



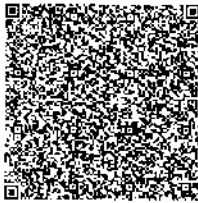
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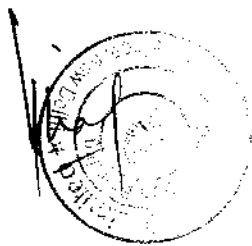
Government of National Capital Territory of Delhi

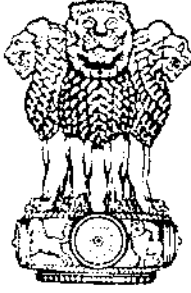
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Certificate No.	: IN-DL09469049711365S
Certificate Issued Date	: 23-Nov-2020 06:48 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900323974441574091S
Purchased by	: RENEWABLES TRINETHRA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEWABLES TRINETHRA PRIVATE LIMITED
Second Party	: ICICI BANK LIMITED
Stamp Duty Paid By	: RENEWABLES TRINETHRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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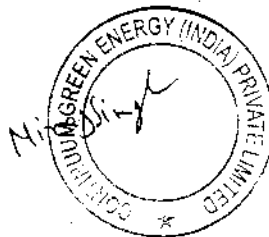
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Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
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Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEWABLES TRINETHRA PRIVATE LIMITED
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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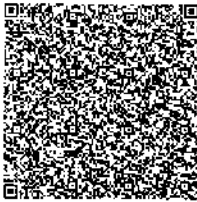
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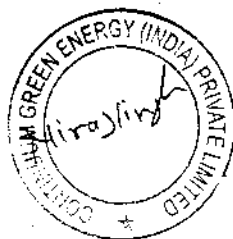
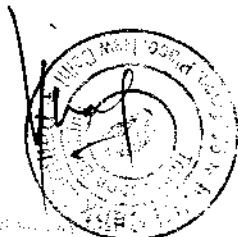
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Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEWABLES TRINETHRA PRIVATE LIMITED
Second Party	: ICICI BANK LIMITED
Stamp Duty Paid By	: RENEWABLES TRINETHRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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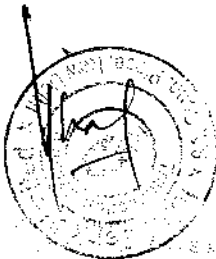
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Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEWABLES TRINETHRA PRIVATE LIMITED
Second Party	: ICICI BANK LIMITED
Stamp Duty Paid By	: RENEWABLES TRINETHRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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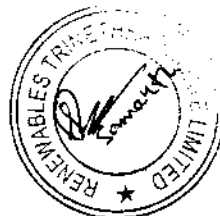
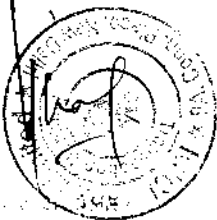
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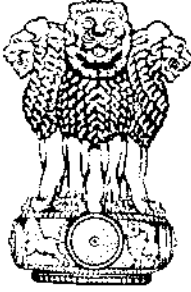
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Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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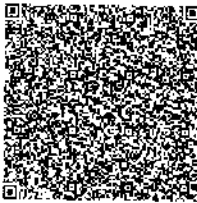
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Certificate No.	: IN-DL09470647428375S
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Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEWABLES TRINETHRA PRIVATE LIMITED
Second Party	: ICICI BANK LIMITED
Stamp Duty Paid By	: RENEWABLES TRINETHRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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GUARANTEE

THIS DEED OF GUARANTEE executed at the place, and on the day, month and year set out in the Schedule hereof by the Guarantor (as defined hereinafter)

in favour of

ICICI BANK LIMITED, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, Gujarat, India and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051 and amongst others, a branch / office specified in the Schedule hereof (hereinafter referred to as the "Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

WHEREAS:

(1) By the credit arrangement letter dated October 05, 2020, bearing reference no. CAL741967404145 ("CAL") and a facility agreement entered / to be entered into between the Bank and the borrower, more specifically described in the Schedule hereof (the "Borrower") (a copy of which has been made available to the Guarantor), ("Facility Agreement"), the Bank has agreed to grant / extend to the Borrower and the Borrower has agreed to avail financial assistances / facilities (the "Facilities", which expression shall include all modifications made thereto / renewals, from time to time) upto the amounts specified in the Schedule hereof, on the terms and conditions contained in the aforesaid facility agreement and the other Transaction Documents.

