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For India Infrastructure Finance Company Ltd.
Asian Development Bank

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Asian Development Bank

[SPECIMEN AGREEMENT]

[SUBJECT TO CHANGE]

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AZB & PARTNERS
ADVOCATES & SOLICITORS

TRUST AND RETENTION ACCOUNT AGREEMENT

Between

[•]

Issuer

and

[•]

Account Bank

and

India Infrastructure Finance Company Limited

and

[•]

Security Trustee

and

[•]

Debenture Trustee

relating to
Secured Listed Partially Guaranteed Redeemable Non-Convertible Debentures issued by
the Issuer

Dated _____

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THIS TRUST AND RETENTION ACCOUNT AGREEMENT ("Agreement") is made on

BETWEEN:

- (1) [•], a company incorporated under the Companies Act, [•], having corporate identity number [•] and its registered office at [•] ("**Issuer**", which expression shall include its successors and permitted assigns);
- (2) [•], a body corporate, constituted by and under the [•] and having its Head Office at [•] and having branches all over India amongst other places at [•], in its capacity as the account bank ("**Account Bank**", which expression shall include its successors and permitted assigns);
- (3) [•], a company incorporated under the Companies Act, [•] having corporate identity number [•] and its registered office at [•], in its capacity as security trustee to the Secured Parties ("**Security Trustee**", which expression shall include its successors and permitted assigns);
- (4) **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 Building, 18 & 20, Kasturba Gandhi Marg, New Delhi 110001 in the National Capital Territory of Delhi, India ("**IIFCL**", which expression shall include its successors and permitted assigns); and
- (5) [•], a company incorporated under the Companies Act, [•] having corporate identity number [•] and its registered office at [•], in its capacity as Debenture Trustee ("**Debenture Trustee**", which expression shall include its successors and permitted assigns).

WHEREAS:

- (A) The Issuer operates a [•] MW wind farm project at [•] District, in the state of [•] (the "**Project**"). The commercial operation date of the Project was [•];
- (B) The Issuer has availed of financial assistance from certain creditors (the "**Existing Lenders**") 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 ("**NSE**") and/or BSE Limited ("**BSE**") 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 [•] 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**"). The Debenture Trustee has entered into the debenture trust deed dated _____ (the "**Debenture Trust Deed**") with the Issuer in terms of which the Debentures are proposed to be issued;
- (F) India Infrastructure Finance Company Limited 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**") to the extent of the IIFCL Available Residual Guarantee Amount in accordance with the terms of the IIFCL Guarantee Agreement;

- (G) In furtherance thereto, IIFCL has executed an irrevocable and unconditional guarantee subject to the terms and conditions stated in the IIFCL guarantee document dated _____ in favour of the Debenture Trustee and the Security Trustee ("**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 Deed, 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 the Debenture Trust Deed;
- (H) Pursuant to the Debenture Trust Deed, the Issuer, Account Bank and the Security, *inter alia*, are required to enter into this Trust and Retention Account Agreement; and
- (I) The Parties have therefore entered into this Agreement to record such mandates, terms and conditions and operating procedures on the terms set out below.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms and expressions used in this Agreement (including in the recitals), unless otherwise indicated or the context otherwise requires, shall have the meanings specified below or in the Debenture Trust Deed, as the case may be:

"**Account**" shall mean the Trust and Retention Account and each of the sub-accounts being the: (A) Revenue Sub-Account, (B) Statutory Dues Sub-Account, (C) O&M Expenses Sub-Account, (D) Guarantee Fee Sub-Account, (E) Debt Service Sub-Account, (F) Guarantee Fee Reserve Sub-Account (G) Guarantor's Debt Service Sub-Account, (H) Debt Service Reserve Sub-Account, (I) Refinance Reserve Sub-Account, (J) Cash Trap Sub-Account, and (K) Surplus Sub-Account. "**Accounts**" shall mean all of them collectively;

"**Agreement**" shall mean this Trust and Retention Account Agreement and includes the Schedules hereto, as may be amended or supplemented from time to time in accordance with the provisions of this Agreement;

"**Cash Flow Waterfall**" shall mean the priority of payments to be followed by the Account Bank when distributing sums available in the Trust and Retention Account, which is more particularly set out in Section 5.2.2 of this Agreement;

"**Cash Trap Trigger**" shall mean:

- (a) The Debt Service Coverage Ratio (tested on an annual basis) for the immediately

preceding Fiscal Year is at least [•];

- (b) The Debentures are rated at least [•] by 2 (two) Credit Rating Agencies;
- (c) The Guarantee Fee Reserve Sub-Account, Debt Service Reserve Sub-Account and the Refinance Reserve Sub-Account are fully funded in accordance with the terms of this Agreement;
- (d) There has been no breach of any covenant under the Debenture Trust Deed that has occurred and is continuing; and
- (e) no Event of Default has occurred and is continuing.

"Communication" shall have the meaning specified in Section 22.6;

"Debt Service Reserve Amount" shall mean an amount equivalent to Rs. [•];

"Debt Service Reserve Sub-Account" shall mean the Sub-Account to be created and maintained by the Issuer for deposit of the Debt Service Reserve Amount;

"Debt Service Sub-Account" shall mean the Sub-Account, into which Interest and Redemption Amounts shall be deposited, in accordance with the Cash Flow Waterfall;

"Default Letter" shall have the meaning specified in Section 6.1.10;

"Deficiency Loan" shall have the meaning given to such term in the Sponsor Support Agreement;

"Escrow Amounts" shall mean at any point in time the amounts available in the Trust and Retention Account (including the Sub-Accounts) at such time;

"Final Settlement Date" means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Trustee and IIFCL;

"Guarantor's Debt Service Amount" shall mean all amounts payable towards the IIFCL Secured Obligations but excluding the IIFCL Guarantee Fee;

"IIFCL Interest Rate" shall have the meaning given to such term in the IIFCL Guarantee Agreement;

"IIFCL Guarantee Fee" shall have the meaning specified in the IIFCL Guarantee Agreement;

"IIFCL Guarantee Fee Payment Date" shall have the meaning specified in the IIFCL Guarantee Agreement;

"Instructions" shall have the meaning specified in Schedule E;

"Month" shall mean a period beginning at 00.00 hours of the first day of the calendar month and ending at 00.00 hours on the first day of the next calendar month;

"Monthly Distribution Date" shall mean the day that is [•] Business Days prior to the last Business Day of every calendar month;

"**Notice of Debt Service**" shall have the meaning specified in Section 3.3.1;

"**O&M Contracts**" shall mean the contracts entered into by and between the Issuer and O&M Contractor on [•] for the operation and maintenance of the Project;

"**O&M Contractor**" shall mean [•] appointed by the Issuer under the O&M Contracts;

"**O&M Expenses**" shall mean the amounts paid or payable by the Issuer to the O&M Contractor for the operation, maintenance and management of the Project in the ordinary course of business;

"**PLF Deficiency**" shall have the meaning given to such term in the Sponsor Support Agreement;

"**Party**" means each of the Issuer, Account Bank, Security Trustee IIFCL and Debenture Trustee and "**Parties**" means all of them;

"**Permitted Investment(s)**" with respect to funds held in Accounts, means investments in liquid mutual fund debt schemes with a minimum rating of [•] or an equivalent rating by the Credit Rating Agency or fixed deposits with the Account Bank or a bank with a minimum rating of [•] or an equivalent rating by the Credit Rating Agency;

"**Procedures**" shall have the meaning specified in Section 22.6;

"**Project Proceeds**" shall mean all cash proceeds received by the Issuer in connection with the Project from any source, including without limitation, all proceeds from disbursements under the Debenture Documents, refund of Taxes, all other sources of funding from the Sponsor relating to the Project, monies due or to become due to the Issuer under the Debenture Documents, and under all performance bonds, letters of credit, guarantees and instruments of a similar nature issued in its favour in respect of the Issuer, including but not limited to proceeds of third party liability insurance (including but not limited to insurance regarding charges for wheeling of power) and business interruption insurance but excluding (i) any disbursement(s) of Shortfall Amount Paid into the Debt Service Sub-Account pursuant to a Shortfall Instruction and (ii) funds made available by the Sponsor as a Deficiency Loan in accordance with the provisions of the Sponsor Support Agreement;

"**Proceedings**" shall have the meaning specified in Section 24.1;

"**Refinance Reserve Amount**" shall mean the cumulative amounts on or prior to the end of each Fiscal Year as provided in the column titled "Cumulative Amount Outstanding in Refinance Reserve Sub-Account" of Schedule F hereto;

"**Release Notice**" shall have the meaning specified in Section 12;

"**Restricted Payment Conditions**" shall mean:

- (a) all reserves required to be maintained by the Issuer in accordance with Applicable Law and the Debenture Documents and the Sub-Accounts are fully funded for that particular Fiscal Year;
- (b) the Debt Service Coverage Ratio (as per the audited financials of the Issuer) for the immediately preceding Fiscal Year is atleast [•];

- (c) no Event of Default has occurred and is continuing;
- (d) rating of the Debentures from the 2 (two) Credit Rating Agencies is at least [•];
- (e) the payment is permitted in terms of the Debenture Documents and Applicable Laws; and
- (f) no other Restricted Payment has been made during the current Fiscal Year.

