

105 79A 4-5



उत्तर प्रदेश UTTAR PRADESH

DL 291637

This Stamp paper forms an integral part of  
 the DEED OF GUARANTEE executed at Noida  
 this the 29<sup>th</sup> day of April 2017, between  
 Inox Wind Ltd. and yes Bank Ltd.

For Inox Wind Limited

*(Signature)*  
 Authorized Signatory

CERTIFIED TRUE AND UPDATED COPY

*(Signature)*  
 S600011417  
 26/9/22





उत्तर प्रदेश UTTAR PRADESH

DL 291636

This stamp paper forms an integral part of the DEED OF GUARANTEE executed at Noida this the 29<sup>th</sup> day of April 2017, between Inon Wind Ltd. and yes Bank Ltd.

For Inon Wind Limited

Authorized Signatory

CERTIFIED TRUE AND UPDATED COPY

7141100295

26/9/22





उत्तर प्रदेश UTTAR PRADESH

DL 291638

This stamp paper forms an integral part of the Deed of GUARANTEE at Noida this the 29<sup>th</sup> day of April 2017, between Inox Wind Ltd. and yes Bank Ltd.

For Inox Wind Limited  
*Uphamoney*  
Authorized Signatory

For Inox Wind Limited

*Uphamoney*  
Authorized Signatory

CERTIFIED TRUE AND UPDATED COPY

*Smruti Bhatnagar*

Sb00011417

26/9/22



## DEED OF GUARANTEE

THIS DEED OF GUARANTEE (the "Deed"), which expression shall include the Schedules hereof and all amendments made from time to time, is executed at the day, month, year and place set out in Schedule II hereof by the Person(s) named in Schedule II hereof as the Guarantor(s).

### IN FAVOUR OF

The Person(s) set forth in Schedule II hereof as the **Beneficiary**;

### WHEREAS:

- (A) The Lender(s) has/have agreed to grant to the Borrower as specified in Schedule II hereto and the Borrower has agreed to avail/has availed from the Lender(s) the Facilities as detailed in Schedule II hereto on the terms and conditions contained in the Agreement as detailed in Schedule II hereof and other Transaction Documents.
- (B) One of the conditions of the Agreement is that, the payment, repayment or reimbursement, as the case may be, of the principal amounts of the Facilities, interest thereon, commission, premium on prepayment, all costs, charges and expenses or other monies owing by, and all other present and future obligations and liabilities of the Borrower to the Lender(s) under the Agreement, all costs, charges and expenses including but not limited to the costs, legal expenses and costs of preserving the Security and/or enforcement thereof, incurred by the Lender(s) under other Transaction Documents (hereinafter collectively referred to as "the Obligations") shall be, *inter alia*, secured by the guarantee of the Guarantor(s).
- (C) In pursuance of the above, the Beneficiary has called upon the Guarantor(s) and the Guarantor(s) have at the request of the Borrower agreed to issue a guarantee, being these presents, in favour of the Beneficiary for the benefit of the Secured Parties.

### NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor(s) hereby, absolutely, irrevocably and unconditionally guarantee(s) to and agree(s) with the Beneficiary as follows:

- 1) Unless the context requires otherwise, capitalised term used in this Deed shall have the following meaning:

"Business Day" shall mean a day other than a public holiday on which the branch of the Lender(s) specified in the Agreement is open for business;


"Facility Letter" shall mean the letter issued by the Lender(s)/Bank(s) to the Borrower in connection with the Facilities and shall include any amendments and variations in relation thereto.

"Government Authority" shall mean the government of India or the government of any other state of India or any ministry, department, local/statutory/regulatory authority, board, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Guarantor(s)) or commission under the direct or indirect control of the government of India or the government of any other state of India or any political subdivision of any of them or owned or controlled by the government of India or the government of any other state of India or any of their subdivisions, or any court, tribunal or judicial body within India;



CERTIFIED TRUE AND UPDATED COPY

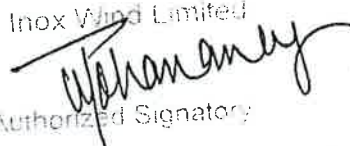
For Inox Wind Limited

L.  Page 1 of 15 Version 1.1



Sbe0011417

26/9/22

  
Authorized Signatory

"Law" shall mean and include all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government Authority, court, tribunal, board or recognized stock exchange;

"Lender(s)" or "Bank(s)" shall mean the banks and financial institutions who have agreed to grant the Facilities to the Borrower in accordance with the Facility Letter, Agreement and other Transaction Documents executed in relation thereto;

"Person" shall unless specifically provided otherwise, mean to include an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, 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 legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

"Secured Party" or "Secured Parties" shall mean the Lender(s).

"Security" shall mean various security interest created in favour the Lender(s)/ Person(s) authorized by the Lender(s) to secure the Facilities granted/agreed to be granted by the Lender(s);

"Transaction Documents" include this Deed, the Agreement, the Facility Letter and all other agreements, instruments, undertakings, indentures, deeds, writings, guarantees, letters of comfort and other documents (whether financing, security or otherwise) executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other Person, in relation, or pertaining, to the transactions contemplated by, or under this Deed and/or the other Transaction Document, and each such Transaction Document as amended from time to time.

