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For India Infrastructure Finance Company Ltd.
Asian Development Bank

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[SPECIMEN AGREEMENT]

[SUBJECT TO CHANGE]

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SECURITY TRUSTEE AGREEMENT

AMONG

[•]

As the Issuer

AND

[•]

As the Security Trustee

AND

[•]

As the Debenture Trustee

AND

INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED

As IIFCL

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This **SECURITY TRUSTEE AGREEMENT** ("**Agreement**") is entered into on this _____ day of _____:

BY AND AMONG:

[•], a company incorporated under the Companies Act, 1956, having its corporate identity number [•] and its registered office at [•], (hereinafter referred to as the "**Issuer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

[•], a company incorporated under the Companies Act, 1956, having corporate identity number [•] and its registered office at [•], in its capacity as Security Trustee to the Secured Parties (hereinafter referred to as the "**Security Trustee**", which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the Second Part;

AND

[•], a company incorporated under the Companies Act, 1956, having corporate identity number [•] and its registered office at [•], in its capacity as Debenture Trustee, (hereinafter referred to as the "**Debenture Trustee**" which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the Third Part;

AND

INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED, a company incorporated under the Companies Act, 1956, having corporate identity number U67190DL2006GOI144520 and its registered office at 8th Floor, Hindustan Times House, 18 & 20, Kasturba Gandhi Marg, New Delhi – 110001 (hereinafter referred to as "**IIFCL**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns) of the Fourth Part.

"**Parties**" shall mean collectively the Issuer, the Security Trustee, the Debenture Trustee and IIFCL and "**Party**" means each of the Issuer, the Security Trustee, the Debenture Trustee and IIFCL individually.

WHEREAS:

- (A) The Issuer operates a [•] MW wind farm project at [•] District, in the state of Maharashtra, India (the "Project"). The commercial operation date of the Project was [•];
- (B) The Issuer has availed of financial assistance from certain creditors, including the Sponsor for the Project (the "**Existing Debt**");
- (C) The Board of the Issuer has, pursuant to its resolution dated [•] authorized and subsequently, the Issuer proposes to issue secured, listed, partially guaranteed, redeemable, non- convertible debentures of a face value of Rs. [•] each, aggregating up to [•] ("**Debentures**") on a private placement basis in terms of the Offer Letter to specific investors (the "**Transaction**");

- (D) The Debentures will be listed on wholesale debt market segment of the National Stock Exchange of India Limited pursuant to and in accordance with the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 (as amended) within a period of 20 (Twenty) days from the Deemed Date of Allotment;
- (E) The Issuer has appointed the Debenture Trustee to act as the trustee for the Debenture Holders *vide* a debenture trustee agreement dated _____ (the "**Debenture Trustee Agreement**");
- (F) India Infrastructure Finance Company Limited ("**IIFCL**") has introduced a scheme titled '*Regular Credit Enhancement Scheme of IIFCL*' ("**Credit Enhancement Scheme**") wherein, IIFCL has agreed to provide a "first loss" partial credit guarantee to the holders of bonds issued by companies engaged in viable infrastructure projects. The Issuer has approached IIFCL under the Credit Enhancement Scheme to issue a partial credit guarantee ("**IIFCL Guarantee**") in accordance with the terms of the IIFCL Guarantee Agreement (defined below);
- (G) In furtherance thereto, IIFCL has executed an irrevocable and unconditional guarantee dated on or about the date of the Debenture Trust Deed in favour of the Debenture Trustee and the Security Trustee ("**IIFCL Guarantee Agreement**"), subject to the terms and conditions stated in such IIFCL Guarantee Agreement. IIFCL also intends to execute back-stop guarantee(s) (the "**Back-Stop Guarantee(s)**") with third party guarantor(s), from time to time (the "**Back-Stop Guarantor**"), in order to support its guarantee obligations under the IIFCL Guarantee Agreement. At or about the time of execution of this Agreement, such Back-Stop Guarantor is proposed to be Asian Development Bank, an international financial institution organised and existing under the Agreement Establishing the Asian Development Bank by and among its member countries and accordingly, IIFCL has entered/ will enter into a Back-Stop Guarantee with Asian Development Bank on or about the date of this Agreement;
- (H) Additionally, the Issuer has agreed that the Secured Obligations, together with any other amounts, whatsoever stipulated in or payable under the Debenture Documents due and payable to the Debenture Holders and/or the Debenture Trustee shall be secured by the Security;
- (I) As the Security shall be created for the benefit of the Debenture Holders, IIFCL and the Backstop Guarantor (if it elects in accordance with this Agreement and the Inter-Creditor Agreement) the Backstop Guarantor, it has been agreed by and among the Issuer, the Debenture Trustee, IIFCL and the Backstop Guarantor, that the Security shall be created in favour of a third party which shall hold the same for the benefit of the Debenture Holders, IIFCL and the Backstop Guarantor;
- (J) Accordingly, the Debenture Holders, the Debenture Trustee and IIFCL desire that the Issuer settle a trust for the beneficial interest of the Secured Parties and to empower the Security Trustee to accept the security created over the Secured Assets and hereunder from the Issuer.
- (K) At the request of the Debenture Trustee acting on the instructions of the Debenture Holders and IIFCL, [•] has agreed to act as Security Trustee for the Secured Parties on the terms and conditions contained herein and in the Debenture Documents, and has agreed to accept the trust created hereunder and by virtue of the Debenture Documents. It is hereby agreed that the Security Trustee shall act only upon express written instructions and advice of the

Secured Parties acting in accordance with the Debenture Documents.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere, the definitions listed in Schedule I shall apply throughout this Agreement. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation annexed and marked Schedule II.

1.2 Any act, deed or thing done or carried out by the Security Trustee as per the provisions and terms of this Agreement and the other Debenture Documents shall, unless otherwise provided for in the Debenture Documents, be done or carried out with the prior written approval / consent / instructions of the Issuer and/or the Secured Parties.

2. APPOINTMENT OF SECURITY TRUSTEE

2.1 Appointment of Security Trustee

2.1.1 Subject to the terms, conditions and covenants contained in this Agreement, [•] is hereby appointed as Security Trustee to act on behalf of the Secured Parties pursuant to the trust created hereunder and under the terms of Debenture Documents and [•] hereby agrees to act as Security Trustee for the purposes and in accordance with the terms and provisions set forth herein and on the remuneration as mentioned in Clause 7.2 hereof.

2.1.2 The Issuer shall, in accordance with the terms of Debenture Documents, create or procure the creation of the Security Interests over the Secured Assets in favour of the Security Trustee, which shall hold the same for the benefit of the Secured Parties.

2.1.3 The Debenture Trustee has agreed to appoint the Security Trustee as its agent and hereby authorises it to accept the Security Interests created on the Secured Assets pursuant to the Security Documents and hereunder from the Issuer and others and to enter into the Debenture Documents.

2.2 Settlement of Trust

The Issuer hereby settles in trust with the Security Trustee, the sum of Rs [•]. The Security Trustee has accepted the above amount of Rs [•] in trust declared and, subject to the terms and conditions in this Agreement, agreed to act as trustee for the benefit of the Secured Parties and their successors, transferees, novatees and assigns in accordance with the Debenture Documents (the trust declared hereinafter referred to as the “Trust”).

The Issuer hereby undertakes and confirms to create or procure the creation of the Security Interests on the Secured Assets in favour of the Security Trustee in accordance with the terms of the Debenture Documents. The Security Trustee shall hold the Security Interests on the Secured Assets created or to be created under the respective Security Documents for

the benefit of the Secured Parties in accordance with the terms thereof.

