

INR NCD INDICATIVE TERM SHEET

Summary of Description of INR NCDs

Issuer	Azure Urja Private Limited (the “ Issuer ”), a company incorporated under the Indian Companies Act, 1956 and having its registered office at 8, LSC, PUSHPI VIHAR, MADANGIR NEW DELHI-110062.
NCDs Offered	INR 1699.00 Million, 100% secured, non-convertible debentures, due on 28 th October, 2022 (the “ INR NCDs ”).
INR NCD Trustee	Axis Trustee Services Ltd.
INR NCD Holders	Azure Power Energy Ltd and any transferee thereof that is eligible under applicable laws to subscribe to or hold the INR NCDs.
Majority INR NCD Holders	INR NCD Holders holding at least 75% of the aggregate outstanding nominal value of the INR NCDs.
Guarantors	(1) The companies set out in Annex A (other than the Issuer); and (2) any other direct or indirect Subsidiary of Azure Power Global Limited acquired by a Permitted Group Company but excludes any Permitted Group Company which has incurred indebtedness for the purpose of financing all or any part of the purchase price or cost of acquisition, design, construction, installation or improvement of property, plant or equipment and related assets used in the business of any Permitted Group Company (or the capital stock of a person engaged in a Permitted Business which will upon such acquisition become a Permitted Group Company), in an aggregate principal amount outstanding at any time of up to 15.0% of the Total Assets (or the Dollar Equivalent thereof); <i>provided that</i> such Subsidiary has not issued any Rupee denominated bonds to the INR NCD Holders or availed debt from the INR NCD Holders, or incurred any indebtedness which is owed to any Permitted Group Company or any other indebtedness as may be prescribed.

For the purpose of this definition, the following terms shall have the meanings set out below:

“**Permitted Business**” means any business, service or activity engaged in by any Permitted Group Company on the Issue Date and any other businesses, services or activities that are related, complementary, incidental, ancillary or similar to any of the foregoing or any expansions, extensions or developments thereof, including the ownership, acquisition, development, financing, operation and maintenance of power generation or power transmission or distribution facilities.

“**Total Assets**” means, as of any date, the total assets of the Permitted Group Companies on a combined basis calculated in accordance with GAAP, as of the last day of the most recent semi-annual period for which financial statements are available (which may be internal financial statements), calculated after giving pro forma effect to any acquisition or disposition of property, plant or equipment or the acquisition of any person that becomes a Permitted Group Companies subsequent to such date and after giving pro forma effect to the application of the proceeds of any indebtedness, including the proposed incurrence of which has given rise to the need to make such calculation of Total Assets.

“**Dollar Equivalent**” means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the



¹ Note: This is intended to be a master term sheet which, upon finalization, shall be replicated for each of the Issuers propose to avail the INR NCDs.

noon buying rate for U.S. dollars in New York City for cable transfers as certified for customs purposes by the Federal Reserve Bank of New York on the date of determination.

“GAAP” means the Indian Accounting Standards as in effect from time to time (“Ind-AS”), in each case as modified by commonly used carve-out principles as in effect on the date of such report or financial statement (or otherwise on the basis of such GAAP as then in effect).

“Permitted Group Companies” means, the Issuer, Azure Power Energy Ltd, the companies set out in Annex A and any other person that shall be designated as a Permitted Group Company by the INR NCD Holders.

Issue Date 21st August, 2017

Discount 0.00%

Maturity Date 28th October, 2022

Business Day Any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in The City of New York, London, Mauritius, Singapore or India (or in any other place in which payments on the INR NCDs are to be made) are authorized by law or governmental regulation to close.

Interest The INR NCDs will accrue interest at a rate of 9.60% per annum, payable semi-annually in arrears on date falling 3 Business Days prior to 03rd May, and 03rd Nov of each year, or if such date is not a Business Day, the immediately preceding Business Day (“NCD Interest Payment Date”), commencing on date falling 3 Business Days prior to 03rd May, 2018. Interest on the INR NCDs will accrue during each Accrual Period. Interest will be computed on the basis of a 360 day year comprised of twelve 30-day months.

Accrual Period is the period from an including an Accrual Date to but excluding the immediately following Accrual Date *provided that* the initial Accrual Period will start on and include the Issue Date and the final Accrual Period will end on but exclude the Maturity Date.

Accrual Date is 03rd May, and 03rd Nov in each year (and will not adjust for any day that is not a Business Day).

