

ఆంధ్రప్రదేశ్ బ్యాంక్
ANDHRA BANK

(A Govt. of India Undertaking)
Opera House Branch

9/15 Mama Paramanand Marg Queen's Road, Mumbai 400 004

Ph 23676834/23685079/23697780/23685132, 23694637(Fax).Email:bmmum402@andhrabank.co.in

To
M/s.Reliance Home Finance Limited
570, Rectifier House,
Naigaum Cross Road, Wadala,
Mumbai - 400031.

मंजूरी पत्र LETTER OF SANCTION

Letter No.	0402/01/244	Letter Date	04.06.2015
Sanction Ref.	: 666/1/MC/R-174/S-8/2015-16 dated 04.06.2015	Sanction Date	: 29.05.2015
Credit Risk Rating (CRRM Method)	: "B+" (Based on ABS 31.03.2014)	Due Date	: As per repayment schedule

Referring to the above, we communicate the decision of the Management Committee in having approved the following:

1. Treating TL-I of Rs.100.00 crores, TL-II of Rs.200.00 crores, TL-III of Rs.150.00 crores and TL-IV of Rs.200.00 crores with outstanding of Rs.33.33 crores, Rs.133.33 crores, Rs.149.95 crores and Rs.199.94 crores respectively (with 'NIL' overdues as on 24.05.2015) as reviewed.
2. Finer rate of interest of BR+0.50% = 10.75% on proposed term loans (applicable ROI band - BR+0.50%+0.25% (t.p.)+1.00% = 12.00% to BR+1.00%+0.25% (t.p.)+1.00% = 12.50%)
3. Permitting 6 months time to the company for creation & perfection of security including obtention of NOC from other lenders. Additional interest of 1.00% shall be charged from the 181st day in the event of non-creation/perfection of security
4. Waiver of insurance policies with a stipulation that branch to obtain assignment of insurance rights wherever available of the company
5. Sanction of following working capital facilities subject to the terms and conditions there under:

Facility	TL-V (Fresh)
Limit	Rs.150.00 crores (Rupees One Hundred and Fifty Crores Only)
Purpose	For onward lending Business of the company as per NHB guidelines.
Security	Pari-passu first charge on Book Debts / receivables, outstanding monies, receivable claims of the Company (both present and future) with other secured lenders, except those book debts and receivables charged/ to be charged in favour of National Housing Bank for Refinance availed / to be availed from them, of Home Finance Business, with 06 months' time for perfection of security (exchange of pari-passu letter).
Margin	10% on book-debts/ receivables/ outstanding monies/ receivable claims of the company on pari-passu basis (both present and future) with all the secured lenders
Availability Period	3 months from the date of sanction
Door-to-Door Tenor	4 years
Repayment Period	Repayable in 3 equal instalments at the end of, 02 nd , 03 rd & 4 th years from the date of first disbursement
Rate of interest	Base Rate + 0.50% = 10.75% p.a. (finer ROI) - Interest rate is to be serviced as and when debited - Reset of interest shall be done annually
Pre-payment Penalty	Nil, if paid on the date of reset or with 15 days prior notice in writing
Upfront fee	Waived

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Facility	TL-VI (Fresh)
Limit	Rs. 100.00 crores (Rupees One Hundred Crores Only)
Purpose	For onward lending Business of the company as per NHB guidelines.
Security	Pari-passu first charge on Book Debts / receivables, outstanding monies, receivable claims of the Company (both present and future) with other secured lenders, except those book debts and receivables charged/ to be charged in favour of National Housing Bank for Refinance availed / to be availed from them, of Home Finance Business, with 06 months' time for perfection of security (exchange of pari-passu letter).
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Pre-payment Penalty	Nil, if paid on the date of reset or with 15 days prior notice in writing
Upfront fee	Waived

Terms and conditions:

- Minimum security coverage of 111.11% is to be maintained throughout the tenor of the loan.
- Company to endeavour for formation of Joint Lending Arrangement (JLA)/ Consortium.
- Search report at the cost to the Company will be obtained for verification that all our charges are perfectly created/ filed with ROC and they are valid as on date.
- Company to submit limits, liabilities, overdue position of the facilities availed by the company from various lenders (Banks/ FIs/ Debentures/ Commercial Papers) on a monthly basis for onward submission to Zonal Office/ Circle Office for review.
- All other terms and conditions stipulated/ communicated vide various sanction/ decision letters of term loans remain unaltered.