2) In this Deed, unless the contrary intention appears

- (a) reference to an account includes a reference to any sub-account of that Account;
- (b) reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- (c) a reference to "assets" includes all properties whatsoever both present and future, (whether tangible, intangible fixed, current or otherwise) (including intellectual property rights), fixed, current, investments, cash-flows, revenues, rights, benefits, interests and title of every description;
- (d) a reference to "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- (e) a reference to "control" includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;
- (f) a reference to "encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever;
- (g) unless the context otherwise requires, the singular includes the plural and vice versa;
- (h) the words 'hereof', 'herein', and 'hereto' and words of similar import when used with reference to a specific Section in, or Schedule to, this Deed shall refer to such Section in, or Schedule to, this Deed, and when used otherwise than in connection with specific Sections or Schedules, shall refer to this Deed as a whole;
- (i) headings and the use of bold typeface shall be ignored in its construction;
- (j) a reference to a Section or Schedule IIs, unless indicated to the contrary, a reference to a section or schedule to this Deed;



CERTIFIED TRUE AND UPDATED COPY

Sanjay Kumar  
Sbe 00/1417  
28/9/22

For Inx... and Limited  
Authorized Signatory  
*[Signature]*

- (k) references to this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;
  - (l) All schedules and annexures to this Deed shall form an integral part of this Deed and reference to this Deed includes reference thereto.
  - (m) 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;
  - (n) references to the word "includes" or "including" are to be construed without limitation;
  - (o) references to a person shall include such person's successors and permitted assignees or transferees;
  - (p) 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;
  - (q) words importing a particular gender include all genders;
  - (r) 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;
  - (s) references to "Party" means a party to this Deed and references to "Parties" shall be construed accordingly;
  - (t) references to "indebtedness" means in relation to any Person, any indebtedness whatsoever of such Person at any time for or with respect to monies borrowed, contracted or raised (*whether or not for cash consideration*) or liabilities contracted by whatever means (*including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing*).
  - (u) references to any law shall include references to such law as it may, after the date of this Deed, from time to time be amended, supplemented or re-enacted;
  - (v) words and abbreviations, which have, well known technical or trade/commercial meanings are used in the Deed in accordance with such meanings;
  - (w) references to "day" means calendar day unless specifically provided to be a 'Business Day'.
  - (x) a reference to a "month" is a reference to a period starting on one day in a calendar month and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month
  - (y) any consent, approval, determination, waiver or finding to be given or made by the Beneficiary/Lender(s) shall be made or given by the Beneficiary/Lender(s) in their sole discretion;
  - (z) any reference to a consent, approval, determination, waiver or finding to be given or made by any of the Beneficiary/Lender(s) shall mean their prior written consent, approval, determination, waiver or finding;
  - (aa) any determination with respect to the materiality or reasonability of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Beneficiary/Lender(s) at its sole discretion; and
  - (bb) the rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 3) The Guarantor(s) hereby confirm(s) that a copy of the Agreement & Transaction Documents has/have been provided to the Guarantor(s) and the Guarantor(s) has/have read and understood the terms of the Agreement and Transaction Documents.



4)

In consideration of the Lender(s) granting/ agreeing to grant the Facilities to the Borrower, the Guarantor(s) has/have agreed to provide this guarantee in favor of the Beneficiary for securing the due and prompt repayment of the Obligations of the Borrower.

CERTIFIED TRUE AND UPDATED COPY

*Sanjay Bhat*

160011417

26/9/22

YES BANK Limited

*[Signature]*  
Authorized Signatory

- 5) In the event of any default on the part of the Borrower in payment/repayment of any of the monies in respect of the Obligations, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Agreement, the Guarantor(s) shall, upon demand, forthwith pay to the Beneficiary/Lender(s) without any demur or protest or reference to the Borrower or anyone else and without the right of any set off and/or deductions and/or adjustments of any kind whatsoever, all the amounts payable by the Borrower to the Lender(s) under the Transaction Documents. Any such demand made by the Beneficiary/Lender(s) on the Guarantor(s) shall be final, conclusive and binding notwithstanding any difference or any dispute between the Lender(s) and/or Beneficiary and/or the Borrower whether referred to arbitration or presented before any court, tribunal or any other authority. Any part enforcement of the guarantee shall not amount to discharge of the Guarantor(s) from their liability to make the entire payment, if asked upon to do so.
- 6) In the event of failure by the Guarantor(s) in making any such payment, the Guarantor(s) shall be liable to pay interest at the rate stipulated by the Lender(s) on the defaulted amounts till receipt of the said amounts by the Lender(s) to its satisfaction, without prejudice to and in addition to any other remedy that the Beneficiary/Lender(s) may have against the Guarantor(s).
- 7) The Guarantor(s) shall not be entitled to look into or consider any question or dispute which may arise between the Beneficiary/Lender(s) and the Borrower as to the repayment by the Borrower to the Lender(s) of any sum due and owing by the Borrower to the Lender(s).
- 8) The Guarantor's liability hereunder shall be irrevocable, continuing and joint and several with that of the Borrower.
- 9) The Beneficiary's rights against the Guarantor(s) shall remain in full force and effect notwithstanding any arrangement which may be reached between the Beneficiary/Lenders(s) and any other guarantor, if any, or notwithstanding the release of that other guarantor(s) liability and notwithstanding that any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Beneficiary/Lender(s).
- 10) The Beneficiary shall be at liberty to require the performance by the Guarantor(s) of its obligations hereunder to the same extent in all respects as if the Guarantor(s) had at all times been solely liable to perform the said obligations. The Guarantor(s) agree(s) that any admission or acknowledgement in writing (or through an electronic record) given or part payment made by the Borrower in respect of/towards repayment of the Obligations and their indebtedness or otherwise in relation to the Facilities and/or the subject matter of this Deed shall be binding upon the Guarantor(s) (including for the purpose of the (Indian) Limitation Act, 1963 or any other like enactment for the time being in force) and shall be treated as given on the Guarantor's behalf also and shall be binding and conclusive on and against the Guarantor(s). The Guarantor(s) hereby agree(s) and declare(s) that the Guarantor and/ or the Borrower or any Person signing (including by any electronic means) such admission, acknowledgement or promise to make payment on behalf of the Borrower or Guarantor(s) shall be deemed to be an authorised agent of the Guarantor(s) for the purpose of making such admission, acknowledgement or promise. This Deed shall be in full force even though the Borrower has not renewed the documents and even though the claim of the Beneficiary/Lender(s) for the amounts due from the Borrower gets time barred and the Beneficiary/Lender(s) cannot recover the same from the Borrower by filing a suit or any legal proceeding against the Borrower.

