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2022

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प्रधान मुद्रांक कार्यालय, मुंबई  
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सक्षम अधिकारी

श्रीमती एन. एस. सांगळे

This Non-Judicial Stamp Paper forms an integral part of the counterpart of the Agreement to Transfer Business dated March 29, 2023 entered into by and between Reliance Home Finance Limited and Reliance Commercial Finance Limited.



**AGREEMENT TO TRANSFER BUSINESS**

**BY AND AMONGST**

**RELIANCE COMMERCIAL FINANCE LIMITED  
(Buyer)**

**AND**

**RELIANCE HOME FINANCE LIMITED  
(Seller)**

**Dated March 29, 2023**



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## AGREEMENT TO TRANSFER BUSINESS

This AGREEMENT TO TRANSFER BUSINESS ("Agreement"), dated March 29, 2023, ("Execution Date"), is entered into at Mumbai, by and between:

**RELIANCE COMMERCIAL FINANCE LIMITED**, a company incorporated under the Companies Act, 1956 having CIN U66010MH2000PLC128301 and having its registered office at 4<sup>th</sup> Floor, D-Wing, Trade World, Kamala Mills Compound, S.B. Marg, Lower Parel Mumbai – 400 013, being a wholly owned subsidiary of Authum Investment & Infrastructure Limited (hereinafter referred to as the "Buyer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and assigns);

AND

**RELIANCE HOME FINANCE LIMITED**, a company incorporated under the Companies Act, 1956, bearing CIN L67190MH2008PLC183216 and having its registered office at The Ruby, 11th Floor, North-West Wing, Plot No. 29, Senapati Bapat Marg, Dadar (West), Mumbai – 400028, Maharashtra, India (hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

The Buyer and the Seller are hereinafter collectively referred to as the "Parties" and individually referred to as "Party".

### WHEREAS:

- A. The Seller is presently engaged *inter alia* in the Transferred Business (as defined hereinafter).
- B. The Seller had availed various loans, facilities, and financial assistance from the Lenders (as defined hereinafter), the details whereof are more particularly listed in Part A of Schedule 1 (the "Loans"). Pursuant to the grant of such Loans, various documents in connection with or pertaining to the Loans (including security created in relation to the Loans) (collectively, "Finance Documents") were executed between *inter alia* the Seller and the Lenders or for the benefit of the Lenders. Pursuant to the Finance Documents, the Seller (and / or others) created Security Interest (as defined hereinafter) on assets for securing the Loan Obligations (as defined hereinafter) including interest amounts and other penalties, charges as may be applicable on the relevant Loans, in favour and for the benefit of (as the case may be) the relevant Lenders in such manner and form as more particularly mentioned in the Finance Documents (the "Loan Security").
- C. The Seller has also issued debentures, the details whereof are more particulars listed in Part B of Schedule 1 ("NCDs" / "Debentures"). Pursuant to the issue of the Debentures, certain Debenture Trust Deeds more particularly listed in Part B of Schedule 1 (collectively, the "Debenture Trust Deeds" or "DTDs") and other financing, security, and / or transaction documents referred to or executed pursuant to or in relation to the Debentures, including the DTDs (the "Debenture Documents") were executed between *inter alia* the Seller and the Debenture Trustees (as defined hereinafter), acting as debenture trustee for the NCDs for the benefit of the persons who are holding the NCDs issued under the relevant DTDs (collectively, the "Debenture Holders"). Pursuant to the Debenture Documents, the Seller (and / or others) created Security Interest on assets for securing the Debenture Obligations (as defined hereinafter) including redemption and coupon payment of the Debentures, in favour of Debenture Trustee in such manner and form as more particularly set out in the Debenture Documents ("Debenture Security").
- D. The Seller started defaulting *inter alia* in (i) timely repayment of the Loans and / or servicing of interest / coupon payments to the Lenders (as defined hereinafter), and (ii) timely redemption of the Debentures and / or servicing the coupon payments to the Debenture Holders.
- E. The Reserve Bank of India issued a comprehensive framework for resolution of stressed assets namely RBI (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 bearing number RBI/2018-19/203 DBR.No.BP.BC.45/21.04.048/2018-19 dated June 07, 2019 (the "RBI Framework"). In terms of the RBI Framework, certain Lenders entered into an Inter Creditor Agreement dated July 06, 2019 (the "ICA") for *inter alia* working towards resolution of the Seller and implementation of a resolution plan for the Seller ("ICA Lenders"). Pursuant to the RBI Framework, the Lenders undertook a fair, competitive and transparent



- bidding process for resolution of the Seller *inter alia* by way of sale of assets of the Seller. The Resolution Applicant (*as defined hereinafter*) submitted a Resolution Plan dated December 10, 2020 and January 29, 2021, as amended on February 18, 2021, March 06, 2021, March 10, 2021, April 16, 2021, November 18, 2022, December 12, 2022, January 24, 2023, March 09, 2023 and from time to time (collectively, the “**Resolution Plan**”) for the resolution of the Seller in accordance with the RBI Framework, and has been selected as the successful resolution applicant for the resolution of the Seller in accordance with the RBI Framework and the ICA. The Resolution Plan was also put to vote to all the Debenture Holders for their acceptance. The Debenture Holders (except for the Dissenting Debenture Holders (*as defined hereinafter*)) have also agreed to be bound by the Resolution Plan.
- F. The Resolution Plan, broadly envisages the following *inter alia* in relation to the resolution of the Seller in accordance with the RBI Framework:
- (i) the Resolution Applicant (either directly or through a special purpose vehicle or other entity) acquiring from the Seller and the Seller absolutely selling, transferring, assigning, conveying and delivering, together with all the rights, title, interest and obligations associated with them to the Resolution Applicant (or to a special purpose vehicle or other entity designated by the Resolution Applicant), the Transferred Undertaking (*as defined hereinafter*), as a going concern on slump sale basis for a lumpsum consideration (without any consideration being assigned to any individual assets), free of all encumbrances whatsoever,
  - (ii) Seller transferring and conveying the immovable properties held by the Seller (on freehold basis) to the Resolution Applicant,
  - (iii) full and final settlement of the Loan Obligations and Debenture Obligations, respectively and all dues payable to the Lenders and Debenture Holders with simultaneous relinquishment of all rights of the Lenders and Debenture Holders / Debenture Trustee,
  - (iv) release of charge on all Loan Security and Debenture Security (*as defined hereinafter*), and
  - (v) withdrawal of all notices, claims, proceedings, actions, etc. taken by the Lenders and Debenture Holders or the Debenture Trustee (acting on behalf of the Debenture Holders), as the case may be, against the Seller.
- G. One of the Debenture Holders of the Seller thereafter filed Commercial Suit (L) No. 162 of 2022 in the Hon’ble Bombay High Court (the “**Commercial Suit**”) seeking *inter alia* specific performance of the Debenture Documents. The Seller and the Resolution Applicant filed Interim Applications in the Commercial Suit seeking *inter alia* approval of the Resolution Plan in light of the judgement of the Hon’ble Supreme Court of India in *Securities and Exchange Board of India v. Rajkumar Nagpal and Others* [2022 SCC Online SC 1119]. The Securities and Exchange Board of India (“**SEBI**”) was impleaded as a party to an Interim Application in the Commercial Suit.
- H. The outcome of certain Interim Applications in the Commercial Suit ultimately resulted in the Resolution Applicant and the Seller preferring Civil Appeal No. 1581 of 2023 and Civil Appeal No. 1582 of 2023 before the Hon’ble Supreme Court of India (the “**Supreme Court Proceedings**”). The Hon’ble Supreme Court of India by its judgement dated March 03, 2023 (the “**SC Order**”) *inter alia* exercised its power under Article 142 of the Constitution of India and allowed the Resolution Plan to proceed and permitted the implementation of the Resolution Plan, and directed the Resolution Applicant to make payments under the Resolution Plan by March 31, 2023. Per the SC Order, the Debenture Holders who have dissented by specifically casting a negative vote to the Resolution Plan, a list of which is set out in **Schedule 14** (the “**Dissenting Debenture Holders**”) have the option to either accept the terms of the Resolution Plan or stand outside the Resolution Plan and pursue other legal means to recover their dues.
- I. In terms of the Resolution Plan: (i) the Resolution Applicant has designated the Buyer (being the wholly owned subsidiary of the Resolution Applicant) as the entity / special purpose vehicle for acquiring the Transferred Undertaking and (ii) the ICA Lenders have caused / required the Seller to enter into this Agreement and the other Transaction Documents for implementation of the Resolution Plan.
- J. In view of the above, for implementation of the Resolution Plan, as approved by the creditors, the Parties are entering into this Agreement.



NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, mutual covenants and agreements herein contained and as set out in the Transaction Documents, and for other good and valuable consideration which the Parties acknowledge the receipt and sufficiency of, and intending to be legally and contractually bound hereby, the Parties hereto agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. As used in this Agreement, the following terms have the meaning as indicated below. Unless contrary to the context or meaning thereof, all capitalized terms not defined in this Section 1.1 shall have the meaning as assigned to such terms under the relevant provisions of this Agreement.