"**Schedule**" or "**Schedules**" shall mean any of the schedule or schedules A to F attached to this Agreement;

"**Shortfall Amount**" is the (i) aggregate of the Redemption Amount and/or Interest payable on the relevant Interest Payment Date and/or the Redemption Date indicated in Schedule A or on any other respective due dates therefor less (ii) the aggregate of the amount [•] Business Days immediately prior to any such dates (a) standing to the credit of the Debt Service Sub-Account, and (b) amounts (calculated in accordance with the provisions of Section 5.2.1 (iii), Section 5.9, Section 5.10, Section 5.11 and Section 5.12 of this Agreement) standing to the credit of the Revenue Sub-Account, Debt Service Reserve Sub-Account, Cash Trap Sub-Account, the Refinance Reserve Sub-Account and the Surplus Sub-Account available towards deposits in the Debt Service Sub-Account;

"**Shortfall Instruction**" means a demand by the Debenture Trustee to IIFCL in respect of a Shortfall Amount issued pursuant to the IIFCL Guarantee Agreement;

"**Shortfall Amount Paid**" means the amount transferred by IIFCL to the Debt Service Sub-Account pursuant to a Shortfall Instruction;

"**Sponsor Charges**" shall mean payments to the Sponsor on account of administrative or shared services charges or any other charges during a Fiscal Year, provided that such payments shall not exceed [•] per Fiscal Year;

"**Statement of Projected Revenue and Expenditure**" shall have the meaning specified in Section 3.3.2;

"**Statutory Dues Amounts**" means with reference to each Month, all Taxes, customs and other duties, assessments or fees, however imposed, withheld, levied or assessed by any Governmental Authority, under the applicable laws, in such Month;

"**Taxes**" shall mean any present or future tax, levy, impost, duty, stamp duty, charge, fee, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any Government Authority pursuant to the Applicable Law;

"**TRA Default**" shall have the meaning specified in Section 13.1; and

"**Trust and Retention Account**" shall mean the account to be opened with [•] , by the Issuer with the Account Bank.

1.2 Interpretation

In this Agreement:

- (i) reference to an "**amendment**" includes a supplement, modification, novation, replacement or re-enactment and "**amended**" is to be construed accordingly;

- (ii) reference to "**assets**" include all properties whatsoever both present and future, (whether tangible, intangible or otherwise) including Intellectual Property Rights, investments, cash-flows, revenues, land, rights, benefits, interests and title of every description;
- (iii) reference to "**authorisation**" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- (iv) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- (v) words denoting the singular shall include the plural and words denoting any gender shall include all genders;
- (vi) 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 attached hereto and shall be ignored;
- (vii) 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;
- (viii) words "**directly**" or "**indirectly**" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings;
- (ix) 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;
- (x) the words "**include**" and "**including**" are to be construed without limitation;
- (xi) 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;
- (xii) 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**", "**agreed**", "**confirm**" and "**consent**" shall be construed accordingly;
- (xiii) 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 or by reason of the extent to which any provision is inconsistent with any prior draft;
- (xiv) if there is any conflict or inconsistency between a term in the body of this Agreement, which comprises Sections 1 to 25, 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;
- (xv) 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;

- (xvi) 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; and
- (xvii) 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. Any consent, approval, determination, waiver or finding to be given or made by or on behalf of IIFCL shall be made or given by the IIFCL in its sole discretion, except as specifically provided for in this Agreement.

1.3 **Inconsistency**

Notwithstanding anything to the contrary contained in any of the Debenture Documents, the provisions of this Agreement shall have an overriding effect over the provisions of the Debenture Documents (except the Inter-Creditor Agreement) and in the event of any conflict/inconsistency between the provisions contained in this Agreement and the provisions contained in the Debenture Documents (except the Inter-Creditor Agreement), the provisions contained in this Agreement shall prevail, to the extent of such inconsistency. The provisions of the Inter-Creditor Agreement shall have an overriding effect over the provisions of this Agreement and in the event of any conflict/inconsistency between the provisions contained in the Inter-Creditor Agreement and the provisions contained in this Agreement, the provisions contained in the Inter-Creditor Agreement shall prevail to the extent of conflict/inconsistency.

2. **AGREEMENT**

- 2.1 The Security Trustee acting for all the Secured Parties and the Issuer agree to the appointment of the Account Bank and to the provision of the services and arrangements provided by the Account Bank in accordance with this Agreement.
- 2.2 The Issuer hereby settles in trust with the Account Bank the sum of [•]. The Issuer also hereby declares that all the beneficial right, title and interest in and to the trust, Trust and Retention Account, the monies therein and the Permitted Investments including any document of title in relation thereto made from the Trust and Retention Account shall be vested in the Account Bank and held for the benefit of Secured Parties and the Issuer in accordance with the terms of this Agreement and their respective interests are provided for herein. The Account Bank hereby accepts the above amount of [•] in the trust hereby declared upon the terms and conditions set forth in this Agreement. Amounts deposited in the Trust and Retention Account from time to time shall be held in trust, and the monies received and applied as provided in this Agreement. No person other than the Secured Parties and the Issuer shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.
- 2.3 In consideration of the services provided and to be provided by the Account Bank pursuant to this Agreement, the Issuer shall pay fees to the Account Bank as mutually agreed, such amount to be exclusive of all costs and expenses and shall be free and clear of any deductions or withholdings of any nature, except to the extent that the Issuer is required by Applicable Law to make payment subject to any Taxes to be deducted at source.
- 2.4 All costs and expenses that may be required to be incurred by the Account Bank pursuant to this Agreement and/or the Trust and Retention Account Agreement shall be agreed upon by

the Parties, prior to being incurred. Nothing in this Section 2.4 shall prejudice the obligation or liability of any Party pursuant to any other provisions of this Agreement.

3. GENERAL TERMS GOVERNING THE ACCOUNTS

3.1 On or prior to the execution of this Agreement, the Security Trustee and the Issuer shall have completed, executed and delivered to the Account Bank all such forms, documents and other written information required by the Account Bank, to open the Trust and Retention Account (including the Sub-Accounts).

3.2 The Parties agree and acknowledge that:

3.2.1 the Trust and Retention Account (including the Sub-Accounts) have been opened pursuant to, and specifically for the purposes of this Agreement and shall be governed by the provisions of this Agreement;

3.2.2 no cheques, demand drafts or other payment or delivery instruments shall be issued and no credit facilities (by whatever name called) shall be granted or permitted in respect of the Trust and Retention Account, provided always that this sub-clause shall not prevent the Account Bank from issuing such cheques or other instruments for payments or transfers of required amounts in accordance with the provisions of this Agreement;

3.2.3 no amounts may be withdrawn from the Trust and Retention Account (including the Sub-Accounts) save and except as provided in this Agreement;

3.2.4 no Party shall be entitled to create any Security Interest on or in respect of, or otherwise deal with, the Trust and Retention Account, save and except as provided in the Debenture Documents;

3.2.5 subject to the provisions of this Agreement, the Trust and Retention Account shall not be closed except to the extent permitted in accordance with this Agreement;

3.2.6 the Account Bank shall have no right, interest, set-off right or lien of any kind whatsoever over or in relation to the Trust and Retention Account;

3.2.7 the Security Trustee, IIFCL or the Debenture Trustee shall not have any claims and/or rights of set off or counter-claim against any amounts released by the Account Bank in favour of the Security Trustee, IIFCL or the Debenture Trustee (in accordance with this Agreement), and the Security Trustee, IIFCL or Debenture Trustee shall be deemed to be holding all such amounts released in its favour in trust for the Secured Parties;

3.2.8 the Issuer shall not have any claims and/or rights of set off or counterclaims against any amounts released by the Account Bank in favour of the Security Trustee, IIFCL or the Debenture Trustee and/or any account designated for this purpose by the Security Trustee, IIFCL or Debenture Trustee;

3.2.9 no withdrawals may be made from any Account, to the extent that such withdrawal would result in that Account being overdrawn; and

3.2.10 if any withdrawal instruction issued to the Account Bank would if acted upon by the Account Bank, result in the Account being overdrawn, the Account Bank shall only be required to act on such instruction to the extent that the amount of withdrawal does

not result in such account being overdrawn.