CERTIFIED TRUE AND UPDATED COPY

Sundar Buz  
Sbe0011417  
26/9/22



For Inco Bank Limited

*[Handwritten Signature]*  
Authorized Signatory

- 11) The Guarantor(s) shall also indemnify and keep the Beneficiary/Lender(s) indemnified against all losses, damages, costs, taxes, statutory levies, claims expenses and penalties of whatsoever nature, which the Beneficiary/Lender(s) may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower and/or the Guarantor(s) including legal proceedings taken against/by the Borrower and/or the Guarantor(s) for recovery of the monies in respect of the Obligations or the Transaction Documents.
- 12) This Deed shall not be determinable by the Guarantor(s) and shall continue to be valid until all monies hereby guaranteed are paid to the Beneficiary/Lender(s) in full to the satisfaction of the Beneficiary/Lender(s) and shall be binding on the successors, legal representatives, and permitted assigns of the Guarantor(s).
- 13) The Guarantor(s) hereby agree(s) that without the concurrence of and without providing any notice to the Guarantor(s), the Borrower and the Lender(s) shall be at liberty to vary, alter or modify the terms and conditions of the Transaction Documents and in particular to renew the Facilities, defer, postpone or revise the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower to the Lender(s) on such terms and conditions as may be considered necessary by the Lender(s), including any increase in the applicable rate of interest and/or commission. The Lender(s) shall also be at liberty to absolutely dispense with or release all or any of the Security created in favour of the Lender(s)/for the benefit of the Lender(s) to secure the Facilities. The Guarantor(s) agrees that its/their liability under this Deed shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of Security, and that no further consent of the Guarantor(s) is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of Security.
- 14) The Lender(s) shall have full liberty, without notice to the Guarantor and without in any way affecting this Deed, to exercise, at any time and in any manner, any power or powers of the Lender(s) under the Transaction Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other monies due to the Lender(s) from the Borrower or any of the remedies or Security available to the Lender(s), to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantor(s) shall not be released by the exercise by the Lender(s) of their liberty in regard to the matters referred to in this Clause or by any act or omission on the part of the Lender(s) or by any other matter or thing whatsoever which under applicable Law relating to sureties would, but for this provision have the effect of so releasing the Guarantor(s) AND the Guarantor(s) hereby waives in favour of the Beneficiary/Lender(s), so far as may be necessary to give effect to any of the provisions of this Deed, all the suretyship and other rights which the Guarantor(s) might otherwise be entitled to enforce. The Guarantor(s) also agree that they shall not be entitled to the benefit of subrogation vis-à-vis securities or otherwise until all Obligations have been fully paid/repaid to the satisfaction of the Lender(s).
- 15) Any monies received by the Beneficiary/Lender(s) which fail to be applied in or towards satisfaction of the amount to be paid on behalf of the Borrower by the Guarantor(s) may be placed to the credit of a suspense account with a view to preserving the right of the Lender(s) to prove for the whole of its claims against the Borrower or any other Person liable or may be applied in or towards satisfaction of those of such liabilities as the Lender(s) in its absolute discretion may from time to time conclusively determine.
- 16) This Deed shall be enforceable against the Guarantor(s), notwithstanding that any Security, comprised in Transaction Documents executed or procured by the Borrower in favour of the Lender(s)/for the benefit of the Lender(s), shall at the time when the proceedings are taken against the Guarantor(s) on this Deed, be outstanding or unrealised or lost.



