



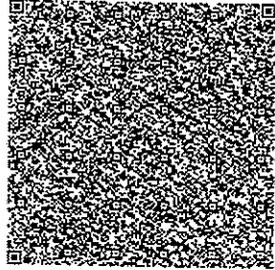
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL56789847923527P
Certificate Issued Date : 10-Mar-2017 11:54 AM
Account Reference : NONACC (BK)/ dl-corpbk/ CORP GKAILASH/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-CORPBK14124436675980P
Purchased by : RELIANCE HOME FINANCE LIMITED
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : RELIANCE HOME FINANCE LIMITED
Second Party : CATALYST TRUSTEESHIP LIMITED
Stamp Duty Paid By : RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.) : 6,000
(Six Thousand only)



Please write or type below this line

This stamp paper shall form an integral part of this
unattested deed of hypothecation dated March 24th, 2017,
executed by Reliance Home Finance Limited in favour of
Catalyst Trusteeship Limited.



For CATALYST TRUSTEESHIP LIMITED

[Signature]
Authorized Signatory

VO 0005401122

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholessstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

UNATTESTED DEED OF HYPOTHECATION

THIS UNATTESTED DEED OF HYPOTHECATION (hereinafter referred to as the "Deed") is made at New Delhi on this 24th day of March, 2017 by:

RELIANCE HOME FINANCE LIMITED, a company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai- 400055 and acting for the purposes of this Deed and the arrangement contemplated herein through its branch office at Dev House 260-261, Tribhuvan Complex, Ishwar Nagar, New Friends Colony West, New Delhi- 110065 (hereinafter referred to as the "**Borrower**" / "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors in office and permitted assigns, from time to time) of the **ONE PART**;

IN FAVOUR OF

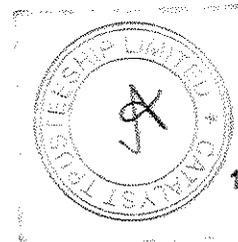
CATALYST TRUSTEESHIP LIMITED (formerly known as GDA Trusteeship Limited), a company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 and acting for the purposes of this Deed and the arrangement contemplated herein through its office at B-22, Ansal Chambers-1, 3 Bhikaji Kama Place, New Delhi - 110 066 (hereinafter referred to as the "**Security Trustee**" / "**Trustee**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns, from time to time) acting as Security Trustee for the benefit of the lenders described in Schedule 1(A) hereunder of the **OTHERPART**.

The Borrower and the Security Trustee shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. With a view to raise debt to augment its working capital requirement, the Borrower has availed of credit facilities, as detailed in Schedule 1(B) and proposes to avail of credit facilities, from time to time.
- B. To secure the obligations of the Borrower in relation to certain of the said facilities, the Borrower has created/ agreed to/ will agree to create a charge by way of hypothecation over the Receivables (as defined hereinafter) and book debts of the Company but excluding those receivables charged/ to be charged in favour of National Housing Bank (NHB) for refinance availed/ to be availed from NHB, to be shared on a first *pari passu* basis *inter se*. For the purpose of creation of the said security interest, the Borrower has appointed the Security Trustee, as such, for holding the said security interest in favour of all the lenders (who are getting a security interest over the Hypothecated Assets) in terms of the appointment letter dated January 19, 2016.

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- C. The lenders of the Borrower, who currently have a security interest over the Hypothecated Assets, which is being shared on a *pari passu* basis, and who have agreed that the security interest can from the date of execution of this Deed be held by the Security Trustee for their benefit (hereinafter referred to as the "Current Lenders"), has been identified in Schedule 1 (A) herein as well as in the security trustee agreement dated March 24, 2017, entered into by and between the Borrower, the Security Trustee and the Lenders (hereinafter referred to as the "Security Trustee Agreement").
- D. In terms of the Security Trustee Agreement, the Parties and the Current Lenders have agreed that any person who makes available additional credit facilities to the Borrower, against the security of the Hypothecated Assets, shall also be entitled to accede to the security arrangement in the manner set out in the Security Trustee Agreement and avail the benefit of the security created herein.
- E. The Security Trustee has now called upon the Borrower to create the hypothecation over the Hypothecated Assets and the Borrower has agreed to do so upon the terms and conditions hereinafter appearing.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these presents unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings:

"**Applicable Law**" includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government and any modifications or re-enactments thereof in India;

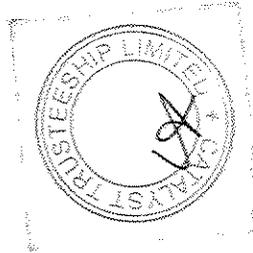
"**Credit Facility Agreements**" shall initially mean the Current Credit Facility Agreements as detailed in Schedule 1(C) and as and when any New Lender executes the Deed of Adherence, the term 'Credit Facility Agreements' shall be deemed to mean and include the Current Credit Facility Agreements and all the facility agreements/ trust deeds/ trust cum mortgage deeds, identified as 'Credit Facility Agreements' under the Deed of Adherence(s);

"**Deed of Adherence**" shall mean the deed of adherence, which shall be executed substantially in the format set out in **Schedule 2** of Security Trustee Agreement;

"**Event of Default**" shall mean with reference to each Lender, the occurrence of an event which is described as an event of default under the provisions of the Credit Facility Agreements entered into by the said Lender;

"**Excluded Receivables**" shall mean such portion of the Receivables which are classified as Excluded Receivables in accordance with Clause 8.2(e) herein;

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"Facilities" shall initially mean the Current Facilities, granted by Current Lenders as detailed in Schedule 1(B) and as and when any New Lender executes the Deed of Adherence, the term 'Facilities' shall be deemed to mean and include the Current Facilities and all the 'Facilities' made available by the New Lender(s) and identified in the Deed of Adherence(s). The Facilities may be availed of by the Borrower in the form of loans, cash credit, working capital demand loan, overdrafts or in such other manner as is customarily understood to be a manner of financing;

"Hypothecated Assets" shall mean the Receivables and the book debts of the Borrower, to be charged hereunder and shared on a *pari passu* basis, provided however that the term 'Hypothecated Assets' shall not include any investments made by the Borrower pursuant to any regulatory requirements;

"Hypothecation Security Documents" shall mean this Deed, the Security Trustee Agreement, necessary power of attorney, and all such other documents as may be required for perfecting the hypothecation over the Hypothecated Assets in favour of the Security Trustee for the benefit of the Lenders (and their successors and assigns from time to time);

"Lenders" shall initially mean the Current Lenders as detailed in Schedule 1(A) written hereunder and upon any New Lender acceding to the Security Trustee Agreement by executing the Deed of Adherence, the term 'Lenders' shall be deemed to mean and include the Current Lenders and all such New Lenders who have acceded to the Security Trustee Agreement by executing the Deed of Adherence to the Security Trustee Agreement;

"New Lender" shall mean any Person who makes/ has made available any credit facilities to the Borrower against the security of *inter alia* the Hypothecated Assets, by making available any form of financing, including loans, to the Borrower;

