CIN: U65991MH2001GOI131154



BID DOCUMENT FOR E AUCTION

Whereas IDBI Trusteeship Services Limited ("ITSL") acting through its Authorised Officer ("AO") on behalf of the secured creditor comprising of Edelweiss Asset Reconstruction Company Limited acting in its capacity as trustee for EARC Trust SC 244 ("EARC") and State Bank of India, in exercise of its power under Section 13(4) read with 13(9) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI ACT") read with Rule 6 and 8 of Security Interest (enforcement) Rules, 2002 ("Rules") has decided to sell through e-Auction the Secured Asset mentioned in <u>ANNEXURE - I</u> for realization of the secured debt due to Secured Creditors i.e. EARC and State Bank of India. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions as mentioned herein below:

Auctioneer Name	IDBI Trusteeship Services Limited
	Asian Building, Ground Floor, 17, R. Kamani Marg,
	Ballard Estate,
	Mumbai – 400 001.
Auction to be Conducted by	M/s E-Procurement Technologies Ltd -Auction Tiger
Auction to be conducted by	B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College,
	Ellis Bridge, Ahmedabad - 380 006 Gujarat (India)
Auction Schedule	Date of Auction:- January 07, 2021
Auction Schedule	Timings:-12:00 PM to 02:00 PM
	(with unlimited extensions of 5 minutes each more particularly
	described in Annexure-1)
	Auction Website :- https://sarfaesi.auctiontiger.net
Detailed Description of Asset	Refer Schedule I below
Detailed Description of Asset	
Annexures to Bid Document	1) Terms & conditions of e-Auction (Annexure – I)
2	INSTRUCTION: This document is required to be duly filled in and
	signed by the bidder and thereafter uploaded on the
	website <u>https://sarfaesi.auctiontiger.net</u> during the
	time of submission of the bid.
	2) Details of Bidder (Annexure – II)
	INSTRUCTION: This document is required to be duly filled in and
	signed by the bidder and thereafter uploaded on the
	website https://sarfaesi.auctiontiger.net_during the
	time of submission of the bid.
	3) Declaration by Bidder (Annexure – III)
	INSTRUCTION: This document is required to be duly filled in and
	signed by the bidder and thereafter uploaded on the
	website https://sarfaesi.auctiontiger.net_during the
	time of submission of the bid.
	4) Confirmation by Bidder Regarding Receipt of Training
	(Annexure – IV)
	INSTRUCTION: This document is required to be duly filled in and signed
	by the bidder and thereafter uploaded on the website
	https://sarfaesi.auctiontiger.net just after availing
	training on e-Auction.
	5) Price Confirmation Letter by H1 Bidder
eshia	(Annexure –V)
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	5) Price Confirmation Letter by H1 Bidder				
	(Annexure –V)				
	INSTRUCTION: This document is required to be duly filled in and signed by H1 Bidder and thereafter e-mail scanned to the AO, EARC mentioned in the website				
	https://sarfaesi.auctiontiger.net immediately on completion of the bidding.				
Special Instructions	Bidding in the last minutes and seconds should be avoided in the				
	bidders own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in				
	such cases.				

Note: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (<u>https://sarfaesi.auctiontiger.net</u>) and follow the following procedures:

- Annexure I: All the Prospective Bidder(s) will have to -
- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid
- Annexure II: All the Prospective Bidder(s) will have to -
- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid
- Annexure -III: All the Prospective Bidder(s) will have to -
- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid
- Annexure IV: Just after receiving Training on e-Auction, Bidder(s) will have to –
- get the printout
- fill it up and sign
- upload the scanned copy after receiving the training
- Annexure V: Just after the completion of e-Bidding Process, the H1 Bidder will have to
 - get the printout
 - fill it up and sign

e-mail the scanned copy to the to the Authorised Officer, IDBI Trusteeship Services Limited mentioned on the website <u>https://sarfaesi.auctiontiger.net</u>.

Please note that only persons who are entities compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016 shall be considered as eligible bidders for the e-Auction process proposed to be undertaken pursuant to this bid document.