CERTIFIED TRUE AND UPDATED COPY

Smiley RME  
sbe00/1417

26/9/22

For Intra Bank Limited

Authorized Signatory

*[Handwritten Signature]*



- 17) The Guarantor(s) hereby agrees and gives consent to the sale, mortgage on prior, *pari passu* or second charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Lender(s) or the transfer of any of the assets of the Borrower from one unit to the other or to the release or leasing out by the Lender(s) any or whole of the assets charged to the Lender(s) on such terms and conditions as the Lender(s) may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower. The Guarantor(s) hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease of any of such assets would be necessary in future.
- 18) The Guarantor(s) hereby agrees and declares that the Borrower shall be free to avail of further credit facilities from the Lender(s) or any other banks and financial institutions in addition to the Facilities and/or to secure the same during the subsistence of this Deed and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever, but will remain in full force and effect and binding on the Guarantor(s).
- 19) The rights of the Lender(s)/ Beneficiary against the Guarantor(s) shall remain in full force and effect notwithstanding any arrangement which may be reached between the Lender(s)/ Beneficiary and any one or more of the Guarantor(s) or other guarantor/s or any other Person, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other guarantor/s may cease for any reason whatsoever to be liable to the Lender(s)/ Beneficiary. The Lender(s)/ Beneficiary shall be at liberty to require the performance by the Guarantor(s) of its obligations hereunder to the same extent in all respects as if the Guarantor(s) had at all times been solely liable to perform the said obligations.
- 20) To give effect to this Deed, the Beneficiary may act as though the Guarantor(s) were the principal debtor to the Lender(s).
- 21) The Guarantor(s) hereby declares and agrees that they have not received and shall not, without the prior consent in writing of the Beneficiary/Lender(s) receive any security, brokerage, commission or fees from the Borrower for giving this guarantee.
- 22) The Guarantor(s) shall not in the event of the liquidation of the Borrower prove in competition with the Beneficiary/Lender(s) in the liquidation proceedings.
- 23) A certificate in writing signed by a duly authorised official of the Beneficiary/Lender(s) shall be conclusive evidence against the Guarantor(s) of the amount for the time being due to the Lender(s) from the Borrower in any action or proceeding brought on this Deed against the Guarantor(s).
- 24) The Beneficiary shall be entitled to make multiple demands under this Deed and this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Beneficiary/Lender(s) by the Borrower and shall be valid and binding on the Guarantor(s) and operative until repayment in full of all Obligations to the satisfaction of the Lender(s).
- 25) This Deed shall be irrevocable and the obligations of the Guarantor(s) hereunder shall not be conditional on the receipt of any prior notice by the Guarantor(s) or by the Borrower and the demand or notice by the Beneficiary, as provided in terms of this Deed shall be sufficient notice to or demand on the Guarantor(s).



CERTIFIED TRUE AND UPDATED COPY

*Smitraj R...*  
 Sbe0011417  
 26/9/22

For Inco...  
*[Signature]*  
 Authorized Signatory

- 26) The liability of the Guarantor(s) under this Deed shall not be affected by:
- (a) any change in the constitution or winding up of the Borrower and/or Beneficiary and/or Lender(s) and/or Guarantor(s) or any absorption, merger, demerger or amalgamation of the Borrower and/or Beneficiary and/or Lender(s) and/or Guarantor(s) with any other company, corporation or concern; or
  - (b) any change in the management of the Borrower and/or Guarantor(s) or takeover of the management of the Borrower and/or Guarantor(s) by any Government Authority; or
  - (c) acquisition or nationalization of the Borrower and/or Guarantor(s) and/or Beneficiary and/or Lender(s) and/or of any of its/their undertaking(s) pursuant to applicable Law; or
  - (d) the liquidation/bankruptcy/insolvency/death of the Guarantor(s);
  - (e) merely owing to any subsequent determination of illegality, invalidity or unenforceability of any deed, documents, demand promissory notes or agreements evidencing the debt, for any reason whatsoever including but not limited to the reason of change in law or regulations or violation of any applicable laws or occurrence of any force majeure events (including but not limited to any act of government or governmental/quasi-governmental sanctions, terrorist/extremist/anti national activities/war like situations/remittance restrictions/ act of god etc.) or any other circumstances which make the indebtedness unenforceable against the Borrower. The Guarantor shall remain obligated to pay under this Deed even if any other person, who is obligated to pay the debt, including the Borrower or principal/primary debtor, has been discharged under any law/regulations from its obligation for any reason whatsoever including but not limited to bankruptcy, etc.
- 27) The Guarantor hereby agrees that it shall not be necessary for the Beneficiary/Lender(s) to exhaust its rights or take any action against the Borrower before requiring the Guarantor to make payment under this Deed.
- 28) In addition to all liens upon, and rights of set off against the monies, securities or other property of Guarantor(s) given to the Lender(s)/ Beneficiary under applicable Law, the Beneficiary/Lender(s) shall have a lien upon and a right of set off against, all monies, securities and other property of the Guarantor(s) now or hereafter in the possession of or on deposit with the Beneficiary/Lender(s), whether held in a general or special account or deposit, or for safe keeping or otherwise, and every such lien and right of set off may be exercised without demand upon or notice to the Guarantor(s) in or towards satisfaction of any of the liabilities of the Borrower and/or Guarantor(s)/its group companies/ affiliates/ subsidiaries/ holding companies/ joint ventures/ partnerships/ such other co-ownership arrangement to the Lender(s) or in any other respect, whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising as a principal debtor and/or guarantor. No lien or right of set off shall be deemed to have been waived by any act or conduct on the part of the Beneficiary/Lender(s), or by any neglect to exercise such right of set off or to enforce such lien, or by any delay in so doing and every rights of set off and lien shall continue in full force and effect until such rights of set off or lien is specifically waived or released by an instrument in writing executed by Beneficiary/Lender(s).
- 29) All notices and other communications provided for hereunder shall be: (i) in writing (including facsimile and e-mail); or (ii) hand-delivered, sent through registered post with acknowledgement due, an overnight courier (if for inland delivery) or international courier (if for overseas delivery). The addresses (including the designated email ids/facsimile numbers) for service of notices are specified in Schedule II hereof. The Guarantor(s) shall inform the Beneficiary of any change in its/their details of communication as provided in the Schedule II hereto by not less than 5 (Five) Business Days prior written notice, failing which, the



CERTIFIED TRUE AND UPDATED COPY

Smiley Bhat  
SB20011417  
26/9/22

For Inex V. ...  
Authorized Signatory  
*[Signature]*

notice so sent as per the last address/details provided by the Guarantor(s) shall be deemed to properly served on them in terms of this Clause.