"New Non-acceding Lender" shall have the meaning assigned to the term in Clause 3.3(b) herein;

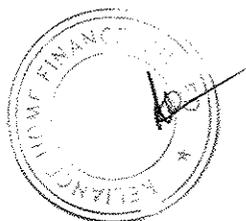
"Non-acceding Lenders" shall collectively mean the Current Non-acceding Lender, as detailed in Schedule 2 herein, and the New Non-acceding Lenders;

"Receivables" shall mean all monies and amounts owing to or received by or receivable by the Borrower, both present and future (whether under any loan receivables documents executed by the Borrower, insurance proceeds or otherwise whether such monies receivable are retained in any of the accounts of the Borrower or otherwise) along with the benefit of underlying securities and all estate, benefit, property, rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to or in respect of all the aforesaid amounts and underlying securities, both present and future; provided however this shall not include any Excluded Receivables (including those receivables charged/ to be charged in favour of National Housing Bank (NHB) for refinance availed/ to be availed from NHB) and any Securitised Receivables;

"Receiver" shall have the meaning assigned to such term in Clause 9.3 (*General Enforcement Powers*) below;

"Secured Assets" shall have the meaning assigned to such term in Clause 2.1 hereto;

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"**Secured Obligations**" shall mean and refer to all the obligations undertaken at present and in future by the Borrower in terms of the Credit Facility Agreements including the obligation to repay the Facility amount and make payment of interest/ coupon/ fees/ any other charges and expenses in relation thereto;

"**Securitized Receivables**" shall have the meaning ascribed to the term in Clause 8.3(d) herein;

"**Security Trustee Agreement**" shall have the meaning assigned to such term in Recital C;

1.2 Interpretation

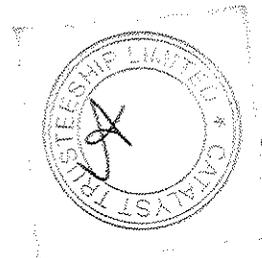
In this Deed, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) the pronouns "he", "she", "it" and their cognate variations are used as interchangeable and should be interpreted in accordance with the context;
- (c) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; however clauses specifically applicable to a company or body corporate shall not apply to any other entity;
- (d) headings and bold typeface are inserted/ used for convenience only and shall not affect the construction of this Deed;
- (e) references to the word "include" or "including" shall be construed without limitation;
- (f) recitals of and schedules and annexure to this Deed shall form an integral part hereof;
- (g) references to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) Words and expressions contained herein but not defined shall have the meanings assigned to them in the Security Trustee Agreement.

2. CHARGE AND RANKING

- 2.1 In pursuance of the terms of the Security Trustee Agreement, and in consideration of the Lenders herein making available/ agreeing to make available the Current Facilities, which comprises of (i) term loan facilities aggregating to Rs. 5370,00,00,000/- (Rupees Five Thousand Three Hundred Seventy Crore Only) current principal outstanding of which term loan facilities aggregate to Rs. 4113,32,00,000/- (Rupees Four Thousand One Hundred Thirteen Crore and Thirty Two Lakhs only) as on March 08, 2017; and (ii) cash credit facilities/ working capital demand loan of Rs. 425,00,00,000/- (Rupees Four Hundred Twenty Five Crore only) from which cash credit facilities no monies has been drawn as on March 08, 2017, the Borrower, as

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the sole legal and beneficial owner of the Hypothecated Assets, does hereby hypothecate and charge to the Security Trustee, acting in trust for, on behalf of and for the benefit of the Lenders, by way of a first ranking *pari passu* charge all right, title, interest, benefit, claims and demands of the Borrower, in, to, or in respect of, the Hypothecated Assets (the "Secured Assets") as continuing security for the discharge by the Borrower of the Secured Obligations TO HAVE AND TO HOLD all and singular the Secured Assets, present and future, unto and to the use of the Security Trustee, acting in trust for, on behalf of and for the benefit of the Lenders. For the sake of abundant caution, it is clarified that even though no monies have been availed from the cash credit facilities granted to the Borrower, however the charge created over the Secured Assets shall secure such sanctioned cash credit facilities/ working capital demand loan aggregating to Rs. 425,00,00,000/- (Rupees Four Hundred Twenty Five Crore only).

- 2.2 The charge created over the Secured Assets in the manner aforesaid, shall be a first *pari passu* charge in favour of the Security Trustee, for the benefit of the Lenders, shared *pari passu inter se*.
- 2.3 The Borrower hereby agrees with the Security Trustee, acting for the benefit of the Lenders, that it shall abide by the terms and conditions contained in the Credit Facility Agreements as may be modified or amended or varied and in force from time to time during the tenure of these presents. These presents shall be read in conjunction with the Credit Facility Agreements and shall be construed accordingly. In the event of any inconsistency or repugnancy between this Deed and the Credit Facility Agreements, the Credit Facility Agreements shall prevail to all intents and purposes other than in respect of the security interests created over the Hypothecated Assets, in relation to which the Hypothecation Security Documents shall prevail.
- 2.4 The Borrower agrees to pay/ repay to the Lenders the principal amounts and all other monies in connection therewith in accordance with the Credit Facility Agreements. The Borrower agrees with the Security Trustee, that so long as the Facilities and or any portion thereof shall remain outstanding or unpaid, the Borrower shall pay to the Lenders interest and commission at the rates per annum as indicated in the respective Credit Facility Agreements or other security agreements.

3. USE OF THE SECURED ASSETS

- 3.1 The Borrower hereby declares that the Secured Assets shall at all times be the absolute property of the Borrower and shall be at the sole disposal of the Borrower in accordance with the Hypothecation Security Documents. Other than the Security Interest created pursuant to this Deed and security created in favour of other creditors who have not acceded to this arrangement, the Secured Assets shall be free from any charge, trust, pledge, lien, claim or encumbrance created after the execution of this Deed, upto the Final Settlement Date.
- 3.2 Notwithstanding anything contained in Clause 3.1 above, so long as no Event of Default has occurred, the Borrower shall without prejudice to its obligations under Clause 9 (*Enforcement of the Charge*) below, be entitled to hold and enjoy the Secured Assets and to deal with the same in the ordinary course of the business in such manner as the Borrower may deem fit, including to sell, call in, collect, charge, convert, substitute, exchange, deal with or exercise any right in respect of all or any of the Secured Assets on such terms and for such consideration as the Borrower may deem fit, provided however the Borrower maintains the Minimum Security Cover

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at all times. Upon the happening of any Event of Default, the Security Interest shall convert from floating charge to fixed charge on the Hypothecated Assets in the books of the Borrower as on that date, and become enforceable and the Security Trustee shall (on the instructions of the Lenders) realise or enforce the Security Interest over the Secured Assets or any part thereof as per the terms and conditions of this Deed.

