

Details of Security interest

Phase I and Phase II Lenders

Senior Lenders

- A first mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future,
- A first charge by way of hypothecation of all the Borrower's tangible moveable assets, including but not limited to moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other movable assets, both present and future;
- A first charge on Borrower's Receivables;
- A first charge over all bank accounts of the Borrower, including without limitation, the escrow account(s) pursuant to the PPA(S), the Trust and Retention Account, Debt Service Reserve Account and other reserves and the Retention Accounts (or any account in substitution thereof) that may be opened in terms hereof and of Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- A first charge on all intangible assets of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- Assignment by way of Security of:
 - All the right, title, interest benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
 - The light, title and interest of the Borrower in, to and under all the Clearances;
 - all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;
 - All the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and Insurance Proceeds;
- A first charge on Pledge of equity shares aggregating to 51% of paid up share capital of the Borrower held by the Promoter singly and/or jointly with the Associate of the Promoter, as the case may be, till the Final Settlement Date.

Phase I lenders

Subordinate Loan Facility

- A second mortgage and charge on all the Borrower's immovable properties including leasehold land, both present and future,
- A second charge by way of hypothecation of all the Borrower's tangible moveable assets, including but not limited to moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, stocks of raw materials, semi-finished, finished goods and consumable goods and all other movable assets, both present and future;
- A second charge on Borrower's Receivables;
- A second charge over all bank accounts of the Borrower, including without limitation, the escrow account(s) pursuant to the PPA(S), the Trust and Retention Account, Debt Service Reserve Account and other reserves and the Retention Accounts (or any account in substitution thereof) that may be opened in terms hereof and of Project Documents and in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited thereto;
- A second charge on all intangible assets of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future;
- Assignment by way of Security of:
 - All the right, title, interest benefits, claims and demands whatsoever of the Borrower in the Project Documents, duly acknowledged and consented to by the counter parties to the Project Documents as provided under such Project Documents, all as amended, varied or supplemented from time to time;
 - The light, title and interest of the Borrower in, to and under all the Clearances;
 - all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;

- All the right, title, interest, benefits, claims and demands whatsoever of the Borrower under all Insurance Contracts and Insurance Proceeds;
- A second charge on Pledge of equity shares aggregating to 51% of paid up share capital of the Borrower held by the Promoter singly and/or jointly with the Associate of the Promoter, as the case may be, till the Final Settlement Date.
- Irrevocable and unconditional corporate guarantee of the Promotor guaranteeing to meet the shortfall, if any, in resources of the borrower for the repayment of subordinate loans.