

Ref: MSR Mega Bio Power/7.50 MW/TSERC/2021-22

Date: 28th OCT, 2021.

To

The Commission Secretary (FAC)

Telangana State Electricity Regulatory Commission 5th Floor, Singareni Bhavan, Red Hills, Hyderabad - 500004

Sub: Submission of additional information pertaining to MSR Mega Bio Power Pvt Ltd 7.5 MW Industrial waste-based power plant located at Nidigonda (V), Raghunathapally (M), Warangal - Reg

Ref: (1) Our Letter Ref: MSR Mega Bio Power/7.50 MW/TSERC/2020-21 Dt:29.09.2021 (2) Our Letter Ref: MSR Mega Bio Power/7.50 MW/TSERC/2020-222 Dt:04.10.2021

Respected Sir,

Citing to the above subject and vide ref (1 & 2) above, We have submitted preliminary information pertaining to our company on 29.09.2021 & 04.10.2021. Further, we would like to inform you that, we have received e-mail from your good offices on 25.10.2021 to provide additional information pertaining to MSR Mega Bio Power Pvt Ltd 7.5 MW Industrial waste-based power plant located at Nidigonda (V), Raghunathapally (M), Warangal for determination of fixed cost tariff.

In this regard, we are herewith enclosing the additional information pertaining to MSR Mega Bio Power Pvt Ltd 7.5 MW for determination of fixed cost tariff.

We request your good offices to kindly do the further needful.

Thanking you,

Yours truly,

For MSR Mega Bio Power Private Limited,

Authorised Signatory

M/s MSR Mega Bio Power Pvt. Ltd. (MMBPPL)

Petition filed for determination of tariff for 7.5 MW Industrial Waste based

Power Plant

[O. P. No. 71 of 2018]

- MMBPPL to submit the copies of agreements entered for procurement of fuel for the useful life of 20 years. – We humbly submit that, we have not executed any agreement for procurement of fuel.
- 2. MMBPPL has submitted the copy of Techno Economic Viability Study. Para 1.0 of the said study states that Detailed Project Report (DPR) was prepared by M/s Tripureneni Gopichand & Co. MMBPPL to submit the copy of DPR. We humbly submit that, DPR was prepared during the tenure of the original promoters of the company when they had begun the project however, presently, they were unable to furnish the same. The present stake holders of the company had come into the company as a new management from 2015 onwards and unfortunately, we are not having the Detailed Project Report (DPR) prepared by M/s Tripureneni Gopichand & Co and the same was not available with us.
- 3. MMBPPL has submitted the copy of Techno Economic Viability Study. Para 3.3 of the said study lists the fiscal incentives by Govt. of India. In this regard:
 - a. MMBPPL to clarify if the fiscal incentives have been availed.
 - b. If availed, MMBPPL to quantify the incentive along with corresponding periods availed during which each of fiscal incentive has been availed.
 - c. If not availed, MMBPPL to submit the reasons for the same. **We humbly** submit that, we have not availed incentives from Govt. of India.
- 4. As per the Techno Economic Viability Study, the capacity utilisation factor of the project is 75% in 1st and 2nd years of operation, 80% in 3rd year, 85% in 4th year and 90% in the remaining years. Whereas, MMBPPL has considered the Plant Load Factor (PLF) of 80% for tariff computations. MMBPPL to submit the justification for considering PLF different from the Techno Economic Viability Study. We humbly submit that, we have considered PLF based on the CERC regulation 2016.
- 5. MMBPPL to submit the copies of term loan agreements. **Enclosed.**

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Serial No: 5.224

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Denomination: 100

Purchased By: N.VIJAY,

S/D.NARAYANA R/O. HYDERABAD.

Får Whom PRIDHY ASSET RECONSTRUCTION

SECURITISATION COMPANY LTD

Ex. Officio Stamp Vendor SRO Sellingampalli

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (hereinafter referred to as this "Agreement") made at Hyderabad on this 30th day of March, 2015:

BETWEEN

State Bank of Hyderabad, a statutory corporation constituted by and under the State Bank of Hyderabad Act, 1956 and with head office at Gunfoundry, Hyderabad-500 001 and having one of its branches at MSME Branch, Shiva Nagar, Warangal, represented by Sri KSST Venkateswar Rao, Assistant General Manager, Region I, Warangal (hereinafter referred to as the "Assignor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the FIRST PART;

FOR : STATE BANK OF HYDERABAD. कुते स्टेट वैंक अफ र्रेटशबाद

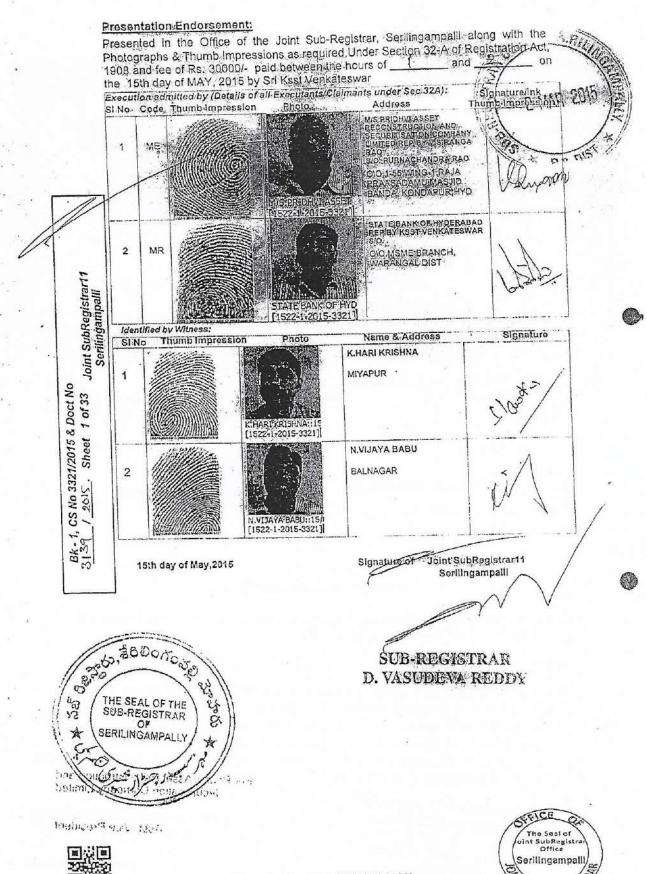
> ASST GENERAL REGION-1 WARANGAL ZONE थेत्र -१ वर्षमल अंचल

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyi Asset Reconstruction and Securitisation Company Limited

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M/s. Pridhvi Asset Reconstruction and Securitisation Company Limited, a company incorporated under the Companies Act, 1956 and registered as a securitisation and asset reconstruction company pursuant to Section 3 of the SARFAESI (as hereinafter defined), having its registered and corporate office at D. No. 1-55, 4th Floor, Wing-I, Raja Praasadamu, Masjid Banda Road, Kondapur, Hyderabad - 500 084 represented by Mr. V.S.Ranga Rao acting in its capacity as trustee of the PARAS-SBH 2015-035 TRUST for the benefit of the holders of Security Receipts issued by the trustee thereunder (hereinafter referred to as the "Assignee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

The Assignor and the Assignee are hereinafter individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS:

- A. The Assignee is a securitisation and asset reconstruction company, registered as such, pursuant to Section 3 of the SARFAESI, also acting in its capacity as trustee of the PARAS-SBH 2015-035 TRUST, declared pursuant to the trust deed dated 14.03.2015 executed by the Assignee (such deed hereinafter referred to as the "Trust Deed"), for the benefit of the holders of the Security Receipts issued by the trustee thereunder.
- B. The Assignor has, under certain Financing Documents entered into between the Assignor and the Borrowers named therein, extended from time to time, certain Financial Assistance to the respective Borrowers.
- C. The Assignor is desirous of assigning to the Assignee, the Loans, disbursed under the aforesaid Financing Documents together with all its rights, title and interest in the Financing Documents and any underlying Security Interests, pledges and/or guarantees in respect of such Loans. Further, the Assignee on the basis of the Due Diligence Exercise is desirous of acquiring/purchasing the Loans together with all the rights, title and interest of the Assignor in the Financing Documents and any underlying Security Interests, pledges and/or guarantees in respect of such Loans, upon the terms and subject to the conditions hereinafter mentioned and as envisaged under Section 5(1) (b) of the SARFAESI.
- D. The Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants, and principles relating to the assignment of the Loans and all the rights, title and interest under the Financing Documents and to the underlying Security Interests, pledges and / or guarantees in respect of such Loans by the Assignor to the Assignee.