1.1.1. “**Affiliate**” means in relation to a person,

- (i) being a corporate entity, shall mean any entity or person or trust, which Controls, is Controlled by, or is under the common Control of such person;
- (ii) being an individual, shall mean any relative, or any other Person which is Controlled by such person or a relative of such individual;
- (iii) in any other case shall mean a person Controlled by a Party/Parties to this Agreement;

1.1.2. “**Agreement**” means this Agreement to Transfer Business together with the Recitals, Schedules and Exhibits attached hereto.

1.1.3. “**Assets**” in relation to the Seller, means and includes assets and properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed, current, capital or otherwise) as operated, hired, rented, owned, licensed or leased by a Person from time to time, including cash, cash equivalents, receivables, loan book, securities, investments, accounts and notes, real estate, plant and machinery, equipment, Intellectual Property, raw materials, inventory, furniture, fixtures and insurance, including all those assets which are written off or provided for by Seller and whether or not appearing in the books of the Seller.

1.1.4. “**Assumed Liabilities**” shall have the meaning as ascribed to the term in Section 2.4.

1.1.5. “**Business Day**” means the days on which banks are generally open for business in Mumbai, India other than Saturday and Sunday.

1.1.6. “**Business Transfer**” means the sale and transfer of the Transferred Business in accordance with this Agreement and the other Transaction Documents.

1.1.7. “**Buyer Indemnified Party**” shall have the meaning as ascribed to the term in Section 9.1.

1.1.8. “**Charter Documents**” means, with respect to a legal entity, the memorandum of association, the articles of association, certificate of incorporation, bylaws, business license, or charter documents of such entity.

1.1.9. “**Closing**” means the completion of all the Closing Actions (excluding any Closing Action which is waived and/or made a Conditions Subsequent) in accordance with the terms and conditions of this Agreement and to the satisfaction of the Buyer, pursuant to which the Transferred Business and the Transferred Assets shall vest in the Buyer unconditionally and irrevocably.

1.1.10. “**Closing Actions**” has the meaning ascribed to the term in Section 6.1.

1.1.11. “**Closing Date**” means a date as notified by the Buyer to the Seller in the Closing Date Certificate, for achieving Closing.

1.1.12. “**Closing Date Certificate**” has the meaning ascribed to the term in Section 4.4.

1.1.13. “**Closing Memorandum**” has the meaning ascribed to the term in Part A of Schedule 5.

1.1.14. “**Conditions Precedent**” shall have the meaning ascribed to the term in Section 4.1.



- 1.1.15. “**Conditions Subsequent**” shall have the meaning ascribed to the term in Section 0.
- 1.1.16. “**Confidential Information**” means and includes (i) all information or material, whenever disclosed, that has, or could have, commercial value or other utility in the Transferred Business or prospective business of the Buyer or its Affiliates; and (ii) all information, the unauthorized disclosure of which could be detrimental to the interests of the Buyer or its Affiliates; in each case whether or not such information is specifically marked/identified as Confidential Information. It being clarified that following the Closing, all Confidential Information related to the Transferred Business shall be deemed to become Confidential Information of the Buyer and shall be subject to Section 9.9 (Confidentiality). Without limitation to the foregoing, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: know-how, inventions, discoveries, improvements, processes, techniques, algorithms, media, formula or test data relating to any research project, work in process, research, development, marketing, servicing, financing, pricing or proposal information or any personnel information relating to the Seller/Buyer, its present or future products including software, sales, suppliers, clients, customers, employees, investors, banks, lenders, advisors or business, and whether in oral, written, visual, graphic or electronic form.
- 1.1.17. “**Contract**” means and includes any existing contract, undertaking, arrangement, agreement, agreement in principle, purchase orders, supply orders, or any other binding commitment related to the Transferred Business, including without limitation (i) all proposals, requests for proposal, customer lists and sales and marketing information held by the Seller, whether, related to the Transferred Business; and (ii) all customer contracts, customer loan agreements, service and supplier contracts, purchase orders, supply orders, and documentation, know-how agreements or other legally binding understandings relating, directly or indirectly, to the Transferred Business.
- 1.1.18. “**Control**” (including, with correlative meanings, the terms “**Controlled by**” and “**under common Control with**”), as applied to any Person, means the direct possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of more than 50% of the total voting securities or other ownership interest, by contract or otherwise. Notwithstanding anything mentioned above any Person holding ownership of 50% (Fifty percent) or more voting securities in a company shall be deemed to be in “Control” of that company.
- 1.1.19. “**CP Completion Certificate**” has the meaning ascribed to the term in Section 4.3.
- 1.1.20. “**Credit Enhancement FD**” means the fixed deposit(s) of the Seller with created pursuant to the First Loss Credit Default Agreements, as detailed in Schedule 15.
- 1.1.21. “**Customers**” means and includes any and all Persons to whom the Seller has extended a loan, facility, credit, whether secured or unsecured, as detailed in Part A of Schedule 7.
- 1.1.22. “**Customer Data**” means and includes all business information, content, data, text, images, ideas, research and development, development work in progress, plans, processes, as well as sales data, communications, emails, invoices, Records, files, documents, etc., whether embodied in any electronic, magnetic, optical, or tangible media, of the Seller which pertain to any of the Customers or Transferred Agreements.
- 1.1.23. “**Debentures**” or “**NCDs**” shall have the meaning as ascribed to the term in Recital C.
- 1.1.24. “**Debentures Trust Deeds**” or “**DTDs**” shall have the meaning as ascribed to the term in Recital C.
- 1.1.25. “**Debentures Holders**” shall have the meaning as ascribed to the term in Recital C.
- 1.1.26. “**Debenture Obligations**” means all obligations towards or for the benefit of the Debenture Holders or the Debenture Trustees in any of the Debenture Documents, including the obligation to pay the principal amount of the Debentures, redemption amounts, coupon or interest, default interest, further interest, redemption premium, cost and any other amounts payable by the Seller to the Debenture Trustee and/or the Debenture Holders under the Debenture Documents.



- 1.1.27. “**Debenture Security**” shall have the meaning as ascribed to the term in Recital C.
- 1.1.28. “**Debenture Trustees**” means the debenture trustees appointed in relation to the Debentures, a list of which is set out in Part B of Schedule I, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns.
- 1.1.29. “**Deed(s) of Assignment (Accounts Receivables)**” means the deed(s) of assignment entered into by and between the Seller and the Buyer to record the sale, conveyance, assignment and transfer of the Transferred Assets – Accounts Receivables by the Seller to the Buyer, in the form and manner acceptable to the Buyer.
- 1.1.30. “**Deed(s) of Assignment (Other Transferred Assets)**” means the deed(s) of assignment entered into by and between the Seller and the Buyer to record the sale, conveyance, assignment and transfer of the Transferred Assets – Investments, Transferred Assets – Movables and Transferred Assets – Others by the Seller to the Buyer, in the form and manner acceptable to the Buyer.
- 1.1.31. “**Dissenting Debenture Holders**” has the meaning given to the term in Recital H;
- 1.1.32. “**Document Management Agencies**” means Writer Information, Capital Record Centre Private Limited and Iron Mountain India Private Limited.
- 1.1.33. “**Document Management Agencies Records**” means the agreements, communications, Contracts, and documents that are held by the Document Management Agencies on behalf of and / or for the benefit of the Seller in relation to the Transferred Business, as listed in Schedule 9.
- 1.1.34. “**Employment Agreement**” means the employment agreement/appointment letter, required to be executed between the Buyer and each of the Hired Employees, in the form and manner required by the Buyer.
- 1.1.35. “**Encumbrance**” means and includes any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, right of first refusal, pre-emptive right, claim (including adverse claims), Security Interest, assessed and un-assessed tax dues, title defect, option, charge, including restriction on use, transfer, exercise of any other attribute of ownership any arrangement for the purpose of, or which has the effect of, granting security, or any agreement, whether conditional or otherwise, to create any of the same or which may have a similar effect.
- 1.1.36. “**Escrow Account**” means the cash escrow account opened with the Escrow Bank for the sole benefit of the Buyer in terms of the Escrow Agreement.
- 1.1.37. “**Escrow Agreement**” means the escrow agreement dated on or about the Execution Date, entered into by and amongst the Seller, the Escrow Bank, the Resolution Applicant and the Buyer for the purpose of *inter alia* transferring to the Buyer any monies / payments received by the Seller in respect of the Transferred Assets or the Transferred Business after the Closing Date.
- 1.1.38. “**Escrow Bank**” means Bank of Baroda or such other bank as acceptable to the Buyer.
- 1.1.39. “**Excluded Liabilities**” shall have the same meaning as ascribed to the term in Section 2.5.
- 1.1.40. “**General POA**” means the General Power of Attorney entered into on or after the Execution Date, by the Seller (and / or its authorized representatives) in favour of the Buyer (and / or its authorized representatives) *inter alia* appointing the Buyer (and / or its authorized representatives) to be its lawful attorney and to take all actions in connection with the Transferred Business after the Closing Date.
- 1.1.41. “**Goodwill**” means the goodwill of the Seller, which relates to the purchase of or the right to use any licenses, franchises or any other business or commercial rights, including but not limited to customer and supplier relationships, customer lists and other rights of a similar nature owned by or licensed to the Seller, which is, directly or indirectly, connected with or related to the Transferred Business.



