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BD : SHILOO : CMD : 08-09:

12-01-7

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Rs. 11800000/- on the first of each month up to the 1st April, 2010 and the second instalment on 1st May 2010 and the third instalment on 1st June 2010 and the fourth instalment on 1st July 2010 and the fifth instalment on 1st August 2010 and the sixth instalment on 1st September 2010 and the seventh instalment on 1st October 2010 and the eighth instalment on 1st November 2010 and the ninth instalment on 1st December 2010 and the tenth instalment on 1st January 2011 and the eleventh instalment on 1st February 2011 and the twelfth instalment on 1st March 2011 and the thirteenth instalment on 1st April 2011 and the fourteenth instalment on 1st May 2011 and the fifteenth instalment on 1st June 2011 and the sixteenth instalment on 1st July 2011 and the seventeenth instalment on 1st August 2011 and the eighteenth instalment on 1st September 2011 and the nineteenth instalment on 1st October 2011 and the twentieth instalment on 1st November 2011 and the twenty-first instalment on 1st December 2011 and the twenty-second instalment on 1st January 2012 and the twenty-third instalment on 1st February 2012 and the twenty-fourth instalment on 1st March 2012 and the twenty-fifth instalment on 1st April 2012 and the twenty-sixth instalment on 1st May 2012 and the twenty-seventh instalment on 1st June 2012 and the twenty-eighth instalment on 1st July 2012 and the twenty-ninth instalment on 1st August 2012 and the thirtieth instalment on 1st September 2012 and the thirty-first instalment on 1st October 2012 and the thirty-second instalment on 1st November 2012 and the thirty-third instalment on 1st December 2012 and the thirty-fourth instalment on 1st January 2013 and the thirty-fifth instalment on 1st February 2013 and the thirty-sixth instalment on 1st March 2013 and the thirty-seventh instalment on 1st April 2013 and the thirty-eighth instalment on 1st May 2013 and the thirty-ninth instalment on 1st June 2013 and the fortieth instalment on 1st July 2013 and the forty-first instalment on 1st August 2013 and the forty-second instalment on 1st September 2013 and the forty-third instalment on 1st October 2013 and the forty-fourth instalment on 1st November 2013 and the forty-fifth instalment on 1st December 2013 and the forty-sixth instalment on 1st January 2014 and the forty-seventh instalment on 1st February 2014 and the forty-eighth instalment on 1st March 2014 and the forty-ninth instalment on 1st April 2014 and the fiftieth instalment on 1st May 2014 and the fifty-first instalment on 1st June 2014 and the fifty-second instalment on 1st July 2014 and the fifty-third instalment on 1st August 2014 and the fifty-fourth instalment on 1st September 2014 and the fifty-fifth instalment on 1st October 2014 and the fifty-sixth instalment on 1st November 2014 and the fifty-seventh instalment on 1st December 2014 and the fifty-eighth instalment on 1st January 2015 and the fifty-ninth instalment on 1st February 2015 and the sixtieth instalment on 1st March 2015 and the sixty-first instalment on 1st April 2015 and the sixty-second instalment on 1st May 2015 and the sixty-third instalment on 1st June 2015 and the sixty-fourth instalment on 1st July 2015 and the sixty-fifth instalment on 1st August 2015 and the sixty-sixth instalment on 1st September 2015 and the sixty-seventh instalment on 1st October 2015 and the sixty-eighth instalment on 1st November 2015 and the sixty-ninth instalment on 1st December 2015 and the seventieth instalment on 1st January 2016 and the seventy-first instalment on 1st February 2016 and the seventy-second instalment on 1st March 2016 and the seventy-third instalment on 1st April 2016 and the seventy-fourth instalment on 1st May 2016 and the seventy-fifth instalment on 1st June 2016 and the seventy-sixth instalment on 1st July 2016 and the seventy-seventh instalment on 1st August 2016 and the seventy-eighth instalment on 1st September 2016 and the seventy-ninth instalment on 1st October 2016 and the eightieth instalment on 1st November 2016 and the eighty-first instalment on 1st December 2016 and the eighty-second instalment on 1st January 2017 and the eighty-third instalment on 1st February 2017 and the eighty-fourth instalment on 1st March 2017 and the eighty-fifth instalment on 1st April 2017 and the eighty-sixth instalment on 1st May 2017 and the eighty-seventh instalment on 1st June 2017 and the eighty-eighth instalment on 1st July 2017 and the eighty-ninth instalment on 1st August 2017 and the ninetieth instalment on 1st September 2017 and the ninety-first instalment on 1st October 2017 and the ninety-second instalment on 1st November 2017 and the ninety-third instalment on 1st December 2017 and the ninety-fourth instalment on 1st January 2018 and the ninety-fifth instalment on 1st February 2018 and the ninety-sixth instalment on 1st March 2018 and the ninety-seventh instalment on 1st April 2018 and the ninety-eighth instalment on 1st May 2018 and the ninety-ninth instalment on 1st June 2018 and the hundredth instalment on 1st July 2018