- 3.3 The Issuer shall, on the first day of each Fiscal Quarter, provide to the Account Bank, with copies to the Security Trustee, Debenture Trustee, IIFCL and the Backstop Guarantor:
- 3.3.1 a notice setting out for the Fiscal Quarter the amounts due under the Debenture Documents to (i) the Debenture Holders in respect of Redemption Amounts and/or Interest, (ii) IIFCL in respect of the IIFCL Guarantee, (iii) the Security Trustee for fees, costs and expenses the Security Trustee reasonably expects to incur during the Fiscal Quarter, and (iv) the Debenture Trustee for fees, costs and expenses the Debenture Trustee reasonably expects to incur during the Fiscal Quarter ("**Notice of Debt Service**"); and
- 3.3.2 a statement setting out the projected total revenue that the Project is expected to generate and all Taxes, O&M Expenses, Sponsor Charges, amounts and expenses payable to, or on behalf or to the account of the Secured Parties ("**Statement of Projected Revenue and Expenditure**"), for the next Fiscal Quarter. The Statement of Projected Revenue and Expenditure shall be approved (with any changes as may be intimated to the Issuer) by the Debenture Trustee and IIFCL within [•] days of receipt thereof. In the event the Debenture Trustee or IIFCL do not convey their approval or objections to Issuer regarding the Statement of Projected Revenue and Expenditure within the aforesaid period of [•] days, then such Statement of Projected Revenue and Expenditure shall have been deemed to be approved by such non-communicating Party.
- 3.4 The Parties expressly agree that the provisions of this Agreement (including Instructions given hereunder to the Account Bank) cannot be modified, save and except when agreed by the Parties. Except to the extent provided in the Inter-Creditor Agreement, no Instructions shall be given to the Account Bank which are not contemplated by or which are contrary to or inconsistent with this Agreement and, in the event of any such Instructions being given, they shall be null and void and the Account Bank shall not be required to act upon, and shall be entitled to ignore, such Instructions.
- 3.5 The obligations of the Account Bank set out in this Agreement shall not be affected by any disputes between and amongst the other Parties or any of them and the Account Bank shall be entitled to carry out its obligations as set out herein regardless of any such disputes.
- 3.6 The other Parties hereto shall ensure that no conflicting or inconsistent Instructions are given to the Account Bank and if the Account Bank receives and acts upon any such conflicting or inconsistent Instructions, it shall have no liability whatsoever to any Person as a result thereof and shall not act upon any such conflicting or inconsistent Instructions.
- 3.7 If the Account Bank becomes aware of, or is notified of, or is in receipt of any information from any Party to this Agreement or any third Person or on its own accord, of any attachment, injunction or other order of a court, tribunal or other Governmental Authority which would prevent any of the transactions mentioned in this Agreement from taking place or being given effect to in the manner contemplated by this Agreement (including any attachment, injunction or other order of a like nature in respect of the Accounts), the Account Bank shall promptly notify the other Parties and shall only be obliged to perform its duties and responsibilities pursuant to those provisions contained in this Agreement which do not contravene any such attachment, injunction or order.
- 3.8 The restrictions in this Agreement on withdrawal of funds from the Accounts, in particular the manner and operation of the Trust and Retention Account, shall be without prejudice to the

obligations of the Issuer under any of the Debenture Documents.

- 3.9 The Issuer shall not, until the Final Settlement Date, open and establish any additional account or accounts with the Account Bank or any other bank (other than the Accounts) except with the prior consent of the Security Trustee, the Debenture Trustee and IIFCL, and upon such terms as the Security Trustee, the Debenture Trustee and IIFCL may specify including requiring such additional account(s) to be opened only with the Account Bank and any amounts standing to the credit thereof being subject to a first ranking Security Interest, in accordance with the terms of the Debenture Documents.

4. REPRESENTATIONS AND WARRANTIES

Each Party, for itself and not for the others, represents and warrants to the others that:

- 4.1 it has the power and authority to execute this Agreement and perform its obligations hereunder;
- 4.2 its obligations under this Agreement constitute legal, valid and binding obligations enforceable in accordance with the terms of this Agreement; and
- 4.3 it is not aware of any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending by or against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

5. TRUST AND RETENTION ACCOUNT

- 5.1 The Account Bank shall, within [•] Business Days of the date of this Agreement, establish in the name of the Issuer, with its branch at [•], an account, hereto titled the "[•] Trust and Retention Account". The Trust and Retention Account shall have the following sub-accounts for the purposes of this Agreement, namely:
- 5.1.1 a sub-account denominated in Rupees titled the "**Revenue Sub-Account**";
- 5.1.2 a sub-account denominated in Rupees titled the "**Statutory Dues Sub-Account**";
- 5.1.3 a sub-account denominated in Rupees titled the "**O&M Expenses Sub-Account**";
- 5.1.4 a sub-account denominated in Rupees titled the "**Guarantee Fee Sub-Account**";
- 5.1.5 a sub-account denominated in Rupees titled the "**Debt Service Sub-Account**";
- 5.1.6 a sub-account denominated in Rupees titled the "**Guarantee Fee Reserve Sub-Account**";
- 5.1.7 a sub-account denominated in Rupees titled the "**Guarantor's Debt Service Sub-Account**";
- 5.1.8 a sub-account denominated in Rupees titled the "**Debt Service Reserve Sub-Account**";
- 5.1.9 a sub-account denominated in Rupees titled the "**Refinance Reserve Sub-Account**";

5.1.10 a sub-account denominated in Rupees titled the "**Cash Trap Sub-Account**"; and

5.1.11 a sub-account denominated in Rupees titled the "**Surplus Sub-Account**".

5.2 **Revenue Sub-Account**

The Revenue Sub-Account shall be opened in the name of the Issuer and shall be denominated in Rupees.

5.2.1 Deposits into the Revenue Sub-Account

The Issuer:

- (i) shall deposit and shall procure that all Project Proceeds shall be credited or deposited in the Revenue Sub-Account;
- (ii) shall procure that any other amount that would be payable to the Issuer shall be credited to or deposited in the Revenue Sub-Account upon payment thereof;
- (iii) shall procure that, only as specifically provided under the terms of this Agreement and excluding the amounts standing to the credit of the Surplus Sub-Account and the Cash Trap Sub-Account, any surplus in any of the other Accounts shall be deposited into the Revenue Sub-Account; and
- (iv) may make other voluntary deposits of the Issuer's funds into the Revenue Sub-Account at any time.

5.2.2 Withdrawals from the Revenue Sub-Account

So long as no Event of Default has occurred and is continuing, the Account Bank shall withdraw amounts from the Revenue Sub-Account on each Monthly Distribution Date in accordance with the Issuer's instructions, only for the following purposes and in the following order of priority (hereinafter called the "**Cash Flow Waterfall**"):

- (i) to pay an amount equal to the Statutory Dues Amount due for the Month following that Monthly Distribution Date to the Statutory Dues Sub-Account for payment of Taxes in accordance with the Statement of Projected Revenue and Expenditure;
- (ii) to pay an amount equal to the O&M Expenses and the Sponsor Charges for the Month following that Monthly Distribution Date to the O&M Expenses Sub-Account in accordance with the Statement of Projected Revenue and Expenditure;
- (iii) to pay an amount equal to the IIFCL Guarantee Fee due on the immediately following IIFCL Guarantee Fee Payment Date to the Guarantee Fee Sub-Account;
- (iv) to pay an amount into the Debt Service Sub-Account for payment of the Redemption Amounts and/or Interest on the immediately following Payment Date;

- (v) to pay an amount equal to the Guarantee Fee Reserve such that the balance in the Guarantee Fee Reserve Sub-Account is equal to the Guarantee Fee Reserve at all times;
- (vi) to pay an amount equal to the Guarantor's Debt Service Amount payable under the IIFCL Guarantee Agreement and the Counter-Indemnity to Guarantor's Debt Service Sub-Account;
- (vii) to pay an amount to the Debt Service Reserve Sub-Account such that the balance in the Debt Service Reserve Sub-Account is equal to the Debt Service Reserve Amount at all times;
- (viii) to pay an amount to the Refinance Reserve Sub-Account such that the balance in the Refinance Reserve Sub-Account is equal to the Refinance Reserve Amount on or prior to the end of each Fiscal Year;
- (ix) to pay all amounts standing to the credit of the Revenue Sub-Account after complying with the provisions of Section 5.2.2 into the Cash Trap Sub-Account; and
- (x) to transfer amounts standing to the credit of the Cash Trap Sub-Account after complying with the provisions of Section 5.11.2 into the Surplus Sub-Account.

5.3 Statutory Dues Sub-Account

The Statutory Dues Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.3.1 Deposits into the Statutory Dues Sub-Account

The Account Bank shall transfer amounts to the Statutory Dues Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (i) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.3.3 (*Insufficiency in the Statutory Dues Sub-Account*).

5.3.2 Withdrawals from the Statutory Dues Sub-Account

The Account Bank shall withdraw amounts from the Statutory Dues Sub-Account as follows:-

- (a) on such dates in a Month as may be requested by the Issuer, not exceeding the Statutory Dues Amount for that Month in accordance with the Statement of Projected Revenue and Expenditure; and
- (b) on the last Business Day of each Month, after retaining an amount equivalent to the amount of any unpaid Taxes during that Month, all cash balance in the Statutory Dues Sub-Account shall be withdrawn and deposited in to the Revenue Sub-Account towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.3.3 Insufficiency in the Statutory Dues Account

On any date, if funds available in the Statutory Dues Account are insufficient to meet

the Statutory Dues Amount then due and payable, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Refinance Reserve Sub-Account, and fourth from the Debt Service Reserve Sub-Account to meet the insufficiency.

5.4 **O&M Expenses Sub-Account**

The O&M Expenses Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.4.1 Deposits into the O&M Expenses Sub-Account

The Account Bank shall transfer amounts to the O&M Expenses Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (ii) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.4.3 (*Insufficiency in the O&M Expenses Sub-Account*).

5.4.2 Withdrawals from the O&M Expenses Sub-Account

The Account Bank shall withdraw amounts from the O&M Expenses Sub-Account as follows:-

- (a) on such dates in a Month as may be requested by the Issuer, not exceeding the O&M Expenses and the Sponsor Charges for that Month in accordance with the Statement of Projected Revenue and Expenditure; and
- (b) on the last Business Day of each Month, after retaining an amount equivalent to the amount of any unpaid payment obligation incurred by the Issuer for the O&M Expenses and the Sponsor Charges during that Month, all cash balance in the O&M Expenses Sub-Account shall be withdrawn and deposited in to the Revenue Sub-Account towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.4.3 Insufficiency in O&M Expenses Sub-Account

On any date, if funds available in the O&M Expenses Sub-Account are insufficient to meet the O&M Expenses, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Refinance Reserve Sub-Account, and fourth from the Debt Service Reserve Sub-Account to meet the insufficiency.