(1c) One of the conditions of the CAL and Facility Agreement is that the Facilities together with all interest, commission, costs, charges, expenses and all other monies whatsoever stipulated in or payable under the Facility Documents shall be secured by, inter alia, guarantee from the Guarantor.

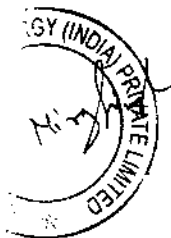
(1d) (A) The expression "Guarantor" means the persons named in the Schedule hereof; the expression "Guarantor" shall, unless it be repugnant to the subject or as the context may permit or require, include, in the case of a company its successors and permitted assigns

(1d) (B) The expression "this Guarantee" shall mean and include this guarantee, the documents in relation to this guarantee if any required to be created by the Guarantors, all other related documents; such expression and shall also include all amendments made thereto from time to time.

(1d) (C) All applications, CAL, Facility Agreement, and the other Transaction Documents are hereinafter referred to as the "Facility Documents"; such expression shall include all amendments made thereto from time to time.

(2) At the request of the Guarantor, the Bank has agreed to grant / extend the Facilities to the Borrower.

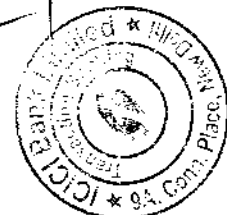
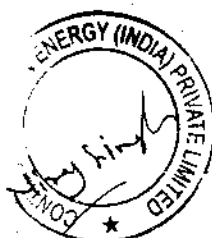
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NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to and agrees with the Bank as follows:

1. The Bank shall have the sole discretion to permit drawals by the Borrower under the Facilities at such time, on such conditions and in such manner as the Bank may decide.
2. The Borrower shall duly and punctually repay / pay the Facilities together with all interest, commission, costs, charges, expenses and all other monies, whatsoever stipulated in or payable under the Facility Documents, and perform and comply with all the other terms, conditions and covenants contained in the Facility Documents.
3. (a) On occurrence of an Event of Default in the Facility Documents, the Guarantor shall, upon demand to the Guarantor, forthwith pay to the Bank without demur all/part of the Secured Obligations. Any such demand made by the Bank on the Guarantor shall be final, conclusive and binding in the opinion of the Bank notwithstanding any difference or any dispute between the Bank and the Borrower / arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority. The enforcement of this Guarantee in part by the Bank, for any reason whatsoever, shall not amount to discharge of the obligations of the Guarantor under this Guarantee to the extent of the balance (unenforced) amount(s) of the Guarantee.
- 3.(b) In the event of failure by the Guarantors to make payment as stated above, the Guarantors shall pay default interest at the same rate/s as specified in relation to the Facilities for the Borrower till receipt of the aforesaid amounts by the Bank to its satisfaction.
4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any default on the part of the Borrower and/or the Guarantor in performance of their respective obligations under the Facility Documents and this Guarantee, including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the moneys referred to in Clauses 2 and 3 above to the extent of the Secured Obligations.
5. The Guarantor hereby represents, warrants and confirms that:
 - (a) The Guarantor has the competence and power to execute this Guarantee;
 - (b) The Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of this Guarantee or for the performance of the Guarantor's obligations in terms of and under this Guarantee have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;
 - (c) This Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;