Primary Security:

TL-V & TL-VI	Pari-passu first charge on Book Debts / receivables, outstanding monies, receivable claims of the Company (both present and future) with other secured lenders, except those book debts and receivables charged/ to be charged in favour of National Housing Bank for Refinance availed / to be availed from them, of Home Finance Business, with 06 months' time for perfection of security (exchange of pari-passu letter).
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Collateral Security: NIL

Guarantors: NIL

Terms and conditions:

Special Conditions:

1.	The Term Loan should be utilised only for onward retail lending towards Home Finance Business of the company, a separate undertaking to this affect should be submitted by the Company.
2.	Company shall undertake that the term loan shall not be utilized for making investment in or further lending to its subsidiaries or for deployment in capital markets.
3.	CA Certificate for end use of funds should be submitted after disbursement of the loan and also the book debts statement duly certified by the statutory auditor shall be submitted once in a quarter.
4.	Necessary charges to be filed with ROC within the stipulated period and search report will be obtained.
5.	Letter ceding pari passu charge will be exchanged among the Banks participating under the multiple banking arrangements within 6 months from the date of disbursement.

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6.	This sanction is valid for a period of three months from the date of sanction.
7.	Company shall submit a consolidated statement mentioning the total assets under management and limits availed from all the lenders and shall certify the asset coverage on monthly basis. Further the detailed statement shall be submitted on quarterly basis with CA certification.
8.	Company shall submit statement of loan receivables of Home Finance Business and relative book debts hypothecated to the bank as at the end of each quarter with the confirmation that none of the NPA assets, classified as per NHB/RBI guidelines are included in security charged to the Bank.
9.	The company shall fulfil all the essential conditions laid down by NHB for functioning of Housing Finance Companies. The company to adhere to the stipulations of NHB applicable from time to time.
10.	Latest search report will be obtained to verify and to ensure that: <ul style="list-style-type: none"> a) All our charges are properly registered with the ROC. b) All the limits/charges of the other banks registered with ROC are in line with the other banks limits and liabilities reported by the company while submitting the present proposal. c) Other than above no other charges are registered with ROC.
11.	Where the bank has made a claim on the guarantor/s on account of the default made by the Principal Debtors, the liability of the guarantor/s is immediate. In case the said Guarantor/s refuses to comply with the demand made by the bank despite having sufficient means to make payment of the dues, such guarantor/s would also be treated as a Willful Defaulter/s.
12.	Code of Bank's Commitments to Customers: <ul style="list-style-type: none"> - "Any delay in repayment of the loan installments will have adverse impact on credit rating and will affect the credit history of the borrower" - "Default, Fraud, Legal incompetence during the currency of the Limits, Non Compliance off agreed terms and conditions, Non Submission of required papers for renewal of limits, Overdues in the term loans, any other irregularities by the Borrower will enable the Bank to Recall the Loan/Advance"
13.	The Company should pass all the necessary resolutions for availing the limits and execution of documents etc., and the copy of the same shall be submitted to the bank.
14.	Bank will follow RBI guidelines in respect of obtaining and exchange of information among member banks.

OTHER TERMS & CONDITIONS:

Pre-disbursement Conditions:

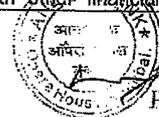
15.	Limits will be released after submission of Certificate of Compliance of sanction terms and conditions.
16.	Limits will be released after the documents are verified by Panel Advocate/ Law Officer, Zonal Office.
17.	Sanction terms and conditions should be acknowledged by the borrower. The limits will be released only after the terms and conditions of the sanction are accepted / acknowledged by the borrower.
18.	Consent Letter should be submitted by the Borrower/Guarantor for exchange of information with CIBIL in terms of extant guidelines of Bank.

