Annexure III

Modifications in the Financing Documents of the Non-Convertible Debentures ("NCDs") of Rs.680 Crore issued by NRSS XXXI(B) Transmission Limited ("NRSSTL" or "Issuer"), subject to the change in the Sponsor and Management Control of NRSSTL from Essel Infraprojects Limited ("EIL") to Sekura Energy Limited ("SEL").

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1	DTD; Clause no.21.2.1 (a)(i) (Negativ e Covenan ts)	written Holder materia	conser s effect o al chang	Il not withount of the I or agree to e in its Mer any manne	Debenture effect any norandum		make Memore Associas par Sekura "Propore infusio NRSS" Conve Conve SEL/E	d ("NRSS necessary randum ation, what of the sea Energy osed Spoor n of ad TL by with the rtible De delweiss	ich will be stake acqu Limited (nsor"), as ditional fu way of (ents to its icles of required isition by also any ands into Optionally ress/Nonetc. by ure Yield
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	ion of						provide	ed in Anne	exure II.	
3	NCDs DTD;	leeuer	to proci	ire and sub	mit to the	+-	The le	suor shall	procure a	nd submit
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		III 8.28 8.54% Quarte rly IV 8.52 8.80% Quarte rly % rly	g) - Remaini ng Remai STRPP ning s - STRP 8.80% Ps - 8.52% II 9.18% 9.50% Quarte rly IV 9.18% 9.50% Quarte rly IV 9.18% 9.50% Quarte
5	DTD; Clause no. 1.1 (Definitio ns)	created in Financial Year DS FY 20 FY 21 FY 22 FY 23	Service Reserve" shall mean reserve to be created and maintained in the following manner in accordance with the terms of this Deed: Additional DSR to be Additional Created in Financial Year (RE) FY 31 FY 32 FY 33 FY 34
6	DTD; Clause no. 21.1.26 (Underta kings by the Sponsor)	The Issuer shall provide the following undertakings from the Sponsor in a form and manner acceptable to the Debenture Holders: (i) It shall, at all times till the Final Settlement Date, hold and maintain at least 51% (fifty one percent) of the Equity Share Capital of the Issuer except as permitted by the Debenture Trustee in writing; (ii) It shall, at all times till the Final Settlement Date, retain the Management Control of the Issuer except as permitted by the Debenture Trustee in writing;	following undertakings from the Sponsor in a form and manner acceptable to the Debenture Holders: (i) It shall till the Final Settlement Date, hold and maintain at least 51% (fifty one percent) of the Equity Share Capital of the Issuer after acquisition by the Sponsor of more than 51%of51% (fifty one percent) of the Equity Share Capital of the Issuer; (ii) It shall, at all times till the Final Settlement Date, retain the

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		 (iii) It shall meet the shortfall in servicing of the Debentures and payment of any Secured Obligations by the Issuer; (iv) It shall meet the shortfall in non-escalable revenue due to line availability; (v) It shall meet the shortfall in insurance payments in case of Force Majeure events. (vi) It shall meet the shortfall in maintenance of DSRA in accordance with the terms of the Trust and Retention Account Agreement and shall bring in funds to restore the DSRA with the required DSR in the event of utilization of amounts lying in the DSRA; (vii) It shall bear all liabilities arising out of delay in Project execution (including liquidated damages under the Transmission Service Agreement through its own resources without any recourse to the Project, Issuer or Project assets. 	
7	DTD; Clause no. 3.12 (d) (Early Redempt ion)	The Issuer shall be required to mandatorily prepay (subject to any approvals required, if any), the Outstanding Amounts, in full or in part, together with all interests, other charges and monies due and payable to the Debenture Holders upto the date of such prepayment, before the Due Dates, within 5 (five) Business Days unless otherwise specified in this Deed ("Mandatory Prepayment") in the following events: The Management Control or the Sponsor ceases to hold, directly or indirectly, at least 51% (fifty one	The Issuer shall be required to mandatorily prepay (subject to any approvals required, if any), the Outstanding Amounts, in full or in part, together with all interests, other charges and monies due and payable to the Debenture Holders upto the date of such prepayment, before the Due Dates, within 5 (five) Business Days unless otherwise specified in this Deed ("Mandatory Prepayment") in the following events: The Sponsor ceases to have Management Control and the Sponsor ceases to hold, directly or indirectly, at least 51% (fifty one