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Notwithstanding anything herein contained to the contrary, the entire amount of the said loan shall become due and payable by the borrower to the bank and the bank will be entitled to enforce its security in respect of the said loan in the event of default by the borrower.

a)

the entire amount of the said loan shall become due and payable by the borrower to the bank and the bank will be entitled to enforce its security in respect of the said loan in the event of default by the borrower.

b)

the entire amount of the said loan shall become due and payable by the borrower to the bank and the bank will be entitled to enforce its security in respect of the said loan in the event of default by the borrower.

c)

the entire amount of the said loan shall become due and payable by the borrower to the bank and the bank will be entitled to enforce its security in respect of the said loan in the event of default by the borrower.

Signature

Member Finance,
Me. S.E.B., Shillong.

Signature
Member Finance,
Me. S.E.B., Shillong.

1
B.

Member Finance
Member Finance,
Me. S.E.B., Shillong.

Chief Accounts Officer
Chief Accounts Officer,
Me. S.E.B., Shillong.

Deputy Chief Accounts Officer
Deputy Chief Accounts Officer,
Me. S.E.B., Shillong.

STAMPED AND SIGNED
FOR ORIGINAL BANK OF INDIA

Branch Manager
Branch Manager
Shillong Branch

Annexure - XXVIB

Whereas the borrowers have been availing various credit facilities from the Bank for the purpose of acquisition/purchase of equipments/assets/furniture and fixtures/vehicles/vessels/plant and machinery/construction of the Myntdu Leshka Hydro Electric Project at Village Amcharem, District Jaintia Hills, Meghalaya, since the year 1979, on executing various loan documents and on furnishing primary/collateral securities. The details of credit facilities presently outstanding in the name of borrowers, granted on the basis of loan documents executed on 29/10/2009, and particulars of primary/collateral securities are mentioned below.

a. Details of credit facilities.

Nature of Facility	Limit	Balance as on 23/12/2010.
1. Term Loan	Rs5000 Lakh	Rs51,28,50,791.00

(hereinafter collectively referred to as "the said term loan")

Detail of Securities. Primary Securities -(Paripasu first charge on Plant and Machinery and other project assets ie (2 X 42 + 1 X 42) MW Hydel based power project at Myntdu Leska, Meghalaya at a project cost of Rs 965.93 crore)

1. Collateral securities.

- (c) Details of Additional securities . 1. Guarantee of State Govt of Meghalaya and 2. Escrow account in the form of a current account with an average balance of Rs 3.00 crore from the existing revenue.

Whereas as per the original terms and conditions of the said term loan as agreed to by the Borrower/s and the guarantor/s, the principal amount of Rs5000.00 lakh (Rupees five thousand crores only) was to be repaid in 84 equal monthly instalments/ quarterly instalments starting from 29/10/2009, and the interest accrued thereon at the rate of 9.95% with monthly rest up to..(date) within a period of 96 months.

And Whereas at present a total amount of Rs 51,28,50,791.00.(Rupees Fifty one crore twenty eight lakhs fifty thousand seven hundred and ninety one only) together with interest @ 9.95 % per annum with monthly /quarterly rests from 30/09/2010, and other charges is outstanding and payable by the Borrower/s / Guarantor/s under the said term loan as on 30/09/2010, which amount is hereby acknowledged and confirmed by the Borrower/s / Guarantor/s and the guarantors.