- 1.1.42. “**Government Authority**” means any government authority, tax authority, government department, agency of government, regulatory body, stock exchange, statutory body, commission, or public body or public authority, or any municipality, district or other sub-division thereof.
- 1.1.43. “**Gratuity**” means any and all accrued amount of gratuity (whether its payable or not) in relation to each of the employees of the Seller, pursuant to the provisions of the Payment of Gratuity Act, 1972, the relevant accounting standards and the applicable gratuity policy of the Seller, each as amended from time to time.
- 1.1.44. “**Gratuity Amount**” means the aggregate Gratuity as on the Closing Date in relation to the Hired Employees for a period up to the Closing Date, which amount shall be determined based on an actuarial valuation certificate depicting the amounts accrued or payable towards Gratuity of the Hired Employees as on the Closing Date, to the satisfaction of the Buyer, assuming that all the Hired Employees shall continue to be in the service of the Buyer; such valuation certificate shall be obtained and provided by the Seller to the Buyer, as a Conditions Precedent to the Closing Date.
- 1.1.45. “**Hired Employees**” means Identified Employees who receive and unconditionally accept offers of employment from the Buyer, sign their respective Employment Agreement(s) with the Buyer and agree to be employed with the Buyer, effective as of the relevant date mentioned in the relevant Employment Agreement.
- 1.1.46. “**HFC License**” shall mean the Certificate of Registration consequent to change of name, bearing no. 07.0101.12 dated July 16, 2012 granted to the Seller and Original Certificate of Registration No. 02.0069.09 dated January 06, 2009 granted by the National Housing Bank to carry out business as a housing finance company.
- 1.1.47. “**ICA**” shall have the meaning as ascribed to the term in Recital E.
- 1.1.48. “**ICA Lenders**” shall have the meaning as ascribed to the term in Recital E.
- 1.1.49. “**Identified Employees**” means the employees of the Seller, who have been identified jointly by the Seller and the Buyer, being all employees of the Seller involved in the Transferred Business, and more particularly set out in Schedule 6.
- 1.1.50. “**IND-AS**” means Indian Accounting Standard (abbreviated as Ind-AS) being the accounting standards adopted by companies in India and issued under the supervision of Accounting Standards Board (ASB) which was constituted as a body in the year 1977.
- 1.1.51. “**Intellectual Property**” means and includes all intellectual property used, owned or licensed (as licensor or licensee) by the Seller which directly or indirectly relates to the Transferred Business, including but not limited to (a) patents, patent applications and inventions, that may be patentable; (b) all know-how, trade secrets, confidential or proprietary information including, but not limited to, data, ideas, research and development, development work in progress, plans, software codes, formulas, processes, technical data, designs, drawings, specifications and written descriptions as well as customer lists; (c) all registered and unregistered copyrights and their respective derivative works; (d) all rights in internet web sites and internet domain names; (e) any other, registered and unregistered rights of similar nature; and (f) proprietary processes (including, without limitation, business processes), Customer lists, technical information, data, databases (including but not limited to customer data, sales data, etc.), process technology, plans, algorithms, models, research and development information, marketing and business data, pricing and cost information, business and marketing plans and Customer lists and information, whether patentable or non-patentable, whether copyrightable or non-copyrightable and whether or not reduced to practice, relating directly or indirectly to the Transferred Business.
- 1.1.52. “**First Loss Credit Default Agreements**” means the First Loss Credit Facility Agreements entered into by the Seller from time to time as a first loss credit facility provider and / or for providing a credit enhancement of a first loss credit facility and all related transaction documents.
- 1.1.53. “**Law**” or “**Applicable Law**” means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, regulations, notifications, guidelines, policies,



directions, directives, awards, decrees and orders of any Government Authority.

- 1.1.54. “**Lenders**” means the Persons set out in Part A of Schedule 1, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns.
- 1.1.55. “**Loan Obligations**” means all obligations towards or for the benefit of the Lenders in any of the Finance Documents, including the obligation to pay the principal amount of the Loans, coupon or interest, default interest, further interest, redemption premium, cost and any other amounts payable by the Seller under or pursuant to or in relation to any of the Finance Documents pursuant to or in relation to any of the Finance Documents.
- 1.1.56. “**Loan Security**” shall have the meaning as ascribed to the term in Recital B;
- 1.1.57. “**Losses**” means and includes any and all claims, liabilities, losses, damages, lawsuits, investigations, demands, judgments, Taxes, penalties, fines, interest and costs and expenses.
- 1.1.58. “**Obligors**” means any and all Persons to whom the Seller has extended a loan, facility, credit, whether secured or unsecured, and any and all Persons, whether or not such Person is a borrower, who have provided any security / Security Interest or has undertaken any other obligation in connection with such loan, facility, and credit.
- 1.1.59. “**Obligor Legal Proceedings**” means and includes all litigation, legal proceedings, causes of actions, claims, notices, actions, instituted or commenced by the Seller against any Obligor, as listed in Schedule 8.
- 1.1.60. “**Pass Through Certificates**” or “**PTCs**” mean the pass through certificates issued in connection with the First Loss Credit Default Agreements.
- 1.1.61. “**Permit**” means all permits, licenses, approvals, consents, registrations, notifications, authorizations, filings, declarations relevant to and required for conducting the Transferred Business or for owning the Transferred Assets, as conducted or as held by the Seller prior to the Execution Date, save and except the HFC License.
- 1.1.62. “**Person**” means any person or entity, whether an individual, sole proprietor, body corporate, company, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, firm, joint venture, Government Authority or any other juristic or legal entity.
- 1.1.63. “**Personnel Records**” means the full and complete records available with the Seller relating to the Hired Employees, including but not limited to the offer letters, the employment agreements, employment policies / manuals detailing the terms and conditions of employment of the Hired Employees and all other relevant information in connection with or pertaining to the employment / past employment of the Hired Employees with the Seller, as may be required by the Buyer.
- 1.1.64. “**Pre-Closing Employment Related Liabilities**” means any and all employment related liabilities with respect to any and all Hired Employees, for a period prior to the Closing Date, including but not limited to: (i) salaries or compensation, tax withholding, bonuses, commission or incentives, payment for accrued but unused leaves of the Hired Employees for a period prior to the Closing Date; (ii) any liability arising from the termination of employment of the Hired Employees by the Seller; (iii) any payments due to any Hired Employees or their respective beneficiaries at any time pursuant to any retention bonus arrangement, severance program, change in control provision or similar arrangement to which the Seller is a party that is in effect on or prior to the Closing Date; (iv) any and all liabilities under any Seller Plan including the Gratuity Amount; (v) any and all expense reimbursement liabilities incurred by the Hired Employees or their respective beneficiaries up to the Closing Date under Seller Plans; (vi) any and all compensation and other similar statutory claims asserted by or with respect to any Hired Employees or their respective beneficiaries in respect of any injury or other compensable event or illness or disease that occurred or is attributable to any event, state of facts or conditions that existed or occurred in whole on or prior to the Closing Date; (vii) any liability or obligation under Law or contract, towards any employee, independent



contractor, consultant, Contractor or services provider of the Seller who is not a Hired Employee or who alleges to have been a Hired Employee as a result of the Business Transfer.

- 1.1.65. “**Protective Period**” shall have the meaning as ascribed to the term in Section 5.1;
- 1.1.66. “**Provident Fund Amount**” means the aggregate amount deposited in the provident fund accounts of the Hired Employees as on the Closing Date which amount shall be evidenced by payment challans which shall be provided by the Seller to the Buyer, prior to the Closing Date.
- 1.1.67. “**Purchase Consideration**” shall have the meaning as ascribed to the term in Section 3.1.
- 1.1.68. “**RBI Framework**” shall have the meaning as ascribed to the term in Recital D.
- 1.1.69. “**Records**” means all notices, correspondence, orders, inquiries, customer identification records, registers, financial records, business and transaction records, employee records and other documents in any form whether electronic or otherwise which relate to the Transferred Business, Transferred Assets, Customers, Hired Employees, Assumed Liabilities and Obligor Legal Proceedings.
- 1.1.70. “**Resolution Applicant**” means Authum Investment & Infrastructure Limited, being a company incorporated under the Companies Act, 1956, having CIN L51109MH1982PLC319008 and having its registered office at 707, Raheja Centre, Free Press Journal Marg, Nariman Point, Mumbai 400 021.
- 1.1.71. “**Resolution Plan**” shall have the meaning as ascribed to the term in Recital E.
- 1.1.72. “**Security**” means all Security Interest created (whether under the Finance Documents and/or the Debenture Trust Deeds).
- 1.1.73. “**Security Interest**” means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, guarantee, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, non-disposal or any similar negative undertakings or security net arrangement, any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person, and any adverse claim as to title, possession or use.
- 1.1.74. “**Seller Designated Account**” means the designated bank account of the Seller.
- 1.1.75. “**Seller Expense Account**” means the bank account no. 29100200000435 held by the Seller with Bank of Baroda, Mid Corporate Bandra Mumbai branch, having IFSC Code BARB0MIDBDR;
- 1.1.76. “**Seller Existing Bank Accounts**” means any and all bank accounts held by or in the name of the Seller, including having the details listed in Schedule 13.
- 1.1.77. “**Seller Emails**” shall have the meaning as ascribed to such term in paragraph 6 of Schedule 4;
- 1.1.78. “**Seller Limited Financial Statement**” means the limited financial statement of the Transferred Business prepared by the Seller, in English, in accordance with IND-AS as applied on a consistent basis, reflecting *inter alia* the Transferred Assets, Assumed Liabilities and Account Receivables of the Transferred Business (as defined hereinafter) as on March 28, 2023 and certified by the Seller, and annexed as Schedule 16.
- 1.1.79. “**Seller Closing Financial Statement**” means the financial statement of the Transferred Business prepared by the Seller, in English, in accordance with IND-AS as applied on a consistent basis, reflecting *inter alia* the Transferred Assets, Assumed Liabilities and Account Receivables of the Transferred Business (as defined hereinafter) as on the Closing Date and certified by the Seller.
- 1.1.80. “**Seller Plan**” means a plan that the Seller sponsors, maintains, has any obligation to contribute to,