NOW THEREFORE, in consideration of mutual promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

For: STATE BAM! OF HYDERABAD. क्षुते स्टेश्बिक् अम्म हिटराबाद

ASST GENERAL MANAGER REGION-1 WARANGAL ZONE

क्षेत्र -1 वर्षमल अंधल

For Pridhvi Asset Reconstruction and Securitisation Company Limited

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Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41of IS Act	Cash	Stamp Duty u/S 16 of IS act		500	Total
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Rs. 100000/- towards Stamp Duty Including T.D. under Section 41/of/LSLAct. 1899/and/Rs. 30000/-towards Registration Fees on the chargeable value of Rs. 387891000/- was paid by the party through DE No ,3476 dated ,14-MAY-15 of ,HDFC BANK/HYD

Joint SubRegistrar11 Serilingampälli

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Sheet 2 of 33

15th day of May, 2015

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Signature of Registering Officer Serilingampalli

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For Pridhvi Asset Reconstruction and Securitisation Company Limited

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

All words and expressions, not otherwise defined hereunder, shall, unless the context otherwise requires, have the same meaning given to them in the SARFAESI. In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out below:

- a) Amounts Due means all amounts due and payable by each of the Borrowers to the Assignor in respect of the Financial Assistance availed of, under the terms of its respective Financing Documents.
- b) Applicable Law means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, recovery certificate, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect in India as of the date of this Agreement or thereafter and in each case as amended from time to time.
- c) Borrower means Person(s) to whom a Financial Assistance has been extended by the Assignor under any of the Financing Documents as listed in Schedule - 1 & 1 A and includes any Person who has created any Security Interest and/or pledge to secure, including but not limited to mortgage of immovable properties as collateral securifies and/or a guarantee in respect of, the repayment of any Financial Assistance granted by the Assignor to a Borrower.
- d) Business Day means a day which is not:
- i. a public holiday under Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) as applicable at respective places; or
- ii. a Sunday; or
- iii. any other day when the clearing facility offered by the Reserve Bank of India is
- e) Collection and Payout Account means a bank account titled "PARAS-SBH 2015-035 Trust" opened and maintained by the Assignee at the bank notified by the Assignee to the Assignor for this purpose from time to time, in which all the Amounts recovered or received in respect of the Loans would be deposited.
- f) Consent means any consent, license, approval, registration, permit or other authorisation of any nature, if any required under Applicable Law to be granted by any Statutory Authority:

FOR: STATE BANK OF HYDERABAD. क्यूते स्टेट बैंक आफ हिदराबाद

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For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

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- i. for the incorporation of the Assignor or the Assignee and fulfilling their respective obligations under this Agreement and the Transaction Documents;
- ii. for the enforcement of this Agreement and any Transaction Documents and the making of any payments contemplated thereunder; and
- iii. for all such other matters as may be necessary in connection with this Agreement and/or the Transaction Documents or the performance of any obligations under this Agreement and/or any Transaction Document.
- g) Cut-off Date means 26.02.2015, being the date with effect from which (including that day) all economic benefits pertaining to the Loans including all realisations and recoveries, if any made on and after said date shall be for the benefit of the Assignee and shall be passed on to the Assignee.
- h) Due Diligence Exercise means and include the inspection and verification carried out by the Assignee of the accounts, data room files and all other documents, letters, papers and writings including the Financing Documents, Loan and Transaction Documents made available by the Assigner in of and/or relating to the financial assets/Loans acquired herein by the Assignee to enable the Assignee to take a considered decision in respect of such acquisition.
- i) Financing Documents means all the agreements, deeds and/or documents, executed in favour of the Assignor and or entered into between the Assignor and any Borrower and/or any third parties, inter alia setting out the terms and conditions on which the Assignor has agreed to provide Financial Assistance to such Borrower, including any writings creating/evidencing a Security Interest, pledge and or guarantee in favour of the Assignor and any undertakings by any Person, on the basis of which the Assignor disbursed or made available such Financial Assistance, a list of which agreements, deeds and/or documents is more particularly set out in Schedules 1 & 1A annexed hereto. The description of the movable/ immovable properties over which Security Interests have been created in favour of the Assignors is also as set out in Schedule 3 annexed hereto.
- j) Loans means the aggregate of all Amounts Due and all other monies whatsoever stipulated in or payable, under the Financing Documents, by the Borrowers to the Assignor, including but not limited to past overdues, future payments, interest charges for delayed payments, indemnities and damages or other charges and/or all other monies, if any, to be received by the Assignor under the financing Documents, including the proceeds of any enforcement of the Financing documents or any Security Interests and/or pledge, created by any Borrower to secure the repayment of the Financial Assistance under the Financing Documents and/or any guarantee issued in relation thereto.

For : STATE BANK OF HYDERABAD. स्वते स्टेट पेक अर्थिक हिटराबाद

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REGION-1 WARANGAL ZONE
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For Rridhyi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

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Provided that it is hereby clarified that Amounts Due and all other monies stipulated in or payable, under the Financing Documents shall not include any undisbursed commitment by the Assignor to any of the Borrowers under the Financing Documents.

Provided further that any amount actually paid by the Borrower prior to the Cut-off date to the Assignor and acknowledged/accounted by the Assignor shall not be included as part of Loans.

- k) Person means any individual, partnership, limited liability partnership, joint venture, firm, corporation, company, association, trust, HUF or other enterprise (whether incorporated or not) or Government (central, state or otherwise), sovereign, or any agency, department, authority or political sub- division thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.
- Purchase Consideration means an amount of Rs. 19,00,00,000/- (Rupees Nineteen Crores Only), being the aggregate purchase consideration.
- m) SARFAESI means the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and includes any rules, regulations, directions or guidelines issued thereunder from time to time, as the same may be amended, substituted or re-enacted from time to time.
- n) Statutory Authority means any regulatory authority, or the Government of India, or any regional or municipal authority thereof, or other central, state or local Government or any legislature, ministry, department, commission, board, authority, instrumentality, agency, political sub-division, corporation or commission under the direct or indirect control of the Government of India, or any State Government or any political sub-division of either of them, or the Reserve Bank of India as to matters of policy or otherwise, owned or controlled by the Government of India or any State Government or any of their sub-divisions.
 - o) Transaction Documents means and includes without limitation, all agreements, instruments, undertakings, indentures, deeds, writings and other documents (whether financing, security or otherwise) executed or entered into, or to be executed or entered into, by the Assignor, the Assignee or any other Person in relation, or pertaining, to the transactions contemplated by or under this Agreement. When the term 'Transaction Document' is used with reference to the Assignor, the Assignee or any other Person, Document' is used with reference to the Assignor, the Assignee or such such term shall refer to a Transaction Document that the Assignor, the Assignee or such other Person, as the case may be, has furnished, or is party to.

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For Pridhvi Asset Reconstruction and Securitiention Company Limited

Asst. Vice President

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p) Trust Deed has the meaning given to such term in Recital (A).

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- a) words of any gender are deemed to include the other gender;
- b) words using the singular or plural number also include the plural or singular number, respectively;
- c) the terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- d) the terms "Section" "sub-section" and "Schedule" refer to a section, sub-section or schedule of this Agreement;
- e) headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- f) reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- g) any term or expression used, but not defined herein, shall-have the same meaning assigned thereto under Applicable Law;
- h) references to the word "include" or "including" shall be construed without limitation;
- each of the representations and warranties contained in Sections 4.1 and 5 hereof shall be separate and independent and shall not be limited by reference to any other Section or by anything in this Agreement; and
- j) the schedules annexed to this Agreement form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement.

For : STATE BANK OF HYDERABAD.