Maturity Date Redemption

Premium The INR NCDs, if redeemed at the Maturity Date, will be redeemed at par.

Use of Proceeds The proceeds of the offering will be used by the Issuer for the purposes and in the order of priority, mentioned below:

- (a) first, to pay fees and expenses related to the issuance of the INR NCDs;
- (b) second, to repay its Existing Project Indebtedness in full (other than existing shareholder loans) within 7 Business Days from the Issue Date along with related prepayment charges and other ancillary expenses; and
- (c) third, to pay its capital expenditure related payment obligations payable to the engineering, procurement and construction contractors; and
- (d) fourth, to pay for operating expenses and working capital requirements, repayment of existing shareholder loans, and for the development of solar projects of its shareholders and/or group companies, which may be provided in the form of loans, advances and equity or other investments, shareholder loans or inter-company loans or dividends or distributions on, or



repurchases, redemptions, retirements or other acquisitions of, its capital stock.

“Existing Project Indebtedness” means the indebtedness incurred by the Issuer in relation to the establishment and development of the project as on the Issue Date, details of which shall be set out in a dedicated Schedule in the Debenture Trust Deed.

Ranking The INR NCDs will be:

- (a) unsubordinated obligations of the Issuer;
- (b) rank at least *pari passu* in right of payment with all unsubordinated indebtedness of the Issuer, including any external commercial borrowings of the Issuer extended by the INR NCD Holders (subject to any priority rights of such unsubordinated indebtedness pursuant to applicable law); and
- (c) secured by a [*pari passu*]³ charge with the prescribed priority on the Collateral.

Collateral The obligations of the Issuer under the INR NCDs will be secured by:

- (i) a first priority security interest (to be shared on a *pari passu* basis)⁴ over all immovable properties (and leasehold rights to immovable properties, if applicable) of the Issuer in relation to the relevant project(s) developed or being developed by it and all movable properties of the Issuer (including tangible and intangible property) but excluding current assets, accounts, book debts and receivables by way of a mortgage;
- (ii) a first priority pledge (to be shared on a *pari passu* basis)⁵ over 51% of the securities (other than the NCDs) of the Issuer and the Guarantors (“**Pledged Securities**”);
- (iii) a first priority charge by way of hypothecation⁶ (to be shared on a *pari passu* basis)⁷ of all project documents (including, without limitation, the PPAs, EPC, and O&M contracts, insurance contracts, letters of credit, bonds, guarantees and clearances); and
- (iv) a second priority charge (to be shared on a *pari passu* basis)⁸ over the current assets, accounts, book debts and receivables of the Issuer.⁹

The Issuer is permitted to create and maintain a first priority charge over its current assets, accounts, book debts and receivables in favour of its working capital lenders from time to time, provided that a second priority charge shall have been created on such assets in favour of the INR NCD Holders.

To the extent required by the relevant agreements entered into with the offtaker or the viability gap funding provider, as the case may be (as a condition for obtaining viability gap funding), the Issuer is



³ Note: The *pari passu* charge will only be created if the Issuer is also availing ECBs.

⁴ Note: In case of companies availing ECB, a *pari-passu* charge will be created over the respective collateral for the benefit of the INR NCD Holders and the Lenders in relation to Rupee denominated ECB.

⁵ Note: In case of companies availing ECB, a *pari-passu* charge will be created over the respective collateral for the benefit of the INR NCD Holders and the Lenders in relation to Rupee denominated ECB.

⁶ Note: If the Issuer creates an English mortgage, then rights of the Issuer under these contracts will be assigned to or for the benefit of the INR NCD Holders

⁷ Note: In case of companies availing ECB, a *pari-passu* charge will be created over the respective collateral for the benefit of the INR NCD Holders and the Lenders in relation to Rupee denominated ECB.

⁸ Note: In case of companies availing ECB, a *pari-passu* charge will be created over the respective collateral for the benefit of the INR NCD Holders and the Lenders in relation to Rupee denominated ECB.

⁹ Note: In case of companies which have availed and received viability gap funding (as on the Issue Date) a first priority change will be created over such assets.



permitted to create and/or maintain a second priority charge or lien over its assets to secure the viability gap funding provided to such Issuer.¹⁰

The security for the benefit of the INR NCD Holders will be created and perfected by the Issuer for the benefit of the INR NCD Holders within a period of 90 days from the Issue Date, other than as set out in Annex B herein (with respect to the Issuer).