has or may have liability under or is otherwise a party to, or that otherwise provides benefits for current or former employees, directors, officers, shareholders, consultants or independent contractors (or their dependents and beneficiaries) of the Seller, on the date hereof or at any time subsequent thereto and on or prior to the Closing Date.

- 1.1.81. “**Vendors**” means all Persons providing goods or services to the Seller, as listed in Part B of Schedule 7 limited to the extent of their dealings with the Company directly or indirectly pertaining to the Transferred Business.
- 1.1.82. “**Taxes**” or “**Tax**” or “**Taxation**” where the context requires, means all, central, state local, foreign and other taxes (and in particular income, excise, sales, withholding, payroll-related and property taxes, goods and services tax, stamp duties, withholding, import duties, export duties and any dividend distribution tax), including the imposition of any tax or impost, whether general or local or special, and ‘tax’ shall be construed to include all forms of taxation as applicable in India, whether direct or indirect and whether levied by reference to income, profits, net wealth, asset values, turnover, added value or other reference, Government Authority impositions, duties, levies, cesses of any kind whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any Person and all penalties, charges, costs, cost compounding charges, additions and interest relating thereto.
- 1.1.83. “**Tax Returns**” means all returns, declarations, reports, forms, and statements required to be filed in respect of any Taxes payable/paid/adjusted etc., by either party and declared to the Government Authority.
- 1.1.84. “**Transaction Documents**” means this Agreement, the Escrow Agreement, the Deed(s) of Assignment (Accounts Receivables), the Deed(s) of Assignment (Other Transferred Assets), the General POA, and such other agreements, as designated by the Buyer, executed in connection with and for effecting the transfer of the Transferred Business from the Seller to the Buyer or for implementation of the Resolution Plan.
- 1.1.85. “**Transferred Assets**” means the Transferred Assets – Accounts Receivables, Transferred Assets – Investments, Transferred Assets – Movables, and Transferred Assets – Others.
- 1.1.86. “**Transferred Assets – Accounts Receivables**” means the entire loan book of the Seller, right, title, and interest to all monies and amounts which are, may be, or become receivable or recoverable including all those assets which are written off or provided for by the Seller and whether or not appearing in the books of the Seller (including any interest, penalties, fees, etc.) by the Seller from the Customers or Obligors, which may be in any form including but not limited to cheques (regardless of whether they are pre-dated or post-dated), promissory notes, whether current or non-current, including any value added taxes or similar Taxes levied on such receivables, or on any such receivables and any security or collateral related thereto, all file documentation related to such receivables, including invoices, documents, communications and correspondence submitted to or received from Customers related to such receivables which relate to the Transferred Business, the right, title, and interest in each of the documents pertaining to any such monies or amounts and also all claims, causes of action, notices, actions, Obligor Legal Proceedings, in relation to each of the above, including but not limited to the assets / claims listed in Part A of Schedule 2.
- 1.1.87. “**Transferred Assets – Investments**” means, in relation to the Seller, all right, title, and interest in any and all direct or indirect investments or beneficial ownership interest, whether by means of purchase or other acquisition of equity or debt or other securities, pass through certificates, fixed deposits, security receipts, deposits, capital contribution, equity or debt participation, cash or cash equivalents, or interest in any other Person, the right, title, and interest in each of the documents pertaining to any such assets and also all claims, causes of action, notices, actions, in relation to each of the above, including but not limited to the assets listed in Part B of Schedule 2.
- 1.1.88. “**Transferred Assets – Movables**” means, in relation to the Seller, all right, title, and interest in any and all machinery, tools, vehicles, supplies, computers, computer systems, accessories, chargers, equipment, office equipment, furniture, fixtures, other infrastructure, and all other movable assets of the Seller, all necessary passcodes, passwords, login credentials and keys to operate such assets, the right, title, and interest in each of the documents pertaining to any such assets and also all claims,



causes of action, notices, actions, in relation to each of the above, including but not limited to the assets listed in Part C of Schedule 2.

- 1.1.89. **“Transferred Assets – Others”** means, in relation to the Seller, all the Assets, whether or not appearing in the Seller Limited Financial Statement, except: (i) Transferred Assets – Accounts Receivables, (ii) Transferred Assets – Investments, and (iii) Transferred Assets – Movables, including but not limited to the Goodwill, and the assets listed in Part D of Schedule 2.
- 1.1.90. **“Transferred Agreements”** means all right, title and interest in, and claims under, all the Contracts that are assumed by or transferred to or are to be assumed by or to be transferred to the Buyer pursuant to the transfer of the Transferred Business, including but not limited to the Customer agreements, contracts, supplier orders and the Contracts, and as provided under the heading ‘Particulars & Dates of Customer Agreements’ in Part A of Schedule 7, under the heading ‘Particulars & Dates of Vendor Agreements’ in Part B of Schedule 7, and in Part C of Schedule 7.
- 1.1.91. **“Transferred Business”** or **“Transferred Undertaking”** means the entire business undertaking of the Seller comprising of the Transferred Assets, the Transferred Agreements, and the Assumed Liabilities.
- 1.1.92. **“Updated Financial Statements and Schedules”** has the meaning ascribed to the term in Section 2.7.
- 1.2. Interpretation. Unless the context of this Agreement otherwise requires:
- 1.2.1. words of any gender include the other genders;
- 1.2.2. words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.3. the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement and not to any particular clause, article or section of this Agreement;
- 1.2.4. whenever this Agreement refers to a number of days, such number shall refer to calendar days as per the Gregorian calendar, unless otherwise specified;
- 1.2.5. all accounting terms used herein and not expressly defined herein shall have the meanings given to them under IND-AS;
- 1.2.6. headings and captions are used for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.7. references to Recitals, Sections, sub-Sections, Exhibits and Schedules shall be deemed to be a reference to the recitals, sections, sub-sections and schedules of this Agreement;
- 1.2.8. any references to knowledge, information, belief or awareness of any Person shall be deemed to include such knowledge, information, belief or awareness such Person would have if such Person has made due and careful enquiries, and conduct of any diligence by the Buyer or its advisors shall not constitute as awareness of the Buyer;
- 1.2.9. any reference to any Party being obliged to “obtain” or “procure” or “cause” or “ensure” any action shall be construed as a reference to that Party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action;
- 1.2.10. any reference to any statute or statutory provision shall include:
- (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
  - (ii) such statute or provision as may be amended, modified, re-enacted or consolidated;



- (iii) the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible;
- (iv) no provision of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- (v) any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof;
- (vi) reference to any Party shall include the respective legal heirs, successors or permitted assigns of such Party, unless otherwise repugnant to the context;
- (vii) the word "including" herein shall always mean "including, without limitation"; and
- (viii) time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence.