ASST GENERAL MANAGER सहयक महाप्रबंत्यक REGION-1 WARANGAL ZONE क्षेत्र -1 सर्टगल अंचल For Bridhyi Asset Reconstruction and Securitisa on Company Limited

Asst. Vice President

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For Pridhvi Asset Reconstruction and Securitisation Company Limited

N.R.K.Chandulal

Chief Manager & Authorised Officer

2. ASSIGNMENT OF LOANS

2.1. Assignment

- 2.1.1. The Parties hereto acknowledge that provisions of SARFAESI including but not limited to section 5(3) will be applicable thereto and the conditions precedent set forth in Clause 3 of this Agreement (Conditions Precedent) have been fulfilled or waived by the Assignee, as the case may be, and in consideration of the Assignee, paying the Purchase Consideration to the Assignor, and upon the terms and conditions set forth herein and in the relevant Transaction Documents, the Assignor as the true, legal and beneficial owner of the Loans, in the ordinary course of its business, hereby unconditionally and irrevocably sells, assigns, transfers and releases to and unto the Assignee all the Loans forever, pursuant to Section 5(1) (b) of the SARFAESI TO HOLD the same absolutely IN TRUST for the benefit of the holders of the Security Receipts issued by the Assignee pursuant to the PARAS-SBH 2015 -035 Trust, and the Trust Deed TO THE END AND INTENT THAT the Assignee shall hereafter be deemed to be the full and absolute legal owner, and the only person legally entitled to the Loans or any part thereof, free from any or all encumbrances, and to recover and receive all Amounts Due, including the right to file a suit or institute such other recovery proceedings and take such other action as may be required for the purpose of recovery of the Loans, in its own name and right and as an assignee, and not as a representative or agent of the Assignor and to exercise all other rights of the Assignor in relation thereto.
- 2.1.2. The Assignor hereby further assigns in favour of the Assignee, all its rights, title and interest in the Financing Documents, all agreements, deeds and documents related thereto and all collateral and underlying Security Interests and / or pledges created to secure, and/or guarantees issued in respect of, the repayment of the Loans, which the Assignor is entitled to. The Assignee shall have the right to enforce such Security Interests, pledges and / or guarantees and appropriate the amounts realized therefrom towards the repayment of the Loans and to exercise all other rights of the Assignor in relation to such Security Interests, pledges and / or guarantees. be transferred/ delivered or hold for shall transfer/deliver cause to OI. and on behalf of the Assignee, all such original documents, deeds and/or writings, including but not limited to the Financing Documents, and produce the same promptly upon any request by the Assignee.
- 2.1.3. The Assignor hereby agrees with the Assignee, that it shall execute all documents as may be necessary or required under Applicable Law for the purpose of perfecting the Assignee's right, title and interest in the Loans, the Financing Documents, and/or any underlying Security Interests, pledges and / or guarantees as the case may be, unto and to the use of the Assignee in the manner aforesaid, and do all acts, deeds and things as

FOR: STATE BANK OF HYDERABAD. कृते स्टेट केंक श्रीक दरावाद ASST GENERAL MANAGER

REGION-1 WARANGAL क्षेत्र न गर्तगल अधन For Pridhyl Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

N R K Chandulal

Chief Manager & Authorised Officer

may be necessary in this regard, at the cost of the Assignee.

- 2.1.4. Upon execution of these presents, the Purchase Consideration shall be paid by the Assignee to the Assignor by way of electronic funds transfer.
- 2.1.5. The Assignor shall, upon receipt of the Purchase Consideration, issue a receipt to the Assignee, duly acknowledging the payment of the Purchase Consideration. The payment of the Purchase Consideration to the Assignors shall constitute full, final and complete discharge of the obligation of the Assignee with respect to payment of consideration for the Loans and the Assignment stated herein taking effect. The Assignor hereby admits and acknowledges the sufficiency of the Purchase Consideration.

2.2. Further Actions

- 2.2.1. Any payment by the Borrower or on behalf of the Borrower in discharge of the Loans, to the Assignee, into the Collection and Payout Account or into the hands of the duly authorised agent of the Assignee, shall constitute a discharge of the obligations of the Borrower to the Assignor and the Assignee, to make such payments.
- 2.2.2. In the event that either the Assignor or Assignee receives payment from a Borrower in connection with the Financial Assistance availed by such Borrower from the Assignor (including, but not limited to, the Loans), without specific reference to the Financial Assistance in respect to which such payments relate, then the Assignor or the Assignee, as the case may be, shall ascertain from such Borrower, the specific Financial Assistance in respect of which such payment has been made by such Borrower.

Each of the Party hereby agrees that in the event that it receives any amounts pertaining to the Financial Assistance held by the other Party, or any part thereof, after the cut-off date pending execution of this Agreement, it shall hold such amounts, or part thereof, as the case may be, free of any set off or counterclaim, instrust for the benefit of the other Party and shall forthwith, upon receipt thereof, hand such amounts over to the other Party or its duly authorised agent.

- 2.2.3. Each of the Party hereby agrees that all payments that are required to be made by it to the other Party under this Agreement shall be made in full without exercising any right of set-off.
- 2.2.4. Save and except as provided for under this Agreement, the Assignor shall not have, and hereby irrevocably waives any separate claim against the Borrower, in respect of the Loans.

For : STATE BANK OF HYDERABAD.

ASST GENERAL MANAGER जड़वावा महाप्रवंत्यक REGION-1 WARANGAL ZONE क्षेत्र -1 वर्टगल अंचल For Pridhyl Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridity Asset Reconstruction and Securitisation Company Limited

N.R.K.Chandulal Chief Manager & Authorised Officer

- 2.2.5. The Assignor hereby undertakes that it shall, if so required by the Assignee and at the cost of Assignee, notify any or all the Borrowers, Guarantors, Advocates, other Lenders, Statutory Authorities, DRT/DRAT/High Court/BIFR/AAIFR, Official Liquidator, High Court/DRT Receiver, Insurance Company, Security Agency and any other entity related to the Borrower of the assignment of the Loans the underlying Security Interests, pledges and / or guarantees and all its right, title and interest in the Financing Documents to the Assignee.
- 2.2.6. In the event of delay on the part of a Party in making payments to the other Party as contemplated in this Agreement (including by way of indemnity), such Party shall without prejudice to the rights of the other Party under this Agreement pay the defaulted amounts together with simple interest thereon at the rate of 12 % per annum computed from the date on which such amounts become due and payable till the date of actual payment.

2.3. Assets Assigned.

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- 2.3.1. Nothing other than a "financial asset" as defined in the SARFAESI Act is acquired by the Assignee from the Assignor as per this Agreement.
- 2.3.2. The financial assets are assigned by the Assignor to the Assignee "as is where is", "as is what is" and "without recourse" basis.

.3. CONDITIONS PRECEDENT

Each Party shall have procured and handed over the following to the other Party, prior to the execution of this Agreement:

- a) Copies of the appropriate authorisations of the Party, approving the execution of this Agreement and the transactions contemplated hereunder and other relevant documents to be delivered/consideration to be paid by such Party; and
- b) Certificate from the Party certifying the names and signatures of the officers authorised on behalf of it to execute this Agreement and any other documents to be delivered by it hereunder.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

- 4.1. To the best of the Assignor's belief and knowledge, the Assignor hereby represents and warrants to the Assignee that, as on the date of this Agreement and with reference to the facts and circumstances then existing: -
- a) the Assignor is a bank/financial institution duly organised, validly existing and in good

FOR: STATE BANK OF HYDER AGENCIES ASST GENERAL MANAGER

ASST GENERAL INTERPRETARION STORE REGION-1 WARANGAL ZOME क्षेत्र -1 वर्षमान अंचल

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction on Securitisation Company Limited

N.R.K. Chandulal Chief Manage: & Authorised (standing under Applicable Law and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;