Enabling conditions:

19.	The applicant and all the guarantors should submit an undertaking for disclosure of their names in the defaulters' list, in the event of default on the part of the borrowers, as per RBI guidelines.
20.	Bank reserves it's right to alter/cancel and/or modify the credit limits/loans sanctioned and/or terms and conditions stipulated without notice and without assigning any reason thereof.
21.	Our Bank reserves the right to rearrange the repayment schedule and to call upon the company to accelerate the payments, if the company's financial position so warrants as per the opinion of the Bank.
22.	Term Loan installments and interest shall be paid regularly as stipulated; delay in payment of installment/interest will attract penal interest as per Bank's rules.
23.	The Company should submit an undertaking that they are not related with directors/senior officials of the Bank as per the extant guidelines of the bank.
24.	The rate of interest and margins stipulated as subject to changes from time to time at the sole discretion of the Bank/as per guidelines of Reserve Bank of India/Government of India/Indian Banks Association.
25.	Any delay in repayment of the loan installments will have adverse impact in credit rating and will affect the credit history of the borrower.
26.	Any default, fraud, legal incompetence during the currency of the limits, non compliance of agreed terms and conditions, non submission of required papers required for renewal of limits, overdues in term loans, any other irregularities by the borrower will enable the bank to recall the loan /advance.
27.	The company shall not undertake derivative transaction without approval of the existing member banks. Company to provide details of derivative transactions undertaken along with other financial data for

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discussion at consortium meeting and to confirm that transactions are undertaken purely for hedging purpose and within the board approved policy.

Other Charges:

28. Overdue interest @ 2% for delayed submission of renewal proposal by the party from the due date to the date of submission of proposal by the party with full details.

29. Rate of interest shall be charged at monthly rests as per extant guidelines of the Bank.

30. Penal interest of 2% to be levied for all excess drawings/ delay in payment of installments/interest.

Finer rate of interest:

31. The finer rate of interest on limit/s is/are subject to periodical review. If the interest and instalment/s are not serviced in time, the finer rate of interest shall automatically get cancelled and rate of interest shall be charged, as per credit rating.

Terms and Conditions as applicable to Public & Private Limited Companies:

32. The Company should pass all the necessary Resolutions for availing the limits and execution of documents etc., and the copy of the same shall be submitted to the Bank.

33. The company shall file charges with Registrar of Companies within 30 days of documentation and get the same registered.

34. The Company shall obtain Digital Signatures and Directors Identification Number (DIN) for all Directors as well as Corporate Identity Number (CIN) as per the guidelines of Ministry of Company Affairs (under MCA21) and make arrangement for e-filing of various returns and forms as required under the Companies Act.

35. During the currency of the bank finance, the company shall not without prior intimation to the Bank in writing -

a. Effect any change in company's capital structure

b. Formulate any scheme of amalgamation or merger.

c. Implement any scheme of expansion or acquire fixed assets

d. Make investment/advance or deposit amounts with any other sister concern.

e. Enter into borrowing agreement with any bank/financial institution/company.

f. Declare dividends for any year except out of profits relating to that year.

g. Change in composition of company's Board of Directors.

h. Undertake guarantee obligations on behalf of any other company.

Multiple Banking accounts:

36. Exchange of information with member banks about the asset classification shall be made in periodical intervals

Other Conditions:

37. The borrower company has to get itself rated by External Credit Assessment Institutions (ECAIs) as per Basel - II norms.

38. Company shall not appoint any person/s as Director/s, whose name/s appear in RBI's willful defaulter's list or CIBIL Suit filed Willful defaulter's list.

39. Company shall give confirmation that none of the directors / Promoters are related to the senior officials of the bank.

40. The company shall keep bank advised of any circumstances adversely affecting the financial position of their subsidiaries/group companies or companies in which it has invested, including any action taken creditor against the said companies legally or otherwise.

