person will have an unqualified right to disclose or publish the Borrower's name or the name of the Borrower unit and its directors/ partners/ proprietors as defaulters/ willful defaulters in such manner and through such medium as the Bank or RBI or other relevant person in their absolute discretion may think fit.
8. Stamp duty if any on the Credit Facility/ies documents shall be borne and paid by the Borrower only and the Bank shall not be responsible or liable for the same.
 9. All terms and conditions relating to the Credit Facility/ies and end use of funds would be subject to RBI regulations and directives from RBI from time to time;
 10. The Borrower at all times shall comply with the environmental, health, safety and social (EHSS) requirements, all environmental laws and clearances issued there under, and maintenance of documents to be able to demonstrate compliance with the same to the Bank.
 11. The Borrower has complied with all Applicable Laws, in relation to the conduct of its business including any laws in relation to anti-bribery or corruption or anti-money laundering regulations as prescribed by RBI or any other Governmental Authority
 12. The Borrower has duly paid all statutory dues, including without limitation, statutory dues under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, and other labor laws, to


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the extent applicable.

13. The Borrower hereby agree to allow the officers, or auditors (including Borrower's auditors), technical experts or management consultants appointed by the Bank to inspect its books of accounts and certify including but not limited to end use of funds, from time to time as required by the Bank and Borrower agrees to forthwith, upon demand by the Bank, to extend full co-operation and pay for the costs and expenses incurred by the Bank in relation to said inspection
14. The Borrower (where the Borrower is a company) hereby agrees and undertakes not to induct a person, into its Board of Directors, who is a promoter or director on the Board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any Bank/Financial Institution. In case such a person is already a member of the Board of Directors, Borrower would take expeditious and effective steps for the removal of that person from the Board of Directors.
15. The Borrower acknowledges that the Bank reserves an unconditional right to cancel/terminate its right to avail of or make draws from the unavailed portion of the Credit Facility/ies sanctioned at any time during the currency of the Credit Facility/ies, without any prior notice to the Borrower.
16. Notwithstanding anything to the contrary in this credit arrangement letter or any other document/arrangement: (i) in respect of all and any of Borrower's present and future liabilities to HDFC Bank, affiliates, group entities, associate entities, parent, subsidiaries, any of their branches (collectively "Relevant Entities"), whether under this credit arrangement letter or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), each of HDFC Bank and the Relevant Entities shall in addition to any general lien or similar right to which any of them as bankers may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with HDFC Bank and/or any Relevant Entities, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; and (ii) separately, each of HDFC Bank and the Relevant Entities shall have the specific and express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per HDFC Bank's discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of dues in respect of any of the Liabilities whether earmarked for any particular Liability or not, combine or consolidate all or any of accounts of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) HDFC Bank and the Relevant Entities shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/will be created in respect of the Credit Facility/ies, as security also for any of the other Liabilities and all the rights and powers vested in HDFC Bank in terms of any security or charge created for the Credit Facility/ies shall be available to HDFC Bank and/or the Relevant Entities also in respect of such other Liabilities, irrespective of the fact whether the Credit Facility/ies is at any time outstanding, repaid or satisfied or not and even after the Credit Facility/ies has been repaid or prepaid.

17. None of the directors or other members of the governing body of the Borrower is a director or 'relative' (as defined under the Companies Act, 2013) of a director of a banking company.
18. No director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower;
19. No relative (as specified by Reserve Bank of India ("RBI") of a Chairman/Managing Director or director of banking company (including the said Banks) or a relative of senior officer (as specified by RBI) of the Bank, hold substantial interest or is interested as a director or as guarantor of the Borrower.
20. None of the Borrower, their directors or key managerial personnel appear in the list of defaulters issued by the RBI or the CIBIL or any other Credit Information Bureau.
21. The Borrower is a resident in India/constituted/incorporated in India. In addition the Borrower hereby agrees and acknowledges that the Bank may require the Borrower to provide assistance and co-operation in relation to Foreign Account Tax Compliance Act ("FATCA") compliance (including without limitation the provisions of the Income Tax Act, 1961 and the directions of RBI, from time to time), and in this regard hereby agree and undertake to extend full co-operation to the Bank including, without limitation, by (i) furnishing such information, forms, records, reports, data which the Bank may require in this regard, and (ii) permitting the Bank to conduct such due diligence and/ or inspection exercises as the Bank may deem fit in this connection.
22. The Borrower represents, warrants and confirms that neither he nor any person(s) directly or indirectly related to him feature in the list published by the Office of Foreign Assets Control, U.S. Department of the Treasury, from time to time comprising of (i) individuals or companies owned or controlled by, or acting for or on behalf of, targeted countries or groups including, without limitation individuals identified as terrorists or narcotics traffickers, or (ii) individuals and companies that are categorized as 'Specially Designated Nationals' (SDNs) by the Office of Foreign Assets Control, U.S. Department of the Treasury. The Borrower agrees and acknowledges that upon being included the abovementioned lists, the Bank shall be entitled to cancel/ terminate the Facility with immediate effect, and in such event all the amounts due in respect of the Facility shall become immediately due and payable to the Bank
23. The Borrower its directors, promoters, guarantors associate concerns are not on ECGC caution list / specific approval list, RBI's defaulters or caution list, COFEPOSA defaulters list.
24. The Borrower shall :
 - a. promptly supply or procure such documents and other evidence as is requested by the Bank in order to carry out necessary due diligence and be satisfied that the Borrower has complied with all necessary "know your customer" or other similar checks under all Applicable Laws pursuant to the transactions contemplated in the documents executed by and between the Borrower and the Bank from time to time for the said Loan (Finance Documents).
 - b. not apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself.
 - c. not undertake any guarantee or issue a letter of comfort in the nature of guarantee, on behalf

of any other company (including group companies), or endorse, or in any manner become directly or contingently liable for, or in connection with the obligation(s) of any Person without prior written consent of the Bank.

25. The Borrower is required to maintain adequate insurance on all stock, property and other assets which shall be assigned in favour of the Bank within 30 days from the date of disbursement and the Bank shall be marked as the loss payee. The Bank shall keep the insurance current during the term of the Credit Facility/ies. In the event of noncompliance of the same, the Bank reserves the right to obtain insurance in its own name and has the right to debit the Loan Account for the insurance premium.
26. The Bank shall also be entitled to appoint from time to time, directors ("Nominee Directors") on the Board of Directors of the Borrower to look after the Bank's interests. The terms and conditions for appointment and the rights of the Nominee Director and the Bank shall be as more particularly mentioned in the loan documents.
27. The Borrower shall deliver to the Bank and where applicable, cause the security provider(s) to deliver to the Bank the following, in a form and content acceptable to the Bank:
- Certified true copy of the constitutional document and the proof of incorporation of the Borrower/security provider;
 - In the event the Borrower/security provider is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certified true copy of the resolution passed by the board of directors authorizing the negotiation and availing of the Credit Facility/ies on the terms of the Credit Facility/ies documents and the execution of the Credit Facility/ies documents and the execution of all other documents as may be required by the Bank in connection with the Credit Facility/ies;
 - In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certificate from the statutory auditor that the availing of the Credit Facility/ies is within the limits set out under Section 180(1)(a) and 180(1)(c) of the Companies Act, 2013. The Borrower shall provide a certified true copy of a shareholders resolution approving the availing of the Credit Facility/ies by the Borrower;
 - Certificate and declaration from Statutory Auditors of the Borrower/ security provider/ guarantor company that they are not in violation of section 185 of the Companies Act 2013
 - Where the Borrower is:
 - an individual and;
 - a partnership firm and any of the partners is a director or;
 - a joint stock company and any of its directors is a director ora specified near relation of a director of a banking company/ financial institution, or at any time during the currency of this Credit Facility/ies, becomes a specified near relation of a director of a banking company/ financial institution, details of the relationship of the Borrower with the director of the banking company/ financial institution;
Provided that, in the event Clauses (e) is not applicable and unless otherwise declared to the Bank in writing, the Borrower hereby declares that he is not a director or specified near relation of a director of a banking company/ financial institution.
28. The Bank will have the right to review its Credit Facility/ies in case of any change in the ownership, management or control of the Borrower. The Borrower shall immediately inform the Bank of any such changes or proposed changes, if any.
29. Nothing contained in this Sanction Letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower shall to execute appropriate Credit Facility/ies documents as required by the Bank.

30. The Bank shall also be entitled and authorized to debit the Borrower's Loan Account against processing fees, insurance charges and any other fees/ charges as applicable for releasing the Credit Facility/ies.
31. The Bank shall be entitled to report all guarantees (including performance guarantees and Bank Guarantees / SBLC) to the Reserve Bank of India (RBI) in Form ODI-Part I. Guarantees issued by the Bank in favour of Wholly Owned Subsidiaries / Joint Ventures outside India would be subject to prudential norms issued by the Reserve Bank of India (Department of Banking Regulation) from time to time.
32. Notwithstanding anything contained herein/in the loan agreement/security documents or any other document that has been / may be executed by the Borrower/Security Provider/Guarantor, any payment or recoveries when received by the Bank shall be appropriated towards the following heads in the following order of priority viz.: (i) Firstly, towards interest on fees, costs (including costs of enforcement, preservation, maintenance and protection of secured assets), charges, expenses, and other monies, and on taxes incurred by the Bank (ii) then, towards applicable taxes, fees, costs, charges, expenses and other monies (including towards enforcement, preservation, maintenance and protection of secured assets) incurred by the Bank and the taxes if any on any reimbursements/deemed reimbursements thereof; (iii) then, towards default interest, additional interest, liquidate damages, if any; (iv) then, towards interest on the Facility(ies) (v) then towards prepayment premium/charges and taxes thereon, if any, (v) then, towards repayment of principal amount of the Credit Facility(ies) including Equated Monthly Instalments if any; (vi) then, towards other indebtedness of the Borrower to the Bank. Provided that, the Bank may however change the aforesaid order in its sole discretion and appropriate any payment in any manner and in any order of priority as it deems fit.
33. Payment by Mistake, Accident or Error
- (a) Each of the Borrower, guarantor(s) and security provider(s) hereby agrees and confirms that in the event the Bank transfers or remits any money to any Borrower/guarantor/security provider or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to such Borrower/guarantor/security provider, then such Borrower/guarantor/security provider shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the concerned Borrower/guarantor/security provider to the Bank, the Borrower/guarantor/security provider (as the case may be) shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower/guarantor/security provider and keep it free from any attachment.
- (b) Each Borrower, guarantor and security provider hereby acknowledges and agrees and confirms that (i) any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower, guarantor and security provider, respectively; (ii) in case the said Borrower/guarantor/security provider fails to return the money within the timelines as mentioned above, such Borrower/guarantor/security provider shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Credit Facility(ies) granted in terms of this sanction letter; (iii) without prejudice to the foregoing, the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower/guarantor/security provider maintained with the Bank and recover such money, under intimation to concerned Borrower/guarantor/security provider, and/or (b) recover such money from the future disbursements (if any) of the Credit Facility(ies) and/or any other monies by the Bank to the Borrower/ guarantor/security provider;

- (c) Each Borrower, guarantor and security provider further agrees that such money which has been transferred or remitted by the Bank to any of the Borrower/guarantor/security provider or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said dues payable by the concerned Borrower/guarantor/security provider to the Bank in terms of this sanction letter, the loan agreement/security documents or any other document that has been/may be executed by the Borrower/guarantor/security provider (respectively) in relation to the Credit Facility(ies), in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above.

34. Acceptance, Signing, Delivery, Execution of this Document/Agreement

This document may be accepted by the Borrower physically or electronically, as under:

A. Physical acceptance (wet signature) by the Borrower:

In case the document is accepted physically by the Borrower, the physical signature clauses at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (B) below, then the physical signature of the Borrower shall not be required and the physical signature fields at the end of the document, though appearing there, shall be treated as non applicable.

B. Electronic acceptance by the Borrower:

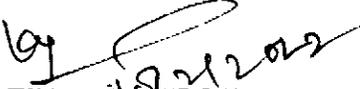
In case of electronic acceptance of this document by the Borrower, the following shall apply:

The Borrower hereby expressly acknowledges and confirms that it/its authorized signatory(ies) on its behalf, has/ve read, verified, understood this Document and the Borrower has irrevocably agreed to and accepted, signed and delivered this document including all the terms and conditions contained in this document/terms and conditions/agreement, the Schedules thereto (collectively, "**Document**"), by way of electronic signature (e-sign) or digital signature (of the Borrower in case of an individual, or of the authorized signatories of the Borrower in case of the non-individual) or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the Borrower shall be required for signing, acceptance and delivery by the Borrower.

The acceptance, signing and delivery by/for and on behalf of the Borrower is complete and absolute as above.

The Borrower also acknowledges that the execution of the sanction letter would be complete only once the same is accepted by the Bank and all the conditions specified are complied. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the Borrower as above, the Bank shall be deemed to have accepted this document: (i) either, online by way of the Bank sending an email communicating such completion, from its relevant office/ branch to the Borrower and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialing at the hands of its officer the Relevant Extract of this document or (iii) by way of by way of electronic signature (e-sign) or digital signature by its officer.

Upon signing of this Document by the Borrower this document and any electronic copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document. The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank


कृष्ण कुमार गोेल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
संस्थापक निदेशक (वित्त) / E.D. (Finance)

HDFC Bank Ltd
Corporate Banking
B-6/3, Safdarjung Enclave
DDA Commercial Complex
New Delhi - 110 029

including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract

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18/2/2022

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Registered Office: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013. Website: www.hdfcbank.com

कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
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सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

Additional Schedule cum Key Fact Statement for Term Loan Facilities

This additional Schedule / Key fact statement shall be in addition to and not in derogation of the commercials covered in the existing Schedule / Key fact statement of the loan agreement and that the details incorporated in this additional Schedule / Key fact statement shall be deemed to be part of the loan agreement dated _____ and are deemed to be replicated in the said loan agreement.

Principal & Interest Break Up			
*Total Amount to be Paid	*Principal Loan Amount	*Interest	
2000,00,00,000/- (Rs Two Thousand Crore only) +Interest	2000,00,00,000/- (Rs Two Thousand Crore only)	5.66% linked to 3M T-bill	
* Amount will be subject to change depending on change in interest rate due to external benchmark on date of disbursement. Bank will send repayment schedule to customer within 7 days from date of disbursement.			
EMI Due Dates			
EMI Start Date:	Date of booking of the loan	EMI End Date	The same shall be communicated by the bank to the Borrower vide a letter.
EMI shall commence on the completion of date of moratorium, if any	The same shall be communicated by the bank to the Borrower vide a letter.		
EMI start date post completion of Principal and/or Moratorium, where applicable.			Interest
EMI Start Date	EMI shall commence on the completion of date of moratorium, if any		
SMA			
If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of \ overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.			
NPA			
If the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.			
Name of the Borrower(s) NHPC Ltd (Signature) : _____			
Signed and delivered by / for and on behalf of the Borrower			

This Sanction Letter is valid for a period of sixty (60) days from the date of issuance.

Kindly sign and return the duplicate of the Sanction Letter as a token of your acceptance of the terms and conditions of sanction. Kindly also call on our Relationship Manager Anchal Garg for execution of necessary Credit Facility/ies and security documents.

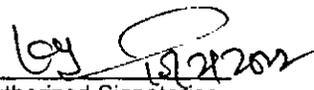
We look forward to partner you in your business.

Yours Sincerely,

<p>Ms Anchal Garg Relationship Manager Corporate Banking Group</p>	 <p>Ashutosh Kumar Unit Head Corporate Banking Group HDFC BANK LIMITED BY THE HANDS OF AUTHORISED SIGNATORY</p>
--	---

Accepted and Confirmed on behalf of: M/s NHPC Ltd

Name: K.K. Goel
Designation: ED (F).
Date: 10/21/2022
(Affix round stamp here)



Authorized Signatories

कृष्ण कुमार गोयन / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

**ANNEXURE I
(TERMS OF THE CREDIT FACILITY/IES)**

Borrower	National Hydro Power Corporation Limited (NHPC)
Facility	Rupee Term Loan (RTL) of Rs 2000 Cr
Purpose	1) To meet ongoing CAPEX requirements of the company 2) Reimbursement of CAPEX incurred during last 12 months which has been funded through internal accrual <i>Borrower to provide CA certificate for the end use with details of creditors / capex vendors who have supplied the equipment towards the CAPEX within 45 days of disbursement</i> <i>In case the facility is used towards the reimbursement of CAPEX, the proceeds shall be used to settle operational creditors / capital creditors outstanding and a detailed CA certificate with the list of operational / capital creditors paid out of proposed loan to be submitted by the Borrower within 45 days of disbursement</i>
Door-to-Door Tenor	116 months from the date of first disbursement under the facility
Moratorium	24 months
Repayment Period	92 months post completion of moratorium
Repayment Pattern	92 Equal monthly installments post moratorium for RTL
Rate of Interest	At 5.66% p.a linked to 3M T- bill (Benchmark) with quarterly reset of benchmark. The benchmark will be taken on T-1 basis.
Interest Rate Reset	The first reset shall take place on 1.04.2022 and thereafter reset will be every 3 months
Security	Pari-Passu charge on the selective movable and immovable assets of the Company ensuring that the cover of 100% of the principal amount is always maintained Security shall be created within 3 months from the date of first disbursement.
Financial Covenants	<ul style="list-style-type: none"> Gross DSCR >= 1.10X Debt to TNW should not exceed 2:1 Interest coverage ratio should be more than 2 times and should be calculated as ((Net Profit+ Non-Cash Expenditures+ Interest Payable- Non-Cash Income)/ Interest Payable) Fixed assets cover of 100% of the principal and interest amount
Penal Interest	<ul style="list-style-type: none"> Penal charges of 1% of outstanding to be levied in case of non-creation of security within timelines as stipulated herein
Default Interest	<ul style="list-style-type: none"> In case of default in payment of the dues by Borrower, penal interest rate of 1% over and above the applicable rate shall be paid on the total outstanding amount
Availability period	<ul style="list-style-type: none"> Six months from the date of first disbursement. First disbursement to be permitted immediately after execution of documents. Fund shall be released as and when required by the company within 7 days
Drawdown Schedule	<ul style="list-style-type: none"> Disbursement allowed in tranches as per requirement of the company
Pre-Disbursement Conditions	<ul style="list-style-type: none"> Borrower to submit copy of constitution documents like MoA & AoA; Borrower to submit all required authorizations for availing the Facility and creating security – Board Resolution and required Shareholders resolutions; Borrower to confirm that none of its directors' names appear in RBI's / CIBIL's Defaulters' list / ECGC Caution List; All Financing Documents and Security Document (as per timelines

	<p>stipulated herein) to executed;</p> <ul style="list-style-type: none"> In case of recoupment of capex incurred by internal accruals, company shall submit a certificate from an independent Chartered Accountant confirming that capex proposed to be recouped was incurred through internal accruals in the last 12 months from the date of disbursement
Post disbursement	<ul style="list-style-type: none"> Security creation and perfection within 90 days of disbursement End use certificate as certified by an Chartered Accountant shall be submitted within 45 days of disbursement.
Other Covenants	<p>(a) Rating of AAA to be maintained throughout the tenor of the loan (b) GOI to maintain management control and their shareholding in the Borrower to be un-encumbered and not to fall below 51%.</p> <p>Downgrade in rating of the borrower below AAA shall require the borrower to mandatorily prepay the facility</p>
Interest servicing	<ul style="list-style-type: none"> Interest shall be payable on monthly rest Interest for the month shall be payable on the 1st day of next month. If 1st day is non working same shall be paid on next working day. Actual/Actual interest shall be computed on actual/actual basis where the interest period (start date to end date) includes Feb 29, interest shall be computed on 366 days-a-year basis
Prepayment	<ul style="list-style-type: none"> Allowed fully and/or partially with 30 days notice
Prepayment charges/fee/penalty	<ul style="list-style-type: none"> Nil
Upfront fee/Commitment/Prepayment Charges	<ul style="list-style-type: none"> Nil
Other Expenses	<ul style="list-style-type: none"> Stamp duty if any on the credit facility/ies documents shall be borne and paid by the borrower
Other General terms and conditions	<ul style="list-style-type: none"> Borrower shall share end use certificate within 45 days of disbursement; The borrower shall forward to the Bank audited accounts within 30 days of its audit The borrower shall keep the bank advised of any circumstances adversely affecting the financial position of the subsidiary company (ies) if any, including any action taken by any creditor against the subsidiary company (ies)

18/2/2022

कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL

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Registered Office: HDFC Bank House, Sector-33, Faridabad (HDFC Finance), Mumbai – 400 013. Website: www.hdfcbank.com

एन एच पी सी लिमिटेड/NHPC Limited

(भारत सरकार का उद्यम / A Govt. of India Enterprise)

सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 23/02/2022

Certificate No. G0W2022B11



Stamp Duty Paid : ₹ 210
(Rs. Only)

GRN No. 87569565



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hdfc Bank Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Na

Phone: 93*****52



Buyer / Second Party Detail

Name : Nhpc Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Na

Phone : 93*****52

Purpose : General Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

This stamp paper forms an integral part of
facility agreement executed between NHPC Ltd and
NDFC Bank Ltd dated 24th February 2022.

कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

FACILITY AGREEMENT

BETWEEN

NHPC LIMITED
As Company

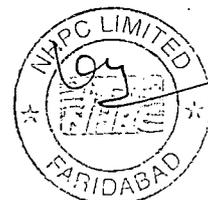
AND

HDFC BANK LIMITED
As Investor



PHOENIX LEGAL

AS



FACILITY AGREEMENT

THIS FACILITY AGREEMENT ("Agreement") is made at Faridabad on this 24th day of February 2022 ("Execution Date") by and between:

NHPC LIMITED, a public limited company incorporated and registered under the Companies Act, 1956 and an existing company within Companies Act, 2013, having its corporate identification number L40101HR1975GOI032564 with its registered office at NHPC office complex, Sector 33, Faridabad, Haryana-121003 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and permitted assigns) of the **FIRST PART**;

AND

HDFC BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 in its capacity as Investor acting through its authorized officers (hereinafter referred to as the "**Investor**", which expression shall, unless repugnant to the subject, context hereof, include its successors and assigns) of the **SECOND PART**.

The Company and the Investor shall individually be referred to as "**Party**" and collectively as "**Parties**" under this Agreement.

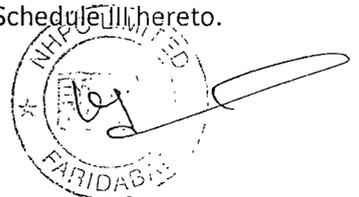
WHEREAS

- A. The Company is a hydropower company in India and engaged in designing, constructing and operating hydropower plants including Chamera-I Power Station (3 x 180 MW) set up on river Ravi in Chamba district of Himachal Pradesh (the "**Power Station**").
- B. The Company has approached the Investor for securitisation of its return on the investment earned from the Power Station, and the Investor has agreed to make available to the Company the facility of an aggregate principal amount not exceeding Rs. 1016,39,00,000 (Rupees One Thousand sixteen crore and thirty nine lacs) (the "**Facility**") for the Purpose (defined hereinafter).
- C. Based on the representations and assurances of the Company, the Investor has agreed to provide the Facility to the Company and the Company has agreed to avail the Facility from the Investor on the terms and subject to the conditions contained in this Agreement and the other Facility Documents.

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants contained in the Agreement and other good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), each of the Parties hereby agree as follows-

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

In addition to the terms defined in (i) the recitals to the Agreement; (ii) elsewhere in the Agreement, the capitalized terms shall have the meanings set forth in Schedule III hereto.



2. THE FACILITY

2.1 Facility

Subject to the terms and conditions of the Agreement and upon issuance of a duly completed Drawdown Notice in the manner set out in clause 4 of the Agreement, Investor agrees to make available to the Company, the Facility in accordance with the terms of the Agreement.

2.2 Purpose

2.2.1 The Company hereby undertakes that the Facility shall be utilized, by the Company towards its future capex requirements.

2.2.2 The Company agrees to furnish a certificate from its auditors regarding the utilization of funds disbursed and such certificate shall be furnished to the Investor within sixty (60) Business Days of Disbursement of the Facility.

2.3 Availability

The Facility shall be available for Disbursement on the Drawdown Date set out in a Drawdown Notice, provided that Disbursement of the Facility will not occur after 60 (sixty) Business Days from the Execution Date.

2A Security

(i) The Secured Obligations shall be secured by the below mentioned security created/to be created in favour of the Investor, in the form and manner acceptable to the Investor:

(a) a first charge by way of hypothecation over the Escrow Account of the Company and the monies lying therein, established/to be established in accordance with the Escrow Account Agreement ("Security").

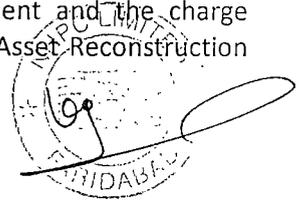
(ii) The Security stipulated in Article 2A(i) shall be created and perfected on or before the initial Drawdown Date.

(iii) The Company shall forthwith, and in no event later than 30 (thirty) days from the date of execution of the relevant Security Documents or shorter period, if any, provided under the Applicable Laws, file particulars of the charges created under the Security Document with the relevant Registrar of Companies by filling Form CHG-1 and paying such fees as may be prescribed.

(iv) The Company shall promptly provide evidence of perfection of charge over the Security, including certified true copies of CHG 1, along with annexures, challan, charge certificate, etc. in favour of the Investor and all details in relation to registration of the charge in favour of the Investor.

(v) The Company shall take all necessary actions and provide necessary assistance to the Investor for filing/registration of the Security Document and the charge created thereunder with Central Registry of Securitisation Asset Reconstruction

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and Security Interest of India, forthwith upon execution of the Security Document and in any event not later than 10 (ten) Business Day from the execution of such Security Document.

3. CONDITIONS PRECEDENT

3.1 Conditions Precedent to the Facility

Notwithstanding any other provision hereof, the Investor shall not be obligated to make a Disbursement of the Facility, pursuant to a Drawdown Notice, unless the Company has satisfied the Conditions Precedent as set out in Schedule IV hereto or waived by the Investor in its sole discretion and no Event of Default has occurred. The satisfaction of any Condition Precedent in this clause by the Company may be waived by the Investor, in writing, at its sole discretion, following a written request from the Company setting out (a) the Condition(s) Precedent in respect of which Company seeks a waiver, and (b) the reasons for seeking such waiver.

4. DRAWDOWN

4.1 The Facility shall be drawn by the Company in a single tranche/multiple tranches as agreed by the Investor, by providing a notice in the form set out in Schedule V ("**Drawdown Notice**") after the satisfaction or waiver of all the Conditions Precedent, as the case maybe.

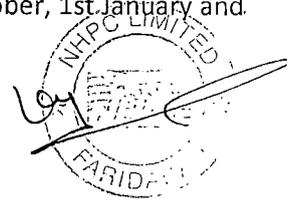
5. REPAYMENT OF FACILITY, INTEREST PAYMENTS

5.1.1 The outstanding principal of the Facility shall be repaid in structured instalments, in accordance with the Amortization Schedule set forth in Schedule VII hereto out of the Fixed Component Payment (defined hereinafter) payable by the Company on monthly basis. It is clarified that the first Fixed Component Payment shall be payable on the First Fixed Component Payment Date. Subsequent payments of the Fixed Component Payment shall be made on Subsequent Fixed Component Payment Date(s).

5.1.2 Interest

- (a) The Interest shall be Quoted Discount Rate or Effective Discount Rate, whichever is lower, to be paid, on monthly basis on every Interest Payment Date(s), out of the Fixed Component Payment payable by the Company on monthly basis.
- (b) Interest for the break period in the month of Disbursement shall be payable at the Effective Discount Rate, by depositing the required amount in the Escrow Account, 2(two) days prior to the Interest Payment Date. It is clarified that in case the Disbursement takes place on the first day of the month, Interest shall be payable out of the Fixed Component Payment to be deposited by the Company 2(two) days prior to the Interest Payment Date in the Escrow Account.
- (c) The Investor shall reset the Benchmark Rate and consequently Effective Discount Rate shall be reset every 3(three) months commencing from April, 2022. For avoidance of doubt, it is hereby clarified that first such reset of Benchmark Rate shall be shall take place on the first day of April, 2022, on the basis of Benchmark Rate applicable on that date ("**First Reset Date**"), and thereafter every 3 (three) months from the First Reset Date, that is on 1st July, 1st October, 1st January and 1st April.

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5.1.3 The Company shall also make the Variable Component Payment on the First Variable Component Payment Date and thereafter on every Subsequent Variable Component Payment Date.

5.1.4 The Company shall be liable to make Additional Payment (defined hereinafter) at such intervals, as may be required, as per the terms of this Agreement.

5.1.5 Liquidated Damages on Defaulted Amounts

(a) In case of default in crediting/paying the Fixed Component Payment, Variable Component Payment and Additional Payment on their respective Due Dates, except Liquidated Damages (the "**Defaulted Amounts**") the Company shall pay to the Investor, liquidated damages at the rate of 2% (Two Percent) per annum, plus applicable Taxes (the "**Default Interest Rate**") on the Defaulted Amounts ("**Liquidated Damages**"). The Liquidated Damages shall be payable on demand and in the absence of any such demand on the next Due Date occurring after the date of default.

(b) Liquidated Damages shall be payable for the period commencing from the date of such default as set out in paragraph (a) above till the time such default continues and is not remedied to the satisfaction of the Investor.

(c) The Company acknowledges that Liquidated Damages under this Agreement, are reasonable and represent a genuine pre-estimate of the loss likely to be suffered and incurred by the Investor.

6. REPRESENTATIONS AND WARRANTIES

6.1 By executing the Agreement, the Company makes the Company's Representations and Warranties to the Investor.

6.2 The Company's Representations and Warranties are deemed to be made by the Company on and by reference to the facts and circumstances then existing.

7. COVENANTS

During the currency of the Facility, the Company agrees to abide by and ensure continued compliance with the covenants as more particularly laid down in Schedule VI of this Agreement.

8. ASSIGNMENT

The Investor reserves the right to assign its rights and obligations herein in favor of a new investor, provided that such new investor was identified as an eligible investor in terms of the Bid Documents. The Company is not entitled to assign any of its respective rights or obligations under any of the Facility Documents, without the consent of the Investor.

9. TERM AND TERMINATION

9.1 Term

This Agreement shall come into force from the Execution Date and the Agreement shall continue to be in force unless terminated in accordance with the provisions of clause 9.3 below or upon repayment of the Facility in accordance with the provisions contained in clause 5 hereof.

9.2 Events of Default

The occurrence and/ or continuance of any one or more of the following events shall constitute a default under the Agreement (each such event being herein referred to as an "Event of Default") -

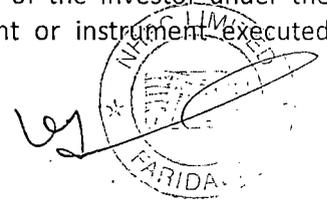
- 9.2.1 If the Company fails to credit Fixed Component Payment, Variable Component Payment and Additional Payment into the Escrow Account on Due Dates.
- 9.2.2 Any final execution or distress order being enforced or levied against the Power Station and any order relating thereto is not discharged or stayed within thirty (30) Business Days from the date of enforcement or levy.
- 9.2.3 A receiver or liquidator being appointed in respect of the Power Station and such appointment is not stayed, quashed or dismissed within thirty (30) Business Days of the appointment.
- 9.2.4 An event or circumstance has occurred which is materially prejudicial to or imperils or depreciates the Security or the charge created by the Security Documents ceases to be valid under the Applicable Laws.

9.3 Termination

In case of occurrence and continuance of any of the events described above or in Clause 9.2 of this Agreement or if the Company has not availed the Facility before the availability period, then in such event, the Investor may, by notice in writing to the Company, terminate the right of the Company to make withdrawals. Upon such notice, the undrawn amount of the Facility shall stand cancelled.

10. CUMULATIVE RIGHTS

- 10.1 For greater certainty, it is expressly understood and agreed that the rights and remedies of the Investor under the Agreement, the other Facility Documents or under any document or instrument executed pursuant hereto or thereto, are cumulative and are in addition to and not in substitution of the Investor's rights or remedies provided by Applicable Law or by equity and any single or partial exercise by the Investor of any right or remedy for a default or breach of any term or condition contained in the Agreement, the other Facility Documents or any other document or instrument executed pursuant hereto or thereto, shall not be deemed to be a waiver of or to alter, affect or prejudice the right or remedy or other rights or remedies to which the Investor may be lawfully entitled for such default or breach. Any waiver by the Investor of the strict observance, performance or compliance with any term or condition herein contained and any indulgence granted either expressly or by course of conduct of the Investor shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Investor under the Agreement, the other Facility Documents or any document or instrument executed



pursuant hereto or thereto, as a result of any other default or breach hereunder or thereunder.

10.2 Consequences of Default

Upon and at any time after the occurrence of an Event of Default, the Investor may-

- (i) by written notice to the Company, demand that all or part of the entire outstanding amount under the Facility and all other amounts payable under the Facility Documents be immediately due and payable; and/ or
- (ii) enforce its rights under the Facility Documents in the manner provided therein and in Applicable Law; and/or
- (iii) issue a notice to the Escrow Bank to draw on any margins and balances in the Escrow Account / instruct the Escrow Bank to ensure that no withdrawals/transfers take place from the Escrow Account.

11. INDEMNITY

The Company undertakes (without limiting any other remedy of the Investor under the Facility Documents or in any other way, including their right to damages in respect of a claim for breach of any of the representations or warranties on any other basis) to defend, indemnify and hold harmless the Investor and their respective officers, directors, employees, affiliates, advisors, agents and controlling Persons (each, an "Indemnified Party") from and against any and all losses, claims, liabilities, damages and expenses, joint or several relating to the transactions in the Facility Documents, the occurrence of an Event of Default and/or any other Indemnified Party acting on their behalf.

12. TAXES; REPORTING REQUIREMENTS

12.1 Tax gross up and Indemnities

12.1.1 Tax gross-up

- (i) All payments to be made by the Company to the Investor under the Facility Documents shall be made free and clear and without any deduction or withholding for or on account of Tax, save and except for any tax on income of the Investor (a "Tax Deduction") unless the Company is required to make a Tax Deduction by Applicable Law, in such case the sum payable by the Company (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that the Investor receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made;
- (ii) If the Company is required to make a Tax Deduction, the Company shall make that Tax Deduction and make any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law; and

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NHPC LIMITED
24/2/2012

- (iii) Within thirty (30) days after the due date of payment of any Tax or other amount which it is required to pay, the Company shall deliver to the Investor evidence of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

12.1.2 Tax indemnity

If the Investor is required to make any payment on account of Tax other than income tax payable by the Investor or in relation to any sum received or receivable under any Facility Document or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Investor, Company shall, within three (3) calendar days of demand of the Investor, promptly pay the Investor the full amount of such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this clause 12.1.2 shall not apply to any Tax imposed on and calculated by reference to the net income actually received or receivable by the Investor.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed and construed in accordance with the laws of India.
- 13.2 The courts, tribunals at Faridabad shall have an exclusive jurisdiction in respect of all the matters arising out of / in relation to this Agreement.

14. MISCELLANEOUS

14.1 Further Assurances

Each Party shall co-operate with the other Party, execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the Agreement.

14.2 Notices

All notices, requests, consents, demands or other communication required or permitted to be given under the Agreement and the provisions contained herein shall be written in English and shall be sent by registered post, postage prepaid, or transmitted by facsimile transmission or couriered to the other Party at the address indicated below-
In the case of notices to the Company, to:

Address : NHPC Limited
NHPC Office Complex,
Sector-33, Faridabad,
Haryana - 121003

Attention : Mr. K K Goel

Phone Number : 0129-2258829

Facsimile : -

E-mail : nhpcbondsection@nhpc.nic.in

A circular stamp of NHPC Limited is visible, with a handwritten signature in black ink written across it. The signature appears to be 'K K Goel'.

In the case of notices to the Investor, to:

A small, handwritten mark or signature in the bottom left corner of the page.

Address : HDFC Bank Limited
Corporate Banking,
B-6/3, Safdarjung Enclave,
DDA Commercial Complex
NEW DELHI-110029
Attention : Mr. Ashutosh Kumar
Phone Number : +91-9923277356
Facsimile : -
E-mail : Ashutosh.kumar@hdfcbank.com

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this clause, but no such change of address shall be deemed to have been given until it is delivered or deemed to be delivered in accordance with this clause 14.2.

Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this clause 14.2 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if-

- (i) sent by mail, five (5) calendar days after posting it;
- (ii) sent by courier, when received at the Party's physical address; and
- (iii) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.
if sent by e-mail, when it is sent provided the sender does not receive an "undeliverable" message (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending of the e-mail.

14.3 Waivers and Acknowledgements

The Company hereby waives any right to terminate or revoke the Agreement until the Facility and interest thereon, fees, costs, charges and all other amounts owed by and all other present and future obligations and liabilities under or in respect of the Facility Documents have been fully paid to the Investor.

14.4 Severability

If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

14.5 Amendments

No modification, alteration or amendment of the Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of the Parties.

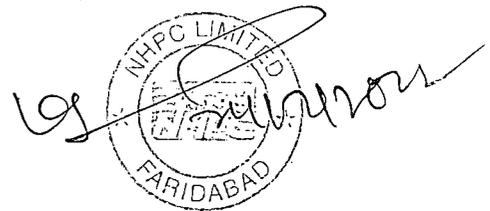
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14.6 **Entire Agreement**

The Agreement along with other Facility Documents constitute and represent the entire Agreement between the Parties with regard to the rights and obligations of each of the Parties and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the Facility hereof or in respect of matters dealt with herein.

14.7 Notwithstanding anything contained herein, the sanction letter dated 24-Feb-2022 attached as Schedule II hereto, as amended from time to time ("Sanction Letter") shall form an integral part of this Agreement as if it were set out expressly herein and shall be read in conjunction with the terms of this Agreement. For sake of clarity, the Company acknowledges, agrees and confirms that any breach of terms and conditions of the Sanction Letter shall be construed as a breach of this Agreement.



IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be duly executed by its duly authorised representatives on the date and year first above written:

THE COMMON SEAL of the within named the Company, **NHPC LIMITED** has hereunto affixed pursuant to the resolution passed at the meeting of its board of directors held on [●], in the presence of Mr. R. P. Goyal, D(F) and Sh. Y.K. Chaubey, D(T) & Smt. Rupa Deb, CS who have in token thereof, affixed their signatures hereto.



आर. पी. गोयल / R. P. GOYAL
निदेशक (वित्त) / Director (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad



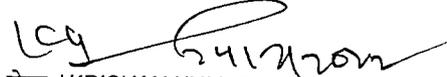
ई. वाई. के. चौबे / Er. Y. K. CHAUBEY
निदेशक (तकनीकी) / Director (Technical)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad



रुपा देब / RUPA DEB
कम्पनी सचिव / Company Secretary
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

SIGNED AND DELIVERED BY within named the Company, **NHPC Limited**, by the hand of its authorised official.

Name: K K Goel
Designation: ED Finance



कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

SIGNED AND DELIVERED BY within named the Investor, **HDFC Bank Ltd**, by the hand of its authorised official.

Name: Ashutosh Kumar
Designation: Senior Vice President



**SCHEDULE I
PARTICULARS OF THE FACILITY**

NAME OF THE INVESTOR (1)	AMOUNT OF FACILITY IN RUPEES CRORES (2)
HDFC Bank Limited	1,016.39
Total	1,016.39

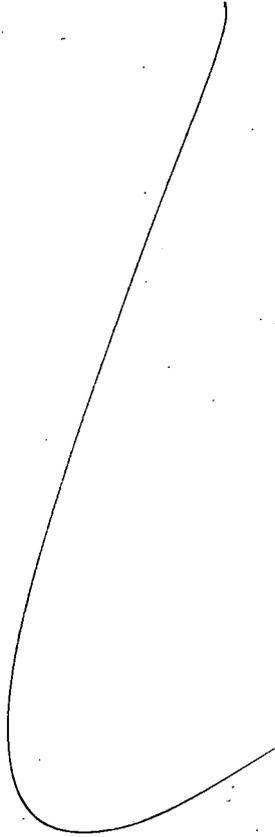
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NHPC LIMITED
FARIDABAD

Classification - Confidential

SCHEDULE II
Investor's Sanction Letter
(to be annexed)



**SCHEDULE III
DEFINITIONS AND INTERPRETATION**

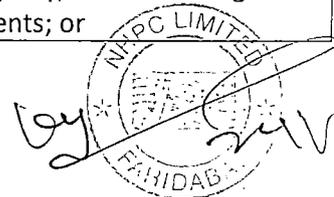
"Abandonment"	shall mean withdrawing or giving up of the Power Station by the Company and shall include cessation or suspension of performance of obligations by the Company in respect of the whole or any part of the Power Station. The term "Abandon" shall be construed accordingly.
"Act"	shall mean the Companies Act, 2013, along with all applicable rules and regulations framed in connection therewith, as amended from time to time.
"Additional Payment"	shall mean the additional amount payable by the Company per month, over and above the Fixed Component Payment and Variable Component Payment, in case the Effective Discount Rate is higher than the Quoted Discount Rate. Provided that in case the Effective Discount Rate is lower than the Quoted Discount Rate, the balance remaining in the Escrow Account out of Fixed Component Payment after remittance of the principal and Interest for the said month calculated on the Effective Discount Rate, shall be remitted back to the Company.
"Amortization Schedule"	shall mean the schedule of repayment of the Disbursed Facility as set forth in Schedule VII.
"Applicable Laws"	shall mean the laws of Republic of India.
"Auditor Certificate"	shall mean the certificate to be issued by the statutory auditors of the Company certifying the income booked in the previous 12-month period from the sale of secondary energy units from the Power Station.
"Benchmark Rate"	{shall mean the: treasury bill rate (91 days) (3 month rate respectively from Financial Benchmarks India Private Limited (FBIL) website to be considered as Benchmark Rate); or
"Bid Documents"	Means the bid documents issued by Company in relation to the Facility.
"Business Day"	shall mean: (a) in relation to the making of any Disbursement or cancellation of Facility, by a Investor, any day on which such Investor is required or authorised by law to be open for business in the place of its lending office/branch; or (b) in relation to all other matters, a day (other than a Saturday, Sunday or a bank holiday) on which banks are normally open for business in Delhi

"Company Representations and Warranties"	means and refers to the representations and warranties as set out in Schedule VIII;
"Condition(s) Precedent"	means the conditions precedent specified in clause 3.1 which are required to be satisfied by the Company;
"Disbursement"	means the lending and release of Facility by the Investor to the Company on the Drawdown Date(s), in accordance with the terms and conditions contained in the Agreement;
"Disbursed Facility"	shall mean aggregate of all Disbursements from time to time.
"Drawdown Date"	means the Business Day on which the Disbursement of Facility shall take place following receipt by the Investor of a Drawdown Notice;
"Due Date"	shall mean and refer the following: <ul style="list-style-type: none"> (i) for repayment of the Fixed Component Payment - the First Fixed Component Payment Date or the Subsequent Fixed Component Payment Date, as the case may be; (ii) for payment towards the Variable Component Payment - the First Variable Component Payment Date or the Subsequent Variable Component Payment Date, as the case may be; and (iii) for payment of Additional Payment - the last day of the calendar month in which Effective Discount Rate is changed, and if such day is not a Business Day, then the Business Day immediately preceding such day.
"Effective Discount Rate"	shall mean at any relevant time, the Benchmark Rate plus the Spread.
"Escrow Account"	shall have the meaning specified in the Escrow Account Agreement.
"Escrow Account Agreement"	shall mean the escrow account agreement entered into or to be entered into between the Company, the Investor and the Escrow Bank.
"Escrow Bank"	shall have the meaning specified to it in the Escrow Account Agreement.
"Event of Default"	means any event specified as being an event of default under clause 9.2.
"Financial Year"	shall mean the accounting period commencing from April 1st of each year till March 31st of next year.
"First Fixed Component Payment Date"	shall mean the last date of the calendar month falling after the expiry of one month from the date of first Disbursement. Provided, in the event the Disbursement takes place on the first day of the calendar month, then the First Fixed Component Payment Date shall be construed as the last day of the month of Disbursement.