- b) the Assignor has full corporate power and authority to enter into this Agreement, the Financing Documents and the other Transaction Documents and to take any action and execute any documents required by the terms hereof and thereof respectively and that this Agreement, the Financing Documents and the other Transaction Documents entered into/to be entered into, as the case may be, have been duly authorised by all necessary corporate approvals, have been or will be, as the case may be, duly and validly executed and delivered by the Assignor, and, assuming due authorisation, execution and delivery by the Assignee, is or will be the legal, valid and binding obligation of the Assignor, enforceable in accordance with the terms hereof and thereof respectively; and that the executants of this Agreement, the Financing Documents and the other Transaction Documents, on behalf of the Assignor, have been duly empowered and authorised to execute the same and to perform all its obligations in accordance with the terms herein and therein;
- the Loans are Non-Performing Assets and have been duly and validly classified as such, in accordance with the guidelines issued by the Reserve Bank of India in this regard and all Applicable Law;
- d) no Consent, approval, order, registration or qualification of, or with, any court or Statutory Authority having jurisdiction over the Assignor, the absence of which, would adversely affect the legal and valid execution, delivery and performance by the Assignor of this Agreement or the documents and instruments contemplated hereby or the taking by the Assignor of any actions contemplated herein, is required;
- e) to the best of the knowledge of the Assignor, the Borrower is not entitled to claim a right of set off in respect of its Loans;
- f) no right of set off has been exercised by the Borrower in respect of its Loans, except as disclosed by the Assignor, in Schedule 2 (A);
- g) the ledger extracts setting out the details of the Loans, including the Amounts Due under the respective Financing Documents, which have been handed over to the Assignee by the Assignor and receipt of the same acknowledged by the Assignee, are true and correct in all respects and have been prepared in accordance with Applicable Law;
- h) all information set forth herein, or in the Financing Documents and the other Transaction Documents, pertaining to the Borrower is, to the best of the knowledge and belief of the Assignor, and pertaining to the Assignor is, true and correct in all respects, and all names, addresses, amounts, dates, signatures and other statements and facts contained in the Financing Documents and pertaining to the Borrowers are, to the best of the knowledge and belief of the Assignor, and pertaining to the Assignor are, genuine, true and correct in all respects;

For : STATE BANKOF HYDERABAD. स्कृते स्टेट वेंक आँफ स्ट्राबाट

> ASST GENERAL MANAGER सञ्चल महाप्रवेद्धाक REGION-1 WARANGAL ZONE क्षेत्र 1 बरंगल अंचल

For Pridhyl Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and * Securitisation Company Limited

N.R.K.Chandulal Chief Manager & Authorised Officer

- i) the Assignor has not rescheduled, amended, or granted any relief to the Borrower, regarding any of the payment terms of any of the Financing Documents, other than:
 - i.those that have been regularised by such Borrower subsequent to the grant of such relief;
 - ii. those that have been disclosed in Schedule 2 (B);
- j) each of the Loans has been provided by the Assignor in the ordinary course of its business and the Assignor confirms that cases classified as fraud do not form part of the Loans;
- k) none of the rights, title and interest of the Assignor in the Financing Documents, the Loans and/or any underlying Security Interest, pledge or guarantee has been sold, assigned or pledged to any Person and the Assignor has, good and marketable title to each of the Financing Documents, the Loans, and the underlying Security Interests, pledges and / or guarantees, free and clear of any encumbrance and the Assignor is the sole legal and full beneficial owner thereof and has full and absolute right to irrevocably and unconditionally sell, transfer and assign the Financing Documents, the Loans and the underlying Security Interests, pledges and / or guarantees to the Assignee;
- 1) the Assignor, in respect of the securities mentioned in Schedule 1 A and 3, has not released any Security Interest, pledge or guarantee in respect of the Loans before the date of this Agreement, except as disclosed by the Assignor, in Schedule 2 (C);
- m) to the best of the knowledge of the Assignor, no proceedings for winding up, bankruptcy or liquidation or restraint or attachment of any properties of the Borrower, or any action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or any proceedings hampering the right of the Assignor to enforce the Financing Documents or the underlying Security Interests, pledges and / or guarantees, including any proceedings before the Board of Industrial and Financial Reconstruction/ Appellate Authority for Industrial and Financial Reconstruction, have been filed by any Person, other than as disclosed by the Assignor to the Assignee, in Schedule 2 (D). The Assignor further represents that where any winding up, bankruptcy or liquidation proceedings have been initiated against any Borrower of which the Assignor has knowledge, and if:
 - i. the Assignor has opted to enforce its Security Interest, pledge and / or guarantee in relation to any Loan outside the winding up, the Assignor has taken all necessary actions for the preservation of such Security Interest and / or the underlying assets and for the recovery of the Loan, including appointment of a receiver, issuing of all necessary notices; or
 - ii. the Assignor has opted to relinquish its Security Interest, pledge and / or guarantee in relation to any Loan and prove for the claims in the winding up / liquidation proceedings, it has filed the claim for the same and taken all other necessary actions for the purpose of proving its claim in relation to the Loans and recovering all monies in relation For Pridhyl Asset Reconstruction and

FOI : STATE BANK कते स्टेट बैंक ASST GENER भ्रम्पक महास्वराक IN-1 WARANGAL ZONE

क्षेत्र -1 परंगल अंचल

REGION-1

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Asst. Vice President

Securitisation Company Limited

For Pridhvi Asset Reconstruction and Securitisation Company Limited

+ Man ... + A Authorized Officer

thereto;

- n) the terms and conditions contained in the Financing Documents correctly reflect the entire
 agreement between parties thereto and there are no other oral or written agreements or
 representations in connection therewith and each Borrower has, to the best of the
 knowledge, information and belief of the Assignor, entered into its Financing Documents of
 its own free will;
- o) to the best of the knowledge, information and belief of the Assignor, each of the Financing Document (including all documents creating any underlying Security Interests, pledges and / or guarantees) has been duly authorised, executed and delivered by the respective Borrower, complies with all Applicable Law and represents the legal, valid and binding irrevocable obligation of such Borrower, enforceable under all Applicable Laws against such Borrower in accordance with its terms (except to the extent that enforcement of remedies may be limited by applicable bankruptcy, insolvency or similar laws) and the executant of the Financing Documents on behalf of such Borrower, has been duly empowered and authorized to execute such Financing Documents and all other documents and to perform all the obligations of such Borrower, in accordance with the terms set out herein;
- p) no suits have been filed, or other proceedings initiated by the Assignor against the Borrower before any court, tribunal, Statutory Authority or regulatory body other than those disclosed by the Assignor to the Assignee, in Schedule 2 (E);
- q) no suits have been filed, or other proceedings initiated by the Borrower against the Assignor in respect of the Financing Documents before any court, tribunal, Statutory Authority or regulatory body other than those disclosed by the Assignor to the Assignee, in Schedule 2 (F);
- r) there are no agreements, deeds and/or documents other than those set out in Schedules

 1 & 1 A and Schedule-3 that would affect the ability of the Assignee to realise the Amounts Due in terms of the respective Financing Documents;
- s) the Financing Documents, in original, and all other related deeds and documents (including but not limited to any title deeds deposited by the Borrower in respect of the Loans disbursed under the relevant Financing Documents) have been furnished to the Assignee, and delivered, transferred to the Assignee or any agent of the Assignee or are being held to the order of the Assignee, as agreed by the Parties; and
- t) the Assignor has discharged all the costs including legal fees & expenses payable to advocates/ counsels appointed/ retained by the Assignor upto and including the Cut-off Date and on the date of this Assignment, if the Assignee so requests the Assignor will obtain and provide no objection of such advocates/ counsels to the Assignee in relinquishing such briefs.

For : STATE BANK OF HYDERABAD.

ASST GENERAL MANAGER सहयक महाग्रदंत्यक REGION-1 WARANGAL ZONE क्षेत्र -1 बर्टगल अंदान For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

No. R Chandulal Clief Manager & Authorised Officer

- If any of the above representations is found to be incorrect, a consequence of which materially and adversely affects the interest of the Assignee in the realisation Loan, such misrepresentation shall be rectified by the Assignor forthwith and in no event later than thirty (30) days from the date of receipt of notice by the Assignor from the Assignee, to the satisfaction of the Assignee, after a notice in respect of the breach is given to the Assignor by the Assignee.
- 4.3. All costs, charges and expenses, subject to the maximum limit of Purchase Consideration, incurred in connection with any rectification in accordance with Section 4.2 above, shall be borne by the Assignor.
- To the best of the knowledge and belief of the Assignor, the representations and warranties of the Assignor contained in this Agreement are true and correct as at the date hereof. The Assignor represents and confirms that the Assignor has disclosed all relevant information of which it has knowledge in relation to the loans acquired by the Assignee and the Assignee is given inspection of the accounts and all other documents, letters, papers and writings including the Financing Documents, Loan and Transaction Documents referred to herein to enable the Assignee to examine, conduct a proper Due Diligence Exercise.
- The Assignor shall not be responsible for breach of representations and warranties contained herein arising out of a fact which is already brought to the notice of the Assignee.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES

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The Assignee hereby represents and warrants to the Assignor that, as on the date of this Agreement and with reference to the facts and circumstances then existing:

- a) the Assignee is a limited liability company, duly organised, validly existing and in good standing under the laws of India, has obtained a certificate of registration as a securitisation and asset reconstruction company from the Reserve Bank of India, pursuant to Section 3 of the SARFAESI and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;
- b) the Assignee has full corporate power, authority and legal right to enter into this Agreement and the Transaction Documents and to take any action and execute any documents required by the lerms thereof and that this Agreement and the Transaction Documents have been duly authorised by all necessary corporate proceedings, have been duly and validly executed and delivered by the Assignee, and are the legal, valid and binding obligation of the Assignee, enforceable in accordance with the terms thereof; and For STATE BANK OF HYDERABAD.