The Parties further confirm and undertake that subject to the Backstop Guarantor obtaining all required approvals under Applicable Law including permission(s) from the RBI for holding Security Interest in the Secured Assets and the Backstop Guarantor executing the Deed of Accession, the Backstop Guarantor shall become a Secured Party for the purposes of this Agreement and any amounts due and payable to the Backstop Guarantor in terms of the Backstop Guarantee shall be secured by way of a charge on the Secured Assets that shall always rank *pari passu* with the Security Interests of the existing Secured Parties.

2.3 Authority for Certain Actions

The Secured Parties hereby authorise and direct and the Security Trustee hereby agrees, upon receipt of written instructions from the Secured Parties, in accordance with the Debenture Documents for the benefit of such Secured Parties:

- 2.3.1 to execute such of the Debenture Documents as are required to be executed by the Security Trustee under the Debenture Documents and accept delivery of such of the Debenture Documents as are required to be executed by the Issuer or any other Person, to accept the deposit of title deeds, to keep in custody the documents, deeds and writings in relation to the properties or assets secured in favour of the Security Trustee and do any other act necessary or required for the creation and perfection of the Security Interests on the Secured Assets under the Debenture Documents;
- 2.3.2 to execute and deliver all other documents, agreements, instruments and certificates and do all other actions as set out under the relevant Debenture Documents;
- 2.3.3 to enforce the Secured Assets in accordance with the provisions of the Debenture Documents and to receive and apply all monies in accordance with the Debenture Documents;
- 2.3.4 to take whatever action that shall be required to be taken by the Security Trustee by the terms and provisions of this Agreement and/or the other Debenture Documents to exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred to in Clause 2.3.1 and 2.3.2 as set forth in such documents, agreements, instruments and certificates; and
- 2.3.5 subject to the terms and provisions of this Agreement and the Debenture Documents, to take such other action in connection with the foregoing as the other Secured Parties may from time to time direct.

2.4 Declaration of Trust by the Security Trustee

- 2.4.1 The Security Trustee hereby declares that in relation to the Secured Parties, it shall:
 - (a) hold upon trust the Security Interest over the Secured Assets to be created under the Security Documents as and by way of security for the irrevocable and unconditional discharge and payment in full of the Secured Obligations for the benefit of the Secured Parties including, without limitation:

- (i) all of its rights under or pursuant to the Security Documents and all sums received by it under this Agreement or under the Security Documents (save for any sums received solely for its own account) and the Security Interests to be created pursuant to, or evidenced by, the Security Documents; and
 - (ii) monies received by it out of, whether prior to or as a result of enforcement of the Secured Assets or the exercise of rights and remedies under the Debenture Documents.
- (b) take such other actions in accordance with, or arising out of, the provisions of this Agreement and the other Debenture Documents; and
- (c) take actions or refrain from taking any action in accordance with the written instructions of the Secured Parties.

2.4.2 None of the Secured Parties shall have legal title to any part of the Secured Assets, provided that each Secured Party shall have a beneficial interest in the Secured Assets to the extent of the Secured Obligations owed to it.

2.4.3 No assignment or transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Secured Parties in and to the Secured Assets or this Agreement or under any other Security Document shall operate to terminate this Agreement or the trust created hereunder or confer on any successor or assignee of a Secured Party any legal title to any of the Secured Assets provided that such successor or assignee of a Secured Party shall have a beneficial interest in the Secured Assets to the extent of Secured Obligations owed to it.

2.5 Relationship between the Security Trustee and the Issuer

2.5.1 The Security Trustee shall not in any respect be an agent of, or trustee for, the Issuer by virtue of this Agreement.

2.5.2 The Security Trustee shall not be liable to the Issuer for any breach by any other Secured Party or be liable to any other Secured Party for any breach by the Issuer or any other Secured Party.

2.6 Delegation

The Security Trustee may act through its personnel and agents and may, with prior written consent of the Secured Parties, delegate by power of attorney or otherwise to any Person or Persons (whether being a joint trustee or not) all or any of the trusts, powers and authorities vested in it by this Agreement, any Financing Document or any document relating to any of them and such delegation may be made upon such terms and subject to such conditions (including power to sub-delegate) and subject to such regulations as the Secured Parties think fit after having due regard to the nature of trusts, powers or authorisations it proposes to delegate.

2.7 Action

- 2.7.1 The Security Trustee shall act in accordance with the written instructions of the Secured Parties and in accordance with the provisions of the Debenture Documents. The Security Trustee shall be under no obligation to exercise any of the rights and remedies conferred on it under any Financing Document unless the Security Trustee receives directions so to do from the Secured Parties in accordance with the Debenture Documents.
- 2.7.2 Any sale or other conveyance of the right, title and interest in any part of the Secured Assets or any assignment of rights under the Security Documents by the Security Trustee, made in accordance with the provisions of this Agreement and any other Debenture Documents, shall bind the Secured Parties and the Issuer and shall be effective, to the extent of any such sale or conveyance or assignment, to transfer and convey all rights, title and interest of the Security Trustee and the Secured Parties in and to such part of the Secured Assets that is the subject of any such sale or conveyance. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Security Trustee. The Security Trustee shall not sell, convey or otherwise assign or transfer any of the estate, right, title or interest in, to or under the Security Interest except in accordance with the provisions of the Debenture Documents.
- 2.7.3 No Party (other than the Security Trustee) may take any proceedings against any officer or employee of the Security Trustee: (a) in respect of any claim it might have against the Security Trustee, or (b) in respect of any act or omission of any kind by that officer or employee, in relation to this Agreement or any Financing Document.

2.8 Duty to provide information

The Security Trustee shall, if the Secured Parties request for any information which the Security Trustee has received in its capacity as the Security Trustee from the Issuer or any other Person, forthwith provide the same to the Secured Parties. However, the Security Trustee need not disclose any information relating to the Issuer to any third party if the disclosure might, in the opinion of the Security Trustee, constitute a breach of any law or regulation or any duty of secrecy or confidentiality or be otherwise actionable at the suit of any person.

2.9 Reliance

The Security Trustee may:

- 2.9.1 rely on any notice or document reasonably believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person;
- 2.9.2 rely on any statement made by a director or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify; and
- 2.9.3 engage, consult and rely on legal or other professional advisers (including those in its employment and those representing a party other than itself) and shall not be liable for anything done or omitted to be done by it acting in good faith and in accordance with the advice of any legal or other professional advisers (other than for its gross

negligence or wilful default). *Provided* however, that the Security Trustee shall not be liable to incur any costs, expenses or charges for legal or other professional advice as specified hereinabove and the said costs and expenses shall be borne or reimbursed by the Issuer, as the case may be. Further, the Security Trustee shall not engage any legal or other professional advisers for seeking advice without the prior written consent of the other Secured Parties.

2.10 Credit Approval and Appraisal

Each of the Secured Parties confirms that it:

2.10.1 has made its own independent investigation and assessment of the structure of the Project, the form and substance of the Debenture Documents which have been executed as on the date hereof, the financial condition and affairs of the Issuer, each party to a Project Document and their respective related entities in connection with their participation in the Debenture Documents and has not relied exclusively or otherwise on any information provided to it by the Security Trustee in connection with any Financing Document; and

2.10.2 will (as the circumstances may require) continue to make its own independent appraisal of the matters referred to in this Clause 2.10 while any amount is or may be outstanding under the Debenture Documents.

