

DATED _____, 2019

INTERCREDITOR AGREEMENT

AMONGST

**THE BANKS, FINANCIAL INSTITUTIONS AND OTHER LENDERS
SET OUT IN SCHEDULE I
as Lenders**



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INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT (the “Agreement”) is made on the ____ day of _____, 2019 at Mumbai, by and amongst:

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER LENDERS SET OUT IN SCHEDULE I HERETO, including any lender and/or debenture trustee acting on behalf of the debenture holders and/or any person representing commercial paper holders that may accede from time to time in accordance with the provisions of this Agreement (hereinafter collectively referred to as the “**Lenders**” and individually as a “**Lender**”, which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include their authorized representatives, successors, transferees, novatees and assigns).

WHEREAS:

- (A) The Reserve Bank of India has issued directions called the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 containing revised framework with a view to providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 (hereinafter referred to as the extant “**Regulatory Framework**”, which term shall also include the amendments, modifications or replacements that are made from time to time). The Regulatory Framework is applicable to (i) scheduled commercial banks (excluding regional rural banks); (ii) all India term financial institutions; (iii) small finance banks and (iv) systemically important non-deposit taking non-banking financial companies and deposit taking non-banking financial companies.
- (B) The said Regulatory Framework *inter alia* contemplates that the Lenders must put in place board approved policies for resolution of stressed assets under the said framework including the timelines for resolution.
- (C) The Lenders have, from time to time, provided credit facilities (both fund based and non-fund based), including by way of subscription to debentures, commercial papers etc., to Dewan Housing Finance Corporation Limited, a company duly existing under the Companies Act, 2013, with corporate identification number

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

L65910MH1984PLC032639 and having its registered office at Warden House, 2nd Floor, Sir P M Road, Fort Mumbai – 400 001, Maharashtra, India (the “**Borrower**”). The debt profile of the Company, i.e., the entire debt exposure of the, has been details in Schedule III (*Debt Profile*).

- (D) The Borrower has committed a Default (*as defined hereinafter*) in respect of the credit facility availed from the Lenders. The Review Period (*as defined hereinafter*) has commenced in relation to the Borrower.
- (E) During the Review Period, the Lenders have decided that implementation of a Resolution Plan is the desirable resolution strategy in relation to the Facilities (*as defined hereinafter*) availed by the Borrower. Further thereto, the Lenders in their meeting held on February 1, 2019 have constituted a core-committee of lenders comprising State Bank of India, Bank of Baroda, Bank of India, Canara Bank, Syndicate Bank and Union Bank of India, being the banks with the largest exposures to the Borrower (the “**Core Committee**”).
- (F) The Regulatory Framework requires that in cases where lenders decide that a resolution plan has to be implemented, all lenders (to whom the Regulatory Framework is applicable) shall enter into an inter-creditor agreement within the Review Period. Such inter-creditor agreement has to provide for ground rules for finalisation and implementation of the resolution plan in respect of the Borrower.
- (G) In order to give effect to and comply with the Regulatory Framework after obtaining approval of their competent authority, the Lenders are entering into this Agreement to (i) set out the overall framework, where relevant and applicable, for revival and rehabilitation of the Borrower and effectuating the implementation of a resolution plan in respect of the Facilities provided by Lenders to the Borrower with a view to optimising and preserving the recovery for the Lenders; and (ii) appoint and authorise the Lead Lender to facilitate this process and to take necessary actions and steps in connection with formulation and implementation of such debt resolution plan.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

- (H) The Lenders acknowledge that while there can be different approaches to formulation of a resolution plan, an optimal resolution plan is the one that is just and fair and is prepared in good faith given the prevailing facts and circumstances.
- (I) The Lenders also agree and acknowledge that each resolution plan that is prepared pursuant to this Agreement shall be in compliance with the provisions of Regulatory Framework, applicable guidelines/notifications issued by the RBI from time to time and other Applicable Laws, in each case, as amended, modified or replaced from time to time.

NOW, THEREFORE, in consideration of the foregoing and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Lenders hereby agree as follows:

1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.1 Definitions

Unless otherwise repugnant to the meaning or context hereof, the capitalized terms shall have the following meanings:

Applicable Law means any constitution, statute, law, equity, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Agency whether in effect as of the date of this Agreement or thereafter and in each case as amended, as applicable and including, without limitation, guidelines, circulars and notifications issued by the RBI from time to time.

CIR Regulations means Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended from time to time.

Core-Committee shall have the meaning ascribed to such term in Recital E.

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ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
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Debt shall have the meaning ascribed to such term in the IBC.

Deed of Accession means the deed of accession, substantially in the form set out in Schedule II hereto.

Default shall have the meaning ascribed to such term in the Regulatory Framework.

Dissenting Lenders means those Lenders who voted against the Resolution Plan, approved by the Majority Lenders.

Exclusive Security means any security or encumbrance or credit enhancement in the form of mortgage, hypothecation, pledge, assignment, etc. that is provided by the Borrower to one or more Lenders (but not to all Lenders on *pari passu* basis) over the assets of the Borrower.