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Terms & Conditions for Sale of Property

- The e-auction sale of Secured Assets is on "as is where is" basis, "as is what is" basis, "whatever there is" basis and "no recourse" basis for and on behalf of the Secured Creditors i.e. Edelweiss Asset Reconstruction Company Limited acting in its capacity as trustee for EARC Trust SC 244 and State Bank of India.
- 2. In respect of the Secured Assets, the Secured Creditors i.e. Edelweiss Asset Reconstruction Company Limited (acting in its capacity as trustee for EARC Trust SC 244) and State Bank of India have dues of Rs. 576,53,25,122 (Rupees Five Seventy Six Crores Fifty Three Lakhs Twenty Five Thousand One Hundred and Twenty Two Only) outstanding as on September 30, 2020 towards the financial assistance availed by Essar Power (Orissa) Limited ("Borrower") together with further interest and other expenses/costs thereon.
- 3. EARC on behalf of the Lenders have applied to Orissa Industrial Infrastructure Development Corporation ("OIDC") vide EARC's letter dated November 21, 2020 seeking OIDC No Objection for selling the Leasehold land as defined in Sr. No 1, Lot No.1 in Schedule I below and the same shall be obtained by EARC prior to issuing Sale Certificate.
- 4. Only persons who are entities compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016 shall be considered as eligible bidders for the e-Auction process.
- 5. The sale is being conducted lot wise however preference will be given to the bidders who would submit a composite bid i.e. for both the lots.
- 6. Bid document containing detailed terms and conditions of sale can be obtained from https://sarfaesi.auctiontiger.net from December 03, 2020 to January 06, 2021.
- 7. For participating in online e-auction sale, Bid document, copies of PANCARD, Board Resolution in case of Company, photo id and address proof are required to be submitted along with Earnest money Deposit (EMD), which is payable by way of RTGS/NEFT in the name of ITSL Escrow A/c, account No. 004103000022677 IDBI Bank Limited, Mittal Court, Nariman Point, Mumbai 400 021, IFSC Code No. IBKL0000004 on or before 5:00 PM on January 06, 2021. Once an Online Bid is submitted, same cannot be withdrawn. Further any EMD submitted by bidder will be required to send the UTR/Ref number of the RTGS/NEFT along with a copy of cancelled cheque on the e-mail id on adityakapil@idbitrustee.com with a copy on ankush.shah@edelweissfin.com
- 8. Once the aforementioned document is submitted along with the EMD, the same shall be binding on the bidder irrespective of the fact that whether an online bid is placed in online e-auction or not. The EMD shall be returned only if the bidder is not a successful bidder.
- 9. The secured asset shall be sold by the undersigned by way of Electronic Public Auction on January 07, 2021 through e-Auction Agency M/s. e-Procurement Technologies Ltd. (Auction Tiger) at their website/portal i.e. <u>https://sarfaesi.auctiontiger.net</u> and also on Auction Tiger Mobile App between 12:00 Noon to 2:00 PM with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction.



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- 10. The EMD will not carry any interest. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;
- 11. For details, help, procedure and online training on e-auction, prospective bidders may contact M/s. e-Procurement Technologies Ltd. as given below

Contact numbers	Mr. Vijay Shetty +91 63524 90773
	Mr. CHINTAN BHATT + 91 99785 91888
Helpline numbers	+91 79 6813 6837 /80
	(M) 9265562821 – HARDIK
	(M) 9265562818 – GNANPRAKASH
	support@auctiontiger.net
Email ids	chintan.bhatt@auctiontiger.net
	Vijay.Shetty@auctiontiger.net
	Maharashtra@auctiontiger.net

- 12. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately on confirmation of sale and the balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such time as may be extended by the AO at his sole discretion as per the extant Law. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD and/or deposited amount shall stand forfeited and no claim shall be entertained against ITSL and/or EARC in respect thereof.
- 13. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the AO in this regard shall be final and binding.
- 14. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors. Interested parties are requested to verify details of the Secured Assets.
- 15. The Secured Assets are being sold free from charges and encumbrances of all Secured Creditors (as defined under the SARFAESI Act) of the Borrower
- 16. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including GST and any other taxes relating to sale and transfer of Secured Assets.
- 17. ITSL and/or EARC and/or SBI or the AO of ITSL and/or EARC and/or SBI will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets, provided however ITSL, EARC and SBI confirm that the Secured Assets will be sold free of all charges and encumbrances of all Secured Creditors (as defined under the SARFAESI Act) of the Borrower.