2.11 The Security Trustee

2.11.1 The Security Trustee may:

- (a) carry on any business with the Issuer or its related entities;
- (b) act as agent or trustee for, or in relation to any financing involving the Issuer or its related entities so long as its acting in such capacity does not and will not conflict with its obligations under this Agreement and/or any other Debenture Documents; and
- (c) retain any profits or remuneration in connection with its activities as the Security Trustee under the Debenture Documents or in relation to any of the foregoing.

2.12 Compliance

Notwithstanding the provisions of this Agreement, the Security Trustee may refrain from doing anything which might, in its opinion, constitute a breach of any Applicable Law or be otherwise actionable at the suit of any Person (unless the Security Trustee is indemnified to its own reasonable satisfaction), and may do anything which, in its opinion, is necessary or desirable to comply with Applicable Law.

The Issuer and the Secured Parties, severally, hereby declare, represent and warrant that they are in compliance with the provisions of the Foreign Account Tax Compliance Act ("**FATCA**"), if applicable. The Issuer hereby undertakes on its behalf, and on behalf of the Secured Parties, that it and the Secured Parties shall be in compliance with the applicable provisions of the FATCA at all time during the currency of transactions contemplated in

terms of the Debenture Documents.

2.13 Release of Security

Subject to the terms of this Agreement and the other Debenture Documents, with the written consent of all the Secured Parties, the Security Trustee shall execute all necessary releases of any Secured Assets, the Security Documents and/or title deeds given by the Issuer in relation to the disposal or substitution of any asset which is permitted under or consented to in accordance with the Debenture Documents including, without limitation:

2.13.1 any formal release of any Secured Assets which the Secured Parties consider necessary or desirable in connection with that disposal or release; and

2.13.2 any release of any Secured Assets after the Final Settlement Date.

2.14 Duties and Powers

2.14.1 The Security Trustee shall not do any act, deed or thing which is prejudicial or detrimental to the interest of the Secured Parties or is not for the benefit of the Secured Parties.

2.14.2 The Security Trustee shall have only those duties, obligations and responsibilities expressly specified in the Debenture Documents, and shall not have any implied duties, obligations or responsibilities except to the extent provided by Applicable Law.

2.14.3 The Security Trustee shall have the authority, *inter alia*:

- (a) to accept, manage and administer the Secured Assets and to perform all such acts, deeds and things which the Security Trustee may from time to time deem necessary or appropriate for or incidental to the management and administration of the rights and Secured Assets from time to time vested in it as the Security Trustee, under, pursuant to or in connection with the Debenture Documents, all in accordance with the terms and conditions of this Agreement (including, without limitation, executing any amendments and/or re-statements and/or re-execution of the Debenture Documents);
- (b) to take all relevant actions (or refrain from taking any, as the case may be) to preserve the rights and Security Interests constituted under the Security Documents as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the value or the validity of the rights and Security Interests constituted under the Security Documents, all in accordance with the terms and conditions of this Agreement and the other Debenture Documents; and
- (c) to enforce and foreclose the rights and Secured Assets constituted by the Security Documents and to perform all such acts, deeds and things which the Security Trustee may from time to time deem necessary or appropriate for or incidental to such enforcement and foreclosure of the rights and Secured Assets constituted by the Security Documents, all in accordance with the terms and conditions of this Agreement and the other Debenture

Documents.

2.15 Investments

Save as otherwise provided in the Debenture Documents, all monies which are received by the Security Trustee in its capacity as such under any of the Debenture Documents or otherwise may be invested in the name of or under the control of the Security Trustee in any Permitted Investment with the consent of the Secured Parties for such period as the Secured Parties may determine prior to any payment to the Secured Parties. *Provided* that, if the Secured Parties so instruct, such Permitted Investments shall be liquidated and distributed in accordance with the Debenture Documents.

2.16 Continuing Liability of the Issuer

Notwithstanding anything contained herein, the Issuer shall at all times be liable to perform all of their obligations (whether financial performance or otherwise) under the Debenture Documents. Nothing contained in this Agreement or in any Financing Document shall constitute or be deemed to constitute settlement of any of the Issuer's obligations under the Debenture Documents.

2.17 Certificate of Security Trustee

A certificate of the Security Trustee setting out the amount of the Secured Obligations due and payable to each Secured Party by the Issuer, based on a certificate of the Debenture Trustee (on behalf of Debenture Holders), or IIFCL in relation to the relevant Financing Document is, in the absence of manifest error, conclusive evidence of the amount of the Secured Obligations due and payable by the Issuer. Any such certificate issued by the Security Trustee to the Issuer shall enclose copies of the certificate(s) of the Debenture Trustee (on behalf of Debenture Holders) or IIFCL on the basis of which the Security Trustee issued such certificate.

2.18 Continuing Nature of Security

The Security Interest created or to be created and perfected on the Secured Assets is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Issuer or any other Person, or any intermediate payment or settlement of account or other matter or thing whatsoever and, in particular, the intermediate satisfaction by the Issuer of the whole or any part of the Secured Obligations. The Security Interests making up the Secured Assets are in addition to, and independent of, any other Security Interest, or any other security or right or remedy held by or available to the Security Trustee or any of the Secured Parties.

2.19 First Recourse Enforcement

The Security Interests under each Security Document may be enforced without the Security Trustee first having recourse to any other security or rights or taking any other steps or proceedings against the Issuer or any other Person, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the Secured Obligations all in accordance with the Debenture Documents.

2.20 Other Security

The Security Interests under each Security Document shall not be merged in, or in any way excluded or prejudiced, or be affected by, any other Security Interest, right of recourse or other right (or the invalidity thereof) which the Security Trustee or the Secured Parties may hold.

2.21 Cumulative Powers

The powers conferred by the Debenture Documents in favour of the Security Trustee or any receiver, receiver and manager or administrator appointed under any Security Document are:

2.21.1 cumulative;

2.21.2 without prejudice to their respective powers under Applicable Law or equity; and

2.21.3 may be exercised as often as the Security Trustee or such receiver, receiver and manager or administrator deems fit, and the Security Trustee or such receiver, receiver and manager or administrator may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement, and the Issuer acknowledge that the respective powers of the Security Trustee and such receiver, receiver and manager or administrator shall, in no circumstances, be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

2.22 Avoidance of Payments

If any amount paid by the Issuer in respect of the Secured Obligations is avoided or is set aside on the liquidation or winding up of any of the Issuer or otherwise, as per order of a court of competent jurisdiction and any amounts received by the Secured Parties are refunded as a consequence thereof, then for the purposes of the Debenture Documents, such amount shall not be considered to have been paid.

2.23 Limitation on Rights of Others

Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Security Trustee and the Secured Parties any legal or equitable right, remedy or claim under or in respect of this Agreement, the trust to be created hereunder or under the Debenture Documents or any Security Interest created or to be created and perfected on the Secured Assets by the Issuer in favour of the Security Trustee, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Security Trustee and the Secured Parties.

3. PAYMENTS

All payments to be made by the Security Trustee under this Agreement shall be made only from the income and proceeds from the Secured Assets and only to the extent that the Security Trustee shall have received income or proceeds from the Secured Assets to make such payments in accordance with the terms and provisions hereof. Each of the Secured Parties agree that the Security Trustee, in its individual capacity, shall not be liable to the Secured Parties or any other Person for any amounts payable under this Agreement and

shall not be subject to any liability under this Agreement and/or the Security Documents. *Provided* however, the Security Trustee shall always be liable to the Secured Parties for all the losses, damages and claims arising out of its gross negligence or wilful default.