1.2.11. The Recitals, Schedule and Exhibits to this Agreement form an integral part of this Agreement.

## 2. SALE AND PURCHASE OF BUSINESS

- 2.1. Transferred Business / Transferred Undertaking. The Seller hereby agrees to sell, convey, assign, transfer and deliver to the Buyer, on the Closing Date, the Transferred Undertaking, together with all rights, titles, and interests attached thereto, free and clear of all liens, claims, and Encumbrances of any nature, as a going concern business and on a slump sale basis for a lumpsum consideration which shall have been received by the Seller (without any consideration being assigned to any individual assets), on or prior to the Closing Date.
- 2.2. Transferred Assets. Parties hereby agree that the Seller shall absolutely sell, transfer, assign, deliver and convey all of its rights, title, in and under its Transferred Assets and the Transferred Agreements to the Buyer, free and clear of all Encumbrances.
- 2.3. Employees.
- 2.3.1. The Seller shall facilitate submission of the resignation letters of all the Identified Employees in the form appearing in **Schedule 10**, which resignation letters shall become effective on the Closing Date. The Seller shall relieve such Identified Employees who have submitted their resignation letters by issuing relieving letters in the form appearing in **Schedule 11**. The Identified Employees that have tendered their resignation letters to the Seller and been issued relieving letters by the Seller shall be issued appointment letters by the Buyer, which appointment shall become effective on the Closing Date.
- 2.3.2. On and from the Closing Date, the Buyer agrees to employ all Hired Employees on the same terms and conditions (and in any event not less favorable) to the terms of employment of such Hired Employees immediately prior to the Closing Date. The Buyer agrees that the employment offers to be made by the Buyer to the Hired Employees shall be on such terms and conditions which shall be in line and similar (and in any event not less favourable) to the terms of employment of such Hired Employees as on the Closing Date.
- 2.3.3. The Seller hereby waives from the Closing Date, any non-competition, non-solicitation and other restrictions, if any, in order to enable the Hired Employees to accept the employment offer made by the Buyer made pursuant to this Agreement and enter into the Employment Agreements.
- 2.3.4. The Seller shall take reasonable and appropriate steps towards assisting Buyer in entry into Employment Agreements with the Hired Employees with regard to their respective employment with the Buyer immediately after the Closing Date.



- 2.3.5. The Buyer agrees that (a) each Hired Employee shall be deemed to be in continued services of the Buyer and his services shall not be deemed to be interrupted by virtue of the transfer, (b) the terms and conditions of service applicable to such Identified Employee are not in any way less favourable to the Hired Employee than those applicable to him immediately before the Closing Date, and (c) it shall be liable to pay to the Hired Employee, in the event of his retrenchment, compensation (if payable under applicable law) on the basis that his services has been continuous and has not been interrupted due to the Business Transfer.
- 2.4. Assumed Liabilities. At and after the Closing, and notwithstanding anything to the contrary contained in this Agreement or any other document, the Buyer shall only be liable and responsible to discharge, and satisfy the liabilities in the Transferred Business that may arise solely due to actions of the Buyer taken at any time after Closing Date, to the extent exhaustively detailed in Part B of Schedule 2 (collectively, the "Assumed Liabilities").
- 2.5. Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement or any other document, the Seller shall discharge and satisfy in full and continue to be liable and responsible at all times, including after the Closing Date for: (i) any and all liabilities, obligations, and/ or Losses as on the Closing Date, which are not Assumed Liabilities, including without limitation, all the Pre-Closing Employment Related Liabilities; and (ii) any and all liabilities, obligations, or Losses relating to the Transferred Business arising on or after the Closing Date but which are caused by, or are on account of any actions taken prior to the Closing Date or directly or indirectly relate to the period prior to Closing Date, including without limitation, any liability or obligation relating to or in connection with any and all proceedings and / or inquiries instituted or initiated by any Government Authority (whether present or future), with respect to any period prior to the Closing (collectively, the "Excluded Liabilities"). The Seller acknowledges and agrees that the Buyer shall not assume, or in any way be liable or responsible for the Excluded Liabilities. Further, it is hereby clarified that not assuming the Excluded Liabilities will not impact the undertaking test as contemplated under the Income Tax Act, 1961 for the purposes of slump sale. Without limiting the generality of the foregoing, the Buyer shall not assume the following in any manner whatsoever:
- 2.5.1. any liability or obligation under Law or contract including by way of workers' compensation claim(s), wages or compensation, allowances, leave accrual, overtime, tax withholding, any Seller Plan (including the Gratuity Amount) towards the Hired Employees to the extent that the liability or obligation (i) is in relation to the Hired Employees' employment (including any consultancy/ independent contractor engagement) with the Seller, and / or (ii) relating to any period, or any portion of any period, ending on or prior to the Closing Date;
- 2.5.2. payment of any amounts due, including the paid leave encashment, expense reimbursements, accrued bonuses, commissions or sales incentives, to each of the Hired Employees as per their respective entitlements relating to any period, or any portion of any period, ending on or prior to the Closing Date;
- 2.5.3. any liability or obligation under Law or contracts, towards any employee, contractor, consultant, service provider, etc. of the Seller who is not a Hired Employee but who alleges to have been a Hired Employee relating to any period, or any portion of any period, ending on or prior to the Closing Date;
- 2.5.4. any liability or obligation of the Seller, including but not limited to severance compensation, Gratuity, provident fund, with respect to those Identified Employees who do not accept the offer for employment made by the Buyer in accordance with the terms of this Agreement;
- 2.5.5. any liability or obligation of the Seller, including but not limited to claims in relation to the validity and enforceability of the employment agreements executed between the Seller and the employees, relating to any period, or any portion of any period, ending on or prior to the Closing Date;
- 2.5.6. any liability or obligation arising out of or relating to (i) any Taxes, now or hereafter payable, by the Seller or any Affiliate of the Seller; (ii) any period, or any portion of any period, ending on or prior to the Closing Date, (iii) relating to the business and divisions of the Seller other than



the Transferred Business, (iv) a breach or default by the Seller on or prior to the Closing Date under any Contract or agreement, or any tortuous or negligent conduct by the Seller in relation thereto, or (v) violation by the Seller or any Affiliate or stakeholder of the Seller of any applicable Law;

- 2.5.7. any liability or obligation relating to or in connection with any and all proceedings and / or inquiries instituted or initiated by any Government Authority (including without limitation, Tax authorities, SEBI, National Housing Bank, and Reserve Bank of India), with respect to any period prior to the Closing Date; and
- 2.5.8. any other liability whether or not set out in the Seller Limited Financial Statement or the Seller Closing Financial Statement.
- 2.6. The Seller hereby indemnifies the Buyer from and against any Excluded Liabilities (whether or not prior to Closing Date), and all Pre-Closing Employee Related Liabilities, including (i) wages or compensation, tax withholding, bonuses, commission or sales incentives, payment for accrued but unused leaves; (ii) any payments due to any Hired Employees or their respective beneficiaries at any time pursuant to any retention bonus arrangement, or similar arrangement to which the Seller is a party that prior to the Closing Date; (iii) any and all liabilities under any Seller Plan accrued prior to the Closing Date including the Gratuity Amount; (iv) any and all expense reimbursement liabilities incurred by the Hired Employees or their respective beneficiaries up to the Closing Date under Seller Plan.
- 2.7. The Seller confirms that the details of Transferred Assets, Assumed Liabilities, Transferred Agreements, mentioned in the Schedules to this Agreement and the Seller Limited Financial Statement are as on March 28, 2023. The Seller shall within a period of 7 (seven) days from the Closing Date, update the Schedules and the Seller Closing Financial Statement to reflect the true and correct position thereof as at the Closing Date (“Updated Financial Statements and Schedules”). Between the Schedules appearing at the end of this Agreement and the Updated Financial Statements and Schedules the only change that shall be permitted to be carried out by the Seller shall be to the extent of the line items that have taken place between the date as on which the Seller Limited Financial Statement has been provided, and the Closing Date, on account of operations of the Transferred Business. The Seller shall have written off all its liabilities to all Lenders and Debenture Holders (except for the Dissenting Debenture Holders) absolutely and forever, and at its sole cost and expense. The Updated Financial Statements and Schedules as at Closing Date shall be acceptable at the sole discretion of the Buyer. In the event that the Updated Financial Statements and Schedules are not acceptable to the Buyer, the Buyer shall suggest changes which shall be final and binding on all Parties and shall be considered as the final Updated Financial Statements and Schedules for the purpose of the Business Transfer.
- 2.8. On the Closing Date:
- 2.8.1. the Parties shall enter into such documents as has been agreed between the Parties in relation to novation or assignment of the Transferred Agreements (if required) with the respective counterparties (or, if such contracts have already been executed, such contracts shall become effective);
- 2.8.2. the Transferred Assets shall be deemed to have become assets of the Buyer;
- 2.8.3. the Assumed Liabilities shall be deemed to have become liabilities of the Buyer;
- 2.8.4. the Customers shall be deemed to have become the Buyer’s customers;
- 2.8.5. the Hired Employees shall become employees of the Buyer, with continuity of service;
- 2.8.6. The Seller shall share all unmasked information, documents and data in relation to the Customers with the Buyer.
3. **PURCHASE CONSIDERATION**
- 3.1. The total purchase price to be paid by the Buyer to the Seller as full, sufficient, and adequate consideration for the sale, transfer, assignment, conveyance and delivery of the Transferred Undertaking to the Buyer



shall, in aggregate, be an amount of INR 1,80,00,00,000 (Rupees One Hundred and Eighty Crores) (“Purchase Consideration”). This Purchase Consideration is a lumpsum consideration for the Business Undertaking (without any consideration being assigned to any individual assets).