3.3 For so long as the Borrower is maintaining the Minimum Security Cover, the Borrower shall be entitled to create a further charge on the Security Property for the benefit of its creditors, from time to time, on a *pari passu* basis with the then existing Lenders, subject to the Borrower following the process set out hereinbelow:

(a) In the event that the person in whose favour the additional charge is being created over the Hypothecated Assets plans to accede to the Security Trustee Agreement, then all provisions set out in the Security Trustee Agreement for such accession shall be complied with and upon completion thereof, including execution of the Deed of Adherence to the Security Trustee Agreement, the said lender shall *ipso facto* become a Lender for the purposes of this Deed and become a first charge holder in respect of the Hypothecated Assets, to be shared on a *pari passu* basis with the other Lenders in accordance with the terms of the Hypothecation Security Documents.

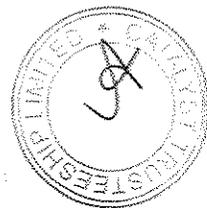
(b) In the event that the person in whose favour the additional charge is being created over the Hypothecated Assets, does not plan to accede to the Security Trustee Agreement (hereinafter referred to as the "**New Non-acceding Lender**"), then the Borrower will have to issue a notice to the Security Trustee, in writing, setting out details of the New Non-acceding Lender, the facility being made available, the duration of the facility and the security cover covenanted with the New Non-acceding Lender (hereinafter referred to as the "**New Non-acceding Lender Notice**"). Once the Security Trustee receives the New Non-acceding Lender Notice, if it is satisfied that: (1) by extending the charge over the Hypothecated Assets for the benefit of the New Non-acceding Lender there is no breach in the Minimum Security Cover being made available to the Lenders; and (2) at the said time no Event of Default has occurred and is subsisting, then it may issue a no-objection certificate to the Borrower, without having to consult with or procure consent of the Lenders, granting permission to create a *pari passu* charge over the Hypothecated Assets in favour of or for the benefit of the New Non-acceding Lender subject to the said New Non-acceding Lender issuing a similar *pari passu* letter in favour of the Security Trustee, for the benefit of the Lenders.

(c) In the event that the Security Trustee issues any such confirmation to the New Non-Acceding Lender, the Security Trustee shall forthwith (and in no event later than 15 (Fifteen) Business Days therefrom) forward a copy of the same to all the Lenders.

4. INFORMATION

4.1 The Borrower shall, whenever required by the Security Trustee, give full particulars to the Security Trustee of the Secured Assets and shall furnish and verify all statements, reports, certificates and information from time to time as reasonably required by the Security Trustee in relation to the Secured Assets, including copies evidencing payment of stamp duty and other charges in connection with this Deed and shall make, furnish and execute all necessary

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documents to give effect to the Security Interest.

- 4.2 The Security Trustee or nominees appointed by the Security Trustee shall, with reasonable notice, be entitled during the regular working hours of the Borrower, to enter into any place where the records relating to the Secured Assets are stored and to take particulars of all or any part of Secured Assets or the records maintained in respect of the Secured Assets and check any statement, accounts, reports and information in relation to the Secured Assets and the Borrower shall render all reasonable assistance in this behalf.

5. **CONTINUING SECURITY**

- 5.1 Subject to the provisions of Clause 6 (Security) below, the Security Interest shall be a continuing security for discharge of the Secured Obligations and shall not be discharged, impaired or affected by any total or partial invalidity or unenforceability of the Deed or any of the other Hypothecation Security Documents or any provisions thereof or any change in the structure or organisation of the Borrower as a result of any change in law, insolvency of the Borrower or otherwise, including without limitation the winding up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Borrower with any other Borrower or take-over of the management of the Borrower.

6. **SECURITY**

6.1 **Release of Security**

On the Final Settlement Date for each Lender, the Security Trustee shall, at the request of the Borrower, and upon provision by the Borrower of either (a) a no-objection certificate of the relevant Lender; or (b) sufficient proof that the Secured Obligations in respect of that Lender have been discharged in full, release and discharge the Security Interest created for the benefit of the said Lender, and do all such acts, deeds and things and execute such documents as may be necessary for the purpose.

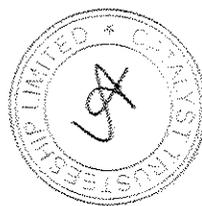
6.2 **Other Security**

This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Security Trustee and the Lenders may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other Person in respect of the Secured Obligations.

6.3 **Cumulative Powers**

The powers which this Deed confers on the Security Trustee and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under Applicable Law and/ or the Security Trustee Agreement, and may be exercised as often as the Security Trustee or the Receiver thinks appropriate in accordance with these presents. The Security Trustee or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower acknowledges that the respective powers of the Security Trustee and the Receiver shall in no

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circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Security Trustee or the Receiver, as relevant.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Borrower hereby represents and warrants to the Security Trustee as follows:

- (a) the Borrower is absolutely entitled to the Secured Assets and that the Secured Assets or any part thereof is not subject to any lien, hypothecation, charge or other encumbrance (except the Security Interest created for the benefit of the Lenders and the charge created for the benefit of the Non-acceding Lenders on a *pari passu* basis *inter se*);
- (b) the Borrower shall ensure that the Minimum Security Cover is maintained, at all times during the term of this Deed;
- (c) the Borrower shall take all necessary and requisite actions, including the making of all filings with the relevant authorities including the Registrar of Companies within the period(s) permitted under Applicable Law, in order to perfect the Security Interest created by the Borrower;
- (d) this Deed has been duly and validly executed and delivered by the duly authorised representatives of the Borrower and constitutes legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its terms;
- (e) the execution, delivery and performance by the Borrower of this Deed and the acts and transactions contemplated hereby and thereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (i) any law to which the Borrower is subject to; or
 - (ii) any order, judgment or decree applicable to the Borrower; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which the Borrower is a party or by which the Borrower is bound.
- (f) all information set forth in this Deed and other related deeds and documents and all information furnished by the Borrower to the Security Trustee, in writing, is true and correct to the best of its knowledge and is not/ shall not be misleading whether by reason of omission to state a material fact or otherwise.

7.2 The Borrower or any person acting on behalf of the Borrower shall not do any act or abstain from doing any act that would diminish, alter or adversely impact the right of the Security Trustee hereby conferred and the Borrower shall keep the Secured Assets distinct and separate from other properties of the Borrower until Final Settlement Date.

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7.3 The Borrower shall, at all times, during the continuance of these presents and the security hereby created, duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Borrower in respect of the Secured Assets and shall prevent any part of such Secured Assets from becoming charged with the payment of any imposts, duties and taxes lawfully payable by the Borrower.

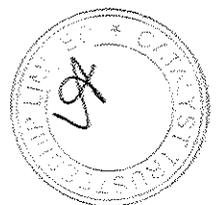
7.4 The Borrower shall execute all such deeds, documents and assurances and do all such acts and things as the Security Trustee may reasonably require for exercising the rights, powers and authorities hereby conferred on the Security Trustee for effectuating, perfecting and completing the Security Interest hereby created and shall, from time to time and at all times, after the Security Interest hereby constituted shall become enforceable upon the happening of an Event of Default, execute and do all such deeds, matters, documents, acts and things as are necessary for the realisation of the Security Interest, and in particular the Borrower shall execute all transfers, assignments and assurances of the Security Interest, in favour of the Security Trustee or its nominees/ representatives and assigns.