4. DISTRIBUTION

The Security Trustee agrees to disburse all amounts received by it from time to time, to the extent that such monies are received by it pursuant to Clause 2, in accordance with the terms and conditions of the Inter-creditor Agreement.

5. DUTIES AND POWERS OF SECURITY TRUSTEE

5.1 Notice of Certain Events

In the event the Security Trustee shall have knowledge of any Event of Default or Potential Event of Default, the Security Trustee shall give prompt telephonic or telegraphic notice followed by prompt written notice by facsimile or by courier thereof to the Secured Parties. Upon the Security Trustee having given the Secured Parties, written notice of any such Event of Default or Potential Event of Default, the Security Trustee shall await written instructions as provided in this Clause 5 and act in accordance with such written instructions. The Security Trustee shall not take any action nor shall be under duty to, and shall have no liability for its failure or refusal to take or refrain from taking any action with respect thereto if he does not receive the written instructions as provided above.

Action Upon Instructions

Subject to the terms and provisions of Clauses 5.1 and 5.3 of this Agreement and the provisions of the Debenture Documents, the Security Trustee shall, upon the written instructions of the Secured Parties, take or refrain from taking such action or actions, including taking steps to enforce the Secured Assets not inconsistent with the terms and provisions of the Security Documents or Applicable Law, as may be specified in such instructions.

5.2 Indemnification

The Security Trustee shall not be required to take or refrain from taking any action under this Agreement or the Debenture Documents (other than the actions specified in Clauses 2.3.1 and 2.3.2, Clause 5.1 or Clause 6.2) if the Security Trustee shall reasonably determine that such action is likely to result in personal liability, unless, upon request of the Security Trustee, the Security Trustee shall have been indemnified by the Secured Parties or any other Person, in a manner and form reasonably satisfactory to the Security Trustee, against any liability, fees, cost or expense (including reasonable attorneys' fees and expenses after the occurrence of an Event of Default) which may be incurred or charged in connection therewith and which have not been paid or discharged by the Issuer, other than such as may result from the Security Trustee's gross negligence or willful default, and if the other Secured Parties have, by written instructions, directed the Security Trustee to take or refrain from taking any action under the Debenture Documents and the Security Trustee makes such determination, the other Secured Parties shall furnish such indemnity by a written undertaking of indemnification. The Security Trustee shall not be required to risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or under the other Debenture Documents or in the exercise of any of its rights or

powers where the Security Trustee shall reasonably determine, or shall have been advised by counsel, that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it or is contrary to the terms and provisions hereof or of any document contemplated hereby to which the Security Trustee is a party or is otherwise contrary to Applicable Law.

5.3 No Duties except as specified in this Agreement or Instructions

The Security Trustee shall not have any duty or obligation to construct, install, procure, engineer, manage, control, use, operate, store, lease, maintain, make any payment in respect of, register, record, insure, repair, inspect, sell, dispose of or otherwise deal with the Secured Assets or any part thereof, or to otherwise take or refrain from taking any action under or in connection with any document contemplated hereby to which the Security Trustee is a party, except as expressly provided by the terms and provisions of this Agreement including as contemplated by Clause 2.3 and in accordance with written instructions from the other Secured Parties received pursuant to Clauses 5.1 or 5.2 and no implied duties or obligations shall be read into this Agreement against the Security Trustee.

5.4 Other Duties

Upon receipt of written instructions from the other Secured Parties, the Security Trustee, at the Issuer's cost, shall:

- 5.4.1 file, record, register, inspect or deposit any Financing Document or any other document, or maintain any such filing, recording or deposit or refile, rerecord or redeposit any such document, provided that, the Security Trustee may require the Issuer to deposit with it sufficient funds to defray expenses, charges and costs in respect of the aforesaid;
- 5.4.2 in the event that the Issuer fails to do so, obtain insurance, if so directed by the Secured Parties, for the Project and the Project properties or effect or maintain any such insurance, and receive and forward to the Secured Parties any notices, policies, certificates or binders;
- 5.4.3 forward notice of any taxes, statutory dues or claims or Security Interest received by the Security Trustee to the Secured Parties and when monies are deposited by the Issuer or the Secured Parties (at their absolute discretion) pay or discharge any taxes, statutory dues or claims any Security Interests with respect to or assessed or levied against any part of the Secured Assets;
- 5.4.4 undertake investigation of title of the properties forming part of the Secured Assets and provide title report in respect of such investigation of the properties. The Security Trustee may engage the professional services of external advocates to carry out such title investigations; and
- 5.4.5 inspect the Project, the immovable properties constituting the Secured Assets, the title deeds and/or title to any of the Issuer assets.

6. ACCEPTANCE OF TRUST AND LIABILITY

6.1 Acceptance of Trust and Liability

6.1.1 The Security Trustee accepts the trust created hereunder and agrees to perform its duties and obligations in respect of the same, but only on the terms and provisions of this Agreement.

6.1.2 The Security Trustee shall be answerable to or accountable to the Secured Parties for any loss in relation to the Secured Assets, Security Documents, the title deeds or any other documents in relation to the Secured Assets or the Security Documents or any rights in respect thereto only under circumstances arising out of its gross negligence or wilful default.

6.1.3 The Security Trustee agrees to invest or distribute in accordance with the written instructions of the other Secured Parties all moneys actually received by it and constituting part of the Debenture Documents upon the terms and provisions of this Agreement.

6.2 Furnishing of Documents

The Security Trustee shall furnish to the Secured Parties, promptly upon receipt thereof, from the Issuer or any other Person, duplicates or copies of all reports, notices, requests, demands, orders, waivers, approvals, consents, opinions, certificates, financial statements and any other documents, agreements, instruments or writings furnished to the Security Trustee hereunder or under the other Debenture Documents.

6.3 Representations and Warranties and Times for Making Representations and Warranties

Each Party to this Agreement (other than the Issuer) represents and warrants to each other Party hereto on the date of this Agreement that this Agreement:

6.3.1 is within its powers and has been duly authorised by it;

6.3.2 constitutes its legal, valid and binding obligations; and

6.3.3 does not conflict with any Applicable Law or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this Agreement.

6.4 Additional Representation and Warranties by the Security Trustee

6.4.1 The Security Trustee gives the following representations and warranties to the Secured Parties on the date of execution of this Agreement by reference to the facts and circumstances existing at the time such representation and warranty is made.

6.4.2 Secured Parties Requirements :

(a) The Security Trustee is not in breach in any material respect of any Applicable Laws;

(b) The Security Trustee has not been engaged in:

(i) Corrupt Practices, Fraudulent Practices, Collusive Practices or

- Coercive Practices in connection with the its business and operations, including the procurement or the execution of any contract for goods or works relating to the its business;
 - (ii) Money Laundering or acted in breach of any Applicable Law relating to Money Laundering; or
 - (iii) the Financing of Terrorism.
- (c) Except to the extent notified to the Secured Parties , to the knowledge and belief of the Security Trustee, neither the Issuer, nor any person on the Issuer's behalf, has been engaged in:
 - (i) Corrupt Practices, Fraudulent Practices, Collusive Practices or Coercive Practices in connection with the Project, including the procurement or the execution of any contract for goods or works relating to the Project;
 - (ii) Money Laundering or acted in breach of any Applicable Law relating to Money Laundering; or
 - (iii) the Financing of Terrorism.