5.5 **Guarantee Fee Sub-Account**

The Guarantee Fee Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.5.1 Deposits into the Guarantee Fee Sub-Account

The Account Bank shall transfer amounts to the Guarantee Fee Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (iii) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.5.3 (*Insufficiency in the Guarantee Fee Sub-Account*).

5.5.2 Withdrawals from the Guarantee Fee Sub-Account

The Account Bank shall withdraw amounts from the Guarantee Fee Sub-Account as follows:-

- (a) an amount equal to the IIFCL Guarantee Fee due on the immediately following IIFCL Guarantee Fee Payment Date; and
- (b) on the last Business Day of each Month, after retaining an amount equivalent to the amount of any unpaid payment obligation incurred by the Issuer on account of the IIFCL Guarantee Fee due on the immediately following IIFCL Guarantee Fee Payment Date, all cash balance in the Guarantee Fee Sub-Account shall be withdrawn and deposited in to the Revenue Sub-Account towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.5.3 Insufficiency in Guarantee Fee Sub-Account

On any date, if funds available in the Guarantee Fee Sub-Account are insufficient to meet the IIFCL Guarantee Fee, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Guarantee Fee Reserve Sub-Account, fourth from the Refinance Reserve Sub-Account, and fifth from the Debt Service Reserve Sub-Account to meet the insufficiency.

5.6 Debt Service Sub-Account

The Debt Service Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.6.1 Deposits into the Debt Service Sub-Account

The Account Bank shall transfer amounts to the Debt Service Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (iv) (*Withdrawals from the Revenue Sub-Account*); (ii) any Shortfall Amount Paid in accordance with the IIFCL Guarantee Agreement; and (iii) on any date when required, in accordance with Section 5.6.3 (*Insufficiency in the Debt Service Sub-Account*).

5.6.2 Withdrawals from the Debt Service Sub-Account

The Account Bank shall withdraw amounts from the Debt Service Sub-Account as follows:-

- (a) to make payment of the Redemption Amounts and/or Interest on the relevant Payment Date that such payments are due; and
- (b) on the last Business Day of each Month, after retaining an amount equivalent to the amount of any unpaid payment obligation incurred by the Issuer on account of the Redemption Amounts and/or Interest, all cash balance in the Debt Service Sub-Account shall be withdrawn and deposited in to the Revenue Sub-Account towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.6.3 Insufficiency in Debt Service Sub-Account

On any date, if funds available in the Debt Service Sub-Account are insufficient to meet the Redemption Amounts and/or Interest payable on the immediately following Monthly Distribution Date, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Refinance Reserve Sub-Account, fourth from the Debt Service Reserve Sub-Account, and fifth utilize the amount of Shortfall Amount Paid in accordance with the IIFCL Guarantee Agreement to meet the insufficiency.

5.7 **Guarantee Fee Reserve Sub-Account**

The Guarantee Fee Reserve Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.7.1 Deposits into the Guarantee Fee Reserve Sub-Account

The Account Bank shall transfer amounts to the Guarantee Fee Reserve Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (v) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.7.3 (*Insufficiency in the Guarantee Fee Reserve Sub-Account*).

5.7.2 Withdrawals from the Guarantee Fee Reserve Sub-Account

The Account Bank shall withdraw amounts from the Guarantee Fee Reserve Sub-Account as follows:-

- (a) amounts may be withdrawn from the Guarantee Fee Reserve Sub-Account to meet insufficiencies in the Guarantee Fee Sub-Account in accordance with the provisions of this Agreement; and
- (b) on the last Business Day of each Month, to the extent that the balance of the Guarantee Fee Reserve Sub-Account on any Business Day exceeds the Guarantee Fee Reserve, the Account Bank may on the instructions of the Issue deposit the excess in the Guarantee Fee Reserve Sub-Account (or such lesser amount as the Issuer may specify) to the Revenue Sub-Account, towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.7.3 Insufficiency in Guarantee Fee Reserve Sub-Account

On any date, if funds available in the Guarantee Fee Reserve Sub-Account are less than the Guarantee Fee Reserve, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Refinance Reserve Sub-Account, and fourth from the Debt Service Reserve Sub-Account to meet the insufficiency.

5.8 **Guarantor's Debt Service Sub-Account**

The Guarantor's Debt Service Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.8.1 Deposits into the Guarantor's Debt Service Sub-Account

The Account Bank shall transfer amounts to the Guarantor's Debt Service Sub-

Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (vi) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.8.3 (*Insufficiency in the Guarantor's Debt Service Sub-Account*).

5.8.2 Withdrawals from the Guarantor's Debt Service Sub-Account

The Account Bank shall withdraw amounts from the Guarantor's Debt Service Sub-Account as follows:-

- (a) to make payment of the Guarantor's Debt Service Amount on any date as may be required under the IIFCL Guarantee Agreement and the Counter-Indemnity; and
- (b) on the last Business Day of each Month, after retaining an amount equivalent to the amount of any unpaid payment obligation incurred by the Issuer on account of the Guarantor's Debt Service Amount, all cash balance in the Guarantor's Debt Service Sub-Account shall be withdrawn and deposited in to the Revenue Sub-Account towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.8.3 Insufficiency in Guarantor's Debt Service Sub-Account

On any date, if funds available in the Guarantor's Debt Service Sub-Account are less than the Guarantor's Debt Service Amount, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, third from the Refinance Reserve Sub-Account, , and fourth from the Debt Service Reserve Sub-Account, to meet the insufficiency.

5.9 Debt Service Reserve Sub-Account

The Debt Service Reserve Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.9.1 Deposits into the Debt Service Reserve Sub-Account

The Account Bank shall transfer amounts to the Debt Service Reserve Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (vii) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.9.3 (*Insufficiency in the Debt Service Reserve Sub-Account*).

5.9.2 Withdrawals from the Debt Service Reserve Sub-Account

The Account Bank shall withdraw amounts from the Debt Service Reserve Sub-Account as follows:-

- (a) amounts may be withdrawn from the Debt Service Reserve Sub-Account to meet insufficiencies in the other Accounts in accordance with the provisions of this Agreement; and
- (b) on the last Business Day of each Month, to the extent that the balance of the Debt Service Reserve Sub-Account on any Business Day exceeds the Debt Service Reserve Amount, the Account Bank may on the instructions of the

Issuer deposit the excess in the Debt Service Reserve Sub-Account (or such lesser amount as the Issuer may specify) to the Revenue Sub-Account, towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.9.3 Insufficiency in Debt Service Reserve Sub-Account

On any date, if funds available in the Debt Service Reserve Sub-Account are less than the Debt Service Reserve Amount, the Account Bank shall transfer monies, first from the Surplus Sub-Account, second from the Cash Trap Sub-Account, and third from the Refinance Reserve Sub-Account to meet the insufficiency.

5.10 Refinance Reserve Sub-Account

The Refinance Reserve Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.10.1 Deposits into the Refinance Reserve Sub-Account

The Account Bank shall transfer amounts to the Refinance Reserve Sub-Account: (i) on each Monthly Distribution Date in accordance with Section 5.2.2 (viii) (*Withdrawals from the Revenue Sub-Account*); and (ii) on any date when required, in accordance with Section 5.10.3 (*Insufficiency in the Refinance Reserve Sub-Account*).

5.10.2 Withdrawals from the Refinance Reserve Sub-Account

The Account Bank shall withdraw amounts from the Refinance Reserve Sub-Account as follows:-

- (a) amounts may be withdrawn from the Refinance Reserve Sub-Account to meet insufficiencies in the other Accounts in accordance with the provisions of this Agreement;
- (b) amounts may be withdrawn from the Refinance Reserve Sub-Account for the purposes of Redemption of the Debentures on a pro rata basis in accordance with the provisions of Section 5.5 of Schedule III of the Debenture Trust Deed; and
- (b) on the last Business Day of each Month, to the extent that the balance of the Refinance Reserve Sub-Account on any Business Day exceeds the Refinance Reserve Amount, the Account Bank may on the instructions of the Issuer deposit the excess in the Refinance Reserve Sub-Account (or such lesser amount as the Issuer may specify) to the Revenue Sub-Account, towards the Cash Flow Waterfall in accordance with Section 5.2.2 (*Withdrawal from the Revenue Sub-Account*).

5.10.3 Insufficiency in Refinance Reserve Sub-Account

On any date, if funds available in the Refinance Reserve Sub-Account are less than the Refinance Reserve Amount, the Account Bank shall transfer monies, first from the Surplus Sub-Account, and second from the Cash Trap Sub-Account to meet the insufficiency.

5.11 Cash Trap Sub-Account

The Cash Trap Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.11.1 Deposits into the Cash Trap Sub-Account

- (a) On each Monthly Distribution Date, the Account Bank shall transfer any balance in the Revenue Sub-Account after giving effect to the Cash Flow Waterfall to the Cash Trap Sub-Account in accordance with Section 5.2.2 (ix) (*Withdrawals from the Revenue Sub-Account*).
- (b) On any day, the Account Bank shall transfer funds made available by the Sponsor as a Deficiency Loan towards any PLF Deficiency in accordance with the provisions of the Sponsor Support Agreement, to the Cash Trap Sub-Account.