Facilities mean the loans and financial assistance, in Indian Rupees or in foreign currency, including non-fund based facilities, availed by the Borrower from the Lenders (including any overseas branch of such Lenders), whether secured or otherwise, from time to time. It is clarified that subscription/investment to non-convertible debentures/securities issued by the Borrower with the Lenders shall also be considered as a Facility availed by the Borrower. It is hereby further clarified that the part of the Facilities availed by the Borrower in foreign currency, for the purpose of determining the voting rights of such lenders extending facilities in foreign currency, shall be converted into Indian Rupees at the prevailing conversion rates prescribed by the Reserve Bank of India on the date of execution of this Agreement.

Governmental Agency means any government or any governmental authority or agency, semi-governmental or judicial or quasi-judicial or administrative entity or authority (including, without limitation, any stock exchange or any self-regulatory organization established under any Applicable Law).

IBC means Insolvency and Bankruptcy Code, 2016 together with relevant rules, regulations and guidelines, in each case, as amended from time to time.

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Lead Lender means Union Bank of India, acting through its Industrial Finance Branch, 1st Floor, Union Bank Bhawan, 239, Vidhan Bhawan Marg, Nariman Point, Mumbai 400 021, Mumbai, Maharashtra, India. The Lenders may co-opt one or more other Lenders to assist such Lead Lender in respect of its role and responsibilities under this Agreement.

Liquidation Value means estimated realisable value of the assets of the relevant Borrower, if such Borrower were to be liquidated as on the date of commencement of the Review Period.

Majority Lenders mean those Lenders who represent at least (i) 75% (seventy five per cent) (by value) in the aggregate Outstanding by all Lenders who have granted Facilities to the Borrower; and (ii) 60% (sixty per cent) (by number) of the total number of Lenders to the Borrower.

Monitoring Period shall have the meaning ascribed to such term in the Regulatory Framework

Outstanding means the aggregate amount outstanding (as at the date of commencement of the Review Period) and in respect of:

- (i) term loans, non-convertible debentures or other non-convertible debt instruments/securities: aggregate principal outstanding amount of financial assistance granted by the Lender including funded interest term loan and working capital term loan;
- (ii) working capital facilities: amount sanctioned and outstanding; and
- (iii) non-fund based assistance: letters of credit, bank guarantees, etc, in each case opened/issued and outstanding.

and, in each case, excluding any element of unpaid interest, default interests, redemption premium, other fees, charges, damages, claims etc.

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South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

Overseeing Committee means a committee comprising of eminent members constituted by the Indian Banks' Association (IBA), with such changes/replacements as approved by the IBA from time to time.

RBI means the Reserve Bank of India.

Reference Date shall have the meaning ascribed to such term in the Regulatory Framework.

Registered Valuer means a person registered as such in accordance with the Companies Act, 2013 and rules made thereunder.

Regulatory Framework shall have the meaning ascribed to such term in Recital A.

Resolution Plan shall have the meaning ascribed to such term in Clause 5.1.

Resolution Value means the net present value (NPV) of any Resolution Plan computed by the Lead Lender or any process advisor, resolution advisor or any other agency appointed by the Lead Lender, in accordance with the valuation methodology approved by the Majority Lenders.

Resolution Documents mean all documents that are required to be entered into by (or on behalf of) the Lenders and the Borrower (and/or any guarantor, security provider or other person) to implement and give effect to the Resolution Plan, including the restructuring agreement, assignment agreement, agreements with any new investor or resolution applicant, guarantees, security documents and all other ancillary documents and contractual undertakings or such other instruments in relation to the Resolution Plan.

Review Period shall have the meaning ascribed to such term in the Regulatory Framework.

Specified Period shall have the meaning ascribed to such term in the Regulatory Framework.

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Third Party Security means any security or encumbrance or credit enhancement (in the form of mortgage, hypothecation, pledge, assignment, corporate guarantee, personal guarantee etc.) that is provided by any person (other than the Borrower) to secure/support the Facility(ies) provided to the Borrower.

1.2 Principles of Construction

In this Agreement:

- (a) a reference to this Agreement or any other agreement, instrument or other document is a reference to this Agreement or such agreement or instrument or other document as may be amended, novated, modified, supplemented, restated and/ or replaced from time to time;
- (b) the Recitals are an integral part of this Agreement;
- (c) a reference to an “**amendment**” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly;
- (d) references to a “**person**” or “**Person**” (or to a word importing a person) shall be construed so as to include:
 - (i) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any Governmental Authority or other entity or organisation (whether or not in each case having separate legal personality);
 - (ii) that person’s successors in title, executors, and permitted transferees and permitted assigns; and
 - (iii) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives;