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	For example, in case of Disbursement in the month of March 2022, first Fixed Component Payment will be payable on April 30, 2023.
"First Variable Component Payment Date"	shall mean the last date of the next calendar month falling after the expiry of 12 (twelve) months from the month in which first Disbursement is made. The Variable Component Payment shall be payable till 10 years from the date of first Disbursement. For example, in case the first Disbursement is made in the month of March 2022, first Variable Component Payment will be payable on March 31, 2023, and every year thereafter till March 31, 2032.
"Facility Documents"	means collectively the Agreement, Security Documents, Sanction Letter, Escrow Agreement and all other instruments, agreements and documents pertaining to or relating to the Agreement as amended, modified, varied and supplemented from time to time and any other related document executed in relation to the Facility;
"Fixed Component Payment"	means the return on equity of Rs 10.90 crore per month towards the repayment of the Facility and Interest thereon as detailed in Schedule VII.
"Government"	shall mean the government of the Republic of India or any state government in the Republic of India (" State Government ").
"Governmental Approval"	means any material authorisation, approval, consent, license or permit required from any Governmental Authority or pursuant to any Applicable Law;
"Governmental Authority"	shall mean any Government, agency or department, local authorities, nodal agency(ies) (such as corporation, municipality or panchayat), commission, board, agency, regulatory authority, instrumentality, court, quasi-judicial, judicial or administrative body, or any political subdivision thereof, including, without limitation, any stock exchange or any self-regulatory organization or any other authority, established under any Applicable Law.
"Interest"	shall mean interest on the outstanding Disbursed Facility payable by the Company to the Investor at the Quoted Discount Rate or Effective Discount Rate, whichever is lower.
"Interest Payment Date(s)"	shall mean the last day of each calendar month, and if such day is not a Business Day, then the Business Day immediately preceding such day.
"Material Adverse Effect"	shall mean an event or circumstance which has a material adverse effect on or a material adverse change in: <ul style="list-style-type: none"> a) The financial condition, assets, operations, or business of the Company; or b) The ability of the Company to perform its obligations under the Facility Documents; or



	c) The validity, legality or enforceability of Facility Documents.
"Person(s)"	shall unless specifically provided otherwise mean any individual, corporation, partnership, association of persons, joint venture company, joint stock company, trust or government authority as the context may admit.
"Power Station"	shall have the meaning ascribed to it under Recital A
"Purpose"	means the utilization of the Facility for the purposes detailed in clause 2.2 of this Agreement in accordance with the Applicable Laws.
"Quoted Discount Rate"	shall mean the rate quoted by the Investor in response to the Bid Documents, that is 5.24%.
"Receivables"	shall mean the collectively the Fixed Component Payment, Variable Component Payment and Additional Payment.
"Sanction Letter"	shall mean the sanction letter issued by the Investor dated 24-Feb-2022, as amended from time to time.
"Secured Obligations"	<p>"Secured Obligations" shall mean all amounts due, owing or payable to Investor by the Company pursuant to the terms of this Agreement and /or the other Facility Documents, including without limitation:</p> <p>(a) the total amount of the principal and interest on the Facility, and all other obligations and liabilities of the Company, including amounts arising out of indemnities, expenses, fees, charges and interest, incurred under, arising out of or in connection with any Facility Document;</p> <p>(b) in the event of any proceeding for the collection or enforcement of the Secured Obligations, after an Event of Default shall have occurred, the expenses incurred by the Investor for exercise of its right under the Deed of Hypothecation and/or the other Facility Documents, together with legal fees and court costs.</p>
"Security"	shall have the meaning ascribed to it under Clause 2A of this Agreement.
"Security Documents"	shall mean the deed of hypothecation executed/to be executed by the Company in favour of the Investor and such other documents/agreements that may be entered into or delivered or deposited with the Investor for creating, effecting, perfecting and maintaining the Security, in a form and substance satisfactory to the Investor.
"Spread"	shall mean 1.53% p.a.
"Subsequent Fixed Component Payment Date(s)"	shall mean the date occurring after the expiry of every one month period from First Fixed Component Payment Date.

<p>"Subsequent Variable Component Payment Date(s)"</p>	<p>shall mean the date occurring after the expiry of every 12 (twelve) months from the First Variable Component Payment Date.</p>
<p>"Tax"</p>	<p>means any interest tax, other levies, duties if any, applicable as per the Agreement.</p>
<p>"Variable Component Payment"</p>	<p>shall mean 5% (five percent) of income booked by Company from sale of secondary energy units from the Power Station for the period of 12 month period inclusive of the month of Disbursement.</p>

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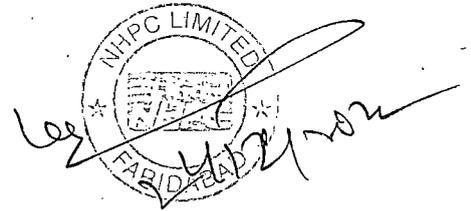


NHPCL LIMITED
 19/07/2022

Interpretation

In the Agreement,

- (i) any reference to the singular shall include the plural and vice-versa;
- (ii) any reference to the masculine, the feminine and the neuter shall include each other;
- (iii) any reference to a "company" shall include a body corporate;
- (iv) the recitals and schedules form part of the Agreement and shall have the same force and effect as if expressly set out in the body of the Agreement, and any reference to the Agreement shall include all recitals and schedules to it. Any references to clauses and schedules are references to the clauses and schedules to the Agreement. Any references to parts or paragraphs are, unless otherwise stated, reference to parts or paragraphs of the schedule in which the reference appears.
- (v) In the event of any disagreement or dispute between the Investor and the Company regarding materiality of any matter opinion of Investor shall be final and binding on the Company until such time that an order to the contrary is obtained by the Company from a court having competent jurisdiction; "



**SCHEDULE IV
CONDITIONS PRECEDENT**

- (i) The Company submitting certified, true and up-to date (where applicable) copies of the following to the Investor-
 - (a) its memorandum of association and articles of association;
 - (b) a resolution by the board of directors of the Company accepting the Facility and approving the execution, delivery and performance of the Facility Documents and authorizing a key managerial person or persons to sign, execute and deliver each such document and any other documents to be delivered pursuant thereto and it's noting thereof by the board;
 - (c) a resolution of its shareholders under Section 180 of the Act authorizing the borrowing of monies and creation of security, if any.
- (ii) The Company submitting a certificate from its statutory auditors/company secretary confirming that the Facility would be within the borrowing limits of the resolution of the shareholders as set out above; and
- (iii) The Company's Representations and Warranties having remained accurate and absence of any breach of the covenants or any other provision of the Facility Documents by the Company.



**SCHEDULE V
DRAWDOWN NOTICE**

[please insert date]

To,
[Insert the name of the Investor]

[●]

Dear Sirs,

Subject: Facility Agreement dated [●]

1. Please refer to the facility agreement executed between Investor and the NHPC Limited (the "Company") on [●] (the "Agreement"). All terms defined in the Agreement shall bear the same meanings herein.
2. The Company hereby requests the Disbursement on [●] (or as soon as practicable thereafter) of the amount of [●] under the Facility in accordance with the provisions of clause 4 of the Agreement.
3. For the purposes of the Agreement, the Company hereby certifies as follows:
 - (a) no Event of Default has occurred or is continuing and there is no likelihood of the occurrence of such an Event of Default to the best of its knowledge and belief;
 - (b) the proceeds of the Disbursement are, at the date of this request required by the Company for the Purpose(s);
 - (c) nothing has occurred which has or could reasonably be expected to have a Material Adverse Effect and the Company has not incurred any material loss or liability;
 - (d) the Company's Representations and Warranties made in the Agreement are true on and as of the date of this request and will be true on and as of the Drawdown Date with the same effect as if such representations and warranties had been made on and as of each such date;
 - (e) the Company hereby certifies that the all of the conditions in clause 3.1 of the Agreement have been satisfied; and
 - (f) after giving effect to the Disbursement, the Company will not be in violation of:
 - (a) its organizational documents;
 - (b) any provision contained in any document to which the Company is a party (including the Agreement) or by which the Company is bound; or
 - (c) any law, rule, regulation, authorization, agreement or other document binding on the Company directly or indirectly, limiting or otherwise restricting the Company's borrowing power or authority or its ability to borrow.

The above certifications are effective as of the date of this request for Disbursement and shall continue to be effective as of the Drawdown Date. If any of these certifications is no longer valid

as on or prior to the date of the requested Disbursement, the Company will immediately notify the Investor.

IN WITNESS WHEREOF, I have hereunto set my hand this day of [●], 2022

For NHPC Limited

By:

Name:

Designation:

[Handwritten signature]
24/12/2022

[Handwritten mark]



**SCHEDULE VI
COVENANTS**

A. POSITIVE COVENANTS

i) Inspection

The Company shall permit and make suitable arrangements for the representatives, authorised officers, agents or employees of the Investor to visit and inspect its offices, its properties and assets, in relation to the Receivables and examine the Company's books of records, account with prior written notice of 10 (ten) Business Days.

ii) Maintenance of Existence; Books and Records

The Company shall preserve and maintain its legal existence as a company engaged in the implementation of the Power Station and activities related and incidental thereto and shall maintain proper books of record as are necessary to truly, accurately and correctly reflect the financial condition, operations of the Company and scale of its operations.

iii) Applicable Laws

(a) The Company shall comply in all material respects with the Applicable Law including in relation to the conduct of its business and operation and maintenance of the Power Station.

(b) The Company shall comply in all material respects with all environmental laws, obtain and maintain any environmental permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under environmental laws or any environmental permits.

iv) Maintenance of Accounts

The Company shall open and maintain the Escrow Account with the Escrow Bank and shall ensure deposit of all Receivables into the Escrow Account to be opened and maintained in terms of the Escrow Account Agreement.

v) Use of Proceeds

The Company acknowledges and agrees that the proceeds of the Facility shall be utilized for the Purpose, and shall not be used for any other purpose whatsoever.

vi) Taxes Duties

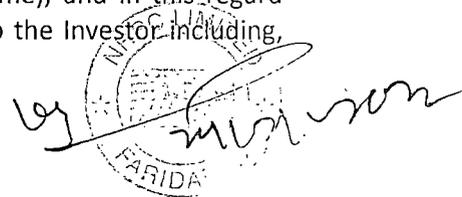
The Company shall pay and discharge all Taxes and other statutory dues imposed on or payable by it including Taxes on its income, profits or on any of its property and shall file all returns relating to the such Taxes.

vii) Auditor Certificate

The Company shall provide to the Lender the Auditor Certificate within 30 (thirty) days from the date of the payment of Variable Component Payment.

viii) FATCA

The Company is incorporated in India and the Company hereby agrees and acknowledges that the Investor may require the Company to provide assistance and co-operation in relation to Foreign Account Tax Compliance Act ("FATCA") compliance (including without limitation the provisions of the Income Tax Act, 1961 and the directions of Reserve Bank of India ("RBI"), from time to time), and in this regard hereby agrees and undertakes to extend full co-operation to the Investor including,



A circular stamp is visible in the bottom right corner, partially overlapping the signature. The stamp contains the text "NEW YORK" at the top and "FLORIDA" at the bottom, with a central emblem.

without limitation, by (i) furnishing such information, forms, records, reports, data which the Investor may require in this regard, and (ii) permitting the Investor to conduct such due diligence and/ or inspection exercises as the Investor may deem fit in this connection.

ix) Willful Defaulter

The Company shall not induct a person, into its board of directors, who is a promoter or director on the board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any bank/financial institution. In case such a person is already a member of Company's board of directors, the Company would take expeditious and effective steps for the removal of that person from its board of directors.

x) Disclosure

(a) The Company understands that as pre-condition, relating to the grant of the Facility to the Company, the Investor requires the Company's consent for the disclosure by the Investor of information and data relating to the Company of the Facility availed / to be availed by the Company, obligations assumed / to be assumed by the Company, in relation thereto and default, if any, committed by the Company, in discharge thereof, as the Investor may deem appropriate and necessary to disclose and furnish to TransUnion CIBIL Limited ('CIBIL') and any other agency so authorized in this behalf by RBI.

(b) Further, the Company authorizes, consents and agrees that the Investor shall have the right to not return the photographs, information and documents submitted by the Company. The Company, including the directors, employees, officers further acknowledge and confirm that the Investor shall, without notice to or without any consent of the Company (and even for consideration) be absolutely entitled and have full right, power and authority to make disclosure of any information relating to the Company including personal information, photographs, details in relation to documents, credit facility, defaults, breaches, asset(s), condition thereof, outstanding dues, Security, obligations of the Company, and credit information, 'know your customer' (KYC) data, to any governmental/regulatory/statutory or private agency/entity, RBI, the Investor's other branches/ subsidiaries/ affiliates/ credit bureau, /credit information company/rating agencies, information utilities or other entities appointed under Insolvency and Bankruptcy Code, 2016, as amended from time to time and rules framed thereunder ("IBC"), service providers, group members, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, any central KYC registry or any agency or entity authorised in this regard under Applicable Law, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Investor/ RBI, including publishing the name as part of willful defaulter's list from time to time or also use for KYC information verification, credit risk analysis, or for other related purposes. With regard to the Investor making disclosure of any information relating to the Company as mentioned above to information utilities or other entities appointed under IBC, the Company hereby specifically agrees to promptly authenticate the 'financial information submitted by the Investor, as and when requested by the concerned information utilities or entities appointed under IBC. The Company waives the privilege of defamation, privacy and privity of contract in this

regard. Accordingly, the Company hereby agrees and gives consent for the disclosure by the Investor of all or any such:

- (i) information and data relating to it;
- (ii) the information or data relating to any credit facility availed of / to be availed, by it and
- (iii) default, if any, committed by it, in discharge of its such obligation,

as the Investor may deem appropriate and necessary to disclose and furnish to CIBIL and any other agency authorised in this behalf by RBI.

- (c) The Company undertakes that
 - (i) the CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Investor in the manner as deemed fit by them;
 - (ii) the CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf; and
 - (iii) the Investor shall have an unqualified right to disclose to other banks information including the credit history and the conduct of the account(s) of the Company, in such manner and through such medium as the Investor in their absolute discretion may think fit.

B. INFORMATION COVENANT

The Company shall inform the Investor within 5(five) Business Days of the occurrence of any social, labour, health and safety, security or environmental incidents, accidents or any other circumstances which could reasonably be expected to have any material adverse effect on the Company's business.

C. NEGATIVE COVENANTS

The Company shall not, without the prior written consent of the Investor:

- (a) **Change in Business and Operations**
Effect any change to the Company's business and operations having Material Adverse Effect.
- (b) **Abandonment**
The Company shall not Abandon or agree to Abandon the Power Station.
- (c) **Insolvency**
The Company shall not initiate any voluntary insolvency or bankruptcy proceeding of any nature whatsoever.



**SCHEDULE VII
AMORTIZATION SCHEDULE**

Month	Opening Principal	Monthly ROE Credit	Interest Amount Due	Amount Adjusted against Principal	Outstanding Principal	Income from Secondary Energy	Excess/Reduced Interest in lieu of DR reset*	Total Payout (ROE + Income from Secondary Energy)
	A	B	C	D = B - C	E = A - D	F	G	H = F + B + G
1	1,016.39	10.90	4.44	6.46	1,009.93			10.90
2	1,009.93	10.90	4.41	6.49	1,003.44			10.90
3	1,003.44	10.90	4.38	6.52	996.92			10.90
4	996.92	10.90	4.35	6.55	990.37			10.90
5	990.37	10.90	4.32	6.58	983.80			10.90
6	983.80	10.90	4.30	6.60	977.19			10.90
7	977.19	10.90	4.27	6.63	970.56			10.90
8	970.56	10.90	4.24	6.66	963.90			10.90
9	963.90	10.90	4.21	6.69	957.21			10.90
10	957.21	10.90	4.18	6.72	950.49			10.90
11	950.49	10.90	4.15	6.75	943.74			10.90
12	943.74	10.90	4.12	6.78	936.96			10.90

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SCHEDULE VIII
COMPANY REPRESENTATIONS AND WARRANTIES

1. Existence and Ability

- 1.1. The Company is duly organized and validly existing under the laws of India and is in good standing.
- 1.2 The Company has all corporate powers and material Governmental Approvals, required to own its property and to carry on its business as now conducted and is duly qualified to do business in the jurisdiction where it operates.

2. Power and Authority

The Company has the full legal right, capacity and authority to enter into the Facility Documents to which it is a party and the Facility Documents constitute legal, valid and binding obligations on the Company. The Company has the corporate power and authority to execute and deliver the terms and provisions of the Facility Documents and has taken all necessary corporate actions to authorize the execution and delivery of the Facility Documents and the transactions contemplated hereby.

3. Valid and Binding Obligation

Facility Documents constitutes a legally valid and binding obligation of the Company enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditors' rights or the application of equitable principles.

4. No Violation

The execution, delivery and performance by the Company of the Facility Documents and the compliance by it with the terms and provisions thereof do not and will not-

- (i) contravene any material provision of any Applicable Law, statute, rules or regulations or any order, writ, injunction or decree of any court or governmental instrumentality to which it is subject; or
- (ii) conflict with or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under, any agreement, contract or instrument to which it is a party or by which, it or any of its property or assets is bound or to which it may be subject; or
- (iii) violate any material provision of its memorandum and articles of association and other constitutional documents.

5. Litigation

- 5.1 To the best of knowledge of the Company, there are no material claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to the Company which could reasonably be expected to have a Material Adverse Effect.



6. **Insolvency**

The Company has not taken any corporate action and to the best of its knowledge no other steps have been taken or legal proceedings have been started or any application is filed against it for its winding-up, bankruptcy, dissolution, administration or reorganization including no action (voluntary or involuntary) for liquidation / insolvency, under Insolvency and Bankruptcy Code, 2016 has been taken and/or is pending or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or of any or all of its assets or revenues.

7. **Borrowings**

7.1 The total amount borrowed by the Company does not exceed any limitation on their borrowings contained in its articles of association, or in any resolution of its Board, or other deed or document binding on the Company.

7.2 No event of default or breach-

(a) which has or would entitle a lender or other counterparty of any borrowing to require the payment or repayment of such borrowing before its normal or originally stated maturity; or

(b) which is or shall be such as to terminate, cancel or render incapable of exercise any entitlement to draw money or other rights of the Company under a written agreement related to any borrowing,

has been declared by the lender or counter party of such borrowing or has occurred or is expected to occur in relation to such borrowing.

7.3 The Company is not in breach of its material obligations, undertakings or covenants under any of the loan agreements entered into with its lenders.

8. **Compliance with Applicable Laws**

The Company to the best of its knowledge, has complied with all material Applicable Laws in India including in relation to the conduct of its business including any laws in relation to anti-bribery or corruption or anti- money laundering regulations as prescribed by RBI or any other Governmental Authority and there has not been and there is no investigation, enquiry, order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the knowledge of the Company, anticipated against the Company which would have a Material Adverse Effect.

9. **Material Adverse Effect**

To the best of its knowledge, there are no facts or circumstances, conditions or occurrences, which could collectively or otherwise be expected to result in Material Adverse Effect.

10. **Board Composition**



10.1 No director of the Investor is a director, manager, managing agent, employee or guarantor of the Company, or of a subsidiary of the Company, or of the holding company of the Company, or holds substantial interest, in the Company or a subsidiary or the holding company of the Company and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Company.

10.2 No relative (as specified by RBI of a chairman/managing director or director of banking company (including the Investor) or a relative of senior officer (as specified by RBI) of the Investor, holds substantial interest or is interested as a director or as guarantor of the Company.

10. Statutory Dues

The Company has duly paid all statutory dues, including without limitation, statutory dues under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, and other labour laws, to the extent applicable.

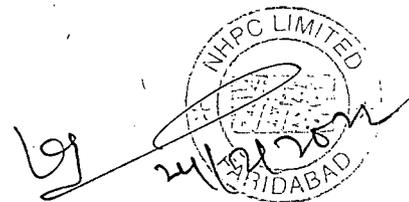
11. Defaulter Lists

11.1 The Company and its directors, promoters, guarantors associate concerns are not on Export Credit Guarantee Corporation of India caution list / specific approval list, RBI's defaulters or caution list, Conservation of Foreign Exchange and Prevention of Smuggling Activities Act defaulters list.

11.2 Neither the Company nor its their directors or key managerial personnel appear in the list of defaulters issued by the RBI or the CIBIL or any other credit information bureau.

12. Others

Neither the Company nor any person(s) directly or indirectly related to the Company feature in the list published by the Office of Foreign Assets Control, U.S. Department of the Treasury, from time to time comprising of (i) individuals or companies owned or controlled by, or acting for or on behalf of, targeted countries or groups including, without limitation individuals identified as terrorists or narcotics traffickers, or (ii) individuals and companies that are categorised as 'Specially Designated Nationals' by the Office of Foreign Assets Control, U.S. Department of the Treasury. The Company agrees and acknowledges that upon being included in the abovementioned lists, the Investor shall be entitled to cancel/ terminate the Facility with immediate effect, and in such event all the amounts due in respect of the Facility shall become immediately due and payable to the Investor.





HDFC Bank Ltd
Corporate Banking
B-6/3, Safdarjung Enclave
DDA Commercial Complex
New Delhi – 110 029

SANCTION LETTER

Date: 24/02/2022

To,
NHPC Limited
Sector 33, Faridabad,
Haryana- 121003

Subject: Sanction of Credit Facility/ies

Kind Attention: Mr. K K Goel (ED Finance)

With reference to your request, we are pleased to sanction the following Credit Facility/ies (Monetization of ROE/ Securitization Facility) as per the terms and conditions mentioned hereunder:

This sanction is subject to the acceptance of the terms and conditions mentioned herein and execution of the Credit Facility/ies and security documents and submission of other required documents, detailed below, unless specifically waived by HDFC Bank Limited (“Bank”).

1.	Borrower	NHPC Ltd
2.	Guarantors	NA
3.	Credit Facility/ies	As per Annexure I
4.	Details of Credit Facility/ies sanctioned	As per Annexure I
5.	Purpose	As per Annexure I
6.	(a) Rate of Interest	As per Annexure I
	(b) Interest Servicing	As per Annexure I
	(c) Additional Interest	As per Annexure I
	(d) Prepayment charges	As per Annexure I
7.	Fees & Charges	
	(a) Processing Fees (non-refundable)	Nil
	(b) Annual Renewal Fees	Nil
	(c) Stock Audit Charges	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(d) ROC Filing Charges (in case of Pvt. / Public Ltd company only)	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(e) Foreclosure Charges	Nil
	(f) Issuance of Solvency Certificate	Nil
	(g) Insurance charges	All costs / expenses in this regard shall be borne by the Borrower on actual Basis
	(h) Any other charges (pls specify)	As per Annexure I
8.	Security	
	(a) Primary	As per Annexure I
	(b) Collateral	As per Annexure I
9.	Other Covenants/Requirements	
	(a) Stock Statement	As per Annexure I
	(b) Documentation	As per Annexure I

10.	Specific Conditions	As per Annexure I
11.	Additional terms/information	As per Annexure I

Other Terms and Conditions:

1. The Credit Facility/ies is on the main terms and conditions (subject to change as per Reserve Bank of India (RBI) directives / bank policies from time to time) set out in Annexure I hereto which is deemed to be a part of this sanction letter. The Credit Facility/ies is also subject to the conditions that are contained in the Credit Facility/ies and security documents to be executed by the Borrower in favor of HDFC Bank.
2. HDFC Bank based on the representations made by the Borrower and the furnishing of financial information by the Borrower as provided in the RFQ dated 17.01.2022 and corrigendum shared thereafter has agreed to extend the Credit Facility/ies. The commitment to grant the proposed Credit Facility/ies is contingent upon satisfactory execution of the facility documents and compliance to Rep and warranties as mentioned in facility agreement
3. The Credit Facility/ies is not available for investments in shares, debentures, advances and inter-corporate loans / deposits to other companies (including subsidiary companies) and is only available for the purpose of utilization towards CAPEX (including subsidiary companies) as defined in the RFQ.
4. Disclosures:
 - a. As pre-condition, relating to the grant of the loans / advances / other non-fund based credit facilities to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of information and data relating to the Borrower of the Loan availed / to be availed by the Borrower, obligations assumed / to be assumed by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof, as the said Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency so authorized in this behalf by RBI.
 - b. Further, the Bank shall have the right to not return the photographs, information and documents submitted. The Borrower, including the directors, partners, proprietors, owners, promoters, employees, officers (wherever applicable) further acknowledge and confirm that the Bank shall, without notice to or without any consent of the Borrower (and even for consideration) be absolutely entitled and have full right, power and authority to make disclosure of any information relating to the Borrower including personal information, photographs, details in relation to documents, credit facility, defaults, breaches, asset(s), condition thereof, outstanding dues, Security, obligations of the Borrower, and credit information, KYC data, to any governmental/regulatory/statutory or private agency/entity, RBI, the Bank's other branches/subsidiaries/Affiliates/ credit bureau, /credit information company/rating agencies, information utilities or other entities appointed under IBC, service providers, Group members, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, any Central KYC Registry or any agency or entity authorized in this regard under Applicable Law, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time or also use for 'know your customer' (KYC) information verification, credit risk analysis, or for other related

purposes. With regard to the Bank making disclosure of any information relating to the Borrower(s) as mentioned above to information utilities or other entities appointed under IBC, the Borrower(s) hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned information utilities or entities appointed under IBC. The Borrower waives the privilege of defamation, privacy and privity of contract in this regard

- c. The Bank/Lender shall be authorised and entitled to disclose / submit the 'financial information' as defined in Section 3 (13) of the IBC read with the relevant Regulations/ Rules framed under IBC, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ("IU") as defined in Section 3 (21) of IBC, in accordance with the relevant Regulations framed under IBC, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned IU.
 - d. Without prejudice to the generality of the above, the Bank shall have the right to publish photographs of the Borrower and/or its promoters, directors, etc. in or through any media including newspapers, journals, magazines, websites, etc. as it may deem fit, in case of any defaults of breaches of this Agreement or any part thereof. The Bank and/or RBI and/or any other relevant person will have an unqualified right to disclose or publish the Borrower's name or the name of the Borrower unit and its directors/ partners/ proprietors as defaulters/ willful defaulters in such manner and through such medium as the Bank or RBI or other relevant person in their absolute discretion may think fit.
5. All terms and conditions relating to the Credit Facility/ies and end use of funds would be subject to RBI regulations and directives from RBI from time to time;
 6. The Borrower at all times shall comply with the environmental, health, safety and social (EHSS) requirements, all environmental laws and clearances issued there under, and maintenance of documents to be able to demonstrate compliance with the same to the Bank.
 7. The Borrower has complied with all Applicable Laws, in relation to the conduct of its business including any laws in relation to anti-bribery or corruption or anti-money laundering regulations as prescribed by RBI or any other Governmental Authority
 8. The Borrower has duly paid all statutory dues, including without limitation, statutory dues under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, and other labor laws, to the extent applicable.
 9. The Borrower hereby agree to allow the officers, or auditors (including Borrower's auditors), technical experts or management consultants appointed by the Bank to inspect its books of accounts and certify including but not limited to end use of funds, from time to time as required by the Bank and Borrower agrees to forthwith, upon prior written notice of 10 days by the Bank, to extend full co-operation.

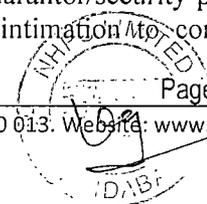


10. The Borrower (where the Borrower is a company) hereby agrees and undertakes not to induct a person, into its Board of Directors, who is a promoter or director on the Board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any Bank/Financial Institution. In case such a person is already a member of the Board of Directors, Borrower would take expeditious and effective steps for the removal of that person from the Board of Directors.
11. The Borrower acknowledges that the Bank reserves an unconditional right to cancel/terminate its right to avail of or make drawals from the unavailed portion of the Credit Facility/ies sanctioned at any time during the currency of the Credit Facility/ies, without any prior notice to the Borrower.
12. None of the directors or other members of the governing body of the Borrower is a director or 'relative' (as defined under the Companies Act, 2013) of a director of a banking company.
13. No director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower;
14. No relative (as specified by Reserve Bank of India ("RBI") of a Chairman/Managing Director or director of banking company (including the said Banks) or a relative of senior officer (as specified by RBI) of the Bank, hold substantial interest or is interested as a director or as guarantor of the Borrower.
15. None of the Borrower, their directors or key managerial personnel appear in the list of defaulters issued by the RBI or the CIBIL or any other Credit Information Bureau.
16. The Borrower is a resident in India/constituted/incorporated in India. In addition the Borrower hereby agrees and acknowledges that the Bank may require the Borrower to provide assistance and co-operation in relation to Foreign Account Tax Compliance Act ("FATCA") compliance (including without limitation the provisions of the Income Tax Act, 1961 and the directions of RBI, from time to time), and in this regard hereby agree and undertake to extend full co-operation to the Bank including, without limitation, by (i) furnishing such information, forms, records, reports, data which the Bank may require in this regard, and (ii) permitting the Bank to conduct such due diligence and/ or inspection exercises as the Bank may deem fit in this connection.
17. The Borrower represents, warrants and confirms that neither he nor any person(s) directly or indirectly related to him feature in the list published by the Office of Foreign Assets Control, U.S. Department of the Treasury, from time to time comprising of (i) individuals or companies owned or controlled by, or acting for or on behalf of, targeted countries or groups including, without limitation individuals identified as terrorists or narcotics traffickers, or (ii) individuals and companies that are categorized as 'Specially Designated Nationals' (SDNs) by the Office of Foreign Assets Control, U.S. Department of the Treasury. The Borrower agrees and acknowledges that upon being included in the abovementioned lists, the Bank shall be entitled to cancel/ terminate the Facility with immediate effect, and in such event all the amounts due in respect of the Facility shall become immediately due and payable to the Bank

18. The Borrower its directors, promoters, guarantors associate concerns are not on ECGC caution list / specific approval list, RBI's defaulters or caution list, COFEPOSA defaulters list.
19. The Borrower shall :
- a. promptly supply or procure such documents and other evidence as is requested by the Bank in order to carry out necessary due diligence and be satisfied that the Borrower has complied with all necessary "know your customer" or other similar checks under all Applicable Laws pursuant to the transactions contemplated in the documents executed by and between the Borrower and the Bank from time to time for the said Loan (Finance Documents).
 - b. not apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself.
20. The Borrower shall deliver to the Bank and where applicable, cause the security provider(s) to deliver to the Bank the following, in a form and content acceptable to the Bank:
- (a) Certified true copy of the constitutional document and the proof of incorporation of the Borrower/security provider;
 - (b) In the event the Borrower/security provider is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certified true copy of the resolution passed by the board of directors authorizing the negotiation and availing of the Credit Facility/ies on the terms of the Credit Facility/ies documents and the execution of the Credit Facility/ies documents and the execution of all other documents as may be required by the Bank in connection with the Credit Facility/ies;
 - (c) In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certificate from the statutory auditor that the availing of the Credit Facility/ies is within the limits set out under Section 180(1)(a) and 180(1)(c) of the Companies Act, 2013. The Borrower shall provide a certified true copy of a shareholders resolution approving the availing of the Credit Facility/ies by the Borrower;
 - (d) Certificate and declaration from Statutory Auditors of the Borrower/ security provider/ guarantor company that they are not in violation of section 185 of the Companies Act 2013
 - (e) Where the Borrower is:
 - (i) an individual and;
 - (ii) a partnership firm and any of the partners is a director or;
 - (iii) a joint stock company and any of its directors is a director ora specified near relation of a director of a banking company/ financial institution, or at any time during the currency of this Credit Facility/ies, becomes a specified near relation of a director of a banking company/ financial institution, details of the relationship of the Borrower with the director of the banking company/ financial institution;
Provided that, in the event Clauses (e) is not applicable and unless otherwise declared to the Bank in writing, the Borrower hereby declares that he is not a director or specified near relation of a director of a banking company/ financial institution.



21. The Bank will have the right to review its Credit Facility/ies in case of any change in the ownership, management or control of the Borrower in line with the other covenants stipulated in the term sheet. The Borrower shall immediately inform the Bank of any such changes or proposed changes, if any.
22. Nothing contained in this Sanction Letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower shall to execute appropriate Credit Facility/ies documents as required by the Bank.
23. Notwithstanding anything contained herein/in the loan agreement/security documents or any other document that has been / may be executed by the Borrower/Security Provider/Guarantor, any payment or recoveries when received by the Bank shall be appropriated towards the following heads in the following order of priority viz.: (i) Firstly, towards interest on fees, costs (including costs of enforcement, preservation, maintenance and protection of secured assets), charges, expenses, and other monies, and on taxes incurred by the Bank (ii) then, towards applicable taxes, fees, costs, charges, expenses and other monies (including towards enforcement, preservation, maintenance and protection of secured assets) incurred by the Bank and the taxes if any on any reimbursements/deemed reimbursements thereof; (iii) then, towards penal charges as mentioned in term sheet if any; (iv) then, towards interest on the Facility(ies) (v) then towards prepayment premium/charges and taxes thereon, if any, (v) then, towards repayment of principal amount of the Credit Facility(ies) including Equated Monthly Instalments if any; (vi) then, towards other indebtedness of the Borrower to the Bank. Provided that, the Bank may however change the aforesaid order in its sole discretion and appropriate any payment in any manner and in any order of priority as it deems fit.
24. Payment by Mistake, Accident or Error
- (a) Each of the Borrower, guarantor(s) and security provider(s) hereby agrees and confirms that in the event the Bank transfers or remits any money to any Borrower/guarantor/security provider or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to such Borrower/guarantor/security provider, then such Borrower/guarantor/security provider shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the concerned Borrower/guarantor/security provider to the Bank, the Borrower/guarantor/security provider (as the case may be) shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower/guarantor/security provider and keep it free from any attachment.
- (b) Each Borrower, guarantor and security provider hereby acknowledges and agrees and confirms that (i) any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower, guarantor and security provider, respectively; (ii) in case the said Borrower/guarantor/security provider fails to return the money within the timelines as mentioned above, such Borrower/guarantor/security provider shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Credit Facility(ies) granted in terms of this sanction letter; (iii) without prejudice to the foregoing, the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower/guarantor/security provider maintained with the Bank and recover such money, under intimation to concerned



22/11/2012

Borrower/guarantor/security provider, and/or (b) recover such money from the future disbursements (if any) of the Credit Facility(ies) and/or any other monies by the Bank to the Borrower/ guarantor/security provider;

- (c) Each Borrower, guarantor and security provider further agrees that such money which has been transferred or remitted by the Bank to any of the Borrower/guarantor/security provider or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said dues payable by the concerned Borrower/guarantor/security provider to the Bank in terms of this sanction letter, the loan agreement/security documents or any other document that has been/may be executed by the Borrower/guarantor/security provider (respectively) in relation to the Credit Facility(ies), in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above.

25. Acceptance, Signing, Delivery, Execution of this Document/Agreement

This document may be accepted by the Borrower physically or electronically, as under:

A. Physical acceptance (wet signature) by the Borrower:

In case the document is accepted physically by the Borrower, the physical signature clauses at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (B) below, then the physical signature of the Borrower shall not be required and the physical signature fields at the end of the document, though appearing there, shall be treated as non applicable.

B. Electronic acceptance by the Borrower:

In case of electronic acceptance of this document by the Borrower, the following shall apply:

The Borrower hereby expressly acknowledges and confirms that it/its authorized signatory(ies) on its behalf, has/ve read, verified, understood this Document and the Borrower has irrevocably agreed to and accepted, signed and delivered this document including all the terms and conditions contained in this document/terms and conditions/agreement, the Schedules thereto (collectively, "**Document**"), by way of electronic signature (e-sign) or digital signature (of the Borrower in case of an individual, or of the authorized signatories of the Borrower in case of the non-individual) or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the Borrower shall be required for signing, acceptance and delivery by the Borrower.

The acceptance, signing and delivery by/for and on behalf of the Borrower is complete and absolute as above.

The Borrower also acknowledges that the execution of the sanction letter would be complete only once the same is accepted by the Bank and all the conditions specified are complied. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the Borrower as above, the Bank shall be deemed to have accepted this document: (i) either, online by way of the Bank sending an email communicating such completion, from its relevant office/ branch to the Borrower and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialing at the hands of its officer the Relevant Extract of this document or (iii) by way of by way of electronic signature (e-sign) or digital signature by its officer.



HDFC Bank Ltd
Corporate Banking
B-6/3, Safdarjung Enclave
DDA Commercial Complex
New Delhi – 110 029

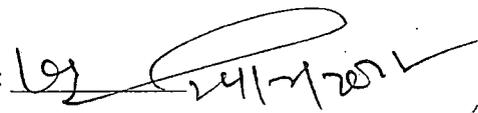
Upon signing of this Document by the Borrower this document and any electronic copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document. The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract



HDFC Bank Ltd
Corporate Banking
B-6/3, Safdarjung Enclave
DDA Commercial Complex
New Delhi – 110 029

Additional Schedule cum Key Fact Statement for Securitization Facilities

This additional Schedule / Key fact statement shall be in addition to and not in derogation of the commercials covered in the existing Schedule / Key fact statement of the loan agreement and that the details incorporated in this additional Schedule / Key fact statement shall be deemed to be part of the Facility agreement dated 24-Feb-2022 and are deemed to be replicated in the said loan agreement.

Principal & Interest Break Up			
*Total Amount to be Paid	*Principal Loan Amount	*Interest	
1016,39,00,000/- (Rupees One thousand Sixteen Crores and thirty nine lakhs only)+Interest	1016,39,00,000/- (Rupees One thousand Sixteen Crores and thirty nine lakhs only)	5.24% linked to 3M.T-bill	
EMI Due Dates			
EMI Start Date: EMI shall commence on the completion of date of moratorium, if any as mentioned in the Facility Document	Date of booking of the loan The same shall be communicated by the bank to the Borrower vide a letter.	EMI End Date as mentioned in the Facility Document	The same shall be communicated by the bank to the Borrower vide a letter.
EMI start date post completion of Principal and/or Moratorium, where applicable.			Interest
EMI Start Date	EMI shall commence on the completion of date of moratorium, if any		
SMA			
If due date of a loan account is March 31, 2022, and full dues are not received before the lending institution runs the day-end process for this date, the date of \overdue shall be March 31, 2022. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2022.			
NPA			
If the account continues to remain overdue, it shall get tagged as SMA-2. upon running day-end process on May 30, 2022, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2022.			
Name of the Borrower(s) NHPC Ltd (Signature) : 			
Signed and delivered by / for and on behalf of the Borrower			



This Sanction Letter is valid for a period of sixty (60) days from the date of issuance.

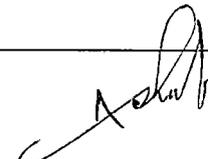


HDFC Bank Ltd
Corporate Banking
B-6/3, Safdarjung Enclave
DDA Commercial Complex
New Delhi – 110 029

Kindly sign and return the duplicate of the Sanction Letter as a token of your acceptance of the terms and conditions of sanction. Kindly also call on our Relationship Manager Anchal Garg for execution of necessary Credit Facility/ies and security documents.

We look forward to partner you in your business.

Yours Sincerely,

<p>Ms Anchal Garg Relationship Manager Corporate Banking Group</p>	 <p>Ashutosh Kumar Unit Head Corporate Banking Group HDFC BANK LIMITED BY THE HANDS OF AUTHORISED SIGNATORY</p>
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Accepted and Confirmed on behalf of: **M/s NHPC Ltd**

Name: Mr. K K Goel

Designation: Executive Director (F)

Date : 24-Feb-2022

(Affix round stamp here)

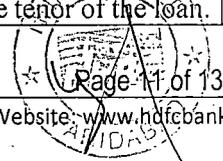
कृष्ण कुमार गोयल / KRISHAN KUMAR GOEL
कार्यपालक निदेशक (वित्त) / E.D. (Finance)
एन एच पी सी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

Authorized Signatories

ANNEXURE I
(TERMS OF THE CREDIT FACILITY/IES)

Particulars	Proposed Terms
Issuer	NHPC (“Company” or “Borrower”)
Project	Chamera – I Power station, a 540 MW (3X180)
Securitization Facility	<p>Securitization Facility shall be computed by discounting the monthly Fixed payout of ROE aggregating to Rs. 130.80 Cr in a year at the Discounting Rate quoted by the HDFC bank as per the following formula:</p> $P = M \times (1 - (1/(1+(r/12)))^n) / (r/12)$ <p>where:</p> <p>P = Amount of Securitisation Facility M = Monthly ROE (i.e., Rs 10.90 crore) r = Discount Rate to be quoted (p.a.) n = Number of monthly amounts (i.e., 120)</p>
Payout to bidder	<p>Payout to bidders will be by way of:</p> <ul style="list-style-type: none"> • Fixed component: ROE of Rs 10.90 crore per month. • Variable Component: 5% of Income booked by NHPC for the Power Station against sale of Secondary Energy Units for previous 12 – month period shall be paid to the HDFC at the end of the next month of every 12 month period completed inclusive of the month of disbursement. • <u>In case of any change in Discounting Rate due to change of respective benchmark rate, any increase in monthly outflows on account of such reset shall be borne by NHPC by additional credit to EA while in case of decrease in monthly outflows, the balance lying in EA after payment of the Interest for the month based on the revised Discount Rate, shall flow back to NHPC.</u> • <u>In case the disbursement is made on a date which is not the first day of the month, the monthly fixed payouts shall start from the next month of the disbursement; however, the applicable interest component based on the discounted rate for the balance period in the month of disbursement shall be paid by the Company</u>
Amount	1016,39,00,000/- (Rupees One thousand Sixteen Crores and thirty nine lakhs only)
Tenor	10 years
Repayment Pattern	120 equal monthly installments
Purpose	The proceeds of the Facility shall be utilized towards future capex requirements of the Company
Security	<p>First charge on Escrow A/c opened by the Company for depositing the ROE received by the company.</p> <p>No other security shall be offered to HDFC</p>
Rate of Interest	At 5.24% p.a linked to 3M T- bill (Benchmark) with quarterly reset of benchmark. <u>The benchmark will be taken on T-1 basis.</u> The spread will be 1.53% over 3 M T-bill and will remain fixed throughout the tenor of the loan.

Page 11 of 13



Particulars	Proposed Terms
Interest Rate Reset	The first reset shall take place on 1.04.2022 and thereafter reset will be every 3 months
Penal charges	The Company shall pay liquidated damages/ penal charges at the rate of 2% p.a. on the defaulted amount, in the event of any default, in credit of ROE amount and variable component amount into the EA on the due dates, for the period of such default.
Escrow Account	<p>The monthly redemption/repayment payable on the Securitization Facility shall be serviced from the ROE to be credited to EA, 2 days prior to the due dates. The 5% of saleable secondary energy income amount shall be payable only at the end of respective 12-month period and shall be credited into EA, 2 days prior to the due dates.</p> <p>NHPC will ensure that the indicated amount of ROE for the year is credited into the Escrow account, irrespective of the variation in amount of ROE for whatsoever reason or actual receipt of ROE for whatsoever reason.</p> <p>Inflows:</p> <ol style="list-style-type: none"> 1. ROE for Chamera – I Power Station 2. Fixed percentage of Income booked by the Company for sale of Secondary Energy Units for the Power Station 3. Additional amount payable by NHPC in case of increase in monthly outflows on account of applicable Discounting Rate reset 4. Additional interest payable for the break period in case the disbursement is not made on the first day of the month. <p>Outflows:</p> <ol style="list-style-type: none"> 1. Monthly Facility obligations due at the last day of each month. <p>The Operating Procedure for Escrow Account shall be as per the Escrow Agreement</p>
Event of Default	<p>To include the following:</p> <ol style="list-style-type: none"> 1. Failure of the Company to credit the ROE amount into the EA on the due dates. 2. Failure of the Company to credit the fixed percentage of Income booked from sale of Secondary Energy for the Power Station into the EA on the last day of each year. <p>Consequences of Event of Default</p> <p>Upon the occurrence of Event of Default, HDFC Bank may exercise any one or more of the following rights:</p> <ol style="list-style-type: none"> 1. Accelerate the payment of outstanding amount of Facility. 2. Draw on any margins available and balances in the Escrow Account under lien to the Bank. 3. Exercise any other right that the Bank may have under the Financing and the Security Documents or under Indian law;
Financial Covenants	<ul style="list-style-type: none"> • Gross DSCR \geq 1.10X • Debt to TNW should not exceed 2:1



Particulars	Proposed Terms
	<ul style="list-style-type: none">Interest coverage ratio should be more than 2 times and should be calculated as $((Net\ Profit + Non-Cash\ Expenditures + Interest\ Income) / Interest\ Payable)$
Other Covenants	<ul style="list-style-type: none">Rating of AAA to be maintained throughout the tenor of the loanGOI to maintain management control and their shareholding in the Borrower to be un-encumbered and not to fall below 51%. <p>Downgrade in rating of the borrower below AAA shall require the borrower to mandatorily prepay the facility</p>



ADDENDUM TO FACILITY AGREEMENT

THIS ADDENDUM TO FACILITY AGREEMENT is made at Faridabad on 31st day of October 2023, ("this Agreement")

BY AND BETWEEN:

NHPC Ltd., a public limited company incorporated in India under the Companies Act 1956 and is an existing company within Companies Act, 2013 through its Executive Director Sh. Anuj Kapoor, which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns. (hereinafter called the "**Company**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND

HDFC BANK LIMITED, a Company incorporated under the Companies Act, 1956, carrying on its banking business under the Banking Regulation Act, 1949, having its registered office at Brilliant Avenue, 1st Floor, Scheme No 94, Sector B, Behind Bombay Hospital, Ring Road Indore 452010 (hereinafter referred to as "**Investor**", which expression shall, unless the context otherwise requires, be deemed to mean and include its successors, transferees, novatees and assigns);

(NHPC Ltd, and HDFC Bank are hereinafter collectively referred to as "the Parties" or which expression shall, unless it be repugnant to the subject or context thereof, include each of them or any one or more of them and their respective successors and assigns);

WHEREAS;

- A. The Company i.e. NHPC Ltd. has availed a Securitization/Monetization of ROE facility from HDFC Bank Ltd as per the terms and conditions stipulated in the Sanction Letter dated 24/2/2022 and the Facility Agreement dated 24/2/2022 (hereinafter referred to as "Facility Agreement" which term shall include any amendments / modification made thereto) and other transaction documents.
- B. Pursuant to mutual discussion between the Company and HDFC Bank and the request letter dated 31.07.2023 received by HDFC Bank (hereinafter referred to as "Request Letter" and on basis of the representations made by the Company, the Investor has agreed to revise certain terms of the Facility Agreement as appearing hereinafter.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. This Agreement is and shall be supplemental to the said Facility Agreement.
2. The Parties agree to amend the following terms in the manner stated below:



3. That the revised pricing structure and related amendments to the Facility Agreement are as below:

a) The definition of "Benchmark Rate" as appearing in Schedule III (Definitions and Interpretations) of the Facility Agreement shall be replaced and read as follows:

Benchmark Rate shall mean the "treasury bill rate (31 days) (1 months rate respectively from Financial Benchmarks India Private Limited {FBIL} website to be considered as Benchmark Rate".