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) Business Day after its deposit with an overnight courier if for inland delivery; and (b) five (5) calendar days after its deposit with an international courier if for an overseas delivery; (iii) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; (iv) if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number); and (v) if sent by email, when sent. Provided however that any notice or communication to the Beneficiary/Lender(s) shall be effective only on actual receipt by the authorised Person of the Beneficiary/Lender(s) for whose attention the notice or communication has been expressly marked.

Notwithstanding anything to the contrary contained in any other agreement, the Guarantor(s) hereby request and authorize the Beneficiary to act and rely on any instructions or communications for any purpose which may from time to time be or purport to be given by faxes or any other form of electronic communication by the Guarantor(s) (including such instructions/communications as may be or purport to be given by those authorised by the Guarantor(s) to communicate with the Beneficiary). The Guarantor(s) understands and acknowledges that there are risks involved in sending the facsimile instructions to the Beneficiary via fax, or any other form of electronic communication and hereby agree that all such risks shall be fully borne by the Guarantor(s) and the Guarantor(s) assumes full responsibility for the same, and the Beneficiary shall not be liable for any losses or damages arising upon the Beneficiary acting, or the Beneficiary failure to act, wholly or in part in accordance with facsimile instructions. The Guarantor(s) shall indemnify the Beneficiary/Lender(s) and keep the Beneficiary/Lender(s) indemnified from and against all claims either by the Guarantor(s) or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) which may be brought or preferred against the Beneficiary/Lender(s) or that the Beneficiary/Lender(s) may suffer, incur or sustain by reason of or on account of the Beneficiary having so acted whether wrongly or mistakenly or not, or of the Beneficiary failing to act wholly or in part in accordance with the facsimile instructions and the terms of this Deed.

- 30) The Guarantor(s) hereby agrees and gives consent for the disclosure by the Beneficiary/Lender(s) of all or any such:
- (a) information and data relating to the Guarantor(s);
  - (b) the information on data relating to the Guarantor(s), obligation under this Deed; and
  - (c) default if any, committed by the Guarantor(s), in discharge of such obligation, as the Beneficiary/Lender(s) may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited (CIBIL) or any other agency authorised in this behalf by RBI.
- 31) The Guarantor(s) hereby declares that the information and data furnished by the Guarantor(s) to the Beneficiary is true and correct. The Guarantor(s) hereby confirms that in case the Guarantor(s) fails to make payment under this Deed and honor the terms of this Deed, the Guarantor(s) together with its/their directors/partners/proprietor/trustees, as the case may be, may be declared as 'willful defaulter' and/or 'non-cooperative' by the Lender(s) in accordance with the guidelines issued by the RBI, from time to time, and the Beneficiary/Lender(s) shall have an unqualified right to disclose or publish the details including the name, address & photographs of the Guarantor(s) and/or its directors/partners/ proprietor/ trustees as defaulters and/or non-cooperative in such manner and through such medium as the Beneficiary/ Lender(s) in their absolute discretion may deem fit.



CERTIFIED TRUE AND UPDATED COPY

Smita Bm  
5640011417  
25/9/22

For lack of...  
Authorized Signatory

*[Handwritten Signature]*  
Authorized Signatory

- 32) The Guarantor(s) undertakes that:
- (a) The CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Beneficiary/Lender(s) in the manner as deemed fit by them; and
  - (b) The CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- 33) The Guarantor(s) shall bear all taxes/duties/charges/stamp duties in relation to the transactions contemplated under this Deed.
- 34) The Guarantor(s) hereby declares that the assets of the Guarantor(s) as described in Annexure I hereto, save and except as specified therein, are free from encumbrances, charges, claims and demands, and owned and possessed by the Guarantor(s). The Guarantor(s) hereby undertakes to promptly inform the Beneficiary about any other assets acquired by the Guarantor(s) in future.
- 35) The Guarantor(s) does hereby further undertake not to sell, transfer, encumber charge, pledge, hypothecate, mortgage, or create any lien on all or any of the aforesaid assets, without the prior written permission of the Beneficiary/Lender(s).
- 36) The Guarantor(s) does hereby further undertake not to give any guarantees to secure the obligations of third parties without getting prior consent in writing from the Beneficiary/Lender(s).
- 37) The Guarantor(s) hereby represents and warrants, as far as applicable to the said Guarantor, that:
- (a) the Guarantor is validly existing under the Laws of India and has the full power, authority and legal right to own its assets and carry on its business;
  - (b) the Guarantor(s) and/or its assets is/are not engaged in or under threat of litigation nor is the Guarantor(s) in default in respect of any financial commitment which might in either case affect its ability to perform its obligations under this Deed;
  - (c) the Guarantor(s) shall deliver to the Beneficiary all of the documents and other evidence listed in and appearing in Schedule I hereunder (*Conditions Precedent Documents*) of the Deed prior to or at the time of execution of this Deed and shall, if required by the Beneficiary/Lender(s), provide a declaration confirming the same on oath;
  - (d) this Deed has been validly executed by the Guarantor(s) and constitutes legal, valid and binding obligations of the Guarantor(s) and the Guarantor(s) confirms and agrees that entering into this Deed and the acts done pursuant to entering into this Deed constitute private and commercial acts and that the Guarantor(s) will not claim any immunity for itself/its assets from suit, attachment or any other legal process in relation to the Deed;
  - (e) the execution and delivery by the Guarantor(s) of this Deed - i) will not contravene, in any material respect of, any provision of any applicable Law or any order, writ, injunction or decree of any court or Government Authority, (ii) will not conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of in each case in any material respect of, or constitute a default under, any other agreements, deed or any other contract or instrument to which the Guarantor(s) is a party, or (iii) will not violate any provisions of the memorandum and articles of association of the Guarantor(s);
  - (f) all amounts payable under this Deed will be made free and clear of any deduction/withholding for or in relation to any tax or levy, without any set off;
  - (g) the Guarantor has the capacity to sue and to be sued in its own name;