IDBI trustee



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- 18. ITSL and/or EARC and/or SBI is not aware of any known statutory liabilities relating to the Secured Assets. If any such other statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.
- 19. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 and the subsequent conditions mentioned hereinabove.
- 20. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
- 21. The Borrower/Mortgagor/Guarantor may treat this as a 30 days Sale Notice under Rule 9(1) of the Rules. The Borrower/Mortgagor/Guarantor is hereby given a last and final opportunity to discharge the liability in full as stated above within 30 days from the date of this notice and redeem the security interest over the Secured Assets failing which the Secured Assets will be sold as per the terms and conditions mentioned above.
- 22. The Borrower/Mortgagor/Guarantor attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
- 23. For any further clarifications regarding the sale, please contact +91 7506403756 or email at adityakapil@idbitrustee.com or ankush.shah@edelweissfin.com



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Other Terms & Conditions for Sale of the Secured Asset

- The AO exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Assets and the same is being sold free from charges and encumbrances of the Secured Creditors (as defined under the SARFAESI Act) of the Borrower. Any statutory liabilities associated with the Secured Assets shall be borne wholly by the purchaser only. Sale shall take place after expiry of 30 days from the date of publication of the sale notice.
- 2. The interested buyers can, with prior appointment from AO, inspect the security documents regarding the charged assets at their own cost, at the AO's office in the presence of the AO or a representative of the AO.
- 3. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Asset in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
- 4. The symbolic possession of the Secured Asset shall be handed over to the successful Bidder on receipt of the entire purchase consideration.
- 5. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors (as defined in the SARFAESI Act) of the Borrower.
- 6. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditors shall not be responsible for any discrepancy or shortfall in the Secured Assets.
- A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Assets that have been made available for inspection pursuant to point 6 above, whether he/she inspects or visits or not.
- 8. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.
- 9. The successful bidder will be permitted to nominate another person to undertake the transaction on its behalf up to the date of confirmation of sale, provided however that only persons who entities compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016 shall be eligible to be so nominated by the successful bidder.

Sd/-Authorised Officer



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SCHEDULE - I

Detailed Description of Secured Asset:

A. Lot I:

Sr.					Description of Asse	ts	1
No	First n	ari nassi	i mortgage o	n all assets	of the Borrower as	more particula	rly described as:
•			ijaychandra				nana 📭 - Luaden Versienskal (24 Chrs 30 - 1 - 1
			igatsinghpur				
		Tahsil: Ku	-				
			No. 259				
	5	State of C	Ddisha				
	1.				Anna in (Sa Kadi)	Kissam	
		Sr. No	Khata No.	Plot No.	Area in (Sq Kadi)	Sarad Jal - 1	
		1.	16	109 (P)	0.02000	Sarad Jal - 1	
		2.	16	128 (P)	0.05000	Sarad Jal - 1	
		3.	16	129 (P)	0.16000	Sarad Jal - 1 Sarad Jal - 1	
		4.	16	132 (P)	0.61000	Sarad Jal - 1	
		5.	16	133 (P)	0.25000	Sarad Jal - 1	
		6.	16	137 (P)	0.32000	Sarad Jal - 1	
		7.	16	138	0.77000	Sarad Jal - 1	
		8.	16	140	0.10000	Sarad Jal - 1	
		9.	16	141	0.09000	Sarad Jal - 1	
		10.	16	142	0.11000		
		11.	16	143	0.10000	Sarad Jal - 1	
		12.	16	144	0.83000	Sarad Jal - 1	
		13.	16	145	0.89000	Sarad Jal - 1	
		14.	16	146	0.57000	Sarad Jal - 1	
		15.	16	147 (P)	0.30000	Sarad Jal - 1	
		16.	16	148 (P)	0.28000	Sarad Jal - 1	
		17.	16	154	0.11000	Sarad Jal - 1	
		18.	16	155	0.47000	Sarad Jal - 1	
		19.	16	156 (P)	0.09000	Sarad Jal - 1	
		20.	16	159 (P)	0.26000	Sarad Jal - 1	
		21.	16	160	0.89000	Sarad Jal - 1	
		22.	16	161	0.62000	Sarad Jal - 1	
		23.	16	162 (P)	0.20000	Sarad Jal - 1	
		24.	16	163 (P)	0.10000	Sarad Jal - 1	
		25.	16	164	0.37000	Sarad Jal - 1	
		26.	16	165	0.94000	Sarad Jal - 1	