8. MAINTENANCE OF SECURITY COVER/ EXCLUDED RECEIVABLES/ SECURITISED RECEIVABLES

8.1 Minimum Security Cover

- (a) Pursuant to the terms of the security arrangement contemplated herein, the Borrower proposes to avail of indebtedness against the security of the Hypothecated Assets to the extent that the value of the Hypothecated Assets is sufficient to provide the required security for all the Facilities.
- (b) Without prejudice to the above, the Borrower shall ensure that on and from the date hereof till the date on which this Agreement is terminated, that the minimum security cover as stipulated in the relevant sanction letters and/ or Credit Facility Agreements entered in to with the respective Lenders is maintained ("**Minimum Security Cover**") which Minimum Security Cover shall be calculated as per formula set out in Clause 8.1(c) below.
- (c) For the purposes of determining whether the Hypothecated Assets are sufficient to meet the Minimum Security Cover, the following formula shall be used:
 - (i) The aggregate amount/ value of each Facility made available by the Lenders and the Non-acceding Lenders on the basis principal amount outstanding shall be identified ("**A**");
 - (ii) The minimum security cover assured for the said facilities shall be identified ("**B**");
 - (iii) The aggregate amount/ value arrived at upon multiplying A with B shall be identified ("**C**");
 - (iv) The aggregate of '**C**' (for all the facilities) should be lower than the aggregate amount/ value of the Hypothecated Assets.
- (d) In the event the value of the Hypothecated Assets gets diminished and the Borrower is

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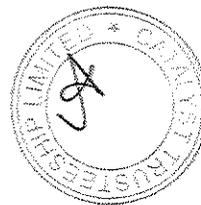
unable to maintain the Minimum Security Cover in accordance with the terms of this Deed, the Borrower shall within 15 (Fifteen) days from the date of receipt of notice from the Security Trustee of the same, provide such additional security so as to ensure that the value of the Hypothecated Assets is sufficient to maintain the Minimum Security Cover. Failure to restore the Minimum Security Cover within 15 (Fifteen) days from the date of receipt of notice as stated aforesaid shall be an Event of Default under this Deed and the Credit Facility Agreements.

- (e) On or before the 20th day of every month, the Borrower shall submit to the Security Trustee (with a copy marked to all the Lenders) a statement, setting out the details of all the Hypothecated Assets of the Borrower.
- (f) Additionally, the Borrower shall provide a certificate to the Security Trustee, from an independent chartered accountant within 10 (Ten) Business Days from the end of every financial quarter, certifying: (i) that the value of the Hypothecated Assets is adequate/ suitable to maintain the Minimum Security Cover (even after any New Lender being inducted into this arrangement); and (ii) the maximum additional indebtedness that can be availed of by the Borrower without the Borrower breaching the covenant regarding Minimum Security Cover. Upon receipt of the said certificate, the Security Trustee shall forthwith (and in no event later than 15 (Fifteen) Business Days therefrom) forward a copy of the same to all the Lenders.

8.2 Excluded Receivables

- (a) The Borrower hereby confirms that currently there are no Receivables over which specific charge has been created however, in event that at any time in the future, if the Borrower has to offer any part of the Receivables as security on an exclusive basis in favour of another lender (including any lender making available facilities through subscribing to non-convertible debentures being issued by the Borrower or any refinancing being availed from National Housing Bank), the said Receivables may be excluded from the security arrangement contemplated herein in accordance with the provisions of this Clause 8.2.
- (b) The Borrower shall, upon any lender (or lenders, including any lender making available facilities through subscribing to non-convertible debentures being issued by the Borrower or any refinancing being availed from National Housing Bank) requiring an exclusive charge to be created in their favor, or in favor of a trustee appointed on their behalf, over certain portion of the Receivables, issue a written notice to the Security Trustee, with a copy marked to the Lenders, ("**Receivables Exclusion Notice**"), setting out the details of the Receivables, which are proposed to be excluded from the security arrangement contemplated herein.
- (c) Upon receipt of the Receivables Exclusion Notice, the Security Trustee shall analyse whether the Receivables that will continue to be part of the security arrangement contemplated herein, after removing the Receivables identified in the Receivables Exclusion Notice, is sufficient to ensure that the Borrower continues to be in compliance with its covenant in relation to the Minimum Security Cover. For the purpose of this analysis, the Security Trustee shall be entitled to request the Borrower to provide a

Deed of Hypothecation

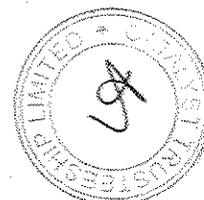


certificate from an independent chartered accountant confirming compliance with the Minimum Security Cover covenant even post removal of the Receivables identified in the Receivables Exclusion Notice.

- (d) In the event that the Security Trustee is satisfied that the Receivables that will continue to be part of the security arrangement contemplated herein, after removing the Receivables identified in the Receivables Exclusion Notice, is sufficient to ensure that the Borrower continues to be in compliance with its covenant in relation to the Minimum Security Cover, then the Security Trustee shall issue a written confirmation to the Borrower ("**NOC Confirmation**") stating that the Security Trustee, acting on behalf of the Lenders, has no objection to removal of the Receivables identified in the Receivables Exclusion Notice, from the security arrangement contemplated herein, and the said NOC Confirmation issued by the Security Trustee shall be binding on all the Lenders.
- (e) In the event that the Security Trustee issues the NOC Confirmation as aforesaid, all the Receivables in respect of which the Security Trustee has issued the NOC Confirmation, shall no longer form part of the security arrangement contemplated herein and all security interests of the Security Trustee/ Lenders in the said Receivables (hereinafter referred to as the "**Excluded Receivables**") shall *ipso facto* stand released.
- (f) Upon issuance of any NOC Confirmation, the Security Trustee shall forthwith (and in no event later than 15 (Fifteen) Business Days therefrom) forward a copy of the same, together with copy of the Receivables Exclusion Notice, to all the Lenders.