6.5 Covenants

6.5.1 Money Laundering Financing of Terrorism

- (a) The Security Trustee shall not, and shall not authorize any person acting on its behalf to, engage in:
 - (i) Corrupt Practices, Fraudulent Practices, Collusive Practices or Coercive Practices in connection with the its business and operations, including the procurement or the execution of any contract for goods, services or works relating to the its business;
 - (ii) Obstructive Practices;
 - (iii) Money Laundering, or act in breach of any Applicable Law relating to Money Laundering; or
 - (iv) the Financing of Terrorism,

and it shall institute, maintain and comply with internal procedures and controls following best practice standards which are commonly applied in India for the purpose of preventing any action in breach of the provisions of this Clause 6.5.1.

6.5.2 The Security Trustee shall notify the Secured Parties promptly in writing if it should at any time obtain information in relation to:

- (a) any violation or potential violation of the provisions of Clause 6.5.1 or

- (b) the occurrence or potential occurrence of any Corrupt Practices, Fraudulent Practices, Collusive Practices or Coercive Practices, including the procurement or the execution of any contract for goods or works relating to the Project, or any Money Laundering or breach of any Applicable Law relating to Money Laundering or the Financing of Terrorism, in each case in respect of the Issuer or any person on the Issuer's behalf or in connection with the Project.

6.5.3 If the Secured Parties notifies the Security Trustee of its concern that any of the events specified in paragraphs (a) or (b) of Clause 6.5.2 have occurred, the Security Trustee shall:

- (a) cooperate in good faith with the Secured Parties and its representatives in determining whether any such event has occurred;
- (b) do all things within its power to rectify the event or prevent the occurrence or continuance of such event, and, in the case of an event specified in paragraph (b) of Clause 6.5.2, exercise all rights and remedies which may be available to it against the Issuer, whether under the Financing Documents or otherwise and including all enforcement rights it may have under the Financing Documents;
- (c) respond promptly and in reasonable detail to any notice from the Secured Parties; and
- (d) furnish documentary support for such response upon the Secured Parties' request.

6.5.4 Notwithstanding any other provision of this Agreement or any confidentiality undertaking executed between the Security Trustee and the Secured Parties, the Security Trustee acknowledges that the Secured Parties may disclose to any Governmental Authority any information obtained by the Secured Parties in relation to any violation of any of the provisions of Clause (a).

6.6 Undertakings

6.6.1 Content

The Issuer undertakes to the Security Trustee that it shall comply with the covenants and undertakings contained in the Debenture Documents, and those contained in this Clause 6.6, and such covenants and undertakings shall remain in full force and effect until Final Settlement Date. In addition to such covenants and undertakings, the Issuer undertakes and agrees with the Security Trustee that, throughout the continuance of this Agreement and so long as the Secured Obligations or any part thereof remains owing, the Issuer will, unless the Security Trustee otherwise agrees:

- (a) punctually pay all rents, rates, taxes, statutory dues or claims and outgoings in connection with any part of the Secured Assets so as to keep the same free from any other Security Interest, other than the Security Interest to be created under the Security Documents or any Permitted Security Interest;

and

- (b) if any penalty or legal costs or any other charges are paid by the Secured Parties (upon the Issuer failure to pay) for the stamping and registration of any of the Security Documents or any supplement or addition thereto or any other additional Security Documents under Clause 6.6.2 below, pay to such Secured Party the amount thereof with interest and Default Interest at the Default Rate in accordance with the applicable Financing Document and also deliver to the Security Trustee certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of the Security Documents.

6.6.2 Additional Property

The Issuer does hereby affirm the covenants given by it in the Debenture Documents in relation to additional property acquired by the Issuer and any other arrangements or agreements in relation to the Project entered into by the Issuer and shall charge the same in favour of the Security Trustee by way of first charge for the benefit of the Secured Parties in such form and manner as may be decided by the Security Trustee and the Secured Parties.

6.7 Segregation of Money; No Interest

Except as otherwise provided herein, in the Debenture Documents and in the written instructions from the other Secured Parties, monies received by the Security Trustee shall be segregated and deposited in the relevant Sub-Accounts in accordance with the terms and conditions of the Debenture Documents and the Security Trustee shall not be liable for any interest thereon.

6.8 Reliance

The Security Trustee shall not incur any liability to any Person in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it in good faith to be signed by the proper Party or Parties. The Security Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate Person as conclusive evidence that such resolution has been duly adopted by such body of any corporate Person and the same is in full force and effect. As to any fact or matter, the manner of ascertainment of which is not specifically prescribed herein, the Security Trustee may for all purposes hereof rely on a certificate from an authorised officer of the relevant Person, as to such fact or matter, and such certificate shall constitute full protection to the Security Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

6.9 Not Acting in Individual Capacity

Except as provided in this Clause 6, in accepting the trust and agency hereby created by the Issuer and the Debenture Trustee, respectively, the Security Trustee acts solely as trustee or agent for the Secured Parties and not in its individual capacity and all Persons having any claim against the Security Trustee by reason of the transactions contemplated by the Security Documents shall look only to the Security (or a part thereof, as the case may be) for

payment or satisfaction thereof, except where any claim of the Secured Parties against the Security Trustee arises on account of the Security Trustee's gross negligence or wilful default.

6.10 Books and Records; taxes, statutory dues or claims Returns

Except as otherwise provided in this Agreement, the Security Trustee shall be responsible for the keeping of all customary books and records relating to the receipt and disbursement of all moneys which it may receive or be entitled to hereunder or under any agreement, document or instrument contemplated hereby. The Security Trustee, upon written request of the other Secured Parties, will furnish such other Secured Parties with all such information as may be reasonably required from the Security Trustee in connection with the preparation of tax reports and tax returns with respect to taxes, statutory dues or claims due and payable by the trust created hereunder in connection with the transactions contemplated hereby, by the Security Documents or any other agreement, document or instrument referred to herein. The Security Trustee shall keep copies of all such reports and returns delivered to it by the Issuer or filed by it on behalf of and at the cost of the Issuer.

6.11 Right of Security Trustee for Compensation

The Security Trustee agrees that it will have no right against any of the other Secured Parties for any fee as compensation for its services hereunder except the right to be indemnified in accordance with Clause 5.2 and Clause 7.1 hereof.

6.12 Safe Custody of Documents

The Security Trustee shall hold all title deeds, Security Documents or any other documents in connection with the property charged under any of the Security Documents. The Security Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to any of the Security Documents assigned or to be assigned to the Security Trustee at its office or if the Security Trustee so decides for the purposes of enforcing its Security Interests under the Debenture Documents with any banker or company whose business includes undertaking the safe custody of documents or with any advocates or firm of solicitors, if the Security Trustee has obtained the prior written permission of the Secured Parties for such deposit, and the Issuer shall pay all sums required to be paid on account of or in respect of any such deposit.

6.13 No duty to ascertain Events of Default

The Security Trustee is not obliged to monitor or enquire as to whether or not an Event of Default or Potential Event of Default has occurred or in any way interfere with the conduct of the Issuer's business unless the Security Trustee has been instructed to do so in writing by the relevant Secured Parties. However, if the Security Trustee receives notice from the Issuer or any of the Secured Parties describing an Event of Default or Potential Event of Default and stating that the event is an Event of Default or Potential Event of Default, it shall promptly notify (in writing) the other Secured Parties.