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Sr.				Description of	Assets	
No	27.	16	166 (P)	0.25000	Sarad Jal - 1	
	28.	16	173 (P)	0.12000	Sarad Jal - 1	
	29.	16	178 (P)	0.13000	Sarad Jal - 1	1
	30.	16	179 (P)	0.14000	Sarad Jal - 1	
	31.	. 16	180	0.45000	Sarad Jal - 1	
	32.	16	181	0.48000	Sarad Jal - 1	
	33.	16	182	0.49000	Sarad Jal - 1	
	34.	16	183	0.54000	Sarad Jal - 1	
	35.	16	184	0.52000	Sarad Jal - 1	
	36.	16	185 (P)	0.13000	Sarad Jal - 1	
	37.	16	186 (P)	0.19000	Sarad Jal - 1	
	38.	16	187	0.80000	Sarad Jal - 1	
	39.	16	188	0.84000	Sarad Jal - 1	
	40.	16	189 (P)	0.20000	Sarad Jal - 1	
	41.	16	197 (P)	0.19000	Sarad Jal - 1	
	42.	16	198	0.75000	Sarad Jal - 1	
	43.	16	199	0.72000	Sarad Jal - 1	
	44.	16	200 (P)	0.15000	Sarad Jal - 1	
	45.	. 42	262 (P)	0.01000	Sarad Jal - 1	
	46.	42	264 (P)	3.42000	Sarad Jal - 1	
	47.	42	265 (P)	1.58000	Sarad Jal - 1	
	48.	42	266 (P)	0.38000	Sarad Jal - 1	
	49.	38	267 (P)	0.37000	Sarad Jal - 1	
	50.	38	268 (P)	0.27000	Sarad Jal - 1	
	51.	42	269 (P)	0.55000	Sarad Jal - 1	
	52.	42	270 (P)	0.19000	Sarad Jal - 1	
	53.	42	271 (P)	0.19000	Sarad Jal - 1	
	54.	42	272 (P)	0.24000	Sarad Jal - 1	
	55.	38	273	0.01000	Sarad Jal - 1	
	56.	30	275	0.20000	Sarad Jal - 1	
	57.	38	276	1.02000	Sarad Jal - 1	
	58.	42	277	1.10000	Sarad Jal - 1	
	59.	42	278	0.12000	Sarad Jal - 1	
	60.	42	280	0.08000	Sarad Jal - 1	
	61.	42	281	0.47000	Sarad Jal - 1	
	62.	42	282	0.25000	Sarad Jal - 1	
	63.	42	283	0.03000	Sarad Jal - 1	
	64.	42	285	0.06000	Sarad Jal - 1	
	65.	38	286	0.08000	Sarad lat 1 3	

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Sr.				Description o	f Assets	
10	66	42	207 (2)			
	66.	42	287 (P)	1.35000	Sarad Jal - 1	
	67.	49	288	0.24000	Sarad Jal - 1	
	68.	49	289	0.42000	Sarad Jal - 1	
	69.	25	290 (P)	2.76000	Sarad Jal - 1	
	70.	49	291	0.48000	Sarad Jal - 1	
	71.	25	292 (P)	1.22000	Sarad Jal - 1	
	72.	25	293 (P)	0.90000	Sarad Jal - 1	
	73.	25	294 (P)	0.65000	Sarad Jal - 1	
	74.	16	299 (P)	0.03000	Sarad Jal - 1	
	75.	16	300 (P)	0.02000	Sarad Jal - 1	
	76.	16	301	0.04000	Sarad Jal - 1	
	77.	. 16	302	0.19000	Sarad Jal - 1	
	78.	16	303	0.15000	Sarad Jal - 1	
	79.	16	304	0.12000	Sarad Jal - 1	
	80.	16	305	0.11000	Sarad Jal - 1	
	81.	16	306	0.52000	Sarad Jal - 1	
	82.	16	307	0.57000	Sarad Jal - 1	
	83.	16	308 (P)	0.08000	Sarad Jal - 1	
	84.	16	309 (P)	0.08000	Sarad Jal - 1	
	85.	16	310 (P)	0.03000	Sarad Jal - 1	
	86.	16	311 (P)	0.02000	Sarad Jal - 1	
	87.	16	312	0.13000	Sarad Jal - 1	
	88.	16	313	0.13000	Sarad Jal - 1	
	89.	16	314 (P)	0.02000	Sarad Jal - 1	
	90.	16	315	0.13000	Sarad Jal - 1	
	91.	. 16	316	0.11000	Sarad Jal - 1	
	92.	16	317	0.11000	Sarad Jal - 1	
	93.	16	318	0.62000	Sarad Jal - 1	
	94.	16	319	0.61000	Sarad Jal - 1	
	95.	16	320 (P)	0.10000	Sarad Jal - 1	
	96.	16	322 (P)	0.11000	Sarad Jal - 1	
	97.	16	323 (P)	0.13000	Sarad Jal - 1	
	98.	16	326 (P)	0.13000	Sarad Jal - 1	
	99.	16	327	0.71000	Sarad Jal - 1	
	100.	16	328	0.67000	Sarad Jal - 1	
	100.	2	329	0.05000	Sarad Jal - 1	
			330	5.90000	Sarad Jal - 1	
	102.	2		0.83000	Sarad Jal - 1	
	103.	25	331		Sarad Jal - 1	
	104.	49	332	0.17000	E ITSL	