8.3 Securitised Receivables

- (a) In the event that at any time in the future, if the Borrower proposes to assign/ securitise any part of Receivables, the said Receivables may be excluded from the security arrangement contemplated herein in accordance with the provisions of this Clause 8.3.
- (b) The Borrower shall, upon deciding to assign/ securitise any Receivables, issue a written notice to the Security Trustee, with a copy marked to the Lenders, ("**Receivables Securitisation Notice**"), setting out the details of the Receivables, which are proposed to be assigned/ securitized and consequently excluded from the security arrangement contemplated herein.
- (c) Upon receipt of the Receivables Securitisation Notice, the Security Trustee shall analyse whether the Receivables that will continue to be part of the security arrangement contemplated herein, after removing the Receivables identified in the Receivables Securitisation Notice, is sufficient to ensure that the Borrower continues to be in compliance with its covenant in relation to the Minimum Security Cover. In the event that the Security Trustee is satisfied that the Receivables that will continue to be part of the security arrangement contemplated herein, after removing the Receivables identified in the Receivables Securitisation Notice, is sufficient to ensure that the Borrower continues to be in compliance with its covenant in relation to the Minimum Security Cover, then the Security Trustee shall issue a written confirmation to the Borrower ("**Securitisation Confirmation**") stating that the Security Trustee, acting on



behalf of the Lenders, has no objection to securitization of the Receivables identified in the Receivables Securitisation Notice, and the consequent removal of the said Receivables from the security arrangement contemplated herein, and the said Securitisation Confirmation issued by the Security Trustee shall be binding on all the Lenders.

- (d) In the event that the Security Trustee issues the Securitisation Confirmation as aforesaid, all the Receivables in respect of which the Security Trustee has issued the Securitisation Confirmation, shall no longer form part of the security arrangement contemplated herein and all security interests of the Security Trustee / Lenders in the said Receivables (hereinafter referred to as the "**Securitized Receivables**") shall *ipso facto* stand released.
- (e) Upon issuance of any Securitisation Confirmation, the Security Trustee shall forthwith (and in no event later than 15 (Fifteen) Business Days therefrom) forward a copy of the same, together with copy of the Receivables Securitisation Notice, to all the Lenders.

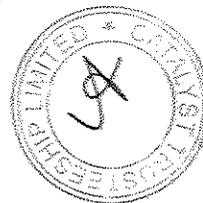
9. ENFORCEMENT OF THE CHARGE

9.1 On the occurrence of an Event of Default, the Security Trustee shall be entitled to take an Enforcement Action, subject to complying with all such terms and conditions in the Security Trustee Agreement, as is relevant for the purposes of taking such Enforcement Action. For the purposes of taking such Enforcement Action, the Security Trustee shall:

- (a) issue a notice for invoking the Security Interest to the Borrower ("**EOD Notice**") stating that an Event of Default has occurred and that the Security Trustee shall enforce the Security Interest, if the Borrower does not discharge the outstanding Secured Obligations within 15 (Fifteen) days of the receipt of the EOD Notice;
- (b) if the Borrower has failed to discharge the Secured Obligations, upon the receipt of the EOD Notice, within the time provided as per Clause 9.1(a) (Enforcement of the Charge) above, the Security Trustee shall be entitled to enforce the Security Interest, as provided for in Clause 9.3 (General Enforcement Powers) below;
- (c) all monies appropriated from the Secured Assets shall be utilised by the Security Trustee towards the payment of all the Secured Obligations, in the manner set out in the Security Trustee Agreement and any balance proceeds shall be returned by the Security Trustee to the Borrower.

9.2 The Borrower further confirms and acknowledges to the Security Trustee that the Security Trustee shall not be affected or be bound by any notice, express or implied, of the right, title or claim of any person to the moneys realised upon the enforcement of the Security Interest and the Security Trustee shall be entitled to appropriate the same in accordance with the provisions of the Security Trustee Agreement.

Deed of Hypothecation



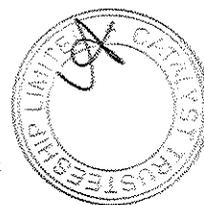
9.3 General Enforcement Powers

In the event that the Security Interest becomes enforceable as provided for in Clause 9.1 (*Enforcement of the Charge*) above, the **Security Trustee** shall be entitled to:

- (a) sell, call in, collect, convert into money or otherwise deal with or dispose of the Secured Assets or any part thereof without the intervention of court on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Security Trustee may consider fit;
- (b) exercise any and all powers which a Receiver could exercise hereunder or under the Security Trustee Agreement or under Applicable Law;
- (c) appoint by writing, any Person or Persons to be a receiver ("**Receiver**") of all or any part of the Secured Assets in accordance with Clause 9.4 (*Appointment of Receiver*) below;
- (d) take possession of the Secured Assets and after the taking of such action the Borrower shall take no action inconsistent with or prejudicial to the right of the Security Trustee to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever, and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise kept harmless and indemnified by the Borrower, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever;
- (e) take all such other action expressly or impliedly permitted under this Deed or under Applicable Law.

9.4 Appointment of Receiver

- (a) At any time after the occurrence of an Event of Default and when the Security Interest hereby created has become enforceable, as provided for in Clause 9.1 (*Enforcement of the Charge*) above, the Security Trustee may have a Receiver appointed in respect of the Secured Assets or any part thereof.
- (b) The following provisions shall apply to such Receiver:
 - (i) Unless otherwise directed by the Security Trustee, the Receiver shall have and exercise all powers and authorities vested in the Security Trustee;
 - (ii) Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions from time to time made and given by the Security Trustee;
 - (iii) The Security Trustee may, from time to time, fix the remuneration of such Receiver and the Borrower shall be liable for the payment of such remuneration;



- (iv) The Security Trustee may, from time to time and at any time, require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Security Trustee but the Security Trustee shall not be bound to require such security to be provided by the Receiver;
- (v) The Security Trustee may pay over to such Receiver any monies constituting part of the Security to the intent that the same may be applied for the purpose hereof by such Receiver and the Security Trustee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to perform his duties as such Receiver.

10. ACCESSION OF NEW LENDERS

- 10.1 As on the date of this Agreement, the Lenders shall comprise only of the Current Lenders.
- 10.2 As and when, any New Lender accedes to the Security Trustee Agreement in the manner set out therein, the New Lender shall, *ipso facto*, have all the rights and benefits available to the Current Lenders in terms of this Agreement and the Hypothecation Security Documents.

11. FURTHER ASSURANCES

The Borrower agrees and undertakes to execute such other deeds or documents and to perform such other acts as may be required by the Security Trustee to further perfect, protect and/ or enforce the Security Interest created hereunder.

12. SEVERABILITY

If any provision of this Deed is held to be illegal, invalid, or unenforceable under any present or future law (a) such provision will be fully severable; (b) this Deed will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Deed will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

13. WAIVER

Any term or condition of this Deed may be waived at any time by the Party that is entitled to the benefit thereof, subject to the condition that the Security Trustee, for this purpose, shall act with the prior consent of Lenders. No failure or delay on the part of the Security Trustee in exercising any power, right or remedy under this Deed shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Such waiver must be in writing and must be executed by an authorised officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Deed, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

Deed of Hypothecation



14. **NOTICES**

14.1 Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter or facsimile transmission (save as otherwise stated) or email and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission, when dispatched, or, in the case of a letter, 3 (Three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid; or, in the case of e-mail, when received, to such party at its address or facsimile number or e-mail address, specified herein or at such other address or facsimile number or e-mail address as such party may hereafter specify for such purposes to the other by notice in writing.