CERTIFIED TRUE AND UPDATED COPY

Sudhanshu Bhat  
Sbe00 11417  
26/9/22

For Inx [unclear]

Authorized Signatory

*[Handwritten Signature]*

- (h) the Guarantor has the power and capacity to execute and deliver this Deed and to perform its obligations under this Deed and the individual/s who have executed this Deed on behalf of the Guarantor are duly authorized to do so on behalf of the Guarantor;
  - (i) this Deed has been duly stamped in accordance with the relevant stamp law, and all duties or other similar taxes in connection therewith have been paid in full by the Guarantor;
  - (j) the Guarantor has obtained, or will obtain by the time such authorisation is required by applicable Law (or would be so required to enable it, fully to perform its obligations under this Deed), all necessary authorisations required under the applicable Laws:
    - (i) in connection with this Deed,
    - (ii) in connection with the execution and admissibility in evidence of this Deed, and
    - (iii) in connection with the payment of all sums due from it under this Deed;
  - (k) all information provided to the Beneficiary/Lender(s) in relation to the performance and execution of this Deed is true, complete and correct in all respects;
  - (l) the Guarantor will not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, to sell, lease, transfer or otherwise dispose of any asset due to which it is unable to perform its obligations under this Deed;
  - (m) there has occurred no adverse change in the Guarantor's business assets or condition (financial or otherwise) since the date of its latest audited accounts;
  - (n) no actions, proceedings or steps have been initiated in relation to: (i) the suspension of payments, a moratorium of any indebtedness, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Guarantor; (ii) a composition, compromise, assignment or arrangement with any creditor of the Guarantor; (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Guarantor or any of its assets; or (iv) enforcement of any security over any assets of the Guarantor, under any applicable bankruptcy, insolvency, winding up or other similar Law now or hereafter in effect and no analogous procedure or step has been taken in any jurisdiction;
  - (o) The execution of this Deed is not in contravention of Section 185 and/or Section 186 of the Companies Act, 2013 and the Facilities is/are being availed by the Borrower for its principal business activities; and
  - (p) The Guarantor(s) shall keep the Lender(s) informed of any event as a result of which any of the aforementioned representations and warranties may not be true and correct, and such information shall be provided to the Lender(s) within three (3) Business Days of the Guarantor(s) becoming aware of the occurrence of such event.
- 38) If for any reason whatever any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected in any manner.
- 39) Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable Law, or any terms and conditions to the contrary contained in the Transaction Documents and/or this Deed, the Beneficiary/Lender(s) may, at its absolute discretion, appropriate any payments made by the Borrower or Guarantor(s) and any amounts realised by the Beneficiary/Lender(s) by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Lender(s) under the Transaction Documents in any manner whatsoever. Notwithstanding any such appropriation by the Lender(s) towards settlement of any dues payable by the Borrower to the Lender(s) under any other agreements between the Borrower and the Lender(s), the Guarantor(s) shall continue to remain liable to the Lender(s) for all outstanding/remaining Obligations.