- (d) The entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee do not and will not conflict: (i) with any law; (ii) with the constitutional documents, if any, of the Guarantor; or (iii) with any document which is binding upon the Guarantor or on any of their assets;
 - (e) All amounts payable by the Guarantor under this Guarantee will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any set off;
 - (f) (i) The execution or entering into by the Guarantor of this Guarantee constitute, and performance of their obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) The Guarantor are not, will not be entitled to, and will not claim immunity for themselves or any of their assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
 - (g) The Guarantor's confirmation on governing law as provided in Clause 24 hereof, is legal, valid and binding on the Guarantor;
 - (h) No litigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or their assets, which, if adversely determined, might have a Material Adverse Effect in relation to the Guarantor;
 - (i) All information communicated to or supplied by or on behalf of the Guarantor to the Bank from time to time in a form and manner acceptable to the Bank, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Bank which renders such information untrue or misleading in any respect;
 - (j) in the event of any disagreement or dispute between the Bank and the Guarantors regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, to the materiality or reasonableness of any of the foregoing shall be final and binding on the Guarantor as per the opinion of the Bank;
 - (k) the Guarantors have reviewed, been acclimatized to, and understood, the Facility Agreement and other Facility Documents and are fully aware of the implications hereof.
6. The Guarantor hereby agrees that, without the concurrence of the Guarantor, the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Documents and in particular to defer, postpone or revise the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower to the Bank on such terms and



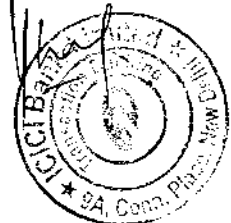
conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security / securities furnished or required to be furnished to the Bank to secure the Facilities and/or the obligations of the Guarantor under this Guarantee. The Guarantor agree that the liability under this Guarantee 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 is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

7. The Bank shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other moneys due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower, to give / grant temporary or extra overdrafts or other advances / credit facilities to the Borrower and to appropriate payments made to it by the Borrower towards repayment / payment of such overdrafts / advances / credit facilities from time to time and the Guarantor shall not be entitled to question such appropriation or to require the Bank to appropriate such payments towards previous disbursements under the Facilities so as to reduce the liability of the Guarantor hereunder on account of any such payments AND the Guarantor shall not be released by the exercise by the Bank of their liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor AND the Guarantor hereby waive in favour of the Bank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce. The Guarantor also agrees that it will not be entitled to the benefit of subrogation vis-a-vis securities or otherwise until all the monies due to the Bank under the Facilities are fully repaid / paid.

8. This Guarantee shall be enforceable against the Guarantor notwithstanding that any post-dated cheques, negotiable instruments, security and/or securities comprised in any instrument(s) executed or to be executed in favour of the Bank shall, at the time when the proceedings are taken against the Guarantor on this Guarantee, be outstanding or unrealised or lost.

9. The Guarantor hereby agrees and gives consent to the sale, mortgage on prior, pari-passu or subsequent charge basis, release etc., of any of the assets by the Borrower as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank / its trustee / nominee on such terms and conditions as the Bank 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 hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future. Further, the Guarantor hereby declares and agrees that it shall provide prior written intimation to the Bank before the creation of any encumbrance on the assets of the

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Guarantor, unless such encumbrance has already been disclosed on the date hereof. It is hereby clarified that such requirement of prior intimation shall not apply to the creation of pledge by the Guarantor over its shareholding in any other subsidiary of the Guarantor to which the Bank has provided financial assistances. In light of the foregoing, the Guarantor hereby declares and the Bank acknowledges that:

the Guarantor has created a first ranking exclusive charge on the moveable and immovable assets including the trust and retention accounts ("34.5 MW Assets") related to its 34.5 MW wind farm project in Gujarat ("34.5 MW Project") in favour of the lenders to such project;

- a) that in no event, until the obligations to the lenders of the 34.5 MW Project have been fully discharged by the Guarantor, will a recourse be available to the Bank on the 34.5 MW Assets.

10. The Guarantor hereby agrees and declares that the Borrower will be free to avail of further loan(s) or other facilities from the Bank or any other person in addition to the Facilities and/or to secure the same during the subsistence of this Guarantee 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.

11. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other guarantor(s), if any, 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 Bank, the Bank shall be at liberty to require the performance by the Guarantor of its obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.