14.2 The particulars of each Party for the purposes of serving notices shall be as follows:

(a) **Borrower**

Attention : Sandip Parikh
Address : Reliance Home Finance Limited
Reliance Centre, 6th Floor, South Wing
Off Western Express Highway,
Santacruz (East), Mumbai- 400 055
Telephone : +91 22 3303 6000
Facsimile : +91 22 3303 6662
Email : rhfl.secretarial@relianceada.com

(b) **Security Trustee**

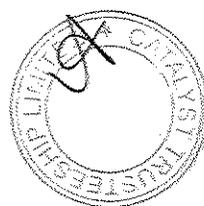
Attention : Vice-President
Address : Catalyst Trusteeship Limited,
83-87, 8th Floor, 'B' Wing, Mittal Tower, Nariman
Point, Mumbai-400 021
Telephone : +91 20 - 25280081
Facsimile : +91 20 - 25280275
Email : brindha.venkatraman@clttrustee.com

14.3 If a receipt of notice or other communication occurs before 2:00 pm on a Business Day, the notice shall be deemed to have been received on that day and, if the receipt occurs after 2:00 pm on a Business Day the notice shall be deemed to have been received on the next Business Day.

14.4 In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

14.5 This Clause 14 (Notices) shall survive the termination or expiry of this Deed.

Deed of Hypothecation



15. **GOVERNING LAW AND JURISDICTION**

- 15.1 This Deed shall be governed by and construed in accordance with the laws of India.
- 15.2 The Parties agree that the competent courts/ Tribunals at Delhi, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Hypothecation Security Documents and that accordingly, any suit, action or proceedings arising out of or in connection with the Hypothecation Security Documents including any action to be taken under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 may be brought in such courts or tribunals.
- 15.3 This Clause 15 (*Governing Law*) shall survive the termination of this Deed.

16. **ATTORNEY**

- 16.1 The Borrower hereby irrevocably appoints, the Security Trustee and each Receiver to be its attorney with full power of substitution and in its name or otherwise on its behalf to, sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be desirable or necessary or which the Security Trustee or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Borrower hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Secured Assets or the exercise of any rights in respect thereof or for giving to the Security Trustee the full benefit of the security interest created herein and so that the appointment hereby made shall operate to confer on the Security Trustee and the Receiver authority to do on behalf of the Borrower anything which it can lawfully do as its attorney and without prejudice to the generality of the foregoing the Borrower has appointed the Security Trustee, *inter alia* to:
- (a) execute and do all acts, deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained;
 - (b) generally use the name of the Borrower in the exercise of all or any of the powers conferred by these presents or by Applicable Law on the Security Trustee or any Receiver appointed by the Security Trustee; and
 - (c) execute on behalf of the Borrower such documents and Deeds as may be necessary to give effect to the provisions of this Deed and for the preservation, enforcement and realisation of the security interest created hereby.
- 16.2 The Security Trustee and/ or the Receiver shall exercise the powers conferred herein as per the Hypothecation Security Documents and in such an event the Borrower ratifies and confirms and agrees to ratify and confirm any Deed, instrument, act or thing which such attorney or substitute may execute or do.

17. **LIMITATION OF LIABILITY**

Subject to Applicable Law, neither the Security Trustee nor any Receiver shall be under any liability whatsoever, towards the Borrower or any other person for any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any

Deed of Hypothecation



of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Security Trustee. However this limitation on liability and protection shall not be applicable in case of gross negligence, fraud or wilful misconduct of the Security Trustee/ any Receiver.

18. EXPENSES

All reasonable costs, charges and expenses incurred/ payable in connection with this Deed and/ or the creation of charge on the Secured Assets as specified herein, or the enforcement thereof, and all other incidental transaction including without limitation, the payment of stamp duty and legal fees, shall be borne by the Borrower. In the event Lenders/ Security Trustee incur any of the said expenditure (without being obliged to do so) the borrower shall promptly reimburse the same, and until such reimbursement, the same shall be a charge on the Secured Assets.

19. INDEMNITY

The Borrower hereby agrees to indemnify and keep indemnified the Security Trustee and Lenders against any loss, damage, cost or expenses that they may incur or suffer, on direct and actual basis, in connection with this Deed and/ or Security Interest created in terms hereof and/ or pursuant to any breach/ default of any of the terms hereof by the Borrower.

The Security Trustee shall not be under any liability whatsoever towards the Borrower for any loss or damage to the Security Interest from or in whatever cause or manner arising thereof, unless caused by gross negligence or wilful misconduct or fraud of the Security Trustee or that of its officers or employees or assignee or agent. The Borrower shall at all times indemnify and keep indemnified the Security Trustee from and against all suits, proceedings, costs, charges, claims and damages whatsoever that may at any time arise or be brought or made by any person against the Security Trustee in respect of any act, matter and things lawfully done or caused to be done by the Security Trustee in connection with the Secured Assets or in pursuance of the rights and powers of the Security Trustee with any matter under this Deed.

20. LIABILITY TO LENDERS FOR DEFICIENCY

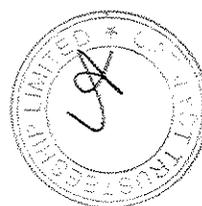
The Borrower shall remain liable to the Lenders for any deficiency occurring, arising or existing under the respective Credit Facility Agreements.

21. DISCLOSURE OF INFORMATION

21.1 The Borrower hereby agrees in case the Borrower commits default in the payment/ repayment of the Facilities and/ or in the payment of interest thereon on due date(s), then the Lenders and/ or the Reserve Bank of India shall have an unqualified right to disclose or publish the name of the Borrower or its directors as defaulter(s) in such manner and through such medium as the Lenders or the Reserve Bank of India in their absolute discretion may think fit. The Lenders may as well provide information about the advances to the Reserve Bank of India, the Enforcement Directorate, the Export Credit Guarantee Corporation, the Credit Information Bureau (India) Limited or any other statutory authorities as may be deemed necessary.

21.2 The Borrower, hereby agrees and gives consent for the disclosure by the Lenders of all or any

Deed of Hypothecation



such:

- (a) information and data relating to the Borrower, its promoters and director or directors as the Lenders may deem appropriate and necessary;
- (b) the information or data relating to any credit facility availed of/ to be availed of by the Borrower or its director or directors; and
- (c) default, if any, committed by the Borrower or its director or directors in discharge of its/ their obligations,

to the Credit Information Bureau (India) Limited and any other agency authorized in this behalf by the Reserve Bank of India.

22. COUNTERPARTS

This Deed may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.

23. ENTIRE AGREEMENT

This Deed supersedes all discussions and agreements (whether oral or written, including all correspondence) prior to the date of this Deed among the Parties with respect to the Hypothecated Assets under this Deed.

24. INCONSISTENCIES

In case of any ambiguity or inconsistency or differences in relation to the subject matter of this Deed, between this Deed and the Security Trustee Agreement, this Deed shall prevail.

25. TERMINATION

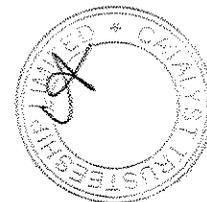
This Deed shall terminate simultaneously with the Security Trustee Agreement being terminated.