CERTIFIED TRUE AND UPDATED COPY

Sundip Bhat  
260011417  
26/9/22

For Inco... Limited  
Mohanani  
Authorized Signatory

- 40) The Beneficiary may, at any time, assign or transfer all or any of its rights and/or benefits under this Deed to any Person without any consent of or intimation to the Borrower(s) and/or Guarantor(s).
- 41) The agreement, obligations and liabilities of Guarantor(s) herein contained or implied are joint and several. Each of the Guarantor(s) agrees to be bound by this Deed notwithstanding that any others of the Guarantor(s) who have intended to sign or to be bound may not do so or be effectually bound and notwithstanding that this Deed may be determined or become invalid or unenforceable against any one or more of such Guarantor(s) whether or not the deficiency is known to the Beneficiary/Lender(s). The Beneficiary/Lender(s) may release any one or more of the Guarantor(s) from this Deed and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or more of the Guarantor(s) or any other Person, without prejudicing or affecting Beneficiary's rights and remedies against the others of the Guarantor(s).
- 42) The obligations of the Guarantors hereunder are joint and several *inter se* and independent of the obligations of the Borrower, and a separate action may be brought and prosecuted against the Guarantor(s) alone or jointly with the Borrower. The Guarantor(s) agrees that, should the Beneficiary deem it necessary to initiate an appropriate proceeding to enforce the Guarantor(s)'s obligations and liabilities under this Deed, the Beneficiary may commence such a civil action against any one or more Guarantor(s) without the necessity of first attempting to collect the Obligations from the Borrower or from any other Guarantor(s), whether through filing of suit or otherwise without impairing the rights of the Beneficiary against any other Guarantor(s) under this Deed.
- 43) The Guarantor(s) hereby agree that between the Beneficiary and the Guarantor(s), each of the Guarantor(s) is a principal debtor and the Guarantors hereby specifically waive all of their rights under sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
- 44) This Deed shall be governed by and construed in all respects in accordance with the Laws of India.
- 45) Subject to the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, the Guarantor(s) agrees that the courts as set out in Schedule II ("Relevant Courts") shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Deed may be brought in such courts or the tribunals and the Guarantor(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

The Guarantor(s) irrevocably waives any objection, now or in future, to the laying of the venue of any Proceedings in the Relevant Courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the Relevant Courts 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 Clause shall limit any right of the Beneficiary 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 Guarantor(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Guarantor(s) irrevocably waives any objection



CERTIFIED TRUE AND UPDATED COPY

Surendra Kumar  
CBE0011417  
26/9/22

For Inx Wind Limited:

Authorized Signatory

*Upharany*

it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

- 46) Any amendment to or waiver of or consent given under any provision of this Deed shall be in writing.
- 47) Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is, or becomes, invalid illegal or unenforceable in any respect under any Law or in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby. In the event that any of the terms or provisions of this Deed or portions or applications thereof, are held to be prohibited, unenforceable or invalid under any Law, a reasonable adjustment in such term or provision shall be made with a view towards effecting the purpose of such terms and provisions of this Deed, and the enforceability and validity of the remaining terms and provisions, or portions or applications thereof, shall not be affected thereby.
- 48) Any amendments/modifications to the clauses/ provisions of this Deed shall be carried out in Schedule II hereto. This Deed shall be read in accordance with the amendments/modifications highlighted in Schedule II hereto.

For Inox Wind Limited  
Authorized Signatory  
*[Signature]*

For Inox Wind Limited  
Authorized Signatory  
*[Signature]*

IN WITNESS WHEREOF the Guarantor(s) has/have executed this Deed on the day, month and year as mentioned in Schedule II hereof.

**If Guarantor is a Company:**

For Inox Wind Limited  
Authorized Signatory  
*[Signature]*

The \_\_\_\_\_ Common \_\_\_\_\_ Seal of \_\_\_\_\_ Inox Wind Ltd. has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_ day of \_\_\_\_\_ hereunto been affixed in the presence of Mr./ Ms. \_\_\_\_\_ and \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who have signed these presents in token thereof

*[Signature]*

**If Guarantor is a Partnership:**

Signed \_\_\_\_\_ and \_\_\_\_\_ delivered by \_\_\_\_\_ Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_ A Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_ on behalf of M/s \_\_\_\_\_  
\_\_\_\_\_ at present carrying on the business in partnership under the firm, name and style of M/s. \_\_\_\_\_ who have signed these presents as partners of the aforesaid firm and also in their personal capacity.



CERTIFIED TRUE AND UPDATED COPY

*[Signature]*  
Cb00011417  
26/9/22

For Inox Wind Limited  
Authorized Signatory  
*[Signature]*

If Guarantor is a Joint Venture:

Signed and delivered for and on behalf of \_\_\_\_\_, by the hand of Mr./Ms. \_\_\_\_\_ and \_\_\_\_\_ and/or authorized signatories of \_\_\_\_\_ and \_\_\_\_\_ for and on behalf of \_\_\_\_\_

If Guarantor is an Individual:

Mr/Ms. \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

Please paste self attested photograph of Guarantors here. And attach self attested copies of address, identity & signature proof