12. To give effect to this Guarantee, the Bank shall be entitled to act as though the Guarantor were the principal debtors to the Bank.

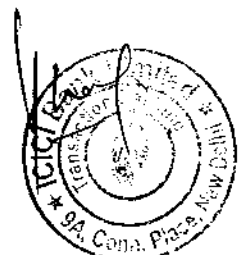
13. The Guarantors hereby declare and agree that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long any monies remain due and payable by the Borrower to the Bank under the Facility Documents, unless the same is required in accordance with applicable laws.

14. The Guarantor shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the Bank in the liquidation / insolvency proceedings till such time as the Secured Obligations have been paid.

15. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower / the Guarantor in any action or proceeding brought on this Guarantee against the Guarantor.

16. This Guarantee shall become effective from the date of its signing by the Guarantor as

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specified in Clause 2.A of the Schedule hereof and shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to the Bank under the Facility Documents.

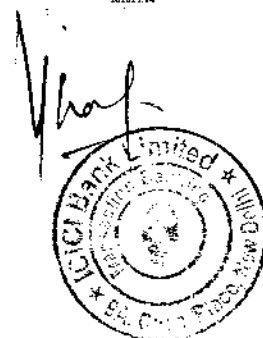
17. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in Clause 23 hereof shall be sufficient notice to or demand on the Guarantor.

18. The liability of the Guarantor under this Guarantee shall not be affected by: (i) any change in the constitution or winding up of the Borrower / the Guarantor or any absorption, merger or amalgamation of the Borrower / the Guarantor with any other company, corporation or concern; or (ii) any change in the management of the Borrower / the Guarantor or takeover of the management of the Borrower / the Guarantor by Central or State Government or by any other authority; or (iii) acquisition or nationalisation of the Borrower / the Guarantor and/ or of any of its undertaking(s) pursuant to any law; or (iv) any change in the constitution of the Bank; or (v) bankruptcy / insolvency / death of the Guarantor / the Borrower; or (vi) the absence or deficiency of powers on the part of the Guarantor to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Guarantor undertakes not to revoke this Guarantee during the subsistence of the Facilities and the Facility Documents.

19. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies involved, whatsoever stipulated in or payable under the Facility Documents.

20. The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Guarantor, whether in single name or joint name(s), and on any monies, securities, bonds and all other assets, documents and properties held by / under the control of the Bank (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Guarantors in any capacity), to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Guarantors and/or as a result of any other facilities that may be granted by the Bank to the Guarantors. The Bank are entitled without any notice to the Guarantors to settle any indebtedness whatsoever owed by the Guarantors to the Bank, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Guarantors with the Bank notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the Guarantors' bankruptcy, death or winding-up. It shall be the Guarantors' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

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In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Guarantors authorise the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Guarantors with or to any branch of the Bank; (b) to sell any of the Guarantors' securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Guarantors, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Bank.

Provided that the primary right of set-off and lien as enumerated in this clause 19 shall be applicable to the following sub-accounts, to the extent as set out hereunder, as defined in the amended and restated trust and retention account agreement dated on or about the date hereof and executed/ to be executed by and between, inter alia, the Borrower, the Power Finance Corporation Limited, and the Bank ("TRA Agreement"):

Surplus Account;

Distribution Account;

It is hereby clarified that the right of set-off and lien as enumerated in this clause 19 shall be only applicable to the aforementioned accounts, as defined in the TRA Agreement, in accordance with the rights as available to the Working Capital Lender and Rupee Term Loan Lender in the TRA Agreement.

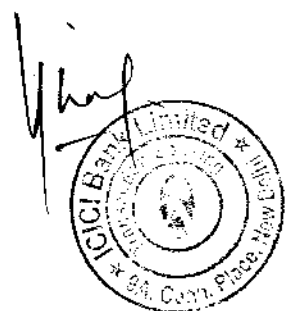
21. Any admission or acknowledgement in writing given or any part payment made by the Borrower in respect of the Facilities shall be binding on the Guarantor and shall be treated as given on behalf of the Guarantor also.