For Meghalaya Energy Corporation Limited For Meghalaya Energy Corporation Limited

D P Wahlang
Director Finance

S. Jyngdoh
Chief Accounts Officer

Copy
For The Federal Bank Ltd

V.O. Pappachan
Chief Manager

Director Finance
The Federal Bank Ltd

Chief Accounts Officer
The Federal Bank Ltd

And Whereas the Borrower/s / Guarantor/s have not been in a position to repay or continue repayment of the said term loan as per the terms stipulated and agreed upon by the Borrower/s / Guarantor/s and they also failed to meet their commitments and obligations due to unavoidable circumstances as reported to by the Borrower/s / Guarantor/s and consequently the Borrower/s / Guarantor/s have requested the Bank to allow repayment of the said term loan in the manner detailed hereunder, under a rescheduling / restructuring programme and the bank has agreed to the request subject to the terms and conditions mentioned hereunder.

NOW IN CONSIDERATION OF THE ABOVE THE BORROWER/S / GUARANTOR/S HEREBY AGREE, UNDERTAKE AND DECLARE AS FOLLOWS:

1. The borrowers hereby agree that the amount due and payable by the Borrowers to the Bank together with interest under the term loan shall be treated as a fresh Term Loan (hereinafter called the "Term Loan") which shall be paid by the Borrowers to the Bank. The period of the Term loan shall be up to 31/03/2019 with a cushion period upto 31/03/2012. The loan amount is repayable in 84 equal monthly installments from 30/04/2012. The first of such installment shall be paid on 30/04/2012 and the repayment of the loan amount shall be as per the schedule furnished hereunder.

(Repayment of the Term Loan -

Period - Up to 31/03/2019,


Grace Period - Up to 31/03/2012

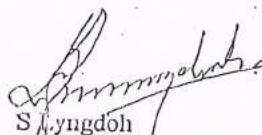
Repaymnt - In 84 equal monthly instalments after the grace period.

(First installment falls due on 30/04/2012)

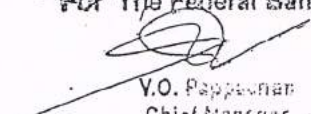
The borrower shall pay interest on the Term Loan at 3% above the base rate of the bank as fixed by the bank from time to time, subject to a minimum interest of 11% per annum at such other rate that the bank may from time to time stipulate. The present base rate of the bank is 8% and accordingly the borrower shall pay interest at the rate of 11% per annum with monthly rest, which is payable quarterly from 31/12/2011, subject to revision by Reserve Bank of India and /or the Bank from time to time.

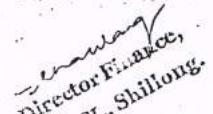
For Meghalaya Energy Corporation Limited For Meghalaya Energy Corporation Limited