26. REPAYMENT OF FACILITY

Notwithstanding anything herein contained, the Borrower does hereby agree and undertake that repayment of the credit facilities to the respective Lenders along with interests applicable thereon shall always be the sole responsibility of the Borrower.

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Deed of Hypothecation

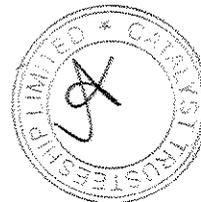


SCHEDULE 1: DETAILS OF CURRENT FACILITIES

Part A: Details of Current Lenders

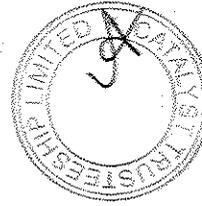
SN	Bank	Address
1.	Andhra Bank	9/15, Mama Parmanad Marg, Opera House, Mumbai 400004 Email Id :- bm0402@andhrabank.co.in, Tel :- 022- 23697780
2.	Axis Bank	CORPORATE BANKING BRANCH (CBB MUMBAI) 12 - Mittal Tower, First Floor, A - Wing, Nariman Point, Mumbai - 400 021 Tel :- 022- 22895132
3.	Bank of Bahrain & Kuwait	Bank of Bahrain and Kuwait B.S.C. 6-3-550, L B Bhawan, Akashganga, Somajiguda, Hyderabad-500 082. Email Id :- hyderabad@bbkindia.com, Tel :- 040-23398218
4.	Bank of Baroda	Corporate Financial Services, Branch,3,Walchand Hirachand Marg, 1st Floor, Ballard Pier, Mumbai – 400 001 Email Id :- CFSBAL@bankofbaroda.com, Tel :- 022- 43407318
5.	Bank of India	10th Floor, Chanderlok Building, Janpath, Near Tolstoy Marg, Opposite Hotel Imperial, New Delhi -110001. Email Id :- LargeCorporateBr.NewDelhi@bankofindia.co.in, Tel :- 011- 23461428
6.	Canara Bank	Specialised Prime Corporate Branch, Maker Chambers III, 7th Floor, Nariman Point, Mumbai - 400 021 Email Id :- cb1903@canarabank.com, Tel :- 022-22871110
7.	HDFC Bank	4th Floor, Tower B, Peninsula Business Park, Lower Parel, Mumbai 400013. Tel :- 022-33958000
8.	Karnataka Bank	294- A Haroon House, Perin Nariman Street, Behind RBI , Fort, Mumbai 400001 Email Id :- mum.cfb@ktkbank.com, Tel :- 022-22663725
9.	The Lakshmi Vilas Bank	Bharat House, 104, B S Marg. Mumbai 400 001 Email Id :- Mumbaifort_credit@lvbank.in, Tel :- 022-22672255
10.	Punjab & Sind bank	Punjab & Sind Bank, Large Corporate Branch, 27/29, Ambalal Doshi Marg, Fort, Mumbai -400023 Email Id :- psbfort.0385@gmail.com, Tel :- 022-22658721
11.	Punjab National Bank	Bhikhaji Cama Place Branch, New Delhi 110066. Email Id :- bo1988@pnb.co.in, Tel :- 011-26192856
12.	State Bank of Hyderabad	Corporate Finance Branch, 210 C-Wing, Mittal Tower, Nariman Point, Mumbai 400 021 Email Id :- narimanpoint@sbhyd.co.in, Tel :- 022-22843550
13.	State Bank of Patiala	Commercial Branch, Atlanta First Floor, Nariman Point Mumbai 400021 Email Id :- b5313@sbp.co.in , Tel :-022-22851775
14.	State Bank of Bikaner and Jaipur	Mid Corporate Branch Lower Parel, Welspun House, Ground Floor, Kamala City, Senapati Bapat Marg, Mumbai-400013 Email Id :- sbbj10278@sbbj.co.in, Tel :- 022-24923302
15.	Syndicate Bank	Plot No 227, Nariman Bhavan, Nariman Point, Mumbai- 400021 Email Id :- br.5037@syndicatebank.co.in, Tel :- 022-22852715
16.	The Jammu & Kashmir Bank Ltd.	79-AMehta House, Bombay Samachar Marg, Fort, Mumbai – 400 001 Email Id :- bombay@jkmail.com, Tel :- 022-66595971

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17.	UCO Bank	Flagship Corporate Branch, 1st Floor, Metatal Centre, Nariman Point, Mumbai - 400 021 Email Id :- mumfcc@ucobank.co.in, Tel :- 022-40549107
18.	United Bank Of India	Corporate Finance Branch, 2nd Floor, United Bank of India Building, 25, Sir Pheroz Shah Mehta Road, Fort, Mumbai- 400001. Email Id :- bmzcm@unitedbank.co.in, Tel :- 022-22020431
19.	Vijaya Bank	Corporate Banking Branch, Maker Chambers - IV, 222, Nariman Point, Rear Portion, Mumbai - 400021 Email Id :- mumbaicorpbanking@vijayabank.co.in, Tel :- 022-22814898
20.	The Federal Bank Limited	Large Corporate Dept, C9, 2Nd Floor, Laxmi Towers BKC Bandra E, Mumbai- 400051. Tel :- 022-26567531

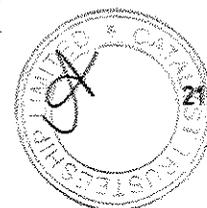
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Part B: Details of Existing Credit facilities
RELIANCE HOME FINANCE LIMITED
TERM LOAN / CASH CREDIT AS ON 08.03.2017

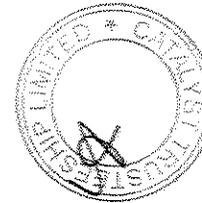
Sr. No.	Name of the Bank	Facility	Sanction in Crores	O/S Amount in Crores	Security
1	Punjab & Sind Bank	LTL	150.00	50.00	Hypothecation of the Book debts and Receivables of the Company on <i>pari passu</i> first charge basis with other secured lenders except of those book debts and receivables charged/ to be charged in favour of National Housing Bank (NHB) for refinance availed/ to be availed from them.
2	State Bank of Patiala	LTL	100.00	25.00	
3	United Bank of India	LTL	250.00	166.66	
4	Syndicate Bank	LTL	150.00	50.00	
5	Andhra Bank	LTL	150.00	100.00	
6	Bank of Baroda	LTL	200.00	200.00	
7	HDFC Bank	LTL	50.00	30.00	
8	HDFC Bank	LTL	50.00	16.67	
9	Punjab & Sind Bank	LTL	100.00	100.00	
10	Punjab & Sind Bank	LTL	200.00	200.00	
11	Andhra Bank	LTL	200.00	200.00	
12	United Bank of India	LTL	150.00	150.00	
13	State Bank of Hyderabad	LTL	100.00	70.00	
14	Bank of Baroda	LTL	150.00	150.00	
15	Bank of India	LTL	150.00	150.00	
16	UCO Bank	LTL	200.00	200.00	
17	HDFC Bank	LTL	200.00	133.33	
18	Andhra Bank	LTL	250.00	250.00	
19	United Bank of India	LTL	500.00	375.00	
20	Bank of Bahrain and Kuwait	LTL	45.00	30.00	
21	Punjab & Sind Bank	LTL	200.00	200.00	
22	Karnataka Bank	LTL	50.00	40.00	
23	State Bank of Bikaner & Jaipur	LTL	100.00	80.00	
24	The Jammu & Kashmir Bank Ltd.	LTL	150.00	120.00	
25	Vijaya Bank	LTL	100.00	100.00	