7. INDEMNIFICATION, COMPENSATION AND EXPENSES

7.1 The other Secured Parties to Indemnify the Security Trustee:

- 7.1.1 Each of the Secured Parties (other than the Security Trustee) agrees to assume liability for, and to indemnify and hold harmless the Security Trustee in its individual capacity against and from, any and all fees, costs, expenses and liabilities which may be owed to or imposed on, incurred by or asserted at any time against the Security Trustee (and not indemnified by the Issuer in accordance with their obligations under the Fee Letter or Clause 7.3 and the Debenture Documents within a reasonable time after demand therefor by the Security Trustee) in any way relating to or arising out of the Debenture Documents, any of the properties included therein, the administration of the Debenture Documents or any action or inaction of the Security Trustee hereunder or under the Debenture Documents other than those arising as a result of the Security Trustee's gross negligence and wilful default.
- 7.1.2 The Issuer shall forthwith on demand reimburse each of the Secured Parties for any payment made by them under Clause 7.1.1 above upon production of a certificate from each such Secured Party setting out details of such payment.
- 7.1.3 The Secured Parties' obligation to indemnify the Security Trustee under Clause 5.2 and Clause 7.1 above towards its fees, liabilities and expenses shall be limited to its *pro rata* share of such fees, liabilities and expenses computed on the basis of the Secured Obligations due and outstanding. The Debenture Holders and IIFCL shall not be liable to indemnify the Security Trustee for any interest for arrears of installments of service charges or any premature termination compensation payable under Clause 8.3 of this Agreement.

7.2 Fees

The Issuer hereby acknowledges and agrees that pursuant to the Fee Letter, the Issuer has agreed to pay to the Security Trustee a fee for services performed by the Security Trustee under or pursuant to this Agreement, and to pay or reimburse all out-of-pocket, legal, travelling and other costs, charges and expenses (the "**Expenses**") incurred by the Security Trustee in the proper discharge of its duties under this Agreement, within a period of 30 (thirty) days from the date of notice of demand from the Security Trustee. The Security Trustee agrees to provide adequate details of such Expenses, if required by the Issuer. In the event the above payments are not made within the said period of 30 (thirty) days from the date of notice of demand from the Security Trustee, the Issuer shall pay, on the overdue amount from the date of demand till payment, simple interest at the maximum rate per annum as payable to the Debenture Holders under the Debenture Documents.

7.3 Initial and Special Costs

The Issuer shall, from time to time, and forthwith on demand pay to or reimburse the Security Trustee or the other Secured Parties the amount of all out-of-pocket costs and expenses (including legal fees) incurred or to be incurred by the Security Trustee or the other Secured Parties (if the other Secured Parties have incurred or have to incur these costs, expenses, etc. or have reimbursed the Security Trustee in respect of the same) in connection with this Agreement and the Debenture Documents including, without limitation, those in connection with:

- 7.3.1 the negotiation, preparation, printing and execution of this Agreement; and
- 7.3.2 any amendment, waiver, consent or suspension of rights (or any proposal for any of

the foregoing) relating to this Agreement, any Security Document or any other document referred to in this Agreement.

7.4 Enforcement Costs

The Issuer shall, from time to time, and forthwith on demand pay to the Security Trustee the amount of all out-of-pocket costs and expenses (including legal fees) incurred or to be incurred by it:

- 7.4.1 in connection with the preservation and maintenance of the Secured Assets or any part thereof and/or the enforcement of, or the preservation of, any rights under, any Security Document; or
- 7.4.2 in investigating any possible Event of Default or Potential Event of Default if the Security Trustee believes in good faith that an Event of Default may have occurred; or
- 7.4.3 in defending any claims brought against it in respect of this Agreement or any Security Document or the Issuer interest in the Secured Assets; or
- 7.4.4 in the collection of any amounts due under the relevant Debenture Documents; or
- 7.4.5 in releasing or re-assigning the Security Interests, the Secured Assets, or any part thereof on the Final Settlement Date.

7.5 Legal Expenses and taxes, statutory dues or claims

The costs and expenses referred to in Clause 7.4 above include, without limitation, the fees and expenses of legal advisers and any sales tax, value added tax or similar taxes, statutory dues or claims and are payable in the currency in which they are incurred.

8. TERMINATION

8.1 Termination

This Agreement and the trust created hereunder shall, in relation to the Secured Parties, terminate on the Final Settlement Date applicable to them.

8.2 Termination at the Option of the Secured Parties

The terms and provisions of Clause 8.1 notwithstanding, the trust arrangement created hereunder shall terminate and this Agreement shall be of no further force and effect upon the unanimous election all of the Secured Parties (acting in accordance with the Debenture Documents) by giving not less than 30 (thirty) days prior written notice to the Security Trustee, if such notice shall be accompanied by the written agreement of all the Secured Parties assuming all the rights and obligations of the Security Trustee under or as contemplated by the Debenture Documents and all other obligations of the Security Trustee incurred by it as Security Trustee hereunder. Such written agreement shall be reasonably satisfactory in form and substance to the Security Trustee and shall reasonably release the Security Trustee from all further obligations of the Security Trustee hereunder and under the Debenture Documents.

8.3 Premature Termination of Agreement and Payment of Compensation

The Security Trustee shall not be required to refund any fees paid to it on account of premature termination of this Agreement.

8.4 Actions by Security Trustee on Termination

Upon termination pursuant to Clauses 8.1 or 8.2, the Security Trustee shall take such action as may be requested by the Secured Parties, to assign the Debenture Documents or release the Secured Assets, or any part thereof then held in trust by the Security Trustee, to the Issuer or any of the other Secured Parties or such other Person designated by the other Secured Parties, including the execution of instruments of novation, transfer or assignment with respect to the Debenture Documents.

9. SUCCESSOR SECURITY TRUSTEE

9.1 Resignation of the Security Trustee, Appointment of Successor

9.1.1 The Security Trustee may resign, subject to Clause 9.1.3 below, by giving not less than 60 (sixty) days prior written notice to the other Secured Parties and the Issuer, in which case the other Secured Parties may forthwith appoint a successor to the Security Trustee, in each case in consultation with the Issuer.

9.1.2 If the appointment of a successor Security Trustee has not been made by the other Secured Parties and the Issuer within 60 (sixty) days of the date of the notice specified in Clause 9.1.1, the retiring Security Trustee may appoint by transferring its duties and obligation of a trustee to such other Person (in consultation with the Debenture Trustee, IIFCL and upon its accession to this Agreement, the Backstop Guarantor) that is qualified to act as a trustee under Applicable Law, as the successor Security Trustee.

9.1.3 The resignation of the Security Trustee and the appointment of any successor Security Trustee will both become effective only upon the successor Security Trustee notifying all the Parties that it accepts its appointment and the successor Security Trustee signing the Security Trustee Deed of Accession. On giving the notification and the execution of the Security Trustee Deed of Accession, the successor Security Trustee will succeed to the position of the Security Trustee under the Debenture Documents.

9.1.4 The retiring Security Trustee shall, at the Issuer's cost, make available to the successor Security Trustee such documents and records and provide such assistance as the successor Security Trustee may reasonably request for the purposes of performing its functions as the Security Trustee under the Debenture Documents and this Agreement.

9.1.5 Upon its resignation becoming effective, this Agreement shall continue to benefit a retiring Security Trustee in respect of any action taken or not taken by it under or in connection with this Agreement and the other Debenture Documents while it was the Security Trustee and, subject to Clause 9.1.4 above, and without prejudice to any liability which the retiring Security Trustee may have incurred prior to such

resignation becoming effective, it shall have no further obligations under this Agreement and the other Debenture Documents.