22. This Guarantee is in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Guarantor may have previously given or may hereafter give to the Bank (whether alone or jointly with other parties) and this Guarantee shall not revoke or limit any such other guarantee(s).

23. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor and such demand or notice shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such demand / notice when sent by post it shall be sufficiently proved that the envelope containing the demand / notice was posted and a certificate by any official of the Bank that to the best of his /her knowledge and belief, the envelope containing the said demand / notice was so posted shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.

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

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25. The Guarantor agrees that any legal action or proceedings arising out of this Guarantee may be brought by the Bank, in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction. The Guarantor shall not exercise any rights which they may have acquired by way of subrogation or otherwise, or take any action or make any claim in competition with an action or a claim of the Bank.

26. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Guarantee or affect such provision in any other jurisdiction.

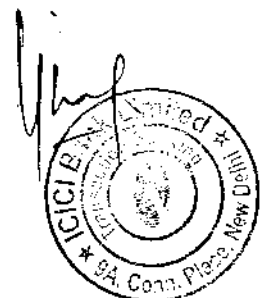
27. The Guarantor hereby agrees, confirms and undertakes that:

- a) the Bank shall, as the Bank may deem appropriate and necessary, be entitled to disclose all or any : (i) information and data relating to the Guarantor, (ii) information or data relating to this Guarantee or any other securities furnished by the Guarantor in favour of the Bank, (iii) obligations assumed / to be assumed by the Guarantor in relation to the Facilities under this Guarantee or any other securities furnished by the Guarantor for any other credit facility granted / to be granted by the Bank, (iv) default, if any, committed by the Guarantor in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");
- b) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them;
- c) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf;
- d) the information and data furnished by the Guarantor to the Bank from time to time shall be true and correct.
- e) in case the Guarantor commits a default in payment or repayment of any amounts in respect of the Facilities, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Guarantor (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

28.(a) All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them in the respective Facility Agreement/s / CAL.

(b) A reference to:

an "amendment" includes a supplement, modification, novation, replacement or re-enactment



and "amended" is to be construed accordingly;

"authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;

"law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Guarantee;

"person" includes 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;

(c) the singular includes the plural (and vice versa);

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

(d) all approvals, permissions, consents or acceptance required from the Bank for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Bank;

29.A The Guarantor shall bear all taxes, duties and charges in relation to the transactions contemplated under this Guarantee.

29.B All documents provided by the Guarantor in connection with this Guarantee are genuine. The Bank may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the Bank shall be deemed to have been given by the Guarantor.

29.C The Guarantor shall provide such documents and shall do all such acts, deeds and things as may be necessary or required in connection with this Guarantee.

29.D 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 Facility Documents and/or this Guarantee, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realised by the Bank by enforcement of security or otherwise, towards the dues payable by the Borrower to the Bank under the Facility Documents and/or any other agreements whatsoever between the Borrower and the Bank and in any manner whatsoever. Notwithstanding any such appropriation by the Bank towards settlement of any dues payable by the Borrower to the Bank under any other agreements between the Borrower and the Bank, the Guarantor shall continue to remain liable to the Bank for all outstanding/remaining amounts in respect of the Facility.



The Guarantor acknowledge and confirm that the Guarantors have read and understood all the Facility Documents and this Guarantee as set out and/or referred to in the applications submitted by/on behalf of the Borrower to the Bank.

30. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Guarantee to any person without any consent of or intimation to the Borrower/s and /or the Guarantor.



SCHEDULE

1. PLACE OF EXECUTION

At Delhi in the State of New Delhi.

2.A DATE OF THIS GUARANTEE

On the 24th day of ~~October~~ ^{November}, Two Thousand and Twenty.