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- (e) terms defined in this Agreement by reference to any other agreement, document or instrument shall have the meanings assigned to them in such agreement, document or instrument, whether or not such agreement, document or instrument is then in effect;
- (f) a reference to any statute or statutory provision shall include:
- (i) all statutory instruments or orders including subordinate or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced;
- (g) the words “hereof”, “herein”, “hereto”, “hereunder” and words of similar import when used with reference to a specific clause in this Agreement shall refer to such clause in this Agreement and when used otherwise than in connection with specific clauses shall refer to this Agreement as a whole;
- (h) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified;
- (i) words denoting the singular shall include the plural and vice versa;
- (j) references to any Clause are references to a clause of this Agreement;
- (k) headings are inserted for convenience only and shall be ignored in construing this Agreement;

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- (l) the words “in writing” include any communication made tangibly by document or electronically by fax or e-mail;
- (m) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (n) in the computation of periods of time from a specified date to a later specified date, the words “from” and “commencing on” mean “from and including” and “commencing on and including”, respectively, and the words “to”, “until” and “ending on” each mean “to but not including”, “until but not including” and “ending on but not including” respectively;
- (o) the word “assets” includes present and future properties, revenues and rights of every description;
- (p) this Agreement shall supersede all other existing inter-creditor agreements and other similar agreements entered into amongst any of the Lenders, to the extent required for preparation and implementation of a Resolution Plan in accordance with this Agreement;
- (q) if any provision of this Agreement is inconsistent or repugnant to the provisions of the Regulatory Framework and other Applicable Laws, then the provisions of Regulatory Framework and other Applicable Laws shall prevail, to the extent of such inconsistency or repugnancy. It is clarified that the terms that are not defined herein shall have the meaning given to them in the Regulatory Framework, as applicable.
- (r) This Agreement shall be binding and effective as between the Lenders including Lenders acceding to this Agreement by execution of the Deed of Accession, from the date of this Agreement.

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2. LEAD LENDER

2.1 Appointment and Authority

Each of the Lenders appoint the Lead Lender to act as their agent under and in connection with the formulation and implementation of any Resolution Plan in the manner contemplated in this Agreement and on the instructions of the Core Committee.

Without limiting the generality of the foregoing, each of the Lenders hereby authorize the Lead Lender to undertake or to appoint a process advisor or a resolution advisor, on the instructions of the Core Committee, to undertake the following actions on behalf of and in the name of each Lender:

- (a) assessment of the sustainable and unsustainable level of the debt of the Borrower, including formulation of assumptions and technical and financial parameters to arrive at such assessment;
- (b) appointment of technical consultants, engineers or any other consultant and advisor to assess the technical health of the project that is being undertaken by the Borrower;
- (c) determining the terms of each proposed Resolution Plan, including the proposed restructuring (if required) of sustainable debt, instrument for converting the unsustainable portion of the debt, sacrifice (if any) required by the promoter entity of the Borrower, dilution of promoters' stake in the Borrower etc;
- (d) undertake and conclude the process of transfer/assignment/novation of the Facilities (or part thereof) at a value that is not less than value approved by the Majority Lenders;
- (e) sharing of information and documents with the prospective buyers, including maintaining the data room (whether separate for each Lender or common data room for all Facilities in respect of the Borrower, as decided by the Lead Lender);

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- (f) appointment of legal, financial, management or any other consultant as may be required for formulating and implementing the Resolution Plan;
- (g) appointment of a credit rating agency for independent credit evaluation of any resolution plan formulated under the framework of this Agreement;
- (h) appointment of Registered Valuers and other consultants for determination of Resolution Value/Liquidation Value in respect of the Borrower;
- (i) negotiation and finalisation of the Resolution Documents and entering into such documents and any other ancillary deed, document or writing as may be required in connection with implementation of the Resolution Plan in respect of the Borrower;
- (j) formulating and running a bid process for appointment of a third party contractor/operator to manage the affairs of the Borrower or the project under implementation, where necessary;
- (k) formulating and running a bid process for identifying the investors for investing in the Borrower or transfer of Facilities or otherwise, evaluating the bids received and entering into the relevant definitive documents with such investor(s) on behalf of the Lenders;
- (l) hold discussions with the Borrower, other creditors and stakeholders as well as potential investors for preparation of Resolution Plan;
- (m) co-ordinating and liaising with each Lender for preparation of the Resolution Plan, as may be required;
- (n) approaching any governmental or regulatory authority for any approval or consent required on behalf of any Lender for implementation of any Resolution Plan and making all filings, disclosures and any other submissions as required under Applicable Law;

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- (o) delegate any or all of its powers and rights contained herein and to appoint any agents, representatives, contractors to carry out its functions and responsibilities; and
- (p) taking any other action as deemed fit by the Lead Lender in the interest of the Lenders in relation to formulating and implementing the Resolution Plan in respect of each Borrower.

Each of the Lenders hereby agrees and confirms to ratify and be bound by the actions and steps taken by the Lead Lender, on the instructions of the Core Committee, in accordance with the terms of this Agreement in relation to any Resolution Plan.