5.11.2 Withdrawals from the Cash Trap Sub-Account

- (a) Subject to the other clauses of this Section 5.11.2 and the satisfaction of Restricted Payments Conditions, any surplus balance in the Cash Trap Sub-Account shall be deposited into the Surplus Sub-Account at the end of each Fiscal Year or at such other time pursuant to the end of such Fiscal Year as the Issuer may instruct.
- (b) Amounts may be withdrawn from the Cash Trap Sub-Account to meet insufficiencies in the other Accounts in accordance with the provisions of this Agreement and to make payment of fees and expenses due and payable to the Guarantor or the Debenture Holders (to the extent not otherwise paid in accordance with the terms of this Agreement).
- (c) Amounts may be withdrawn from the Cash Trap Sub-Account for the purposes of Redemption of the Debentures on a pro rata basis in accordance with the provisions of Section 5.5 of Schedule III of the Debenture Trust Deed.
- (d) Amounts may be withdrawn from the Cash Trap Sub-Account with the prior written consent of the Debenture Trustee and IIFCL for the purposes of the repayment of any principal amounts of any Deficiency Loan or other loans advanced by the Sponsor to the Issuer as allowed in accordance with the terms of the Sponsor Support Agreement and the other Debenture Documents.
- (e) Till such time that the Restricted Payment Conditions are met, the credit balance shall remain in the Cash Trap Sub-Account unless otherwise withdrawn in accordance with this Section 5.11.2.

Provided, in the event that any of the conditions comprising the Cash Trap Triggers is not complied with, no amounts shall be withdrawn from the Cash Trap Sub-Account for deposit into the Surplus Sub-Account until such breach is cured to the satisfaction of the Security Trustee, IIFCL and the Debenture Trustee. Further, following any such breach being cured, no more than [•] of the cash balances in the Cash Trap Sub-Account in any Fiscal Year shall be available for deposit into the Surplus Sub-Account (the "**Available Cash**"). Any balance cash in excess of the Available Cash

remaining to the credit of the Cash Trap Sub-Account shall be retained in the Cash Trap Sub-Account till the Final Settlement Date.

5.12 Surplus Sub-Account

The Surplus Sub-Account shall be established in the name of the Issuer and shall be denominated in Rupees.

5.12.1 Deposits into the Surplus Sub-Account

The Account Bank shall transfer any balance in the Cash Trap Sub-Account to the Surplus Sub-Account in accordance with Sections 5.11.2 (a).

5.12.2 Withdrawals from the Surplus Sub-Account

- (a) Amounts may be withdrawn from the Surplus Sub-Account to meet insufficiencies in the other Accounts in accordance with the provisions of this Agreement;
- (b) Amounts may be withdrawn from the Surplus Sub-Account for the purposes of Redemption of the Debentures on a pro rata basis in accordance with the provisions of Section 5.5 of Schedule III of the Debenture Trust Deed.
- (c) Subject to (a) and (b) above, the Issuer shall be entitled to withdraw amounts from the Surplus Sub-Account once every Fiscal Year to make a Restricted Payment and/or any payments permitted under the Debenture Documents including towards the Sponsor on account of administrative or shared services charges or any other charges during a Fiscal Year in excess of the Sponsor Charges. For making any Restricted Payment, the Issuer shall send prior notice to the Debenture Trustee and IIFCL along with the supporting documents in relation to the Restricted Payment Conditions. The Debenture Trustee and IIFCL, on being satisfied of compliance with all the Restricted Payment Conditions, shall issue a confirmation within [•] days of receiving the prior intimation from the Issuer to the Account Bank for withdrawal of amounts from the Surplus Sub-Account.

For the avoidance of doubt, it is clarified that subject to satisfaction of Restricted Payment Conditions, the Cash Trap Trigger and the other requirements of this Section 5.12.2, the Issuer shall be permitted to transfer such monies into the Surplus Sub-Account (and utilise the same) that are received in a subsequent Fiscal Year in relation to revenues of the Issuer that are accrued but not realized in the preceding Fiscal Year.

5.13 DSRA Bank Guarantee

5.13.1 The Issuer may, with respect to the Debt Service Reserve Sub-Account, and after obtaining the prior written consent of IIFCL and the Debenture Trustee in this regard, provide to the Security Trustee an unconditional, irrevocable, on demand, bank guarantee from a bank acceptable to the Debenture Trustee and IIFCL, in favour of the Security Trustee having at all times when outstanding a face value not less than the Debt Service Reserve Amount in lieu of maintaining cash amounts in the Debt Service Reserve Sub-Account (the "**DSRA Bank Guarantee**").

5.13.2 For the avoidance of doubt, amounts available to be drawn under the DSRA Bank

Guarantee shall for all purposes hereof be deemed to be on deposit in the Debt Service Reserve Sub-Account.

- 5.13.3 The Issuer may at any time replace the DSRA Bank Guarantee: (i) in whole with an amount of cash equal to the face amount of the DSRA Bank Guarantee; or (ii) in part with an amount of cash equal to the partial reduction of such DSRA Bank Guarantee.
- 5.13.4 The DSRA Bank Guarantee shall include the following terms and provisions and shall otherwise substantially be in the form and substance satisfactory to the Debenture Trustee and IIFCL and by a bank/ financial institution acceptable to the Debenture Trustee and IIFCL:
- (a) the DSRA Bank Guarantee shall have a validity period of at least [•] days after the date of issuance and shall be unsecured;
 - (b) the Issuer shall renew the DSRA Bank Guarantee by the date falling [•] days prior to expiry of the validity period of the DSRA Bank Guarantee, and if it fails to do so, it shall immediately notify the Account Bank, the Security Trustee, IIFCL and the Debenture Trustee of any non-renewal of the DSRA Bank Guarantee;
 - (c) if the Issuer fails to renew the DSRA Bank Guarantee or establish a substitute DSRA Bank Guarantee, at least [•] days prior to the expiry of the validity period for the DSRA Bank Guarantee, the entire balance of the DSRA Bank Guarantee shall be drawn down by the Security Trustee, and deposited into the Debt Service Reserve Sub-Account such that the Debt Service Reserve Amount is maintained; and
 - (d) in the event that the Issuer has failed to renew or establish a substitute DSRA Bank Guarantee in terms of (b) above or if the DSRA Bank Guarantee is drawn in terms of (c) above, the Issuer shall be required to maintain cash in the Debt Service Reserve Sub-Account and not be entitled to replace the same with a DSRA Bank Guarantee.

5.14 **Guarantee Fee Reserve Guarantee**

- 5.14.1 The Issuer may, with respect to the Guarantee Fee Reserve Sub-Account, and after obtaining the prior written consent of IIFCL and the Debenture Trustee in this regard, provide to the Security Trustee an unconditional, irrevocable, on demand, bank guarantee from a bank acceptable to IIFCL and the Debenture Trustee, in favour of the Security Trustee having at all times when outstanding a face value not less than the Guarantee Fee Reserve in lieu of maintaining cash amounts in the Guarantee Fee Reserve Sub-Account (the "**Guarantee Fee Reserve Bank Guarantee**").
- 5.14.2 For the avoidance of doubt, amounts available to be drawn under the Guarantee Fee Reserve Bank Guarantee shall for all purposes hereof be deemed to be on deposit in the Guarantee Fee Reserve Sub-Account.
- 5.14.3 The Issuer may at any time replace the Guarantee Fee Reserve Bank Guarantee: (i) in whole with an amount of cash equal to the face amount of the Guarantee Fee Reserve Bank Guarantee; or (ii) in part with an amount of cash equal to the partial reduction of such Guarantee Fee Reserve Bank Guarantee.
- 5.14.4 The Guarantee Fee Reserve Bank Guarantee shall include the following terms and

provisions and shall otherwise substantially be in the form and substance satisfactory to IIFCL and by a bank/ financial institution acceptable to IIFCL and the Debenture Trustee:

- (a) the Guarantee Fee Reserve Bank Guarantee shall have a validity period of at least [•] days after the date of issuance and shall be unsecured;
- (b) the Issuer shall renew the Guarantee Fee Reserve Bank Guarantee by the date falling [•] days prior to expiry of the validity period of the Guarantee Fee Reserve Bank Guarantee, and if it fails to do, it shall immediately notify the Account Bank, the Debenture Trustee and IIFCL of any non-renewal of the Guarantee Fee Reserve Bank Guarantee;
- (c) if the Issuer fails to renew the Guarantee Fee Reserve Bank Guarantee or establish a substitute Guarantee Fee Reserve Bank Guarantee, at least [•] days prior to the expiry of the validity period for the Guarantee Fee Reserve Bank Guarantee, the entire balance of the Guarantee Fee Reserve Bank Guarantee shall be drawn down by the Security Trustee, and deposited into the Guarantee Fee Reserve Sub-Account such that the Guarantee Fee Reserve is maintained; and
- (d) in the event that the Issuer has failed to renew or establish a substitute Guarantee Fee Reserve Bank Guarantee in terms of (b) above or if the Guarantee Fee Reserve Bank Guarantee is drawn in terms of (c) above, the Issuer shall be required to maintain cash in the Guarantee Fee Reserve Sub-Account and not be entitled to replace the same with a Guarantee Fee Reserve Bank Guarantee.