2.B DETAILS OF THE FACILITY

Working capital facilities up to Overall Limits: Not exceeding in the aggregate INR 50,000,000.00 (Indian Rupees Five Crores Only), in terms of the credit arrangement letter dated October 05, 2020, bearing reference no. CAL741967404145, as may be amended / supplemented from time to time million at any time, and facility agreement executed / to be executed in relation thereto.

2.D ADDRESS OF BRANCH / OFFICE OF THE BANK

ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code – 390 007, Gujarat and acting through its corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra.

3. DETAILS OF THE BORROWER

RENEWABLES TRINETHRA PRIVATE LIMITED, a company registered under the Companies Act, 1956 with its Corporate Identity Number U40300MH2019PTC326723 and having its registered and corporate office at 102, El Tara Building, Orchard Avenue, Hiranandani, Powai, Mumbai - 400 076, India (hereinafter referred to as the "Borrower", which expression, shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns).

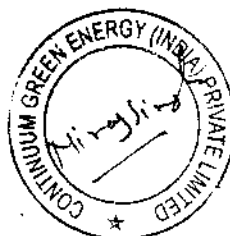
4. DETAILS OF THE GUARANTORS

Continuum Green Energy (India) Private Limited (formerly known as "Continuum Wind Energy (India) Private Limited"), a company within the meaning of the Companies Act, 2013 and having its Registered Office at South Wing, 4th Floor, Kakani Towers, No.15, Khader Nawaz Khan Road, Nungambakkam, Chennai 600 006, Tamil Nadu.

In case of the Guarantors being a company:

The Guarantors hereby agree, confirm and agree that:

No change whatsoever in the constitution of the company during the continuance / validity of this Guarantee and the other Transaction Documents shall impair or discharge the obligations of the Guarantors under this Guarantee and the other Transaction Documents.

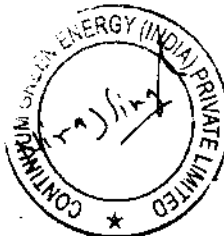


The Guarantor shall, forthwith upon any change in the constitution of the Guarantor, inform the Bank of the change and provide such details in respect of the change and its effect, as may be required by the Bank.

The Guarantors shall furnish board resolutions as also resolutions under Section 372(A) of the Companies Act, 1956 to the Bank in relation to this Guarantee.

6. NON DISPOSAL OF ASSETS

The Guarantors shall not sell, transfer, or dispose of, their immovable and moveable properties except for creation of pledge as mentioned in clause 9, whether as sole or joint owner, more particularly described below, and the immovable properties to be acquired by the Guarantors in future, whether as sole or joint owner, without the Bank's prior written consent till the obligations under this Guarantee are discharged in full. Such written consent will not be unreasonably held back by the Bank.





पावर फाइनेंस कॉर्पोरेशन लिमिटेड POWER FINANCE CORPORATION LTD.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

(आई.एस.ओ. 9001:2015 प्रमाणित)

(ISO 9001:2015 Certified)

No.02:11:/RTPL/2020-2021

24.11.2020

By hand delivery

IDBI Trusteeship Services Limited
1105, Arunachal Building,
Barakhamba Road,
New Delhi- 110001

Kind Attention- Mr. Rajesh Chandra

Dear Sir,

Reg: Documentation For Extending Financial Assistance To Renewable Trinethra Private Limited at Rajkot- Handing Over Of The Executed Document

Please refer to the document execution for extending Working Capital limit to the Renewable Trinethra Private Limited, that took place in the office of Power Finance Corporation Limited on 24/11/2020.

Since IDBI Trusteeship Service Ltd. has been appointed as the Security Trustee for the transaction by virtue of the Security Trustee Agreement executed on 26.12.2019 and vide Amended and Restated Security Trustee Agreement dated 24/11/2020, the documents are handed over to Shri Suresh Kanojia, IDBI representative to be kept in the safe custody. --

Please acknowledge the receipt of the same.

Thanking you,

The following documents are handed over:-
1. Amended and Restated TRAA
2. Amended and Restated STA
3. Inter Creditor Agreement.

Yours sincerely,

For and on behalf of Power Finance Corporation Ltd.