 For STATE BANK OF HYDERABAD.

 For Pridhvi Asset Reconstruction and Securitisation Company Limited

paron Asst. Vice President

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> For Pridhy: Asset Reconstruction and Securitisation Company Limited

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that the executant of this Agreement and the Transaction Documents; on behalf of the Assignee, has been duly empowered and authorised to execute the same and to perform all its obligations in accordance with the terms herein and therein:

- c) no Consent, approval, order, registration or qualification of, or with any count or Statutory Authority having jurisdiction over the Assignee, the absence of which, would adversely affect the legal and valid execution, delivery and performance by the Assignee of this Agreement or the documents and instruments contemplated hereby or the taking by the Assignee of any actions contemplated herein, is required;
- d) neither the execution and delivery of this Agreement and the other Transaction Documents by the Assignee, nor the consummation of the transactions contemplated hereby or thereby, nor the fulfilment of, or compliance with, the terms and conditions of this Agreement and the other Transaction Documents, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or Statutory Authority, or any Applicable Law) or any covenant or agreement or instrument to which the Assignee is now a party, or by which the Assignee or any of the Assignee's property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of the Assignee's Certificate of Incorporation, Memorandum of Association or Articles of Association;
- e) the Assignee agrees that, on execution of this Agreement and upon receipt of the consideration by the Assignor, all rights of the Assignor in respect of the Transaction Documents and the Loans ceases and the entire credit risks associated with the Financing Documents shall stand transferred to the Assignee from the effective date of this Agreement;
- f) the Assignee has created the Trust mentioned in recital (A) following; all the rules, regulations, guidelines and the laws in force and the said Trust is validly existing and is managed by the Assignee as specified under the SARFAESI Act; and
- g) the Assignee confirms that it has been given inspection of the accounts and all other documents, letters, papers and writings including the Pinancing Documents, Loan and Transaction Documents referred to herein to enable the Assignee to examine, conduct a Due Diligence Exercise and the Assignee has accordingly examined and conducted Due Diligence Exercise and Loans/ Financial Assets are being purchased based on a considered decision by it without recourse to the Assignor.

ASSIGNOR'S COVENANTS

6.1. The Assignor hereby agrees and undertakes irrevocably and unconditionally that as on the date of this Agreement with reference to the facts and circumstances then existing:-

a) It shall execute, at the cost of the Assignee, such further documents, deeds and writings and to do such further agts, deeds or things as may be necessary or required (as per the For: STATE BANKOF HIDERABAD.

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ASST GENERAL MANAGER संस्थाल महामन्त्राक REGION-1 WARANGAL ZONE For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

N P 2 Thando'd Char fanar , it Authorised Officer Applicable Law) to carry out and complete the transactions contemplated herein, and in the Transaction Documents, including any actions that may need to be taken on account of any change in Applicable Law and filing of all requisite forms in this behalf; however, such costs shall relate only to the original documents and shall not include the expenses to be incurred by the employees of the Assignor Bank in relation to the transaction;

- b) it shall, at the cost of the Assignee, reasonably co-operate with the Assignee in any legal proceedings that may be necessary or incidental to the enforcement of the Loans or the underlying Security Interests, pledges and / or guarantees and will cooperate in any recovery proceedings with the Assignee through courts or otherwise;
- c) it shall make available to the Assignee, on request, all evidence (if any available, under the control and possession of the Assigner) required by the Assignee in any proceedings and render all assistance as the Assignee may reasonably require, provided that the Assignee shall reimburse the Assignor, at actuals, all costs incurred by it in this regard;
- d) it shall, upon the receipt of any payments from any Borrower with respect to the Loans assigned, as specifically indicated by such Borrower, by way of a negotiable instrument, forthwith, endorse such negotiable instrument in favour of the Assignee and hand the same over to the Assignee; and
- e) it shall, as soon as it is aware, inform the Assignee of any breach of any of the representations or warranties contained in this Agreement.
- 6.2. The Assignee shall have the sole right of collecting any monies pertaining to the Loans, including the Amounts Due, enforcing the underlying Security Interests, pledges and / or guarantees and enforcing payment of all the Loans, in whatever manner it may consider necessary and prudent, in its absolute discretion.

7. INDEMNITIES

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7.1. The Assignor shall, within thirty (30) days from the receipt of notice thereof from Assignee, indemnify and save harmless the Assignee, its successors and assigns, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including any stamp duty, attorney's fees and court costs and any expenses incurred by the Assignee for the enforcement of this Section), which the Assignee shall suffer as a result of:

a) any breach of the Assignor's warranties, representations, covenants, undertakings or agreement contained herein;

For: STATE PANK OF H DEPABAD. स्ट्रिते स्टेट शिंक ऑफ हिटसाबाद

> ASST GENERAL MANAGER स्ट्रिश्यक महाप्रसंद्रक REGION-1 WARANGAL ZONE क्षेत्र -1 बर्टमल असल

For Pridhyl Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyl Asset Reconstruction and Ser of the Country Countr

- b) any failure on the part of the Assignor to observe or perform, in any respect, any covenant or obligation or undertaking (other than payment delay and/or default) under this Agreement or the Transaction Documents executed by it; or
- c) any claim made by the Borrower (for the purposes of this Section, referred to as a "Claim") pursuant to which a court has passed an order and/or decree against the Assignee on account of any action or omission of the Assignor prior to the Cut-off Date in relation to the relevant Loans and/or such Borrower, including in relation to any undisbursed commitment of the Assignor under the Financing Documents.

Provided that the liability of the Assignor under (a) and (b) above shall not exceed the Purchase Consideration.

Provided further the Assignee shall notify the Assignor of any Claims, within thirty (30) days of such Claim being made against the Assignee, providing full details (together with copies of all documents if any served on the Assignee). Upon such notification, the Assignor shall have the right, at its own cost, to assume the defense of such Claim and the Assignee will, at the cost of the Assignor, defend and/or take such action as the Assignor reasonably requires for this purpose.

Provided also that the Assignor shall not be liable to indemnify the Assignee for breach of any warranties, representations, covenants, undertakings or agreement herein contained in respect of any matter which was disclosed by the Assignor as specifically furnished in Schedule 2 (A) to (F).

8. EXCLUSION OF LIABILITY

To the extent permitted by Applicable Law, the Assignee does not by virtue of entering into or carrying out the terms of this Agreement or purchasing the Loans assume any of the financial or pecuniary obligations of the Assignor under any of the Financing Documents. Any such obligations, duties, warranties, indemnities and liabilities of the Assignor, if any under the Financing Documents shall be the sole responsibility of the Assignor.

EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective from the day, month and year first hereinabove written.

For : STATE BANK OF HYDERABAD.

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For Pridhyl Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

N.R.K.Chandulal Chief Manager & Authorised Officer

9. MISCELLANEOUS

9.1. Notices:

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail, postage prepaid, as follows:

To:

Assignor

State Bank of Hyderabad

Head Office

Gunfoundry, Hyderabad

Attention:

Assistant General Manager

Fax

Deputy General Manager,

To:

Assignee

Pridhvi Asset Reconstruction and Securitisation Company Limited,

as Trustee for the PARAS-SBH 2015-035 Trust

D. No. 1-55, 4th Floor, Wing - I, Raja Praasadamu, Masjid Banda Road, Kondapur, Hyderabad - 500 084.

Attention:

Asst. Vice President 040-41413301

Fax

All the notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 10.1 (Notices) will (a) if delivered personally or by courier, be deemed given upon delivery; (b) if delivered by fax transmission, be deemed given when electronically confirmed; and (c) if sent by registered mail, be deemed given three (3) days after the same has been sent. Any Party may from time to time change its address for the purpose of notices to that Party by giving a similar notice specifying a new address.