Guarantee Each of the Guarantors (other than the Guarantors listed in item (2) of the definition of Guarantors) shall issue a guarantee in favour of the INR NCD Trustee on or before the Issue Date ("Guarantee") to unconditionally and irrevocably, jointly and severally, guarantee the performance of the Issuer's obligations under the Transaction Documents. Under the terms of the Guarantee, each Guarantor unconditionally and irrevocably, jointly and severally, guarantees to each INR NCD Holder and to the INR NCD Trustee (1) the full and punctual payment when due, whether at the Maturity Date, by acceleration, by redemption or otherwise, of all payment obligations of the Issuer (including obligations to the INR NCD Trustee) under the Transaction Documents and the INR NCDs, whether for payment of principal of, interest, premium or Break Costs, if any, on the INR NCDs and all other monetary obligations of the Issuer under the Transaction Documents and the INR NCDs within applicable grace periods and (2) the full and punctual performance within applicable grace periods of all other obligations of the Issuer whether for fees, expenses, indemnification or otherwise under Transaction Documents and the INR NCDs.

The Issuer shall ensure that Guarantees are provided by each of the Guarantors in accordance with the requirements herein.

The Guarantors listed in item (2) of the definition of Guarantors, shall issue a Guarantee on the date on which it qualifies as a Guarantor.

The obligations of the Guarantors under the Guarantee shall be for the benefit of the Issuer, the INR NCD Trustee and INR NCD Holders (including, for the avoidance of doubt, their successors and permitted assigns).

Each Guarantor shall ensure that it remains eligible under applicable law and shall obtain all necessary corporate actions and authorisations in order to provide the Guarantee within the time periods set out above.

Each of the Guarantors shall indemnify the Issuer, the INR NCD Holders and the INR NCD Trustee for any failure to comply with its obligations under the Guarantee.

The Guarantors shall respectively acknowledge that the Guarantee constitutes the legal, valid and binding obligations of each such Guarantor enforceable in accordance with its terms irrespective of any:

- (a) change in the constitution, shareholding ownership, corporate existence or otherwise of the Issuer or the Guarantors;
- (b) absorption, merger or amalgamation of the Issuer or the Guarantors with any other corporate entity;
- (c) any bankruptcy, insolvency, liquidation or restructuring of the Issuer or the Guarantors;



¹⁰ Note: This will only be included in term sheets for subsidiaries with SECI projects where VGF has been or will be provided.

- (d) amendments, waivers or extensions made or given under the Transaction Documents; or
- (e) any other similar event.

The Guarantee shall also contain customary representations.

Right of Early Redemption at the

option of the INR NCD Holder Each INR NCD Holder shall have the right, after a period of 3 years from the Issue Date or as otherwise permitted under applicable law, to require the Issuer to redeem all or some of the INR NCDs held by it at 100% of the par value (together with accrued but unpaid interest, and the Break Costs) by giving at least 30 days' prior notice in writing to the Issuer, such redemption being the "**NCD Holder Early Redemption**".

Right of Early Redemption at the

option of the Issuer The Issuer shall have the right to redeem the INR NCDs after a period of 3 years from the Issue Date or as otherwise permitted under applicable law. All such INR NCDs will be redeemed at 100% of the par value (together with accrued but unpaid interest and the Break Costs) by giving at least 30 days' prior notice in writing to the INR NCD Holders, such redemption being the "**Issuer Early Redemption**".

Mandatory Redemption Events (a) *Illegality*

If, at any time, it becomes unlawful or contrary to any law or regulation for the INR NCD Holder to fund or maintain its investment in the INR NCDs or it becomes unlawful for the Issuer to perform its obligation under any Transaction Document, the INR NCD Holder may, by giving at least 180 days prior notice or such other shorter period as may be prescribed or permitted by the relevant governmental authority, require the Issuer to redeem all the INR NCDs held by such INR NCD Holder at 100% of the par value (together with accrued but unpaid interest and an Break Costs).

(b) *Change in Control*

If at any time the Issuer ceases to be a Subsidiary of Azure Power Global Limited or Azure Power India Private Limited, the INR NCD Holder may, by at least 30 days' prior notice in writing to the Issuer, require the Issuer to redeem all the INR NCDs held by such INR NCD Holder at 101% of the par value (together with accrued but unpaid interest and an Break Costs).

"**Subsidiary**" means, with respect to any specified Person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of equity shares entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that person or one or more of the other Subsidiaries of that person (or a combination thereof).