- 3.2. Subject to the terms of this Agreement, the Buyer shall remit the Purchase Consideration to the Seller Designated Account either on or prior to the Closing Date, at the Buyer’s sole discretion, subject to deduction of Tax(es) or any withholding Tax of any nature, if applicable.
- 3.3. As this Agreement is a part of implementation of the Resolution Plan, the Seller confirms that the Purchase Consideration so received shall be appropriated and used only for making payments to the Lenders and Debenture Holders or the Debenture Trustee (acting on behalf of the Debenture Holders) under the Resolution Plan.
- 3.4. The Seller confirms that upon payment of the Purchase Consideration being made, the Seller shall without any demur, necessarily enter into and execute the (i) Deed(s) of Assignment (Accounts Receivables) for consummating the sale, conveyance, assignment, and transfer from the Seller to the Buyer, on the Closing Date, of the Transferred Assets – Accounts Receivables, (ii) Deed(s) of Assignment (Other Transferred Assets) to record the sale, conveyance, assignment, and transfer of the Transferred Assets – Investments, Transferred Assets – Movables and Transferred Assets – Others to the Buyer, in a form acceptable to the Buyer, and take all actions required to give effect to the transfer and assignment of the Transferred Undertaking.

#### 4. CONDITIONS PRECEDENT

- 4.1. The conditions precedent enumerated in Schedule 4 (collectively, the “Conditions Precedent”) shall be completed / fulfilled by the Seller prior to Closing, to the satisfaction of the Buyer, unless specifically waived in writing by the Buyer. The Seller undertakes to take all steps necessary to promptly fulfill the Conditions Precedent.
- 4.2. A waiver of any of the Conditions Precedent by the Buyer shall not be deemed to be a subsisting and a continuous waiver and shall be considered to be a waiver only for the purpose of achieving Closing. Waiver of any Conditions Precedent shall automatically make such waived Condition Precedent form part of the Conditions Subsequent, to be completed / fulfilled within such time-period and in such form and manner, acceptable to the Buyer.
- 4.3. Upon completion / fulfilment of the Conditions Precedent and / or their waiver by the Buyer (in accordance with this Section 4), as applicable, the Seller shall issue a certificate (in the format provided under Part A of Schedule 3) to the Buyer (with a copy to the Resolution Applicant) certifying completion / fulfilment of the Condition Precedent (“CP Completion Certificate”).
- 4.4. Upon receipt of the CP Completion Certificate and being satisfied with its contents and supporting documents, the Buyer may issue a letter (in the format provided in Part B of Schedule 3) to the Seller (with a copy to the Resolution Applicant), fixing the Closing Date and location at which Closing shall take place (“Closing Date Certificate”).

#### 5. PROTECTIVE PERIOD

- 5.1. Without prior written approval of the Buyer, during the period between the Execution Date and the Closing Date (“Protective Period”), the Seller shall not, directly or indirectly, do or permit anything which would:
- 5.1.1. be outside the ordinary course of business of the Seller, which is not consistent with past practices;
- 5.1.2. reduce the value of the Transferred Assets,
- 5.1.3. increase the value of any Assumed Liability in any manner whatsoever.
- 5.1.4. settle any pending litigation or arbitration or any other proceedings, commence any litigation, arbitration or any other proceedings that will have a bearing in any manner, on the Transferred Business (or any part thereof); and/or
- 5.1.5. incur any expenditure or liability or make payment exceeding an amount of INR 5,00,000, unless



otherwise required under this Agreement.

## 6. CLOSING ACTIONS AND DELIVERABLES

- 6.1. Closing will take place on the Closing Date and at the place, each as notified by the Buyer in the Closing Date Certificate. In order to consummate the Closing, each of the actions listed in Part A of Schedule 5 (collectively, the “Closing Actions”) shall be undertaken by the respective Parties listed in Part A of Schedule 5 on the Closing Date and each of the Closing Actions shall be deemed to take place simultaneously on the Closing Date.
- 6.2. The specific events contemplated to take place on the Closing Date under this Agreement shall be consummated on the Closing Date and shall be deemed to occur simultaneously, and no such transaction shall be consummated unless all such transactions are consummated. The Buyer may, at its sole discretion, extend the Closing Date to a later date in the event the Closing Actions are unable to be completed on the Closing Date.
- 6.3. In the event that any Closing Actions are not fulfilled and completed on the Closing Date in a form satisfactory to the Buyer, the Buyer, at its sole discretion, may waive such condition(s) / actions and / or require such condition(s) / actions to be completed as a Condition Subsequent, within a time-period acceptable to the Buyer.
- 6.4. Upon Closing and with effect from the Closing Date, the legal ownership and benefit of all assets forming part of the Transferred Undertaking and all Transferred Assets and all Assumed Liabilities shall be transferred to the Buyer. After Closing, the Buyer will duly and properly perform, assume and discharge all Assumed Liabilities to the extent mentioned in this Agreement.

## 7. CONDITIONS SUBSEQUENT

The conditions set out in Part B of Schedule 5 (collectively, “Conditions Subsequent”) shall be completed / fulfilled by the relevant Parties within the timelines prescribed therein.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party hereby represents and warrants to the other Parties that:
- 8.1.1. it has full power and authority to enter into, perform, and comply with its obligations under this Agreement and the other Transaction Documents (to which it is a party),
- 8.1.2. this Agreement and the other Transaction Documents (to which it is a party) constitute its binding obligations, enforceable against it as per the terms of this Agreement and the other Transaction Documents (to which it is a party),
- 8.1.3. the execution, delivery, and performance of this Agreement and the other Transaction Documents (to which it is a party) do not and will not:
- (a) violate or conflict with any applicable Law or its Charter Documents / constitution documents,
  - (b) conflict with or result in a breach, violation, or non-adherence of any of the terms and conditions of any agreement, Permit, or order, award, decision, direction, judgement, of any Court or Tribunal, to which it is a party or by which it is bound.
- 8.2. In addition and without prejudice to the foregoing, the Seller hereby represents to the other Parties that:
- 8.2.1. The Seller shall provide to the Buyer, the true and complete list of all the Permits, and confirm that except as provided in such list, there is no other Permit relevant to or required for conducting the Transferred Business or for owning the Transferred Assets, as conducted or as owned by the Seller prior to the Closing Date,
- 8.2.2. Part A of Schedule 7 sets forth the true and complete list of all Customers, and except as listed



in Part A of Schedule 7 there is no other Customer of the Seller,

- 8.2.3. Part B of Schedule 7 sets forth the true and complete list of all Vendors, and except as listed in Part B of Schedule 7 there is no other Vendor of the Seller,
- 8.2.4. Schedule 7 sets forth the true and complete list of all Transferred Agreements, including but not limited to all contracts, customer loan agreements, sanction letters, commitments, all customer and supplier contracts, leases, licenses, agreements, and documentation, know-how agreements or other legally binding understandings relating to the Transferred Business. The Transferred Agreements (as listed in Schedule 7) are in force, valid, and enforceable and the Seller has the right to transfer, assign, convey the same to the Buyer in accordance with the terms of this Agreement,
- 8.2.5. Schedule 9 sets forth the true and complete list of all Document Management Agencies Records, and except as listed in Schedule 9, there is no other document or agreement that is held by or in the possession of a Document Management Agency on behalf of or for the benefit of the Seller. The documents set out in Schedule 9 constitute all the Records maintained or held by the Seller in connection with the Transferred Undertaking and are true, correct and complete.
- 8.2.6. the Transferred Assets constitute all of the Assets, rights, franchises and properties used or held for use by the Seller in connection with the Transferred Undertaking, and are adequate to operate, the Transferred Undertaking from and after the Closing Date, in the manner as conducted by the Seller prior to the Closing Date,
- 8.2.7. the transactions proposed under this Agreement and the other Transaction Documents do not require the Seller to obtain any approval or consent from any Person or Government Authority (including from Obligors), save and except as proposed to be obtained as a Condition Precedent under this Agreement,
- 8.2.8. the transactions proposed under this Agreement and the other Transaction Documents are in compliance and accordance with the Resolution Plan and all applicable Law, and
- 8.2.9. Schedule 13 sets forth the true and complete list of all the Seller Existing Bank Accounts, and except as listed in Schedule 13, there is no other bank account held by or in the name of the Seller.

## 9. ADDITIONAL COVENANTS AND AGREEMENTS

- 9.1. Indemnification. The Seller hereby indemnifies, holds harmless, defends, and keeps indemnified, the Buyer, its Affiliates and each of the Buyer's and its Affiliates' respective directors, officers, employees, and their respective successors and assigns (each, a "**Buyer Indemnified Party**") from and against any and all Losses sustained, paid, suffered, or incurred by any Buyer Indemnified Party, including pursuant to third party claims, in connection with, resulting from, arising out of, or caused by:
- 9.1.1. any breach of, or non-fulfillment of any covenant, undertaking or inaccuracy or breach of any warranty contained in this Agreement or any other Transaction Document,
- 9.1.2. any liability, obligation, or Claim against the Buyer that arises prior to Closing or relates to, an event or series of events that occurred prior to Closing, any Excluded Liabilities and any liability that is not an Assumed Liability;
- 9.1.3. any claims against, or liability on any Buyer Indemnified Party relating to the Transferred Business relating to a period prior to Closing;
- 9.1.4. any claim against or liability on any Buyer Indemnified Party relating to any Excluded Liability;
- 9.1.5. any Pre-Closing Employment Related Liabilities;
- 9.1.6. any claims against or liability on any Buyer Indemnified Party by an Identified Employee or



Hired Employee in connection with the period prior to Closing.