9.2. Entire Agreement

This Agreement supersedes all discussions and agreements (whether oral or written, including all correspondence) prior to the date of this Agreement among the Parties with respect to the subject matter of this Agreement.

9.3. Waiver

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. No failure or delay on the part of either Party in exercising

For: STATE BANK OF YDERA D.

ASST GENERAL MANAGER सहयक महाप्रदेशक REGION-1 WARANGAL ZONF क्षेत्र -1 वर्षमल अंचल For Pridhyl Asset Reconstruction and Securitishing Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction as 1 Securitisation Company Limited

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any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Such waiver must be in writing and must be executed by an authorised officer of such Party.

A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

9.4. Amendment

This Agreement may only be modified or amended in writing, duly executed by or on behalf of each of the Parties.

9.5. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under Applicable Law, and if the rights or obligations under this Agreement of the Parties will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

9.6. Governing Law

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

9.7. Arbitration

- 9.7.1. The Assignor and Assignee hereby agree that they shall work together to resolve any disputes that may arise under this Agreement.
- 9.7.2. In the event that disputes do arise under this Agreement, which the Parties are unable to settle amicably, the dispute shall be settled by arbitration pursuant to the Arbitration and Conciliation Act, 1996.
- 9.7.3. The place of arbitration shall be Hyderabad and the language of the arbitration shall be English.
- 9.7.4. The Parties shall jointly appoint a sole arbitrator. If the Parties do not agree on a sole arbitrator within thirty (30) days of the date of service of notice of arbitration by the Party initiating arbitration, an arbitral tribunal of three arbitrators shall be formed as mentioned herein. The Parties shall each appoint one arbitrator. The two arbitrators so

FOR: STATE BANK OF HYDERABAD. कुते स्टेट बैक आँफ हैर्वेदाबाद

> ASST GENERAL सहयक महाप्रवेश्यक REGION-1 WARANGAL ZONE

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For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

andy N.R.K.Chandulal

Chief Manager & Authorised Office :

appointed shall appoint a third arbitrator who shall be the chairman of the arbitral tribunal. If they are unable to agree on the appointment of the third arbitrator, the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

9.8. Supremacy

In case there is any inconsistency between these presents and the other Transaction Documents, this Agreement shall prevail.

9.9. Payment

For the purpose of this Agreement, any payment shall be deemed to have been received by the Assignee the day on which the Collection and Payout Account is credited.

9.10. Mode of Payment

All monies, which the Assignee is entitled to receive under or in accordance with this Agreement, shall be paid by cheque, draft, or pay order drawn on a scheduled bank or by way of electronic funds transfer or mail transfer for crediting the Collection and Payout Account.

9.11. Future Third-party Receipts.

- 9.11.1. The Parties agree that the payments other than Loans, if any received after the Cut- off Date from any third parties or court, authority, liquidator, receiver, etc., in respect of the Loans or related to the Loans (Future Third-party Receipts) shall be entitled to the Party as stated in Schedules 1 & 1A.
- 9.11.2. If there is no specific mention of the party entitled for a Future Third-party Receipt as above in Schedules 1 & 1A, such payments shall be entitled to the Assignee provided there was a debit accounting entry pertains to the amount in question, in the account statement of the Loan assigned herein.

9.12. Performance

If by the terms of this Agreement, any act would be required to be performed on or within a period ending on a day, which is not a Business Day, then it shall be performed, on or by the immediately succeeding Business Day. Time is of the essence of the contract.

For : STATE BANK OF HYDERABAD.

ASST GENERAL MANAGER
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For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Limited

N.R.K.Chandulal Chief Manager & Authorised Officer

9.13. Acts to be performed by the Assignor upon intimation

Upon request of the Assignee, the Assigner shall do all such acts, deeds and things as may be required to further prefect the Assignee's right title and interest to the Loans and for such other matters as stated therein.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first hereinabove appearing

Signed and delivered by State Bank of Hyderabad, the within named ASSIGNOR by its

authorised representative

For: STATE PANK OF HYDERABA... कृते स्टेट बेंक् ऑफ हेदराबाद

ASST GENERAL MANAGER
REGION-1 WARANGAL ZONE

Authorised Signatorकात्र -1 वर्गल अंचल

Signed and delivered by Pridhvi Asset Reconstruction and Securitisation Company Limited, the within named ASSIGNEE, acting in its capacity as trustee of PARAS-SBH 2015-035 Trust by its authorised representative

> For Pridhyl Asset Reconstruction and Securitisation Company Limited

> > Asst. Vice President

Asst. Vice President

For Pridhvi Asset Reconstruction and ." Securitisation Company Limited

N.R.K.Chanduln! Chief Manager & Authorised Officer

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Schedule-1

(Rs. in Lakhs)

S. No	Facility	Limit	Principal Outstanding	Interest upto 24:03:2015	Total Outstanding Amount as on 24:03.2015
1	Term:Loan	2550:00	2530.55	1348.36	3878.91
Tot (A)	al Fund Based	2550:00	2530:55	1348.36	3878.91
2	Bank Guarantee		•	-	
The Police	al Non Fund sed (B)	-	T .	1	
Total (A+B) 2550.00		2530.55	1348.36	3878.9	

For : STATE BANK OF HYDERABAD. कृते स्टेट वैया आप हेदराबाद

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ASST GENERAL MANAGER
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REGION-1 GUIR SUM

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyl Asset Reconst.

Securitisation Company Limited

N.R.K.Chandulal

Chief Manager & Authorised Officer

SCHEDULE -1A (See clauses 1.1(i) & 10.11)

1. Being the details of the Financing Documents of M/s. MSR MegaBio Power Limited

. No	Details	
	Name/Details of the Borrower	 M/s MSR Mega Bio Power Ltd. Represented By; Sri Mechineni Sampath Rao S/o Ranga Rao, (Executive Director) H No. 2-2-534/1, Ramnagar ,Hanamkonda, Warangal-506001 Sri Mandala Srinivas Reddy S/o Ram Reddy, (Managing Director), H No. 11-23-1165, Telecom Colony, LB Nagar, Warangal-506002 Sri Gujja Suman Rao S/o Someshwar Rao, (Director) H No. 15-64, Wardhanapet(V) & (M), Warangal Dist. Smt Madishetty.Vasantha W/o Ashok, (Director) H No. 1-1-144, Amrutha Nilayam, Balasamudram, Hanamkonda, Warangal-506001
2	Details of Guarantor	Personal Guarantees Of: 1. Sri Mechineni Sampath Rao S/o Ranga Rao, (Executive Director) H No. 2-2-534/1, Ramnagar, Hanamkonda, Warangal-506001
		 Sri Mandala Srinivas Reddy S/o Ram Reddy, (Managing Director) H No. 11-23-1165, Telecom Colony, LB Nagar, Warangal-506002

For: STATE BANK OF HYDERAL कृते स्टेट बैक ऑफ हैदराबाद

ASST GENERAL MANAGER महायक महामुक्ताक REGION-1 WARANGAL 20NE क्षेत्र -1 बर्गान अंधल

For Pridhvi Asset Reconstruction and Securitifation Company Limited

Asst. Vice President

For Pridhyl Asset Recon unition and Securitisation Campany Limited and N.R.K.Chandulal Chief Manager & Authorised Officer