Break Cost

Break costs will be payable by the Issuer to the INR NCD Holders ("**Break Costs**") upon the occurrence of any of the following events (being the "**Premature Redemption Events**"), i.e.:

- (i) Issuer Early Redemption,
- (ii) NCD Holder Early Redemption,
- (iii) Mandatory Redemption Event, and



- (iv) Acceleration of the INR NCDs pursuant to the occurrence of an Event of Default.

If the Premature Redemption Event occurs on account of an Issuer Early Redemption, the Break Costs will be determined in accordance with the Premature Redemption Procedure for an Issuer Early Redemption (set out below).

In case of occurrence of any other Premature Redemption Events (as specified in (ii), (iii) and (iv) above), the Break Costs will be solely determined by the INR NCD Holders, in their discretion (or any agent acting on their behalf which may be appointed by the INR NCD Holders (in their sole discretion)) expressed as a percentage of par to account for any break costs incurred or suffered by the INR NCD Holders (including, without limitation any funding costs or shortfall) as a result of such Premature Redemption Events. Such Break Costs will be communicated to the Issuer by way of a written notice and will be binding on the Issuer.

For the avoidance of doubt, it is clarified that no early redemption may be undertaken unless the Break Costs has been determined by the INR NCD Holders.

Premature Redemption Procedure for

an Issuer Early Redemption (i) Premature Redemption Request

In case an Early Redemption Event occurs at the option of the Issuer, the Issuer shall deliver an irrevocable notice to the INR NCD Holders (an "**Premature Redemption Notice**"). The Premature Redemption Notice must specify (amongst other things): (i) the proportion of the INR NCDs intended to be redeemed by the Issuer (such proportion being the "**Redemption Proportion**"); and (ii) the proposed redemption date (the "**Proposed Premature Redemption Date**") of the INR NCDs (which shall be no fewer than 30 days after delivery of the Premature Redemption Notice). A Premature Redemption Notice will only be valid if made by all Issuers of INR NCDs on identical terms in respect of all relevant INR Bonds then outstanding.

(ii) Determination of Break Costs

Following receipt of a Premature Redemption Notice, the INR NCD Holders (or any agent acting on their behalf which may be appointed by the INR NCD Holders (in its sole discretion)) will in their sole discretion determine the Break Costs (expressed as a percentage of par) to account for any break costs, incurred or suffered by the INR NCD Holders (including, without limitation any funding costs or shortfall) as a result of such Premature Redemption Events. Such Break Costs will be communicated to the Issuer by way of a written notice and will be binding on the Issuer.

For the avoidance of doubt, it is clarified that no early redemption may be undertaken unless the Break Costs has been determined by the INR NCD Holders.

The INR NCD Trustee and agents shall not have any responsibility for determining, making or verifying the accuracy of the Break Costs or the accuracy of any calculations made thereunder.

Additional Amounts All payments made by or on behalf of the Issuer under the INR NCDs or by the Guarantors on the Guarantees shall be made without withholding or deduction for present or future taxes imposed or levied in any relevant jurisdiction, unless required by law, regulation or governmental policy having the force of law, in which case the Issuer and/or the Guarantors will pay such additional amounts as will result in the receipt by the INR NCD Holder of such amount as would have been received had no such withholding or deduction been required.



Events of Default The following events of default and any other agreed between parties:

- (1) default in the payment of principal of (or premium, if any, on) the INR NCDs when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise and the continuance of any such failure for 1 Business Day;
- (2) default in the payment of interest on any INR NCDs when it becomes due and the continuance of any such failure for 3 Business Days provided, however, that in respect of the payment of interest on the INR NCD which is due on the final Interest Payment Date which falls on the Maturity Date, it shall be an Event of Default if default in the payment of interest on such Interest Payment Date shall have continued for 1 Business Day;
- (3) any indebtedness of any company of the Overseas Parent Group (existing as on the Issue Date) in excess of USD 250 million (on a standalone basis) is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual default, event of default, or any similar event (however described), where the "**Overseas Parent Group**" means Azure Power Global Limited and any of its Subsidiaries incorporated outside India;
- (4) default in compliance with its obligations to undertake a Mandatory Redemption upon occurrence of a Mandatory Redemption Event;
- (5) defaults under the Transaction Documents (other than a default specified in clause (1), (2), (3) or (4) above) and continuance for 60 consecutive days after written notice is given;
- (6) passage of 60 consecutive days following entry of the final judgment or order against the Issuer that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged to exceed USD 10.0 million (or Dollar Equivalent thereof);
- (7) an involuntary case or other proceeding is commenced against the Issuer seeking the appointment of a receiver, official liquidator, trustee, corporate insolvency resolution professional etc. and remains undismissed and unstayed for 90 consecutive days, or a judgment or final non-appealable order for relief is entered under any bankruptcy or other similar law; and
- (8) the Issuer:
 - (a) commences a voluntary case under any bankruptcy or other similar law, or consents to the entry of an order for relief in an involuntary case;
 - (b) consents to the appointment of a receiver, liquidator, trustee, corporate insolvency resolution professional etc; or
 - (c) effects any general assignment for the benefit of creditors.
- (9) any Guarantor denies its obligations under its Guarantee or such Guarantee is determined to be unenforceable or invalid or shall for any reason cease to be in full force and effect;
- (10) any default by the Issuer or any Collateral providers (including Azure Power India Private Limited) in the performance of any of its obligations under the Security Documents, which adversely affects the enforceability, validity, perfection or priority of the applicable security interest on the Collateral or which adversely affects the condition or value of the Collateral, taken as a whole, in any material respect; or