6. COVENANTS AND UNDERTAKINGS OF THE ACCOUNT BANK AND DEBENTURE TRUSTEE

6.1 Subject to the provisions of this Agreement, the Account Bank in addition to its covenants and undertakings set out elsewhere in this Agreement hereby undertakes and covenants to the Issuer, IIFCL, the Security Trustee and the Debenture Trustee that it shall:

- 6.1.1 keep and maintain the amounts credited to the Accounts (as and when received by it) with the same degree of care and prudence which it gives to its own property or goods;
- 6.1.2 act in strict accordance with this Agreement;
- 6.1.3 maintain proper records of all transactions effected in respect of the Accounts (including details of and transactions related to all Permitted Investments) consistent with prudent banking practices and in the ordinary course of business;
- 6.1.4 provide to the Security Trustee, the Debenture Trustee, the Issuer and IIFCL quarterly statements detailing the dates and particulars of the deposits to and withdrawals from the Accounts (including details of all Permitted Investments and summaries of the bank or remittance charges, if any) and of any other amounts credited to and debited from the Accounts not hand over the Escrow Amounts or any part thereof to any third party without obtaining the prior consent of the Issuer, Debenture Trustee and the Security Trustee, unless otherwise provided for in this Agreement;
- 6.1.5 as and when required by the Debenture Trustee, the Issuer or IIFCL, provide a

certified copy of the statement of accounts, for such period as may be requested;

- 6.1.6 hold the Escrow Amounts as a custodian and, in case of insolvency, liquidation or winding-up of the Account Bank, acknowledges that the Escrow Amounts are not the property of the Account Bank and it has no rights (including rights of set-off or counterclaim) in respect of such amounts;
 - 6.1.7 to the extent permitted by law pay interest on the Escrow Amounts based on the prevailing rate or RBI compliance or rules and policies of the Account Bank, such interest to be treated as a normal inflow and credited to the relevant Account in relation to which it has arisen;
 - 6.1.8 comply with all Instructions given to it pursuant to this Agreement and the Inter-creditor Agreement and acknowledges and agrees that all such Instructions (unless otherwise expressly specified in this Agreement) shall be binding on it and it shall make payments and transfers of monies pursuant to such Instructions provided that the Issuer, the Security Trustee and the Debenture Trustee acknowledge and agree that any such payments and transfers made by the Account Bank pursuant to such Instructions shall be binding on the Parties and the Issuer, the Security Trustee and the Debenture Trustee shall not be entitled to make any claims against the Account Bank in respect of any amounts paid or transferred pursuant to such Instructions;
 - 6.1.9 this Agreement shall continue to be binding for all intent and purposes and its obligations will not be discharged on account of any reconstitution or reorganisation of the Account Bank;
 - 6.1.10 upon receipt of notice from the Security Trustee (in the form set out in Schedule B ("**Default Letter**")) that the Issuer is in default of its obligations under the Debenture Documents, no longer act on the Issuer's Instructions unless and until notified by the Security Trustee (in the form set out in Schedule C) that such default has ceased and/or been waived;
 - 6.1.11 during a TRA Default only undertake transactions in respect of all Permitted Investments in accordance with the written Instructions of the Security Trustee;
 - 6.1.12 provide notice to the Debenture Trustee of any expected Shortfall Amount [•] days but not earlier than [•] days prior to the Interest Payment Date in respect of such Shortfall Amount; and
 - 6.1.13 hold all monies and other property received by the Account Bank under this Agreement in trust for the purposes for which they were received, until used or applied in accordance with this Agreement.
- 6.2 Upon notification from the Account Bank pursuant to Section 6.1.12, the Debenture Trustee shall submit a Shortfall Instruction to IIFCL in accordance with the requirements of the IIFCL Guarantee Agreement specifying the Shortfall Amount included in such notification.

7. ISSUER'S COVENANTS AND UNDERTAKINGS

- 7.1 The Issuer, in addition to its covenants and undertakings set out elsewhere in this Agreement, hereby undertakes and covenants to the Security Trustee, Debenture Trustee, IIFCL and the Account Bank that it shall:

- 7.1.1 at least [•] day prior to each Debenture Due Date, determine the amounts available/to

be made available in accordance with this Agreement (including the Notice of Debt Service and Statement of Projected Revenue and Expenditure) to make payment of the amounts due (including any anticipated Shortfall Amounts) on each such Debenture Due Date and notify the Secured Parties;

- 7.1.2 without prejudice to Section 7.1.1, promptly notify the Security Trustee, the Debenture Trustee and the Account Bank of the existence of a Shortfall Amount;
- 7.1.3 promptly notify the Security Trustee if the amounts available in the Trust and Retention Account are insufficient to make payment of the amounts due in accordance with the Cash Flow Waterfall;
- 7.1.4 not undertake any transactions in relation to the Trust and Retention Account or issue any Instructions to the Account Bank upon the occurrence of an Event of Default, unless otherwise directed by the Security Trustee; and
- 7.1.5 execute all such deeds and documents that may be necessary to give effect to the arrangements contemplated under this Agreement.

8. PERMITTED INVESTMENTS

- 8.1 Subject to Section 6.1.13, the Account Bank is hereby authorised to debit the Trust and Retention Account (including the Sub-Accounts) and invest the amounts debited in Permitted Investments upon receiving written Instructions from the Issuer (with simultaneous copies sent to the Security Trustee and the Debenture Trustee).
- 8.2 Permitted Investments shall be made by the Account Bank in the manner set forth in the Instructions pursuant to the procedure set out in this Agreement.
- 8.3 Upon realisation or maturity of any Permitted Investment, accrued interest and principal shall, pursuant to Instructions from the Issuer, (i) be credited to the Trust and Retention Account or to the relevant Sub-Accounts, or (ii) subject to the other provisions of this Agreement, be reinvested as Permitted Investments. The monies withdrawn from the Trust and Retention Account (including the Sub-Accounts) pursuant to the terms set out in this Section 8.3 shall not be co-mingled with any other investments of the Issuer and shall be invested separately in Permitted Investments.

9. PROCEDURE FOR PERMITTED INVESTMENTS

- 9.1 Until it is notified in writing of a TRA Default by the Security Trustee, the Account Bank shall comply with the Issuer's Instructions in relation to Permitted Investments, such Instructions to be made in accordance with the Debenture Documents. Upon receipt of a notice of TRA Default from the Security Trustee, the Account Bank shall comply with Instructions received from the Security Trustee only and shall not accept any further Instructions from the Issuer.
- 9.2 All documents of title or other documentary evidence of ownership (along with proper authorisations) with respect to Permitted Investments made out of the Trust and Retention Account will be held in the custody of the Security Trustee under the name and for the account of the Issuer.
- 9.3 The Issuer shall at all times ensure that the maturities of the Permitted Investments match with the payment or transfer obligations under this Agreement, having regard to the availability of Permitted Investments which are readily marketable or can be immediately

liquidated.

10. MANDATORY REALISATIONS

If the Issuer becomes aware that any Permitted Investment has ceased to be a Permitted Investment, it shall immediately procure, subject to the other provisions of this Agreement, that such investment is liquidated and the proceeds of the sale be reinvested into another Permitted Investment(s) or credited to the Trust and Retention Account. The Security Trustee shall be entitled to require the liquidation of any Permitted Investment (i) which ceases to be a Permitted Investment, or (ii) to the extent necessary for payment of any amount due under the Debenture Documents or Project Documents in accordance with the order of priority of payments set out in Section 5.2.2 and other provisions of this Agreement.

11. ACCOUNTS INCLUDE PERMITTED INVESTMENTS

11.1 Any reference in this Agreement to the balance standing to the credit of an Account shall be deemed to include a reference to the principal amount of the Permitted Investments in which all or part of such balance is invested.

11.2 Any interest or other income paid in respect of Permitted Investments shall be credited to the Trust and Retention Account.

12. RELEASE OF THE AMOUNTS IN THE ACCOUNT

The Security Trustee shall on the Final Settlement Date, issue a release notice ("**Release Notice**") in the form set out in Schedule D to the Account Bank with a copy thereof being provided to the Issuer. Upon receipt of the Release Notice this Agreement shall be terminated.

13. DEFAULTS AND WITHDRAWALS FOLLOWING DEFAULTS

13.1 TRA Default

If the Issuer:

13.1.1 fails to deposit funds received by the Issuer into the Accounts in accordance with this Agreement;

13.1.2 causes the Account Bank (through issue of an Instruction or otherwise) to transfer funds into or withdraw funds from any Account (which transfer or withdrawal would not be in compliance with the terms of this Agreement), and such non compliance is not remedied to the satisfaction of the Security Trustee within [•] Business Days or such longer period as it may grant, following notice of default from the Security Trustee;

13.1.3 makes an investment or authorises the Account Bank to make an investment which is not a Permitted Investment, and such breach is not remedied to the satisfaction of the Security Trustee within [•] Business Days or such longer period as may be granted by the Security Trustee, following the delivery of the Default Letter; or

13.1.4 is in breach of the Debenture Documents and such breach has resulted in an Event of Default,

(each a "**TRA Default**"), the Security Trustee shall be entitled to authorise the Account Bank to make transfers or take appropriate action required pursuant to Section **Error! Reference**

source not found..

13.2 Upon the occurrence or during the existence of a TRA Default, the Security Trustee shall notify the Account Bank of any such defaults by written notice and until such time as the Security Trustee has notified the Account Bank that any such default has been cured or waived, the Account Bank shall only act upon Instructions from the Security Trustee and transfer and/or withdraw monies from the Trust and Retention Account in accordance with the Instructions of the Security Trustee issued pursuant to the terms of the Debenture Documents.