Accordingly the pricing structure which was linked to 3 months treasury bill shall be linked to 1 month treasury bill effective from 1st October, 2023 on execution of Addendum to Facility Agreement.

b) The definition of "Spread" as defined in Schedule III (Definitions and Interpretations) of the Facility Agreement shall be replaced and shall read as follows:

Spread "shall mean 1.45% p.a."

Accordingly, the applicable Spread for computation of interest shall be 1.45% p.a. or 145 bps with effect from 1st October, 2023 on execution of Addendum to Facility Agreement.

c) That the interest amount due as reflecting in Schedule VI (Amortization Schedule) of the Facility Agreement shall accordingly stand amended to reflect the changes in amount due.

d) That the parties further agree and confirm that Clause 5.1.2 (c) of the Facility Agreement shall stand amended as follows:

"The Investor shall reset the Benchmark Rate and consequently Effective Discount Rate shall be reset every 1(one) month commencing from 1st October, 2023. For avoidance of doubt, it is hereby clarified that first such reset of Benchmark Rate shall take place on the first day of October, 2023, on basis of Benchmark Rate applicable on that date ("Revised First Reset Date") and thereafter every one month from the Revised First Reset Date."

That in view of the aforementioned amendments in the definitions of "Benchmark Rate" and "Spread" the rate shall be reset every month effectively from the 1st October, 2023.

4. The said Credit Facility/ies have been extended at the sole discretion of the Investor and the terms and conditions as well as pricing would be to subject to periodic review. Changes in pricing/ spread at any point of time shall be subject to mutual consent of both the parties in writing.

5. That the Parties hereby agree and confirm that the amendments made in this agreement shall have the effect of modifying the Sanction Letter 24/2/2022 in the same spirit and in case of any contradiction with respect to pricing in the Sanction Letter, this Addendum to Facility Agreement shall prevail.

6. That the parties hereby agree and confirm that save and except the amendments made in this Addendum to Facility Agreement, no other rights, obligations, provisions shall be construed to be



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7. That the Parties agree and confirm that the Facility Agreement, Sanction Letter and Addendum to Facility Agreement are to be read in conjunction with each other and the facility shall be governed by the terms and conditions laid therein.

In witness whereof the Company and the Investor have caused these presents to be executed by their respective authorized officials on the day month and year hereinabove written.

The Common Seal of the M/s NHPC Ltd. has been hereunto affixed at Faridabad on 31st day of October 2023

The **COMMON SEAL** of **NHPC LIMITED** has been hereunto affixed pursuant to the resolution of its Board of Directors passed at the Meeting held on 07.12.2021, in the presence of its Directors and Company Secretary, who his set his signatures hereto in token thereof.


आर. पी. गोयल / R. P. GOYAL
 निदेशक (वित्त) / Director (Finance)
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad


उत्तम लाल / UTTAM LAL
 निदेशक (कार्मिक) / Director (Personnel)
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad


रुपा देब / RUPA DEB
 कम्पनी सचिव / Company Secretary
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad


 Signed and delivered
 For and on behalf of NHPC Limited (Investor)
 Sign by the Hands of Sh. Anuj Kapoor,
 Executive Director (Finance)

अनुज कपूर
ANUJ KAPOOR
 कार्यपात्रक निदेशक (वित्त)
 EXECUTIVE DIRECTOR (FINANCE)
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad-1210 03


 For and on behalf of HDFC
 Bank through its authorised
 Signatory



अनुज कपूर
ANUJ KAPOOR
 कार्यपात्रक निदेशक (वित्त)
 EXECUTIVE DIRECTOR (FINANCE)
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad-1210 03



Indian-Non Judicial Stamp Haryana Government



Date : 17/03/2023

Certificate No. E0Q2023C587

E0Q2023C587

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 100473724

100473724

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nhpc Limited

H.No/Floor : 0

Sector/Ward : 33

LandMark : Nhpc office complex

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 99*****55



Buyer / Second Party Detail

Name : Thejammu Andkashmir BankLtd

H.No/Floor : 0

Sector/Ward : 0

LandMark : Sunhouse

City/Village: Patel nagar

District : Delhi

State : Delhi

Phone : 99*****11

Purpose : TERM LOAN AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

This Stamp Paper forms integral part of
Term loan Agreement dated 20th March 2023
executed between NHPC Ltd., and The Jammu &
Kashmir Bank Ltd. for Rs. 600 crore Term loan.

For Jammu & Kashmir Bank Ltd.
Relationship Manager
Large Credit Unit
2/5 West Patel Nagar, New Delhi

अनुज कपूर / ANUJ KAPOOR
महाप्रबंधक (वित्त) / General Manager (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

TERM LOAN AGREEMENT

AMONG

NHPC Limited

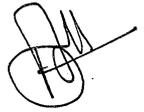
AND

THE JAMMU & KASHMIR BANK

DATED: 20/03/2023

TERM LOAN AGREEMENT

THIS TERM LOAN AGREEMENT ("Agreement") is made at Faridabad, Haryana on 2nd Day of March, 2023



BETWEEN

NHPC Limited, a company within the meaning of the Companies Act, 1956, and an "existing company" under Companies Act 2013 and having its registered office at NHPC Office Sector-33, Faridabad, Haryana-121003, whereas Shri Anuj Kapoor, Group General Manager (Finance) (DIN _____), is duly authorized by virtue of a board resolution dated 25th day of May, 2022, to execute this Agreement (hereinafter referred to as the "**Borrower**", which term unless the context otherwise requires includes its successors and permitted assigns and all persons deriving/claiming title there under), of the **FIRST PART**;

AND

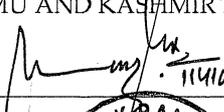
THE JAMMU AND KASHMIR BANK LIMITED, a banking company incorporated under the then J&K Companies Act, No. XI of, 1977 (1920 AD) having its registered office at Corporate Headquarters, M. A. Road, Srinagar, Kashmir, through its business unit LCU Rajindra Place, New Delhi ("**Bank**" which expression shall where the subject or the context so admits include its successors and assigns), of the **OTHER PART**.

WHEREAS

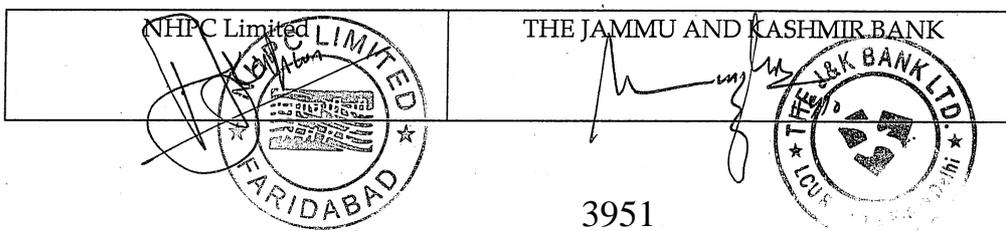
- a) The Borrower has applied to the Bank for a Rupee Term Loan upto Rs.600 Crores (Rupees Six Hundred Crores Only) for the purpose of meeting the CAPEX requirement of the company including recouplement of CAPEX already incurred.
- b) The Bank having sanctioned a Rupee Term Loan upto Rs.600 Crores (Rupees Six Hundred Crores Only) (hereinafter called 'the loan' or 'the loan account' depending on the context hereinafter unless otherwise distinguished for brevity's sake referred to as "**the said loan**") vide Sanction letter bearing reference no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023. The Borrower hereby agrees and confirms the various terms and conditions stipulated by the Bank as contained hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. This Agreement shall operate as a security to the Bank in addition to any other security already held by the Bank for repayment to the Bank of the loan and/ or the balance outstanding due to the Bank by the borrower at any time.

<p>NHPC Limited</p>  	<p>THE JAMMU AND KASHMIR BANK</p>  
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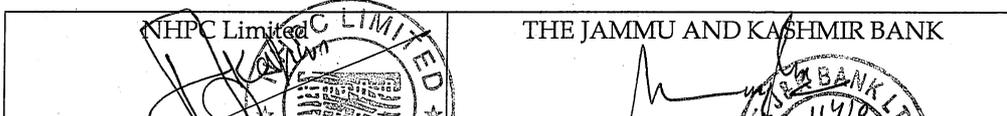
2. The said loan shall be governed by the terms and conditions contained herein as well as the Sanction letter bearing reference no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023 and the Scheme under which the loan is applied for the granted / agreed to be granted by the Bank.
3. The Borrower agree and undertakes that the loan shall be exclusively utilized for the purpose applied for and for no other purpose.
4. The Borrower agrees that the loan amount together with interest, cost, charge, expenses and other money payable in respect thereof will be secured via Pari-passu charge on any specific existing/future movable and/or immovable assets of the Company to the extent of 1.0 times of sanctioned amount. (hereinafter referred to as "the said property").
5. The Borrower agrees that the loan amount together with interest, cost, charge, expenses and other money payable in respect thereof will be secured by hypothecation of movable assets, The Borrower hereby hypothecates and charges to the Bank: Pari-passu charge on any specific existing/future movable and/or immovable assets of the Company to the extent of 1.0 times of sanctioned amount hereunder referred to as " The Primary Security" duly shown in the Schedule
6. The Borrower declares that he/she/it is the owner of the said property and that his/her/its title to the said property is clear and marketable and the said property is free from encumbrances of any nature apart from the paripassu charge as informed in schedule and that there is no proceeding pending in respect thereof in any court or other authority.
7. The Borrower hereby agrees and undertake that without prior consent in writing from the Bank, he / she / it shall not create in any manner any charge, mortgage or other encumbrance or part with possession thereof or do anything which would prejudice the security. The Bank may at its opinion grant such consent on such terms and conditions as the Bank may determine.
8. The Borrower undertake to regularly pay the rates, taxes and other outgoings payable in respect of the said property.
9. Notwithstanding anything herein contained the said loan and all other amount payable hereunder, shall become forthwith due and payable by the Borrower to the Bank and the Bank will entitled to enforce its security upon the happening of any of the following events, namely:
 - a) Any installment of the principal monies being unpaid upon the due date for payment thereof
 - b) Any interest remaining unpaid and in arrears for a space of three months after the same shall have become due whether demanded or not
 - c) The Borrower's committing any breach or default in the performance or observance of these presents or any other term / condition relating to the loan.
 - e) Execution or distress being enforced or levied against the whole or any part of the Borrower's property



- f) The Borrower going into liquidation (except for the purpose of amalgamation)
- g) A Receiver being appointed in respect of the whole or any part of the property of the Borrower
- i) The occurrence of any circumstances which is prejudicial to or impairs or imperils or depreciates or is likely to prejudice, impair, imperil or depreciate the security given to the Bank
- j) The occurrence of any event or circumstance which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the loan. On the question whether any of the events has happened, the decision of the Bank shall be conclusive and binding on the Borrower.

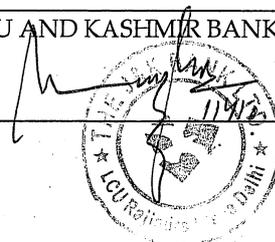
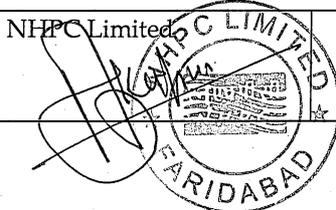
10. The Borrower hereby:

- a. Warrants the correctness of each and every representation, statements and particulars contained in the application or otherwise submitted by the Borrower to the Bank for the sanction of the loan as on the date when they were made.
- b. Undertakes to comply with each and every assurances contained in the application submitted to the Bank in the manner and within the time therein mentioned.
- c. Agrees that the loan advanced/agreed to be advanced by the Bank shall be governed by the terms stipulated in the Sanction letter no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023.
- d. The Borrower agrees for creation of charge in ROC within stipulated time frame.
- e. The Borrower undertakes to submit information periodically on quarterly basis with regard to credit facilities being enjoyed with other banks with respect to the security for this Rupee Term Loan under pari passu charge.
- f. The Borrower shall ensure that no double financing has been done under this guarantee scheme.
- g. Agrees that Bank will always be at liberty to stop making further advance or cancel the credit facility at any time with prior notice and with assigning reason even though the said limit/credit facility has not been fully availed of.
- h. Agrees to furnish all such information as the Bank may require for it's satisfaction as to due compliance with the terms of the proposal and of the sanction letter and the utilizations of the said advance at such times in such terms and informing such particulars as the Bank may call for, subject however to the Bank providing at least a 7 (seven) business days written notice to the Borrower.



- i. Agrees that Bank have the right to examine at all the time, its books of accounts pertaining to the security offered by the Borrower for the present loan inspected from time to time, by the officer(s) of the Banks and /or qualified auditors and /or technical experts and /or management consultant or other persons of the bank's choice.
- j. Undertakes not to sell the secured assets which have been charged to the bank as security for this Rupee Term Loan.
- k. The Borrower undertakes that it will regularly pay all the statutory/other government dues and other EPF dues from time to time without any default.
- l. In case of default in the repayment of the said loan and interest thereon the Bank, their trustees, an/or the Reserve Bank of India/Credit Information Bureau (India) Ltd. (CIBIL) will have an unqualified right to disclose or publish the name of the Borrower and its directors in such manner and through such medium as the Bank their trustees, an/or the Reserve Bank of India/Credit Information Bureau (India) Ltd. (CIBIL), in their absolute discretion may think fit.
- m. The Borrower will keep the Bank informed of the happening of any event which is likely to have an impact on their profit or business profit are likely to be substantially lower than already indicated to the Bank. The Borrower will then inform the Bank accordingly with reasons and remedial steps to be taken.
- n. Expressly agree with the Bank that the Bank shall be entitled to refuse to grant the said loan or part thereof, which remains to be advanced in the event
- i) Representations/ statements contained in the application are found to be incorrect, the opinion of the Bank in this regard being final.
 - ii) The Borrower fails to utilize the loan or any part thereof for the purpose and in the manner as mentioned in the application.
 - iii) Fails to provide the security/ies as per the sanction stipulations to the satisfaction of the Bank.
11. The Borrower/s undertakes to pay to the Bank, the Instalments as mentioned in the Sanction letter and given in the schedule to this Agreement till the entire Loan with interest, cost etc. is repaid along with any other charges, premium, fees, taxes levies or other dues and damages set out in this Loan Agreement. The loan shall be repayable by the Borrower in 108 (one hundred eight) Months post completion of Moratorium. Moratorium period is 12 (twelve) months from the date of disbursement. Upon expiry of moratorium, the principal of the loan amount along with interest thereon as and when incurred, shall be payable in 108 monthly installments. 1st installment shall be paid on 1st day of 14th month and remaining installments shall be paid on 1st day of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next

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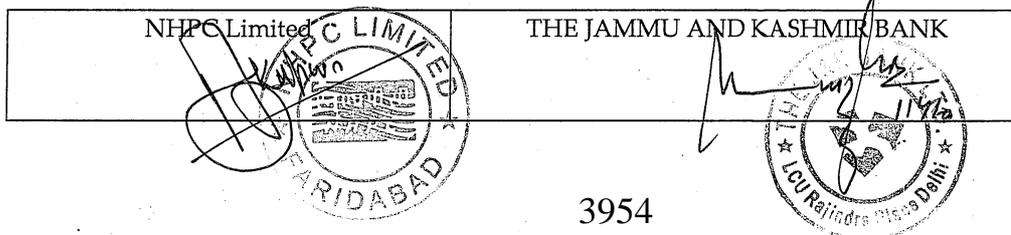


working day. whatsoever and the Borrower shall in the meantime in addition to the said installments pay interest at the rate of Repo Rate (floating)+ 1.25% i.e. 7.75% Present effective or at such other rate of interest as may at any and from time to time be notified by the Bank to the Borrower as per the sanctioned terms. The installment amount will be inclusive of the principal amount and the interest will be separately charged, as decided by the Bank from time to time and further the Bank may alter/amend the amount of installment, number of installments or due dates as the case may be in the event of default of servicing any interest or principal.

- a) The Borrower shall pay interest at the rate of Repo Rate (floating)+ 1.25% i.e. 7.75% Present effective or at such other rate of interest as may at any and from time to time be notified by the Bank to the Borrower, as agreed to by the Borrower in terms of the Sanction letter no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023. The Borrower will pay interest when charged to the Rupee Term Loan Account, calculated on the daily balance of the amount due along with the repayment of installments of the principal amount of the loan as aforesaid and shall pay default interest at the rate of 1% over and above the applicable rate on the delayed payment for the period of delay. The Bank reserves the right to enhance the rate of interest in case of downgrading of Credit risk rating even during the reset period.
- b) Notwithstanding the above, the Borrower/Co-Borrower(s) agrees that the Interest Rate may increase/decrease on account of the directives of the Bank/RBI and in that case the Borrower/Co-Borrower(s) agrees to pay interest at such revised rate.
- c) In case the said facility is taken over by some other Bank/ FI, the concession in the rate of interest shall stand withdrawn retrospectively and the interest at the actual applicable rate shall be recovered from the borrower.
- d) Without prejudice to the above, the Bank will also have the right to charge and the Borrower/s will remain liable to pay the Default/Penal Interest Rate at such rate as may be prescribed by the Bank and/or the RBI, from time to time.

PROVIDED HOWEVER that in the event of any revision in the rate of interest in accordance with the terms of the sanction letter the borrower shall be deemed to have notice of revision in the rate of interest, whenever such revision in REPO RATE is displayed/ notified by the Bank on notice board in the branch premises where the advance(s) is/ are availed by the Borrower or published in newspaper(s) or made known through entry of interest charged in the statement of accounts given to the borrower and such revision in the rate of interest shall be treated as contracted rate of interest for the said loans/advances/credit facilities and the same shall be binding on the borrower.

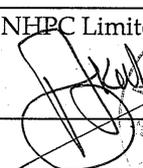
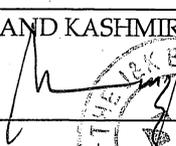
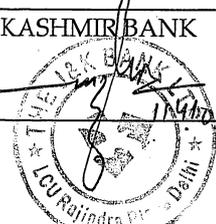
Provided further that without prejudice to the Bank's other rights and remedies, the Bank shall also be entitled to charge additional/ penal



rate(s) of interest at the rate as per Sanction Letter no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023, on the outstanding dues or any portion thereof for any delay in repayment/adjustment of the advances and/or interests as agreed or in default or irregularity in observing the terms and conditions of this agreement by the borrower which in the opinion of the Bank warrants charging of such penal/additional interest for such period as the repayment default continues. All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank), reasonable costs, charges and expenses debited to the Loan account shall attract penal interest/charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s) as per the Schedule.

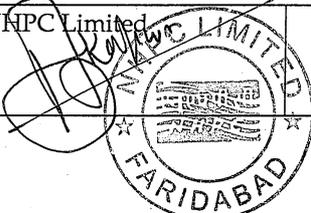
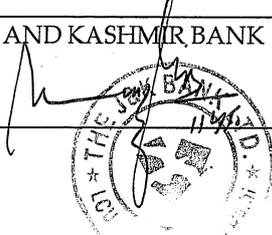
Provided further that in case the security is not created / perfected by the borrower within the stipulated time period as per the Security Clause of sanction letter; the borrower shall be liable to pay additional penal interest @ 1% p. a. on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected. The borrower acknowledged that in terms of the sanction, the security is to be perfected within 90 days from the date of documents.

12. The Borrower agrees to accept as prima facie proof of the correctness of any sum due from them to the Bank under this agreement or statement of account made out from the books or computer of the Bank signed by the authorized official of the Bank without production of any other voucher, documents or paper as also to pay all the interest accrued/to accrue in the loan account but not actually debited to the loan account unless refuted by the borrower within 15 (fifteen) days of the receipt of such statement of account.
13. The Borrower shall furnish in writing to the bank on quarterly basis a full and correct statement (duly certified by CA) as the Bank may require of the hypothecated assets together with its value and produce such evidence in respect thereof to ensure that the value of assets is sufficient to secure the loan amount.
14. The Bank will have the right to examine at all the time, the borrower's books of account pertaining to the security provided by the Borrower inspected from time to time, by the officer(s) of the Bank and /or qualified auditors and /or technical experts and /or management consultant or other persons of the bank's choice.
15. The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, reasonable costs, service/prepayment and other charges, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement, all claims and expenses including

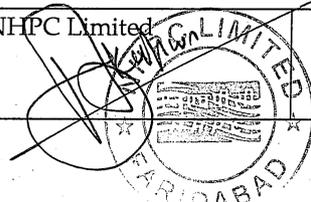
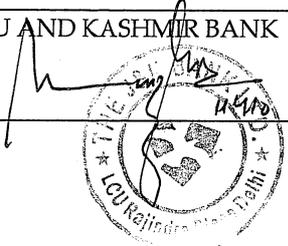
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incidental expenses which may be incurred by the Bank in operation of the account, completion of the documentation formalities and the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower.

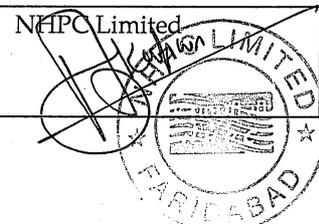
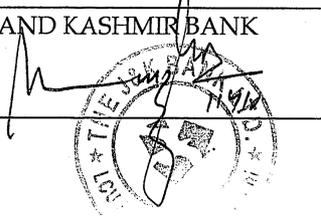
16. The Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement i.e No event of default shall have occurred; and the Borrower shall have produced all or any other documents or writings as required by the Bank under the terms of the Sanction letter no. JKB/LCU/PALACE/2022-23 dated 16th day of March, 2023.
17. In case of any event of default and/or in terms of the sanction letter and / or modification letter, the Borrower shall execute any bonds, documents for the Loan and all such documents, power of attorney(s)/undertakings and agreements during the pendency of this Loan.
18. The Bank shall, in relation to the Loan have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/amount with the Borrower's consent or of any other amounts outstanding there under within the scope of the sanctioned terms and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or re-schedulement.
19. The Borrower represents, warrants and covenants that it has been duly formed and has the power to carry on its business as it is now being carried on and has the power to borrow the Loans and the authorized signatories have the authority to execute the loan documentation on behalf of the Borrower.
20. The Borrower represents, warrants and covenants that it shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan, subject however to the Bank providing a prior written notice of 7 business days to the Borrower.
21. The Borrower further agrees that the Bank have a right of general lien and set off on the other accounts of the borrower with the Bank either held singly or jointly with others and / or securities in the custody of the Bank offered by the borrower for other advance/s from the Bank or kept in safe custody and that the Bank may if deemed fit in case of the loan becoming overdue and irregular, liable to be set off against the amount available in other accounts and /or dispose of such securities and realize the proceeds in satisfaction of the dues.

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22. The Borrower also agrees that notwithstanding anything herein before contained the Bank shall not be bound to allow or continue the loan account to any extent or for any time than the Bank shall in its absolute discretion deem fit. Any delay in exercise or omission to exercise any right, power or remedy accruing to the Bank or its representatives/agents upon default under this agreement shall not impair any of the Bank's rights/remedies/powers not shall be construed as waiver thereof or acquiescence in such default.
23. Notwithstanding what is contained herein above with reference to repayment by installment/s and date/s of payment of installment/s, the entire loan shall upon the happening of any of the following events if the same is not remedied by the Borrower, shall at the option of the Bank become forthwith due and payable by the borrower to the Bank, and will be repaid by the Borrower forthwith thereafter, failing which the bank would also be entitled to suspend any withdrawal to be effected in the Loan account, take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank and any other action as it may deem fit for recovery of its dues and enforcement of the securities:
- a) Any of the installment amounts referred to herein above being unpaid on the due date for payment thereof mentioned herein above.
 - b) Any representation and/or the statements made by the borrower in the application being found to be incorrect and/or the borrower committing any breach or default in the performance or observance of any terms, conditions or provisions contained in the said application and/or the letter of sanction and/or contained herein.
 - c) The borrower entering into any arrangement or composition with borrower's creditors or committing any act the consequence of which may lead to the borrower of being ordered to be wound up.
 - d) Any process being issued against the borrower for execution of a decree and / or for attachment before judgment resulting in any of the property which is charged, of the borrower being attached, and such process and orders for attachment not being set aside within 90 (ninety) days of it being passed.
 - e) Any order being made or a Resolution being passed for the winding up of the borrower.
 - f) A receiver being appointed of the entire properties or any part thereof belonging to or under the control of the borrower, and the orders for appointment of a Receiver not being set aside within 90 days of it being passed.

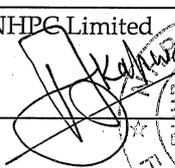
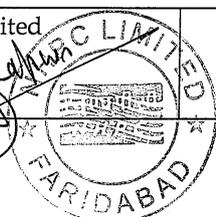
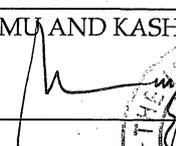
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- g) The Borrower ceasing to carry on business or giving or threatening to give notice of Borrower's intention to do so.
- h) On the question whether any of the matters events or circumstance mentioned in sub clause (a) to (h) herein above has happened then opinion and/or decision of the Bank shall be prima facie conclusive, final and binding on the Borrower.
24. Upon happening of an Event of Default as specified above, the Borrower hereby agree to appoint the Bank as its true and lawful attorney, to do and execute for and in the name and on behalf of the Borrower in relation to this Agreement all or any of the acts, deeds and things, specified herein.
- a. Upon the occurrence of an event of default ,it shall be lawful for the Bank at any time after taking possession of the Secured Assets of an amount equivalent to the amount outstanding and payable by the Borrower (without prejudice to the Bank's right of suit or any other right against the borrower) to recover, receive, appoint receivers of or remove and/or sell either by public auction or private contract after giving notice subject to such conditions as the Bank shall think fit or otherwise dispose of or deal with at any time or times the Secured Assets to the extent mentioned above or any part or parts thereof and/or to enforce, realize, settle, compromise and to deal with any rights or claims regarding any of the Secured Assets without being bound to exercise or not exercise thereof and notwithstanding that there may be any pending suit or other proceeding the borrower undertakes to transfer and deliver to the Bank all relative contracts, securities, bills notes, hundies and documents and any acts of the Bank in this regard shall be binding on the borrower.
- b. The Bank shall apply the sale proceeds towards the loan account to the extent of the balance due to the Bank or so much thereof as shall remain unpaid including interest at the rate aforesaid until payment and including all costs as between Attorney and Client, charges and expenses incurred by the Bank on any account whatsoever. If the net sum realized by such sale be insufficient to cover the balance due to the Bank, the borrower shall be liable forthwith, on production to the borrower, statement prepared by the Bank, to pay balance appearing due to the Bank.
- c. In the event of there being surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank it shall be lawful for the Bank to retain and apply the said surplus together with any other money or moneys belonging to the borrower for the time being in the hands of the Bank in or under whatever accounts as far as the same shall extend against in or towards payment of liquidation of any and all other moneys that shall or may become due from the borrower whether solely or jointly with any other person or persons, firm or Company to the Bank by way of loans, discounted bill, letters of credit, guarantees, charges or of any other debits to liability including bills, notes, credits and other obligations, current though not then due or payable or other demands, legal or equitable, which the

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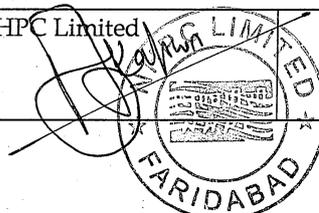
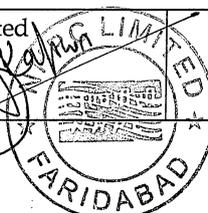
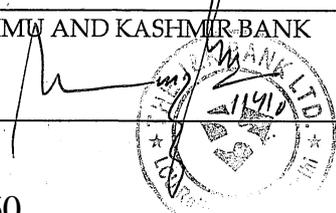
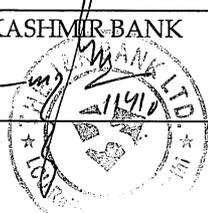
Bank have against the borrower and whether the borrower shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise with interest thereon from the date on which any and all advances in respect thereon shall have been made at the rate of or respective rates at which the same shall have been advanced and the balance left after above should be paid back to the Borrower.

- d. The Borrower agrees to accept without question the same in and out of Court, a statement of account made out from the papers and/ or books or computer of the Bank and signed by the Manager or other duly authorized officer of the Bank as prima facie proof of the amount realized by any such sale as aforesaid and of any sum claimed to be due from the Borrower to the Bank under this agreement and of reasonable costs and expenses incurred in connection therewith without the production of any other voucher, document or paper.
25. The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as its lender and make the repayment of the Loan to such person as may be directed by the Bank.
26. No change whatsoever that may take place in constitution of the borrower or Bank shall impair or discharge the liability of the Borrower hereunder.
27. The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.
28. The rights, powers and remedies available to the Bank under Law and under these presents shall be exercised by the Bank through any of its employees or agents and the Bank may delegate any or all of the said powers and authorities to such employee or agent. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as the Bank thinks fit.
29. This Agreement supersedes all prior discussions and representations between the parties, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
30. Any notice in writing required to be served hereunder shall be deemed to be sufficiently served if sent to the borrower by email on the email id of the borrower available with the Bank. Besides such notice may also be served by post at the borrower's address registered with the Bank or in the event of such address not being registered, at the last known place of residence or business of the borrower, and left at such address or place or forwarded to the borrower by post at the address or place, aforesaid notice sent by

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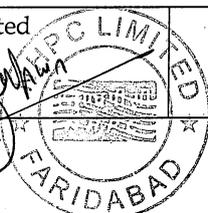
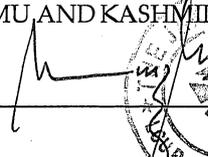
post shall be deemed to be given at the time when in due course of post it would have been delivered at the address to which it is sent, and in proving that such notice was posted, a certificate signed by the postal authorities that envelope was so posted shall be conclusive. The addresses of the parties shall be as mentioned above. The Borrower shall forthwith inform the Bank of any change in its Address.

31. The Borrower shall indemnify and keep the Bank indemnified against all actions, suits, proceedings and all actual and direct reasonable costs, charges, expenses, losses, or damages which may be incurred or suffered by the Bank by reason of any false or misleading information given by the Borrower to the Bank hereunder or any breach/ default/ contravention/non-observance/non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this Clause in the said dues being the subject matter of this Agreement.
32. The Borrower further agrees and undertakes as under:-
- a) That the Borrower shall not induct any person as its Director who is a director on the Board of a Company which has been identified as a willful defaulter and that in case, such person(s) is/are found to be on the Board of the borrower, it would take expeditious and effective steps/measures for removal of that person(s) from its Board.
 - b) The Borrower shall ensure end use of loan/ advance funds and such funds shall not be utilized for any other purpose than the purpose for which loans/advance is obtained and the funds shall not be diverted/siphoned for any other purpose or to any other concern or sister concern.
33. That the Borrower will provide certificate by the management to Bank to the effect that end use of loan/ advances is properly used by the Borrower for the purpose the loans/advance was granted to the borrower only and there are no instances of diversion/siphoning of funds by the borrower. This would be followed by the borrower's C.A./statutory auditor's certificate that end use of loan/ advances is properly used by the borrower for the purpose the loans/advance was granted to the borrower only and there are no instances of diversion/siphoning of funds by the borrower. The auditors shall be bound to provide the Certificate containing the true and correct facts to the Bank and nothing shall be concealed.
34. The Agreement is not to prejudice the rights or remedies of the Bank against the borrower in respect of any other advances made or to be made by the Bank to the borrower.
35. All disputes arising out of and in connection with this Agreement shall, to the extent possible, be settled amicably by prompt, good, faithful negotiations between the representatives of the Parties. In default of such amicable

NHPCL Limited  	THE JAMMU AND KASHMIR BANK  
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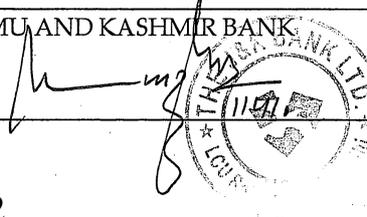
settlement within thirty (30) days of the commencement of discussions such dispute shall be referred to the arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act by the mutual consent of both Parties. The venue of the arbitration proceedings shall be decided by the arbitrator with the consents of the parties. The decision of the arbitrator shall be final and binding of the parties. The Punjab and Haryana High court Chandigarh shall have exclusive jurisdiction in all matter arising under this Agreement.

36. The arbitrator shall reasonably decide his fee. However, the arbitrator's fee and post of arbitrator proceedings shall be borne equally by the Parties. The arbitrator shall publish the award within a reasonable time.
37. Notwithstanding the foregoing, nothing contained in this Agreement shall preclude or restrict either Party from seeking or obtaining an interim injunction for injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction. The arbitrator or arbitral tribunal shall have the power to award costs.
38. Any dispute arising out of or in connection with this Agreement, shall be resolved as per the laws prevailing in India within the jurisdiction of Haryana.
39. If any provision of this Agreement is illegal, invalid or unenforceable for any reason it will be severed from the remaining provisions, which will remain unaffected.
40. The Borrower hereby further agrees that in case the Borrower fails to pay the bank's dues or commits default in the repayment of the loan installment(s) or interest thereon on due date(s), or the account of the Borrower becomes non-performing assets as per the Reserve Bank of India's norms, the bank will be at liberty to disclose or publish the name(s) and address(es) of the Borrower or its directors as defaulter along with the details of outstanding dues payable by such Borrower to the bank and also other relevant details in newspaper and other publicity media. The bank will also be at liberty to provide information about defaulter advances to R.B.I. enforcement directorate, ECGC, CIBIL or any other statutory authorities as may be deemed necessary.
41. The Borrowers hereby agrees that in the matter of classification of stressed accounts into SMA/ NPA- depending on the overdue period, the Bank shall act as per the guidelines provided by RBI.
- SMA-0 Upto 30 days
SMA-1 More than 30 days and upto 60 days
SMA-2 More than 60 days and upto 90 days
42. The Borrower understands that as a pre-condition relating to grant of the Rupee Term Loan to the Borrower, the Bank requires Borrower's consent for the disclosures by the bank of, information and data relating to the company,

<p>NHPC Limited</p>  	<p>THE JAMMU AND KASHMIR BANK</p>  
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of the credit facility availed of/to be availed of, by the Borrower, obligation assumed/to be assumed, by the Borrower, in relation thereto and default, if any committed by the Borrower in discharge thereof. Accordingly the Borrower hereby agrees and gives consent for the disclosures by the bank of all or nay such (a) information and data relating to the Borrower ; (b) the information or data relating to any credit facility availed of/to be availed by the Borrower , and (c) default, if any, committed by the Borrower , in discharge of the Borrower's such obligation to the bank as may deem appropriate and necessary, to disclose and furnish to the credit information bureau (India) Ltd. and any other agency authorized in this behalf by RBI. The Borrower declares that the information and data furnished by the Borrower to the bank are true and correct. The Borrower undertakes that (a) the credit information bureau India Ltd. and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deem fit by them and (b) the credit information bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

43. Notwithstanding what have been sated herein above, the Borrower further declares that the borrower agrees that the bank may at its sole discretion enter into interbank participation arrangement with the any bank or banks or institutions of its choice without any reference to the borrower. In case of such participation arrangements, if any, arrived at by the bank with other bank(s)/ Institutions, shall be a matter between the bank and other bank(s)/Institutions and borrower shall not interfere with the same. The Bank shall be at liberty to furnish any information relating to the Borrower to such participating bank(s)/Institutions. The borrower further confirms that notwithstanding such participation arrangement between the bank and other bank(s)/institutions the borrower shall be liable to make payment of the entire liabilities to the bank.
44. The Borrower shall insure to the satisfaction of the Bank and keep insured all property constituting the Bank's security against fire and all other risks in a sum equivalent to its full market value in an office approved by the Bank in the joint names of the Bank and the Borrower or otherwise as the Bank may require and shall duly and punctually pay all premiums and shall not do or settle to be done any act which may invalidate or avoid such insurance and shall deposit the insurance policy and all cover notes premium receipts and other documents connected therewith with the Bank. Any monies realized from such insurance shall at the option of the Bank, be applied either in reinstating the security or in repayment of the said loan
45. The Borrower shall upon every reasonable request of the Bank allow the Bank and any nominee, or agent of the Bank to inspect the Borrower's premises, and

<p>NHPC Limited</p> 	<p>THE JAMMU AND KASHMIR BANK</p> 
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the Borrower's books of account for ensuring that the Borrower has duly complied with the terms of the said loan.

- 46. The Borrower will furnish the Bank with all such information as the Bank may reasonably require for the Bank's satisfaction as to due compliance of the terms of the said loan and all such periodical reports and information at such times in such form and containing such particulars as the Bank may call for, for the purpose of ascertaining the results of the utilization of the said loan.

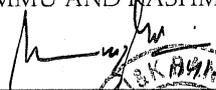
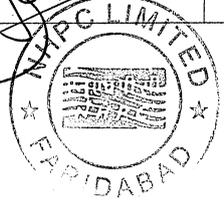
SIGNED AND DELIVERED by the **NHPC Limited** by the hand of Shri Anuj Kapoor, Group General Manager (Finance), its duly Authorized Official in this behalf via board resolution dated 25th day of May, 2022.


 ANUJ KAPOOR
 महाप्रबंधक (वित्त) / General Manager (Finance)
 एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

SIGNED AND DELIVERED for and on behalf of the Jammu & Kashmir Bank, by the hand of M. Magbool Dar (11416), its duly Authorized Official in this behalf.

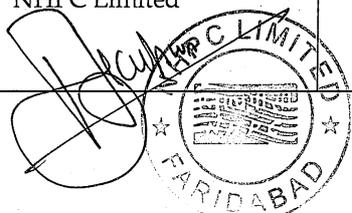
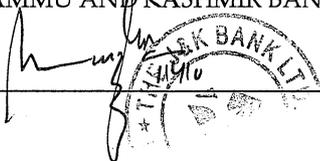
For Jammu & Kashmir Bank Ltd.

 11416
 Relationship Manager
 Large Credit Unit
 2/5, West Patel Nagar, New Delhi

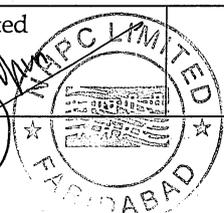
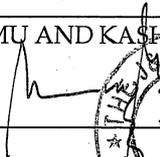
NHPC Limited 	THE JAMMU AND KASHMIR BANK 
	

SCHEDULE NO. 1**Term Sheet**

Type of Loan	Long term, Secured.
Facility	Rupee Term-Loan (RTL) up to Rs. 600 crore.
Door to Door Tenor	10 years from the date of first disbursement under the facility.
Purpose	To meet out the CAPEX requirement of the company including recoupment of CAPEX already incurred.
Moratorium	12 Months
Interest rate	Repo Rate(Floating) + 1.25% i.e. 7.75% Present effective.
Interest rate re-set	The first applicable interest rate shall be calculated based on benchmark rate one day before the disbursement plus quoted spread, if any. This rate shall be applicable till the date of first reset. The Benchmark Lending Rate shall be re-set every three months. The first re-set shall take place on the first day of the month following completion of the quarter in which first disbursement takes place. For example, in case the drawl date is 15.03.2023, the first reset shall take place on 01.04.2023 and thereafter reset will take place after every three months
Security	Pari-passu charge on any specific existing/future movable and/or immovable assets of the Company to the extent of 1.0 times of sanctioned amount.
Perfection of charge	Security to be created / perfected within 90 days from the date of Documents
Penal Interest	If the security is not created / perfected within the stipulated time period as per the Security Clause, the Borrower shall pay additional interest of 1% p.a. on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected.
Default Interest	In case of default in payment of the dues by borrower, penal interest rate of 1% over and above the applicable rate shall be paid on the delayed payment for the period of delay.
Availability Period	The sanctioned amount shall be withdrawn in single or multiple tranches in line with the fund requirement for CAPEX.
Drawdown Schedule	Disbursement in tranches as per fund requirement of the Company.

NHPC Limited 	THE JAMMU AND KASHMIR BANK 
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Repayment Period	108 Months post completion of Moratorium. Moratorium period is 12 months.	
Repayment Pattern	108 monthly installments post moratorium of Term Loan. 1 st installment shall be paid on 1 st day of 14 th month and remaining installments shall be paid on 1 st day of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next working day. *Non-working day means the day on which RBI is not working in Mumbai.	
Interest Servicing	* Interest shall be payable on monthly rest. * Interest for the month shall be payable on the 1 st day of next month. If 1 st day is non-working, the same shall be paid on next working day. * Actual/ Actual Interest shall be computed on an "actual/actual basis". In case of leap year, number of days shall be considered 366 (actual/actual day count convention) for whole leap year and leap year will be considered for a period of 12 months w.e.f. 1 st April to 31 st March in which Feb of 29 days falls. *Non-working day means the day on which RBI is not working in Mumbai.	
SMA Sub-categories	SMA-0	Up to 30 days
	SMA-1	More than 30 days and upto 60 days
	SMA-2	More than 60 days and upto 90 days
Prepayment	Allowed fully and/or partially with 30 days' notice	
Utilization of Loan	To meet out the CAPEX requirement of the company including recoupment of CAPEX already incurred.	
Upfront fee/ Commitment/ Prepayment Charges	NIL	
Other expenses	Stamp duty if any on the Credit Facility documents shall be born and paid by the Borrower.	
Other General terms and Conditions	<ul style="list-style-type: none"> Borrower shall share end use certificate within 45 days of disbursement. The borrower shall forward audited accounts within 30 days of its audit to the Bank/FI. The borrower shall keep the bank advised of any circumstances adversely affecting the financial position of the borrowing company and its Subsidiary Company(ies) if any, including any action taken by any 	

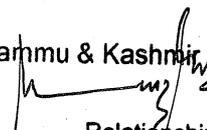
NHFC Limited  	THE JAMMU AND KASHMIR BANK  
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	<p>creditor against the borrowing company and its Subsidiary Company(ies).</p> <ul style="list-style-type: none"> • Company to shall ensure to adhere to the guidelines regarding lending under Consortium Arrangement/ Multiple Banking Arrangement: Diligence Report.
<p>Resolution of Dispute</p>	<p>In case of any dispute, the same shall be resolved mutually by both the parties. Executive Director (Finance), NHPC shall be the accepting authority on behalf of NHPC Ltd. In case there is no consensus over the dispute, then either party may submit such dispute for Arbitration under provisions of the Arbitration and Conciliation Act, 1996 and any enactment and/or amendment thereof for the time being in force.</p> <p>However, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and Government Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)FTS-1835 dated 22-05-2018 and any enactment and/or amendment thereof for the time being in force.</p>
<p>Validity of Offer.</p>	<p>One month from the date of offer.</p>

SIGNED AND DELIVERED by the **NHPC Limited** by the hand of Shri Anuj Kapoor, Group General Manager (Finance), its duly Authorized Official in this behalf via board resolution dated 25th day of May, 2022.


 अनुज कपूर / ANUJ KAPOOR
 महप्रबंधक (वित्त)/General Manager (Finance)
 एन एच पी सी लिमिटेड/NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

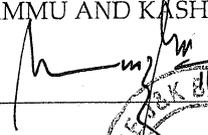
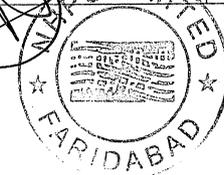
SIGNED AND DELIVERED for and on behalf of the Jammu & Kashmir Bank, by the hand of M. Magbool Dar (11410) its duly Authorized Official in this behalf.


 M. Magbool Dar 11410
 Relationship Manager
 Large Credit Unit
 215 West Patel Nagar New Delhi

In the presence of Witnesses

1. 
 Name: HARSHAD SINGH
 Address: S/o BHAGWAT SINGH
 R/o J&K Bank, Gurgaon, Haryana

2. 
 Name: Gurpreet Redhi
 Address: 40 AB Khaliy Redhi
 R/o Sector-2, Gurgaon.

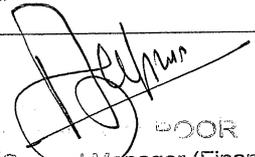
<p>NHPC Limited</p> <p></p>	<p>THE JAMMU AND KASHMIR BANK</p> <p></p>
	

SCHEDULE - II
THE SCHEDULE HEREINABOVE REFERRED TO:

The Hypothecated Property shall comprise of the following:

Sr. No.	Type of Security	Particulars
1.	Pari-passu charge on any specific existing/ future movable and/or immovable assets of the company to the extent of 1.0 times of sanctioned amount.	Pari-passu charge on any specific existing/ future movable and/or immovable assets of the company to the extent of 1.0 times of sanctioned amount.

SIGNED AND DELIVERED by the **NHPC Limited** by the hand of **Shri Anuj Kapoor**, Group General Manager (Finance), its duly Authorized Official in this behalf.


 महप्रबंधक (वित्त)/General Manager (Finance)
 एन एच पी सी लिमिटेड/NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद /Sector-33, Faridabad

SIGNED AND DELIVERED for and on behalf of the Jammu & Kashmir Bank, by the hand of M. Magbool 11410, its duly Authorized Official in this behalf

For Jammu & Kashmir Bank Ltd.