2.2 Terms of Appointment of Lead Lender

- (a) The appointment of the Lead Lender and the terms contained in this Agreement shall be binding on all Lenders.
- (b) Nothing contained herein constitutes the Lead Lender as a trustee or fiduciary of any other person. By assisting and facilitating the formulation and implementation of any Resolution Plan, the Lead Lender shall not be deemed to be construed to have provided any guarantee or assurance to any Lender. The Lead Lender, its employees, directors, representatives and agents shall not be liable and shall not be held responsible (except in the case of wilful default, gross negligence or fraud) for any loss, liabilities or damages whatsoever, to any Lender.
- (c) The Lead Lender shall be entitled to place reliance on the adequacy, accuracy or completeness of any document or information that is received by it from any Lender/Borrower/other person engaged pursuant to discharge of its functions under this Agreement.

2.3 Lead Lender's Fee

- (a) In consideration of the Lead Lender's services as set out under this Agreement, it shall be entitled to receive a fee (if any) as mutually agreed

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between the Lead Lender and the Lenders and recorded in a separate agreement. The fee shall be paid by each Lender in proportion of its Outstanding in the relevant Facilities.

The liability, if any, of the Lead Lender pursuant to or in connection with this Agreement shall be restricted to the amount equivalent to the fees received by it in relation to the Borrower.

- (b) All costs and expenses incurred or to be incurred by the Lead Lender in connection with performing its services pursuant to this Agreement, including in relation to formulating and implementing a Resolution Plan (including the fees and expenses payable to any valuer, counsel, consultant or agent etc. appointed by the Lead Lender) shall be to the account of the respective Lenders, unless otherwise reimbursed by the Borrower.
- (c) If any Lender fails to pay its pro-rata share towards the fees and expenses to the Lead Lender, then the Lead Lender shall be entitled to deduct such amount from the amounts that shall be payable to such Lender under the approved Resolution Plan.

2.4 Indemnity to the Lead Lender

Unless the Lead Lender has been reimbursed by the Borrower, each Lender shall indemnify the Lead Lender against any cost, loss or liability incurred by the Lead Lender in connection with performing its services pursuant to this Agreement or any other Resolution Document (other than by reason of the Lead Lender's gross negligence or willful misconduct). The proportion of such cost, loss or liability to be borne by each Lender shall be based on the proportion of Outstanding of each such Lender in the Facilities.

2.5 Assistance to, and information sharing by, Lead Lender

- (a) Each of the Lenders agree to provide necessary assistance and co-operation to the Lead Lender as requested by the Lead Lender for preparation and implementation of the Resolution Plan.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
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- (b) The Lead Lender shall provide periodic updates to all the Lenders in relation to formulation and implementation of the Resolution Plan.

3. REVIEW PERIOD

- 3.1 As soon as practicable during the Review Period, the Lead Lender, on the instructions of the Core Committee, shall engage with the Borrower and give the Borrower an opportunity to cure the default as well as consult with the other Lenders to decide on the resolution strategy to be adopted in respect of the Borrower. If the Lead Lender receives any proposal from the Borrower within the Review Period, then the Lead Lender, on the instructions of the Core Committee, shall convene a meeting of the Lenders and place the proposal before them. At the meeting, if the Majority Lenders are agreeable in-principle with the Borrower's proposal, then the Lead Lender shall take steps for approval and implementation of the Borrower's proposal expeditiously and in case the Majority Lenders are not agreeable with the Borrower's proposal, then the Lenders may decide on the appropriate resolution strategy in respect of such Borrower.

4. MEETINGS OF AND VOTING BY LENDERS

4.1 Meetings of the Lenders

- (a) The Lead Lender shall provide periodic updates to the Lenders in relation to the formulation and preparation of the Resolution Plan. The Lead Lender and the other Lenders shall work in a manner that achieves resolution of the Borrower's account and for that purpose, the Lead Lender and the other Lenders shall consult, co-operate and co-ordinate with each other.
- (b) The Lead Lender may convene a meeting of the Lenders as and when it considers necessary (with a minimum notice period of 2 (two) working days), and shall convene a meeting if a request to that effect is made by Lenders whose share (as of the commencement of the Review Period) in the aggregate Outstanding aggregates to at least 33% (thirty three percent) (by value).

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
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- (c) The representative of the Lead Lender shall act as the chairperson of the meeting of the Lenders.
- (d) The Lead Lender shall circulate the minutes of the meeting to all participants by electronic means within 48 (forty eight) hours of the said meeting.

4.2 Notice for Meetings of the Lenders

- (a) A meeting of the Lenders shall be called by giving not less than 2 (two) working days' notice in writing to every Lender, at the address it has provided to the Lead Lender and such notice may be given in person, by post or by fax or by email.

Provided that the Lead Lender may call for a meeting by giving a notice of 24 (twenty four) hours subject to the Lead Lender providing facility of participation through video conferencing or other audio and visual means.

- (b) The notice shall inform the participants of the venue, the time and date of the meeting and of the option available to them to participate through video conferencing or other audio and visual means, and shall also provide all the necessary information to enable participation through video conferencing or other audio and visual means.
- (c) The notice of the meeting shall contain an agenda of the meeting with the following:
- (i) a list of the matters to be discussed at the meeting; and
 - (ii) copies of all documents relevant to the matters to be discussed.