N	Docume	Existing Clause	Proposed Modification of Terms
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		percent) of the shareholding of the	percent) of the shareholding of the
		<u>Issuer.</u>	Issuer after acquisition of 51% of the
			Equity Share Capital of the Issuer.
8	Voluntar	New clause being proposed to be	(i) The Issuer may, after the expiry
	у Redempt	included	of fourth year from Closing, prepay the Outstanding
	ion		Amounts, in full or in part,
	1011		together with all interests, other
			charges and monies due and
			payable to the Debenture
			Holders upto the date of such
			prepayment, before the Due
			Dates, after paying a
			prepayment premium of 1% (one
			percent) on the amount being
			prepaid ("Prepayment
			Premium").
			(ii) Notwithstanding anything contained in sub clause (i)
			above, the Issuer may prepay
			the Outstanding Amounts, in full
			or in part, together with all
			interests, other charges and
			monies due and payable to the
			Debenture Holders upto the date
			of such prepayment, before the
			Due Dates, without payment of
			Prepayment Premium in the
			following events: (a) If prepayment is effected at
			the instance of the
			Debenture Holders in case of
			an Event of Default; or
			(b) If the prepayment is made
			within 60 (sixty) Business
			Days of each anniversary of
			the Closing starting from
			fourth anniversary of the
			Closing, provided the Issuer
			provides a prior written
			notice of at least 30 (thirty)
			days. "Closing" shall mean the date on
			which Sekura Energy Limited
			willon Sekura Ellergy Ellilled

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			acquires 49% shareholding of the Issuer and fulfills all other conditions for closing as per the investment agreement entered into between the Issuer and Essel Infraprojects Limited ("EIL" or "Existing Sponsor") and Sekura Energy Limited.
9	DTD; Clause no. 1.1 (Definitio ns)	"Cash Trap Release Event" shall mean the occurrence or existence of all the following events as certified by the Debenture Trustee: (a) restoration of DSCR equal to or higher than 1.10x:1 on the next Testing Date after the DSCR has fallen below 1.0x, provided the DSCR was not remaining below the stipulated value for past 2 (two) consecutive Testing Dates;	"Cash Trap Release Event" shall mean the occurrence or existence of all the following events as certified by the Debenture Trustee: (a) restoration of DSCR equal to or higher than 1.10x on 2 (two) consecutive Testing Dates;
1 0	DTD; Clause no. 21.1.16 (iv) (Mainten ance of Accounts /Reserve s)	Cash Trap The Cash Trap Account shall be maintained throughout the Tenor of the Debentures. The Issuer hereby agrees and acknowledges that upon occurrence of any of the Cash Trap Trigger Events, the Debenture Trustee shall have the right to appropriate the surplus funds from the Trust and Retention Account under the Trust and Retention Account Agreement and deposit the same in the Cash Trap Account. Such funds shall remain in the Cash Trap Account until the occurrence of the Cash Trap Release Event. However, if the DSCR remains below 1.10x on two consecutive Testing Dates, the funds lying in the Cash Trap shall be retained in the Cash Trap Account until Final Settlement Date, notwithstanding	If the DSCR falls below 1.10x on two consecutive testing dates, the entire cash will be trapped in the Cash Trap Account. However, Cash Trap amount shall be released only if the DSCR of 1.10x or above is achieved in two consecutive testing dates.
		the occurrence of Cash Trap Release Event thereafter.	