 Relationship Manager
 Large Credit Unit
 2/5, West Patel Nagar, New Delhi

SCHEDULE OF REPAYMENT

Loan Agreement dated 20/03/2023

Name and address of the Borrower/s: NHPC Office Complex, Sector-33 Faridabad-Haryana-121003

Business activity: Power Generation

Nature of loan: Term loan

Loan Amount: Rs 600/- (Rupees Six Hundred Crore only)

Moratorium Period: 12 months

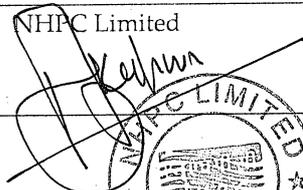
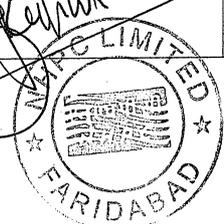
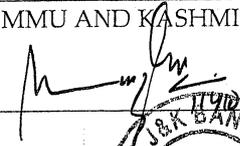
Repayment Period: 108 months

Date of Commencement of repayment/ Interest: _____

Annualized/ Effective rate of interest: _____

EMI Frequency: _____

EMI payable on _____ of each month/ quarter.

NHPC Limited  	THE JAMMU AND KASHMIR BANK  
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Instalment/Interest Start Date	Instalment/Interest End Date	Total Instalment	
		Principal	Interest

IN WITNESS WHEREOF the common seal of the company has been hereto affixed, at Faridabad, Haryana on the 20th day of March, 2023

The Common Seal of NHPC Limited having its registered office at NHPC Office Sector-33, Faridabad, Haryana-121003 has been hereto affixed pursuant to the board resolution dated 25th day of May, 2022 in the presence of _____

आर. पी. गoyal / R. P. GOYAL
निदेशक (वित्त) / Director (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33, फरीदाबाद / Sector-33, Faridabad

बिश्वजीत बासु / BISWAJIT BASU
निदेशक (परियोजनाएं) / Director (Projects)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33, फरीदाबाद / Sector-33, Faridabad

अनुज कपूर / Anuj Kapoor
महाप्रबंधक (वित्त) / General Manager (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33, फरीदाबाद / Sector-33, Faridabad

SIGNED AND DELIVERED by the NHPC Limited by the hand of Shri Anuj Kapoor, Group General Manager (Finance), its duly Authorized Official in this behalf

NHPC Limited

THE JAMMU AND KASHMIR BANK LTD.
रुपा देव / RUPA DEB
कंपनी सचिव / Company Secretary
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33, फरीदाबाद / Sector-33, Faridabad

अनुज कपूर / Anuj Kapoor
महाप्रबंधक (वित्त) / General Manager (Finance)
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सैक्टर-33, फरीदाबाद / Sector-33, Faridabad



Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 25/09/2023

Certificate No. G0Y2023I3495



Stamp Duty Paid : ₹ 500
(Rs. Only)

GRN No. 107589631



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Nhpc Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Gurgaon

State : Haryana

Phone: 87*****44



Buyer / Second Party Detail

Name: Union Bank of India

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Central

State : Delhi

Phone: 87*****44

Purpose : GENERAL AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

Manu Bahai

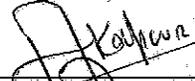
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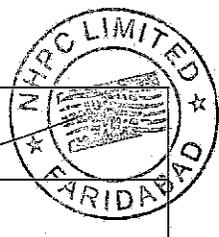
THIS STAMP PAPER IS AN INTEGRAL
PART OF DOCUMENT... *Facility Agreement*
.....DATED *26-09-2023*
EXECUTED BY ME/US.....

3970

**FORMING PART OF FACILITY AGREEMENT
M/S NHPC LIMITED**

(AUTHORISED SIGNATORY)

	
<p>LENDER</p>	<p>BORROWER</p>



FACILITY AGREEMENT

THIS TERM LOAN FACILITY AGREEMENT (THIS "AGREEMENT") IS EXECUTED AT FARIDABAD, HARYANA ON THIS 26th DAY OF SEPTEMBER, 2023, BY AND AMONGST:

M/S NHPC LIMITED, a Government of India Enterprise, incorporated under Companies Act, 1956 and validly existing under the Companies Act, 2013; bearing CIN: L40101HR1975GOI032564 and having its registered office at NHPC office Complex, Sec 33 Faridabad, Haryana- 121003 (hereinafter referred to as the "**Borrower**" or "**NHPCL**" or "**Company**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

UNION BANK OF INDIA, a body corporate constituted under the banking Companies (Acquisition and transfer of Undertakings) Act, 1970 having its head office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400021 and having a branch amongst other locations all over India at M-35, Ground Floor, Outer Circle, Connaught Place, New Delhi-110001 (hereinafter referred to as "**Bank**" or "**Lender**" or "**UBI**" which expression shall, unless the context require otherwise, include its successors and assigns) of the **SECOND PART**.

The Borrower and Lender shall be hereinafter collectively referred to as "**Parties**" and individually be referred to as "**Party**".

WHEREAS:

- A. The Borrower is an Indian public sector hydropower company that was incorporated to plan, promote and organise an integrated and efficient development of hydroelectric power.
- B. The Borrower has requested for a sanction of corporate loan facility in all aggregating to Rs. 2000.00 Crores (Rupees Two Thousand Crores only) and the Bank vide its sanction letter bearing reference no. LCBIIDEL:NHPC:SA:633(A): 2023-24 dated 22.09.2023 ("**Sanction Letter**") has agreed to sanction term loan facility of **Rs. 2000.00 Crores** (Rupees Two Thousand Crores only) (hereinafter referred to as the "**Loan**" or "**Facility**" or "**Term Loan**") for meeting the CAPEX requirement of the Company including partly recoupment of CAPEX already incurred ("**Purpose**"); on the basis of the terms and conditions stipulated in the Sanction Letter as well as this Agreement.

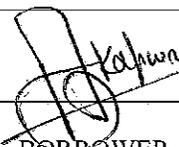
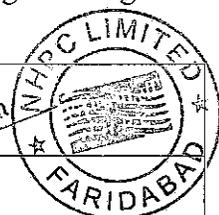
NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements herein set forth, the receipt, sufficiency and adequacy whereof the Parties herein mutually acknowledge and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Unless the context otherwise requires, the following capitalized terms wherever used in this Agreement (including the recitals) shall have the following meanings:

  LENDER	  BORROWER
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3971

“Applicable Interest Rate” shall have the meaning ascribed to it in Article 2.5.2 to this Agreement.

“Applicable Laws” shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-laws, rule of law, Clearances, authorizations, approvals, directives, guidelines policy, requirement, or any governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the subject matter in question, whether in effect as of the date of this Agreement or thereafter and in each case as amended.

“Auditor(s)” shall mean such firm of practicing chartered accountants having been appointed as Statutory Auditor(s) by the Bank.

“Authorized Officer” with respect to any Person and in the context of any event or circumstance, shall mean any officer of such Person who by virtue of his or her office or employment or contract of service (or such other arrangement whereby any other person has been so authorized by the concerned Person to act on behalf of that Person), by a board resolution or resolution of a committee of the board (constituted in accordance with the delegation of power, as the case may be, and a copy of which is duly certified by the member / such authorized representatives and delivered to the Lender, is responsible (including in respect of taking any action) for such event or circumstance.

“Availability Period” shall mean the time period for which the Loan shall be available for drawdown i.e., a period of upto 31st March, 2024 commencing on the date of Sanction Letter of the said Facility.

“Board” shall mean the board of directors / member of the Borrower in terms of the Applicable Laws.

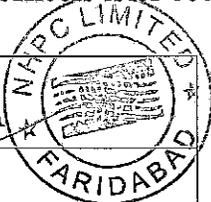
“Borrower” shall mean M/s NHPC Limited

“Business Day” shall mean:

- (a) in relation to the making of any Drawdown or cancellation of Facility, by the Lender, any day on which the Lender is required or authorized by law to be open for business in the place of its respective Lending Offices/branch; or
- (b) in relation to all other matters (including Repayment), shall mean a day (other than a Saturday, Sunday or a bank holiday) on which banks are normally open for business in Haryana.

“TransUnion CIBIL” shall mean TransUnion Credit Information Bureau (India) Ltd., a company incorporated under the Companies Act, having its registered office at Hoechst House, 6th Floor, 193 Backbay Reclamation, Nariman Point, Mumbai - 400021, including its successors and assigns.

“Contested in Good Faith” shall mean, with respect to the payment of Taxes or any other claims or liabilities by any Person, the satisfaction of each of the following conditions (i) the validity or amount thereof is being diligently contested in good faith by such Person by appropriate proceedings timely instituted, (ii) such Person has posted a bond or other security acceptable to the Lender or if not approved by the Lender, established adequate cash reserves with respect to the contested items, (iii) during the period of such contest, the enforcement of any contested item is effectively stayed by a court or tribunal or by operation of law, (iv) neither such Person nor any of its officers nor the Lender or their respective officers is or could

 UNION BANK OF INDIA LENDER, NEW DELHI	 BORROWER 
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reasonably be expected to become subject to criminal liability or sanction; and (v) such contest and any resultant failure to pay or discharge the claimed or assessed amount does not constitute a Material Adverse Effect.

"Debt" on any date on which a calculation is made, shall mean the Obligations of the Borrower under the Financing Documents.

"Debt Recovery Tribunal" shall have the meaning specified in the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 as amended or supplemented from time to time.

"Defaulted Amounts" shall have meaning ascribed to it in Article 2.7(a) of this Agreement.

"Drawdown(s)" shall mean the actual drawl of funds by the Borrower under the Facility, in accordance with the terms and conditions of this Agreement until the end of the Availability Period.

"Drawdown Date" shall mean the date of any Drawdown.

"Due" shall mean the ascertained sum (including either by way of Repayment Installment or Interest or any other amount payable under the Financing Documents) falling due and payable under this Agreement.

"Due Date" shall mean in respect of

- (i) Repayment Installments, the Repayment Dates;
- (ii) Interest, the Interest Payment Dates; and
- (iii) any other amount payable under the Financing Documents, the date on which such amount falls due in terms of the Financing Documents,

or such other dates on which any amount including the Facility, Interest or other monies, falls due in accordance with the terms of the Financing Documents.

"Event of Default" shall have the meaning ascribed to it in Article 6 of this Agreement.

"Execution Date" shall mean the date of execution of this Agreement.

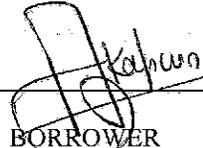
"Facility" shall mean the term loan facility of Rs. 2000.00 Crores (Rupees Two Thousand Crores only) granted by Lender to the Borrower.

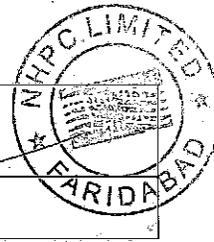
"Final Settlement Date" shall mean the date on which all Obligations owed to the Lender by the Borrower have been irrevocably and unconditionally paid, discharged or performed in full to the satisfaction of the Lender and there are no sums which are owed, even contingently, to the Lender by the Borrower, under or pursuant to the Financing Documents.

"Financing Documents" shall mean collectively this Agreement including the sanction letter, and such other documents as may be executed or required to be executed between the Lender and the Borrower in order to perfect or validate this Facility Agreement and to protect the rights of the Lender.

"Fiscal Quarter" shall mean, in any Fiscal Year, any of the following three months period of a Fiscal Year:

- (a) April 1 to June 30

 UNION BANK OF INDIA 1, C.B.I. NEW DELHI LENDER	 J. K. Kaur BORROWER
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- (b) July 1 to September 30
- (c) October 1 to December 31
- (d) January 1 to March 31.

“**Fiscal Year**” or “**fiscal year**” shall mean the accounting period commencing from April 1st of each year till March 31st of next year.

“**Initial Drawdown**” means first drawdown by the Borrower of the proceeds of the Facility under this Agreement.

“**Interest**” shall mean interest on the Facility payable by Borrower to the Lender at the Applicable Interest Rate.

“**Interest Payment Dates**” shall mean the dates on which the Borrower is required to pay Interest on the Facility to the Lender and as ascribed in para 2.5.4.

“**Lender**” shall mean Union Bank of India

“**Lender’ Legal Counsel**” shall mean an advocate/lawyer/law firm acting for the Lender

“**Legal Proceeding(s)**” shall mean any litigation, judicial, quasi-judicial and administrative or arbitral proceedings or proceedings with respect to any commission of inquiry.

“**Lending Office**” shall mean the office of Lender opposite its name in **Schedule III** hereto or such other office of the Lender as it may from time to time specify as such to the Borrower.

“**Liquidated Damages**” shall have the meaning ascribed to it in Article 2.7(a) of this Agreement.

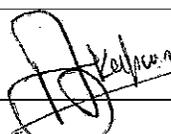
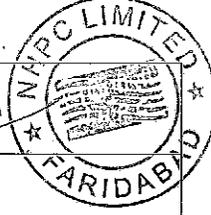
“**Material Adverse Effect**” shall mean any event or circumstance that may have a material adverse effect on (a) the operations, financial condition, business or prospects of the Borrower, (b) the ability of the Borrower to observe and perform in a timely manner its obligation under this Agreement.

“**Notice of Drawl**” shall have the meaning specified in Article 2.2.1(B) of this Agreement.

“**Obligations**” or “**Secured Obligations**” shall mean all amounts payable to the Lender by the Borrower pursuant to the terms of this Agreement and the other Financing Documents, including without limitation the Repayment Installments, Interest, Liquidated Damages, Prepayment Premium, all costs, charges and expenses and other monies owing by, and all other present and future obligations and liabilities of the Borrower to the Lender under this Agreement including indemnities, expenses, fees, commission, charges and interest, incurred under, arising out of or in connection with any Financing Document;

“**Person**” shall unless specifically provided otherwise mean any individual, corporation, partnership, association of persons, Joint Venture Company, Joint Stock Company, trust or Government Authority as the context may admit.

“**Prepayment Premium**” shall mean the prepayment charges payable by the Borrower to Lender in respect of prepayment to be made by the Borrower as set out in Article 2.6.1 of this Agreement.

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“RBI” shall mean the Reserve Bank of India.

“Repayment Date(s)” shall mean each date as specified in Article 2.6(ii) hereto on which a Repayment Instalment is payable in accordance with the Repayment Schedule.

“Repayment Instalment” shall have the meaning specified in Article 2.6(ii) of this Agreement.

“Repayment Schedule” shall mean **Schedule II** hereto being the schedule of repayment of the principal amount of the Facility to the Lender.

“Rupee” or “Rs.” shall mean the lawful currency of India.

“Sanction Letter” means sanction letter dated 22.09.2023 of the Lender as amended or modified from time to time.

“Statutory Auditors” or “Statutory Auditor” shall have the same meaning as Auditors.

“Taxes” shall mean any and all present or future taxes on, including gross receipts, sales, turn-over, value-add, use, consumption, property, income, franchise, capital, occupational, license, excise and documentary stamps and include customs and other duties, assessments or fees, howsoever imposed, levied, collected, withheld or assessed by any country or government subdivision thereof or any other taxing authority.

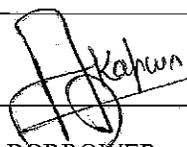
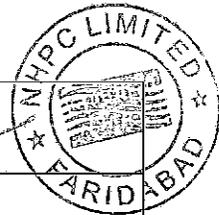
“Transaction Documents” shall mean collectively the Financing Documents.

“Upfront Fee” shall have the meaning given to it under Article 2.5.9 of this Agreement.

1.2 PRINCIPLES OF INTERPRETATION:

In this Agreement, unless the context otherwise requires:

- (a) unless the context otherwise requires, the singular includes the plural and vice versa;
- (b) the words ‘hereof’, ‘herein’, and ‘hereto’ and words of similar import when used with reference to a specific Article in, or Article to, this Agreement shall refer to such Article in, or Article to, this Agreement, and when used otherwise than in connection with specific Articles or Schedules, shall refer to this Agreement as a whole;
- (c) headings and the use of bold typeface shall be ignored in its construction;
- (d) a reference to a Article, Article or Schedule is, unless indicated to the contrary, a reference to a section of or schedule or a Article to this Agreement;
- (e) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (f) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

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- (g) references to the word "includes" or "including" are to be construed without limitation;
- (h) references to an agreement shall include all schedules, annexure and exhibits of such agreement and all of such schedules, annexure and exhibits shall be deemed to be an integral part of such agreement;
- (i) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (j) words importing a particular gender includes all genders;
- (k) any reference to a Government Authority shall be deemed to include a reference to any successor to such Government Authority or any organization or entity which has taken over the functions or responsibilities of such Government Authority;
- (l) references to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended;
- (m) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- (n) any consent or waiver required to be provided by the Lender or any of them shall mean the prior written consent or waiver of each of the Lender or such of those who have given such consent or waiver;
- (o) an Event of Default is "continuing" if it has not been waived;
- (p) reference to a "month" or "Month" shall, unless the context otherwise requires, mean a period beginning at 00:00 hours of the first day of the calendar month of a Gregorian Year and ending at 24:00 hours on the last day of such calendar month; and

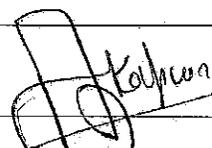
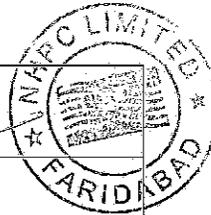
ARTICLE - 2
AGREEMENT AND TERMS OF FACILITY

2.1 FACILITY

The Borrower agrees to borrow from the Lender and Lender agrees to extend to the Borrower the corporate loan of Rs. 2000.00 Crores (Rupees Two Thousand Crores only) on the terms and conditions contained in this Agreement and Sanction Letter, for meeting the CAPEX requirement of the Company including partly recoupment of CAPEX already incurred ("**Purpose**").

2.1.1 USE OF PROCEEDS OF THE FACILITY

- (a) The Borrower shall apply the proceeds of each Drawdown under the Facility exclusively for the Purposes as aforesaid under multiple banking arrangement and shall submit end use certificate thereof.

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(b) Notwithstanding anything contained in any provision of any Financing Documents, the Lender shall not be bound to verify, monitor or enquire as to the purpose or application of the proceeds of any Drawdown, nor shall the Lender be responsible for the same in any manner. However, the Borrower shall use the proceeds of Facility only for the purpose mentioned Article 2.1.1(a) above.

2.2 AVAILABILITY PERIOD

Drawdowns under this Agreement shall be made only during the Availability Period in one of more tranches. Further, the obligation of the Lender to allow Drawdown under this Agreement shall be subject to the Borrower performing all its obligations and undertakings under all the Financing Documents and the Borrower's compliance with the Drawdown procedure stipulated by the Lender, including, the submission by the Borrower of all necessary information, documents etc., to the satisfaction of the Lender.

2.2.1 DRAWDOWN

(A) Drawdown Schedule

The drawdown under this Facility shall be done in one or more tranches as per its requirements as stipulated in the Drawdown Schedule herein as approved by the Lender.

(B) PROCEDURE FOR REQUESTING DRAWDOWN

The Borrower shall request for Drawdown against the Facility by delivering a 24 hours' notice ("Notice of Drawl") to the Lender. The Notice of Drawl shall narrate necessary particulars including the amount proposed to be drawn, purpose, details of account where the disbursement is to be made etc., to the Lender at the time of each drawdown. For availing second and subsequent drawl, the Borrower shall ensure:

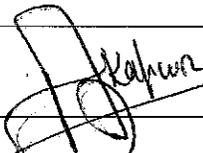
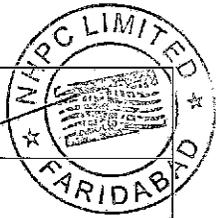
- i. No Event of default arises
- ii. There is no breach of any representation or warranty contained in the facility agreement
- iii. Absence of any Material Adverse Change

(C) RELIANCE ON NOTICES OF DRAWDOWN

The Lender shall be entitled (but not obliged) to rely and act upon any Notice of Drawl and any documents and/or information in connection with such Notice of Drawl, which appears on its face to have been duly completed notwithstanding that such notice, information of documents proves not to have been duly signed, genuine or otherwise incorrect in any respect.

2.2.2 MODE OF DRAWDOWN.

All disbursements shall be by RTGS transfer or any other mode of e-payment or through cheque(s) duly crossed and marked "A/c Payee Only" or may be directly credited to the Borrower Bank Account as per the instructions of the Borrower, so that the amount is available with the Borrower on the same day; the collection charges, if any, in respect of all such cheques/transactions will have to be borne by the Borrower. The Interest on the Facility will accrue as from the date of such electronic transfer.

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2.3 PAYMENTS

2.3.1 ADJUSTMENT OF OVERDUE

The Lender may deduct from sums to be lent to the Borrower any monies then remaining due and payable by the Borrower to the Lender. The Borrower hereby authorizes the Lender to deduct such sums from the amount of the Facility to be disbursed and the sums so deducted or adjusted shall be deemed to be Drawdown made by the Lender.

2.3.2 DUE DATE AND TIME OF PAYMENT

- (a) Interest for the month shall be payable on the 1st day of next month. If the Due Date in respect of any payment to be made by the Borrower under this Agreement and any other Financing Document does not fall on a Business Day then the Due Date for that payment shall instead be the immediately succeeding Business Day, i.e. next working day (For this clause working day means the day on which RBI is working in Mumbai). If the payment is received on a next working day to the Due Date (Due Date not being a Business Day), for the purpose of future Interest calculation etc. the payment shall be deemed to have been received on the Due Date only.
- (b) Each payment made after Due Date shall be deemed to have been made on the next succeeding Business Day.

2.3.3 PLACE AND MODE OF PAYMENT BY THE BORROWER

All payments to be made by the Borrower to the Lender in terms of the Financing Documents shall be made in Rupees, directly to the Lender at its Lending Office through means and in forms acceptable to the Lender.

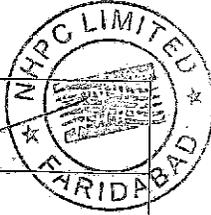
2.3.4 IMPOSTS, COSTS AND CHARGES AND REIMBURSEMENT OF EXPENSES

The Borrower shall bear and promptly pay, all such imposts, costs, charges (including, any confirmation charges), stamp duties, Taxes, penalties (including interest tax, GST or other taxes, if any) and such other additional levies/duties/charges as and when and in the manner required to be paid under Applicable Laws or as required by the Lender from time to time, over and above the rates mentioned in the Financing Documents.

2.3.5 APPROPRIATION OF PAYMENTS

- (a) Unless otherwise agreed to by the Lender, any payments made by the Borrower towards payments due and payable under this Agreement to the Lender shall be appropriated in the following order, viz:
- Interest
 - costs, charges, expenses and other monies incurred by the Lender;
 - Liquidated Damages (including penal interest if any);
 - Repayment Installment;
- (b) Notwithstanding anything contained in this Article 2.3.5(a) above, the Lender may, at its absolute discretion appropriate any payment in any manner towards its dues, payable by the Borrower under this Agreement subject to the provisions of the Sanction Letter which has already been accepted by the Borrower.

2.4 SET-OFF AND COUNTERCLAIM

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All payments made by the Borrower under the Financing Documents shall be made without any deduction, set off or counterclaim.

2.5 INTEREST & FEES

- 2.5.1 The Interest shall accrue from the date of the 1st Drawdown and the Borrower shall pay Interest to the Lender at the Applicable Interest Rate on the Interest Payment Date to the Lender on the amount outstanding from time to time, and on all monies accruing due under this Agreement and not paid on Due Dates. The first of such interest shall be payable on the first Interest Payment Date falling after the 1st Drawdown. Interest payable hereunder shall also be subject to prevalent RBI norms from time to time.
- 2.5.2 The Borrower shall, until the Facility is fully paid, pay to Lender, interest on the principal amounts of the Facility outstanding from time to time, at rate 3 months T-Bill + 0.80% p.a. with reset on first day of the month following completion of the quarter in which first disbursement takes place ("**Applicable Interest Rate**"). As on date, the applicable Bank's interest rate for its Facility is Current Effective Rate.
- 2.5.3 The first applicable interest rate shall be calculated based on benchmark rate one day before the first disbursement +0.80 %. This rate shall be applicable till the first reset.
- 2.5.4 The Borrower shall pay interest on the outstanding principal amount of the Facility on monthly basis on the first day of the month after commencement of Drawdown until the Final Settlement Date ("**Interest Payment Date**").
- 2.5.5 All rates of Interest mentioned herein are exclusive of any interest tax and/or other statutory duties and monies levied from time to time and payable under Applicable Law by the Borrower.
- 2.5.6 All Interest, default amount including but not limited to the Liquidated Damages shall accrue from actual/day to day and be calculated on the basis of the actual number of the days elapsed and a year of 365/ 366 days.
- 2.5.7 The Borrower hereby agrees and understands that there shall be no moratorium period for the payment of Interest.
- 2.5.8 The Borrower hereby agrees that the Interest shall be revised/ re-considered upon any deterioration in the external rating of the Borrower.

2.5.9 UPFRONT FEE

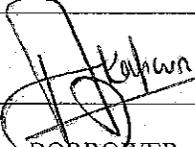
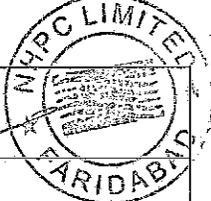
No upfront fee is payable by the Borrower to the lender in respect of the facility.

2.5.10 Commitment Charges

No Commitment charges shall be payable in the event of non-drawl of the loan as per the draw down schedule agreed.

2.6 TENOR OF FACILITY AND REPAYMENT

- (i) The Facility shall have the door-to-door tenor of 15 years including moratorium period of 24 months. The availability period is upto 31st March 2024 and repayment shall commence from the end of moratorium period of 24 (Twenty-four months from the date of first drawl.

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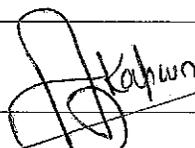
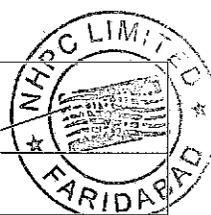
- (ii) The Rupee Term Loan is repayable in 156 monthly instalments (each a "Repayment Installment") commencing immediately after the end of Moratorium Period, more particularly detailed in **SCHEDULE - II** ("Repayment Schedule").
- (iii) The Lender may, in event of any default revise, vary or postpone the Repayment Installment for the time being or any part thereof.
- (iv) The last Repayment Installment of Lender together with all Obligations owed to the Lender shall be repaid in full to the Lender on the last Repayment Date for the Loan made by the Lender.
- (v) The Borrower agrees that it shall be entirely its responsibility to ensure prompt and regular payment of the principal amount and the Interest and all other amounts payable by the Borrower to Lender, in respect of the Facility, on the respective Due Dates and in the manner provided in this Agreement.
- (vi) The Borrower shall pay interest on the outstanding principal amount of the Facility on monthly basis on the last day of the month after commencement of Drawdown until the Final Settlement Date.
- (vii) The Borrower and the Lender subject to Article 2.3 shall not make any unilateral reductions or deductions from any Repayment Installment / Drawdown, payments of Interest, Liquidated Damages and all other monies payable under this Agreement, for any reason whatsoever. Any such unilateral deduction made by the Borrower/Lender shall be construed as an Event of Default under this Agreement and applicable provisions shall accordingly apply.

2.6.1 PREMATURE REPAYMENT

- (i) No prepayment premium shall be payable by the Borrower in case if the pre-payment is made, provided a 30 days prior notice has been duly provided to the Bank.
- (ii) Further, The Borrower shall prepay, the outstanding principal sum of the loan in full or in part, together with interest on that amount provided that the Bank shall have received from the borrower not less than 30 days prior written notice specifying the amount to be prepaid and the date of prepayment.
- (iii) The Borrower shall foreclose the loan agreement any day before the disbursement of full loan amount, provided that the Bank has received from the borrower not less than 30 days prior written notice specifying the date of foreclosure without any foreclosure charge. The prepayment shall be without any prepayment charges.

2.7 LIQUIDATED DAMAGES ON DEFAULT AMOUNTS

- (a) If the Borrower commits any default in payment of any Repayment Installment(s), Interest and all other monies (excluding Liquidated Damages), as the case may be, becoming due under this Agreement / other Financing Documents, on their respective Due Dates (the "Defaulted Amounts"), the Borrower shall pay to the Lender, liquidated damages/default interest at the rate of 1.00% (one percent) per annum, on the irregular portion of the Installments / unpaid interest for the period of default to be counted from the due date of interest or installment. ("Liquidated Damages").

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- (b) Liquidated Damages shall be payable on demand and in the absence of any such demand on the next Interest Payment Date occurring after the date of default.
- (c) The Borrower hereby acknowledges that Liquidated Damages are reasonable, and they represent genuine pre-estimates of the loss incurred by the Lender in the event of non-payment by the Borrower.

2.8 CONDITIONS PRECEDENT

2.8.1 CONDITIONS PRECEDENT TO INITIAL DRAWDOWN/ DISBURSEMENT:

The Lender may disburse the Facility subject to the Borrower complying with the Conditions Precedent to the satisfaction of the Lender, including but not limited to the following:

- i. The Borrower shall have furnished to the Bank, certified true copies of all authorizations including but not limited to Board Resolutions of the Borrower required for availing the said Facility.
- ii. The Borrower shall have furnished to the Bank, certified true copies of constitutional documents viz MOA, AOA, Certificate of Incorporation etc., and other documents and shall confirm any provision contained in any document any document, by which the borrower is bound, or any law, rule or regulation directly or indirectly shall not restrict the borrower's borrowing power or authority or ability to borrow loans from lenders as required for KYC compliance of Bank.
- iii. The Stamp Duty shall be borne by the Borrower.
- iv. The Borrower shall furnish an undertaking that all statutory/non-statutory approvals and clearances as required under existing laws and applicable to the industry shall be obtained and maintained at all times.

**ARTICLE – 3
SECURITY**

3 SECURITY FOR THE SECURED OBLIGATIONS

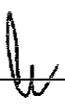
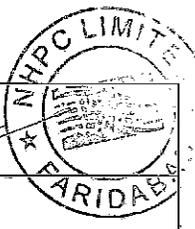
3.1 This Facility together with interest, default interest, additional interest, liquidated damages and other fees/charges shall be secured by way of:

- i. A first pari-passu charge on all present and future moveable and/or immovable fixed assets of Subhansiri Lower – Arunachal Pradesh project of the Borrower Company to the extent of in place of minimum-security cover of 1.00 times of the outstanding amount of Loan.

Further, only fixed assets shall be considered for security coverage and the Borrower shall ensure that the security cover is maintained at the rate of 1.00 times of the outstanding Loan amount as per Bank's guidelines.

The Security shall be perfected within 90 (ninety) days from the date of first disbursement of the Loan. If the security is not created / perfected within the stipulated time period as per the Security Clause, the Borrower shall pay additional interest of 1% p.a. on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected.

ARTICLE – 4

  LENDER	  BORROWER
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BORROWER'S REPRESENTATIONS AND WARRANTIES

Borrower shall be deemed to have assured, confirmed and undertaken as follows in order to urge and make Lender to enter into this Agreement. Each of the following representations, warranties and undertakings shall be deemed to have been made as of the date hereof, as of each Drawdown Date, as of each Interest Payment Date and as of each Repayment Installment other than those made as of a particular date. These representations and warranties shall survive the execution and delivery of and also termination of this Agreement and other Financing Documents till the Final Settlement Date.

4.1 CORPORATE STATUS

The Borrower

- (i) is a duly organized and validly existing Government of India Enterprise incorporated in India under the Companies Act, 1956.
- (ii) has the power and authority to, (i) own, acquire and possess its property and assets; (ii) transact the business in which it is engaged or proposes to be engaged; (iii) execute, deliver, consummate the transactions and perform its obligations contemplated under this Agreement.

4.2 CORPORATE POWER AND AUTHORITY

The Borrower has the corporate power and authority to execute and deliver this Agreement and has taken all necessary corporate actions (including affixation of the common seal, where required) to authorize the execution, delivery and performance by it of this Agreement as have been executed and delivered as of each date this representation and warranty is made or deemed made.

4.3 CORPORATE DOCUMENTS AND AUTHORIZATIONS

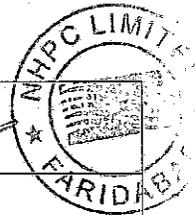
The Borrower has provided to the Lender the following corporate documents:

- (a) an up-to-date copy of the constitutional documents;
- (b) certified true copy of the resolutions / order / note / authority of the Borrower-
 - (i) approving the terms and execution of, and the transactions contemplated by the respective Transaction Documents;
 - (ii) authorizing, the affixation of the common seal on respective Transaction Documents, and/or authorising a member or other authorised executives to execute respective Transaction Documents; and
 - (iii) authorising a Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with respective Transaction Documents.
- (c) a copy of the Borrower's most recent audited accounts and auditor's report;

4.4 SANCTION LETTER

The Borrower unconditionally and unequivocally accepts all the stipulated terms & conditions contained in the Sanction Letter and as amended from time to time.

4.5 NO VIOLATION

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The execution and delivery by the Borrower of this Agreement, and its compliance with or performance of the terms and provisions of this Agreement (including use of the proceeds of any Drawdown) does not and will not:

- (i) contravene, any provision of any Applicable Law, clearance or any order, writ, injunction or decree of any court or Governmental Authority binding on it or any of its assets;
- (ii) conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute an Event of Default (howsoever such term is defined or described) under this Agreement or any other deed, agreement, contract, indenture, credit agreement, or any other agreement, contract or instrument / arrangement to which Borrower is a party or by which it or any of its property or assets is bound or to which it may be subject;
- (iii) result in the creation or imposition (or the obligation to create or impose) any Security Interest upon or in respect of any of the properties or assets now owned or hereafter acquired by the Borrower; or
- (iv) violate any provisions of its constitutional documents /Applicable Laws.

4.6 TAX RETURNS AND PAYMENTS

The Borrower has filed all tax returns required by Applicable Law and within the time period required by the Applicable Laws and has paid all Taxes and fees payable by it, within the time period required by Applicable Law, which have become due, pursuant to such tax returns and all other taxes or otherwise, other than those not yet delinquent or payment of which has been contested in good faith. The Borrower is not in arrears of any public undisputed demand such as Income-tax, corporation tax, and all other taxes and revenues and any other statutory dues payable to the central or state governments or any local or other authority.

4.7 COMPLIANCE WITH STATUTES

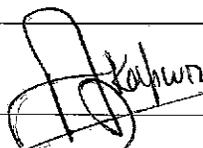
- (a) The Borrower is in compliance in all respects with all Applicable Laws including those which are necessary or desirable in respect of the conduct of its business and borrowing of the Facility.
- (b) It has ensured that this Agreement is in proper legal form under the laws of India.

4.8 MATERIAL ADVERSE EFFECT

- (a) There are no facts or circumstances, conditions or occurrences, which could collectively or individually result or be expected to result in Material Adverse Effect;
- (b) There has been no material adverse change in its business or financial condition.

4.9 REPETITION OF REPRESENTATION AND WARRANTIES

- (a) The representation and warranties set out in this Article 4 shall be true and shall be deemed to be repeated with reference to the facts then subsisting on each Drawdown Date, as well as on each day till the Obligations are fully paid to or realized by the Lender.
- (b) It confirms that the representation and warranties set out in the Financing Documents shall be true, correct and complete in all respects with the same force and effect as though such representations and warranties have been made on and as of such date and on each Drawdown Date, each Interest Payment Date and each Repayment Date other than those made as of a particular date, which representations and warranties shall survive the execution and delivery of this

  LENDER	  BORROWER
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Agreement and the making of the Drawdown under the Financing Documents till the Final Settlement Date.

4.10 REGISTRATION AND FILING

All registrations, recordings, filings and notarizations of all the Transaction Documents and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required or desirable to be paid by Borrower or any other Person to ensure the legality, validity, binding effect, enforceability or admissibility in evidence of the Transaction Documents have been so made.

4.11 INSURANCE

All Insurance Contracts required under this Agreement are in full force and effect and have been maintained (including timely payment of premia and other charges) in compliance with the terms and conditions of the Financing Documents; The Borrower has complied with all its obligations under the Insurance Contracts and no event or circumstances has occurred nor has there been any omission to disclose a fact which in any such case would entitle any insurer to avoid or otherwise reduce its liability thereunder to less than the amount provided in the relevant policy and insurance coverage provided by such insurance.

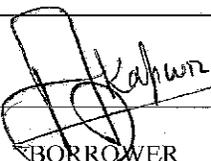
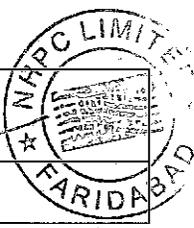
4.12 JURISDICTION/GOVERNING LAW

- a) The Bank and the Borrower agree that any legal action and proceeding arising out of this Agreement irrespective of the place of execution shall be brought to the Competent Court of judicature / Tribunal at New Delhi, India and irrevocably submits itself to the jurisdiction of such Court or Tribunal. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement against the Borrower in a court, tribunal or any other appropriate forum in India.
- b) Nothing contained in this Section 4.12, shall limit any right of the Secured Parties to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- c) The Agreement shall be governed by and construed in accordance with the laws of India.

4.13 NO CLAIMS AND LIABILITIES OTHER THAN THOSE DISCLOSED

The Borrower does not have any claims or liabilities including, without limitations, provident fund or labour dues, income / corporate or other taxes, duties, levies or cesses, royalties, license fees, lease rentals, interest costs, penal levies, default rates, damages, claims, penalties etc.(whether present, future or contingent) which are not expressly disclosed either:

- (i) in the Borrower's last audited balance sheet furnished to the Lender;
- (ii) otherwise to the Lender in writing as "off-balance sheet liabilities"; or
- (iii) in any other written communication to the Lender.

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ARTICLE 5
CONDITIONS APPLICABLE DURING CURRENCY OF THIS AGREEMENT

5.1 INFORMATION COVENANTS

The Borrower shall furnish to the Lender the following reports, statements and information and such other reports and information the Lender may require at any time or from time to time.

5.1.1 NOTICE OF DEFAULT

Promptly, and in any event not later than 5 (five) Business Days after the Borrower becomes aware or should with due and reasonable enquiry would have obtained knowledge that any event of default under any other financing agreement with any other lender has occurred and/or is continuing, provide to the Lender, notice of such event of default, describing the same in reasonable detail and what action the Borrower has taken, is taking or proposes to take to cure such Event of Default.

5.1.2 OTHER INFORMATION

The Borrower shall furnish such other information regarding the business, affairs, prospects, assets or condition (financial or otherwise) of the Borrower as the Lender may request from time to time.

5.2 POSITIVE COVENANTS

The Borrower covenants, undertakes and agrees to abide by and ensure continued compliance of the following on and from the date of this Agreement and until the Final Settlement Date, unless otherwise agreed by the Lender:

5.2.1 INSPECTION

The Bank would have the right to examine at all times the Borrower's books of accounts and to have the Borrower's factories/ on-going projects/ premises inspected from time to time by officers of the Bank or qualified auditors/ technical consultants or management consultants of the Bank's choice. The cost of the same shall be borne by the Borrower.

5.2.2 COMPLIANCE WITH LAWS AND APPROVALS

The Borrower shall comply in all respects with all Applicable Laws in relation to the conduct of its business.

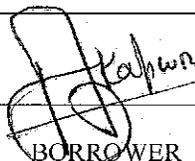
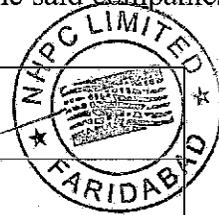
5.2.3 INSURANCE BY THE BORROWER

The Borrower shall keep its assets insured or keep adequate insurance reserve for the same as per its approved policy.

5.2.4 LOSS OR DAMAGE

The Borrower shall promptly inform the Lender of any loss or damage which the Borrower may suffer due to any Force Majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Borrower may not have insured its properties.

5.2.5 The Borrower shall keep the Lender advised of any circumstance adversely affecting the financial position of its subsidiaries/ group companies or companies in which it has invested, including any action taken by any creditor against the said companies

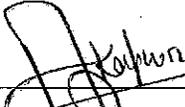
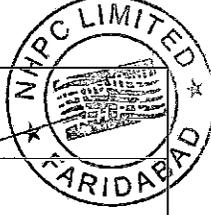
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legally or otherwise.

5.2.6 Mandatory Covenants

The Borrower agrees, confirms and undertakes that: -

- i. It shall submit the end use certificate duly signed by authorized signatory of the Borrower within 45 days from the date of disbursement of respective tranche of Facility.
- ii. It shall take adequate and reasonable risk cover at all times for its moveable and/or immovable fixed assets of the projects for which loan is availed.
- iii. if required by law, the Lender shall disclose to banks/ RBI/ Government Credit Information Bureau of India Ltd. and any other statutory authorities information in connection with the Facility granted to the Borrower.
- iv. No further Drawing shall be made after the occurrence of an Event of Default (As described in other Conditions) and the Bank shall be entitled at any time after the occurrence of an Event of Default by notice in writing to the Borrower to declare that the loan and all interest and all other sums payable pursuant to this Agreement have become immediately due and payable and the Borrower shall immediately pay the same to the Bank.
- v. In the event that the Loan shall be declared immediately due and payable, the Borrower shall reimburse the Bank for all losses and expenses incurred by the Bank in consequence of the Event of Default and/or of the acceleration of the Loan, including those incurred in liquidating or employing deposits from third parties acquired to effect or maintain the Loan or any part of it. The certificate of the Bank as to the amount of such losses and expenses, shall in the absence of manifest error, be conclusive.
- vi. any additional terms/ modification in terms required as per changes in statutory/ regulatory/ policy guidelines shall be acceptable by the borrower.
- vii. It shall use the loan for the purpose for which it is being sanctioned and shall not divert any part of the loan to capital market or any other investment and an undertaking to the effect must be submitted. The facility is liable to be recalled in case of deviation in this regard is observed. As per RBI guidelines, where a borrower has not utilized the finance from the Bank for the specific purpose for which finance was availed of, a wilful default would be deemed to have occurred.
- viii. It shall forward to the Bank audited financial statements within 30 days of its Audit.
- ix. It shall keep the Bank advised of any circumstances adversely affecting the financial position of the subsidiary company(ies) if any including any action taken by any creditor against the subsidiary Company(ies).
- x. The lenders shall keep the Bank informed of the happening of any event likely to have substantial effect on the company.
- xi. External Credit Rating (ECR) report within 3 months from the date of sanction of the facility and the Bank's name along with credit exposure from our Bank shall be included.
- xii. It shall acquire external credit rating for the proposed Facility from an approved Credit Rating Agency from time to time.

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- xiii. It shall ensure compliance of guidelines on opening of current accounts with Banks in line with RBI circular no RBI/2022-23/27, DOR.CRE.REC.23/21.08.008/2022-23 dated 19.04.2022.
- xiv. The Lenders shall have a right to monitor the operations of the company during the currency of the Financial Assistance
- xv. It shall authenticate the details of borrowing to Registered Information Utilities (IU), like National e-Governance Services Ltd (NeSL). Necessary charges in this regard are to be borne by the borrower.

Status "Deemed to be Authenticated" (by NeSL): As per Gazette notification no. No. IBBI/2019-20/GN/REG046 on 25th July 2019, corporate debtor remains recalcitrant and does not take any action to authenticate information presented (i.e. does not respond even after 3 reminders (emails) to it by NeSL-IU) IU (NeSL) will record the status of authentication as "Deemed to be Authenticated" as Yellow colour in the record.

- xvi. It shall keep the lenders informed during the currency of the Corporate Loan, with respect to the following:
- Effect any change in the capital structure, including proposed Equity and Debt patterns;
 - Formulate any scheme of amalgamation or reconstruction;

5.2.7 CREDIT RATING

The Borrower shall ensure to obtain at its own cost a long-term credit rating for its borrowings from an accredited credit rating agency viz., CRISIL/CARE/ICRA/India Ratings/Brickwork. The rating shall be obtained and furnished to the Lender within 3 months from the Initial Drawdown. Thereafter, the rating shall be obtained and furnished by the Borrower to the Lender at annual intervals.

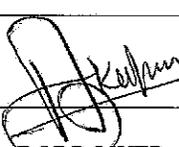
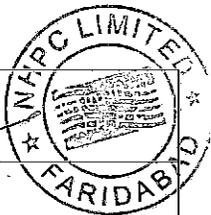
5.3 NEGATIVE COVENANTS

The Borrower undertakes covenants and agrees that, on or from the date hereof until the Final Settlement Date, the Borrower shall comply with the following:

- 5.3.1 The Borrower shall not, without the prior written approval of the Lender, Utilize the funds raised under this Agreement towards any end-use other than the Purpose mentioned herein above.

5.4 DISCLOSURE OF INFORMATION

- The Borrower hereby agrees that in case of Borrower committing default in repayment of the principal amount of the Facility or payment of interest and other monies payable under this Agreement on Due Dates, the Bank and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name of the Borrower and of its directors as defaulters in such manner and through such medium as the Bank and/or Reserve Bank of India may think fit.
- The Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such information and data relating to the Borrower or to the Facility or defaults, if any, committed by the Borrower in discharge of its obligations thereunder, as the Bank may deem appropriate and necessary to the Reserve Bank of India and the TransUnion Credit Information Bureau (India) Limited and any other agencies or institution authorized in this behalf by the Reserve Bank of India/Government.