4.3 Voting by the Lenders

- (a) The Lead Lender is required to place the proposed valuation methodology to compute the Resolution Value and the proposed Resolution Plan for voting to the Lenders. If the Lead Lender is desirous of putting any other

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

item for voting by the Lenders, then the Lead Lender shall intimate the Lenders of such item in the notice for a meeting.

- (b) At a meeting where any item is to be voted upon by the Lenders, the Lead Lender shall take a vote of the Lenders present in the meeting on any item listed for voting after discussion on the same.
- (c) The Lead Lender shall:
 - (i) circulate the minutes of the meeting by electronic means to all the Lenders within 48 hours of the conclusion of the meeting; and
 - (ii) seek a vote of the Lenders who did not vote at the meeting on the matters listed for voting, by electronic voting system where the voting shall be kept open for 24 (twenty four) hours from the circulation of the minutes or such other time period as may be decided by the Core Committee.
- (d) If any Lender abstains from voting on any matter that is listed for voting, such Lender shall be deemed to have voted against such matter by the Lead Lender while calculating the votes.
- (e) Every Lender shall ensure that in any meeting of the Lenders, it is represented by such persons who are competent and are authorised to take decisions on the spot and without deferring decisions for want of any internal approval from such Lender.
- (f) After conclusion of the voting, the Lead Lender shall, on the instructions of the Core Committee, announce the decision taken on items along with the names of the Lenders who voted for or against the decision, or abstained from voting.
- (g) The provisions relating to voting by electronic means enshrined in Regulation 26 of the CIR Regulations shall apply *mutatis mutandis* to voting by electronic means by the Lenders.

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Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

- (h) Where an authorized representative is voting on behalf of debenture holders or other debt securities holders under the terms of a particular debenture trust deed/deed pursuant to which such debt securities have been issued, the vote shall be reckoned as a single vote on behalf of all subscribers of debentures or other securities holders and further, shall be determined based on the relevant voting arrangements under the said debenture trust deed/deed pursuant to which such other securities have been issued..

5. RESOLUTION PLAN

5.1 The resolution plan in respect of the Facilities availed by the Borrower may involve, amongst other, any action/plan/reorganization including without limitation the following:

- (a) regularisation of the Borrower's account by payment of all overdue amounts to all Lenders by the Borrower;
- (b) transfer of all or part of the assets of the Borrower to one or more persons;
- (c) transfer/assignment/novation of all or part of the Facilities (together with underlying securities, guarantees etc.) to one or more persons at the value approved by the Majority Lenders;
- (d) bifurcation of debt into sustainable and unsustainable portions, writing off of any debt and additional financing to the Borrower;
- (e) release of any security created on the assets of the Borrower or any other person;
- (f) sale of all or part of the assets whether subject to any security interest or not;
- (g) the acquisition of shares of the Borrower, or the merger or consolidation of the Borrower with one or more persons;
- (h) satisfaction or modification of any security interest;

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Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

- (i) curing or waiving of any breach of the terms of any Facilities due from the Borrower;
- (j) extension of a maturity date or a change in interest rate or other terms of the Facilities;
- (k) amendment of the constitutional documents of the Borrower;
- (l) issuance of securities of the Borrower, for cash, property, securities, or in exchange for claims or interests, or other appropriate purpose;
- (m) conversion of debt into equity or equity like instruments;
- (n) obtaining necessary approvals from the Central and State Governments and other authorities;
- (o) transfer or assignment of appointment of any third party contractor/agency to operate the project being undertaken by the Borrower or to manage the operations of the Borrower;
- (p) appointment of any third party contractor/agency to operate the project being undertaken by the Borrower or to manage the operations of the Borrower; and
- (q) any other scheme of arrangement in accordance with the Applicable Law including the Companies Act, 2013.

(the debt restructuring/resolution scheme undertaken in accordance with the aforesaid broad contours is hereinafter referred to as the “**Resolution Plan**”).

5.2 Amongst other factors as applicable to each case, the Core Committee shall take into account the following considerations for preparing a Resolution Plan:

- (a) the Resolution Plan shall be in compliance with the Regulatory Framework and all other Applicable Laws, as applicable and amended from time to time;

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

- (b) any Exclusive Security provided by the Borrower to any Lender;
- (c) any exclusive Third Party Security held by a Lender; and
- (d) the existing security sharing arrangement amongst the Lenders.

6. OVERSEEING COMMITTEE

- 6.1** If a Resolution Plan involves restructuring of Facilities with continuation of existing promoters of the Borrower, then the Lead Lender in consultation with the Core Committee shall submit such Resolution Plan to the Overseeing Committee for its observations.
- 6.2** In all other cases of Resolution Plan other than those set out in Clause 6.1 above, the Lead Lender may submit the Resolution Plan to the Overseeing Committee for its recommendations, only if instructed by the Majority Lenders.
- 6.3** The operating guidelines for functioning of the Overseeing Committee including the terms of reference shall be as issued by the IBA.
- 6.4** The Lead Lender shall submit the Resolution Plan along with the observations of the Overseeing Committee to all the Lenders.