(A.E.Raghu Prasad)
Chief Manager



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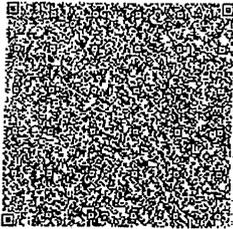
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Certificate No. : IN-DL90946585005045N
Certificate Issued Date : 10-Apr-2015 01:34 PM
Account Reference : IMPACC (IV)/ dl736003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73600378951575254500N
Purchased by : RELIANCE HOME FINANCE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : RELIANCE HOME FINANCE LIMITED
Second Party : OTHERS
Stamp Duty Paid By : RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

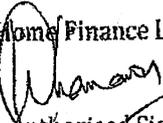


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HYPOTHECATION OF BOOK DEBTS DATED

26TH JUNE, 2015.

For Reliance Home Finance Limited


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Statutory Alert:

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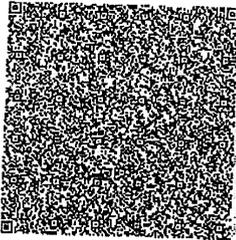
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Certificate No. : IN-DL90941798984527N
Certificate Issued Date : 10-Apr-2015 01:30 PM
Account Reference : IMPACC (IV)/ dl736003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73600378961885918493N
Purchased by : RELIANCE HOME FINANCE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : RELIANCE HOME FINANCE LIMITED
Second Party : OTHERS
Stamp Duty Paid By : RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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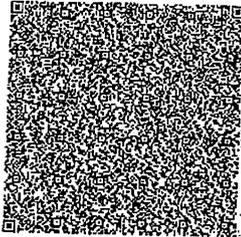
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Certificate No.	: IN-DL90941985389729N
Certificate Issued Date	: 10-Apr-2015 01:30 PM
Account Reference	: IMPACC (IV) dl736003/ DELHI/ DL:DLH
Unique Doc. Reference	: SUBIN-DL73600378961496489662N
Purchased by	: RELIANCE HOME FINANCE LIMITED
Description of Document	: Article 5' General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RELIANCE HOME FINANCE LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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HYPOTHECATION OF BOOK DEBTS DATED
26TH JUNE, 2015 .

For Reliance Home Finance Limited


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HYPOTHECATION OF BOOK DEBTS

ANDHRA BANK, a Govt. of India undertaking constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 having its Head Office at 5-9-11, Dr. Patabhi Bhavan, Saifabad, Hyderabad, Andhra Pradesh, 500004 hereinafter called "THE BANK" which expression shall include its successors and assigns) having at the request of RELIANCE HOME FINANCE LIMITED, a Company, having its registered office at 570, Rectifier House, 3rd Floor, Naigaum Cross Road, Wadala, Mumbai - 400 031 one of its office at Dev House 260-261 Tribhuvan Complex, Ishwar Nagar New Friends Colony New Delhi 110026 (hereinafter called "THE BORROWER" which expression shall include its successors and assigns) agreed to grant accommodation to the Borrower by way of Term Loan under a drawing limit of Rs.250,00,00,000 (Rupees Two Hundred and Fifty Crore only) on the security hereof, it is agreed as follows :



1. The Borrower do hereby hypothecate and charge to the Bank by way of first charge on pari passu basis all the present and future standard book debts, outstanding, moneys receivables, claims and bills except for those book debts and receivables charged / to be charged in favour of National Housing Bank for refinance availed / to be availed from them, of company's Home Finance Business (the level of book debts will be maintained at minimum 111.11% of the sanctioned limit/balance outstanding at all times during the currency of the loan) which are now due and owing or which may at any time hereafter during the continuance of this security become due and owing to the Borrower in the course of its business by any person, firm, company or by the Government or any local or public body or authority (all of which are hereinafter collectively referred to as 'the said debts') as security for the due repayment as per Schedule II to the Bank at any time on demand :
 - (a) of all moneys which are now due or which at any time or times hereafter may become due and owing from the Borrower to the Bank in the said Term Loan Account of the Borrower with the bank with a limit of Rs.250,00,00,000 (Rupees Two Hundred And Fifty Crore only) including moneys owing upon any cheques, promissory notes or bills of exchange made, drawn, accepted or endorsed or discounted or purchased or paid at the request or on behalf of or for credit of the Borrower either solely or jointly with another or others;
 - (b) interest on daily balances in the Term Loan Account and on all other moneys payable hereunder at the rate of Base Rate + 0.20% p.a. (floating), presently 10.20% p.a. payable at monthly rest. Interest to be serviced as and when debited with annual reset.
 - (c) all costs (between Attorney and Client), charges and expenses which the bank is entitled to add to its security by these presents or by law;
 - (d) and for the payment and discharge of all the Borrower's present and future indebtedness and liabilities to the bank of any kind in any manner whether solely or jointly, primary or collateral, accrued or accruing with all relative interest costs (between Attorney and Client) charges and expenses.
2. That on any default of the Borrower in payment on demand of any money hereby secured or the performance of any obligation to the bank under this or any other security or the occurrence of any circumstances in the opinion of the Bank prejudicing or endangering this or any other security, the Bank shall be entitled at the Borrower's risk and expenses as Attorney for and in the name of the Borrower or otherwise (the Borrower hereby irrevocably appointing the Bank to be its Attorney) to take possession and / or appoint receivers of the said debts under this security, give notices and demands to Borrowers and third parties liable for that and to demand, sue for recover, receive and give receipts and discharge for the same and sell or realize by public auction or private contract or otherwise dispose of all or any part of the said debts and enforce, settle, compromise, submit to arbitration or deal in any manner with any of the said debts or claims under this security without being bound to exercise any of these powers or liable for any loss in the exercise thereof, the Borrower undertaking to transfer and deliver to the Bank all relative documents and papers and agreeing to accept the Bank's