- (11) the repudiation by the Issuer or any Collateral provider (including Azure Power India Private Limited) of any of their obligations under the Security Documents or a Security Document ceases to be or is not in full force or effect or the failure to create the security interest with the required priority on the Collateral or the INR NCD Trustee ceases to have a security interest with the required priority in the Collateral

Consequences of an Event of

Default

On and at any time after the occurrence of an Event of Default, the INR NCD Trustee shall, if so directed by the Majority INR NCD Holders, upon the delivery of 15 Business Days' written notice to the Issuer by the INR NCD Trustee of the occurrence of an Event of Default, which notice the Issuer acknowledges as being reasonable,

- (a) declare that the INR NCDs shall automatically and without any further action, become due for redemption at the redemption amount (together with and accrued but unpaid Interest, Additional Amounts, Break Costs and all other amounts due under the Transaction Documents or the INR NCDs) be immediately due and payable, whereupon they shall become immediately due and payable;
- (b) exercise its rights under the Guarantees;
- (c) enforce or take recourse to any other right available pursuant to the Transaction Documents in respect of the Collateral; and
- (d) exercise such other rights as may be available to the INR NCDs Trustee under the Transaction Documents or under applicable law.

Covenants and undertakings The proceeds of issue of the INR NCDs shall be utilized for the purposes and in the order of priority set out under "Use of Proceeds" above, and any use of the issue proceeds for capex related payment obligations, operating expenses and working capital requirements or any payments in relation to the shareholder loans/ loans availed from the group companies shall be made by the Issuer only after the Existing Project Indebtedness of the Issuer has been prepaid or repaid by the Issuer in full.

Representations and Warranties Customary representations and warranties for a transaction of this nature, to include but not limited to:

- (a) Corporate Status;
- (b) Binding Obligations;
- (c) Power and Authority;
- (d) Validity and Admissibility in Evidence;
- (e) Non-conflict with Other Obligations;
- (f) Taxes and No Filing or Stamp Taxes;
- (g) No Default;
- (h) Compliance with Applicable Law;
- (i) Pari Passu Ranking; and
- (j) Legal and Beneficial Ownership.



Conditions Precedent The following conditions precedent will have to be complied with:

- (i) receipt of relevant board and shareholders' approvals from the Issuer, the Collateral providers and relevant Guarantors;

- (ii) constitutional documents of the Issuer, the Collateral providers and the Guarantors;
- (iii) specimen signatures of authorized representatives of the Issuer, the Collateral providers and relevant Guarantors;
- (iv) borrowing certificate - a certificate confirming that issuance of INR NCDs would not cause any borrowing or similar limit binding (if any) on the Issuer to be exceeded;
- (v) notice of prepayment issued by the Issuer to all the relevant banks/ lenders who have extended the Existing Project Indebtedness which is being prepaid from the proceeds of the INR NCDs and proposing the amounts to be paid by the Issuer before issuance of the INR NCDs;
- (vi) all representations and warranties are true on and as of the date of issuance of the INR NCDs, before and after giving effect to such and to the application for the proceeds there from, as though made on and as of such date;
- (vii) no event of default or potential event of default has occurred and is continuing under the INR NCDs, or will result from the issuance of the INR NCDs; and
- (viii) legal opinions of external counsel of the Issuer in a form acceptable to the INR NCD Holders addressed to the INR NCD Holders and the INR NCD Trustee.