7. APPROVAL OF RESOLUTION PLAN

- 7.1** Each Resolution Plan shall be presented by the Lead Lender and/or the process advisor or resolution advisor appointed by the Lead Lender, to all the Lenders for their consideration.
- 7.2** The Lead Lender shall, along with the Resolution Plan, provide the Liquidation Value due to each Lender as computed by the Registered Valuer(s) appointed by the Lead Lender. For avoidance of doubt, it is clarified that the Lead Lender shall not be under any obligation to provide the Liquidation Value to any Lender prior to submitting the Resolution Plan for approval by the Lenders.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

7.3 Notwithstanding anything to the contrary contained herein, it is agreed by all the Lenders that:

- (i) the Resolution Plan that is approved by the Majority Lenders shall be final and binding on all the Lenders and each Lender (including the Dissenting Lenders) agrees and undertakes to be bound by the approved Resolution Plan;
- (ii) during the resolution process and during the implementation of the Resolution Plan that has been approved by the Majority Lenders in accordance with this Agreement and the Regulatory Framework, the Lenders (including if such Lender is a Dissenting Lender) agrees that it shall not initiate any legal action or proceedings (including proceedings under IBC) against the Borrower or any other Person that may jeopardise the successful implementation of the Resolution Plan in accordance with the terms of such Resolution Plan; and
- (iii) approval of a Resolution Plan in respect of the Borrower by the Majority Lenders in accordance with the terms of this Agreement and the Regulatory Framework shall constitute an amendment, modification, waiver, release, discharge, to the extent necessary for implementation of the approved Resolution Plan, to all the existing documents and agreements in relation to all the Facilities availed by and any corporate guarantee or security issued by such Borrower over its assets to secure any financial assistance advanced to any other person (including the Facilities availed by and corporate guarantee or security issued by the Borrower over its assets to secure any financial assistance advanced to any other person to any Dissenting Lender).

7.4 The Lenders shall take all necessary actions and steps including execution of the Resolution Documents, as may be required for implementation of the approved Resolution Plan within the agreed timelines.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

8. DISSENTING LENDERS

- 8.1 The Resolution Plan shall provide for payment of not less than Liquidation Value due to the Dissenting Lenders. Such payment shall be made in accordance with the terms of the approved Resolution Plan.
- 8.2 Without prejudice to the binding nature of the Resolution Plan on all the Lenders once it is approved by the Majority Lenders, it is agreed that, the Dissenting Lenders shall also have the option to sell/transfer their Facilities to any lender to whom the Regulatory Framework is applicable, at a price decided mutually between such Dissenting Lender and the taking over lender in accordance with Applicable Law, provided such lender enters into the Deed of Accession (if it is not already a party to this Agreement) and agrees to be bound by the Resolution Plan.
- 8.3 During the implementation of a Resolution Plan, if any Dissenting Lender agrees to implement the approved Resolution Plan in accordance with the proposed implementation of such Resolution Plan, then such Lender shall not be considered to be a Dissenting Lender for the purpose of this Agreement.

9. AUTHORITY

Each of the Lenders confirm that it has the power and capacity to enter into this Agreement and to exercise its rights and perform its obligations hereunder. Each Lender represents that they have taken all necessary approvals from their competent authority or committees thereof for taking all actions contemplated by this Agreement including to be bound by the Resolution Plan that is approved by the Majority Lenders in each case, and to authorise the Lead Lender to take all actions that are contemplated in this Agreement.

10. EXIT FROM RESOLUTION PROCESS

- 10.1 Once the resolution process is commenced in terms of this Agreement, it can be terminated if approved by the Majority Lenders.
- 10.2 At the end of the standstill period specified in Clause 13.2 below, each Lender shall be entitled to take necessary actions in accordance with the Regulatory Framework.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

11. TERMINATION OF THIS AGREEMENT

11.1 This Agreement shall be terminated in case there is any guidance or prescription from the RBI or any other regulatory or governmental authority to terminate this Agreement.

11.2 It is clarified that any rights, obligations and liabilities arising under this Agreement before termination shall be binding on the Lenders and shall continue after the termination of the Agreement. Further, termination of this Agreement shall not affect the implementation of any Resolution Plan that is already approved by the specific Majority Lenders and such approved Resolution Plan shall continue to be binding on each Lender.

12. CHANGES TO LEAD LENDER

The Lead Lender may resign from its position of Lead Lender with respect to the Borrower by communicating its decision to the Lenders in the first meeting of the Lenders. The Majority Lenders may appoint any other Lender to act as the Lead Lender.

13. STAND STILL

13.1 The Lenders agree and undertake that on and from the Reference Date, they shall not:

- (a) commence any civil action or proceedings under IBC or other Applicable Law against the Borrower or other persons that have provided Third Party Security for recovery of their dues in respect of the Facilities or enforcement of any security interest provided by the Borrower or other persons or accelerate any Facilities provided to the Borrower; and

Explanation: For the purpose of this clause, the term "civil action" shall mean such legal action or proceeding against the Borrower, or against individual(s) or entities that have provided any Third Party Security. For the avoidance of doubt, nothing in this clause shall restrict the right of Lenders to adjust or appropriate any margin monies, fixed deposits, cash collateral,

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
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ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

bank guarantee/stand by letter of credit provided by any bank or financial institution, towards its Facility. For the avoidance of doubt, it is clarified that in respect of ongoing legal proceedings/actions, the Lenders shall take necessary steps to not pursue such proceedings without adversely affecting its rights in respect of such proceedings.