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1	DTD; Clause no. 1.1 (Definitio ns)	"Cash Trap Release Event" shall mean the occurrence or existence of all the following events as certified by the Debenture Trustee: (c) no Force Majeure Event subsisting	"Cash Trap Release Event" shall mean the occurrence or existence of all the following events as certified by the Debenture Trustee: (c) no Force Majeure event subsisting which would impact the debt servicing by the Issuer
1 2	DTD; Clause no. 3.16 (Credit Rating)	In the event the credit rating by any Credit Rating Agency falls to "AA-"or below, the Debenture Holders shall have the right to increase the Applicable Coupon Rate by 50 bps or require the Issuer to prepay the Outstanding Amounts in full or in part, together with all interests, other charges and monies due and payable to the Debenture Holders upto the date of such prepayment, within 30 (thirty) days from the date of announcement of such downgrade in the credit rating.	In the event the credit rating of the Issuer falls to 'AA-' or lower by any Credit Rating Agency, the Coupon Rate shall be revised upwards by 50bps and the Issuer shall pay Coupon at the revised Coupon Rate. Further, in the event the credit rating by any Credit Rating Agency falls to "BBB+ "or below, the Debenture Holders shall have the right to require the Issuer to prepay the Outstanding Amounts in full or in part, together with all interests, other charges and monies due and payable to the Debenture Holders upto the date of such prepayment, within 30 (thirty) days from the date of announcement of such downgrade in the credit rating.
1 3	DTD; Clause no. 1.1 (Definitio ns)	"DSCR" or "Debt Service Coverage Ratio" shall mean on any date, in respect of any period, the ratio of (a):(b) below: (a) sum of profit after tax, depreciation, amortization, noncash expenses and interest on senior term debt including Coupon on Debentures and interest on working capital loan (for such period) and funds infused by the Issuer for debt servicing; (b) sum of principal of redemption of Debentures and Coupon on Debentures (for such period).	"DSCR" or "Debt Service Coverage Ratio" shall mean on any date, in respect of any period, the ratio of (a):(b) below: (a) sum of profit after tax, depreciation, amortization, any payment made to Sponsor, EIYPF or other related parties including any interest payment on Optionally Convertible Debentures, Non-Convertible Debentures or subordinated loans, non-cash expenses and interest on senior term debt including Coupon on Debentures and interest on working capital loan (for such period) and funds infused by the Issuer for debt servicing;

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	Clause		(b) sum of principal of redemption
			of Debentures and Coupon on Debentures (for such period).
1 4	DTD; Clause no. 1.1 (Definitio ns)	"Potential Event of Default" shall mean any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable conditions or any combination of any of the foregoing would become an Event of Default.	Definition for Potential Event of Default to be modified, by way of which Potential Event of Default shall be declared with consent of 90% of the debenture holders.
1 5	DTD; Clause no.12.1 (n) (Events of Default)	One or more of the events, conditions or circumstances shall exist or shall have occurred which has or is likely to have a Material Adverse Effect.	One or more of the events, conditions or circumstances shall exist or shall have occurred which has Material Adverse Effect.
1 6	DTD; Clause no.12.1 (t) (Events of Default)	Existence of any Force Majeure events	Existence of any Force Majeure events which does not provide for any deemed availability
1 7	21.1.16 Maintena nce of Accounts /Reserve s	(ii) Until the Final Settlement Date, the Issuer shall create and maintain the Debt Service Reserve in the Debt Service Reserve Sub-Account in accordance with the terms of the Trust and Retention Account Agreement.	(ii) Until the Final Settlement Date, the Issuer shall create and maintain the Debt Service Reserve in the Debt Service Reserve Sub-Account in form of Cash or Bank guarantee as per the terms of the Trust and Retention Account Agreement. Bank Guarantee ("BG") may be allowed to be provided by Issuer in lieu of cash DSRA however subject to the following conditions; 1. BG to be procured by the Sponsor. All charges (including but not limited to commission) and margin money to be borne by the Sponsor. 2. The BG facility shall have no recourse to the Project assets. 3. The BG shall be renewed at least
			one month prior to expiry or else the Debenture Trustee shall invoke the BG 15 days prior to its expiry and

N	Docume	Existing Clause	Proposed Modification of Terms
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	Clause		deposit the proceeds into the Debt Service Reserve Account.
8	DTD; Clause no. 21.2.2 (Restrict ed Payment)	The Issuer shall not, declare or pay any Restricted Payment, without obtaining prior written consent of the Debenture Trustee, unless the Restricted Payment Conditions have been complied with. Any Restricted Payments shall be made only once a year. Provided however that the Issuer shall not make any Restricted Payments until the redemption of the first Debenture STRPP and payment of all Secured Obligations in relation thereto to the satisfaction of the Debenture Holders.	The Issuer shall not, declare or pay any Restricted Payment, unless the Restricted Payment Conditions have been complied with.
1 9	Approval to infuse subordin ate debt	New clause being added	Infusion of subordinate debt in form of Optionally Convertible Debentures / Non-Convertible Debentures etc. by SEL / EIYPF or other entities which will be utilized towards senior debt reduction, investment, spares, rectification and vendor dues etc. within 180 days of such infusion SEL/EIYPF/Issuer to undertake that the terms of sub-debt to be as follows; a) Instrument — Optionally Convertible Debentures/ Non-Convertible Debentures/ or any other instruments as approved by debenture holders b) Repayment/Redemption — Post final settlement date of the NCDs. Unless the repayment is being done through restricted payments and approved by Debenture Trustee. c) Security — Unsecured. (no charge shall be filed with ROC/MCA/CERSAI) d) Put/Call option — NIL e) EOD clauses — No right to call EOD. Documents for such instrument shall have no EOD clause. f) Interest/Coupon/Dividend — No interest shall be "due and