- 9.1.6 The Security Trustee agrees that it shall, if so requested in writing by the Secured Parties, tender its resignation in accordance with this Clause 9.1. In this event, the Security Trustee shall resign in accordance with the provisions of this Clause 9.1 but it shall not be entitled to appoint a successor Security Trustee.
- 9.1.7 Any successor Security Trustee, however appointed, shall be a bank, financial institution or body corporate which is acceptable to the Debenture Trustee, IIFCL and upon its accession to this Agreement, the Backstop Guarantor, and is incorporated and authorised under Applicable Law to do business and act and function as a trustee in India.
- 9.1.8 Any corporation into which the Security Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Security Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Security Trustee including powers to act and function as a trustee of the Security Trustee may be transferred, shall, subject to the terms and provisions of Clause 9.1.7 be the Security Trustee under this Agreement without any further act.

9.2 Co-Trustees and Separate Trustees

If necessary or desirable, the Security Trustee and the other Secured Parties may appoint any Person which is a bank, financial institution or body corporate, which is authorised under the Applicable Law to act as co-trustee jointly with the Security Trustee of all or any part of the Security Documents, or as separate trustees of all or any part of the Debenture Documents (with the consent of the Issuer, such consent not to be unreasonably withheld), and to vest in such Person(s), in such capacity, such title to the Security Documents or any part thereof and such rights or duties as may be necessary or desirable, all for such period and under such terms and conditions as are satisfactory to the Security Trustee and the other Secured Parties. In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Security Documents and all rights and duties of such co-trustee or separate trustee shall, so far as permitted by Applicable Law, vest in and be exercised by the Security Trustee, without the appointment of a successor to such co-trustee or separate trustee.

10. SUPPLEMENTS AND AMENDMENTS

This Agreement shall be amended or supplemented by a written instrument signed by the Security Trustee, the other Secured Parties and the Issuer and in the event any such amendment or supplement relates to rights, duties or obligations of the Security Trustee, the consent of the Security Trustee shall be obtained.

11. MISCELLANEOUS

11.1 Limitations on Rights of Others

Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Secured Parties, any legal or equitable right, remedy or claim under or

in respect of this Agreement, any covenants, conditions or provisions contained herein or in the Security Documents, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Parties.

11.2 Notices

11.2.1 Except as otherwise expressly provided herein or in any Financing Document, all notices and other communications provided for hereunder or thereunder shall be (i) in writing (including telex, electronic mail and telecopier, except as noted below); and (ii) 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, or at such other address and contact number as is designated by such party in a written notice to the other parties hereto.

11.2.2 All such notices and communications shall be effective (i) if sent by telex or electronic mail, when sent (with the correct answerback in relation to a telex); (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) one (1) Business Day after deposit with an overnight courier if for inland delivery; and (b) five (5) 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.

11.2.3 An original of each notice and communication sent by 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 mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with Clause 11.2.2 as the case may be, without regard to the dispatch of such original.

11.3 Severability

Any term or provision of this Agreement which is determined by a competent authority to be invalid, illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions hereof, and any such invalidity, illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, prohibited or unenforceable such term or provision in any other jurisdiction.

11.4 Limitation on Liability

The Debenture Holders, Debenture Trustee, IIFCL, the Security Trustee, and upon its accession to this Agreement, the Backstop Guarantor, shall not have any liability for the performance or non-performance of this Agreement except as expressly set forth herein.

11.5 Successors and Assigns

All covenants and agreements contained herein shall be binding upon, and inure to the

benefit of, the Security Trustee and its successors and each of the other Secured Parties and its successors and assigns, all as provided. Any request, notice, direction, consent, waiver, approval or other instrument or action by the Secured Parties shall bind the successors and assigns of such Secured Parties or the Security Trustee respectively.

11.6 No Implied Waiver

No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing entered into as provided in Clause 10, any such waiver of the terms or provisions hereof shall be effective only in the specific instance and for the specific purpose given.

11.7 Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of India.

11.8 Jurisdiction

11.8.1 The Issuer agrees that the courts and tribunals in [●] shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as “**Proceedings**”) arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Issuer irrevocably submits to and accept for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

11.8.2 The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at [●] and any claim that any such Proceedings have been brought in an inconvenient forum and, further, irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at [●] shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

11.8.3 Nothing contained in this Clause 11.8 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 competent jurisdiction whether concurrently or not and the Issuer 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 Issuer 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.

11.8.4 The Issuer hereby consents generally in respect of any Proceedings arising out of or in connection with any Financing Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in

such Proceedings.

11.8.5 To the extent that the Issuer may, in any jurisdiction, claim for themselves or their assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to themselves or their assets such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

11.9 Administration of Trust

The principal place of administration of the trust created hereunder shall be in [•].

11.10 Performance by the Secured Parties

Any duty or obligation of the Security Trustee hereunder or under any Financing Document or other agreement, document or instrument contemplated herein or therein may be performed by the Secured Parties and any such performance shall not be construed as a revocation of the trust created hereunder.

11.11 Benefit of this Agreement

This Agreement is solely for the benefit of the Secured Parties, to the extent expressly set out herein. *Provided* however, the Issuer shall not have any rights under this Agreement and agree to be bound by the terms and conditions of this Agreement.

11.12 Dating, Effectiveness

This Agreement shall take effect on the date on which each of the Parties hereto shall have executed this Agreement.

11.13 Accession

The Issuer, Security Trustee, Debenture Trustee and IIFCL acknowledge and agree that, subject to the terms of this Agreement and Applicable Law, the Backstop Guarantor may accede to this Agreement by executing a Deed of Accession and upon accession by the Backstop Guarantor, it shall be entitled to the benefits of this Agreement and be bound by the terms of this Agreement.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN IN WITNESS WHEREOF, IN 1 (ONE) ORIGINAL, AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF [•] has pursuant to the Resolutions of its Board of Directors passed in that behalf on [•] hereunto been affixed in the presence of _____, its Director/Managing Director, who has signed these presents in token thereof.

Signed and delivered for and on behalf of
[•], as Debenture Trustee

By:

Title:

Signed and delivered for and on behalf of
[•], as Security Trustee

By:

Title:

Signed and delivered for and on behalf of
INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED

By:

Title:

SCHEDULE I**1. Definitions**

Unless otherwise defined in this Agreement, capitalised terms in this Agreement shall have the meanings given to them in the Debenture Trust Deed. In this Agreement, the capitalised terms defined by inclusion in quotations and/or parentheses have the meanings so ascribed and the capitalized terms listed below shall have the meanings assigned to them herein below:

“Agreement” shall mean this agreement together with all schedules attached hereto, and shall include any written modifications, amendments, supplements or alterations hereto.

“Deed of Accession” shall mean the deed of accession to be executed by the Backstop Guarantor in the form set out in Schedule V, after the Backstop Guarantor has obtained all required approvals under Applicable Law including permission(s) from the Reserve Bank of India for holding Security Interest in the Secured Assets.

“Fee Letter” shall mean the letter agreement between the Issuer and Security Trustee setting out the fees, costs, expenses and any other amounts payable by the Issuer.

“Security Interest” shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), trust, preference, priority or other security agreement of any kind or nature whatsoever, other encumbrance of any kind, and any other type of preferential arrangement (including without limitation, any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof), including, (i) any financing or similar statement or notice filed under any recording or notice statute, and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy/ contract.

“Secured Parties” shall mean the Debenture Holders, Debenture Trustee, IIFCL, the Back-Stop Guarantor (if elected in accordance with the terms of this Agreement and the Inter-creditor Agreement), the Security Trustee (acting on behalf of the Debenture Holders, IIFCL and the Back-Stop Guarantor, if applicable) and any other party who accedes to this Agreement.

“Security Trustee Deed of Accession” shall mean the deed of accession to be executed by the successor security trustee in the form and manner specified in Schedule IV.