(b) transfer or assign their Facility to any person, save and except to a Lender that agrees to enter into a Deed of Accession (if it is not already a party to this Agreement) and be bound by the Resolution Plan.

13.2 The aforesaid standstill provision will be operative for an initial period of 30 (thirty) days from the commencement of the Review Period. In the event that the Lenders decide on implementation of a Resolution Plan as the resolution strategy in accordance with the Regulatory Framework, then the standstill provision shall extend during the implementation of the Resolution Plan (which is currently 180 (one hundred and eighty) days from the end of the Review Period or such other period as may be prescribed for implementation of Resolution Plan under the Regulatory Framework) provided that the standstill shall immediately lapse on implementation of the Resolution Plan or if the resolution process is terminated by the Majority Lenders.

13.3 The aforesaid stand still provision shall not preclude the Lenders from initiating or continuing any action against the Borrower or its promoters / directors / officials or other persons for criminal offences.

13.4 Notwithstanding the aforesaid, if (i) legal remedies in respect of any claim of a Lender are likely to become barred by law of limitation and the Borrower or the relevant persons fail, refuse or omit to provide confirmation of debt or acknowledgement of liability in respect of it to extend the period of limitation or (ii) if the security created in favour of a Lender is in jeopardy, the Lenders shall have the freedom to take such action as may be considered necessary to preserve its claim/security against the Borrower and/or such other persons and keep the Lead Lender informed about such action.

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Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

14. SECURITY INTEREST OF LENDERS

Adequate consideration shall be given to the existing security sharing agreements amongst the Lenders while preparing a Resolution Plan.

15. ADDITIONAL FUNDING

Any additional funding proposed to be provided during the resolution process or during the implementation of the Resolution Plan shall be on terms as approved by the Majority Lenders.

16. REMOVAL OF DIFFICULTIES

The Majority Lenders are empowered to decide any difficulties or issues that may arise in giving effect to the provisions of this Agreement. All decisions of the Majority Lenders shall be final and binding on all Lenders.

17. EFFECTIVENESS

It is acknowledged that some of the Lenders may execute this Agreement on date(s) different than the date written at the title of this Agreement. This Agreement shall bind each Lender on and from the date of its execution of this Agreement.

For the avoidance of doubt, it is clarified that the provisions of this Agreement shall be applicable and binding on only those Lenders/Parties that have entered into this Agreement (or the Deed of Accession, as the case may be).

18. ACCESSION

18.1 The Lenders acknowledge and agree that from time to time certain other banks, non-banking financial companies (NBFCs), other financial institutions and asset reconstruction companies (that are currently not listed out in Schedule I (*Details of the Lenders*)) may accede to this Agreement by executing a Deed of Accession and upon accession by such lenders to this Agreement, they shall be bound by the terms of this Agreement as a 'Lender' and shall acquire and assume the same rights and

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

obligations as they would have acquired and assumed had that lender been an original party to this Agreement as a Lender.

18.2 The Lenders acknowledge and agree that upon the execution of the Deed of Accession as provided in Clause 18.1 above, Schedule I (*Details of the Lenders*) of this Agreement shall be deemed to be amended and restated to include the details of the acceding lender.

18.3 It is clarified that in case any lender whose credit facilities are not denominated in Indian Rupees wishes to become a party to this Agreement, then such lender may be required to obtain appropriate approvals and authorisations from relevant Governmental Authority (including RBI) or make any other arrangement including refinancing of its loans by loans denominated in Indian Rupees, as may be required for effective implementation of the Resolution Plan.

19. NOTICE

19.1 Any notice or any other communication under this Agreement must be in writing and, unless otherwise stated, may be given in person, by post or by fax or by e-mail.

19.2 Except as provided below, any communication will be deemed to be given as follows:

- (a) if delivered in person, at the time of delivery;
- (b) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
- (c) if by fax or e-mail, when sent.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed, construed and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts and tribunals in Mumbai.

Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

21. CONFIDENTIALITY

Each Lender agrees to keep confidential all the information received under or pursuant to this Agreement, save and except the disclosure as required pursuant to any Applicable Law or by any order or direction of any court, tribunal or Governmental Authority or as may be required for the purpose of performance of this Agreement.

22. AMENDMENT

This Agreement can be amended or modified with the written consent of Majority Lenders.

23. SEVERABILITY

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

24. ASSIGNMENT

This Agreement binds and inures to the benefit of the respective successors and assignees of the Lenders.

25. COUNTERPARTS AND CUSTODY OF ORIGINALS

25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

25.2 The originals of the signature page of each Agreement shall be maintained in the custody of the Lead Lender and each Lender (that is a party to this Agreement) shall have the right to receive a copy of this Agreement.