Conditions Subsequent

- (i) The Issuer shall undertake such steps, and execute necessary documents, agreements, or letters, as required, for the release of charge created for the benefit of the existing lenders over the Collateral;
- (ii) The Issuer shall take all steps and actions, including but not limited to execution of documents, agreements, or letters, as required, for the creation and perfection of security over the Collateral in favour of the INR NCD Trustee (for the benefit of the INR NCD Holders).
- (iii) The Issuer shall pay all fees, costs and expenses incurred in connection with the issuance of the INR NCDs including costs for the preparation of the Transaction Documents.

Transaction Documents Documentation will include but not be limited to:

- (i) INR Debenture Trust Deed;
- (ii) INR Debenture Trustee Agreement;
- (iii) Security Sharing Arrangements;¹⁰
- (iv) Guarantees;
- (v) Security Documents;
- (vi) Associated and fee letters;
- (vii) Any other relevant documentation required by the INR NCD Holders.



Governing Law Indian law.

Jurisdiction Non-exclusive jurisdiction of the courts of New Delhi.

¹⁰ Note: Where both ECBs and NREs are being availed/issued by the Issuer, a security sharing arrangement will be entered into in respect of the collateral created for the benefit of the INR Bond Holders and the Lenders



ANNEX A

- (1) Azure Power (Punjab) Private Limited
- (2) Azure Urja Private Limited
- (3) Azure Power Pluto Private Limited
- (4) Azure Renewable Energy Private Limited
- (5) Azure Surya Private Limited
- (6) Azure Power Eris Private Limited
- (7) Azure Sunshine Private Limited
- (8) Azure Green Tech Private Limited
- (9) Azure Clean Energy Private Limited
- (10) Azure Power Mars Private Limited
- (11) Azure Power (Karnataka) Private Limited
- (12) Azure Sunrise Private Limited
- (13) Azure Power (Raj.) Private Limited
- (14) Azure Photovoltaic Private Limited
- (15) Azure Power (Haryana) Private Limited
- (16) Azure Power Thirty Seven Private Limited
- (17) Azure Power Infrastructure Private Limited

ANNEX B

S. No.	Restricted Subsidiaries	Description of Collateral	Timeline for creation and perfection of Security
1.	Azure Surya Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 150 days from the Issue Date.
2.	Azure Renewable Energy Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 120 days from the Issue Date



S. No.	Restricted Subsidiaries	Description of Collateral	Timeline for creation and perfection of Security
3.	Azure Power Thirty Seven Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 120 days from the Issue Date
4.	Azure Power (Karnataka) Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Such Restricted Subsidiary will take all commercially reasonable steps to create and perfect such security interest within 180 days from the date on which non-agricultural land related approval and mortgage creation approval in favour of INR NCD Holders is received.
5.	Azure Power (Punjab) Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 120 days from the Issue Date.
6.	Azure Power (Haryana) Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 120 days from the Issue Date.



S. No.	Restricted Subsidiaries				Description of Collateral	Timeline for creation and perfection of Security
7.	Azure Limited	Power	Pluto	Private	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Such Restricted Subsidiary will take all commercially reasonable steps to create such mortgage within 120 days from the date on which mutation of underlying land has been received.
8.	Azure Limited	Power	Eris	Private	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Within 150 days from the Issue Date.
9.	Azure Limited	Power	(Raj.)	Private	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Such Restricted Subsidiary will take all commercially reasonable steps to create and perfect such security interest within 180 days from the date on which non-agricultural land related approval and mortgage creation approval in favour of INR NCD Holders is received.
10.	Azure Limited	Photovoltaic		Private	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Such Restricted Subsidiary will take all commercially reasonable steps to create and perfect such security interest within 180 days from the date on which non-agricultural land related approval and mortgage creation approval in favour of INR NCD Holders is received.



S. No.	Restricted Subsidiaries	Description of Collateral	Timeline for creation and perfection of Security
11.	Azure Sunrise Private Limited	First ranking security interest over all immovable properties (and leasehold rights to immovable properties, if applicable) of such Restricted Subsidiary in relation to the relevant project(s) developed or being developed by it by way of an equitable mortgage or mortgage in such other form and manner as may be mutually agreed with the INR NCD Trustee.	Such Restricted Subsidiary will take all commercially reasonable steps to create and perfect such security interest within 180 days from the date on which non-agricultural land related approval and mortgage creation approval in favour of INR NCD Holders is received.