13.3 Procedure following Default

13.3.1 After receipt of a notice of TRA Default and until such time as it is notified by the Security Trustee that such TRA Default has been remedied or waived, the Account Bank shall not act on the Instructions of the Issuer in relation to any sums at such time standing to the credit of the Accounts except with the prior written consent of the Security Trustee, and be entitled to pay to the Security Trustee any sums standing to the credit of the Accounts for application by the Security Trustee towards the payment and discharge of any amounts owed to the Secured Parties under the Debenture Documents in accordance with the Debenture Documents.

13.3.2 Without prejudice to any other provisions of this Agreement, upon the occurrence and during the existence of a TRA Default, the Issuer undertakes:

- (i) not to issue any Instructions to the Account Bank without the prior written consent of the Security Trustee; and
- (ii) to transfer to the Trust and Retention Account any funds available in any other Accounts.

14. INDEMNITIES

14.1 The Account Bank shall indemnify, defend and hold harmless the Security Trustee, IIFCL, the Debenture Trustee and the Issuer from and against any and all losses which may be incurred or suffered by the Security Trustee, IIFCL and the Debenture Trustee (acting in its capacity as the Debenture Trustee on behalf of the Debenture Holders) or the Issuer and which may arise as a result of:

14.1.1 any gross negligence or omission, or any intentional or willful misconduct or any breach by the Account Bank of any of the terms of this Agreement; and

14.1.2 any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, expenses, including without limitation, legal fees and expenses, incurred in enforcing this indemnity.

14.2 The Issuer hereby agrees to indemnify and hold harmless the Account Bank against any losses, liabilities, claims, damages, costs or expenses incurred by the Account Bank against any third party and/or consequent to any arbitration proceedings in connection with the discharge of its obligations under this Agreement, however the Issuer shall have no such duty to indemnify the Account Bank for any such costs incurred by the Account Bank as a result of any gross negligence or omission, or of any intentional or wilful misconduct, on the part of the Account Bank.

14.3 The Issuer hereby agrees to indemnify the Security Trustee, IIFCL and the Debenture Trustee

and hold the Security Trustee, IIFCL and the Debenture Trustee harmless against any losses, liabilities, claims, damages, costs or expenses incurred by the Security Trustee, IIFCL and the Debenture Trustee against any third party and/or consequent to any arbitration proceedings in connection with the discharge of its obligations under this Agreement, however the Issuer shall have no such duty to indemnify the Security Trustee, IIFCL and the Debenture Trustee for any such costs incurred by the Security Trustee, IIFCL and the Debenture Trustee as a result of any gross negligence or omission, or of any intentional or wilful misconduct, on the part of the Security Trustee, IIFCL and the Debenture Trustee, as the case may be.

15. ENTIRE AGREEMENT

This Agreement, together with the Schedules, contains the entire agreement of the Parties with respect to the Accounts and supersedes all negotiations, prior discussions, agreements, memoranda or heads of agreements made prior to the date of execution of this Agreement.

16. NO WAIVER

No forbearance, indulgence, relaxation or inaction of any Party at any time shall in any way affect, diminish, restrict or prejudice the rights of such Party and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provision or any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or positions other than as expressly stipulated in this Agreement.

17. AMENDMENT

This Agreement may only be modified or amended by a written amendment executed by the Security Trustee, IIFCL, the Debenture Trustee, the Account Bank and the Issuer.

18. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

19. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Parties and its or any subsequent successors and permitted assigns.

20. ASSIGNMENT AND TRANSFERS

Neither this Agreement nor any right or obligation hereunder or part of it may be assigned by either of the Parties without the prior written consent of the other Parties hereto.

21. SEVERABILITY

Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

22. NOTICES AND INSTRUCTIONS

22.1 Except as otherwise expressly provided in this Agreement or in any of the other Debenture

Documents, all notices and other communications shall be (i) in writing (including electronic mail and telefax, except as noted below) and (ii) emailed, telecopied or sent by a Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All notices given by or to the Issuer by the other Parties hereto shall be sent to the Backstop Guarantor and IIFCL at the address and contact number specified below, unless the Backstop Guarantor and IIFCL notify the Parties to the contrary.

Account Bank:

Name : [•]
Address : [•]
Telefax number : [•]
Email : [•]
To the attention of : [•]

Issuer:

Name : [•]
Address : [•]
Email : [•]
Telefax number : [•]
Phone number : [•]
To the attention of : [•]

Security Trustee:

Name : [•]
Address : [•]
Telefax number : [•]
Phone number : [•]
Email : [•]
To the attention of : [•]

Debenture Trustee (for itself and on behalf of the Debenture Holders):

Name : [•]
Address : [•]
Telefax number : [•]
Phone number : [•]
Email : [•]
To the attention of : [•]

IIFCL:

Name : India Infrastructure Finance Company Limited
Address : 8th Floor, Hindustan Times House, 18 & 20, Kasturba Gandhi Marg, New Delhi 110001, India
Telefax number : [•]
Phone number : [•]
Email : [•]
To the attention of : [•]

Backstop Guarantor:

Name : Asian Development Bank
Address : [•]
Telefax number : [•]
Email : [•]
To the attention of : [•]

- 22.2 All such notices and communications shall be effective (i) if sent electronic mail when sent, (ii) if sent by telefax, when sent (on receipt of a confirmation to the correct telefax number), (iii) if sent by Person, when delivered at the address set out in Section 22.1 and the receipt of which is acknowledged, (iv) if sent by courier, (a) [•] Business Days after deposit with an overnight courier if for inland delivery; and (b) [•] 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.
- 22.3 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 Section 22.2, as the case may be, without regard to the dispatch of such original.
- 22.4 Any act to be done by the Account Bank shall be required to be done only on a Business Day, during usual banking business hours. In the event that any day on which the Account Bank is required to do an act pursuant to this Agreement or the Trust and Retention Account Agreement is a day on which banking business is not, or cannot for any reason be, conducted, then the Account Bank shall be entitled to do those acts on the next Business Day.
- 22.5 Any Instructions to the Account Bank shall continue in full force and effect until cancelled or superseded by another Instruction which is valid under the provisions of this Agreement. Instructions that have already been acted upon cannot be cancelled by the Issuer, IIFCL, the Security Trustee or the Debenture Trustee.
- 22.6 The Issuer, the Security Trustee, IIFCL and the Debenture Trustee will comply with certain agreed security procedures ("**Procedures**") set out in Schedule E, designed to verify the origin of communications between either of them and the Account Bank such as enquiries, advices and Instructions, including all instructions or communications from authorised representatives (each a "**Communication**").
- 22.7 The Account Bank is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication. The Account Bank is not responsible for errors or omissions made by any of the other Parties or the duplication of any Communication by any of the Parties. The Account Bank may act on a Communication if it reasonably believes it contains sufficient information.
- 22.8 The Account Bank may decide not to act on a Communication where it reasonably doubts its content, authorisation, origin or compliance with the Procedures and will promptly notify the Party who has sent such communication (by telephone, if appropriate) of its decision.
- 22.9 If the Account Bank acts on any Communication sent by any means requiring manual intervention (such as telephone, telex, telefax, electronic mail or disks sent by messenger) then, if the Account Bank complies with the Procedures, the Party sending such

Communication will be responsible for any loss the Account Bank may incur in connection with, or in giving effect to, such Communication.

- 22.10 Each of the Parties understands, acknowledges and accepts that a Communication sent via facsimile machines, internet, diskettes, or any other method over public lines is not encrypted, and that these transmission methods are not necessarily secure means of transmission and delivery of information, and that there are associated risks, including of breach of confidentiality, possible unauthorised alteration and/or unauthorised use, and failure of Communication. The Issuer, the Security Trustee, IIFCL and the Debenture Trustee agree to exempt the Account Bank from any and all responsibility in this regard, including as to any misuse of Communication, and the Issuer shall hold the Account Bank harmless for any cost or loss that the Account Bank may incur due to the same and any error, delay or problem in transmission or otherwise.

23. GOVERNING LAW

This Agreement will be governed by and construed and enforced in accordance with the laws of India.

24. JURISDICTION

- 24.1 The Issuer agrees that the courts and tribunals of [•] shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement or any other Financing Document and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Debenture Documents may be brought in such courts or tribunals and the Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- 24.2 The Issuer irrevocably waives any objection now or in future, to decide the venue of any Proceedings in the courts and tribunals of [•] and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgement in any Proceedings brought in the courts and tribunals of [•] shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such judgement, or in any other manner provided by law. Nothing contained in this Section 24, 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 themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Issuer irrevocably waives any objection they 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.
- 24.3 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 judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

25. TERMINATION

- 25.1 This Agreement shall, remain in full force and effect until the Final Settlement Date, unless

terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Section 25 by written notice from the Security Trustee, IIFCL and the Debenture Trustee (on behalf of itself and the Debenture Holders) to the Account Bank.