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	nt &	Existing Clause	payable" until the final settlement date of the NCDs. Unless the interest is being paid through restricted payments and approved by Debenture Trustee. g) Any other terms as may be decided by Lenders h) Subordination Agreement to be executed amongst the Issuer, Sponsor, EIYPF and debenture Trustee. i) The sub-debt shall be pledged / assigned to the Debenture Trustee except for the amounts that has been infused by the SEL/EIYPF for the early redemption of the NCDs upto Rs.52.50 Crore. However, SEL/EIYPF to undertake that the sub-debt upto Rs.52.50 Crore shall not be encumbered to any person until the final settlement date of the NCDs. j) Optionally Convertible Debentures / Non-Convertible Debentures provider to confirm by way of undertaking that the terms of the Optionally Convertible Debentures / Non-Convertible Debentures shall not be modified without prior
			consent of Debenture Trustee k) Optionally Convertible Debentures / Non-Convertible Debentures provider undertaking shall specifically mention that in case of inconsistency between the terms of the OCD document and the undertaking, the undertaking shall prevail. l) Issuer to be a confirming party to the undertaking.
2 0	Permitte d Financial Indebted ness	New clause being added	any additional debt (including in the form of optionally convertible debentures/ non-convertible debentures) from the Sponsor/ Edelweiss Infrastructure Yield Plus Fund or any other entity, provided such debt shall always be

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			subordinate to the Debentures and any coupon/ distributions in relation to the same shall be made only after meeting the Restricted Payment Conditions. SEL/EIYPF/Issuer to undertake that the terms of sub-debt to be as mentioned in point 19 above.
2 1	Trust and Retentio n Account Agreeme nt; Clause no. 9 (h)	The Issuer undertakes to each of the Debenture Holders and the Debenture Trustee that so long as any sum is or may become payable under any Debenture Documents, the Issuer shall: (h) The Issuer shall not open any other account in any bank without the prior approval of the Debenture Trustee.	Allow to open bank account with Account Bank (Axis Bank) to receive credit of subordinate debt (Optionally Convertible Debentures / Non-Convertible Debentures) The Issuer to undertake that no other credits to be allowed in the bank account other than the subscription money. Issuer to also undertake subscription money as received shall be utilised only for the specific purposes viz. early redemption of NCDs upto an amount of Rs.52.50 Crore, settlement of outstanding trade payables of the Issuer, purchases of spares/inventories and any other purposes as approved by Debenture Trustee. Issuer to close the said account within 210 days from the date of
2 2	Effective Date of modificat ions in the financing documen ts	NA	All the above modifications in the financing documents (wherever applicable) will be effective from the date of Closing. "Closing" shall mean the date on which Sekura Energy Limited acquires 49% shareholding of the Issuer and fulfills all other conditions for closing as per the investment agreement entered into between the Issuer and Essel Infraprojects Limited and Sekura Energy Limited.

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3	Modificat ions in the other financing documen ts		Proposed modifications to be done in the other financing documents.
2 4	Additiona I Pledge by Sponsor	New clause being added	In the event SEL proposes to create second charge on the equity shares of NRSSTL held by EIL, SEL shall pledge additional equity shares of NRSSTL held by itself in favour of the Debenture Trustee equivalent to the equity shares it proposes to create second charge on, prior to creation of the said second charge. This shall be done to ensure that debenture-holders have, at all times, clear and unhindered charge over 51% of equity shares of NRSSTL. For instance, in case SEL proposes to create second charge on 26% of NRSSTL shares held by EIL, then it shall pledge additional 26% of the shares held by it.