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- (iii) The Borrower hereby further undertakes that-
- (a) the TransUnion Credit Information Bureau (India) Limited and any other agency so authorized by the Reserve Bank of India may use, process the said information and data disclosed by the Bank; and
 - (b) the TransUnion Credit Information Bureau (India) Limited and any other agency may furnish consideration, the processed information and data or products thereof prepared by them to Bank and other credit grantors as may be specified by the Reserve Bank of India in this behalf.
 - (c) all information and data furnished by the Borrower to the Bank from time to time shall be true and correct
- (iv) The Borrower hereby agrees that the Bank may, at their sole discretion, disclose such information to any bank/institution(s) in connection with the Facility granted to the Borrower.
- (v) The Borrower further understands that as a pre-condition, relating to grant of the Loan to Borrower, the Bank, requires the Borrower's consent for disclosing / submitting the, "financial information" as defined in section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with relevant Regulations / Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, to any "Information Utility" ("IU") as defined in section 3(21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the "financial information" submitted by the Lender, as and when requested by the concerned "IU".

Accordingly, the Borrower hereby agrees and gives consent that it shall have no objection in regard to the Bank's giving the financial information and information relating to its assets to Information Utility

ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES

6.1. EVENTS OF DEFAULTS

For the purpose of this Agreement, each of the following events shall constitute an **Event of Default**:

(a) **Default in Payment of Principal**

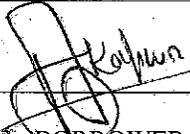
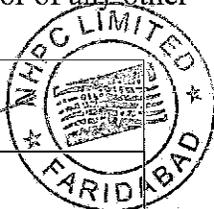
Default by the Borrower in the payment of any Repayment Installment on any Due Date.

(b) **Default in Payment of Interest etc.**

Default by the Borrower in payment of any of Interest on the Facility on any Interest Payment Due date, i.e., on the next working day of the date of application of interest in the account.

(c) **Default in Performance of Covenants and Conditions**

Default has occurred in the performance or observance of any covenant, condition, warranty or provision contained in this Agreement or of any other

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Transaction Document excluding Financial Covenants after the cure period of 30 days.

(d) Winding Up, Bankruptcy and Dissolution

(i) If Borrower takes any step to initiate a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a trustee, receiver, liquidator, administrator, manager, assignee (or similar official) for any part of its assets or property or declares a general moratorium on the payment of indebtedness.

(ii) If an involuntary proceeding against Borrower has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a trustee, receiver, liquidator, assignee (or similar official) for any part of its assets and/or property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other Government Authority.

(iii) Borrower has taken or suffered to be taken any action towards its liquidation or dissolution.

(e) Unable to Pay Debts:

The Borrower is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors.

(f) Change of Business:

The Borrower ceases or threatens to cease its operations or in the opinion of the Bank there is a Material Adverse Effect in the business of the Borrower from that carried on at the date hereof, or in the financial condition.

(g) Failure or Repudiation:

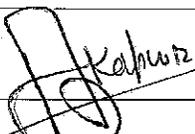
The Borrower fails to perform and observe any of its obligations under this Agreement or the Borrower repudiates this Agreement or any term thereof.

(h) Unlawfulness:

It becomes unlawful for the Bank to make maintain or fund the Loan as contemplated in this Agreement or at any time it is or becomes unlawful for the Borrower to perform or comply with any or all its obligations hereunder or any of the obligations expressed as being assumed by the Borrower under this Agreement ceases to be valid, legal, and binding and enforceable against the Borrower in accordance with its terms.

(i) Ranking:

At any time, the claims of the Bank against the Borrower under this Agreement do not rank at least pari-passu with all its other present and future with respect to

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similar facility except for obligations mandatorily preferred by law in India applying to companies generally.

(j) Incorrect Representation:

Any representation or warranty made by the Borrower pursuant to this Agreement or in any statement delivered or made pursuant to it is knowingly incorrect when made.

6.2. CONSEQUENCES OF DEFAULT

On and any time after the occurrence of any one or more Event(s) of Default, which is continuing and not cured by Borrower within such time as permitted by the Lender in its sole discretion (but not obliged to), the Lender shall, without prejudice to any rights and remedies they may have under the Financing Documents and/or under any Applicable Law and/or under any other contract and/or otherwise, has the right to terminate its Commitment and accelerate the payment obligations of the Borrower under this Agreement and in exercise of such rights and remedies take one or more of the following actions:

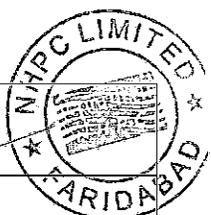
- (i) give 30 days' notice of an Event of Default, in which case all Commitment and obligations of the Lender to make available the Facility under this Agreement, shall be terminated forthwith;
- (ii) declare the unpaid principal amount and Interest in respect of the Facility and all other Obligations and all other amounts accrued or payable by the Borrower hereunder and under the Financing Documents to be forthwith due and payable, whereupon such amounts shall become forthwith due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding;
- (iii) exercise such other remedies as permitted or available under Applicable Law in the sole discretion of the Lender;
- (iv) impose such other terms and conditions as may be decided by the Lender.

6.3. OTHER CONSEQUENCES OF DEFAULT

- (i) On the happening of any of the Events of Default as specified in Article 6.1 and so long as any such event subsists, in addition to the rights specified in Article 6.2 the Lender shall be entitled to further take one or more of the following actions:

A. Right to disclose name to the Reserve Bank of India

In the event of the Borrower committing any default in payment, repayment or reimbursement, as the case may be, of the Obligations, the Lender shall have an unqualified right (i) to disclose the name of the Borrower and its Directors / members to RBI and / or TransUnion CIBIL. The Borrower hereby gives consent to the Lender, RBI and / or TransUnion CIBIL to publish the Borrower's name and its directors / members as defaulters in such manner and through such medium as the Lender or RBI or TransUnion CIBIL may deem fit in this respect.

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The Lender shall have the right to initiate appropriate proceedings for recovery of its dues by invoking the jurisdiction of Debts Recovery Tribunal under the Recovery of Debts due to Banks and Financial Institutions Act, 1993 or taking appropriate action under Insolvency and Bankruptcy Code, 2016 at its / its sole discretion, in addition to taking further action or actions under any other statute in force.

B. Consent of Borrower for the disclosure of information and data by Lender.

- (i) The Borrower understands that as a pre-condition, relating to grant of the Facility to the Borrower, the Lender require Borrower's consent for the disclosure by the Lender of, information and data relating to Borrower, of the credit facility availed of/to be availed, by the Borrower, obligation assumed/to be assumed, by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Lender of all or any such,
- a. information and data relating to the Borrower;
 - b. the information and data relating to any credit facility availed of/to be availed, by the Borrower other than under this Agreement, and
 - c. default, if any, committed by the Borrower, in discharge of such obligation, as the Lender may deem appropriate and necessary, to disclose and furnish to the TransUnion CIBIL any other agency authorized in this behalf by RBI.

The Borrower declares that the information and data furnished by the Borrower to the Lender is true and correct.

Further, the Borrower also undertakes that:

- a. TransUnion CIBIL and other agency so authorized may use and/or process the said information and data disclosed by the Lender in the manner as deemed fit by them; and
- b. The TransUnion CIBIL and other agency so authorized may furnish for consideration, the processed information and data for products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- c. The Borrower agrees that:
 - i. The Lender may disallow drawing from the Facility beyond the sanctioned limits.
 - ii. The Lender may dishonour / return cheques issued for the purpose other than specifically stated in the sanction letter of the Lender and this Agreement.
 - iii. The Lender may disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this Agreement.
 - iv. The Lender does not have an obligation to meet further requirements of the Borrower on account of restrictions imposed by statutory bodies, viz, RBI, Government of India etc.

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6.4. CONSENT ARTICLE

Notwithstanding anything contained hereinabove, the Borrower confirms having agreed that the Lender reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice;

- (a) in case the limits / part of the limits is not utilized by the Borrower, and/or
- (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or
- (c) in case of non-compliance of terms and conditions of sanction".

6.5. EXPENSES OF PRESERVATION OF ASSETS OF BORROWER AND OF COLLECTION

All costs and expenses incurred by the Lender after an Event of Default has occurred in connection with preservation and maintenance of the Borrower's assets and / or properties including Secured Assets (whether then or thereafter existing) and collection of amounts due under this Agreement shall be payable by the Borrower.

ARTICLE 7 MISCELLANEOUS

7.1 BENEFIT OF AGREEMENT

This Agreement shall be binding upon and inure the benefit of and be enforceable by the respective successors and assigns of the Parties hereto; provided, however, that the Borrower shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of Lender. The Lender may transfer or assign all or any part of the Facility without recourse or consent or approval of the Borrower.

7.2 INDEMNITY

Notwithstanding anything to the contrary, the Borrower hereby agrees to indemnify the Lender and their respective officers, representatives and agents against any loss or expenses sustained or incurred by them as a result of:

- a) the Borrower failing to comply with the provisions of any Financing Documents and Applicable Laws; and / or
- b) the Borrower failing to take necessary action to protect the Lender' interests
- c) the occurrence of any Event of default; and / or
- d) any delay in payment of any sums payable or reimbursable by the Borrower to the Lender under or pursuant to this Agreement
- e) levy by any Government Authority of any charge, tax or penalty in connection with regularizing or perfecting any of the Financing Documents as may be required under Applicable Law at any time during the currency of the Facility, or getting any of the Financing Documents admitted into evidence, or relying on any Financing Documents for proving any claim; and/or
- f) the exercise of any of the rights by the Lender under this Agreement and any of the Financing Documents.

7.3 ACCOUNTS, CALCULATIONS AND EVIDENCE OF DEBT

The Borrower hereby agrees that:

- i. The accounts maintained by the Lender in accordance with the usual practice, shall be used as evidence of the matters to which they relate including the amounts owing to them under the Transaction Documents.

  LENDER	  BORROWER
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ii. Any certification or determination by the Lender of a rate of calculation of any amount under this Agreement and the Transaction Document shall be used as evidence of the rate of amount to which it relates.

iii. In any Legal Proceedings arising out of or in connection with this Agreement and the Transaction Documents, the entries made in the accounts maintained by the Lender shall be used as evidence of the existence and amount of obligations of the Borrower as therein recorded.

However, the Borrower may bring to the notice of the Lender any disputed entries appearing in the account.

7.4 SEVERABILITY

Any provision of this Agreement or any Transaction Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Agreement or the Transaction Document or affect such provision in any other jurisdiction.

7.5 SURVIVAL

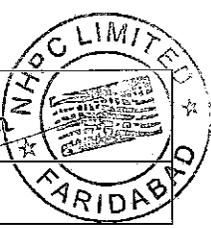
- (a) This Agreement shall be in force until all the monies payable under this Agreement have been fully and irrevocably paid in accordance with the terms and provisions hereof, provided that all indemnities set forth in this Agreement and in the Transaction Documents shall survive till Final Settlement Date.
- (b) The obligations of the Borrower under the Financing Documents will not be affected by:
- (i) any unenforceability, illegality or invalidity of any obligation of any Person under a Transaction Document; or
 - (ii) the breach, frustration or non-fulfillment of any provisions of, or claim arising out of or in connection with a Transaction Document.

7.6 DELAY NOT TO IMPAIR THE RIGHTS OF THE LENDER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any Default by the Borrower under this Agreement and/or any of the Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default shall affect or impair any right, power or remedy of the Lender in respect of any other default.

7.7 NOTICES

- (a) Except as otherwise expressly provided herein or in any other Financing Document, all notices and other communications provided for hereunder or thereunder shall be: (i) in writing (including email, telex and telecopier, except as noted below); and (ii) emailed, telexed, telecopied or sent by a Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto at its address and contact number specified in **SCHEDULE – III** hereof, or at such other address and contact number as is designated by such party in such Financing Document or at such other address and contact number as is designated by such party in a written

 LENDER		 BORROWER	
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notice to the other parties hereto or thereto.

- (b) All such notices and communications shall be effective: (i) if sent by telex, when sent (with the correct answerback); (ii) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number); (iii) if sent by Person, when delivered, (iv) if sent by courier, (a) 5 (five) Business Days after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; and (v) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any notice or communication to the Lender shall be effective only on actual receipt by the officer of any such Person for whose attention the notice or communication has been expressly marked.

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

7.8 RIGHT OF SETOFF AND LIEN

In addition to any rights now or hereafter granted under Applicable Law or otherwise, and not by way of limitation of any such rights, upon the occurrence and continuation of an Event of default, the Lender is authorized by the Borrower at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Borrower or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any Permitted Investments at any time held or owing by Lender (including, without limitation, by any branches and agencies other than the Lending Office of Lender) to or for the credit or the account of the Borrower against and on account of the obligations and liabilities of the Borrower to Lender under this Agreement or under any of the other Facility documents or, and all other claims of any nature or description arising out of or connected with this Agreement or any Facility document, irrespective of whether or not Lender shall have made any demand with respect thereto.

7.9 TRANSFER BY THE BORROWER

The Borrower shall not assign, transfer or novate any interest in, or any rights to and/or obligations under any Financing Document to which it is a party without the prior written consent of Lender

7.10 ASSIGNMENT

The Lender shall alone have the right to assign the Facility, receivables, benefits and rights and any other interest created in its favour under this Agreement, without prior concurrence or intimation to the Borrower, to any other bank / financial institution/ third party. However, this assignment will not create any additional liability to the Borrower.

7.11 EFFECTIVENESS

  LENDER	  BORROWER
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This Agreement shall become binding on the Parties hereto on and from the date first above written and shall be in force and effect till all the Obligations are fully paid off.

7.12 DOCUMENTS

All documents to be furnished or communications to be given or made under this Agreement or any other Transaction Document shall be in English or if any other language, shall be accompanied by a translation into English certified by a representative of the Lender, at the expense of the Borrower, which translation shall be the governing version between the Borrower and the Lender.

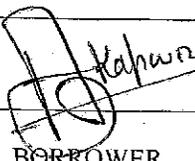
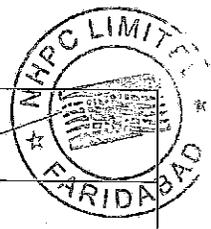
7.13 NO WAIVER; REMEDIES CUMULATIVE

- a. No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under any other Financing Document and no course of dealing between the Borrower, on the one hand, and the Lender on the other hand, shall impair any such right, power or privilege or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Financing Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or there under. The rights, powers and remedies herein or in any other Financing Document or expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Lender would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Lender to any other or further action in any circumstances without notice or demand.
- b. Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner;

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

7.14 EXECUTION DATE

Any reference to the date of this Agreement shall mean the Execution Date which is the date of signing of this Agreement.

  LENDER	  BORROWER
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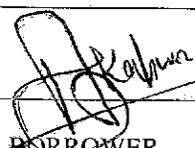
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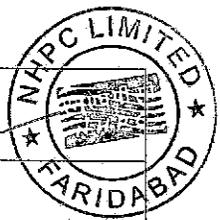
**SCHEDULE - I
DRAWDOWN SCHEDULE**

The said Loan of Rs. 2000.00 Crores (Rupees Two Thousand Crores only) shall be drawn in one or more tranches as per the requirement of the Borrower Company as approved by the Bank.

**SCHEDULE - II
REPAYMENT SCHEDULE**

The Loan of Rs. 2000.00 Crores (Rupees Two Thousand Crores only) is repayable in 156 monthly instalments. The first quarterly instalments shall be repayable after the end of moratorium period of 24 months.

	
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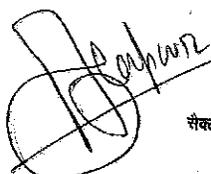
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**SCHEDULE III
DETAILS FOR NOTICES**

S. No	Name of Party	Address	Email	Contact No.
1.	Lender	M-35, Ground Floor, Outer Circle, Connaught Place, New Delhi-110001	<u>Ubin0579301@unionbankofindia.bank</u>	011-23410382
2.	Borrower	NHPC office Complex, Sec 33 Faridabad, Haryana-121003	<u>nhpcbndsection@nhpc.nic.in</u>	0129-2254677

IN WITNESS WHEREOF the Borrower has caused its Common Seal to be affixed hereto on the day, month and year first hereinabove written and the Lender has caused the same to be executed by the hands of its authorized official as hereinafter appearing.

SIGNED, SEALED AND DELIVERED by the within named **NHPC LIMITED** by the hand of Shri Anuj Kapoor, Executive Director (Finance) /Authorized Signatory, authorized to sign under Board Resolution dated 28.03.2023.


अनुज कपूर
ANUJ KAPOOR
 कार्यपालक निदेशक (वित्त)
EXECUTIVE DIRECTOR (FINANCE)
 एनएचपीसी लिमिटेड/NHPC Limited
 (भारत सरकार का उद्यम)
 सेक्टर-33, फरीदाबाद/Sector-33, Faridabad-1210 03

The **COMMON SEAL** of **NHPC LIMITED** has been hereunto affixed pursuant to the resolution of its Board of Directors passed at the Meeting held on 28.03.2023 in the presence of its Directors and Company Secretary, who has set his signatures hereto in token thereof.



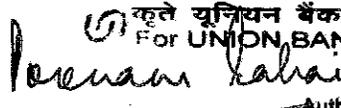
निदेशक (तकनीकी) / Director (Technical)
एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

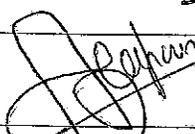


उत्तम लाल / UTTAM LAL
निदेशक (कार्यिक) / Director (Personnel)
एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad


रुपा देव / RUPA DEB
कम्पनी सचिव / Company Secretary
एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

SIGNED SEALED AND DELIVERED BY the within named Lender, **UNION BANK OF INDIA** by the hand of Ms. Poonam Sahai, AGM.


पूनाम साहै
 Authorised Signatory
 सी.बी.आई. नई दिल्ली / L.C.B.-II New De

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एन एच पी सी लिमिटेड
(भारत सरकार का उद्यम)
NHPC Limited
(A Govt. of India Enterprise)
(Formerly National Hydroelectric Power Corporation Ltd.)

ISO-9001 & 14001 Certified Company

CIN-L40101HR1975GOI032564

Contact Us - 0129-2250437,2270603 Fax 0129-2270902

Email ID: nhpcbondsection@gmail.com

NH/FIN/DFS/2017-18/689

June 01, 2017

Mr. Badsha, AGM,
Union Bank of India
73-74, Sheetla House,
Nehru Place, New Delhi-110019.

Sub: Prepayment of Term Loan.

Ref: 1. Term Loan Agreement dt. 02.02.2012.
2. Your Sanction Letter No. NHPC/01/12 dt. 19.01.2012.

Dear Sir,

With reference to the Term Loan Agreement dt. 02.02.2012 and Sanction Letter No. NHPC /01 /12 dt. 19.01.2012, NHPC has drawn a term loan amounting to Rs. 150 crs. as per the following details:

S.No.	Amount of Term Loan drawn (In Rs. Crs.)	Present applicable Rate of Interest	Repayment Terms	Outstanding Amount of Term Loan as on 31.05.2017 (In Rs. Crs.)
1.	150.00	9.30%	48 Quarterly Installment from 03-Feb-15	118.75

In view of above, it is to inform that management has decided to prepay the term loan taken by NHPC Ltd. from your bank present outstanding amount on principal part is Rs 237.50 Crores without any prepayment charges as per pt.3 of Term Loan Agreement dt. 02.02.2012.

The principal outstanding amount of Rs.118,75,00,000/- along with interest for the period from 01.06.2017 to 05.06.2017 shall be paid on 06.06.2017.

Further, you are also requested to suggest us the concerned person to facilitate us in satisfaction of charge later thereof.

Thanking you,

Yours faithfully,

(Anuj Kapoor)
Chief (Finance)

Regd. Office :N.H.P.C Office Complex, Sector – 33, Faridabad -121003 (Haryana)
Website: www.nhpcindia.com

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 19/06/2024

Certificate No. G0S2024F4309



Stamp Duty Paid : ₹ 101

GRN No. 117921432



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nhpc Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 97*****80



Buyer / Second Party Detail

Name : Bank Of Baroda

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 97*****80

Purpose : GENERAL AGREEMENT

The authenticity of this document can be verified by scanning this QR code through smart phone or on the website <https://egrashry.nic.in>

This stamp paper is integral part of Loan Agreement dated 19/06/2024 executed by NHPC Ltd. in favour of Bank of Baroda.



[To be stamped for an adequate value as per the applicable state stamp laws]

LOAN AGREEMENT

This **LOAN AGREEMENT** (defined below) is made at the place and date respectively specified in Sr. No. [1] and [2] of Schedule II (*Details of the Facilities*) respectively, by:

Such company(ies) / limited liability partnership(s) (LLPs) / general partnership / sole proprietorship / Indian inhabitant / non-resident Indian / person of Indian origin / overseas corporate bodies, trust, society/co-operative society/ association whose name/(s) and address/(es) is/are specified in Sr. No. [4] of Schedule II (hereinafter referred to as the "**Borrower**", which expression shall, unless repugnant to the context or meaning thereof include his/her/their/its transferees, successors-in-interest, heirs, executors and permitted assigns (as applicable);

IN FAVOUR OF

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its head office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara - 390 007, Gujarat and represented through its branch office specified in Sr. No. [3] of Schedule II hereinafter referred to as the "**Bank**" which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns

WHEREAS:

The Borrower has requested the Bank to sanction the Facility (defined hereinafter) for the Purpose (hereinafter) which the Bank has agreed to sanction subject to *inter alia* the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the Bank granting or agreeing to grant the Facility to the Borrower for the Purpose and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower hereby agrees, affirms and undertakes as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions

Unless the subject or context otherwise requires, the expressions listed below shall have the following meanings:

"**Additional Interest Rate**" means an additional interest rate payable by the Borrower, as more particularly set out in Sr. No. [20] of Schedule II (*Details of the Facilities*)

"**Agreement**" means this Agreement, as amended or modified from time to time.

"**Applicable Interest Rate**" means the interest rate more particularly set out in the Sr. No. 10 of Schedule II (*Details of the Facilities*) which the Bank may levy on the amounts outstanding under the Facility whether by way of principal amount or interest payments.

"**Dues**" mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

"**Events of Default**" shall have the meaning prescribed to it in Clause 15 (*Event of Default*).

"**Facilities**" mean collectively, the facilities as more particularly set out in Sr. No. [9] of Schedule II (*Details of the Facilities*) and the term "**Facility**" shall mean each or any one of them.

"**Facility Limit**" means the amount sanctioned to the Borrower (in respect of each of the Facilities), more particularly set out in Sr. No. [9] of Schedule II (*Details of the Facilities*).



"Finance Documents" means, collectively:

- (a) this Agreement;
- (b) each Security Document;
- (a) any other document executed by the Borrower in relation to the Facility and/or designated as a 'Finance Document' by the Bank.

"Guarantor" shall collectively mean any individual or body corporate who has agreed to secure / guarantee the Obligations (as more particularly set out in the Sr. No. 6 of Schedule II (*Details of the Facilities*)).

"Hypothecated Assets" mean the assets more particularly set out in Sr. No. [12] of Schedule II (*Details of the Facilities*).

"Insurance Contracts" mean insurance contracts and policies in relation to the Hypothecated Assets or any other assets of the Borrower and/or Guarantor charged in favour of the Bank including all renewals or substitutes therefor and any additional insurance contracts or policies required to be obtained by the Borrower pursuant to the terms of the Finance Documents.

"Material Adverse Effect" means any material adverse effect on:

- (a) the financial condition, assets, prospects of any of the Borrower and or Guarantor;
- (b) the ability of any of the Borrower and or Guarantor to perform and comply with its obligations under any Finance Document; and
- (c) the validity, legality or enforceability of any Finance Document or on the priority and ranking of the Security.

"Moratorium Period" means the period (if any) during which Moratorium is in force, more particularly mentioned in the Sr. No. 22 of Schedule II (*Details of the Facilities*).

"Obligations" mean the payment of principal amount of the Facilities, together with all interest, Additional Interest, Penal charges, premia on prepayment, all other costs, charges and expenses or any other payment due and payable to or incurred by the Bank (each, in connection with or in terms of the Finance Documents).

"Overdue Amount" means, the principal/interest/ any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

"Penal charges" shall be payable as per the terms of clause 7 of this agreement at the rate more particularly set out in the Sr. No. 21 of Schedule II (*Details of the Facilities*).

"Pledged Securities" means the securities (as defined as per the section 2(h) of the Securities Contracts (Regulation) Act, 1956, as amended from time to time) and shall mean the securities over which the Borrower propose to create pledge in favour of the Bank (in terms of this Agreement. This term shall also include additional pledged securities, all accretions and/or escalation thereto of any nature whatsoever in relation to the Pledged Securities.

"Prepayment Charges" shall have the meaning prescribed to it in Clause 5.1.

"Purpose" shall mean the purpose for which the Facility has been sanctioned by the Bank and shall have the meaning ascribed to it in Sr. No. [8] of Schedule II (*Details of the Facilities*).

"RBI" means the Reserve Bank of India.

"Repayment Installment" means a monthly / quarterly / half yearly installment of such amount as may be determined by the Bank from time to time under this Agreement payable by the



Borrower on a monthly / quarterly / half yearly basis (as the case may be), amortizing the Facility (in the manner as set out in the Schedule III).

"Secured Assets" means every asset over which the security interest / charge is created or proposed to be created in favour of the Bank as required by the Bank as more particularly set out in Sr. No. [12] of Schedule II (*Details of the Facilities*) or as may be required by the Bank from time to time.

"Security" shall have the meaning ascribed to it in Clause 9.1 (*Security*).

"Security Documents" means any document executed, delivered or deposited by any Borrower and the Guarantor for the purpose of creation/ recording of the Security in favour of the Bank.

"Security Margin" shall have the meaning ascribed to it in Clause 9.2.

2. FACILITIES

- 2.1. Subject to the terms and conditions set out in this Agreement and other Finance Documents and at the request of the Borrower, the Bank has agreed to lend the Facilities to the Borrower.
- 2.2. The Borrower agrees that the proceeds of the Facility shall be used only for the Purpose and not for any other purpose nor shall the proceeds of the Facility be used for any speculative purposes and/or any purpose prohibited under any applicable law and/or regulation.
- 2.3. The Borrower agrees that Bank shall at its sole discretion, may disburse the Facility in full or in part, as the Bank may deem fit. The Bank shall be at the liberty to withdraw the Facility or withhold any disbursement thereunder, at any time, without assigning any reason thereof.
- 2.4. The Bank may at the request of the Borrower vary or diversify the Facilities allowed by it to the Borrower but so, however, that the overall limit of the principal amount at any time outstanding shall not exceed the aggregate maximum limit secured hereunder and this will not in any way affect or prejudice the security created over the Secured Assets. The Facilities and their limits so varied/diversified from time to time during the tenure of this Agreement shall be deemed to be the Facilities secured hereunder.
- 2.5. The terms and conditions set out in the Schedule I (*Additional Terms and Conditions*) shall be applicable to the Facilities availed by the Borrower and shall constitute an integral part of this Agreement.

3. DISBURSEMENT UNDER THE FACILITY

- 3.1. The Borrower agrees that the Bank may at its absolute discretion upon execution of this Agreement, other Finance Documents and other documents to the satisfaction of the Bank and fulfillment of other conditions as may be stipulated by the Bank, Bank may disburse the Facility in lump sum or installments.
- 3.2. The Bank may in its sole and absolute discretion at any time: (a) reduce or cancel any part of the Facility Limit; (b) refuse to grant any disbursement under the Facility; or (c) recall the entire Facility, (Partially/ fully) in case of default.
- 3.3. The Bank may at its discretion disburse the Facility by direct credit into an account of the third party as may be requested by the Borrower in writing.

4. REPAYMENT

The Borrower agrees to repay the outstanding amounts in connection with the Facility in the following manner:

- 1.1. Each Facility shall be repayable by the Borrower in the manner set out in the Schedule III (*Repayment Schedule*). The Borrower shall make repayment of principal amount along with Applicable Interest, and other costs, incidental charges and Overdue Amount (if any).



1.2. Payment of interest during Moratorium Period

Until the commencement of the Repayment Instalment, the Borrower shall pay interest at the Applicable Interest Rate from the date of first disbursement of the Facility till (and including) the earlier of or the expiry of the Moratorium Period.

1.3. Repayment Instalment

(a). The payment of all or any Repayment Instalment shall not be construed as full repayment/settlement of the Facility. The payment of Repayment Instalment shall commence from 1 (one) month after (the earlier of) the expiry of the Moratorium Period, each as per the terms of this Agreement.

(b). Any amounts received by the Bank shall be appropriated in the following order of priority:

- (i) *firstly*, for the payment of the Overdue Amount in order of time (oldest first) and mechanism mentioned at (ii), (iii) & (iv);;
- (ii) *secondly*, towards all costs, commissions, charges and expenses paid or incurred by the Bank;
- (iii) *thirdly*, for payment of the Applicable Interest; and
- (iv) *lastly*, the principal amount of the Facility.

(c). The Borrower on or before the payment of Repayment Instalment becoming due shall promptly pay the Repayment Instalment together with interest and all other applicable charges and costs payable under this Agreement, on the respective due dates, without any demur, protest or default and without claiming any set-off or counterclaim and in any of the modes acceptable to the Bank including but not limited to payment by way of cheques, bank drafts, pay orders, standing instructions or payment by way of National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), electronic clearing service or in such other manner as may be acceptable to the Bank.

5. PREPAYMENT

5.1. At the written request of the Borrower, the Bank may allow the Borrower to prepay the Facility (in whole or part) by payment of the outstanding amount to the Bank, upon payment of Prepayment Charges, as more particularly set out in the Sr. No. 19 of Schedule II (*Details of the Facilities*).

5.2. Any prepayment shall take effect only after the receipt of such amount by the Bank.

6. INTEREST RATE AND OTHER CHARGES

6.1. Subject to Clause 6.2, the rate of interest payable on the Facility shall be the Applicable Interest Rate specified in the Sr. No. 10 of Schedule II (*Details of the Facilities*) (or such other Applicable Interest Rate as may be notified by the Bank from time to time). The Borrower agrees to pay interest at Applicable interest Rate on the daily outstanding balance in the manner as specified in the Sr. No. 10 of Schedule II (*Details of the Facilities*) and such interest being added to the balance outstanding on monthly rests and the said interest if unpaid will become part of the amount advanced and bear further interest at the same rate.

6.2. The Bank shall be entitled to reset the Applicable Interest Rate from time to time during the tenor of the Facility either by updating the website of the Bank at < <https://www.bankofbaroda.co.in> > (or such other appropriate places from time to time) ("**Website**") in such mode as may be prescribed. If the Borrower is not agreeable to such reset in the Applicable Interest Rate, the Borrower at his option may prepay the entire outstanding amount of the Facility together with applicable interest, charges, expenses, fees, costs, etc., within the stipulated time as the Bank may stipulate on the Website or other appropriate places. If the Borrower fails to prepay the entire outstanding amount of the Facility within, the time so stipulated then the revised Applicable Interest Rate shall take effect and becomes final and binding on the Borrower.



6.3 The Borrower agrees to pay all costs, charges, expenses including legal expenses, stamp duty, registration charges, penalties, other incidental charges and expenses incurred in connection with this Agreement, as well as the expenses incurred or to be incurred by the Bank for the preservation or realization of the Security proposed to be created pursuant to the terms of this Agreement and the Finance Documents.

7. PENAL CHARGES

- 7.1. In the event of non-compliance of any of the terms of this Agreement or any other term stipulated by the Bank in its sanction letter, including but not limited to defaults in making payment of any Repayment Installment, interest, charges or any other amounts to the Bank on the respective due date(s) or otherwise, failure or delay in submission of quarterly operative statement and/or half yearly fund flow statement and/or monthly stock/ book debts statements and other financial data and/or exceeds the borrowing limit in its cash credit account (if applicable) then the Borrower agrees to pay the Penal charges under the Facility at such rates, as mentioned in the Sr. No. 21 of Schedule II (*Details of the Facilities*), from the relevant due date till the date of payment of such amount. Such Penal charges will be computed from and including the date of default in payment by the Borrower till the date of actual payment by the Borrower to the satisfaction of the Bank.
- 7.2. The Penal charges shall be over and above the Applicable Interest Rate under the Facility. The levy of such Penal charges under the Facility shall be without prejudice to other rights and remedies available to the Bank under this Agreement or otherwise.
- 7.3. The levy of Penal charges shall be on such amount as mentioned in the Sr. No. 21 of Schedule II (*Details of the Facilities*).
- 7.4. The Borrower agrees that the Penal charges is a genuine pre-estimate of the loss likely to be suffered by the Bank on account of any default, breach or non-compliance by the Borrower in discharging his/her obligations as agreed hereunder.
- 7.5. The Borrower hereby agrees and undertakes that the Bank will be entitled/authorized/permitted to charge and/or deduct/debit from their respective bank account maintained with the Bank, any sum of money as the Bank may incur or bear towards Penal charges payable by the Borrower to the Bank in relation to any Facility. Any such costs, charges, expenses, fee, or any other levy if unpaid, will become part of the amount advanced and bear further interest as applicable to the Facility.

8. COMMITMENT CHARGES AND OTHER FEE / CHARGES

The Borrower agrees to pay to the Bank, all fees and charges including, processing charges, inspection charges, mortgage-creation charges and miscellaneous charges, in the manner and for the amount as more particularly set out in the Sr. No. 18 of Schedule II (*Details of the Facilities*) and such other fees and charges as may be intimated by the Bank to the Borrower from time to time.

In the event, the Borrower not availing the Facility or any part of thereof, the Borrower shall pay to the Bank Commitment Charges at such rate and on such terms as are more particularly set out in the Sr. No. 18 of Schedule II (*Details of the Facilities*).

The Borrower agrees to pay and shall pay to the Bank commission, fees on the bills of exchange accepted /agreed to be accepted / discounted within the specified Facility limits and the guarantees issued/agreed to be issued and deposit/keep deposited with the Bank margin money at such rate or rates as the Bank may specify from time to time by notice in writing to the Borrower and the rate/s so specified shall be deemed to be the rate/s expressly agreed to by the Borrower and as if mentioned in herein this Agreement and the security created or to be created over the Secured Assets shall be deemed to be securities created for securing such bills of exchange and guarantees from time to time.

9. SECURITY AND CONTRACTUAL COMFORT



9.1. Security

For the purpose of securing the repayment of the principal amount of the Facility together with interest, additional interest, Penal charges and all other charges and moneys payable by the Borrower in relation to the Facility Limit, the Borrower covenants to cause and create and perfect security interest (by way of mortgage / hypothecation / assignment / pledge, as the case may be) over the Secured Assets (the "Security").

9.2. The Security furnished by the Borrower to the Bank in terms of this Agreement shall be in the nature of continuing security and shall not be discharged or released by the Bank unless the principal amount of the Facility, any interest and all other Overdue Amount is paid by the Borrower to the satisfaction of the Bank.

The Borrower shall at all times during the continuance of this Agreement keep and maintain such margin of security ("Security Margin") in favour of the Bank as mentioned in the Sr. No. 14 of Schedule II (*Details of the Facilities*) or such other percentage(s) as the Bank may from time to time determine of the cost or market value (market value as found by the Bank) whichever is lower of the Secured Assets or part thereof. The Bank shall be entitled to and shall be at liberty to change from time to time the said margin(s) and the Borrower shall be bound by such change.

9.3. The Borrower agrees that it shall hold the securities as agent of and in trust for the Bank and shall always maintain them and every part thereof in perfect condition, the opinion of the Bank as the state of their condition being conclusive, final and binding on the borrower.

9.4. Perfection Actions

- (a) The Borrower shall take all actions (including, filings with any governmental / regulatory authority, registration with CERSAI) which may be required for the creation and perfection of the Security, to the satisfaction of the Bank as per applicable laws.
- (b) If the Borrower is a company or an LLP, it shall within the time prescribed (or such other time as communicated by the Bank), provide the Bank with the relevant registrations and/or filings including but not limited to ROC and CERSAI and as may be required under applicable laws for creation and perfection of the mortgage and/or hypothecation over the Secured Assets and Mortgaged and/or Hypothecated Property, as defined under Schedule II item no. 12 (each, in accordance with applicable laws).

9.5. Ranking of Charge

The security interest created or to be created in favour of the Bank shall always be a first pari-passu charge in favour of the Bank, except as may be allowed by the Bank.

9.6. Assigned Documents

(a) The Borrower agrees that it shall, whenever required by the Bank, assign (by way of security) all its rights, title and interest in the secured assets like National Saving Bonds, Kissan Vikas Patra, fixed deposit receipts / short deposit receipts, life insurance policies, the Insurance Contracts of the Borrower and such other documents in favour of the Bank. Any proceeds received by the Borrower in connection with the Assigned Documents shall be held by the Borrower as an agent or trustee on behalf of the Bank and be deposited in the loan account of the Borrower maintained with the Bank.

(b) The Borrower agrees to the following terms and conditions:

- (i) renewal of fixed deposit(s) and continuance of advance shall be purely/entirely Bank's discretion (subject to RBI and regulatory guidelines) and it shall not be obligatory for the Bank to do so under any circumstances;
- (ii) in case, the Obligations are not discharged by the Borrower when called upon by the Bank, the aggregate amount due on the said fixed/ short deposits payable to the Borrower may be credited to loan/overdraft/other account and



the balance, if any, may be paid to the Borrower;

- (iii) if the Bank recalls the Facility, the Bank shall, in that event, be entitled to adjust the amounts due and payable to the Bank pursuant to the Obligations and liquidate the same in full by pre-payment/foreclosure of the said fixed / short term deposit(s) (as the case may be) and in that case the Bank may allow such rate of interest as may be permissible from time to time as per the rules of the Bank in case of pre-payment and/or foreclosure; and
- (iv) in case, the fixed/short deposit(s) is/are renewed by the Borrower for a further period(s), then until the Obligations are discharged (in full), the renewed fixed/short deposit receipt(s) shall be duly discharged by the Borrower and deposited with the Bank so that the Bank may hold the same and the amount/s due thereunder as security until the Obligations are (in full) discharged by the Borrower.

9.7. Hypothecation

(a) For the purpose of securing the repayment of the principal amount of the Facility together with interest, additional interest, Penal charges, costs, charges and all other moneys payable by the Borrower, the Borrower does hereby hypothecate as and by way of first pari-passu charge in favour of the Bank, all accretions, rights, title, interest and benefit in the Hypothecated Assets whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Borrower.

(b) The security interest over the Hypothecated Assets will become immediately enforceable upon the occurrence of an Event of Default.

(c) The Borrower agrees that upon the security interest over the Hypothecated Assets becoming enforceable as set out in this Agreement, the Bank shall be entitled to exercise all or any of its rights in relation to this Agreement or the Hypothecated Assets without the requirement of providing the Borrower any notice (written or otherwise), including the following:

(i). to take charge and/or possession of, seize, recover, receive and remove them and/or sell by public auction or by private contract, dispatch or consign for realisation or otherwise dispose of or deal with all or any part of the Hypothecated Assets and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise; and

(ii). to enforce security interest created over all or any part of the Hypothecated Assets with or without the intervention of any court or tribunal (whether through itself or through a nominee or agent).

(d). Any enforcement of the security interest created over the Hypothecated Assets is at the sole risk and expense of the Borrower and, if necessary, the Bank may act as attorney for and in the name of the Borrower.

9.8. The Bank, or its agent or nominee may, enforce all or any part of the Security with or without the intervention of any court or tribunal.

9.9. In the event, post enforcement of security over the Secured Assets, the Bank holds any surplus monies from the net proceeds of sale after settlement of all Obligations (such monies, the **Surplus Amount**), then the Bank shall be at liberty to utilize the Surplus Amount towards payment or liquidation of moneys which are due from the Borrower (whether solely or jointly with any other persons, firm or company to the Bank) in any manner whatsoever.



9.10. The Bank shall not in any way be liable or responsible for any damage or depreciation which the Secured Assets or any part thereof, may suffer or sustain on any account whatsoever while the same shall at any time come into possession of the Bank.

9.11. Additional Security

In the event, the Bank is of the opinion that the Security furnished by the Borrower has diminished in its value or is insufficient or incorrect in value, then the Borrower shall be directed to furnish additional security as may be required by the Bank and the Borrower agrees to comply with such demand within the time period and in the form and manner as required by the Bank.

9.12. The Hypothecated Assets shall be kept at the Borrower's risks and expenses and the Borrower shall at its own expenses during the continuance of this Agreement keep the Hypothecated Assets in good and marketable condition and in proper working order.

9.13. The Borrower shall make best endeavors to obtain payment of all the debts and assets forming part of the Hypothecated Assets as and when the same shall become payable.

9.14. The Hypothecated Assets shall be stored in such Godown or other places of storage and the books of accounts or other records be kept and maintained at such place/s as the Bank shall direct. The record of the Hypothecated Assets brought in or removed from any Godown or other place of storage shall be maintained regularly and shall be open for inspection to the Bank.

9.15. In the event the Bank has taken possession and cause sale of the Hypothecated Assets, the Borrower shall be solely responsible in all respects and the Bank shall not in any way be responsible for or in respect of the quantity, quality or condition or final turn-out or for loss, destruction or deterioration of the Hypothecated Assets, books of accounts, vouchers, papers and other records relating to the debts and assets or damage thereto occasioned by theft, pilferage, robbery, fire, riot, strikes, civil commotion or otherwise howsoever whatever may be the circumstances or the reasons under or for which such loss, destruction, deterioration, or damage may arise including any act, omission, negligence or default of the Bank or any of their servants or agents. The Borrower shall accept without question the accounts of such sale or sales or other transactions signed by any agent or other authorized officer of the Bank as sufficient proof of the amount realized or due under the sale or sales or transactions and the costs, charges and expenses incurred in connection therewith.

9.16. Pending seizure and/or taking possession of by the Bank, all the Hypothecated Assets and all proceeds of sale or other realizations and proceeds of insurance thereof and all documents under this security shall always be kept distinguishable and held as the exclusive property of the Bank specifically appropriated to the security to be dealt with only under the directives of the Bank.

9.17. In case any Hypothecated Asset inter alia includes a motor vehicle within the meaning of the Motor Vehicles Act, 1988 (as amended or modified from time to time) ("MVA") and any amendment or enactment thereto, the Borrower shall duly ensure that the Bank's charge (by way of hypothecation) is registered with the appropriate registering authority of the State Government and the Borrower undertakes to ensure that the Bank's charge of hypothecation is recorded in the certificate of Registration of Motor Vehicle (the "R.C. Book") and to deposit with the Bank a certified copy of the R.C. Book (which duly records the Bank's charge) within a period of 30 (thirty) days from the date of this Agreement.

9.18. Nothing contained herein shall affect, diminish, limit, negate or take away the right of the Bank to recover personally from the Borrower or from the Borrower's other properties, the balance for the time being dues of the loan, notwithstanding that all or any of the Secured Assets may not have been sold or realized and nothing herein contained shall prejudice or affect the right and remedies of the Bank apart from and irrespective of the deed or agreement in respect of any other debts liabilities or obligation due by the Borrower to the Bank.



10. Bank Guarantee Limit

NA

11. CASH CREDIT / OVERDRAFT / PACKING CREDIT/BILLS PURCHASE/ DISCOUNTING

NA

12. REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representations and warranties as of the date hereof and such representations and warranties are deemed to be repeated on each day till all the amounts in relation to the Facilities are repaid in full to the satisfaction of the Bank, and when made (or deemed to be repeated) are done so with reference to the facts and circumstances then existing:

12.1. In respect of a Borrower which is a corporate entity or an LLP or a partnership firm:

- (a) it is duly incorporated and validly existing under the laws of its incorporation (as the case may be);
- (b) it has the capacity to enter into and execute the Finance Documents in accordance with its latest constitutional documents / partnership deed (as may be applicable) and the provisions of the Companies Act, 2013 or the Limited Liability Partnership Act, 2008 or the Indian Partnership Act, 1932 (as may be applicable); and
- (c) it has the capacity to sue and be sued in its own name.
- (d) it is hereby confirmed that the present total borrowings of the Company together with the limit fixed by the Bank for advances against the above arrangement and borrowings of all kinds from other banks do not and shall not at any time, exceed the borrowing limit approved by the Board of Directors of the Company as per the provisions of Section 180 of the Companies Act 2013.

12.2. In respect of the Borrower which is an individual or a sole proprietor or a partnership firm, it and each of its partners (as may be relevant):

- a) is of sound mind and has the capacity to enter into and perform its obligations under the Facility Documents and is not otherwise disqualified under the provisions of the Contract Act and any other applicable law;
- b) has, the power to own his / her / its property and other assets and carry on his / her / its business as it is being conducted;
- c) shall jointly and severally be liable with the other partners for all indebtedness of the Borrower towards the Bank which are incurred by such partner and all retiring partners shall be bound hereby notwithstanding any change in the constitution or style thereof and whether the firm shall consist of or be reduced to one individual.
- d) is not otherwise disqualified under the provisions of the Contract Act and any other applicable law.

12.3. Each of the Finance Documents when executed by the Borrower constitutes legal, valid and binding obligations of the Borrower, enforceable in accordance with its constitutional documents or partnership deed (as may be relevant).

12.4. The execution, delivery, entry into and performance by the Borrower of, and the transactions contemplated by, the Finance Documents do not and will not conflict:

- (a) with any applicable law, statute or regulation or any judgment or decree to which the Borrower is subject; and



(b).or result in any breach of any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement to which the Borrower is a Party.

12.5. All clearances, permissions or authorizations required or desirable:

- (a). to enable the Borrower to lawfully to enter into, exercise its rights and comply with its obligations and consummate the transactions contemplated under this Agreement and the Finance Documents to which it is a Party;
- (b). to ensure the legality, validity, binding effect and enforceability of the Agreement and the Finance Documents to which it is a Party;
- (c). to make the Finance Documents to which it is a Party admissible in evidence; and
- (d). to enable it to create the Security in accordance with this Agreement and to ensure that such security interest has the ranking and the priority it is expressed to have,
- (e).have been obtained and are in full force and effect.