- 25.2 The Account Bank's appointment pursuant to this Agreement shall cease automatically upon the termination of this Agreement as set out herein.
- 25.3 Provided that it has not been notified that a TRA Default has occurred or is continuing the Issuer may, by not less than [•] days prior notice to the Account Bank and with the prior written consent of the Security Trustee, IIFCL and the Debenture Trustee, terminate this Agreement and appoint one or more Account Bank(s). Such new Account Bank(s) and the arrangements made for the transfer of the amounts deposited in the Accounts to new accounts established with the successor Account Bank(s) shall be acceptable and satisfactory to the Security Trustee, IIFCL and the Debenture Trustee.
- 25.4 The Security Trustee may, after consultation with the Issuer, IIFCL and the Debenture Trustee (unless a TRA Default has occurred and is continuing, in which event no such consultation shall be required), remove the Account Bank with or without cause by [•] days prior written notice of removal to the Account Bank. In such an event, the Security Trustee shall appoint a successor Account Bank by written notice to the Issuer, IIFCL, the Debenture Trustee, the Account Bank and the successor Account Bank within [•] days of the notice of removal, failing which the Account Bank shall be entitled to appoint the successor Account Bank provided that, in any such case, the new Account Bank(s) and the arrangements made for the transfer of the amounts deposited in the Accounts to new accounts established with the successor Account Bank(s) shall be acceptable and satisfactory to the Security Trustee, IIFCL and the Debenture Trustee.
- 25.5 The Account Bank shall be entitled to terminate this Agreement if the Issuer fails to comply with any of its material obligations under this Agreement and fails to remedy such failure within [•] days after receipt of notice thereof from the Account Bank to the Issuer, the Security Trustee, IIFCL and the Debenture Trustee, provided the Issuer has arranged for the appointment of a new Account Bank(s) acceptable to the Security Trustee, IIFCL, the Debenture Trustee and the Secured Parties and arrangements satisfactory to the Security Trustee, IIFCL, the Debenture Trustee and the Secured Parties are made for the opening of new accounts and transfer of amounts deposited in the Accounts to new accounts established with successor Account Bank(s) on similar terms to the terms of this Agreement.
- 25.6 Any successor Account Bank appointed pursuant to this Section shall execute, acknowledge and deliver to the Secured Parties, the Issuer and to its predecessor Account Bank an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor Account Bank shall become effective and such successor Account Bank, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor as if it was originally named as Account Bank under this Agreement provided that:
- 25.6.1 upon written request of the Secured Parties or the successor Account Bank, the Account Bank ceasing to act shall, upon payment of all amounts then due to it pursuant to the provisions of this Agreement, execute and deliver an instrument or instruments transferring and assigning to such successor Account Bank (without obligation to indemnify such successor Account Bank) all the rights and powers of the Account Bank so ceasing to act; and
- 25.6.2 upon the request of any such successor Account Bank, the Issuer shall execute any and all instruments in writing in order to fully vest in and confirm to such successor

Account Bank all such rights and powers.

- 25.7 Any corporation into which the Account Bank 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 Account Bank shall be a party, or any corporation succeeding to the corporate trust business of the Account Bank shall, subject to the prior written consent of the Security Trustee, IIFCL and the Debenture Trustee, be the successor of the Account Bank.
- 25.8 The Account Bank may resign from its duties at any time during the pendency of this Agreement by giving [•] days' notice in writing to the Issuer, the Security Trustee, IIFCL and the Debenture Trustee. If the Account Bank resigns, the Issuer, with the prior written approval of the Security Trustee, IIFCL and the Debenture Trustee, shall appoint a successor Account Bank provided however that if no successor Account Bank has been so appointed by the Issuer within [•] days after notice of resignation has been given, the Account Bank may appoint a successor Account Bank, provided that the new Account Bank(s) is or are acceptable to the Security Trustee, IIFCL and the Debenture Trustee and arrangements satisfactory to the Security Trustee, IIFCL and the Debenture Trustee are made for transfer of the amounts deposited in the Accounts to new accounts established with the successor Account Bank(s).
- 25.9 Upon the termination of this Agreement under this Section 25 (**TERMINATION**), the provisions of Section 14 (**INDEMNITIES**), and Section 24 (**JURISDICTION**) shall survive such termination.

SCHEDULE A
DEBENTURE DUE DATES
[•]

SCHEDULE B
DEFAULT LETTER
[ON THE LETTER HEAD OF THE SECURITY TRUSTEE]

Date: [●]

To

Account Bank
[●]

Distribution of Amounts in Account maintained with [●] (Account No [●])

We refer to the Trust and Retention Account Agreement dated [●] and executed by the Issuer, the Security Trustee, IIFCL, the Debenture Trustee and you ("**Trust and Retention Account Agreement**"). Capitalised terms used but not defined in this letter shall have the meaning attributed to them under the Trust and Retention Account Agreement.

Reference is made to Section 6.1.10 of the Trust and Retention Account Agreement. By this letter we hereby notify you that a TRA Default has occurred and is continuing. The same has been simultaneously communicated to the Issuer.

On behalf of the Security Trustee

[●]
Authorised Signatory

CC
Issuer
[●]

SCHEDULE C
RECALL OF DEFAULT LETTER
[ON THE LETTER HEAD OF THE SECURITY TRUSTEE]

Date: [●]

To

Account Bank
[●]

Distribution of Amounts in Account maintained with [●] (Account No [●])

We refer to the Trust and Retention Account Agreement dated [●] and executed by the Issuer, the Security Trustee, IIFCL, the Debenture Trustee and you ("**Trust and Retention Account Agreement**"). Capitalised terms used but not defined in this letter shall have the same meaning attributed to them under the Trust and Retention Account Agreement.

Reference is made to Section 6.1.10 of the Trust and Retention Account Agreement and our letter dated [●] ("**Default Letter**") informing you that the Issuer had defaulted in the performance of its obligations under the Debenture Documents. By this letter we hereby confirm that the TRA Default has been rectified and we recall the Default Notice.

On behalf of Security Trustee

[●]
Authorised Signatory

CC
Issuer
[●]

SCHEDULE D
RELEASE NOTICE
[ON THE LETTER HEAD OF THE SECURITY TRUSTEE]

Date: [●]

To

Account Bank
[●]

Release of Amounts in Trust and Retention Account (Account No [●]) maintained with [●]

Reference is made to the Trust and Retention Account Agreement dated [●] and executed by the Issuer, the Security Trustee, IIFCL, the Debenture Trustee and you ("**Trust and Retention Account Agreement**"). Capitalised terms used but not defined in this letter shall have the same meaning attributed to them under the Trust and Retention Account Agreement.

Reference is made to Section 12 of the Trust and Retention Account Agreement. We confirm that all amounts due of the Secured Parties have been fully paid to the satisfaction of the Secured Parties.

On behalf of Security Trustee

[●]
Authorised Signatory

CC
Issuer
[●]

SCHEDULE E
PROCEDURES FOR INSTRUCTIONS

1. Pursuant to this Agreement the Security Trustee, IIFCL, the Debenture Trustee and the Issuer are, from time to time, required to provide instructions to the Account Bank for transactions contemplated in this Agreement and/or modifications thereof (collectively, "**Instructions**", and in the singular, an "**Instruction**"), in a form and manner acceptable to the Account Bank, and in accordance with this Agreement, through their authorised representatives.
2. The Instructions by electronic mail, telefax transmission or in original hard copy shall be transmitted or delivered by the Security Trustee, IIFCL, the Debenture Trustee or the Issuer, as the case may be, duly signed by its authorised representatives, in conformity with the specimen signatures of the authorised representatives registered with the Account Bank. The Security Trustee, IIFCL, the Debenture Trustee (on behalf of itself and the Debenture Holders) and the Issuer hereby authorise and instruct the Account Bank to act in accordance with such Instructions received in accordance with the procedures set out in this Agreement.
3. The Account Bank shall verify the signatures on the Instructions received by electronic mail, telefax transmission or on original hard copy, with the specimen signatures of the authorised representatives provided to the Account Bank by the Security Trustee, IIFCL, the Debenture Trustee and the Issuer, as the case may be.
4. The Security Trustee, IIFCL, the Debenture Trustee (on behalf of itself and the Debenture Holders) and the Issuer hereby agree that all Instructions by electronic mail, telefax transmission or by original hard copy shall exclusively use the format prescribed in the Agreement, if any such format is prescribed.
5. The Security Trustee, IIFCL, the Debenture Trustee (on behalf of itself and the Debenture Holders) and the Issuer hereby:
 - 5.1 confirm that they shall be bound by the contents of Instructions transmitted by electronic mail or telefax to the Account Bank, and that, in the event of any discrepancy between the Instructions as transmitted by electronic mail or telefax and the original of the Instructions, the Instructions transmitted by electronic mail or telefax and the particulars as contained therein may, if the Account Bank has acted in good faith on the basis of such electronic mail or telefax, be deemed by the Account Bank to be the primary document evidencing the Instructions, and shall prevail; and
 - 5.2 undertake, without prejudice to the aforesaid, that the Security Trustee, IIFCL, the Debenture Trustee (on behalf of itself and the Debenture Holders) within seventy two (72) hours of receipt of demand from the Account Bank, deliver the original of any Instructions to the Account Bank, clearly marked.

SCHEDULE F
[•]

IN WITNESS WHEREOF the Issuer has caused its Common Seal to be affixed hereto and to the counter copies hereof on the date, month and year first hereinabove written and the Security Trustee and the Account Bank have caused the same to be executed by the hands of their respective authorised officials or attorney as hereinafter appearing.

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 BY the within named **SECURITY TRUSTEE**, [•], by the hand of Shri./Smt. _____, its _____ and authorised official.

SIGNED AND DELIVERED BY the within named **DEBENTURE TRUSTEE**, [•], by the hand of Shri./Smt. _____, its _____ and authorised official.

SIGNED AND DELIVERED BY the within named **INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED**, by the hand of Shri./Smt. _____, its _____ and authorised official.

SIGNED AND DELIVERED BY the within named **ACCOUNT BANK**, [•], by the hand of Shri./Smt. _____, its _____ and authorised official.