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Sr. No				Description of A	Assets
	105.	2	334	0.21000	Sarad Jal - 1
	106.	16	335 (P)	1.97000	Sarad Jal - 1
	107.	20	338	0.02000	Sarad Jal - 1
	108.	20	340 (P)	0.03000	Sarad Jal - 1
	109.	20	341 (P)	0.01000	Sarad Jal - 1
	110.	20	342 (P)	0.76500	Sarad Jal - 1
	111.	5	397 (P)	1.33494	Sarad Jal - 1
	112.	5	399 (P)	1.08506	Sarad Jal - 1
	113.	35	400	0.11000	Sarad Jal - 1
	114.	35	401	0.12000	Sarad Jal - 1
	115.	35	402	0.03000	Sarad Jal - 1
	116.	35	403 (P)	7.45999	Sarad Jal - 1
	117.	51	404 (P)	0.80091	Sarad Jal - 1
	118.	35	405 (P)	0.74811	Sarad Jal - 1
	119.	42	406	0.09000	Sarad Jal - 1
	120.	38	407	0.14000	Sarad Jal - 1
	121.	30	408 (P)	0.01000	Sarad Jal - 1
	122.	30	409 (P)	0.29000	Sarad Jal - 1
	123.	30	410 (P)	21.48064	Sarad Jal - 1
		Total		84.55465	

Total extent of Area: 84.55465

Together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

2.

Sr. No	Khata No.	Plot No.	Area in (Sq Kadi)
1.	20	342 (P)	3.62.500
2.	5	397 (P)	1.93.506
3.	5	399 (P)	0.70.494
4.	35	403 (P)	0.26.001
5.	51	404 (P)	0.04.909
6.	35	405 (P)	0.11.125
7.	30	410 (P)	4.45.000
8.	52	411 (P)	0.01.000
	Total Area		11.14.535

Total 6 Khata, 8 Plots, Area Ac. 11.14.535 sq Kadi, Bounded by

North: Essar Steel (India) Limited Project Site

South: Taladanda Canal



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Sr.	Description of Assets		
No			
	East: 50mt Road of Essar Steel (India) Limited		
	West: Land of Essar Power (Orrisa) Limited.		
	Together with all buildings and structures thereon and all plant and machinery attached to the		
	earth or permanently fastened to anything attached to the earth.		

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B. Lot II:

Sr.	Description of Assets
No	
1	A first charge by way of hypothecation of the movable properties of the Borrower including its moveable plant and machinery, machinery spares, tools and accessories, vehicles, furniture and fixtures including but not limited to and other moveable assets of whatsoever nature belonging to the Borrower, both present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the Borrowers factories, premises and godowns or wherever else the same may be held by any party to the order or disposition of the company or in the course of transit, or on high seas or on order, or delivery, howsoever and wheresoever in the possession of the company and either by way of substitution or addition and the Borrowers Book debts, receivables of whatsoever nature and wherever arising.
2.	 Project Documents hypothecated to the Lenders which shall include the following documents executed or to be executed and as may be amended and supplemented (I) EPC Contracts A. Onshore Contract for Civil Works, Erection, Installation and Commissioning of the Project (For Phase 1) dated September 21, 2009 between the Borrower and Essar Constructions (India) Limited B. Onshore Contract for Engineering Services for the Project (For phase I) dated September 21, 2009 between the Borrower and Essar Engineering Services Limited C. Onshore Supply Contract for the Project (for Phase I) dated September 21, 2009 between the Borrower and Essar Projects (India) Limited D. Onshore Contract for Civil works, Erection, Installation and Commissioning of the Project (for Phase I) dated November 16, 2009 between the Borrower and Essar Constructions
	 (India) Limited E. Onshore Contract for Engineering Services for the Project (for Phase II) dated November 16, 2009 between the Borrower and Essar Engineering Services Limited F. Onshore Supply Contract for the Project (for Phase II) dated November 16,2009 between the Borrower and Essar Projects (India) Limited.
	(II) Other Power Contracts/ Project Documents

IDBI Trusteeship Services Ltd CIN: U65991MH2001GOI131154



Sr.		Description of Assets
No		
		Power Purchase Agreement for Phase I capacity dated November 11, 2009 and Amendment No.1 to Power Purchase Agreement for Phase I capacity dated March 12 2010 entered between the Borrower and Essar Steel Limited and Amendment Number 2 to Power Purchase Agreement for Phase II capacity dated March 19th, 2013 entered between the Borrower and Essar Steel Limited;
	В.	Power Purchase Agreement for Phase II capacity dated November 11, 2009 and Amendment No.1 to Power Purchase Agreement for Phase II capacity dated March 12, 2010 entered between the Borrower and Essar Steel Limited and Amendment Number 2 to Power Purchase Agreement for Phase II capacity dated March 19th, 2013 entered between the Borrower and Essar Steel Limited;
		Insurance Contracts and other Insurance policies providing for the insurance required by the Transaction Documents, as applicable relating to the Project;
	D.	Documents of title reflecting the Borrowers ownership/ title in respect of the Project Site for the Project;
	E.	Any bonds, letters of credits or guarantees, consent agreements, side letters issued under any of the Project Documents;
	F.	All approvals in relation to the Project including but not limited to approval in respect to open access; and
	G.	All amendments and supplements to the above documents
	Н.	All other contracts/ documents in relation to the Project
	١.	All other contracts/ documents as may be mutually agreed upon by the Borrower and Secured Parties
	(111)	List of Insurance Contracts
	Α.	Comprehensive Marine cum Erection All Risk Policy
	В.	Group Personal accident policy for Directors
	C.	Group mediclaim policy
	D.	Employers equipment policy
3.	A first o	charge on the Borrowers Cash flows, book debts, revenues and receivables and any other
	revenu	es of whatsoever nature and whatever arising, both present and future (save and except
	the red	ceivables of the Borrower amounting to approx. Rs. 19 Crores which is disputed by
	Arcelor	Mittal Nippon Steel India Limited (Formerly known as Essar Steel India Limited) under the
		ons of Power Purchase Agreement (as amended).
4.	A first	charge on all the intangibles, goodwill, uncalled capital of the Borrower, both present and
	future.	
5.	A first	charge on/ assignment of / creation of Security Interest in (a) all the right, title, interest,
	henefit	claims and demands whatsoever of the borrower in the Project Documents, duly
	acknov	vledged and consented to by the relevant counter parties to such Project Documents, all
	asame	unded varied or supplemented from time to time (b) all the rights, titles, interests, benefits,
	claims	and demands whatsoever of the Borrower in the Clearence (c) all the right title, interest,
	c.u.iii	ts, claims, and demands whatsoever of the Borrower in any letter of credit, guarantee,

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Sr. No	Description of Assets
	performance bond provided by any Party to the Project Documents and (d) all insurance contracts/ Insurance proceeds.
6.	A first charge on/assignment of/creation of Security Interest in the Trust and Retention account/ Escrow Account, Debt Service Reserve account, and other reserves and any other bank accounts of the Borrower wherever maintained.

All capitalized terms used but not defined in this Schedule shall have the meanings ascribed to such terms in the financing documents in respect of the facilities availed by the Borrower from Edelweiss Asset Reconstruction Company Limited acting in its capacity as trustee of EARC Trust SC 244 and State Bank of India



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