26. SUPERSESION

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Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

This Agreement shall constitute the entire agreement between the Parties in respect of the matters contained herein and supersedes the Intercreditor Agreement for Resolution of Stressed Assets dated July 23, 2018.

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Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

SCHEDULE I

DETAILS OF THE LENDERS

(as of June 25, 2019) (amounts in Crores)

Bank Name	Term Loan	WC DL	Cash Credit	ECB	NCD-Pvt.	NCD-Public	Grand Total
Allahabad Bank	123	-	-	-	-	-	123
Andhra Bank	666	-	-	-	-	12	678
Bank of Baroda	1,301	-	164	-	-	-	1,465
Bank of India	3,891	40	52	-	-	215	4,199
Bank of Maharashtra	603	-	-	-	10	15	628
Canara Bank	1,962	-	198	-	26	176	2,362
Central Bank of India	1,073	-	-	-	-	285	1,357
Corporation Bank	496	-	-	-	-	-	496
DCB Bank	11	-	-	-	-	-	11
Dena Bank	532	-	-	-	-	-	532
Federal Bank	182	-	-	-	-	-	182
HDFC Bank	252	24	27	-	-	-	304
IDBI Bank	1,012	-	98	-	-	-	1,109
Indian Bank	1,274	-	-	-	-	183	1,457
Indian Overseas Bank	609	-	20	-	15	-	644
Ing Vysya	222	-	-	-	-	-	222
Karnataka Bank	166	-	-	-	-	-	166
Oriental Bank	1,108	-	-	-	50	-	1,158
Punjab & Sind Bank	668	-	86	-	65	-	818
Punjab National Bank	1,102	-	101	-	500	240	1,943
South Indian Bank	116	-	8	-	-	50	174
State Bank of India*	5,422	-	-	1,654	2,700	200	9,976
Syndicate Bank	1,387	-	202	-	-	105	1,694
Uco Bank	503	-	-	-	-	29	532
Union Bank of India	2,017	163	163	-	250	-	2,593
United Bank of India	583	-	-	-	-	73	656
Vijaya Bank	124	-	-	-	-	-	124
Grand Total	27,405	227	1,118	1,654	3,616	1,583	35,603

* ECB of USD 240 mn converted @ RBI reference date as on June 28, 2019 - INR 68.9180/USD

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Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

SCHEDULE II

DEED OF ACCESSION

To: [Lead Lender]

THIS DEED OF ACCESSION (the “**Deed**”) dated _____ is supplemental to the Intercreditor Agreement (the “**Agreement**”) dated _____ between the Lenders mentioned therein.

Words and expressions defined in the Agreement have the same meaning when used in this Deed.

[Name of the new lender/debenture trustee acting on behalf debenture holders/commercial paper holders] having office at *[address]* hereby agrees with each other person who is or who becomes a party to the Agreement that with effect on and from the date hereof, it shall be a party to the Agreement as a Lender and shall assume and perform all obligations applicable to it and specified therein.

Upon execution of this Deed, Schedule I (*Details of the Lenders*) of the Agreement shall be deemed to be amended to include the details of *[name of the new lender]* as under:

S. No	Lender

Signature of authorised Signatory
for and on behalf of the acceding lender

ACCEPTED BY

Signature of authorised signatory
Lead Lender [*To be acknowledged by Lead Lender*]

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Allahabad Bank	Andhra Bank	Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Corporation Bank	DCB Bank Limited	Dena Bank
Federal Bank	HDFC Bank Ltd	IDBI Bank Limited	Indian Bank	Indian Overseas Bank
ING Vysya Bank Limited	Karnataka Bank Limited	Oriental Bank of Commerce	Punjab & Sind Bank	Punjab National Bank
South Indian Bank Limited	State Bank Of India	Syndicate Bank	UCO Bank	Union Bank of India
United Bank Of India		Vijaya Bank		

IN WITNESS WHEREOF, the Lenders hereto have caused this Agreement to be executed and acknowledged by their respective officers or representatives hereunto duly authorized.

SIGNED AND DELIVERED by **ALLAHABAD BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **ANDRHA BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **BANK OF BARODA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **BANK OF MAHARASHTRA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **CANARA BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **CENTRAL BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by
CORPORATION BANK as **the Lender** by the
hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **DCB BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **DENA BANK** as
the Lender by the hand of its authorised official.

Name: _____

Designation: _____

V SIGNED AND DELIVERED by **FEDRAL BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **HDFC BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **IDBI BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **INDIAN BANK**
as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **INDIAN OVERSEAS BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **ING VYSYA BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **KARNATAKA BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **ORIENTAL BANK OF COMMERCE** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **PUNJAB & SIND BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **PUNJAB NATIONAL BANK** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **SOUTH INDIAN BANK LIMITED** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **STATE BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **SYNDICATE BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **UCO BANK** as
the Lender by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **UNION BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **UNITED BANK OF INDIA** as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____

SIGNED AND DELIVERED by **VIJAYA BANK**
as **the Lender** by the hand of its authorised official.

Name: _____

Designation: _____