Any claim made by a Buyer Indemnified Party under this Section shall be paid by the Seller within 7 (seven) days from the date of such demand being made by the Buyer.

- 9.2. Post Closing, the Buyer will stop using the brand names, word marks, trade marks and Intellectual Property that include the term "Reliance" in connection with the Transferred Business, after receiving necessary regulatory / statutory approvals. Until such time, the Seller hereby expressly permits the Buyer to use such Intellectual Property without any cost or conditions. It is clarified that no Intellectual Property associated with the term "Reliance" is being transferred under this Agreement.
- 9.3. Transferred Business and Transferred Assets.
- 9.3.1. The Seller confirms that the sale, conveyance, assignment, transfer and delivery of the of Transferred Business to the Buyer in accordance with this Agreement and the other Transaction Documents is for adequate and sufficient consideration.
- 9.3.2. The Seller confirms that on and from the Closing Date, the Buyer shall be solely vested with all rights, titles, and interests in the Transferred Business and the Transferred Assets, free and clear of all Encumbrances.
- 9.3.3. The Seller confirms that on and from the Closing Date, the Customers, Obligors, and Vendors, shall become the customers, obligors, and vendors of the Buyer.
- 9.3.4. The Seller confirms that on and from the Closing Date, all rights, titles, and interests of the Seller under the Transferred Agreements shall solely vest with the Buyer, free and clear of all Encumbrances. The Seller confirms and undertakes to enter into all deeds, documents or agreements to assign / novate all the Transferred Agreements, as may be required by the Buyer from time to time. In the event that the rights of the Seller under any of the Transferred Agreements are unassigned at Closing, the Seller will undertake all actions and do all deeds as required by the Buyer to achieve the commercial objective of this Agreement and the transactions contemplated hereunder.
- 9.3.5. The Seller confirms that on and from the Closing Date, the Seller shall not have any right, interest or entitlement under or in relation to any such unassigned Transferred Agreements, and all the risks and liabilities relating to or arising from such unassigned Transferred Agreements prior to Closing Date, or after Closing Date but due to an action prior to Closing Date, shall not be an Assumed Liability.
- 9.3.6. The Seller shall for the purpose of delivering the Seller Closing Financial Statement to the Buyer, update the contents thereof to the extent of the line items that have taken place between the date as on which the Seller Limited Financial Statement has been provided, and the Closing Date, on account of day to day operations of the Transferred Business. Without prejudice to the generality of the above, it is clarified that the Seller Closing Financial Statement shall specifically exclude any (a) matter pertaining to the period prior to the Seller Limited Financial Statement and (b) any extraordinary items or matters which do not pertain to the ordinary course of running the Transferred Business.
- 9.3.7. Notwithstanding Closing and, except as provided in any Transaction Document, if any property, right, asset or liability, which is agreed to form part of the Transferred Business pursuant to this Agreement, has not been transferred to the Buyer on Closing Date, the Seller shall transfer such property, right, asset or liability (and any related liability which is an Assumed Liability) as soon as reasonably practicable to the Buyer.
- 9.3.8. On and from the Closing Date, the Buyer shall have the right to assume control and defence of all the Obligor Legal Proceedings. The Seller shall take and cause to be taken all steps, actions including signing, executing, delivering, filing all necessary documents, authorisations, vakalatnamas, applications, filings, pleadings, writings, with all necessary Persons, courts, tribunals, Government Authorities, in order to record the Buyer as the party



to the Obligor Legal Proceedings in place of the Seller, until which time, the Seller shall follow the sole directions of the Buyer and take instructions solely from the Buyer in relation to each such Obligor Legal Proceeding. All costs and benefits in relation to the Obligor Legal Proceedings post Closing shall accrue solely to the Buyer.

- 9.4. Payments to be held in Trust. If at any time after the Closing Date, any monies / payment or part thereof in respect of the Transferred Assets or the Transferred Business is made directly or indirectly to the Seller by any Person, then the Seller acting merely as a trustee, shall receive such amounts on behalf of and in trust for the Buyer and shall pay within a period of 1 (one) day (or such other extended period acceptable to the Buyer) deposit all such amounts (without any deductions) in the Escrow Account and such other amounts notified by the Buyer for the benefit of the Buyer. In accordance with the terms of the Escrow Agreement, such amounts shall be transferred to the Buyer. For abundant caution, it is clarified that any and all monies received in connection with the Transferred Assets and the Transferred Business after the Closing Date shall be deemed to be monies due to and for the benefit of the Buyer.
- 9.5. No communication by the Seller to Customers Post Closing. Except as may be required pursuant to the terms of the Transaction Documents, the Seller hereby undertakes that on and from the Closing Date, it shall not make or have any communication concerning the Transferred Business and the Transferred Assets with the Customers and Vendors except (i) for the purposes of Section 9.8; (ii) with prior written approval of the Buyer, who, as a condition to such consent, shall be entitled to require the Seller to share the entire content and background of any such communication; (iii) solely for the purposes of performance of any of the obligations under the Transaction Documents; or (iv) unless such communication relates to any transaction/action/omission with the Customers prior to Closing Date.
- 9.6. Stamp Duty. Buyer shall bear applicable stamp duties for the purpose of consummating the transactions contemplated under this Agreement.
- 9.7. Goodwill. The Seller covenants and undertakes that it shall not utilize, publicize or exploit the Goodwill in any manner after the Closing Date. It is hereby clarified that the Seller may utilize the calculation of the amount of Goodwill solely for accounting purposes in the financial statements and accounts books of the Seller.
- 9.8. Forwarding Inquiries. For a period of 24 (Twenty Four) months from the Closing Date, Seller shall forward to the Buyer any e-mail, facsimile, postal mail or telephone inquiries in relation to any part of the Transferred Business and shall promptly after the Closing Date, refer and forward all customers in relation to the Transferred Business to the Buyer, file complete and adequate forwarding notices with the postal officials and appropriate telephone utilities provided by the other for the forwarding to it of all mail and telephone calls relating to the Buyer, the Transferred Assets or the Transferred Business.
- 9.9. Confidentiality.
- 9.9.1. The Seller hereby recognizes and acknowledges that by reason of the Seller's ownership of the Transferred Business prior to Closing Date, the Seller and its Affiliates possess Confidential Information relating to the Transferred Business, Transferred Assets, Transferred Agreements, the use or disclosure of which could cause substantial loss and damage to the Buyer and / or its Affiliates and the Transferred Business, which loss could not be readily calculated and for which no remedy at Law would be adequate. Accordingly, the Seller covenants that neither it nor or its Affiliates shall at any time, directly or indirectly, use, disclose or publish, or permit any other Person to use, disclose or publish, any Confidential Information relating to the Transferred Business, Transferred Assets, or Transferred Agreements.
- 9.9.2. The provisions of this Section 9.9 shall survive for a period of 10 (ten) years after the Closing.
- 9.10. Certain Employee Matters
- 9.10.1. In the event any employment relationship of any Transferred Employee has not been memorialized prior to the Closing as was required by the Buyer to Buyer's satisfaction but the Buyer has provided specific waiver to the Seller for completion of such memorialization prior to the Closing, then in such an event, the Seller shall continue to provide the Buyer with all assistance necessary for the Buyer to do so after Closing, for the period of at least twelve (12)



months after Closing. Each Party hereto shall use its commercially reasonable best efforts to aid and assist the other in the transition of the Hired Employees and not take, or permit to be taken, any action contrary to the foregoing.

9.10.2. Any and all liabilities and obligations arising in connection with the Hired Employees on or prior to the Closing Date, are hereinafter the sole responsibility of the Seller, whether such liability arises before, on or after the Closing Date, including but not limited to maternity leave, unfunded liabilities, liability with respect to the termination of any employee welfare plan, any retiree from employment with the Seller, any unfunded liability under any such plan, any individual receiving continuation of coverage benefits or any accrued but unpaid claim under such plan as per the current policy of the Seller. Other than the Assumed Liabilities, the Seller agrees and undertakes to be solely responsible for any compensation due to any of the Seller's employees relating to periods prior to the Closing, including salary, commissions, bonus, incentives, notice period payments or other benefit accruals, and during the Protective Period, it shall make all such payments to such Hired Employees and the Buyer shall be entitled to require the Seller to (i) provide a breakdown and justification of each payment to each Hired Employee; and (ii) to transmit to the Buyer an amount equal to the aggregate of all such payments, for the Buyer to pay over to the relevant Hired Employees, if required by the Buyer. The Buyer will use its reasonable efforts to provide but shall not be obligated to provide continuations of any such plans, commissions, benefits or incentives after the Closing Date.

9.11. Delivery of originals. The Seller hereby expressly agrees and undertakes, that in the event required by the Buyer, to provide/ submit (i) the originals of the Personnel Records relating to the Hired Employees, (ii) Seller Emails, (iii) Tax records (iv) Customer Data and / or any other document or record relating to the period prior to Closing that has a bearing on the Transferred Business or the transactions contemplated under the Transaction Documents, and /or all complete documents pertaining to any of the above, the Seller shall duly deliver and share with the Buyer or any Person nominated by the Buyer, such originals, forthwith.