Additional DSRA to be created in Financial Year	Additional DSRA (INR Cr)
FY 31	4
FY 32	5
FY 33	7
FY 34	7
FY 35	2

Series	Series I	Series II	Series III	Series IV
Coupon Rate (in %)	STRPPs from first two years from closing – 8.60% annualized Remaining STRPPs in series I –8.80% annualized	9.18% per annum (9.50% per annum annualized)	9.18% per annum (9.50% per annum annualized)	9.18% per annum (9.50% per annum annualized)
Coupon Payment Frequency	Quarterly	Quarterly	Quarterly	Quarterly

Date	Existing Repayment Schedule (INR Crores)	Proposed Redemption Amount (INR Crores)	Prepayment (INR Crores) **
30-06-2019	4	3.7	0.3
30-09-2019	4	3.7	0.3
31-12-2019	4	3.7	0.3
31-03-2020	5	4	1
30-06-2020	3.7	3.7	0
30-09-2020	5	4	1
31-12-2020	5	4	1
31-03-2021	5	4.3	0.7
30-06-2021	3.7	3.7	0
30-09-2021	5	4.3	0.7
31-12-2021	5	4.3	0.7
31-03-2022	5	4.6	0.4
30-06-2022	5.4	4.6	0.8
30-09-2022	5	4.4	0.6
31-12-2022	5	4.4	0.6
31-03-2023	5	4.5	0.5
30-06-2023	5.1	5.1	0
30-09-2023	6	4.4	1.6
31-12-2023	5	5	0
31-03-2024	6	5.7	0.3
30-06-2024	6.5	5.3	1.2
30-09-2024	6	5.3	0.7
31-12-2024	6	6	0
31-03-2025	7	6.2	0.8
30-06-2025	6.2	5.5	0.7
30-09-2025	7	6.2	0.8
31-12-2025	7	6.2	0.8
31-03-2026	7	6.6	0.4
30-06-2026	7.9	6.2	1.7
30-09-2026	7	6.2	0.8
31-12-2026	7	6.2	0.8
31-03-2027	7	6.7	0.3
30-06-2027	7.6	7.1	0.5
30-09-2027	8	6.5	1.5
31-12-2027	7	6.8	0.2
31-03-2028	8	6.8	1.2
30-06-2028	7.6	6.8	0.8
30-09-2028	8	6.8	1.2

31-12-2028	7	7	0
31-03-2029	8	7.1	0.9
30-06-2029	7.6	7.1	0.5
30-09-2029	8	7.1	0.9
31-12-2029	7	7	0
31-03-2030	8	7.7	0.3
30-06-2030	8.3	7.7	0.6
30-09-2030	8	7.7	0.3
31-12-2030	8	8	0
31-03-2031	8	8	0
30-06-2031	8	8	0
30-09-2031	9	8	1
31-12-2031	8	8	0
31-03-2032	9	8.6	0.4
30-06-2032	9.4	8.6	0.8
30-09-2032	9	8.6	0.4
31-12-2032	9	4.3	4.7
31-03-2033	10	4.8	5.2
30-06-2033	9.1	7.3	1.8
30-09-2033	10	4.8	5.2
31-12-2033	10	9.5	0.5
31-03-2034	10	9.5	0.5
30-06-2034	10.8	9.5	1.3
30-09-2034	10	9.5	0.5
31-12-2034	10	10	0
31-03-2035	10	10	0
30-06-2035	10.8	10.1	0.7
30-09-2035	10	10	0
31-12-2035	10	10	0
31-03-2036	10	10	0
30-06-2036	10.8	10.8	0
30-09-2036	10	10	0
31-12-2036	10	10	0
31-03-2037	10	10	0
30-06-2037	10.8	10.8	0
30-09-2037	10	10	0
31-12-2037	10	10	0
31-03-2038	10	10	0
30-06-2038	12	12	0
30-09-2038	13	13	0
31-12-2038	13	13	0

	31-03-2039	13	12.7	0.3
	30-06-2039	27.2	26.7	0.5
I	Total	654.5	602.0	52.5

^{**} To be paid in nearest multiple of face value (INR 10 Lacs) or minimum face value.