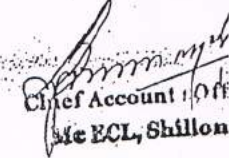

D P Wahlang
Director Finance

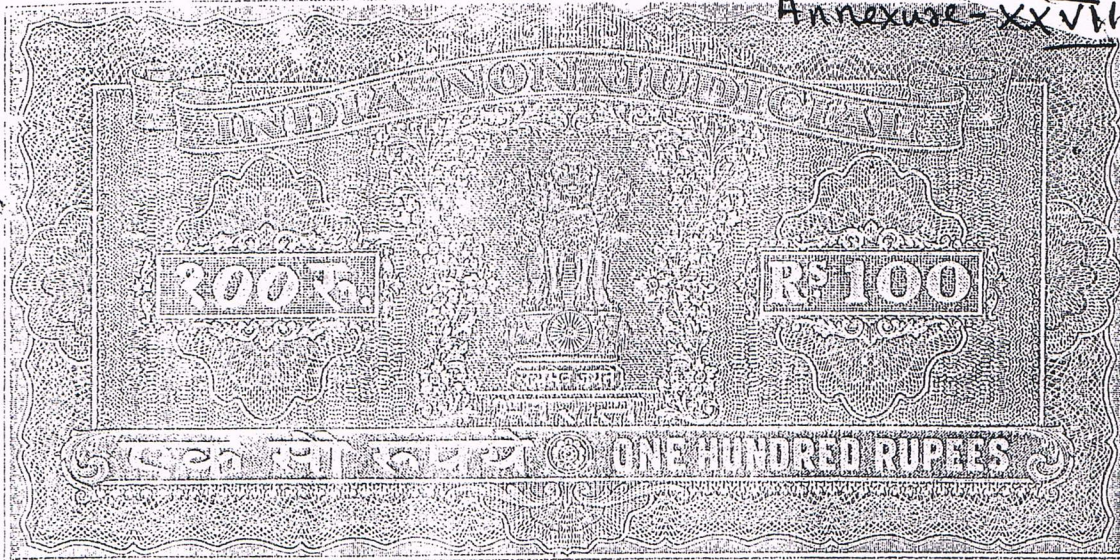

S. Jyngdoh
Chief Accounts Officer

Copy
For The Federal Bank Ltd


V.O. Pappan
Chief Manager


Director Finance,
Me ECL, Shillong.


Chief Account Officer
Me ECL, Shillong



TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT made at SHILLONG on this 10th day of August, 2010

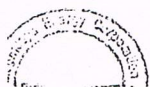
BETWEEN :

MEGHALAYA STATE ELECTRICITY BOARD, a Board constituted under Section 5 of the Electricity (Supply) Act, 1948 by the Government of Meghalaya vide notification no PE/304/74 dated 21.12.1974 and now as MEGHALAYA ENERGY CORPORATION LIMITED a corporation registered and Incorporated under the Companies Act, 1956 (No.1 of 1956) with Ministry of Corporate Affairs and governed by guidelines of Electricity Act, 2003 and having its registered office at Lum Jingshal, Short Round Road, SHILLONG - 793 001, in the State of Meghalaya, represented by Director Finance hereinafter referred to as the "Corporation" or "MeECL" (which expression shall, unless it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART;

The Governor of Meghalaya represented by Power Department, GOVERNMENT OF MEGHALAYA, an Officer authorised under Article 299 (1) of Constitution of India, hereinafter referred to as "GOME" (which expression shall unless it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors) of the SECOND PART ;

AND

CANARA BANK, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at 112, J.C.Road, Bangalore - 560 002 and its Executor, Trustee & Taxation Section at 51, Stock Exchange Towers, 1st Cross, J.C.Road, Bangalore - 560027, represented by Mr. V.R. Pattabhi Ramalah, Chief Manager (hereinafter referred to as "BOND TRUSTEES" or



[Handwritten signature]

[Handwritten signature]

5 B. TRUSTEES TO ASSUME COMPLIANCE :

The Trustees would not be required to ascertain whether any internal procedures consents including permissions required from the Government of Meghalaya have been obtained by MeSEB (now MeECL). The Trustees would assume such compliance.

6. MeSEB (now MeECL) CONFIRMATIONS :

MeSEB (now MeECL) hereby agrees, declares and confirms that during the subsistence of the bonds and the Trustee Agreement –

- a) The proceeds of the Bonds shall be utilized for the purpose of carrying out its functions as stated in the Memorandum of Private Placement.
- b) MeSEB (now MeECL) shall make payment to the Bondholders of all amounts of principal, interest and all other charges and expenses in respect of the Bonds on the service dates from out of its own funds and assets, as specified in the offer document and/or the Trustee Agreement.
- c) All amounts received by MeSEB (now MeECL) from GOMe under this Agreement towards servicing the Bonds shall be directly deposited only in the Designated Account as specified in the Memorandum of Private Placement and this Agreement.
- d) All withdrawals from the Designated Account except such withdrawals as may be required for servicing of Bonds as stated in this Agreement shall be made only after obtaining prior written approval of the Trustees.
- e) MeSEB (now MeECL) shall not open any account other than the Designated Account or establish any other mode for the servicing of Bonds and shall not close or create any charge, encumbrance or lien of any nature whatsoever in favour of any person on the



[Signature]
Director, Finance

for CANARA BANK

[Signature]

Designated Account opened under the provisions of this Agreement until the tenure of the Bonds / clearance of dues on Bonds.