accounts or receipts from realization under this security and to pay any shortfall or deficiency thereby shown.

3. That this security is to continue notwithstanding the existence of a credit balance on the said accounts at any time or any partial payments or any fluctuations of accounts.
4. That nothing herein shall prejudice the Bank's rights or remedies in respect of any present or future security guarantee obligation or decree for any indebtedness or liability of the borrower to the Bank.
5. All accounts rendered to the Borrower by the Bank shall be conclusive evidence both in and out of court of all matters therein stated.
6. The Borrower agrees to execute on demand by the Bank such further documents as may be required by the Bank to vest the said debts or any of them in the Bank to render the same readily realizable or transferable by the Bank at any time.
7. The Borrower also agrees that notwithstanding anything hereinbefore contained, the Bank shall not be bound to allow or to continue their Term loan Account or any other Account whether overdraft or loan or to grant the Borrower any financial or other facilities or accommodation to any extent or for any time further than the Bank shall in its absolute discretion see fit to do.
8. The Borrower hereby declares that subject to the charges created/to be created in favour of the lenders to secure their financial assistance to the Borrower the said debts shall always be their absolute property at their sole disposal subject to pari passu agreement with other secured lenders and declares that nothing herein shall operate to prejudice the Bank's rights or remedies in respect of any present or future security as per Schedule I, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.
9. That the borrower will keep proper books of account of its Home finance business and will at any time when required, produce such books for the inspection of the Bank and its officers and agents and allow it or them access thereto and to make copies of or extracts from the same.
10. Any notice by way of request, demand or otherwise hereunder may be given by the Bank to the Borrower or any of the individuals constituting the Borrower personally or may be left at the then or last known place of business or residence in the Indian Union of the Borrower or any of such individuals addressed to the Borrower or any of such individuals or may be sent by registered post acknowledgment due to the Borrower or any such individuals addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the Bank's Local Manager that the envelope was so posted shall be conclusive.
11. We hereby agree as a pre-condition of the loan / advances given to us by the bank that in case we commit default in the repayment of the loan / advances or in the repayment of interest thereon or any of the agreed installment of the loan on due date the Bank and / or the Reserve Bank of India will have an unqualified right to disclose or publish our name or the name of our company and its directors / partners / proprietors as defaulters in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.
12. The Borrower hereby agrees and undertakes that the amount / amounts advanced or to be advanced by the Bank will not be used for any purpose other than for which it has been sanctioned / advanced. It is distinctly understood by the Borrower that the Borrower is hereby expressly prohibited from using the amount advanced and / or to be advanced or any part thereof for any purpose other than for which it has been advanced / sanctioned.