12.6. The Borrower is lawfully possessed of a good, valid and marketable right, title and interest over the Mortgaged Property and there exists no mortgage/charge/lien or other security interest, claim, demand, dispute or any other right adverse or inconsistent with his / her / its right thereto.

12.7. Save as contemplated under the Finance Documents, no encumbrance, lien, charge or security interest exists or will exist over the Mortgaged Property and the Hypothecated Assets secured/to be secured by the Borrower.

12.8. No Event of Default is existing or has occurred or is expected to result from the making of any disbursements under the Facility.

12.9. The Borrower confirms that he/she/it has paid all statutory dues including employees provident fund, sales tax, customs, excise, income tax dues etc. in accordance with applicable laws.

12.10. None of the Borrower, the Guarantor, any of the director inducted in the board (in case of company) and or any partner of the firm (in case of LLP or general partnership), has been identified as a wilful defaulter as per the guidelines of RBI.

12.11. The Borrower is in compliance with the provisions of all applicable laws and there is no litigation, proceedings or disputes pending or threatened against or affecting the Borrower, which could have a Material Adverse Effect on the Borrower or its assets or business or any Mortgaged Property.

12.12. The Borrower has not been declared as Bankrupt and no moratorium has been declared and no action, steps or legal proceedings have been initiated or threatened against the Borrower for the appointment of receiver or administrator on the assets of the Borrower.

12.13. All taxes, levies, outgoings and other charges of whatsoever nature due and payable in respect of the assets of the Borrower (including without limitation, the Mortgaged Property) are duly paid in accordance with applicable laws.

12.14. It is not necessary under the applicable law that any Finance Document be filed, recorded or enrolled with any court or other authority in India or that any stamp, registration or similar tax be paid on or in relation to any Finance Document or the transactions contemplated by any Finance Document other than:

- a) the stamp/ registration duties paid on any Finance Document prior to its execution in India;
- b) court fees to be paid in connection with any proceedings brought before a court in India;
- c) registration of the mortgage over the Mortgaged Property with the Sub-



Registrar of Assurances; and

- d) in case the Borrower is a company or an LLP) registration of the mortgage over the Secured Assets with the relevant Registrar of Companies in accordance with the provisions of the Companies Act, 2013 or the Limited Liability Partnership Act, 2008.
- 12.15. The Borrower has the creditworthiness for the purpose of the availing the Facility and shall provide satisfactory evidence of such creditworthiness to the Bank.
- 12.16. In case the Borrower is an individual, the particulars of the legal heirs of the Borrower and unencumbered assets of the Borrower as more particularly described in Sr. No. [16 and 17] of Schedule II (*Details of the Facilities*) are true, correct and complete. The Borrower further agrees that the above mentioned particulars have been furnished to the Bank to enable it to take steps for recovery of its dues from any or all of the heirs, jointly and or severally, in the event of death of the Borrower during the currency of this Agreement.
- 12.17. The Borrower hereby agrees that it shall not dispose off or create encumbrance on any of its unencumbered assets by way of sale, gift, lease, security, renunciation or otherwise, as mentioned in Sr. No. 17 of Schedule II (*Details of the Facilities*) hereto or as may be acquired in the future.
- 12.18. No scheme, notice or order passed by any government, statutory body or authority adversely affects the Mortgaged Property and/or the Hypothecated Assets in any manner.
- 12.19. It shall be borrower's endeavor to keep bank informed about the loan facilities availed by the company from any bank of Financial Institution.
- 12.20. If any subsidy is/ has been received by the Borrower in connection with the Facility, the Bank shall have a right to adjust such subsidy amounts against the outstanding amounts (whether by way of principal amount or interest payments) under the Facility.
- 12.21. Each representation, statement, fact, figure and particulars contained in the Finance Documents is true, correct and complete.

13. GENERAL COVENANTS AND UNDERTAKINGS

- 13.1. The Borrower shall keep the bank informed regarding
- sell, transfer, let out, lease or otherwise dispose off or part with the possession of the secured Assets (whether in whole or in part);
 - create any charge, lien or security interest on any or all of the Secured Assets or any part thereof, other than the Security contemplated in this Agreement and other Finance Documents;
 - transfer, dispose of, alienate, encumber or deal with the Secured Assets in any manner, save in the usual course of his / her / its business or as provided for in documents executed in that behalf;
 - enter into any agreement or arrangement with any person, institution or government body for the use, occupation, development or disposal of the Secured Assets or any part thereof;
 - amalgamate or merge the Mortgaged Property with any other adjacent property or create any right of way or any right of easement whatsoever nature thereon or any part thereof;
 - in case the Borrower and/or the Guarantor is a company or a limited liability partnership) amend or modify its memorandum and articles of association or change its business activities or auditing policies (including the financial year);



- g. in case the Borrower and/or the Guarantor is an individual) change his/her citizenship status;
- h. permit any transfer of the controlling interest or make any material change in its capital structure or management setup or status or nature of constitution of the Borrower;
- i. formulate any scheme of amalgamation or effect any merger, acquisition or reconstruction;
- j. undertake guarantee obligations on behalf of any company, firm or person;
- k. pay guarantee commission to the Guarantors whose guarantees have been stipulated/furnished for the Facilities;
- l. invest by way of share capital or lend or advance funds to or place deposits with any other concern;
- m. be entitled to redraw any amounts prepaid in accordance with the Finance Documents;
- n. allow the promoters (as understood in terms of the applicable laws) to disinvest/transfer their shareholding in the Borrower;
- o. take up a new project or large scale expansion;
- p. make material investment in or give loans to subordinates, associate concerns, individuals or other parties;
- q. in case the Borrower is a company) pay dividend other than out of current year's earnings after making due provisions; or
- r. until the discharge of all Obligations to the satisfaction of the Bank) repay loans and discharge other liabilities (except for the discharge of the Obligations).

13.2. With respect to the book debts being a part of the Hypothecated Assets the Borrower hereby agrees, affirms and undertakes as follows.

- (a) That each of the debts is entered into proper books of accounts maintained by the Borrower in the ordinary course of business;
- (b) That each of the debts arose out of bonafide transactions in the ordinary course of business;
- (c) That each of the debts is good and recoverable in full in the usual and ordinary course of business;
- (d) That the list of book debts does not include any debts which are doubtful of recovery or for recovery of which any dispute or cause of action is pending against debtors in any court;
- (e) That the amounts of the debts is the net balance i.e., balance after deducting all advances, discounts, commissions, claims, set-off etc., due to the Borrower from its debtors;
- (f) That each of the debts is free from any lien, encumbrance, claim, assignments, charges, etc., except the charge created in favour of the Bank;
- (g) That the aggregate realizable value of the book debts listed in the ordinary course of business is at least equal to the total amount at which they are stated in the statement.
- (h) That in order to verify our statement of particulars of book debts, the Bank is at liberty to inspect Borrower books of accounts and/or make extracts copies thereof at any time at Borrower's expense and the Borrower hereby agrees to accept as conclusive proof the result of such inspection as certified by any officer of the Bank;
- (i) That the Borrower will not include the book debts of any Associate Concern in Borrower statements of Book Debts submitted to the Bank.
- (j) The Borrower shall submit audited statement of Book Debts duly certified by the Borrower auditors once in each quarter.



- 13.3. Each Borrower shall (as and when demanded by the Bank) furnish a copy from the statutory auditors of such Borrower to certify that such Borrower has discharged all statutory taxes in accordance with applicable laws.
- 13.4. The Borrower undertakes that the particulars of the legal heirs of the Borrower as more particularly described in Sr. No. [16] of Schedule II are furnished to enable the Bank to take steps for recovery of its dues from any one/ some/ all of them in the event of Borrower's demise, or of any one or some or all of us during the currency/ pendency of the Facilities. The Borrower further agrees, undertakes and assures that he/she/it shall promptly inform the Bank in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage, etc., and/or, on account of any change in the applicable laws.
- 13.5. The Borrower unconditionally and irrevocably agrees that in case he/she/it commits any default in the repayment of such loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on date, the Bank shall have a right to ascertain the details of the unencumbered assets through or from various sources by engaging the services of professionals or through public by way of advertisement in newspapers/any other media publication seeking details of the unencumbered assets of the Borrower.
- 13.6. The Borrower hereby unconditionally and irrevocably agree as a condition of such loan/ advances extended to the Borrower by the Bank that in case the Borrower commits default in the repayment of such loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name, photograph or the name of the our company/firm/ unit and/or the name(s) and photograph(s) of its directors/partners/proprietors/karta/coparceners as defaulter/s in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- 13.7. The Borrower hereby gives specific consent to the Bank for disclosing and submitting the 'financial information' as defined under the Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations/rules framed under the said Code (as amended and in force from time to time and as specified there under from time to time) with respect of the various credit facilities (whether under this Agreement or otherwise) including the Facilities availed from the Bank, from time to time, to any Information Utility ("IU") as defined under the Code, in accordance with the relevant regulations framed under the Code and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank, as and when requested by the concerned IU.
- 13.8. The Borrower agrees that it will be liable to the Bank for any obligation which may be standing in the name of the Borrower in the books of the Bank (on the date of the receipt of notice by the Bank in relation to any change in constitution of the Borrower) and until all Obligations shall have been discharged by the Borrower (to the satisfaction of the Bank).
- 13.9. The Borrower has obtained the requisite consent from the Income-Tax authorities pursuant to the provisions contained in Section 281 of the Income-Tax Act, 1961 with regard to creation of charge over Secured Assets in favour of the Bank.
- 13.10. The Borrower shall comply with the provisions of Foreign Exchange Management Act, 1999 and all rules and regulations issued thereunder involving any guidelines or circular issued by the RBI in relation to the remittance of funds outside India, wherever applicable.

13.11. Insurance

- a) The Borrower shall insure and keep insured the Secured Assets against all risks including third party risks as customary against loss or damage inclusive of risks arising out of fire, theft, lightning and such other risks for a sum equivalent to or higher than the insurance value of the Secured Assets (as may be applicable), (applicable as per the terms of the sanction). Such Insurance Contracts are required to be taken with an agreed bank clause or in the joint name of the Bank and the Borrower as the "loss payee" or otherwise, as the Bank may require.
- b) The Borrower hereby agrees and affirms that it shall be the responsibility of the



Borrower to negotiate and verify with the insurance provider. The Borrower agrees that the Bank shall be facilitating only the loan provided under this agreement and that the Bank shall in no scenario be a party to any dispute between the Borrower and the insurance provider.

- c) The Borrower shall at least 15 days prior to the due date pay all the premia and do all such acts necessary including renewing the insurance to keep the Secured Assets insured to the satisfaction of the Bank and submit the certificate/receipt thereof to the Bank. In the event the Borrower fails to pay the premia and submit the certificate/receipt thereof in time as mentioned above, the Bank may at its discretion, make payment of such premia. Any amount spent by Bank for effecting such insurance along with interest shall be payable by the Borrower to Bank at the rate specified by the Bank and any letter specifying that the Bank has taken insurance in relation to the Secured Assets would be considered sufficient proof that will enable the Bank to recover the amount spent by the Bank.
 - d) The Borrower shall within the stipulated timelines provide details of all insurance policies and all other documents in connection with the insurance of the Secured Assets to the Bank as per the terms of the sanction. In the event, the Borrower fails to obtain the insurance of the Secured Assets, the Bank shall have an option to obtain the insurance on behalf of and at the cost of the Borrower, which may be debited to the account of the Borrower with the Bank.
 - e) The Borrower undertakes that it shall comply with all the terms and conditions stipulated in the insurance policies or any other agreement entered into in relation to the insurance of the Secured Assets.
 - f) In the event of occurrence of any event that may diminish the value of any Secured Asset, the Borrower is required to immediately inform the Bank as well as the relevant insurance company and undertake all such actions necessary to minimize / mitigate the damage caused.
 - g) The Borrower agrees that in the event of the Bank obtaining any insurance cover or cover for financial risk from an insurance company/ies or any other institution/ firm/ body corporate or otherwise over the assets charged/ hypothecated/ pledged or mortgaged to the Bank or otherwise taken possession of by the Bank on account of or in consideration of the dues payable by the Borrower for the Facilities extended by the Bank without any further formalities and intimation by the Bank of having obtained such insurance, or financial risk cover and such letter informing about the Bank having taken such insurance cover, etc., would be sufficient proof thereof enabling the Bank to recover and/or charge the same to the accounts of the Borrower.
- 13.12. The Bank and its officers, nominees, servants or agents shall (without any prior notice) be entitled at any time during the continuance of this Agreement, to enter upon the Secured Assets (as may be relevant) to inspect and view the state and condition thereof and to appraise themselves of the status of compliance with the terms and conditions contained in this Agreement and the Finance Documents by the Borrower.
- 13.13. The Borrower shall display or write/print the Bank's name on the Secured Assets and/or cause a board with the name of the Bank to be placed and at all times maintained in a conspicuous position upon and within the premises of the Borrower where any of the Secured Assets are kept lying or stored indicating that such articles are so charged and hypothecated to the Bank.
- 13.14. The Borrower shall not incur capital expenditure for major expansion / diversification /modernization without prior written approval/ intimation of the Bank.
- 13.15. The Bank shall be at liberty to carry out inspection of the Secured Assets at periodical intervals (at its sole discretion).
- 13.16. The Borrower hereby agrees that, in the event of change of status of the Borrower from non-resident to resident or from resident to non-resident, the Borrower shall inform the Bank forthwith in writing and the Bank shall have an unqualified right to impose such revised or



additional terms and conditions (including but not limited to revision in the Facility Limit) as may be notified by the Bank. The Borrower agrees that such revised or additional terms and condition shall be deemed to be a part of this Agreement without any further actions by the Borrower.

- 13.17. The Bank shall have the right to have all or any of the Secured Assets valued by an appraiser and/or valuer appointed by the Bank and such valuation thus obtained shall be binding on the Borrower and the fees and expenses of such valuation shall be exclusively borne by the Borrower and be debited to Borrower's loan account and shall be treated as advance to the Borrower and payable and fully secured by this Agreement.
- 13.18. The Borrower hereby agrees and undertakes that the Bank will be entitled/authorized/permitted to charge and/or deduct/debit from their respective bank account maintained with the Bank, any sum of money as the Bank may incur or bear towards costs, charges, expenses, fee, or any other levy payable by the Borrower to the Bank in relation to any Facility. Any such costs, charges, expenses, fee, or any other levy if unpaid, will become part of the amount advanced and bear further interest as applicable to the Facility.
- 13.19. The Borrower agrees that in the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank, as to the materiality or reasonableness of any of the foregoing, shall be final and binding on the Borrower.

14. INFORMATION COVENANTS

14.1. The Borrower shall:

- a) promptly, upon becoming aware, furnish the details of:
 - i. the occurrence of any event which may; or
 - ii. any litigation, arbitration, investigative or administrative proceedings which are current, threatened or pending against/ by the Borrower, and which might, if adversely determined,
 - iii. be expected to have a Material Adverse Effect;
- b) promptly, provide the evidence to the satisfaction of the Bank about the contribution of the Borrower's contribution/margin money or such moneys as may be required by the Bank;
- c) promptly, furnish and certify all statements and information from time to time and as required by the Bank and give and execute any necessary documents required to give effect to the security interest over the Secured Assets;
- d) promptly, furnish evidence of financial indebtedness of the Borrower (together with particulars of its debtors in connection thereto, account books and other documents to enable the Bank to ascertain the financial indebtedness of the Borrower) from time to time;
- e) promptly, inform the Bank in writing of any change that may take place in the constitution of the Borrower (in case the Borrower is an LLP / general partnership / company / sole proprietorship);
- f) promptly, notify the Bank of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- g) promptly provide, such further information regarding any change in status of employment of the Borrower, the assets, financial condition, residential status, citizenship and business of the Borrower;
- h) promptly, supply to the Bank (upon becoming aware of them), information about any representation or warranty becoming untrue or occurrence of any fact or circumstance which



is expected to make any representation or warranty untrue;

- i) within 7 (seven) days of the occurrence of any circumstance affecting the correctness of any statement or occurrence of any event which would impede the Borrower's ability to perform the obligations under the Finance Documents, notify Bank in writing of the occurrence of such event; and
- j) furnish all such information including periodical reports that the Bank may require for establishing compliance with the terms and conditions of the Finance Documents by the Borrower.

14.2. The Borrower agrees and undertakes that in the event of the Bank requiring any information for processing/ review of its account including furnishing of statements of stocks/ balance sheet (audited or otherwise), credit monitoring arrangement (CMA) data statement of other particulars may be required by the Bank within the stipulated period or at the time of processing/ review of the Borrower account and if for any reason, whatsoever, the Borrower is unable to furnish the same within a week or such other reasonable time as the Bank may, upon specific request by the Borrower, agree to, in writing, then the Bank shall be entitled to charge to the account of the Borrower and/or claim Additional Interest (calculated at the Additional Interest Rate).

14.3. The Borrower hereby gives its unconditional and irrevocable consent to the Bank to share the Banking transaction data, including but not limited to, bank statements from a current or savings account, tax data, pensions data, securities data (mutual funds and brokerage), and insurance data or any other data as may be allowed by RBI from time to time, of the Borrower with any Account Aggregator, of whose network the Bank is a member.

15. EVENT OF DEFAULT

15.1. Each circumstance set out below shall be an "Event of Default":

- a. failure by the Borrower to pay any amount (due under the Finance Documents) to the Bank on the relevant due date;
- b. any representation or statement made by the Borrower in any Finance Document is found to be incorrect;
- c. failure by the Borrower to perform or observe any terms or conditions or provisions contained in this Agreement or any other Finance Document;
- d. breach of any terms and conditions of this Agreement by the Borrower;
- e. if an insolvency petition has been admitted in relation to the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent;
- f. if the Borrower enters into any arrangement or composition with its creditors or committing any act of insolvency/Bankruptcy, or any act, the consequences of which may lead to insolvency/Bankruptcy of the Borrower;
- g. there is execution or distress or other process being enforced or levied upon or against the whole or any part of the Borrower's assets whether secured in favour of the Bank or not;
- h. an insolvency resolution professional, a liquidator or a receiver being appointed in respect of the whole or any part of the property of the Borrower and or the Guarantor;
- i. the Borrower, without the prior written consent of the Bank, attempts or purports to avail loan in connection with the Purpose from any other bank, financial institution, organization, company or any other person;
- j. the Borrower and or the Guarantor: (i) fails to create and perfect security interest over



the Secured Assets in favour of and to the satisfaction of the Bank in accordance with the terms of this Agreement and other Finance Documents, or (ii) subsequently creates any security interest over the Secured Assets in favour of another person;

- k. any event or circumstance occurs that is likely to prejudicially or adversely affect the capacity of the Borrower to repay the Facility or to carry out the activities contemplated in the Purpose;
- l. the Borrower (if a partnership firm), goes into dissolution / reconstitution without the previous written permission of the Bank;
- m. the Borrower utilizes or attempts to utilize the Facility for any purpose other than as set forth in the Agreement; and,
- n. Occurrence of any Material Adverse Effect.

15.2. The opinion of the Bank as to the determination of whether any of the matters, events or circumstances mentioned in sub-clause 15.1 above has occurred or is continuing shall be final and binding on the Borrower.

15.3. On the occurrence of an Event of Default, the Bank has the right to:

- a. refuse to disburse any amount under the Facility, reduce the Facility Limit or any part thereof to be disbursed and / or revoke any concessions granted in relation to the Facility without giving any notice or assigning any reason;
- b. accelerate the repayment of the entire balance outstanding under the Facility (at the time of occurrence of an Event of Default);
- c. make a claim against the Guarantor under the guarantee issued in terms of this Agreement;
- d. enforce the Security;
- e. revoke/recall the applicable concessional rate of interest, as stipulated in this Agreement, pursuant to which the Borrower agrees to pay interest rate calculated without any such concession / discount; and
- f. take such other action and / or measure as may be decided by the Bank in its sole discretion.

16. Borrower hereby confirms/undertakes that with reference to the Credit facility/ies sanctioned vide sanction Letter ref No **CFS-GUR/4/ADV/NHPC/2023-24/7888** dated **14.03.2024** and **CFSGUR/06/ADV/NHPC/2024-25/45** dated **19.06.2024**, and being availed by them today, Borrower confirms having understood the following concepts and illustrative examples related to due dates, classification of our borrowal accounts as SMA/NPA in the course of the conduct of the accounts.

Concepts | clarifications | Illustrative examples on Due dates and specification of SMA/NPA classification dates

Dues: Mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

Overdue: Mean, the principal/interest/ any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:



The Principle of **FIFO** i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first. For example;

if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021

Assuming that nothing is paid/or there is partial payment (Rs. Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs .X-Y.

Additionally, an amount of Rs. Z becomes due as on 01.03.2021, Now any payment/partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 (Rs. X - Rs. Y). If there is more recovery than the Rs X - Rs Y, then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognize the incipient stress in loan accounts, immediately on default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA /NPA Category shall be as follows:

Loans in the nature of Term Loans		Loans in the nature of cash credit/ overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower for a period of
SMA 0	Up to 30 days		
SMA -1	More than 30 days and up to 60 days	SMA -1	More than 30 days and up to 60 days
SMA -2	More than 60 days and up to 90 days	SMA -2	More than 60 days and up to 90 days

Non-Performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- (i). interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- (ii). the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit Monitoring (OD/CC),
- (iii). the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted
- (iv). the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- (v).the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An account shall be treated as 'out of order' if:



(i). the outstanding balance in the CC/OD account remains continuously in excess of the Sanctioned limit/drawing power for 90 days, or

(ii). the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

The definition of 'out of order shall be applicable to all loan products being offered as an overdraft facility, including those not meant for business purposes and/or which entail interest repayments as the only credits.

Further, the 'previous 90 days period' for determination of 'out of order' status of a CC/OD account shall be inclusive of the day for which the day-end process is being run.

e.g. - For the day end process on 31.03.2022 – Previous 90 Days will be from -01.01.2022, so sufficient turnover covering the interest application of Jan-22, Feb -22 & March-22 is required.

In case of NPA borrowers having more than one credit facility in our bank, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the credit facilities.

Illustrative movement of an account to SMA category to NPA category based on delay/non-payment of dues and subsequent Upgradation to Standard category at day end process:

Due date of payment	Payment date	Payment Covers	Age of oldest due in days	SMA/ NPA categorisation	SMA Since date / SMA class date	NPA categorisation date	NPA date
01.01.2022	01.01.2022	Entire dues up to 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA -0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA



		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA -1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022	1	NPA	NA	NPA	02.05.2022



		& 01.08.2022 at EOD 01.09.2022					
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard account with no Overdue	NA	NA	STD from 01.10 .2022

Borrower understands that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail

Facility shall be repayable in the manner set out in the schedule (Repayment schedule) as may be modified by the bank from time to time.

17. MISCELLANEOUS

17.1. In the event that the Borrower is more than one individual, then:

- a. each Borrower shall be bound hereby jointly and severally;
- b. any notice served on any of the Borrower shall be deemed to be served on all of such Borrowers; and
- c. each or any one of the Borrower is authorized and empowered by the other Borrower to admit and acknowledge their liability to the Bank by any payment into the account of the Bank or by way of express writing made to the Bank or in any other manner whatsoever, and any such admission and acknowledgment of liability or part payment by one or more of them shall be construed to have been made on behalf of each of the Borrower.

17.2. The Borrower shall indemnify and hold harmless the Bank and each director, officer, employee of the Bank and of an affiliate thereof (each an "Indemnified Person") from and against any and all claims, damages, losses, liabilities, taxes, stamp duty, and expenses or any expenses arising from any use of the proceeds of the Facility and the legal or other expenses incurred in connection with investigating, defending or participating in any such loss (including, as a result of occurrence of any default on part of the Borrower to which any such Indemnified Person may become subject pursuant to the Finance Documents or the transactions contemplated thereby.

17.3. The Borrower shall, promptly and in no event later than 7 (seven) business days of demand, indemnify the Bank against any cost, loss or liability incurred by the Bank as a result of the Bank having acted or omitted to act in accordance with or pursuant to any instruction received by fax/email or any other electronic mode of communication and any errors, delays or problems in transmission or otherwise caused by using the internet/email, fax or any other electronic mode as a means of transmission.

17.4. No delay or omission in exercising any right (including the charging and non-charging of Additional Interest and/or Penal charges), power or remedy accruing to the Bank upon the occurrence of any Event of Default under this Agreement or under any Finance Document shall be construed to be a waiver or acquiescence on the part of the Bank. Such inaction or delayed action will also not impair or prejudice any such right, power or remedy that the Bank may have against the Borrower.

17.5. The Bank may (without the prior consent of or notice to the Borrower) assign, transfer / novate any of its rights and/or obligations under this Agreement or other Finance Documents to



another bank or financial institution or to a trust, special purpose vehicle, fund or any other entity.

- 17.6. In the event the Bank exercises its right to assign the Secured Assets and the books of accounts and other documents relating to the debts and assets of the Borrower, the Borrower shall, until actual delivery or assignment thereof to the Bank, be deemed to be in possession of the same as agent of the Bank but entirely at the risk and costs of the Borrower.
- 17.7. The Borrower shall not either directly or indirectly assign, transfer or novate (in part or in whole) its rights or obligations under this Agreement or any other Finance Documents to any person.
- 17.8. The Borrower shall, at its own expense, and as required by Bank, do all such acts that are required in executing all such acts, things, deeds, documents or assurance for the effectuation of such assignment.
- 17.9. The Borrower agrees that he/she/it has read and understood the contents of this Agreement and that (if applicable) the contents of this Agreement have been read and understood in the relevant vernacular language of the Borrower.
- 17.10. This Agreement may be amended only in writing and shall be binding upon and to the benefit of the Borrower hereto. This Agreement shall at all times be read together with the Sanction Letter and in the event that any terms of the Sanction Letters are not expressly covered hereunder or any term contained herein is in conflict with the terms of the Sanction Letters, the terms of the respective Sanction Letter shall prevail over the terms as contained under this Agreement.
- 17.11. If any provision of this Agreement is invalid or unenforceable or prohibited by law in any respect, neither the legality, validity nor enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired thereby, and the Borrower hereto further agree that they shall mutually substitute for the part/s held to be illegal, invalid or unenforceable, lawful provisions so as to give effect to the original intent of this Agreement.
- 17.12. Any certificate or determination by the Bank of any rate or any amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 17.13. Any interest (including without limitation, the Applicable Interest Rate or the Penal charges), commission or fee accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 (three hundred and sixty five) days (except in case of a leap year, in which case it shall comprise of 366 (three hundred and sixty six) days).

17.14. Business Days

- Instalments shall be paid on 1st of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next working day.

Non-working day means the day on which RBI is not working in Mumbai.

17.15. Set Off

- (a). The Bank shall have a lien and right of set-off on all monies belonging to the Borrower standing to its credit in any account whatsoever with the Bank. The Bank may, at any time and without notice to the Borrower in its absolute discretion, combine or consolidate all or any of the accounts of the Borrower and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising out of the liability of the Borrower as a principal debtor and/or guarantor. The rights conferred on the Bank hereunder shall be in addition to and without prejudice to any other security



or securities and other recourse, which the Bank may now or hereafter hold and to any lien, set off or similar right.

- (b).The Borrower hereby further agrees that in respect of all such accounts and liabilities aforesaid the Bank shall have a lien on all stocks, shares, securities, property and book debts including other liquid or illiquid securities belonging to the Borrower, now or hereafter held by the Bank for safe custody, collection, or otherwise and all moneys now or hereafter standing to the credit of the Borrower with the Bank on any current or any other account and the Bank shall have the right to sell, realize all such securities and property as aforesaid for the purpose of realizing their respective dues.
- (c).All payments to be made by the Borrower under this Agreement must be calculated and be made in full and for value without (and free and clear of any deduction for) withholding, set-off, counterclaim or deduction except for any withholding of taxes under applicable law. Without prior notice to the Borrower, the Bank may (but is not obliged to), set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Bank) against any obligation owed by the Bank to the Borrower (whether or not matured), regardless of the place of payment, booking branch or currency of either obligation.
- (d).If any payment required to be made by the Borrower becomes subject to any deduction or withholding of any nature (including any tax), then the sum payable by the Borrower in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the required deduction or withholding, the Bank receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

17.16. No Waiver

No failure or delay on the part of the Bank in exercising any right, power or privilege hereunder or under any other Finance Document and no course of dealing between the Borrower, on the one hand, and the Bank, on the other hand, shall impair any such right, power or privilege or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Finance Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Finance Document or expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Bank would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Bank to any other or further action in any circumstances without notice or demand.

17.17. Notices

Communication in writing

Any communication made under this Agreement must be made in writing and, unless otherwise approved in writing by the Bank, must be made by email, hand delivery or registered post at such address (of the relevant Party) which is set out in Sr. No. [3, 4 and 6] of Schedule II (*Details of the Facilities*) of this Agreement.

18. GOVERNING LAW

This Agreement and the non-contractual obligations arising in connection herewith are governed by Indian law.



SCHEDULE I

ADDITIONAL TERMS AND CONDITIONS

- All other terms and Conditions as mentioned in the NHPC Limited RFQ vide. Ref. No.: NH/CCW/CC-II/CO292/PR10023/445 dated 16.01.2024 will be part & parcel of the documents and to be complied with, including the corrigendum I & II.
- The company shall submit CA certificate confirming FACR of the company including our bank's exposure on annual basis within-90-days from end of the respective financial year and end use certificate informing the project/s where funds shall be deployed duly signed by **the CA** within - 90- days from each disbursement.
- The company shall forward audited accounts within 30 days of its audit to the Bank.
- The company shall keep the bank advised of any circumstances adversely affecting the financial position of the subsidiary company (ies) if any, including any action taken by any creditor against the subsidiary company (ies).
- All stipulated charges over the assets of borrower shall be registered with the Registrar of the Companies (ROC) and CERSAI as per stipulated guidelines.
- Company to obtain external credit rating from any of the RBI's approved External Credit Rating Agencies for fresh credit facilities extended by Bank and submit a copy of the same to Bank within-180-days from the date of first disbursement.
- The Company should keep the Bank informed of the happening of any event likely to have substantial effect on its profits or business. If, for instance, the monthly production or sales are substantially less than what had been indicated to the bank, the company should inform the banks accordingly with the reasons therefore and the remedial steps taken.
- The Company should maintain adequate books of accounts as per applicable accounting practices and standards.
- Bank will have the right to examine the books of accounts and carry out inspection or valuation of assets of the company which are charged to the Bank, from time to time by Bank's officials/ Technical Experts / External Agencies / C.A. firms / Management Consultants and / or Valuers. The inspection/ valuation charges so incurred will be borne by company except inspection charges of Bank officials which are specifically waived.
- All money advanced / to be advanced by the Bank will be utilized exclusively for the purpose set forth in application submitted to the Bank/ sanction letter of the Bank. In case, the advance is utilized or attempted to be utilized for any other purpose or if the Bank apprehends or has reasons to believe that the said loan is being utilized for any other purpose, the Bank shall have the right to recall the entire or any part of the loan / advance forthwith without assigning any reason thereof.
- In case of any default in the repayment of the loan or interest, the Bank and / or RBI will have an unqualified right to disclose or publish the name of the company / directors / guarantors as defaulter in such manner and in such medium as the Bank or the RBI in their absolute discretion may think fit.
- Company will keep the Bank informed of the happening of the event that is likely to have substantial effect on its profit / business or any circumstance adversely affecting its financial position.
- Penal charges will be charged, @ 1.00% p.a., as per Bank's norms, for the following irregularities:
 1. Non / Delayed payment of instalment and / or interest and / or excess over the sanctioned facility.
 2. Non / Delayed submission of provisional / audited financials, I.T returns, etc. for review of the facilities.
 3. In the event of any breach / non - compliance of any terms and conditions of the sanction/ loan documents (at the discretion of the Bank)
- The advance made available under the above mentioned facilities are repayable as per the terms & conditions of these facilities granted, at the discretion of the Bank, are subject to change from time to time, in the event of default.
- The Bank reserves the absolute right to unconditionally cancel / withdraw/recall the credit facilities (Partially/ fully) in case of default. Besides, the bank may modify or amend the terms & conditions of advances with mutual consent of both the parties.



- Bank reserves the right to withdraw/modify or amend the terms and conditions of advance and bank would not be bound to disburse full amount of advance in the event of any failure on the part of the borrower in satisfying any of the terms and conditions stipulated.
- The rate of interest, margin and other charges are subject to change as per RBI's directives from time to time.
- All concessions granted in the account are, inter-alia, subject to submission of external credit rating. The Bank is at liberty to withdraw all concessions for non-submission / non – renewal/ downgrading of the external credit rating.
- Compliance of RBI / Bank's guidelines for funding under Multiple Banking arrangement including exchange of information at prescribed intervals shall be carried out by the Bank.
- The sanctioned credit facilities are subject to annual review. Renewal papers i.e. renewal request with latest audited / provisional financials etc. should be submitted before -3- months of the due date of the review or within -7- months from the date of close of financial year of the company, whichever is earlier.
- Applicable taxes in any form, shall be payable by the company over and above the stipulated charges, fee and interest.
- Search report from ROC for charges registered and DIN / Master Data shall be obtained at the cost of the company to ensure that all our stipulated charges are duly registered.
- The existing lenders will be put on notice about our Bank's sanction/ security structure.
- The Company shall furnish information with regard to Debt profile as per RBI guidelines.
- The company shall furnish an Undertaking letter to adhere to the financial covenant of maintaining minimum FACR of 1.00x times and TOL/TNW within 4:1 during the currency of the loan.
- We undertake that:
 1. That the company/its directors/promoters/guarantors/associate concerns of the company are not related to any director of our bank or other bank.
 2. That the company/its directors/promoters/guarantors/associate concerns of the company are not in ECGC Caution List/SAL, CIBIL Suit Filed List, CIBIL Non Suit Filed List and RBI defaulter list.
 3. That the Company shall not induct into its board a person whose name appears in the 'willful defaulters' lists of RBI/ CIBIL/ECGC (other than nominee/ professional/ honorary director). In case such a person is already on the Board of the company, it would take expeditious and effective steps for removal of such person from its Board and suitably.
 4. That the bank without prior information to the company can give names and other details of the company/its directors/promoters to CIBIL, other banks, RBI and ECGC for their publication etc, in case of default.
- In case of payment default in the account, bank have right to refer the account to NCLT or initiate other measures for recovery including change of management of the borrower company, in line with extant RBI guidelines.
- In case of default or in event of diversion or siphoning off or utilizing the credit facilities for any other purpose other than for which it is granted, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the names of the company/its directors/ promoters in such manner and through such medium as the bank and/or RBI or such other agency authorized by them in their absolute discretion they may think fit.
- The company shall pay or reimburse all costs, charges, expenses (including charges between the attorney or counsel and bank and those of our internal legal advisor/ officer and other experts, consultants or professionals), taxes, fees, stamp duties etc whatsoever, incidental to or arising out of the facilities, their negotiation, the preparation, execution, registration and stamping of documents relating thereto, the preservation and protection of our rights and interest and enforcement or realization of any security or any demand or any attempted recovery of the amounts due from Company with mutual agreement.
- Bank shall be entitled to debit the amounts of all costs, charges and expenses to your account and such amounts shall stand secured by all securities given to or created in our favour in connection with the facilities. The company indemnify and keep us fully and completely indemnified from time to time against liabilities including all costs, charges and expenses stipulated herein where debited to your account or not.
- The company to provide KYC documents of the directors and authorized signatories.
- The sanction shall be valid for a period of-6-months, if not availed of within stipulated period, will lapse and will required revalidation by the competent authority.



SCHEDULE II

DETAILS OF THE FACILITIES

Sr. No.	Title	Details
1.	Place of execution	Faridabad, Haryana
2.	Date of the Agreement	19.06.2024
3.	Name and Address of the Branch of the Bank/Lending Office	Bank of Baroda, Corporate Financial Services Branch, 1 st Floor, 107-109, ABW Tower, M G Road, Gurugram, Haryana -122001
4.	Name of the Borrower and address or registered office of the Borrower	M/s NHPC Limited [A Govt. of India Enterprise] , a company incorporated under the Companies Act, 1956 and with corporate identity number L40101HR1975GOI032564 and having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003. Designated email id and phone number of the Borrower: Anuj Kapoor- Executive Director-Finance Mobile- 9816605945 Email- anujkapoor@nhpc.nic.in
5.	Occupation / nature of business activity of the Borrower	Hydro Power, Renewable Energy
6.	Name and address / registered office of the Guarantor(s)	NA
7.	Occupation / nature of business activity of the Guarantor(s)	NA
8.	Purpose	To meet out the CAPEX requirement of the company including recoupment/ reimbursement of CAPEX already incurred (not for any particular project) prior to the date of disbursement, if any.
9.	Facilities and Facility Limit	Long Term Rupee Loan (Corporate Loan) of Rs. 1500.00 Crore
10.	Applicable Interest Rate, Rest and Reset	<ul style="list-style-type: none"> • ROI linked to Overnight MCLR without SP & Spread i.e. 8.10% p.a. at present. • The first applicable interest rate shall be calculated based on benchmark rate one day before the first disbursement. This rate shall be applicable till the date of first reset.
11.	Interest Servicing	<ul style="list-style-type: none"> • Interest shall be payable on monthly rest. • Interest for the month shall be payable on the 1st day of next month. If 1st day is non-working, the same shall be paid on next working day. • Actual interest shall be computed on an "actual to actual basis". In case of leap year, number of days shall be considered 366 (actual day count convention) for whole



Sr. No.	Title	Details
		<p>leap year and leap year will be considered for a period of 12-months on the basis of calendar year i.e. from 1st January to 31st December in which Feb of 29 days falls.</p> <ul style="list-style-type: none"> Non-working day means the day on which RBI is not working in Mumbai.
12.	Details of the Secured Assets	1 st Pari-passu charge on movable fixed assets (both present & future) of the borrowing company i.e. M/s NHPC Limited to the extent of 1.0x times (on WDV of assets basis) which is to be maintained based on outstanding amount during the tenure of the facility.
13.	Timelines for security perfection	The company to arrange for perfection of securities including obtention of NOC/Letter ceding pari-passu charge on proposed security from the existing charge-holders within-180-days from the date of 1st disbursement, failing which, penal charges @ 1% p.a. shall be charged till the perfection of securities is completed.
14.	A. Security Margin B. Valuation report of the immovable property proposed to be mortgaged / hypothecated / charged	NIL NA
15.	Title report in respect of the immovable property proposed to be mortgaged / hypothecated / charged	NA
16.	Details of Legal Heirs of the Borrower	NA
17.	Details of unencumbered assets of the Borrower	NA
18.	Commitment Charges and other Fees/Charges	<p><u>Commitment Charges:</u> NIL.</p> <p>Stamp duty, if any, on the Credit Facility documents and other out of pocket expense, if applicable, such as advocate fee towards Title Search Report, along with the security creation charges and security trustee charges, if any, on actual basis, shall be borne and paid by the borrowing company.</p>
19.	Prepayment Charges	Borrower Company shall be allowed to prepay the debt anytime fully and/or partially without payment of any prepayment charges/penalty subject to a prior notice of 30 days.
20.	Additional Interest Rate	If the security is not created / perfected within the stipulated time period as per the timeline of security perfection clause, the Borrower shall pay additional interest of 1% p.a. over and above the applicable rate of interest on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected.
21.	Penal chargers	<ul style="list-style-type: none"> If the security is not created / perfected within the stipulated time period as per the timeline of security perfection clause, the Borrower shall pay additional



Sr. No.	Title	Details
		<p>interest of 1% p.a. over and above the applicable rate of interest on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected.</p> <ul style="list-style-type: none"> In case of default in payment of the dues by borrower, penal charge rate of 1% p.a. over and above the applicable rate shall be paid on the delayed payment for the period of delay.
22.	Moratorium	36 Months
23.	Interest rate re-set	<p>The first reset shall take place on the first day of the month following completion of the month in which first disbursement takes place. For example, in case the drawl date is 28.02.2024, the first applicable interest rate shall be calculated based on benchmark rate as on 27.02.2024 plus quoted spread, if any. In case, 27.02-2024 happens to be a holiday, then rate available on previous working day shall be applicable. Further, the first reset shall take place on 01-03-2024 based upon the benchmark rate on one day prior to reset date plus quoted spread, if any. If the benchmark rate is not available on the said date, then benchmark rate of previous working day shall be considered. Thereafter, reset will take place after every one month in the same manner.</p>
24.	Availability Period/ Drawdown Schedule	<p>The sanctioned amount shall be drawn in single or multiple tranches during the current financial year in line with the Capex requirement. Any undrawn portion of the loan amount shall be drawn in the next financial year.</p>
25.	Interest Servicing	<ul style="list-style-type: none"> Interest shall be payable on monthly rest. Interest for the month shall be payable on the 1st day of next month. If 1st day is non-working, the same shall be paid on next working day. Actual interest shall be computed on an "actual to actual basis". In case of leap year, number of days shall be considered 366 (actual day count convention) for whole leap year and leap year will be considered for a period of 12-months on the basis of calendar year i.e. from 1st January to 31st December in which Feb of 29 days falls. Non-working day means the day on which RBI is not working in Mumbai.
26.	Inspection	<p>Inspection of the project/s where funds shall be majorly utilized as per the end use certificate provided by the Company and the securities charged to the Bank, shall be conducted once in -6-months till disbursement and thereafter on yearly basis. Expenses incurred towards journey (to and fro) shall be borne by the company on actual basis.</p>
27.	Financial Covenants	<p>The company shall undertake to adhere to the financial covenant of maintaining minimum FACR of 1x times and TOL/TNW within 4:1 during the currency of the loan. Testing shall be done based on audited financials till 30th November that means 1st testing shall be done on or before 30th November, 2024 based on audited financials as at 31.03.2024.</p>



SCHEDULE III

REPAYMENT SCHEDULE

The Principal amount of the Term Loan of Rs. 1500.00 Crores shall be repayable in the following manner as specified hereunder:

TENURE: Door to Door tenure is 180 Months from the date of first disbursement.

REPAYMENT SCHEDULE:

- 144 Months post completion of Moratorium period of 36 months.
- 144 monthly instalments post moratorium of Term Loan. 1st instalment shall be paid on 1st day of the month next to the month in which 36 months are completed.
- For example, if the loan is disbursed in the month of Feb. 24, then 36 months shall be completed in the Feb. 27. Accordingly, 1st installment shall be paid on 1st of March 2027.
- Remaining instalments shall be paid on 1st of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next working day.
- Non-working day means the day on which RBI is not working in Mumbai.

MORATORIUM: 36 Months

- Interest to be paid/serviced as and when levied/applied/debited in the account on monthly basis.

IN WITNESS WHEREOF the Borrower to this Agreement have caused these presents to be executed as of the date and year first above written.

The Borrower

SIGNED AND DELIVERED by NHPC Limited as the Borrower [by the hand of its authorized signatory Mr. Anuj Kapoor, Executive Director-Finance authorized vide [resolution / authority letter] dated 28.03.2023 passed at the meeting of its board of directors.



Interest Rates and Service Charges

Interest Rates

Retail Loans Interest Rates

Priority Sector Loans Interest Rates

MSME Loans Interest Rates

Service

Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.10.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.10.2025
1	Overnight MCLR	7.85
2	1 Month MCLR	7.90
3	3 Month MCLR	8.20
4	6 Month MCLR	8.60
5	1 Year MCLR	8.75

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
- [BPLR Historical data](#)
- [Base Rate Historical data](#)
- [BRLLR Historical data](#)



Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

[Accounts](#)[Loans](#)[Investments](#)[Insurance](#)[Digital
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in terms of guidelines issued by Reserve Bank of India regarding implementation of Retail Lending based on Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

[RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE \(BRLLR\)- w.e.f. 07.06.2025](#)

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

Browse By:

All types of loans

Reset

Home Loan

Floating Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.70% to 9.45%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.70% to 9.45%



Loan	Accounts	Loans	Investments	Insurance	Digital Products	Other Services	Offers
				BRLLR + 1.30%			
		For Non-Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs		For Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
		For Non-Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs		For Salaried*		BRLLR – 0.20% to BRLLR + 1.55%		From 7.95% to 9.70%	
		For Non-Salaried*		BRLLR – 0.20% to BRLLR + 1.55%		From 7.95% to 9.70%	
Baroda Top Up Loan		For Salaried* & Non-Salaried		Applicable ROI on linked Home Loan (Based on BRLLR on the date of availment of Top up Loan) + Strategic Premium (0.25%) + 0.60%			

*** Note:**

- Rate of Interest is dependent upon Loan limit and CIBIL Score of the applicant/s.
- Risk Premium of 0.05% will be levied for customers not obtaining credit insurance cover

Fixed Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%/span>	From 9.25% to 10.20%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.25% to 10.20%

Accounts	Loans	Investments	Insurance	Digital Products	Other Services	Offers
Home Loan – upto Rs.75 lakhs			BRLLR + 1.00% to BRLLR + 2.05%			
		For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%		From 9.25% to 10.20%	
Baroda Max Savings Home Loan – Above Rs.75 lakhs		For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%		From 9.40% to 10.45%	
		For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan		For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%		From 9.40% to 10.45%	
		For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs		For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%		From 9.40% to 10.45%	
		For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs		For Salaried*	BRLLR + 1.50% to BRLLR + 2.55%		From 9.65% to 10.70%	
		For Non-Salaried*	BRLLR + 1.60% to BRLLR + 2.55%		From 9.75% to 10.70%	
Baroda Top Up Loan	For Salaried* & Non-Salaried		Applicable Fixed ROI on Linked Home Loan + Strategic Premium (0.25%) + 0.60%			

* Note:

- *Risk premium of 0.05% will be applicable over the rate in case of borrower not opting GCLI.
- *The concessional rate of interest allowed by the Bank from time to time will be applicable for borrowers enjoying credit facilities under floating rate only.
- *Rate of Interest is dependent on CIBIL Score of applicant.