3. Sri Gujja Suman Rao S/o Someshwar Rao, (Director) H No. 15-64, Wardhanapet(V) & (M), Warangal Dist. 4. Smt Madishetty. Vasantha W/o Ashok, (Director) H No. 1-1-144, Amrutha Nilayam, Balasamudram, Hanamkonda, Warangal-506001 Third party Guarantee Of: Smt Mandala Puspalatha H No. 11-23-1165, Telecom Colony, LB Nagar, Warangal-506002 Smt Pechara Narmada H No. 1-7-941 Sahakar nagar, Warangal 3. Shri Gujja Someswara Rao H No. 15-64, Wardhanapet(V) & (M), Warangai Dist. Corporate Guarantee Of: 1. M/s Balaji Stake Rice Industries Factory Address Regd Office Sy No. 322/C 2-2-534/1 Hasanparthy(V&M) Ram Nagar Warangal Hanamkonda Warangal 2. M/s Balaji Stake Rice Industries Ltd Factory Address Regd Office Sy No. 321/BC 2-2-534/1 Hasanparthy(V) &(M) Ram Nagar Warangal Hanamkonda Warangal 62187920841 A/c. No. as per Assignor's 4 records

For: STATE BANK OF HYDERABALL AND RECEIVED A

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ASST GENERAL MANAGER ENGINE REGION-1 WARANGAL ZONE

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyi Asset Reconstruction and Securitisation Company Limited

N.R.R.Chandulal

	Outstanding Amount (Principal outstanding + Interest) as on 24.03.2015			
	No. 12 Feeling	Term Loan		
5	Nature of Credit Facility	Agreement of Loan for overall limit-FORM-C1		
7	Details of Documents	 Dt. 25/04/2011 Agreement of Hypothecation of Goods and Assets FORM C-2 Dt. 25/4/2011 Deed of guarantee for Overall Limit FORM-C4 Dt. 25/4/2011 Letter regarding the grant of Individual Limits Within the overall limits FORM-C-5 Dt. 25/4/2011 Memorandum of Deposit of Title Deeds for Creation of Mortgage Consent Letters for Giving guarantee from M/s Balaji Stake Rice Industries Ltd. Dt. 12/3/2011 Consent Letters for Giving guarantee from M/s Balaji Stake Rice Industries Dt. 12/3/2011 Memorandum of Deposit of title deeds dated for creation of mortgage dated 25.04.2011 Mortgage by deposit of title deeds dated 25.04.2011 Memorandum of entry dated 25.04.2011 Memorandum of entry dated 25.04.2011 Confirmation letter regarding deposit of title deeds dated 25.04.2011 		
8	Details of pending litigations	None as per our records		
9	Nature of Security	Primary Security:		
,	reduce of Socurity	Hypothecation of plant and Machinery EM of factory land and building		

For: STATE BANK OF HYDERAEAU. कृते स्टेट बेंग्रे अपिफ हेदस्ताद

ASST GENERAL MANAGER सहयक महाप्रवेह्यक REGION-1 WARANGAL ZONE क्षेत्र -1 वर्षणल अंचल

For Pridhy Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pricing Asset Reconstruction and Security at an Company Control N.R. Chandulal Chief Manager & Authorisod Office,

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		Collateral Security: EM of other immovable properties other than primary security
		(As fully described in Schedule-3)
10	Details of Secured Assets	As per Schedule-3
11	Details of Security Documents	Factory Land and Building 1. Regd Sale deed Bearing Number 5117/09 Dt. 08/09/2009 2. CC of Pahanies for the years 1994-95, 2001-02, 2007-08 and 2008-09 3. Regd Rectification Deed bearing no. 6028/10 Dt. 13/9/2010 4. Affidavit of M Srinivas Reddy Dt. 14/9/2010 5. Single Search Receipt No. 8080/10 Dt. 10/9/2010 6. Encumberance Certificate No. 1875/10 Dt. 10/9/2010 Collateral property No. 1 1. Regd Sale Deed bearing no. 4884/06 Dt. 25/05/2006 2. Regd sale deed bearing no. 143/53 Dt. 20/4/1953 3. Certificate of incorporation Dt. 09/11/1972 4. CC of Order in O.P No. 109/73 and 110/73 Dt. 03/085/1974 5. Regd Gift Settlement Deed bearing no. 773/02 Dt. 17/08/2012 6. Permission with Plan Dt. 22/07/2004 7. G.O.Ms No. 368 M.A Dt. 26/06/1998 8. Letter of MRO Hanamkonda Dt. 03/01/1996 9. Certificate and Property Tax Assessment Dt. 23/09/2010 10. Affidavit of M Pushpalatha Dt. 22/9/2010 11. Single Search Report No. 8391/10 12. EC No. 10684/10 13. EC No. 10685/10 Collateral Property No. 2 1. Regd Gift Settlement Deed bearing no. 4883/06 in 7200/10 Dt. 18/09/2010 2. Regd Sale Deed bearing no. 4883/06 in 7200/10 Dt. 18/09/2010 3. Regd Sale Deed bearing no. 143/53 20/4/1953 4. Certificate of incorporation Dt. 09/11/1972

FOY: STAYE BANK OF HYDERAFAD REGION 1 W

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridity Assa, Reconstruction and Securitisation Company Limited

N.R.K.Chandulal
Chief Manager & Authorised Office.

CC of Order in O.P No. 109/73 and 110/73 Dt. 03/085/1974

Regd Gift Settlement Deed bearing no. 773/02 Dt. 17/08/2012

7. Permission with Plan Dt. 22/07/2004 8. G.O.Ms-No 368 M. A. Dt. 26/06/1998 9. Letter of MRCA Janamkonda Dt. 03/01/1996

10. Cash Receipt Dt. 16/9/2010 11. Certificate and Property Tax Assessment Dt. 16/09/2010

12. Death Certificate Dt. 26/07/2010

Collateral Property No. 3 & 4

Regd Sale Deed Bearing No. 289/97 Dt. 30/01/1997

Regd Sale Deed Bearing No. 155/97 Dt. 20/01/1997

Gazette and RDO Proceedings Dt. 3. AP 16/04/1985

4. Regd Sale Deed Bearing No. 1769/88 Dt. 25/11/1988

Certificate Dt. 21/12/1999

6. Permission With Plan Dt. 07/04/2001

7. Affidavit of P Narmada Dt. 13/03/2008

8. Single Search Receipt No. 10695/10 Dt. 07/12/2010

9. Single Search Receipt No. 10694/10 Dt. 07/12/2010

10. EC No. 14343/10 Dt. 07/12/2010 11. EC No. 14342/10 Dt. 07/12/2010

Collateral Property No.5

1. Regd Sale Deed No. 2960/98 Dt. 08/09/1998

Regd Sale Deed No. 3330/95 Dt. 13/11/1995
 CC of Regd Sale Deed No. 287/61 Dt. 02/03/1961

4. EC No. 7543/09 Dt. 22/7/2009

5. Sworn Declaration Dt. 21/01/2008

Sworn Affidavit of Smt M Vasantha

Sakshi Paper Dt. 27/07/2009

Collateral property No. 6

1. Rytu Pass book No. 167544 Vide Patta no. 339(Unique No. 210212016 0994)

CC of Pahanies for the year 1995-96, 1998-99, 2002-03 and 2007-08

3. CC of Adangal pahanies for the year 2010-11

5.

EC No. 94/11 EC No. 109/11 EC No. 110/11

FOU: STATE BANK OF HYDERABAD बहुती स्टेट हैं के ऑफ ्यावाद ASST G t.J.

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For Pridhyl-Asset-Reconstruction and Securitisation Company Limited

Asst. Vice President

HOLDS TO THE VEHICLE Secur Charles N.R.K.Chandulal Chief Manager & Authorised Officer

		Collateral property No. 7& 8 1. Rytu Pass book No. 167545 Vide Patta no. 338(Unique No. 210212016 0993) 2. CC of Pahanies for the year 1995-96, 1998-99, 2002-03 and 2007-08 3. CC of Adangal pahanies for the year 2010-11 EC No. 90/11
12	Details of third party litigations as per the knowledge of the Assignor	None as per our record
13	Details Future Third-Party Receipts	
14	Party Entitled for Future Third-party Receipts	
15	CERSAI Details	1. 200010576721 2. 200010570038 3.200010566383 4. 200010571153
16	Remarks	-

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyi (set Reconstruction and Security etion Company Limited

N.R.K.Chandulal Chief Manager & Authorised Officer

SCHEDULE - 2

1. M/S. MSR Mega Bio Power Limited [See clauses 4.1 (g), (j), (m), (n) (q) & (r)]

A. Details of Loans/Borrowers wherein set-off has been exercised (See Section 4.1 (g) of the Agreement)

NA

B. Details of Loans/ Borrowers wherein any reschedule or any other relief are granted (See Section 4.1 (j) (ii) of the Agreement).