CERTIFIED TRUE AND UPDATED COPY



Sanchay Bhat  
Sbe0011417  
26/9/22

For Inox Wind Limited

Authorized Signatory

*[Handwritten Signature]*



**SCHEDULE I**

(Conditions Precedent Documents)<sup>1</sup>

- A. Self attested copies of the below mentioned documents - to be attached as Annexure I of this Deed;
- (a) Details of the immovable and movable properties (*along with colored photographs*) owned individually and/or jointly by the Guarantor(s);
  - (b) Details of encumbrances over the immovable and movable properties of the Guarantor(s);
  - (c) Photo copies of the title documents pertaining to the immovable and movable properties owned individually and/or jointly by the Guarantor(s);
  - (d) Passport, Pan card and Aadhaar card of the Guarantor(s);
  - (e) Details of all the bank account(s) and demat account(s) of the Guarantor(s);
  - (f) Details of the lockers of the Guarantor(s);
  - (g) Details of legal heirs of the Guarantor(s), as may be applicable.
- B. Other Documents
- 1. A certified true copy of the constitutional documents of the Guarantor(s);
  - 2. A certified true copy of a resolution of the board of directors of the Guarantor(s) or relevant Committee of Board of Directors:
    - (a) approving the terms of, and the transactions contemplated by this Deed and Transaction Documents to which it is a party and resolving that it execute, deliver and perform the same;
    - (b) authorising specified person or persons to execute and deliver on its behalf this Deed and other Transaction Documents to which it is a party; and
    - (c) authorising specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with this Deed or Transaction Documents to which it is a party.
  - 3. If applicable, a certified true copy of a resolution of the Board of Directors of the Guarantor(s) establishing the committee referred to in paragraph (2) above and delegating to the aforesaid committee the power to carry out the aforesaid actions.
  - 4. Letter of authority/partnership resolution authorising the Guarantor(s) to:
    - (a) approve the terms of, and the transactions contemplated by, this Deed and any other documents in relation thereto;
    - (b) to execute this Deed and any other documents in relation thereto; and
    - (c) authorise specified person or persons on its behalf to execute this Deed and any other documents in relation thereto.
  - 5. A specimen of the signature of each person authorised by the resolution referred to above.
  - 6. A certificate from an authorised signatory of the Guarantor(s) certifying/confirming that:



<sup>1</sup> Documents mentioned in point 'A' are mandatory and waiver in relation the same is to be obtained from BH and CH. Documents listed in point 'B' may retained as per their applicability to the Guarantor(s).

CERTIFIED TRUE AND UPDATED COPY

For Inox Wind Limited

Page 14 of 15 Version 1.1

Sunny Bhat

16x0011417

26/9/22

Authorized Signatory

- (a) guaranteeing, as appropriate, the amounts hereunder would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded;
  - (b) that the representations and warranties made or deemed to be made by the Guarantor under this Deed are true in all material respects;
  - (c) that each copy document relating to it specified in this Schedule III is correct, complete and in full force and effect as at a date no earlier than the date of this Deed;
  - (d) the Guarantor(s) is in compliance with the provisions of Sections 185 and 186 of the Companies Act, 2013; and
  - (e) all tax (including stamp duty) payable in India in connection with the execution and performance of this Deed and other related documents have been paid.
7. A certificate from an independent auditor certifying that:
- (a) the total value under this Deed, together with all previous investments and/or loans made and/or guarantees given by the Guarantor(s), does not exceed any guaranteeing limit or similar limit binding on the Guarantor(s) (including under Section 186 of the Companies Act, 2013);
  - (b) the Guarantor(s) is in compliance with the provisions of Sections 185 and 186 of the Companies Act, 2013;
8. Evidence that the fees, costs and expenses then due from the Guarantor pursuant to this Deed have been paid.

For Innox Venture Limited

Authorised Signatory

CERTIFIED TRUE ~~AND UPDATED~~ COPY

Sudip Banerjee  
SBE00011417  
26/9/22

SCHEDULE II

1) DATE AND PLACE OF EXECUTION OF THE DEED:

2) BORROWER:

If Borrower is a company:

INOX WIND INFRASTRUCTURE SERVICES LIMITED, a company incorporated in India under the Companies Act, 1956, having corporate identification number U45207GJ2012PLC070279, with its registered office at SURVEY NO. 1837 & 1834 AT MOJE JETALPUR, ABS TOWERS, SECOND FLOOR, OLD PADRA ROAD, VADODARA, GUJARAT - 390007 and having its corporate office at PLOT NO 17, SECTOR 16 A, NOIDA- 201301, UTTAR PRADESH, and shall include its successors and permitted assigns.

3) GUARANTOR(S):

If Guarantor is a company:

INOX WIND LIMITED, a company incorporated in India under the Companies Act, 1956, having corporate identification number L31901HP2009PLC031083, with its registered office at Plot no 1, Khasra No 264 to 267, Industrial Area Village Basal, Himachal Pradesh, 174103 and having its corporate office at Plot No 17, Sector 16 A, Noida - 201 301, Uttar Pradesh and shall include its successors and permitted assigns.

(hereinafter referred to as the Guarantor(s))

Address: Inox Towers, Plot No 17, Sector 16 A, Noida - 201 301, Uttar Pradesh

Facsimile No: 0120-6149610

E-mail id jitendra.mohananey@inoxwind.com

4) BENEFICIARY'S DETAILS:

Where the Beneficiary is a Lender:

YES Bank Limited, a company incorporated and registered under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949, having its registered office at 9th Floor, Nehru Centre, Discovery of India, Dr. A.B. Road, Worli, Mumbai 400 018 and, inter alia, a branch office at Ground Floor and Part 1<sup>st</sup> Floor, of Vinayak Hospital, NH 1, Sector 27, Atta, Noida- 201 301, Uttar Pradesh (hereinafter referred to as the "Beneficiary" which expression shall unless it be repugnant to the context be deemed to include its successors, transferees and assigns).

Facsimile No:

E-mail id:

5) DETAILS OF FACILITIES: Cash Credit, WCDL, Letter of Credit & Bank Guarantee facilities as per Facility letter No YBL/MUM/CIB/FL/029/2017-2018 dated April 28, 2017 of YES Bank Ltd.

6) AGREEMENT: Master Facility Agreement Dated 29-04-17

DETAILS OF RELEVANT JURISDICTION

Relevant Courts: Courts/Tribunal at Noida, India



CERTIFIED TRUE AND UPDATED COPY

*Surendra Kumar*  
Sb20011417  
26/9/22

For Innox Wind Limited

Authorized Signatory