SCHEDULE II**1. Interpretation**

Unless a contrary indication appears, any reference in this Agreement to:

- 1.1 reference to a Sub-Account is a reference to a Sub-Account of the Trust and Retention Account and is more particularly specified in the Trust and Retention Account Agreement;
- 1.2 reference to an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly;
- 1.3 reference to “assets” include all assets whatsoever both present and future, (whether tangible, intangible or otherwise), including Intellectual Property Rights), investments, cash-flows, revenues and rights, benefits, interests and title of every description;
- 1.4 reference to “authorisation” includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- 1.5 reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Signing Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- 1.6 words denoting the singular shall include the plural and words denoting any gender shall include all genders;
- 1.7 headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing this Agreement;
- 1.8 if a payment under this Agreement is due on a day, which is not a Business Day, the due date for that payment shall instead be the immediately preceding Business Day;
- 1.9 any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form;
- 1.10 the words “include” and “including” are to be construed without limitation;
- 1.11 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;
- 1.12 whenever provision is made for the giving of notice, approval, agreement, confirmation or consent by any Party unless otherwise specified, such notice, approval, agreement, confirmation or consent shall be in writing and the words “notify”, “approve”, “confirm” and “consent” shall be construed accordingly;

- 1.13 no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- 1.14 if there is any conflict or inconsistency between a term in the body of this Agreement (comprising Clauses 1 to 11 inclusive) and a term in any of the Schedules or any other document referred to or otherwise incorporated in this Agreement, the term in such body shall take precedence;
- 1.15 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;
- 1.16 any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;
- 1.17 any consent, approval, determination, waiver or finding to be given or made by or on behalf of the Debenture Holders by the Debenture Trustee shall be made or given by the Debenture Holders or the Debenture Trustee in their sole discretion except as specifically provided for in this Agreement;
- 1.18 any determination with respect to the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Secured Parties in accordance with the terms of the Intercreditor Agreement;
- 1.19 any reference to powers, functions, duties, liabilities or obligations of the Security Trustee under this Agreement shall, wherever the context so permits, mean a reference to powers, functions, duties, liabilities or obligations of the Security Trustee under the Debenture Documents and all other agreements, instruments, deeds or documents executed by the Security Trustee by virtue of its authority flowing from this Agreement and the other Debenture Documents; and
- 1.20 the obligations of the Issuer in this Agreement and other Debenture Documents, unless specifically provided, shall be joint and several.

2. INCONSISTENCY

Notwithstanding anything to the contrary contained in any of the Debenture Documents, in case of any conflict or inconsistency between any provisions of:

- 2.1.1 the PPA's and Debenture Documents, such provisions in the PPA's shall prevail over such provisions of the Debenture Documents, to the extent of such conflict or inconsistency; and
- 2.1.2 the Trust and Retention Account Agreement and the other Debenture Documents, such provisions of the Trust and Retention Account Agreement shall have an overriding effect over the provisions of the other Debenture Documents (except the Inter-creditor Agreement) to the extent of conflict/inconsistency. Notwithstanding anything to the contrary contained in the Trust and Retention Account Agreement

or the Inter-creditor Agreement, the provisions of the Inter-creditor Agreement shall have an overriding effect over the provisions of the Trust and Retention Account Agreement and in the event of any conflict/inconsistency between the provisions contained in the Trust and Retention Account Agreement and the provisions contained in the Inter-creditor Agreement in relation to the inter-se rights of the Secured Parties, the provisions contained in the Inter-creditor Agreement shall prevail only to the extent of conflict/inconsistency.

SCHEDULE III

NOTICE TO PARTIES

(i) **India Infrastructure Finance Company Limited**

Name : India Infrastructure Finance Company Limited

Address : [•]

Phone number : [•]

Email : [•]

To the attention of : [•]

(ii) **Debenture Trustee**

Name : [•]

Address : [•]

Phone number : [•]

Email : [•]

To the attention of : [•]

(iii) **Security Trustee**

Name : [•]

Address : [•]

Phone number : [•]

Email : [•]

To the attention of : [•]

(iv) **Issuer**

Name : [•]

Address : [•]

Email : [•]

Phone number : [•]

To the attention of : [•]

- (v) **Backstop Guarantor**: As may be notified by IIFCL to the other Parties from time to time.

SCHEDULE IV

SECURITY TRUSTEE DEED OF ACCESSION

To: Security Trustee
[Insert Address]

Cc: Issuer
[Insert Addresses]

THIS DEED OF ACCESSION (the “**Deed**”) dated _____ is supplemental to the Security Trustee Agreement (the “**Security Trustee Agreement**”) dated _____ between the Issuer, the Security Trustee, the Debenture Trustee and IIFCL.

Words and expressions defined in the Security Trustee Agreement have the same meaning when used in this Security Trustee Deed of Accession.

[The new trustee] hereby agrees with each other Person who is or who becomes a Party to the Security Trustee Agreement that with effect on and from the date hereof, it shall:

1. be a party to the Security Trustee Agreement as the Security Trustee and shall assume and perform all obligations applicable to it and specified therein;
2. shall hold the Security Interests created under the respective Security Documents and all rights and benefits thereunder for the benefit of the Secured Parties in accordance with the terms therein, and the terms and conditions of the Security Trustee Agreement; and
3. Address for notices of [new trustee] for the purposes of Clause 11.2 of the Security Trustee Agreement is:

Signature of authorised Signatory for and on behalf of the [new Security Trustee]

[appropriate execution clause]

Agreed and accepted by:

[Security Trustee] as the Security Trustee for and on behalf of the Secured Parties

[Appropriate execution clause]

Agreed and accepted by:

[Debenture Trustee]

[Appropriate execution clause]

Agreed and accepted by:

[IIFCL]

[Appropriate execution clause]

Agreed and accepted by:

Issuer

SCHEDULE V

DEED OF ACCESSION

To: Security Trustee
[Insert Address]

Cc: Issuer
[Insert Addresses]

THIS DEED OF ACCESSION (the “**Deed**”) dated _____ is supplemental to the Security Trustee Agreement (the “**Security Trustee Agreement**”) dated _____ between the Issuer, the Security Trustee, the Debenture Trustee and IIFCL.

Words and expressions defined in the Security Trustee Agreement have the same meaning when used in this Deed of Accession.

The Reserve Bank of India has permitted [name of the Backstop Guarantor] to hold Security Interest on the Secured Assets. Accordingly, [name of the Backstop Guarantor] is desirous of being recognised as a Secured Party in terms of the Security Trustee Agreement and all the Security Documents whose charge on the Secured Assets shall always rank pari passu with the Security Interests of the existing Secured Parties.]

[Name of the Backstop Guarantor] hereby agrees with each other Person who is or who becomes a party to the Security Trustee Agreement that with effect on and from the date hereof, it shall be a party to the Security Trustee Agreement as a Secured Party and shall assume and perform all obligations applicable to it and specified therein.

Address for notices of [name of the Backstop Guarantor] for the purposes of Clause 11.2 of the Security Trustee Agreement is:

Signature of authorised Signatory
for and on behalf of [name of the Backstop Guarantor]

[Appropriate execution clause]

Agreed and accepted by:

[Security Trustee] as the Security Trustee for and on behalf of the Secured Parties

[Appropriate execution clause]

Agreed and accepted by:

[Debenture Trustee]

[Appropriate execution clause]

Agreed and accepted by:

IIFCL

[Appropriate execution clause]

Agreed and accepted by:

Issuer

[Appropriate execution clause]