- f) MeSEB (now MeECL) shall credit adequate funds in the designated account for servicing the Bonds on forthcoming due date.
- g) As and when funds are credited in the designated account, MeSEB (now MeECL) and / or the designated bank shall send to the Trustees an intimation regarding the balance of funds in the designated account.
- h) MeSEB (now MeECL) shall dispatch all cheques for interest and / or principal payments, 7 days prior to the Service Date and shall immediately send written confirmation to the Trustees.
- i) MeSEB (now MeECL) shall comply with the covenants and conditions in the Trustee Agreement and this Agreement.
- j) MeSEB (now MeECL) shall duly observe and perform all the terms and conditions and covenants and stipulations in respect of the said Bonds as applicable and shall not commit any fresh breach or default thereof.
- k) **Interest:** The Bonds shall carry interest at the rate of 11.40% per annum payable half yearly from the Deemed Date of Allotment till maturity (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof, for which a certificate will be issued by the Company). Interest accruing upto every 6 months will be paid on 18th May and 18th November every year. The last interest payment will be on redemption.



Shawling
 Director, Finance,
 Ministry of Finance.

For CANARA BANK
 11/11

[Signature]
 11/11

5 B. TRUSTEES TO ASSUME COMPLIANCE :

The Trustees would not be required to ascertain whether any internal procedures consents including permissions required from the Government of Meghalaya have been obtained by MeSEB. The Trustees would assume such compliance.

6. MESEB CONFIRMATIONS :

MeSEB hereby agrees, declares and confirms that during the subsistence of the bonds and the Trustee Agreement -

- a) The proceeds of the Bonds shall be utilized for the purpose of carrying out its functions as stated in the Memorandum of Private Placement.
- b) MeSEB shall make payment to the Bondholders of all amounts of principal, interest and all other charges and expenses in respect of the Bonds on the service dates from out of its own funds and assets, as specified in the offer document and/or the Trustee Agreement.
- c) All amounts received by MeSEB from GOME under this Agreement towards servicing the Bonds shall be directly deposited only in the Designated Account as specified in the Memorandum of Private Placement and this Agreement.
- d) All withdrawals from the Designated Account except such withdrawals as may be required for servicing of Bonds as stated in this Agreement shall be made only after obtaining prior written approval of the Trustees.
- e) MeSEB shall not open any account other than the Designated Account or establish any other mode for the servicing of Bonds and shall not close or create any charge, encumbrance or lien of any nature whatsoever in favour of any

Member Finance
Meghalaya State Electricity Board
Shillong

(Signature)
(Official Stamp)
Under Secretary
Govt. of Meghalaya
Shillong

(Signature)
(Official Stamp)
Joint Secretary
Govt. of Meghalaya
Shillong

person on the Designated Account opened under the provisions of this Agreement until the tenure of the Bonds / clearance of dues on Bonds.

- f) MeSEB shall dispatch all cheques for interest and / or principal payments, 7 days prior to the Service Date and shall immediately send written confirmation to the Trustees.
- g) MeSEB shall comply with the covenants and conditions in the Trustee Agreement and this Agreement.
- h) MeSEB shall duly observe and perform all the terms and conditions and covenants and stipulations in respect of the said Bonds as applicable and shall not commit any fresh breach or default thereof.
- i) **Interest :** The Bonds shall carry interest at the rate of 9.90% per annum for Option I Bonds and 9.95% per annum for Option II Bonds payable half yearly from the Deemed Date of Allotment till maturity (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof, for which a certificate will be issued by the Company). Interest accruing upto every 6 months will be paid on 17th April and 17th October every year. The last interest payment will be on redemption.
- j) **Redemption :** The Bonds shall be redeemed at par at the end of the 10th year from the date of allotment. The end of the year will be calculated from the date of allotment of the Bonds.
- k) **Put Option:** An Option I Bondholder shall have the right to "Put" the Bonds, i.e. get them redeemed at par at the end of the 7th year from the Deemed Date of Allotment. For availing of the facility, the Bondholder shall forward the request in

Member Finance
Meghalaya State Electricity Board
Shillong

Under Secretary
Govt. of Meghalaya
Power etc. Dept.

For Secretary to the Board
For Chairman Board
For Secretary to the Board
For Secretary to the Board