Baroda Mortgage Loan

Baroda Education Loan

Accounts Loans Investments Insurance Digital Products Other Services Offers

Baroda Advance Against Securities

Baroda Personal Loan

Baroda Loan To Pensioners

Baroda Loan for Subscription to Public Issue/IPO

Loan/OD Against Banks Own Deposits (LABOD/ODBOD)

Baroda Loan Against Future Rent Receivables

Retail Gold Loan



Branches & ATMs



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Online Deceased Claim Portal

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List of Inoperative Accounts (e-Dena)

List of Inoperative Accounts (e-Vijaya)

Ask Aditi VRM

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Country Websites

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Interest Rates and Service Charges

Deposit Interest Rates

Retail Loans Interest Rates

Priority Sector Loans Interest Rates

MSME Loans Interest Rates

Service Charges

Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.09.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.09.2025
1	Overnight MCLR	7.85
2	1 Month MCLR	7.95
3	3 Month MCLR	8.20
4	6 Month MCLR	8.65
5	1 Year MCLR	8.80

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- MCLR Historical data
- BPLR Historical data
- Base Rate Historical data

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 07.06.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 07.06.2025

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

Browse By:

All types of loans

Reset

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Baroda Mortgage Loan

Baroda Education Loan

Baroda Auto Loan

Baroda Advance Against Securities

Baroda Personal Loan

Baroda Loan To Pensioners

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Deposit Interest Rates **Retail Loans Interest Rates** Priority Sector Loans Interest Rates MSME Loans Interest Rates Service Charges

Repo Rate: 6.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.08.2024

Sr. No.	MCLR Benchmark	MCLR in (%)
1	Overnight MCLR	8.15
2	1 Month MCLR	8.35
3	3 Month MCLR	8.50

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Interest Rates and Service Charges

Deposits Interest Rates

Retail Loans Interest Rates

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MSME Loans Interest Rates

Services

Repo Rate: 5.25%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.01.2026

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.01.2026
1	Overnight MCLR	7.80
2	1 Month MCLR	7.90
3	3 Month MCLR	8.15
4	6 Month MCLR	8.50
5	1 Year MCLR	8.75

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- MCLR Historical data
- BPLR Historical data
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- BRLLR Historical data

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 06.12.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 06.12.2025

For Retail Loans applicable BRLLR is 7.90% w.e.f. 06.12.2025 (Current RBI Repo Rate: 5.25% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

Browse By: All types of loans

Reset



Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs	For Salaried*	BRLLR – 0.20% to BRLLR + 1.55%	From 7.70% to 9.45%
	For Non-Salaried*	BRLLR – 0.20% to BRLLR + 1.55%	From 7.70% to 9.45%
Baroda Top Up Loan	For Salaried* & Non-Salaried	Applicable ROI on linked Home Loan (Based on BRLLR on the date of availment of Top up Loan) + Strategic Premium (0.25%) + 0.60%	



- RISK PREMIUM OF 0.05% WILL BE LEVIED FOR CUSTOMERS NOT OBTAINING CREDIT INSURANCE COVER

Fixed Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs	For Salaried*	BRLLR + 1.50% to BRLLR + 2.55%	From 9.40% to 10.45%
	For Non-Salaried*	BRLLR + 1.60% to BRLLR + 2.55%	From 9.50% to 10.45%



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Strategic Premium (0.25%) +
0.60%*** Note:**

- *Risk premium of 0.05% will be applicable over the rate in case of borrower not opting GCLI.
- *The concessional rate of interest allowed by the Bank from time to time will be applicable for borrowers enjoying credit facilities under floating rate only.
- *Rate of Interest is dependent on CIBIL Score of applicant.

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Interest Rates and Service Charges

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Service Charges

Repo Rate: 6.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.05.2024

Sr. No.	MCLR Benchmark	MCLR in (%)
1	Overnight MCLR	8.10
2	1 Month MCLR	8.30
3	3 Month MCLR	8.45
4	6 Month MCLR	8.65
5	1 Year MCLR	8.85

Base Rate (per annum) w.e.f. 12.04.2023	9.40% p.a
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Our BPLR for all the existing accounts is 13.70% per annum w.e.f from 12.04.2023

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

**Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 14.02.2023**

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 14.02.2023

For Retail Loans applicable BRLLR is 9.15% w.e.f. 14.02.2023 (Current RBI Repo Rate: 6.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR



Browse By:

All types of loans

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Home Loan



Baroda Mortgage Loan



Baroda Education Loan



Baroda Personal Loan



Baroda Loan To Pensioners



Baroda Loan for Subscription to Public Issue/IPO



Loan/OD Against Banks Own Deposits (LABOD/ODBOD)



Baroda Loan Against Future Rent Receivables



Retail Gold Loan



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Interest Rates and Service Charges

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MSME Loans Interest Rates

Service Charges

Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.08.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.08.2025
1	Overnight MCLR	7.95
2	1 Month MCLR	7.95
3	3 Month MCLR	8.35
4	6 Month MCLR	8.65
5	1 Year MCLR	8.80

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
- [BPLR Historical data](#)
- [Base Rate Historical data](#)

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 07.06.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 07.06.2025

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

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All types of loans ▾

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Name: Nhpc Limited

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Faridabad

District: Faridabad

State: Haryana

Phone: 84*****09



Buyer / Second Party Detail

Name: Bank Of baroda

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

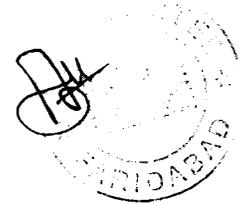
State: Haryana

Phone: 84*****09

Purpose: GENERAL AGREEMENT

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**THIS STAMP PAPER FORMS INTEGRAL PART
OF LOAN AGREEMENT DATED 20-08-2024**



[To be stamped for an adequate value as per the applicable state stamp laws]

LOAN AGREEMENT

This **LOAN AGREEMENT** (defined below) is made at the place and date respectively specified in Sr. No. [1] and [2] of Schedule II (*Details of the Facilities*) respectively, by:

Such company(ies) / limited liability partnership(s) (LLPs) / general partnership / sole proprietorship / Indian inhabitant / non-resident Indian / person of Indian origin / overseas corporate bodies, trust, society/co-operative society/ association whose name/(s) and address/(es) is/are specified in Sr. No. [4] of Schedule II (hereinafter referred to as the "**Borrower**", which expression shall, unless repugnant to the context or meaning thereof include his/her/their/its transferees, successors-in-interest, heirs, executors and permitted assigns (as applicable);

IN FAVOUR OF

BANK OF BARODA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its head office at Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara - 390 007, Gujarat and represented through its branch office specified in Sr. No. [3] of Schedule II hereinafter referred to as the "**Bank**" which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns

WHEREAS:

The Borrower has requested the Bank to sanction the Facility (defined hereinafter) for the Purpose (hereinafter) which the Bank has agreed to sanction as per sanction advice no **CFSGUR/6/ADV/NHPC/2024-25/114 dated 17.08.2024** subject to *inter alia* the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the Bank granting or agreeing to grant the Facility to the Borrower for the Purpose and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower hereby agrees, affirms and undertakes as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions

Unless the subject or context otherwise requires, the expressions listed below shall have the following meanings:

"**Additional Interest Rate**" means an additional interest rate payable by the Borrower, as more particularly set out in Sr. No. [20] of Schedule II (*Details of the Facilities*)

"**Agreement**" means this Agreement, as amended or modified from time to time.

"**Applicable Interest Rate**" means the interest rate more particularly set out in the Sr. No. 10 of Schedule II (*Details of the Facilities*) which the Bank may levy on the amounts outstanding under the Facility whether by way of principal amount or interest payments.

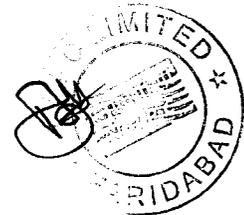
"**Dues**" mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

"**Events of Default**" shall have the meaning prescribed to it in Clause 15 (*Event of Default*).

"**Facilities**" mean collectively, the facilities as more particularly set out in Sr. No. [9] of Schedule II (*Details of the Facilities*) and the term "**Facility**" shall mean each or any one of them.

"**Facility Limit**" means the amount sanctioned to the Borrower (in respect of each of the Facilities), more particularly set out in Sr. No. [9] of Schedule II (*Details of the Facilities*).

"**Finance Documents**" means, collectively:



- (a) this Agreement;
- (b) each Security Document;
- (a) any other document executed by the Borrower in relation to the Facility and/or designated as a 'Finance Document' by the Bank.

"Guarantor" shall collectively mean any individual or body corporate who has agreed to secure / guarantee the Obligations (as more particularly set out in the Sr. No. 6 of Schedule II (*Details of the Facilities*)).

"Hypothecated Assets" mean the assets more particularly set out in Sr. No. [12] of Schedule II (*Details of the Facilities*).

"Insurance Contracts" mean insurance contracts and policies in relation to the Hypothecated Assets or any other assets of the Borrower and/or Guarantor charged in favour of the Bank including all renewals or substitutes therefor and any additional insurance contracts or policies required to be obtained by the Borrower pursuant to the terms of the Finance Documents.

"Material Adverse Effect" means any material adverse effect on:

- (a) the financial condition, assets, prospects of any of the Borrower and or Guarantor;
- (b) the ability of any of the Borrower and or Guarantor to perform and comply with its obligations under any Finance Document; and
- (c) the validity, legality or enforceability of any Finance Document or on the priority and ranking of the Security.

"Moratorium Period" means the period (if any) during which Moratorium is in force, more particularly mentioned in the Sr. No. 22 of Schedule II (*Details of the Facilities*).

"Obligations" mean the payment of principal amount of the Facilities, together with all interest, Additional Interest, Penal Charges, premia on prepayment, all other costs, charges and expenses or any other payment due and payable to or incurred by the Bank (each, in connection with or in terms of the Finance Documents).

"Overdue Amount" means, the principal/interest/ any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

"Penal Charge" shall be payable as per the terms of clause 7 of this agreement at the rate more particularly set out in the Sr. No. 21 of Schedule II (*Details of the Facilities*).

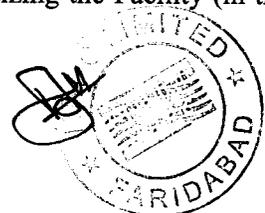
"Pledged Securities" means the securities (as defined as per the section 2(h) of the Securities Contracts (Regulation) Act, 1956, as amended from time to time) and shall mean the securities over which the Borrower propose to create pledge in favour of the Bank (in terms of this Agreement). This term shall also include additional pledged securities, all accretions and/or escalation thereto of any nature whatsoever in relation to the Pledged Securities.

"Prepayment Charges" shall have the meaning prescribed to it in Clause 5.1.

"Purpose" shall mean the purpose for which the Facility has been sanctioned by the Bank and shall have the meaning ascribed to it in Sr. No. [8] of Schedule II (*Details of the Facilities*).

"RBI" means the Reserve Bank of India.

"Repayment Installment" means a monthly / quarterly / half yearly installment of such amount as may be determined by the Bank from time to time under this Agreement payable by the Borrower on a monthly / quarterly / half yearly basis (as the case may be), amortizing the Facility (in the manner as set out in the Schedule III).



“Secured Assets” means every asset over which the security interest / charge is created or proposed to be created in favour of the Bank as required by the Bank as more particularly set out in Sr. No. [12] of Schedule II (*Details of the Facilities*) or as may be required by the Bank from time to time.

“Security” shall have the meaning ascribed to it in Clause 9.1 (*Security*).

“Security Documents” means any document executed, delivered or deposited by any Borrower and the Guarantor for the purpose of creation/ recording of the Security in favour of the Bank.

“Security Margin” shall have the meaning ascribed to it in Clause 9.2.

2. FACILITIES

- 2.1. Subject to the terms and conditions set out in this Agreement and other Finance Documents and at the request of the Borrower, the Bank has agreed to lend the Facilities to the Borrower.
- 2.2. The Borrower agrees that the proceeds of the Facility shall be used only for the Purpose and not for any other purpose nor shall the proceeds of the Facility be used for any speculative purposes and/or any purpose prohibited under any applicable law and/or regulation.
- 2.3. The Borrower agrees that Bank shall at its sole discretion, may disburse the Facility in full or in part, as the Bank may deem fit. The Bank shall be at the liberty to withdraw the Facility or withhold any disbursement thereunder, at any time, without assigning any reason thereof.
- 2.4. The Bank may at the request of the Borrower vary or diversify the Facilities allowed by it to the Borrower but so, however, that the overall limit of the principal amount at any time outstanding shall not exceed the aggregate maximum limit secured hereunder and this will not in any way affect or prejudice the security created over the Secured Assets. The Facilities and their limits so varied/diversified from time to time during the tenure of this Agreement shall be deemed to be the Facilities secured hereunder.
- 2.5. The terms and conditions set out in the Schedule I (*Additional Terms and Conditions*) shall be applicable to the Facilities availed by the Borrower and shall constitute an integral part of this Agreement.

3. DISBURSEMENT UNDER THE FACILITY

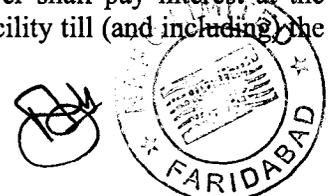
- 3.1. The Borrower agrees that the Bank may at its absolute discretion upon execution of this Agreement, other Finance Documents and other documents to the satisfaction of the Bank and fulfillment of other conditions as may be stipulated by the Bank, Bank may disburse the Facility in lump sum or installments.
- 3.2. The Bank may in its sole and absolute discretion at any time: (a) reduce or cancel any part of the Facility Limit; (b) refuse to grant any disbursement under the Facility; or (c) recall the entire Facility, (Partially/ fully) in case of default.
- 3.3. The Bank may at its discretion disburse the Facility by direct credit into an account of the third party as may be requested by the Borrower in writing.

4. REPAYMENT

The Borrower agrees to repay the outstanding amounts in connection with the Facility in the following manner:

- 1.1. Each Facility shall be repayable by the Borrower in the manner set out in the Schedule III (*Repayment Schedule*). The Borrower shall make repayment of principal amount along with Applicable Interest, and other costs, incidental charges and Overdue Amount (if any).
- 1.2. **Payment of interest during Moratorium Period**

Until the commencement of the Repayment Instalment, the Borrower shall pay interest at the Applicable Interest Rate from the date of first disbursement of the Facility till (and including) the earlier of or the expiry of the Moratorium Period.



1.3. Repayment Installment

(a). The payment of all or any Repayment Installment shall not be construed as full repayment/settlement of the Facility. The payment of Repayment Installment shall commence from 1 (one) month after (the earlier of) the expiry of the Moratorium Period, each as per the terms of this Agreement.

(b). Any amounts received by the Bank shall be appropriated in the following order of priority:

- (i) *firstly*, for the payment of the Overdue Amount in order of time (oldest first) and mechanism mentioned at (ii), (iii) & (iv);;
- (ii) *secondly*, towards all costs, commissions, charges and expenses paid or incurred by the Bank;
- (iii) *thirdly*, for payment of the Applicable Interest; and
- (iv) *lastly*, the principal amount of the Facility.

(c). The Borrower on or before the payment of Repayment Installment becoming due shall promptly pay the Repayment Installment together with interest and all other applicable charges and costs payable under this Agreement, on the respective due dates, without any demur, protest or default and without claiming any set-off or counterclaim and in any of the modes acceptable to the Bank including but not limited to payment by way of cheques, bank drafts, pay orders, standing instructions or payment by way of National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), electronic clearing service or in such other manner as may be acceptable to the Bank.

5. PREPAYMENT

5.1. At the written request of the Borrower, the Bank may allow the Borrower to prepay the Facility (in whole or part) by payment of the outstanding amount to the Bank, upon payment of Prepayment Charges, as more particularly set out in the Sr. No. 19 of Schedule II (*Details of the Facilities*).

5.2. Any prepayment shall take effect only after the receipt of such amount by the Bank.

6. INTEREST RATE AND OTHER CHARGES

6.1. Subject to Clause 6.2, the rate of interest payable on the Facility shall be the Applicable Interest Rate specified in the Sr. No. 10 of Schedule II (*Details of the Facilities*) (or such other Applicable Interest Rate as may be notified by the Bank from time to time). The Borrower agrees to pay interest at Applicable interest Rate on the daily outstanding balance in the manner as specified in the Sr. No. 10 of Schedule II (*Details of the Facilities*) and such interest being added to the balance outstanding on monthly rests and the said interest if unpaid will become part of the amount advanced and bear further interest at the same rate.

6.2. The Bank shall be entitled to reset the Applicable Interest Rate from time to time during the tenor of the Facility either by updating the website of the Bank at < <https://www.bankofbaroda.co.in> > (or such other appropriate places from time to time) ("**Website**") in such mode as may be prescribed. If the Borrower is not agreeable to such reset in the Applicable Interest Rate, the Borrower at his option may prepay the entire outstanding amount of the Facility together with applicable interest, charges, expenses, fees, costs, etc., within the stipulated time as the Bank may stipulate on the Website or other appropriate places. If the Borrower fails to prepay the entire outstanding amount of the Facility within, the time so stipulated then the revised Applicable Interest Rate shall take effect and becomes final and binding on the Borrower.

6.3 The Borrower agrees to pay all costs, charges, expenses including legal expenses, stamp duty, registration charges, penalties, other incidental charges and expenses incurred in connection with this Agreement, as well as the expenses incurred or to be incurred by the Bank for the preservation or realization of the Security proposed to be created pursuant to the terms of this Agreement and the Finance Documents.

7. PENAL CHARGES



- 7.1. In the event of non-compliance of any of the terms of this Agreement or any other term stipulated by the Bank in its sanction letter, including but not limited to defaults in making payment of any Repayment Installment, interest, charges or any other amounts to the Bank on the respective due date(s) or otherwise, failure or delay in submission of quarterly operative statement and/or half yearly fund flow statement and/or monthly stock/ book debts statements and other financial data and/or exceeds the borrowing limit in its cash credit account (if applicable) then the Borrower agrees to pay the Penal Charge under the Facility at such rates, as mentioned in the Sr. No. 21 of Schedule II (*Details of the Facilities*), from the relevant due date till the date of payment of such amount. Such Penal Interest will be computed from and including the date of default in payment by the Borrower till the date of actual payment by the Borrower to the satisfaction of the Bank.
- 7.2. The Penal charge shall be over and above the Applicable Interest Rate under the Facility. The levy of such Penal Interest under the Facility shall be without prejudice to other rights and remedies available to the Bank under this Agreement or otherwise.
- 7.3. The levy of Penal charge shall be on such amount as mentioned in the Sr. No. 21 of Schedule II (*Details of the Facilities*).
- 7.4. The Borrower agrees that the Penal charge is a genuine pre-estimate of the loss likely to be suffered by the Bank on account of any default, breach or non-compliance by the Borrower in discharging his/her obligations as agreed hereunder.
- 7.5. The Borrower hereby agrees and undertakes that the Bank will be entitled/authorized/permitted to charge and/or deduct/debit from their respective bank account maintained with the Bank, any sum of money as the Bank may incur or bear towards Penal charge payable by the Borrower to the Bank in relation to any Facility. Any such costs, charges, expenses, fee, or any other levy if unpaid, will become part of the amount advanced and bear further interest as applicable to the Facility.

8. COMMITMENT CHARGES AND OTHER FEE / CHARGES

The Borrower agrees to pay to the Bank, all fees and charges including, processing charges, inspection charges, mortgage-creation charges and miscellaneous charges, in the manner and for the amount as more particularly set out in the Sr. No. 18 of Schedule II (*Details of the Facilities*) and such other fees and charges as may be intimated by the Bank to the Borrower from time to time.

In the event, the Borrower not availing the Facility or any part of thereof, the Borrower shall pay to the Bank Commitment Charges at such rate and on such terms as are more particularly set out in the Sr. No. 18 of Schedule II (*Details of the Facilities*).

The Borrower agrees to pay and shall pay to the Bank commission, fees on the bills of exchange accepted /agreed to be accepted / discounted within the specified Facility limits and the guarantees issued/agreed to be issued and deposit/keep deposited with the Bank margin money at such rate or rates as the Bank may specify from time to time by notice in writing to the Borrower and the rate/s so specified shall be deemed to be the rate/s expressly agreed to by the Borrower and as if mentioned in herein this Agreement and the security created or to be created over the Secured Assets shall be deemed to be securities created for securing such bills of exchange and guarantees from time to time.

9. SECURITY AND CONTRACTUAL COMFORT

9.1. Security

For the purpose of securing the repayment of the principal amount of the Facility together with interest, additional interest, Penal charge, charges and all other charges and moneys payable by the Borrower in relation to the Facility Limit, the Borrower covenants to cause and create and perfect security interest (by way of mortgage / hypothecation / assignment / pledge, as the case may be) over the Secured Assets (the "Security").

- 9.2. The Security furnished by the Borrower to the Bank in terms of this Agreement shall be in the nature of continuing security and shall not be discharged or released by the Bank unless the principal



amount of the Facility, any interest and all other Overdue Amount is paid by the Borrower to the satisfaction of the Bank.

The Borrower shall at all times during the continuance of this Agreement keep and maintain such margin of security ("Security Margin") in favour of the Bank as mentioned in the Sr. No. 14 of Schedule II (*Details of the Facilities*) or such other percentage(s) as the Bank may from time to time determine of the cost or market value (market value as found by the Bank) whichever is lower of the Secured Assets or part thereof. The Bank shall be entitled to and shall be at liberty to change from time to time the said margin(s) and the Borrower shall be bound by such change.

9.3. The Borrower agrees that it shall hold the securities as agent of and in trust for the Bank and shall always maintain them and every part thereof in perfect condition, the opinion of the Bank as the state of their condition being conclusive, final and binding on the borrower.

9.4. Perfection Actions

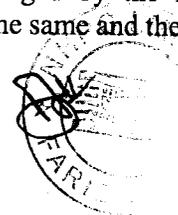
- (a) The Borrower shall take all actions (including, filings with any governmental / regulatory authority, registration with CERSAI) which may be required for the creation and perfection of the Security, to the satisfaction of the Bank as per applicable laws.
- (b) If the Borrower is a company or an LLP, it shall within the time prescribed (or such other time as communicated by the Bank), provide the Bank with the relevant registrations and/or filings including but not limited to ROC and CERSAI and as may be required under applicable laws for creation and perfection of the mortgage and/or hypothecation over the Secured Assets and Mortgaged and/or Hypothecated Property, as defined under Schedule II item no. 12 (each, in accordance with applicable laws).

9.5. Ranking of Charge

The security interest created or to be created in favour of the Bank shall always be a first pari-passu charge in favour of the Bank, except as may be allowed by the Bank.

9.6. Assigned Documents

- (a) The Borrower agrees that it shall, whenever required by the Bank, assign (by way of security) all its rights, title and interest in the secured assets like National Saving Bonds, Kissan Vikas Patra, fixed deposit receipts / short deposit receipts, life insurance policies, the Insurance Contracts of the Borrower and such other documents in favour of the Bank. Any proceeds received by the Borrower in connection with the Assigned Documents shall be held by the Borrower as an agent or trustee on behalf of the Bank and be deposited in the loan account of the Borrower maintained with the Bank.
- (b) The Borrower agrees to the following terms and conditions:
 - (i) renewal of fixed deposit(s) and continuance of advance shall be purely/entirely Bank's discretion (subject to RBI and regulatory guidelines) and it shall not be obligatory for the Bank to do so under any circumstances;
 - (ii) in case, the Obligations are not discharged by the Borrower when called upon by the Bank, the aggregate amount due on the said fixed/ short deposits payable to the Borrower maybe credited to loan/overdraft/other account and the balance, if any, may be paid to the Borrower;
 - (iii) if the Bank recalls the Facility, the Bank shall, in that event, be entitled to adjust the amounts due and payable to the Bank pursuant to the Obligations and liquidate the same in full by pre-payment/foreclosure of the said fixed / short term deposit(s) (as the case may be) and in that case the Bank may allow such rate of interest as may be permissible from time to time as per the rules of the Bank in case of pre-payment and/or foreclosure; and
 - (iv) in case, the fixed/short deposit(s) is/are renewed by the Borrower for a further period(s), then until the Obligations are discharged (in full), the renewed fixed/short deposit receipt(s) shall be duly discharged by the Borrower and deposited with the Bank so that the Bank may hold the same and the amount/s due



thereunder as security until the Obligations are (in full) discharged by the Borrower.

9.7. Hypothecation

(a) For the purpose of securing the repayment of the principal amount of the Facility together with interest, additional interest, Penal charge, costs, charges and all other moneys payable by the Borrower, the Borrower does hereby hypothecate as and by way of first pari-passu charge in favour of the Bank, all accretions, rights, title, interest and benefit in the Hypothecated Assets whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Borrower.

(b) The security interest over the Hypothecated Assets will become immediately enforceable upon the occurrence of an Event of Default.

(c) The Borrower agrees that upon the security interest over the Hypothecated Assets becoming enforceable as set out in this Agreement, the Bank shall be entitled to exercise all or any of its rights in relation to this Agreement or the Hypothecated Assets without the requirement of providing the Borrower any notice (written or otherwise), including the following:

(i). to take charge and/or possession of, seize, recover, receive and remove them and/or sell by public auction or by private contract, dispatch or consign for realisation or otherwise dispose of or deal with all or any part of the Hypothecated Assets and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise; and

(ii). to enforce security interest created over all or any part of the Hypothecated Assets with or without the intervention of any court or tribunal (whether through itself or through a nominee or agent).

(d). Any enforcement of the security interest created over the Hypothecated Assets is at the sole risk and expense of the Borrower and, if necessary, the Bank may act as attorney for and in the name of the Borrower.

9.8. The Bank, or its agent or nominee may, enforce all or any part of the Security with or without the intervention of any court or tribunal.

9.9. In the event, post enforcement of security over the Secured Assets, the Bank holds any surplus monies from the net proceeds of sale after settlement of all Obligations (such monies, the **Surplus Amount**), then the Bank shall be at liberty to utilize the Surplus Amount towards payment or liquidation of moneys which are due from the Borrower (whether solely or jointly with any other persons, firm or company to the Bank) in any manner whatsoever.

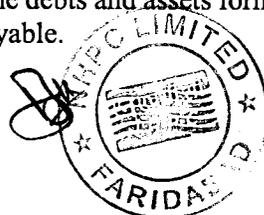
9.10. The Bank shall not in any way be liable or responsible for any damage or depreciation which the Secured Assets or any part thereof, may suffer or sustain on any account whatsoever while the same shall at any time come into possession of the Bank.

9.11. Additional Security

In the event, the Bank is of the opinion that the Security furnished by the Borrower has diminished in its value or is insufficient or incorrect in value, then the Borrower shall be directed to furnish additional security as may be required by the Bank and the Borrower agrees to comply with such demand within the time period and in the form and manner as required by the Bank.

9.12. The Hypothecated Assets shall be kept at the Borrower's risks and expenses and the Borrower shall at its own expenses during the continuance of this Agreement keep the Hypothecated Assets in good and marketable condition and in proper working order.

9.13. The Borrower shall make best endeavors to obtain payment of all the debts and assets forming part of the Hypothecated Assets as and when the same shall become payable.



- 9.14. The Hypothecated Assets shall be stored in such Godown or other places of storage and the books of accounts or other records be kept and maintained at such place/s as the Bank shall direct. The record of the Hypothecated Assets brought in or removed from any Godown or other place of storage shall be maintained regularly and shall be open for inspection to the Bank.
- 9.15. In the event the Bank has taken possession and cause sale of the Hypothecated Assets, the Borrower shall be solely responsible in all respects and the Bank shall not in any way be responsible for or in respect of the quantity, quality or condition or final turn-out or for loss, destruction or deterioration of the Hypothecated Assets, books of accounts, vouchers, papers and other records relating to the debts and assets or damage thereto occasioned by theft, pilferage, robbery, fire, riot, strikes, civil commotion or otherwise howsoever whatever may be the circumstances or the reasons under or for which such loss, destruction, deterioration, or damage may arise including any act, omission, negligence or default of the Bank or any of their servants or agents. The Borrower shall accept without question the accounts of such sale or sales or other transactions signed by any agent or other authorized officer of the Bank as sufficient proof of the amount realized or due under the sale or sales or transactions and the costs, charges and expenses incurred in connection therewith.
- 9.16. Pending seizure and/or taking possession of by the Bank, all the Hypothecated Assets and all proceeds of sale or other realizations and proceeds of insurance thereof and all documents under this security shall always be kept distinguishable and held as the exclusive property of the Bank specifically appropriated to the security to be dealt with only under the directives of the Bank.
- 9.17. In case any Hypothecated Asset inter alia includes a motor vehicle within the meaning of the Motor Vehicles Act, 1988 (as amended or modified from time to time) ("MVA") and any amendment or enactment thereto, the Borrower shall duly ensure that the Bank's charge (by way of hypothecation) is registered with the appropriate registering authority of the State Government and the Borrower undertakes to ensure that the Bank's charge of hypothecation is recorded in the certificate of Registration of Motor Vehicle (the "R.C. Book") and to deposit with the Bank a certified copy of the R.C. Book (which duly records the Bank's charge) within a period of 30 (thirty) days from the date of this Agreement.
- 9.18. Nothing contained herein shall affect, diminish, limit, negate or take away the right of the Bank to recover personally from the Borrower or from the Borrower's other properties, the balance for the time being dues of the loan, notwithstanding that all or any of the Secured Assets may not have been sold or realized and nothing herein contained shall prejudice or affect the right and remedies of the Bank apart from and irrespective of the deed or agreement in respect of any other debts liabilities or obligation due by the Borrower to the Bank.

10. Bank Guarantee Limit

NA

11. CASH CREDIT / OVERDRAFT / PACKING CREDIT/BILLS PURCHASE/ DISCOUNTING

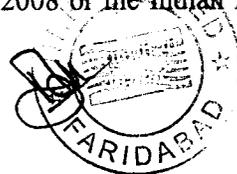
NA

12. REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representations and warranties as of the date hereof and such representations and warranties are deemed to be repeated on each day till all the amounts in relation to the Facilities are repaid in full to the satisfaction of the Bank, and when made (or deemed to be repeated) are done so with reference to the facts and circumstances then existing:

12.1. In respect of a Borrower which is a corporate entity or an LLP or a partnership firm:

- (a) it is duly incorporated and validly existing under the laws of its incorporation (as the case may be);
- (b) it has the capacity to enter into and execute the Finance Documents in accordance with its latest constitutional documents / partnership deed (as may be applicable) and the provisions of the Companies Act, 2013 or the Limited Liability Partnership Act, 2008 or the Indian Partnership Act, 1932 (as may be applicable); and



(c).it has the capacity to sue and be sued in its own name.

(d).it is hereby confirmed that the present total borrowings of the Company together with the limit fixed by the Bank for advances against the above arrangement and borrowings of all kinds from other banks do not and shall not at any time, exceed the borrowing limit approved by the Board of Directors of the Company as per the provisions of Section180 of the Companies Act 2013.

12.2. In respect of the Borrower which is an individual or a sole proprietor or a partnership firm, it and each of its partners (as may be relevant):

- a) is of sound mind and has the capacity to enter into and perform its obligations under the Facility Documents and is not otherwise disqualified under the provisions of the Contract Act and any other applicable law;
- b) has, the power to own his / her / its property and other assets and carry on his / her / its business as it is being conducted;
- c) shall jointly and severally be liable with the other partners for all indebtedness of the Borrower towards the Bank which are incurred by such partner and all retiring partners shall be bound hereby notwithstanding any change in the constitution or style thereof and whether the firm shall consist of or be reduced to one individual.
- d) is not otherwise disqualified under the provisions of the Contract Act and any other applicable law.

12.3. Each of the Finance Documents when executed by the Borrower constitutes legal, valid and binding obligations of the Borrower, enforceable in accordance with its constitutional documents or partnership deed (as may be relevant).

12.4. The execution, delivery, entry into and performance by the Borrower of, and the transactions contemplated by, the Finance Documents do not and will not conflict:

- (a).with any applicable law, statute or regulation or any judgment or decree to which the Borrower is subject; and
- (b).or result in any breach of any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement to which the Borrower is a Party.

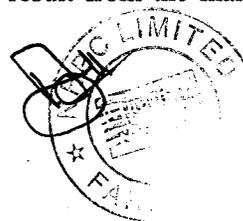
12.5. All clearances, permissions or authorizations required or desirable:

- (a). to enable the Borrower to lawfully to enter into, exercise its rights and comply with its obligations and consummate the transactions contemplated under this Agreement and the Finance Documents to which it is a Party;
- (b). to ensure the legality, validity, binding effect and enforceability of the Agreement and the Finance Documents to which it is a Party;
- (c). to make the Finance Documents to which it is a Party admissible in evidence; and
- (d). to enable it to create the Security in accordance with this Agreement and to ensure that such security interest has the ranking and the priority it is expressed to have,
- (e).have been obtained and are in full force and effect.

12.6.The Borrower is lawfully possessed of a good, valid and marketable right, title and interest over the Mortgaged Property and there exists no mortgage/charge/lien or other security interest, claim, demand, dispute or any other right adverse or inconsistent with his / her / its right thereto.

12.7.Save as contemplated under the Finance Documents, no encumbrance, lien, charge or security interest exists or will exist over the Mortgaged Property and the Hypothecated Assets secured/to be secured by the Borrower.

12.8. No Event of Default is existing or has occurred or is expected to result from the making of any disbursements under the Facility.



- 12.9. The Borrower confirms that he/she/it has paid all statutory dues including employees provident fund, sales tax, customs, excise, income tax dues etc. in accordance with applicable laws.
- 12.10. None of the Borrower, the Guarantor, any of the director inducted in the board (in case of company) and or any partner of the firm (in case of LLP or general partnership), has been identified as a wilful defaulter as per the guidelines of RBI.
- 12.11. The Borrower is in compliance with the provisions of all applicable laws and there is no litigation, proceedings or disputes pending or threatened against or affecting the Borrower, which could have a Material Adverse Effect on the Borrower or its assets or business or any Mortgaged Property.
- 12.12. The Borrower has not been declared as Bankrupt and no moratorium has been declared and no action, steps or legal proceedings have been initiated or threatened against the Borrower for the appointment of receiver or administrator on the assets of the Borrower.
- 12.13. All taxes, levies, outgoings and other charges of whatsoever nature due and payable in respect of the assets of the Borrower (including without limitation, the Mortgaged Property) are duly paid in accordance with applicable laws.
- 12.14. It is not necessary under the applicable law that any Finance Document be filed, recorded or enrolled with any court or other authority in India or that any stamp, registration or similar tax be paid on or in relation to any Finance Document or the transactions contemplated by any Finance Document other than:
- a) the stamp/ registration duties paid on any Finance Document prior to its execution in India;
 - b) court fees to be paid in connection with any proceedings brought before a court in India;
 - c) registration of the mortgage over the Mortgaged Property with the Sub-Registrar of Assurances; and
 - d) in case the Borrower is a company or an LLP) registration of the mortgage over the Secured Assets with the relevant Registrar of Companies in accordance with the provisions of the Companies Act, 2013 or the Limited Liability Partnership Act, 2008.
- 12.15. The Borrower has the creditworthiness for the purpose of the availing the Facility and shall provide satisfactory evidence of such creditworthiness to the Bank.
- 12.16. In case the Borrower is an individual, the particulars of the legal heirs of the Borrower and unencumbered assets of the Borrower as more particularly described in Sr. No. [16 and 17] of Schedule II (*Details of the Facilities*) are true, correct and complete. The Borrower further agrees that the above mentioned particulars have been furnished to the Bank to enable it to take steps for recovery of its dues from any or all of the heirs, jointly and or severally, in the event of death of the Borrower during the currency of this Agreement.
- 12.17. The Borrower hereby agrees that it shall not dispose off or create encumbrance on any of its unencumbered assets by way of sale, gift, lease, security, renunciation or otherwise, as mentioned in Sr. No. 17 of Schedule II (*Details of the Facilities*) hereto or as may be acquired in the future.
- 12.18. No scheme, notice or order passed by any government, statutory body or authority adversely affects the Mortgaged Property and/or the Hypothecated Assets in any manner.
- 12.19. It shall be borrower's endeavor to keep bank informed about the loan facilities availed by the company from any bank of Financial Institution.
- 12.20. If any subsidy is/ has been received by the Borrower in connection with the Facility, the Bank shall have a right to adjust such subsidy amounts against the outstanding amounts (whether by way of principal amount or interest payments) under the Facility.
- 12.21. Each representation, statement, fact, figure and particulars contained in the Finance Documents is true, correct and complete.



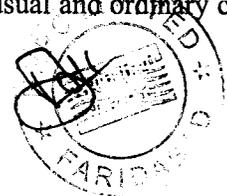
13. GENERAL COVENANTS AND UNDERTAKINGS

13.1. The Borrower shall keep the bank informed regarding

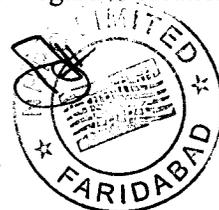
- a. sell, transfer, let out, lease or otherwise dispose off or part with the possession of the secured Assets (whether in whole or in part);
- b. create any charge, lien or security interest on any or all of the Secured Assets or any part thereof, other than the Security contemplated in this Agreement and other Finance Documents;
- c. transfer, dispose of, alienate, encumber or deal with the Secured Assets in any manner, save in the usual course of his / her / its business or as provided for in documents executed in that behalf;
- d. enter into any agreement or arrangement with any person, institution or government body for the use, occupation, development or disposal of the Secured Assets or any part thereof;
- e. amalgamate or merge the Mortgaged Property with any other adjacent property or create any right of way or any right of easement whatsoever nature thereon or any part thereof;
- f. in case the Borrower and/or the Guarantor is a company or a limited liability partnership) amend or modify its memorandum and articles of association or change its business activities or auditing policies (including the financial year);
- g. in case the Borrower and/or the Guarantor is an individual) change his/her citizenship status;
- h. permit any transfer of the controlling interest or make any material change in its capital structure or management setup or status or nature of constitution of the Borrower;
- i. formulate any scheme of amalgamation or effect any merger, acquisition or reconstruction;
- j. undertake guarantee obligations on behalf of any company, firm or person;
- k. pay guarantee commission to the Guarantors whose guarantees have been stipulated/furnished for the Facilities;
- l. invest by way of share capital or lend or advance funds to or place deposits with any other concern;
- m. be entitled to redraw any amounts prepaid in accordance with the Finance Documents;
- n. allow the promoters (as understood in terms of the applicable laws) to disinvest/ transfer their shareholding in the Borrower;
- o. take up a new project or large scale expansion;
- p. make material investment in or give loans to subordinates, associate concerns, individuals or other parties;
- q. in case the Borrower is a company) pay dividend other than out of current year's earnings after making due provisions; or
- r. until the discharge of all Obligations to the satisfaction of the Bank) repay loans and discharge other liabilities (except for the discharge of the Obligations).

13.2. With respect to the book debts being a part of the Hypothecated Assets the Borrower hereby agrees, affirms and undertakes as follows.

- (a) That each of the debts is entered into proper books of accounts maintained by the Borrower in the ordinary course of business;
- (b) That each of the debts arose out of bonafide transactions in the ordinary course of business;
- (c) That each of the debts is good and recoverable in full in the usual and ordinary course of



- business;
- (d) That the list of book debts does not include any debts which are doubtful of recovery or for recovery of which any dispute or cause of action is pending against debtors in any court;
 - (e) That the amounts of the debts is the net balance i.e., balance after deducting all advances, discounts, commissions, claims, set-off etc., due to the Borrower from its debtors;
 - (f) That each of the debts is free from any lien, encumbrance, claim, assignments, charges, etc., except the charge created in favour of the Bank;
 - (g) That the aggregate realizable value of the book debts listed in the ordinary course of business is at least equal to the total amount at which they are stated in the statement.
 - (h) That in order to verify our statement of particulars of book debts, the Bank is at liberty to inspect Borrower books of accounts and/or make extracts copies thereof at any time at Borrower's expense and the Borrower hereby agrees to accept as conclusive proof the result of such inspection as certified by any officer of the Bank;
 - (i) That the Borrower will not include the book debts of any Associate Concern in Borrower statements of Book Debts submitted to the Bank.
 - (j) The Borrower shall submit audited statement of Book Debts duly certified by the Borrower auditors once in each quarter.
- 13.3. Each Borrower shall (as and when demanded by the Bank) furnish a copy from the statutory auditors of such Borrower to certify that such Borrower has discharged all statutory taxes in accordance with applicable laws.
- 13.4. The Borrower undertakes that the particulars of the legal heirs of the Borrower as more particularly described in Sr. No. [16] of Schedule II are furnished to enable the Bank to take steps for recovery of its dues from any one/ some/ all of them in the event of Borrower's demise, or of any one or some or all of us during the currency/ pendency of the Facilities. The Borrower further agrees, undertakes and assures that he/she/it shall promptly inform the Bank in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage, etc., and/or, on account of any change in the applicable laws.
- 13.5. The Borrower unconditionally and irrevocably agrees that in case he/she/it commits any default in the repayment of such loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on date, the Bank shall have a right to ascertain the details of the unencumbered assets through or from various sources by engaging the services of professionals or through public by way of advertisement in newspapers/any other media publication seeking details of the unencumbered assets of the Borrower.
- 13.6. The Borrower hereby unconditionally and irrevocably agree as a condition of such loan/ advances extended to the Borrower by the Bank that in case the Borrower commits default in the repayment of such loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name, photograph or the name of the our company/firm/ unit and/or the name(s) and photograph(s) of its directors/partners/proprietors/karta/coparceners as defaulter/s in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- 13.7. The Borrower hereby gives specific consent to the Bank for disclosing and submitting the 'financial information' as defined under the Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations/rules framed under the said Code (as amended and in force from time to time and as specified there under from time to time) with respect of the various credit facilities (whether under this Agreement or otherwise) including the Facilities availed from the Bank, from time to time, to any Information Utility ("IU") as defined under the Code, in accordance with the relevant regulations framed under the Code and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank, as and when requested by the concerned IU.
- 13.8. The Borrower agrees that it will be liable to the Bank for any obligation which may be standing in the name of the Borrower in the books of the Bank (on the date of the receipt of notice by the Bank in relation to any change in constitution of the Borrower) and until all Obligations shall have been discharged by the Borrower (to the satisfaction of the Bank).
- 13.9. The Borrower has obtained the requisite consent from the Income-Tax authorities pursuant to the provisions contained in Section 281 of the Income-Tax Act, 1961 with regard to creation of charge over Secured Assets in favour of the Bank.



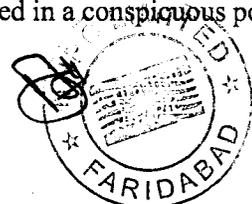
13.10. The Borrower shall comply with the provisions of Foreign Exchange Management Act, 1999 and all rules and regulations issued thereunder involving any guidelines or circular issued by the RBI in relation to the remittance of funds outside India, wherever applicable.

13.11. Insurance

- a) The Borrower shall insure and keep insured the Secured Assets against all risks including third party risks as customary against loss or damage inclusive of risks arising out of fire, theft, lightning and such other risks for a sum equivalent to or higher than the insurance value of the Secured Assets (as may be applicable), (applicable as per the terms of the sanction). Such Insurance Contracts are required to be taken with an agreed bank clause or in the joint name of the Bank and the Borrower as the "loss payee" or otherwise, as the Bank may require.
- b) The Borrower hereby agrees and affirms that it shall be the responsibility of the Borrower to negotiate and verify with the insurance provider. The Borrower agrees that the Bank shall be facilitating only the loan provided under this agreement and that the Bank shall in no scenario be a party to any dispute between the Borrower and the insurance provider.
- c) The Borrower shall at least 15 days prior to the due date pay all the premia and do all such acts necessary including renewing the insurance to keep the Secured Assets insured to the satisfaction of the Bank and submit the certificate/receipt thereof to the Bank. In the event the Borrower fails to pay the premia and submit the certificate/receipt thereof in time as mentioned above, the Bank may at its discretion, make payment of such premia. Any amount spent by Bank for effecting such insurance along with interest shall be payable by the Borrower to Bank at the rate specified by the Bank and any letter specifying that the Bank has taken insurance in relation to the Secured Assets would be considered sufficient proof that will enable the Bank to recover the amount spent by the Bank.
- d) The Borrower shall within the stipulated timelines provide details of all insurance policies and all other documents in connection with the insurance of the Secured Assets to the Bank as per the terms of the sanction. In the event, the Borrower fails to obtain the insurance of the Secured Assets, the Bank shall have an option to obtain the insurance on behalf of and at the cost of the Borrower, which may be debited to the account of the Borrower with the Bank.
- e) The Borrower undertakes that it shall comply with all the terms and conditions stipulated in the insurance policies or any other agreement entered into in relation to the insurance of the Secured Assets.
- f) In the event of occurrence of any event that may diminish the value of any Secured Asset, the Borrower is required to immediately inform the Bank as well as the relevant insurance company and undertake all such actions necessary to minimize / mitigate the damage caused.
- g) The Borrower agrees that in the event of the Bank obtaining any insurance cover or cover for financial risk from an insurance company/ies or any other institution/ firm/ body corporate or otherwise over the assets charged/ hypothecated/ pledged or mortgaged to the Bank or otherwise taken possession of by the Bank on account of or in consideration of the dues payable by the Borrower for the Facilities extended by the Bank without any further formalities and intimation by the Bank of having obtained such insurance, or financial risk cover and such letter informing about the Bank having taken such insurance cover, etc., would be sufficient proof thereof enabling the Bank to recover and/or charge the same to the accounts of the Borrower.

