

ADDENDUM NO. I TO THE BID PROCESS DOCUMENT HPVL AVAILABLE ON WEBSITE OF PROCESS ADVISOR (PNB INVESTMENT SERVICES LIMITED) UNDER “LATEST ON PNBISL-INVITATION FOR EOI FOR SALE/ASSIGNMENT OF FINANCIAL ASSETS OF HELIOS PHOTO VOLTAIC LTD”.

With reference to the Document uploaded by us (“**BID PROCESS DOCUMENT HPVL**”), modification under Point No. IV: Details of Base Offer (Anchor Bid) is being issued. The prior version of the Bid Process Document read as follows:

Point No. IV: Details of Base Offer (Anchor Bid): Portion to be Modified Only

Particulars	Details
Financial Assets	<p>(i) All debt and receivables owed to the Lenders <u>and all claims and rights of the Lenders</u> under or in relation to the Facilities (including all amounts outstanding in relation to the Facilities under the Facility Documents, whether as principal, interest, redemption/ prepayment premium, default interest, any other costs, indemnities, expenses, amounts, payments and/or fees or otherwise but shall exclude any undisbursed commitment of the Lender under the Facility Documents);</p> <p>(ii) All security interest, contractual undertakings/ comforts, assurances, credit enhancements and guarantees created or provided by the borrower or any third party in favour of or for the benefit of the Lenders (including any exclusive security interest created in favour of any of the Lenders);</p> <p>(iii) All rights, claims and interest (including beneficial, incidental and ancillary rights and claims), and actionable claims, whether existing, future, accruing, conditional or contingent, in respect of such debt or receivables arising under the Facility Documents or otherwise under law; and</p> <p>(iv) Without prejudice to the generality of the foregoing, the rights and claims of the Lenders under the resolution plan/settlement agreement and any related documents in relation to the Facilities.</p>
Offer Price	<p>Rs.35.13 crore</p> <p>Combination of:</p> <p>15% security receipts to be subscribed by Anchor Investor (cash to be received by banks)</p> <p>85% Security Receipts to be subscribed by Lender Banks in proportion to the to the respective share in the outstanding debts assigned.</p> <p>The beneficiary/bank wise allocation of Security Receipts based on the sharing pattern in debt/ securities would be communicated by lead lender to Anchor Investor in due course along with the consent letter from the respective beneficiary/bank.</p>

Terms of the security receipts	Distribution of funds by the trust acquiring the Financial Assets	<p>(a) For payment of all statutory and regulatory dues, if any;</p> <p>Terms of the security receipts</p> <p>(b) Fee incurred in relation to any statutory guarantee(s) provided by the Government of India;</p> <p>(c) For the servicing of any debt incurred by the trust availed in accordance with the terms of the trust deed and the relevant offer document;</p> <p>(d) For payment of reimbursable costs and expenses incurred by the Acquirer, in accordance with the provisions of the offer document for the security receipts to be issued by Acquirer Trust / Trust Deed, Management Fee of the Trustee and Recovery Fee payable to the Trustee</p> <p>(e) On each payment date, for payment of the amounts to be distributed amongst the security receipt holders, as listed in the register of security receipt holders as on the record date corresponding to such payment date in accordance with the terms of the security receipts, this declaration and the offer document till the redemption of all security receipts issued pursuant to the declaration.</p>
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The same has been modified and shall now be read as:

Point No. IV: Details of Base Offer (Anchor Bid): Modified Portion Only

Particulars	Details
Financial Assets	<p>(i) All debt and receivables owed to the Lenders under or in relation to the Facilities (including all amounts outstanding in relation to the Facilities under the Facility Documents, whether as principal, interest, redemption/prepayment premium, default interest, any other costs, indemnities, expenses, amounts, payments and/or fees or otherwise but shall exclude any undisbursed commitment of the Lender under the Facility Documents);</p> <p>(ii) All security interest, contractual undertakings/ comforts, assurances, credit enhancements and guarantees created or provided by the borrower or any third party in favour of or for the benefit of the Lenders (including any exclusive security interest created in favour of any of the Lenders);</p> <p>(iii) All rights, claims and interest (including beneficial, incidental and ancillary rights and claims), and actionable claims, whether existing, future, accruing, conditional or contingent, in respect of such debt or receivables arising under the Facility Documents or otherwise under law; and</p>

	(iv) Without prejudice to the generality of the foregoing, the rights and claims of the Lenders under the resolution plan/settlement agreement and any related documents in relation to the Facilities.	
Offer Price	<p>Rs.35.13 Crore to be paid from the sources of Security Receipts comprising of:</p> <p>15% Security Receipts to be subscribed by Anchor Investor (cash to be received by banks)</p> <p>85% Security Receipts to be subscribed by Lender Banks in proportion to the respective share in the outstanding debts assigned.</p> <p>The beneficiary/bank wise allocation of Security Receipts based on the sharing pattern in debt/ securities would be communicated by lead lender to Anchor Investor in due course along with the consent letter from the respective beneficiary/bank.</p>	
Terms of the security receipts	Distribution of funds by the trust acquiring the Financial Assets	<p>(a) For payment of all statutory and regulatory dues, if any;</p> <p>(b) Fee incurred in relation to any statutory guarantee(s) provided by the Government of India;</p> <p>(c) For the servicing of any debt incurred by the trust availed in accordance with the terms of the trust deed and the relevant offer document;</p> <p>(d) For payment of reimbursable costs and expenses incurred by the Acquirer, in accordance with the provisions of the Offer Document for the security receipts to be issued by Acquirer Trust / Trust Deed, Management Fee of the Trustee and Recovery Fee payable to the Trustee</p> <p>(e) On each payment date, for payment of the amounts to be distributed amongst the security receipt holders, as listed in the register of security receipt holders as on the record date corresponding to such payment date in accordance with the terms of the security receipts, this declaration and the offer document till the redemption of all security receipts issued pursuant to the declaration.</p>

This Addendum No. I to the Bid Process Document HPVL shall form part of the Bid Process Document HPVL and the bidders shall have been deemed to have read and understood this Addendum No. I to the Bid Process Document HPVL prior to submitting their bid.