Nil

C. Details of Loans/ Borrowers wherein any Security Interest, pledge, guarantee, etc., are already released. (See Section 4.1 (m) of the Agreement).

Nil

D. Details of Loans/ Borrowers wherein any proceedings for winding up, bankruptcy or liquidation or restraint or attachment of any properties of any Borrower, or any action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or any proceedings hampering the right of the Assignor to enforce the Financing Documents or the underlying Security Interests, pledges and / or guarantees, including any proceedings before the Board of Industrial and Financial Reconstruction/ Appellate Authority for Industrial and Financial Reconstruction are pending (See Section 4.1 (n) of the Agreement).

Nil

E. Details of Loans/ Borrowers wherein any suits have been filed, or other proceedings initiated by the Assignor against the Borrower before any court, tribunal, Statutory Authority or regulatory body (See Section 4.1 (q) of the Agreement).

Nil

F. Details of Loans/ Borrowers wherein any suits have been filed, or other proceedings initiated by the Borrower against the Assignor, in respect of the Financing Documents before any court, tribunal, Statutory Authority or regulatory body (See Section 4.1 (r) of the Agreement).

SA No. 27/2015 in DRT, Hyderabad

FOR: STATE BANK OF HYDERABAD

ASST GENERAL MANACER

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridres Asset Reconstruction and Securitisation Segments and

N.R.K.Chandulai Chief Manager & Authorised Officer

SCHEDULE - 3

J.3.

 Details of the Security mortgaged/ hypothecated to the Bank of M/S. MSR Mega Bio Power Limited

Primary Security:

- Hypothecation of Plant and Machinery standing in the name of M/s MSR Mega Bio Power Limited situated at Sy No. 177/C, 178/A, 178/A/1, 177/D, 179/A Nidigonda (V) Raghunathpally (M) Warangal Dist.
- EM of Factory Land and Building admeasuring Ac 12.00 standing in the names of M/s M.S.R Mega Bio Power Limited situated at Sy No. 177/C, 178/A, 178/A/1, 177/D, 179/A Nidigonda (V) Raghunathpally (M) Warangal Dist, within the jurisdiction of District Registrar Warangal and Sub-Registrar, Janagaon and within the following Boundaries:

North: Agrl Land of M.Srinivas Reddy

South: Agrl Land of Bandi Komuraiah & Bandi Bhadraiah

East: Way

West: Agrl land of M.Srinivas Reddy

(Sale Deed No. 5117/2009 dated 08.09.2010 ,Rec Deed: 6028/2010 dated 13.09.2010)

Collateral Security:

1

1. Property Belonging to Smt. Mandala Pushpalatha:

Commercial Property admeasuring 2096 Sq Ft. with undivided share of 130 Sq. yds situated at Shop No. A-1, Ground Floor, Central Shopping Mall, H. No. 6-1-225 Sy No. 1147, Lashkar Bazaar Hanamkonda ,Warangal Dist and within the limits of Warangal Municipal Corporation and also within the jurisdiction of District Registrar and Joint Sub Registrar, Warangal (Urban) and it is bounded as follows:

East: Open to Sky West: Open Lobby North: Corridor South: Shop No. A-2

(Sale Deed No. 4884/2006 dated 25.05.2006)

FOR: STATE BANK OF HYDERABAD

ASST GENERAL MANAGER REGION-1 WARANGA, ZUNE NET-1 WARANGA, ZUNE NET-1 WARANGA For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst Vice Provident
For Pridhyl Asset Reconstruction and
Securitisation Company Limited

N R K Chandulal Chief Mahayer & Authorised Officer

2. Property Belonging to Shri Mandala Srinivas Reddy:

All the commercial shop No.C1 admeasuring 2183.50 Sft together with an undivided share of 130 Sq. Yds in 2nd Floor of "Central Shopping Mall" Commercial Shopping Complex MPL No. 6-1-225, Sy No. 1147 situated at Lashkar Bazaar Hanamkonda, Warangal City & District and within the limits of Warangal Municipal Corporation and also within the jurisdiction of District Registrar and Joint Sub Registrar, Warangal (Urban) and it is bounded as follows:

East: Open to Sky West: Corridor North: Corridor

South: Shop No. C-2 and Open to Sky

(Sale Deed No. 7200/2010 dated 18.09.2010)

3. Property Belonging to Smt. Pechara Narmada:

All the Residential plot admeasuring 247 along with building constructed thereon situated at Plot No. 91, H No. 1-9-1141 Sy No. 1000, Sahakar Nagar, Hanamkonda, Warangal Dist and also within the jurisdiction of District Registrar and Joint Sub Registrar, Warangal and it is bounded as follows:

East: Plot No.106 West: 33' Road North: Plot No.92 South: Plot No.90

(Sale Deed No. 155/1997 dated 20.01.1997)

4. Property Belonging to Smt. Pechara Narmada:

All the Residential plot admeasuring 247 along with building constructed thereon situated at Plot No. 92, H No. 1-9-1141 Sy No. 1000, Sahakar Nagar Hanamkonda, Warangal Dist and also within the jurisdiction of District Registrar and Joint Sub Registrar, Warangal and it is bounded as follows:

East: Plot of Narsaiah West: 33' Road

North: Plot No.93 belongs to K.Sarojini

South: Plot No.91

(Sale Deed No. 287/1997 dated 30.01.1997)

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For Pridhyl Asset-Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Security ation Company England

N.R.K.Chandulal Chief Manager & Authorised Officer

5. Property belonging to Madishetti Vasantha

Open Plot Dist admeasuring 500.55 Sq Yards situated at MPL No. 1-7-65 (New), 1-685-1 (Old) Sy No. 1005, Hunter Road (Subedari), Hanamkonda (V) and Mandal, Warangal District and also within the jurisdiction of District Registrar and Joint Sub Registrar, Warangal and it is bounded as follows:

East: 15" wide Road

West: Plot of Bilgeez Begum North: House of Abdida Jahan

South: Road

(Sale Deed No. 2960/1998 dated 08.09.1998)

Agricultural Land admeasuring Ac 3.18 Guntas situated at Sy No. 340, 341, and 342
Wardhanapet Village, Wardhannapet-Annaram Road, Warangal Dist standing in the
name of Shri Gujja Suman Rao

Boundaries:

North: Annaram Road

South: Land of Ramadugu Rammanohar Rao

East: Land of G.Kamalakar Rao & G.Venkateswara Rao

West: Land of G. Venkateswara Rao

(Pattadar Passbook No.167544)

Agricultural Land admeasuring Ac 6.27 Guntas at Sy No. 320, 326, 327/B, 328/A1, 337, 338, 347/A1 Wardhannapet Village, Wardhannapet-Annaram Road, Warangal Dist standing in the name of Shri Gujja Someswar Rao

Boundaries:

North: Annaram Road

South: Land of Ramadugu Rammanohar Rao

East: Land of G.Kamalakar Rao & G.Venkateswara Rao

West: Land of G. Venkateswara Rao

(Pattadar Passbook No.167545)

For: STATE BANK OF HYDERADAD

ASST GENERAL MANAGEA
FREGION 1 WARANGAL ZONG
STR. 1 REAR SERT

For Pridhvi Asset Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhyl Asset Reconstruction and Securitisation Company Limited

N.R.K.Chandulal
Chief Manager & Authorised Officer

8. Agricultural Land admeasuring Ac 4.26 Guntas at Sy No. 669 Wardhannapet Village, Beside Venkateswara Residential School, Hanamkonda-Khammam Road, Warangal Dist standing in the name of Shri Gujja Someswar Rao

Boundaries:

North: Venkateswara Ashrama Patashala

South: Land of Venkateswara Rao

East: Hanamkonda to Khammam Main Road

West: Land of Vantala Venkata Rama Narsimha Reddy

FOF : STATE BANK OF HYDERABAD कुते हरेट वैसे ऑफ इंटरावाट

ASST GENERAL MANAGER

REGION-1 WARANAT ZONE.

For Pridhyl Assat Reconstruction and Securitisation Company Limited

Asst. Vice President

For Pridhvi Asset Reconstruction and Securitisation Company Lumind

N.R.K.Chandulat
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Chief Manager & Authorised Officer