Deed of Hypothecation



26	Punjab National Bank	LTL	200.00	160.00
27	HDFC Bank	LTL	100.00	66.66
28	State Bank of Patiala	LTL	100.00	100.00
29	Canara Bank	LTL	300.00	300.00
30	Bank of Baroda	LTL	200.00	200.00
31	The Federal Bank Ltd.	LTL	100.00	100.00
32	Axis Bank	Cash Credit	100.00	-
33	Punjab & Sind Bank	Cash Credit	100.00	-
34	The Jammu & Kashmir Bank Ltd.	Cash Credit	50.00	-
35	Vijaya Bank	Cash Credit	25.00	-
36	The Lakshmi Vilas Bank	Cash Credit	50.00	-
37	Canara Bank	Cash Credit	100.00	-
	Total		5,370.00	4,113.32

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Part C: Details of Credit Facility Agreements (including Sanction Reference)

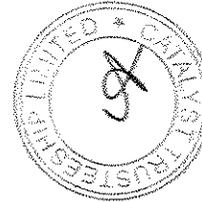
Sr. No.	Name of the Bank	Sanction in Crores	O/S Amount in Crores	Sanction Date	Sanction Reference with all amendments thereto
1	Punjab & Sind Bank	150.00	50.00	03-Aug-10	PSB/AVT/RHFL/1081/2010
2	State Bank of Patiala	100.00	25.00	25-Sep-12	AMT-VI/GEN/424
3	United Bank of India	250.00	166.66	28-Sep-13	DGM/CFB-MUM/RHF/704/2013-4
4	Syndicate Bank	150.00	50.00	18-Mar-14	502/5037/NPT/RHFPL/10
5	Andhra Bank	150.00	100.00	12-Mar-14	402/1/S-1300
6	Bank of Baroda	200.00	200.00	21-Mar-14	CFSBAL/ADV/12/294
7	HDFC Bank	50.00	30.00	29-Sep-14	NA
8	HDFC Bank	50.00	16.67	29-Sep-14	NA
9	Punjab & Sind Bank	100.00	100.00	25-Oct-14	PVT/AVT/Advances/2014
10	Punjab & Sind Bank	200.00	200.00	09-Dec-15	PSB/AVT/Advances/145/2015
11	Andhra Bank	200.00	200.00	23-Feb-15	0402/1/995
12	United Bank of India	150.00	150.00	27-Dec-14	AGM/CFB-MUM/RHFL/951/2014-15
13	State Bank of Hyderabad	100.00	70.00	26-Feb-15	F/ADV/AMT-III/2789
14	Bank of Baroda	150.00	150.00	02-Mar-15	CFSBAL/ADV/12/294
15	Bank of India	150.00	150.00	18-Mar-15	NDLCB/MA/2014-15/1194 (Facility Agreement Dated 30.12.2014)
16	UCO Bank	200.00	200.00	11-May-15	FCDNDGM/236/2015-16
17	HDFC Bank	200.00	133.33	12-May-15	NA
18	Andhra Bank	250.00	250.00	04-Jun-15	0402/01/244
19	United Bank of India	500.00	375.00	24-Jun-15	CFB-MUMBAI/RHFL/263/2015-16
20	Bank of Bahrain and Kuwait	45.00	30.00	23-Jun-15	CR-215:45
21	Punjab & Sind Bank	200.00	200.00	29-Sep-15	PSB/AVT/Advances/644A/2015
22	Karnataka Bank	50.00	40.00	03-Sep-15	EC.Res.No.V -13 dated 20.8.2015

Deed of Hypothecation



23	State Bank of Bikaner & Jaipur	100.00	80.00	03-Aug-15	LAP/ADV/RCL/749
24	The Jammu & Kashmir Bank Ltd.	150.00	120.00	11-Aug-15	JKB/FB/2015-828
25	Vijaya Bank	100.00	100.00	19-Nov-15	VIJ:CBB:AGM:527:2015-16
26	Punjab National Bank	200.00	160.00	10-Dec-15	NA
27	HDFC Bank	100.00	66.66	17-Nov-15	NA
28	State Bank of Patiala	100.00	100.00	25-Feb-16	CBWAMT-VI/614
29	Canara Bank	300.00	300.00	30-Oct-15	SPCB-FORT/ADV/AKA/CR-RHFL/1827/2015-16
30	Bank of Baroda	200.00	200.00	24-Jun-16	CFSBAL/ADV/14/70
31	The Federal Bank Ltd.	100.00	100.00	26-Jul-16	CIB/VG/RHFL/31588/2016
32	Axis Bank	100.00	-	09-Jun-10	AXIS/CO/RMG/KC/2012-13/19058
33	Punjab & Sind Bank	100.00	-	29-Jun-15	PSB/AVT/Advances/644A/2015
34	The Jammu & Kashmir Bank Ltd.	50.00	-	11-Aug-15	JKB/FB/2015-828
35	Vijaya Bank	25.00	-	19-Nov-15	VIJ:CBB:AGM:527:2015-16
36	The Lakshmi Vilas Bank	50.00	-	21-Sep-15	LVB/174/GEN/344/2015-16
37	Canara Bank	100.00	-	10-Sep-16	SPCB-FORT/ADV/MJ/CR-RHFL/827/2016-17
	Total	5,370.00	4,113.32		

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SCHEDULE 2: DETAILS OF NON-ACCEDING LENDERS

Sr. No.	Facilities	Rating	Debenture Trustee
1	Non- Convertible Debentures	Secured	IDBI Trusteeship Services Limited
2	Market Linked Debentures	Secured	
3	Public Issue of Non- Convertible Debentures	Secured	



IN WITNESS WHEREOF, this Deed has been signed and executed by the Borrower as a unilateral instrument, and is intended to be and is hereby delivered by it as a deed as of the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named
RELIANCE HOMEFINANCE LIMITED
being the **Borrower** abovenamed
by the hand of RAJESH DHORR
and _____ authorised
representatives of the company

)
)
) For Reliance Home Finance Ltd.
) 
)
) _____
) Authorized Signatory

ACCEPTED by the within named
CATALYST TRUSTEESHIP LIMITED
being the **Security Trustee** abovenamed
by the hand of Amrula
an authorised representative of the company

)
)
) For CATALYST TRUSTEESHIP LIMITED
) 
)
) _____
) Authorized Signatory