13. The Borrower hereby agrees and undertakes that after availment of the loan or any part of it, the Borrower will procure and produce a certificate from its auditors / chartered accountants or from any auditor the bank may nominate in this behalf, certifying that the amount / amounts advanced by the bank have been used only for the purpose for which it has been sanctioned / advanced and if the Borrower fails to produce such certification it shall be lawful for the bank and the Bank shall have a right to recall the entire balance due under all, any and / or each of the credit facilities or accommodations then outstanding or any part thereof forthwith notwithstanding anything to the contrary contained herein or in any other document or letter of sanction of terms and conditions and without prejudice to any of the rights of the Bank hereunder or under any law, rule or regulation to initiate appropriate Civil and / or criminal action / s against the Borrower.
14. The Borrower further agrees that on such demand, the Borrower shall forthwith pay the amount/s due together with interest, interest tax, further interest, additional interest, penal interest, commission fees, cost, charges and expenses incurred or to be incurred by the bank till date of payment.
15. The Bank in case of default shall have an absolute discretion to determine what amount/s within the aforesaid limit it will advance and/or allow to be outstanding from time to time in the respective separate account opened / to be opened by it and the Bank shall be at liberty to refuse to allow further drawings or advances or to make available any credit facility at any time without previous notice to the Borrower and without assigning any reason therefore.
16. The borrower shall maintain and preserve proper books of accounts and records showing the book debts due to the borrower and the securities thereof. The borrower shall from time to time on demand by the Bank furnish to the bank a list of all the book debts with the particulars of the debts and debtors and produce to the Bank its accounts books and other documents to enable the Bank to ascertain the book debts from time to time and the Borrower shall whenever required produce the evidence in support thereof. The Borrower shall also without such demand furnish to the bank a similar list of all book debts certified by a Chartered Accountant at least once in a quarter.

Dated at New Delhi this 26th day of June 2015.

For Reliance Home Finance Limited



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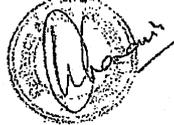


The Common Seal of the company has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on May 7, 2015 in the presence of Mr. K.V. Srinivasan, Director of the company, who has in token thereof, subscribed his signatures thereof.



SCHEDULE I
Details of Hypothecated assets

First pari passu charge on all the present and future ~~standard~~ book debts, outstandings, moneys receivables, claims and bills except for those book debts and receivables charged / to be charged in favour of National Housing Bank for refinance availed / to be availed from them.



**SCHEDULE II
REPAYMENT SCHEDULE**

The term loan of Rs.250,00,00,000 (Rupees Two Hundred And Fifty Crore Only) is repayable in Three equal installments at the end of 2nd, 3rd and 4th year. Interest debited every month should be serviced then and there.





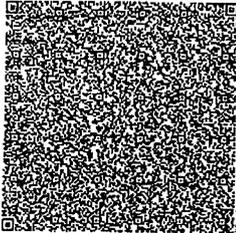
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Certificate No.	: IN-DL90941281194497N
Certificate Issued Date	: 10-Apr-2015 01:29 PM
Account Reference	: IMPACC (IV)/ dl736003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73600378963340358285N
Purchased by	: RELIANCE HOME FINANCE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RELIANCE HOME FINANCE LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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THIS E-STAMP IS AN INTEGRAL PART
OF TERM LOAN AGREEMENT DATED
JUNE 26, 2015

For Reliance Home Finance Limited

[Signature]
Authorised Signatory

Statutory Alert:

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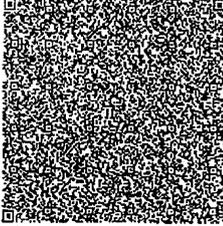
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e-Stamp

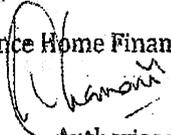
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Account Reference	: IMPACC (IV)/ dl736003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73600378952195604803N
Purchased by	: RELIANCE HOME FINANCE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RELIANCE HOME FINANCE LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

THIS E-STAMP IS AN INTEGRAL PART
OF TERM LOAN AGREEMENT DATED JUNE 26, 2015

For Reliance Home Finance Limited


Authorised Signatory

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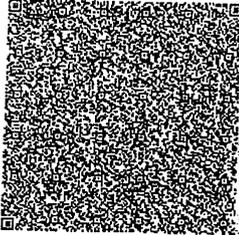
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e-Stamp