13.12. The Bank and its officers, nominees, servants or agents shall (without any prior notice) be entitled at any time during the continuance of this Agreement, to enter upon the Secured Assets (as may be relevant) to inspect and view the state and condition thereof and to appraise themselves of the status of compliance with the terms and conditions contained in this Agreement and the Finance Documents by the Borrower.

13.13. The Borrower shall display or write/print the Bank's name on the Secured Assets and/or cause a board with the name of the Bank to be placed and at all times maintained in a conspicuous position



upon and within the premises of the Borrower where any of the Secured Assets are kept lying or stored indicating that such articles are so charged and hypothecated to the Bank.

- 13.14. The Borrower shall not incur capital expenditure for major expansion / diversification /modernization without prior written approval/ intimation of the Bank.
- 13.15. The Bank shall be at liberty to carry out inspection of the Secured Assets at periodical intervals (at its sole discretion).
- 13.16. The Borrower hereby agrees that, in the event of change of status of the Borrower from non-resident to resident or from resident to non-resident, the Borrower shall inform the Bank forthwith in writing and the Bank shall have an unqualified right to impose such revised or additional terms and conditions (including but not limited to revision in the Facility Limit) as may be notified by the Bank. The Borrower agrees that such revised or additional terms and condition shall be deemed to be a part of this Agreement without any further actions by the Borrower.
- 13.17. The Bank shall have the right to have all or any of the Secured Assets valued by an appraiser and/or valuer appointed by the Bank and such valuation thus obtained shall be binding on the Borrower and the fees and expenses of such valuation shall be exclusively borne by the Borrower and be debited to Borrower's loan account and shall be treated as advance to the Borrower and payable and fully secured by this Agreement.
- 13.18. The Borrower hereby agrees and undertakes that the Bank will be entitled/authorized/permitted to charge and/or deduct/debit from their respective bank account maintained with the Bank, any sum of money as the Bank may incur or bear towards costs, charges, expenses, fee, or any other levy payable by the Borrower to the Bank in relation to any Facility. Any such costs, charges, expenses, fee, or any other levy if unpaid, will become part of the amount advanced and bear further interest as applicable to the Facility.
- 13.19. The Borrower agrees that in the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank, as to the materiality or reasonableness of any of the foregoing, shall be final and binding on the Borrower.

14. INFORMATION COVENANTS

14.1. The Borrower shall:

- a) promptly, upon becoming aware, furnish the details of:
 - i. the occurrence of any event which may; or
 - ii. any litigation, arbitration, investigative or administrative proceedings which are current, threatened or pending against/ by the Borrower, and which might, if adversely determined,
 - iii. be expected to have a Material Adverse Effect;
- b) promptly, provide the evidence to the satisfaction of the Bank about the contribution of the Borrower's contribution/margin money or such moneys as may be required by the Bank;
- c) promptly, furnish and certify all statements and information from time to time and as required by the Bank and give and execute any necessary documents required to give effect to the security interest over the Secured Assets;
- d) promptly, furnish evidence of financial indebtedness of the Borrower (together with particulars of its debtors in connection thereto, account books and other documents to enable the Bank to ascertain the financial indebtedness of the Borrower) from time to time;
- e) promptly, inform the Bank in writing of any change that may take place in the constitution of the Borrower (in case the Borrower is an LLP / general partnership / company / sole proprietorship);
- f) promptly, notify the Bank of any Event of Default (and the steps, if any, being taken to remedy it)



promptly upon becoming aware of its occurrence;

- g) promptly provide, such further information regarding any change in status of employment of the Borrower, the assets, financial condition, residential status, citizenship and business of the Borrower;
- h) promptly, supply to the Bank (upon becoming aware of them), information about any representation or warranty becoming untrue or occurrence of any fact or circumstance which is expected to make any representation or warranty untrue;
- i) within 7 (seven) days of the occurrence of any circumstance affecting the correctness of any statement or occurrence of any event which would impede the Borrower's ability to perform the obligations under the Finance Documents, notify Bank in writing of the occurrence of such event; and
- j) furnish all such information including periodical reports that the Bank may require for establishing compliance with the terms and conditions of the Finance Documents by the Borrower.

14.2. The Borrower agrees and undertakes that in the event of the Bank requiring any information for processing/ review of its account including furnishing of statements of stocks/ balance sheet (audited or otherwise), credit monitoring arrangement (CMA) data statement of other particulars may be required by the Bank within the stipulated period or at the time of processing/ review of the Borrower account and if for any reason, whatsoever, the Borrower is unable to furnish the same within a week or such other reasonable time as the Bank may, upon specific request by the Borrower, agree to, in writing, then the Bank shall be entitled to charge to the account of the Borrower and/or claim Additional Interest (calculated at the Additional Interest Rate).

14.3. The Borrower hereby gives its unconditional and irrevocable consent to the Bank to share the Banking transaction data, including but not limited to, bank statements from a current or savings account, tax data, pensions data, securities data (mutual funds and brokerage), and insurance data or any other data as may be allowed by RBI from time to time, of the Borrower with any Account Aggregator, of whose network the Bank is a member.

15. EVENT OF DEFAULT

15.1. Each circumstance set out below shall be an "Event of Default":

- a. failure by the Borrower to pay any amount (due under the Finance Documents) to the Bank on the relevant due date;
- b. any representation or statement made by the Borrower in any Finance Document is found to be incorrect;
- c. failure by the Borrower to perform or observe any terms or conditions or provisions contained in this Agreement or any other Finance Document;
- d. breach of any terms and conditions of this Agreement by the Borrower;
- e. if an insolvency petition has been admitted in relation to the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent;
- f. if the Borrower enters into any arrangement or composition with its creditors or committing any act of insolvency/Bankruptcy, or any act, the consequences of which may lead to insolvency/Bankruptcy of the Borrower;
- g. there is execution or distress or other process being enforced or levied upon or against the whole or any part of the Borrower's assets whether secured in favour of the Bank or not;
- h. an insolvency resolution professional, a liquidator or a receiver being appointed in respect of the whole or any part of the property of the Borrower and or the Guarantor;
- i. the Borrower, without the prior written consent of the Bank, attempts or purports to avail loan in connection with the Purpose from any other bank, financial institution,



organization, company or any other person;

- j. the Borrower and or the Guarantor: (i) fails to create and perfect security interest over the Secured Assets in favour of and to the satisfaction of the Bank in accordance with the terms of this Agreement and other Finance Documents, or (ii) subsequently creates any security interest over the Secured Assets in favour of another person;
- k. any event or circumstance occurs that is likely to prejudicially or adversely affect the capacity of the Borrower to repay the Facility or to carry out the activities contemplated in the Purpose;
- l. the Borrower (if a partnership firm), goes into dissolution / reconstitution without the previous written permission of the Bank;
- m. the Borrower utilizes or attempts to utilize the Facility for any purpose other than as set forth in the Agreement; and,
- n. Occurrence of any Material Adverse Effect.

15.2. The opinion of the Bank as to the determination of whether any of the matters, events or circumstances mentioned in sub-clause 15.1 above has occurred or is continuing shall be final and binding on the Borrower.

15.3. On the occurrence of an Event of Default, the Bank has the right to:

- a. refuse to disburse any amount under the Facility, reduce the Facility Limit or any part thereof to be disbursed and / or revoke any concessions granted in relation to the Facility without giving any notice or assigning any reason;
- b. accelerate the repayment of the entire balance outstanding under the Facility (at the time of occurrence of an Event of Default);
- c. make a claim against the Guarantor under the guarantee issued in terms of this Agreement;
- d. enforce the Security;
- e. revoke/recall the applicable concessional rate of interest, as stipulated in this Agreement, pursuant to which the Borrower agrees to pay interest rate calculated without any such concession / discount; and
- f. take such other action and / or measure as may be decided by the Bank in its sole discretion.

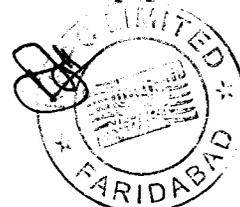
16. Borrower hereby confirms/undertakes that with reference to the Credit facility/ies sanctioned vide sanction Letter ref No **CFSGUR/6/ADV/NHPC/2024-25/114 dated 17.08.2024**, and being availed by them today, Borrower confirms having understood the following concepts and illustrative examples related to due dates, classification of our borrowal accounts as SMA/NPA in the course of the conduct of the accounts.

Concepts I clarifications 1 Illustrative examples on Due dates and specification of SMA/NPA classification dates

Dues: Mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

Overdue: Mean, the principal/interest/ any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:



The Principle of **FIFO** i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first. For example;

if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021

Assuming that nothing is paid/or there is partial payment (Rs. Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs .X-Y.

Additionally, an amount of Rs. Z becomes due as on 01.03.2021, Now any payment/partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 (Rs. X - Rs. Y). If there is more recovery than the Rs X - Rs Y, then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognize the incipient stress in loan accounts, immediately on default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA /NPA Category shall be as follows:

Loans in the nature of Term Loans		Loans in the nature of cash credit/ overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower for a period of
SMA 0	Up to 30 days		
SMA -1	More than 30 days and up to 60 days	SMA -1	More than 30 days and up to 60 days
SMA -2	More than 60 days and up to 90 days	SMA -2	More than 60 days and up to 90 days

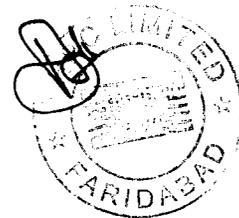
Non-Performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- (i). interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- (ii). the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit Monitoring (OD/CC),
- (iii). the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted
- (iv). the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- (v).the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An account shall be treated as 'out of order' if:



(i). the outstanding balance in the CC/OD account remains continuously in excess of the Sanctioned limit/drawing power for 90 days, or

(ii). the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

The definition of 'out of order shall be applicable to all loan products being offered as an overdraft facility, including those not meant for business purposes and/or which entail interest repayments as the only credits.

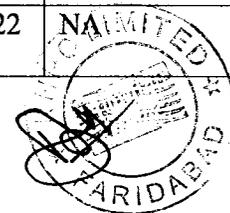
Further, the 'previous 90 days period' for determination of 'out of order' status of a CC/OD account shall be inclusive of the day for which the day-end process is being run.

e.g. - For the day end process on 31.03.2022 – Previous 90 Days will be from -01.01.2022, so sufficient turnover covering the interest application of Jan-22, Feb -22 & March-22 is required.

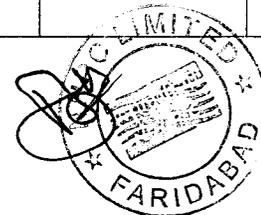
In case of NPA borrowers having more than one credit facility in our bank, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the credit facilities.

Illustrative movement of an account to SMA category to NPA category based on delay/non-payment of dues and subsequent Upgradation to Standard category at day end process:

Due date of payment	Payment date	Payment Covers	Age of oldest due in days	SMA/ NPA categorisation	SMA Since date / SMA class date	NPA categorisation date	NPA date
01.01.2022	01.01.2022	Entire dues up to 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA -0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022	1	SMA-0	01.03.2022	NA	NA



		fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022					
01.04.2022		No payment of dues of 01.02.2022 ,01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA -1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05 .2022
01.06.2022	01.06.2022	Fully paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05 .2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05 .2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05 .2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022	1	NPA	NA	NPA	02.05 .2022



		& 01.08.2022 at EOD 01.09.2022					
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard account with no Overdue	NA	NA	STD from 01.10 .2022

Borrower understands that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail

Facility shall be repayable in the manner set out in the schedule (Repayment schedule) as may be modified by the bank from time to time.

17. MISCELLANEOUS

17.1. In the event that the Borrower is more than one individual, then:

- a. each Borrower shall be bound hereby jointly and severally;
- b. any notice served on any of the Borrower shall be deemed to be served on all of such Borrowers; and
- c. each or any one of the Borrower is authorized and empowered by the other Borrower to admit and acknowledge their liability to the Bank by any payment into the account of the Bank or by way of express writing made to the Bank or in any other manner whatsoever, and any such admission and acknowledgment of liability or part payment by one or more of them shall be construed to have been made on behalf of each of the Borrower.

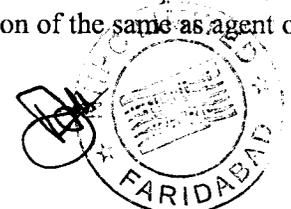
17.2. The Borrower shall indemnify and hold harmless the Bank and each director, officer, employee of the Bank and of an affiliate thereof (each an "Indemnified Person") from and against any and all claims, damages, losses, liabilities, taxes, stamp duty, and expenses or any expenses arising from any use of the proceeds of the Facility and the legal or other expenses incurred in connection with investigating, defending or participating in any such loss (including, as a result of occurrence of any default on part of the Borrower to which any such Indemnified Person may become subject pursuant to the Finance Documents or the transactions contemplated thereby.

17.3. The Borrower shall, promptly and in no event later than 7 (seven) business days of demand, indemnify the Bank against any cost, loss or liability incurred by the Bank as a result of the Bank having acted or omitted to act in accordance with or pursuant to any instruction received by fax/email or any other electronic mode of communication and any errors, delays or problems in transmission or otherwise caused by using the internet/email, fax or any other electronic mode as a means of transmission.

17.4. No delay or omission in exercising any right (including the charging and non-charging of Additional Interest and/or Penal charge), power or remedy accruing to the Bank upon the occurrence of any Event of Default under this Agreement or under any Finance Document shall be construed to be a waiver or acquiescence on the part of the Bank. Such inaction or delayed action will also not impair or prejudice any such right, power or remedy that the Bank may have against the Borrower.

17.5. The Bank may (without the prior consent of or notice to the Borrower) assign, transfer / novate any of its rights and/or obligations under this Agreement or other Finance Documents to another bank or financial institution or to a trust, special purpose vehicle, fund or any other entity.

17.6. In the event the Bank exercises its right to assign the Secured Assets and the books of accounts and other documents relating to the debts and assets of the Borrower, the Borrower shall, until actual delivery or assignment thereof to the Bank, be deemed to be in possession of the same as agent of the Bank but entirely at the risk and costs of the Borrower.



- 17.7. The Borrower shall not either directly or indirectly assign, transfer or novate (in part or in whole) its rights or obligations under this Agreement or any other Finance Documents to any person.
- 17.8. The Borrower shall, at its own expense, and as required by Bank, do all such acts that are required in executing all such acts, things, deeds, documents or assurance for the effectuation of such assignment.
- 17.9. The Borrower agrees that he/she/it has read and understood the contents of this Agreement and that (if applicable) the contents of this Agreement have been read and understood in the relevant vernacular language of the Borrower.
- 17.10. This Agreement may be amended only in writing and shall be binding upon and to the benefit of the Borrower hereto.
- 17.11. If any provision of this Agreement is invalid or unenforceable or prohibited by law in any respect, neither the legality, validity nor enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired thereby, and the Borrower hereto further agree that they shall mutually substitute for the part/s held to be illegal, invalid or unenforceable, lawful provisions so as to give effect to the original intent of this Agreement.
- 17.12. Any certificate or determination by the Bank of any rate or any amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 17.13. Any interest (including without limitation, the Applicable Interest Rate or the Penal charge), commission or fee accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 (three hundred and sixty five) days (except in case of a leap year, in which case it shall comprise of 366 (three hundred and sixty six) days).

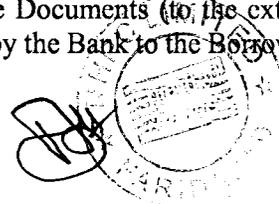
17.14. Business Days

- Instalments shall be paid on 1st of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next working day.

Non-working day means the day on which RBI is not working in Mumbai.

17.15. Set Off

- (a). The Bank shall have a lien and right of set-off on all monies belonging to the Borrower standing to its credit in any account whatsoever with the Bank. The Bank may, at any time and without notice to the Borrower in its absolute discretion, combine or consolidate all or any of the accounts of the Borrower and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising out of the liability of the Borrower as a principal debtor and/or guarantor. The rights conferred on the Bank hereunder shall be in addition to and without prejudice to any other security or securities and other recourse, which the Bank may now or hereafter hold and to any lien, set off or similar right.
- (b). The Borrower hereby further agrees that in respect of all such accounts and liabilities aforesaid the Bank shall have a lien on all stocks, shares, securities, property and book debts including other liquid or illiquid securities belonging to the Borrower, now or hereafter held by the Bank for safe custody, collection, or otherwise and all moneys now or hereafter standing to the credit of the Borrower with the Bank on any current or any other account and the Bank shall have the right to sell, realize all such securities and property as aforesaid for the purpose of realizing their respective dues.
- (c). All payments to be made by the Borrower under this Agreement must be calculated and be made in full and for value without (and free and clear of any deduction for) withholding, set-off, counterclaim or deduction except for any withholding of taxes under applicable law. Without prior notice to the Borrower, the Bank may (but is not obliged to), set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Bank) against any obligation owed by the Bank to the Borrower



(whether or not matured), regardless of the place of payment, booking branch or currency of either obligation.

(d). If any payment required to be made by the Borrower becomes subject to any deduction or withholding of any nature (including any tax), then the sum payable by the Borrower in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the required deduction or withholding, the Bank receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

17.16. No Waiver

No failure or delay on the part of the Bank in exercising any right, power or privilege hereunder or under any other Finance Document and no course of dealing between the Borrower, on the one hand, and the Bank, on the other hand, shall impair any such right, power or privilege or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Finance Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Finance Document or expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Bank would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Bank to any other or further action in any circumstances without notice or demand.

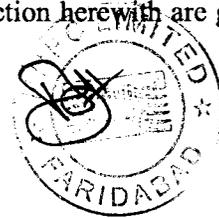
17.17. Notices

Communication in writing

Any communication made under this Agreement must be made in writing and, unless otherwise approved in writing by the Bank, must be made by email, hand delivery or registered post at such address (of the relevant Party) which is set out in Sr. No. [3, 4 and 6] of Schedule II (*Details of the Facilities*) of this Agreement.

18. GOVERNING LAW

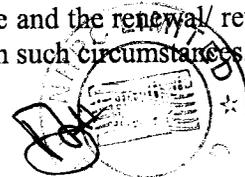
This Agreement and the non-contractual obligations arising in connection herewith are governed by Indian law.



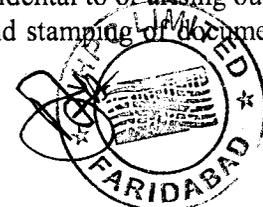
SCHEDULE I

ADDITIONAL TERMS AND CONDITIONS

- The borrower is required to submit CA certificate confirming FACR of the company including our bank's exposure on annual basis within-90-days from end of the respective financial year and end use certificate informing the project/s where funds shall be deployed duly signed by the management/CA within -90- days from each disbursement.
- The borrower shall submit audited accounts within 30 days of its audit to the Bank.
- The borrower shall keep the bank advised of any circumstances adversely affecting the financial position of the subsidiary company (ies) if any, including any action taken by any creditor against the subsidiary company (ies).
- All the stipulated charges over the assets of the borrower shall be registered with the Registrar of the Companies (ROC) and CERSAI as per the stipulated guidelines.
- Company to obtain external credit rating from any of the RBI's approved External Credit Rating Agencies for fresh credit facilities extended by Bank and submit a copy of the same to Bank within-180-days from the date of first disbursement.
- The Company should keep the Bank informed of the happening of any event likely to have substantial effect on its profits or business. If, for instance, the monthly production or sales are substantially less than what had been indicated to the bank, the company should inform the banks accordingly with the reasons therefore and the remedial steps taken.
- The Company should maintain adequate books of accounts as per the applicable accounting practices and standards.
- Bank will have the right to examine the books of accounts and carry out inspection or valuation of assets of the company which are charged to the Bank, from time to time by Bank's officials/ Technical Experts / External Agencies / C.A. firms / Management Consultants and / or Valuers. The inspection/ valuation charges so incurred will be borne by company except inspection charges of Bank officials which are specifically waived.
- All money advanced / to be advanced by the Bank will be utilized exclusively for the purpose set forth in application submitted to the Bank/ sanction letter of the Bank. In case, the advance is utilized or attempted to be utilized for any other purpose or if the Bank apprehends or has reasons to believe that the said loan is being utilized for any other purpose, the Bank shall have the right to recall the entire or any part of the loan / advance forthwith without assigning any reason thereof.
- In case of any default in the repayment of the loan or interest, the Bank and / or RBI will have an unqualified right to disclose or publish the name of the company / directors / guarantors as defaulter in such manner and in such medium as the Bank or the RBI in their absolute discretion may think fit.
- Company will keep the Bank informed of the happening of the event that is likely to have substantial effect on its profit / business or any circumstance adversely affecting its financial position.
- Penal charges will be levied for the default period in the below mentioned manner in case of the following irregularities:
 1. Delayed payment of dues including Principal, interest, service charges, bills overdue - 1% p.a. on the amount of default.
 2. Delay in submission of Audited Financial Statements - 1% p.a. on the outstanding balance of credit facilities of the borrower for the default period. Penal charge shall be levied for the actual days of default.
 3. Penal charges for non- submission of all the required financial papers/ other documents/ any relevant information before one month review due date of the borrower's account/s - 1% p.a. on the outstanding balance of credit facilities of borrower till date of submission.
 4. Non-compliance in carrying out of External Credit Rating of our eligible exposure - 1% p.a. on the outstanding balance of credit facilities of borrower for the default period.
 5. Breach in Financial Covenants as per sanction terms & condition - 1% p.a. on the outstanding balance of credit facilities of borrower for the default period.
 6. Non Submission of documents as per sanction terms - 1% p.a. on the outstanding balance of credit facilities of borrower for the default period.
 7. Non-compliance in security perfection as per sanction terms - 1% p.a. on the outstanding balance of credit facilities of borrower for the default period.
 8. Any other breaches/ non- compliance in material terms of sanction -1% p.a. on the outstanding balance of credit facilities of borrower for the default period.
 9. If a borrower has submitted the required financial papers/ documents/ information required for renewal/ review of the account within the specified timeline and the renewal/ review is pending at the Bank's level, no penal charges will be imposed in such circumstances.

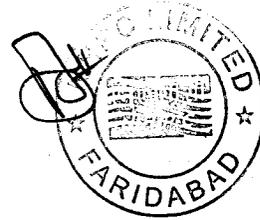


10. Penal charges are to be applied solely to overdue payments (instalments and/or interest/service charges etc.), for the period they remain unpaid beyond their due date. Penal charges will be calculated based on the actual number of days of default but will be debited on a monthly basis.
 11. GST on penal charges will be applicable as per the extant guidelines of the Bank.
 12. Additional penal charges cannot be levied on the earlier outstanding amount of penal charges
 13. Penal charges shall not exceed 2% of the outstanding balance of credit facilities of borrower, irrespective of the number of non-compliance instances.
- The advance made available under the above mentioned facilities are repayable as per the terms & conditions of these facilities granted, at the discretion of the Bank, are subject to change from time to time, in the event of default.
 - The Bank reserves the absolute right to unconditionally cancel / withdraw/recall the credit facilities (Partially/ fully) in case of default. Besides, the bank may modify or amend the terms & conditions of advances with mutual consent of both the parties.
 - The Bank reserves the right to withdraw/modify or amend the terms and conditions of advance and bank would not be bound to disburse full amount of advance in the event of any failure on the part of the borrower in satisfying any of the terms and conditions stipulated.
 - The rate of interest, margin and other charges are subject to change as per RBI's directives from time to time.
 - All concessions granted in the account are, inter-alia, subject to submission of external credit rating. The Bank is at liberty to withdraw all concessions for non-submission / non – renewal/ downgrading of the external credit rating.
 - The compliance of RBI / Bank's guidelines for funding under the Multiple Banking arrangement including exchange of information at prescribed intervals shall be carried out by the Bank.
 - The sanctioned credit facilities are subject to annual review. Renewal papers i.e. renewal request with latest audited / provisional financials etc. should be submitted before -3- months of the due date of the review or within -7- months from the date of close of financial year of the company, whichever is earlier.
 - Applicable taxes in any form, shall be payable by the company over and above the stipulated charges, fee and interest.
 - Search report from ROC for charges registered and DIN / Master Data shall be obtained at the cost of the company to ensure that all our stipulated charges are duly registered.
 - The existing lenders shall be put on notice about our Bank's sanction/ security structure.
 - The Company shall furnish information with regard to Debt profile as per RBI guidelines.
 - The company shall furnish an Undertaking letter to adhere to the financial covenant of maintaining minimum FACR of 1.00x times and TOL/TNW within 4:1 during the currency of the loan.
 - An undertaking/declaration to be obtained from the company as under:
 1. That the company/its directors/promoters/guarantors/associate concerns of the company are not related to any director of our bank or other bank.
 2. That the company/its directors/promoters/guarantors/associate concerns of the company are not in ECGC Caution List/SAL, CIBIL Suit Filed List, CIBIL Non Suit Filed List and RBI defaulter list.
 3. That the Company shall not induct into its board a person whose name appears in the 'willful defaulters' lists of RBI/ CIBIL/ECGC (other than nominee/ professional/ honorary director). In case such a person is already on the Board of the company, it would take expeditious and effective steps for removal of such person from its Board and suitably.
 4. That the bank without prior information to the company can give names and other details of the company/its directors/promoters to CIBIL, other banks, RBI and ECGC for their publication etc, in case of default.
 - In case of payment default in the account, bank have right to refer the account to NCLT or initiate other measures for recovery including change of management of the borrower company, in line with extant RBI guidelines.
 - In case of default or in event of diversion or siphoning off or utilizing the credit facilities for any other purpose other than for which it is granted, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the names of the company/its directors/ promoters in such manner and through such medium as the bank and/or RBI or such other agency authorized by them in their absolute discretion they may think fit.
 - The company shall pay or reimburse all costs, charges, expenses (including charges between the attorney or counsel and bank and those of our internal legal advisor/ officer and other experts, consultants or professionals), taxes, fees, stamp duties etc whatsoever, incidental to or arising out of the facilities, their negotiation, the preparation, execution, registration and stamping of documents



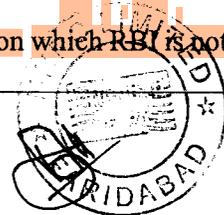
relating thereto, the preservation and protection of our rights and interest and enforcement or realization of any security or any demand or any attempted recovery of the amounts due from Company with mutual agreement.

- Bank shall be entitled to debit the amounts of all costs, charges and expenses to your account and such amounts shall stand secured by all securities given to or created in our favour in connection with the facilities. The company indemnify and keep us fully and completely indemnified from time to time against liabilities including all costs, charges and expenses stipulated herein where debited to your account or not.
- The company to provide KYC documents of the directors and authorized signatories.
- The sanction shall be valid for a period of 6-months, if not availed of within stipulated period, will lapse and will required revalidation by the competent authority.
- The Company to provide any other relevant information as sought by the lender from time to time.
- Due diligence by way of verification of e-way bills, wherever e-way bill is applicable.
- Inspection to be carried out for the assets created through reimbursement.

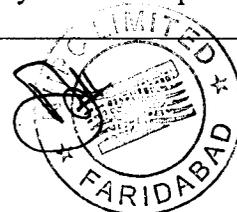


SCHEDULE II
DETAILS OF THE FACILITIES

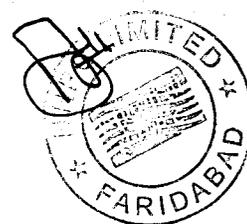
Sr. No.	Title	Details
1.	Place of execution	Faridabad, Haryana
2.	Date of the Agreement	20.08.2024
3.	Name and Address of the Branch of the Bank/Lending Office	Bank of Baroda, Corporate Financial Services Branch, 1 st Floor, 107-109, ABW Tower, M G Road, Gurugram, Haryana -122001
4.	Name of the Borrower and address or registered office of the Borrower	M/s NHPC Limited [A Govt. of India Enterprise] , a company incorporated under the Companies Act, 1956 and with corporate identity number L40101HR1975GOI032564 and having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003. Designated email id and phone number of the Borrower: Anuj Kapoor- Executive Director-Finance Mobile- 9816605945 Email- anujkapoor@nhpc.nic.in
5.	Occupation / nature of business activity of the Borrower	Hydro Power, Renewable Energy
6.	Name and address / registered office of the Guarantor(s)	NA
7.	Occupation / nature of business activity of the Guarantor(s)	NA
8.	Purpose	To meet out the CAPEX requirement of the company Including recoupment/ reimbursement of CAPEX already incurred (not for any particular project) prior to the date of disbursement, if any.
9.	Facilities and Facility Limit	Long Term Rupee Loan (Corporate Loan)- II of Rs. 750.00 Crore
10.	Applicable Interest Rate, Rest and Reset	<ul style="list-style-type: none"> • ROI linked to Overnight MCLR without SP & Spread i.e. 8.15 p.a. at present. • The first applicable interest rate shall be calculated based on benchmark rate one day before the first disbursement. This rate shall be applicable till the date of first reset.
11.	Interest Servicing	<ul style="list-style-type: none"> • Interest shall be payable on monthly rest. • Interest for the month shall be payable on the 1st day of next month. If 1st day is non-working, the same shall be paid on next working day. • Actual interest shall be computed on an "actual to actual basis". In case of leap year, number of days shall be considered 366 (actual day count convention) for whole leap year and leap year will be considered for a period of-12-months on the basis of calendar year i.e. from 1st January to 31st December in which Feb of 29 days falls. • Non-working day means the day on which RBI is not working in Mumbai.



Sr. No.	Title	Details
12.	Details of the Secured Assets	1 st Pari-passu charge on movable fixed assets (both present & future) of the borrowing company i.e. M/s NHPC Limited to the extent of 1.0x times (on WDV of assets basis) which is to be maintained based on outstanding amount during the tenure of the facility.
13.	Timelines for security perfection	The company to arrange for perfection of securities including obtention of NOC/Letter ceding pari-passu charge on proposed security from the existing charge-holders within-180-days from the date of 1st disbursement, failing which, penal charge @ 1% p.a. shall be charged till the perfection of securities is completed.
14.	A. Security Margin B. Valuation report of the immovable property proposed to be mortgaged / hypothecated / charged	NA NA
15.	Title report in respect of the immovable property proposed to be mortgaged / hypothecated / charged	NA
16.	Details of Legal Heirs of the Borrower	NA
17.	Details of unencumbered assets of the Borrower	NA
18.	Commitment Charges and other Fees/Charges	<u>Commitment Charges: NIL.</u> Stamp duty, if any, on the Credit Facility documents and other out of pocket expense, if applicable, such as advocate fee towards Title Search Report etc, along with the security creation charges and security trustee charges, if any, ROC Search Fee (annually) on actual basis, shall be borne and paid by the borrowing company.
19.	Prepayment Charges	Borrower Company shall be allowed to prepay the debt anytime fully and/or partially without payment of any prepayment charges/penalty subject to a prior notice of 30 days.
20.	Additional Interest Rate	If the security is not created / perfected within the stipulated time period as per the timeline of security perfection clause, the Borrower shall pay additional interest of 1% p.a. over and above the applicable rate of interest on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected.
21.	Penal Interest	<ul style="list-style-type: none"> If the security is not created / perfected within the stipulated time period as per the timeline of security perfection clause, the Borrower shall pay additional interest of 1% p.a. over and above the applicable rate of interest on the entire fund based outstanding amount from the next day of the expiry of the extended time period for perfection of security till the security is perfected. In case of default in payment of the dues by borrower, penal charge rate of 1% p.a. over and above the applicable rate shall be paid on the delayed payment for the period of delay.



Sr. No.	Title	Details
		<ul style="list-style-type: none"> penal charges @ 1.00% p.a. plus GST on outstanding balance for the default period for non-compliance of any terms of sanction including default
22.	Moratorium	24 Months
23.	Interest rate re-set	<p>The first reset shall take place on the first day of the month following completion of the month in which first disbursement takes place. For example, in case the drawl date is 28.02.2024, the first applicable interest rate shall be calculated based on benchmark rate as on 27.02.2024 plus quoted spread, if any. In case, 27.02-2024 happens to be a holiday, then rate available on previous working day shall be applicable. Further, the first reset shall take place on 01-03-2024 based upon the benchmark rate on one day prior to reset date plus quoted spread, if any. If the benchmark rate is not available on the said date, then benchmark rate of previous working day shall be considered. Thereafter, reset will take place after every one month in the same manner.</p>
24.	Availability Period/ Drawdown Schedule	<p>The sanctioned amount shall be drawn in single or multiple tranches during the current financial year in line with the Capex requirement. Any undrawn portion of the loan amount shall be drawn in the next financial year.</p>
25.	Interest Servicing	<ul style="list-style-type: none"> Interest shall be payable on monthly rest. Interest for the month shall be payable on the 1st day of next month. If 1st day is non-working, the same shall be paid on next working day. Actual interest shall be computed on an "actual to actual basis". In case of leap year, number of days shall be considered 366 (actual day count convention) for whole leap year and leap year will be considered for a period of-12-months on the basis of calendar year i.e. from 1st January to 31st December in which Feb of 29 days falls. Non-working day means the day on which RBI is not working in Mumbai.
26.	Inspection	<p>Inspection of the project/s where funds shall be majorly utilized as per the end use certificate provided by the management/CA and the securities charged to the Bank, shall be conducted once in -6-months till disbursement and thereafter on yearly basis. Expenses incurred towards journey (to and fro) shall be borne by the company on actual basis.</p>
27.	Financial Covenants	<p>The company shall undertake to adhere to the financial covenant of maintaining minimum FACR of 1x times and TOL/TNW within 4:1 during the currency of the loan.</p> <p>Testing shall be done based on audited financials till 30th November that means 1st testing shall be done on or before 30th November, 2025 based on audited financials as at 31.03.2025.</p>



SCHEDULE III

REPAYMENT SCHEDULE

The Principal amount of the Term Loan of Rs. 750.00 Crores shall be repayable in the following manner as specified hereunder:

TENURE: Door to Door tenure is 180 Months from the date of first disbursement.

REPAYMENT SCHEDULE:

- -156- Months post completion of Moratorium period of -24- months.
- -156- Monthly instalments post moratorium of Term Loan. 1st instalment shall be paid on 1st day of the month next to the month in which -24- months are completed.
- For example, if the loan is disbursed in the month of August-24, then -24- months shall be completed in the August-26. Accordingly, 1st installment shall be paid on 1st September 2026.
- Remaining instalments shall be paid on 1st of each succeeding month till the total repayment of loan. If the first day is non-working, the same shall be paid on the next working day.
- Non-working day means the day on which RBI is not working in Mumbai.

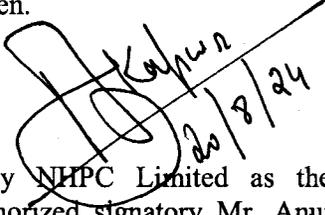
MORATORIUM: 24 Months

- Interest to be paid/serviced as and when levied/applied/debited in the account on monthly basis.

IN WITNESS WHEREOF the Borrower to this Agreement have caused these presents to be executed as of the date and year first above written.

The Borrower

SIGNED AND DELIVERED by NHPC Limited as the Borrower [by the hand of its authorized signatory Mr. Anuj Kapoor, Executive Director-Finance authorized *vide* Board Resolution dated 27.03.2024 passed at the meeting of its board of directors.


22/8/24

अनुज कपूर
ANUJ KAPOOR
कार्यपालक निदेशक (वित्त)
EXECUTIVE DIRECTOR (FINANCE)
एनएचपीसी लिमिटेड/NHPC Limited
(भारत सरकार का उद्यम)
सेक्टर-33, फरीदाबाद/Sector-33, Faridabad-1210 03



Interest Rates and Service Charges

Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.10.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.10.2025
1	Overnight MCLR	7.85
2	1 Month MCLR	7.90
3	3 Month MCLR	8.20
4	6 Month MCLR	8.60
5	1 Year MCLR	8.75

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
- [BPLR Historical data](#)
- [Base Rate Historical data](#)
- [BRLLR Historical data](#)



Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

[Accounts](#)[Loans](#)[Investments](#)[Insurance](#)[Digital
Products](#)[Other
Services](#)[Offers](#)

in terms of guidelines issued by Reserve Bank of India regarding implementation of Retail Lending based on Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

[RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE \(BRLLR\)- w.e.f. 07.06.2025](#)

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

Browse By:

All types of loans

Reset

Home Loan

Floating Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.45% to 9.20%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.70% to 9.45%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.70% to 9.45%



Loan	Accounts	Loans	Investments	Insurance	Digital Products	Other Services	Offers
				BRLLR + 1.30%			
		For Non-Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs		For Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
		For Non-Salaried*		BRLLR – 0.45% to BRLLR + 1.30%		From 7.70% to 9.45%	
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs		For Salaried*		BRLLR – 0.20% to BRLLR + 1.55%		From 7.95% to 9.70%	
		For Non-Salaried*		BRLLR – 0.20% to BRLLR + 1.55%		From 7.95% to 9.70%	
Baroda Top Up Loan		For Salaried* & Non-Salaried		Applicable ROI on linked Home Loan (Based on BRLLR on the date of availment of Top up Loan) + Strategic Premium (0.25%) + 0.60%			

*** Note:**

- Rate of Interest is dependent upon Loan limit and CIBIL Score of the applicant/s.
- Risk Premium of 0.05% will be levied for customers not obtaining credit insurance cover

Fixed Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.25% to 10.20%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.25% to 10.20%

Accounts	Loans	Investments	Insurance	Digital Products	Other Services	Offers
Home Loan – upto Rs.75 lakhs			BRRLLR + 1.00% to BRRLLR + 2.05%			
	For Non-Salaried*		BRRLLR + 1.10% to BRRLLR + 2.05%		From 9.25% to 10.20%	
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*		BRRLLR + 1.25% to BRRLLR + 2.30%		From 9.40% to 10.45%	
	For Non-Salaried*		BRRLLR + 1.35% to BRRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan	For Salaried*		BRRLLR + 1.25% to BRRLLR + 2.30%		From 9.40% to 10.45%	
	For Non-Salaried*		BRRLLR + 1.35% to BRRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs	For Salaried*		BRRLLR + 1.25% to BRRLLR + 2.30%		From 9.40% to 10.45%	
	For Non-Salaried*		BRRLLR + 1.35% to BRRLLR + 2.30%		From 9.50% to 10.45%	
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs	For Salaried*		BRRLLR + 1.50% to BRRLLR + 2.55%		From 9.65% to 10.70%	
	For Non-Salaried*		BRRLLR + 1.60% to BRRLLR + 2.55%		From 9.75% to 10.70%	
Baroda Top Up Loan	For Salaried* & Non-Salaried		Applicable Fixed ROI on Linked Home Loan + Strategic Premium (0.25%) + 0.60%			

*** Note:**

- *Risk premium of 0.05% will be applicable over the rate in case of borrower not opting GCLI.
- *The concessional rate of interest allowed by the Bank from time to time will be applicable for borrowers enjoying credit facilities under floating rate only.
- *Rate of Interest is dependent on CIBIL Score of applicant.

Baroda Mortgage Loan



Baroda Education Loan

Accounts Loans Investments Insurance Digital Products Other Services Offers

Baroda Advance Against Securities

Baroda Personal Loan

Baroda Loan To Pensioners

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Loan/OD Against Banks Own Deposits (LABOD/ODBOD)

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Interest Rates and Service Charges

- Deposit Interest Rates
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Repo Rate: 5.50% Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.09.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.09.2025
1	Overnight MCLR	7.85
2	1 Month MCLR	7.95
3	3 Month MCLR	8.20
4	6 Month MCLR	8.65
5	1 Year MCLR	8.80

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
- [BPLR Historical data](#)
- [Base Rate Historical data](#)

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 07.06.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 07.06.2025

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

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Repo Rate: 5.25%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.01.2026

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.01.2026
1	Overnight MCLR	7.80
2	1 Month MCLR	7.90
3	3 Month MCLR	8.15
4	6 Month MCLR	8.50
5	1 Year MCLR	8.75

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- MCLR Historical data
- BPLR Historical data
- Base Rate Historical data
- BRLLR Historical data

Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 06.12.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 06.12.2025

For Retail Loans applicable BRLLR is 7.90% w.e.f. 06.12.2025 (Current RBI Repo Rate: 5.25% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

Browse By: All types of loans

Reset



Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
	For Non-Salaried*	BRLLR – 0.70% to BRLLR + 1.05%	From 7.20% to 8.95%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs	For Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
	For Non-Salaried*	BRLLR – 0.45% to BRLLR + 1.30%	From 7.45% to 9.20%
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs	For Salaried*	BRLLR – 0.20% to BRLLR + 1.55%	From 7.70% to 9.45%
	For Non-Salaried*	BRLLR – 0.20% to BRLLR + 1.55%	From 7.70% to 9.45%
Baroda Top Up Loan	For Salaried* & Non-Salaried	Applicable ROI on linked Home Loan (Based on BRLLR on the date of availment of Top up Loan) + Strategic Premium (0.25%) + 0.60%	



- RISK PREMIUM OF 0.05% WILL BE LEVIED FOR CUSTOMERS NOT OBTAINING CREDIT INSURANCE COVER

Fixed Rate:

Product	Conditions	Repo Rate + Spread	Effective Rate of Interest
Baroda Home Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Home Improvement Loan to Non-Staff members	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Max Savings Home Loan – Upto Rs.75 lakhs	For Salaried*	BRLLR + 1.00% to BRLLR + 2.05%	From 8.90% to 9.95%
	For Non-Salaried*	BRLLR + 1.10% to BRLLR + 2.05%	From 9.00% to 9.95%
Baroda Max Savings Home Loan – Above Rs.75 lakhs	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan (Max Savings) - Upto Rs.75 lakhs	For Salaried*	BRLLR + 1.25% to BRLLR + 2.30%	From 9.15% to 10.20%
	For Non-Salaried*	BRLLR + 1.35% to BRLLR + 2.30%	From 9.25% to 10.20%
Baroda CRE Home Loan (Max Savings) - Above Rs.75 lakhs	For Salaried*	BRLLR + 1.50% to BRLLR + 2.55%	From 9.40% to 10.45%
	For Non-Salaried*	BRLLR + 1.60% to BRLLR + 2.55%	From 9.50% to 10.45%



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Strategic Premium (0.25%) +
0.60%*** Note:**

- *Risk premium of 0.05% will be applicable over the rate in case of borrower not opting GCLI.
- *The concessional rate of interest allowed by the Bank from time to time will be applicable for borrowers enjoying credit facilities under floating rate only.
- *Rate of Interest is dependent on CIBIL Score of applicant.

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Service Charges

Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.07.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.07.2025
1	Overnight MCLR	8.10
2	1 Month MCLR	8.30
3	3 Month MCLR	8.50
4	6 Month MCLR	8.75
5	1 Year MCLR	8.90

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
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- [Base Rate Historical data](#)



Interest Rate linked to BRLLR

Interest Rate linked to MCLR

Interest Rate linked to Base Rate



Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 07.06.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 07.06.2025

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

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Interest Rates and Service Charges

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Repo Rate: 5.50%

Marginal Cost of funds based Lending Rate (MCLR)

MCLR rate w.e.f from 12.08.2025

Sr. No.	MCLR Benchmark	MCLR in (%) w.e.f 12.08.2025
1	Overnight MCLR	7.95
2	1 Month MCLR	7.95
3	3 Month MCLR	8.35
4	6 Month MCLR	8.65
5	1 Year MCLR	8.80

Base Rate(per Annum) effective from 12.05.2025 is 9.45% p.a.

BPLR effective from 12.05.2025 is 13.75 % p.a.

Historical data

- [MCLR Historical data](#)
- [BPLR Historical data](#)
- [Base Rate Historical data](#)

[Interest Rate linked to BRLLR](#)
[Interest Rate linked to MCLR](#)
[Interest Rate linked to Base Rate](#)

Rate of Interest on various Retail Loans Linked with Baroda Repo Linked Lending Rate [BRLLR] w.e.f. 07.06.2025

In terms of guidelines issued by Reserve Bank of India regarding implementation of External Benchmark Based Lending rates. Bank has introduced Baroda Repo Linked Lending Rate (BRLLR) in respect of all Retail Lending products w.e.f 01.10.2019

RATE OF INTEREST ON VARIOUS LOANS LINKED WITH BARODA REPO LINKED LENDING RATE (BRLLR)- w.e.f. 07.06.2025

For Retail Loans applicable BRLLR is 8.15% w.e.f. 07.06.2025 (Current RBI Repo Rate: 5.50% + Markup/Base Spread 2.65%).

Please contact your base branch for conversion of Rate of Interest from MCLR to BRLLR

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- Baroda Loan To Pensioners
- Baroda Loan for Subscription to Public Issue/IPO
- Loan/OD Against Banks Own Deposits (LABOD/ODBOD)
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- Retail Gold Loan

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- [Online Deceased Claim Portal](#)
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- [List of Inoperative Accounts \(e-Dena\)](#)

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