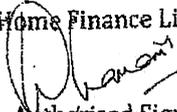
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Purchased by	: RELIANCE HOME FINANCE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RELIANCE HOME FINANCE LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: RELIANCE HOME FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

THIS E-STAMP IS AN INTEGRAL PART
OF TERM LOAN AGREEMENT DATED JUNE
26th, 2015

For Reliance Home Finance Limited


Authorised Signatory

Statutory Alert:

- 1 The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

TERM LOAN AGREEMENT

Agreement made at New Delhi on the 26th day of June 2015, by Reliance Home Finance Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 570, Rectifier House, 3rd Floor, Naigaum Cross Road, Wadala, Mumbai – 400 031 and one of its office at Dev House 260-261 Tribhuvan Complex, Ishwar Nagar New Friends Colony New Delhi 110026 (hereinafter referred to as the "Borrower" which expression shall include their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) in favour of Andhra Bank, a Govt. of India undertaking constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 having its Head Office at 5-9-11, Dr. Pattabhi Bhavan, Saifabad, Hyderabad, Andhra Pradesh, 500004 (hereinafter referred to as the "THE BANK" which expression shall include their assigns and successors in interest).

Whereas the borrower has applied to the Bank for a loan / Advance of Rs.250,00,00,000 (Rupees Two Hundred And Fifty Crore Only) upon the basis of and for purposes set forth in the Borrower's application

AND

Whereas at the request of the Borrower, the Bank has agreed to finance the business of the Borrower by granting the credit facilities in the manner mentioned herein below:

Term Loan at any one time upto the limit of Rs.250,00,00,000 (Rupees Two Hundred and Fifty Crore) for a 4 year tenure.

AND

Now this agreement witnesseth that in consideration of the premises and the agreement to advance monies by the Bank, the Borrower hereby agrees, declares, undertakes and covenants as follows:

1. The Borrower shall repay the advance of Rs.250,00,00,000 (Rupees Two Hundred and Fifty Crore only) in 3 equal installments at the end of 2nd, 3rd and 4th year from the date of first disbursement.
2. The borrower shall pay interest on the advance or the balance thereof, due from time to time at the rate of Base Rate + 0.20% p.a. (floating), presently 10.20% p.a. payable at monthly rest interest to be serviced as and when debited with annual reset.
3. The borrower undertakes and agrees to maintain a margin 10% against the security hypothecated and ensure that the minimum security coverage of 111.11% shall be maintained always.
4. The company shall, at any time have the option to prepay the outstanding loan amount, with prior notice of 15 days in part or in full, together with all interests, and other charges and monies due and payable to the Bank up to the date of such prepayment, No prepayment premium would be payable if interest reset as per Bank's policy is not accepted by the company and it chooses to prepay the debt.
5. The borrower shall pay additional penal/extra interest @ 2% in case of default in repayment of the installments/interest on the due dates. In case of any failure/default of any of the installments including interest if any, as agreed above, the Bank has right to recall the entire outstanding amounts.
6. The Borrower agree and undertake that the amount under the said credit facilities will be used only for the purpose or purposes mentioned in the borrower's proposal and further agree that

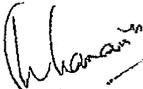


notwithstanding anything contained in this agreement the bank shall have the right to recall the entire amount under the said credit facilities together with interest & other charges, in case the loan amount has been used for any purpose other than the stipulated in the sanction or violating the conditions. In such an event the Borrower do hereby agree for appropriation of the payments/proceeds of book debts, and bankers' lien etc. as set out in the agreement of hypothecation of book debts executed separately.

7. The terms and condition of the sanction letter no: 0402/01/244 dated June 4, 2015 and modification Letter No. 0402/01/293 dated June 23, 2015 will also be treated as part and parcel of this agreement.

In witness whereof the Borrower has executed this agreement on the 26th day of June 2015 hereinabove written.

For Reliance Home Finance Limited


Authorised Signatory



The Common Seal of the company has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on May 7, 2015 in the presence of Mr. K.V. Srinivasan, Director of the company, who has in token thereof, subscribed his signatures thereof.