## 10. GOVERNING LAW

This Agreement and its performance shall be governed by and construed in all respects in accordance with the laws of India.

## 11. GENERAL PROVISIONS

11.1. Publicity: No publicity release or announcement concerning the transactions contemplated under the Transactions Documents and the contents of the Transaction Documents shall be issued without advance approval of the form and substance thereof by the Buyer, except as may otherwise be required by Law, in which case the Party making such release or announcement will provide concurrent or, if practicable, prior notice to the Buyer and make all endeavors to incorporate the comments of the Buyer.

11.2. Notices: Unless otherwise provided in this Agreement, all notices or other communications to be given shall be made in writing and by letter or email (save as otherwise stated) and shall be deemed to be duly given or made, in the case of (i) personal delivery, when delivered; (ii) a letter after being received by such Party; (iii) e-mail, when sent. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the following Business Day in such place. The details for serving notices as mentioned herein can be changed by the respective Party by duly serving notices on the other Parties informing them of the changes of address and facsimile number.

The details for service of notices as referred to above are as follows:

### 11.2.1. In the case of the Buyer:

Name:	<b>Reliance Commercial Finance Limited</b>
Address:	4th Floor, D-Wing, Trade World, Kamala Mills Compound, S.B. Marg, Lower Parel Mumba – 400013, Maharashtra, India
Telephone:	+91 99300 05287
Email:	amit@authum.com



Attention:	Mr. Amit Dangi
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11.2.2. In the case of the Seller:

Name:	<b>Reliance Home Finance Limited</b>
Address:	The Ruby, 11th Floor, North-West Wing, Plot No. 29, Senapati Bapat Marg, Dadar (West), Mumbai – 400028
Telephone:	+91 88791 14181
Email:	Amit.K.Jha@relianceada.com
Attention:	Mr. Amit Jha

- 11.3. Entire Agreement. This Agreement (including the Exhibits, Annexures and Schedules hereto) and the other Transaction Documents contains the entire, final and exclusive agreement between the Parties hereto with respect to agreement between the Parties to purchase and sale of the Transferred Assets and the Transferred Business and supersedes all prior agreements and understandings, written or oral, with respect thereto.
- 11.4. Waivers; Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties hereto or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any Party may otherwise have at Law or in equity.
- 11.5. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single document.
- 11.6. Assignment. This Agreement is not assignable except (i) by operation of Law; or (ii) in the event the Buyer is desirous of assigning its rights and obligations under this Agreement, in which case it shall be freely assignable by the Buyer to any other nominee, Affiliate or any other Person. This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.
- 11.7. Severability. Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 11.8. Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended, nor will be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any client, customer, Affiliate, stockholder, officer, director, employee or partner of any Party or any other Person, other than the Parties.
- 11.9. Specific Performance and Equitable Relief. The Parties shall be entitled to an injunction, restraining order, right of recovery, suit for specific performance or such other equitable relief as a court of competition jurisdiction may deem necessary or appropriate to restrain the other Party(ies) from committing any violation or to enforce the performance of the covenants, representations, undertakings, and obligations contained in this Agreement. These reliefs are cumulative and are in addition to any and all other legal and equitable rights.
- 11.10. Seller hereby acknowledges and agrees that in no event shall any provision of this Agreement or any other document create or confer on the Seller any right under contract, Law or otherwise to require the Buyer or its subsidiaries or Affiliates to operate the businesses (including the Transferred Business after



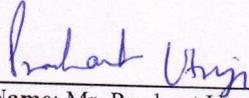
the Closing Date) in a manner consistent with the operation of the Transferred Business by the Seller prior to the Closing; and the Buyer shall have absolute sole discretion with respect to all matters related to the conduct of the Transferred Business.

*[Signature page follows]*



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written in the Preamble hereof.

FOR AND ON BEHALF OF **RELIANCE HOME FINANCE LIMITED**





**Name:** Mr. Prashant Utreja, authorized by way of Board Resolution dated March 29, 2023  
**Title:** Chief Executive Officer, Reliance Home Finance Limited  
**Place:** Mumbai

FOR AND ON BEHALF OF **RELIANCE COMMERCIAL FINANCE LIMITED**





**Name:** Mr. Sanjay Dangi  
**Title:** Director  
**Place:** Mumbai

**SCHEDULE 1  
PART A  
LENDERS AND LOANS**

Sr. No.	Name of Lender	Principal amount of Loan (in INR)	Security Interest	Finance Documents
<b>TERM LOANS</b>				
1)	Bank of Baroda	10,41,07,01,673	Pari-Passu first charge by hypothecation of all the standard book debts and receivables of the Seller, both present and future, except for those book debts and receivables charged/to be charged in favour of National Housing Bank for refinance availed/to be availed, if any, from them.	Sanction Letter ref. no. CFSBAL/ADV/12/321 DB/CBB-I/RHFL/382-2017-18
2)	Bank of India	2,50,00,00,000		Sanction Letter ref. no. NDLCB/SG/2016-17/332
3)	Canara Bank	4,49,61,85,895		Sanction Letter ref. no. SPCB-Fort/ADV/AKA/CR-RHFL/1827/2015-16
4)	Federal Bank	1,00,00,00,000		Sanction Letter ref. no. CIB/VG/RHFL/TL-II/21976/2018 and CIB/VG/RHFL/21588/2016
5)	HDFC Bank Limited	46,66,79,999		Sanction Letters dated 29 March 2014 and 21 March 2017
6)	ICICI Bank Limited	65,97,87,451.73		Sanction Letter ref. no. CAL 1536106756083
7)	Indian Bank	1,20,00,00,000		Sanction Letter ref. no. NP/CR/Nov/2017-18
8)	Jammu & Kashmir Bank Limited	60,00,00,000		Sanction Letter ref. no. JKB/FB/2015-828
9)	Karnataka Bank Limited	20,00,00,000		EC.Res.No.V-13
10)	Prudent ARC Limited (i.e. Bank of Bahrain and Kuwait)	7,50,00,000		Sanction Letter ref. no. PARC/295/2020-21
11)	Punjab & Sind Bank	5,00,00,00,000		1) PSB/AVT/Advance/2014 2)PSB/AVT/Advances/726/2015
12)	Punjab National Bank	2,55,00,00,000		Sanction Letter dated 10 December 2015
13)	State Bank of India	1,00,00,00,000		Sanction Letter ref. no. LP/ADV/RCL/714 F/ADV/AMT-III/2789 CBM/AMT-VI/614
14)	UCO Bank	2,00,00,00,000		Sanction Letter ref. no. FCDN/DGM/236/2015-16
15)	Union Bank of India	1289706182.19		Sanction Letters ref. nos. 0402/1/1044 and 0402/01/293
<b>CASH CREDIT &amp; WORKING CAPITAL DEMAND LOAN</b>				
16)	Axis Bank Limited	38,19,17,075.79	Pari-Passu first charge by hypothecation of all the standard book debts and receivables of the	Sanction Letter ref. no. AXISB/CRG/2018-19/829
17)	Bank of Baroda	89,88,90,926.05		Sanction Letter ref. no. CFSBAL/ADV/14/181



18)	Canara Bank	1,30,08,06,567.24	Company, both present and future, except for those book debts and receivables charged/to be charged in favour of National Housing Bank for refinance availed/to be availed, if any, from them.	Sanction Letter ref. no. SPCB/ADV/PKB/CR-RHFL/32/2018-19
19)	Jammu & Kashmir Bank Limited	72,35,07,476.9		Sanction Letter ref. no. JKB/FB/2015-828
20)	DBS Bank India Limited (formerly Lakshmi Vilas Bank)	78,12,55,037.83		Sanction Letter ref. no. LVB/174/GEN/344/2015-16
21)	Punjab & Sind Bank	1,43,03,43,713.3		Sanction Letter ref. no. PSB/AVT/Advances/726/2015
<b>COMMERCIAL PAPERS</b>				
22)	J C Flowers Asset Reconstruction Private Limited	3,60,00,00,000	Unsecured	Yes Bank Letter YBL/SAM/22-23/669 dated 26 December 2022
23)	Axis Bank Limited	1,24,00,00,000	Unsecured	Deal Confirmation Document and IPA Certificate
<b>INTER-CORPORATE DEPOSITS</b>				
24)	Always Remember Properties Private Limited	1,54,00,00,000	Secured against deposit made with the Registrar at Delhi High Court	Email from Always Remember Properties Private Limited and bank statement for receipt of funds



**SCHEDULE 1**  
**PART B**  
**DEBENTURE TRUSTEES AND DEBENTURES**

Date of DTD	Particular of the Debentures
September 17, 2012	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Unsecured, Rated, redeemable and non-convertible debentures of face value Rs. 10,00,000 (Rupees Ten Lakh) each. <b>Principal Outstanding:</b> Rs. 1,43,00,00,000 ( Rupees One Hundred Crore and Forty Three Lakhs)
January 31, 2013	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Secured, redeemable and non-convertible debentures of face value Rs. 10,00,000 (Rupees Ten Lakh) each <b>Principal Outstanding:</b> 63,70,00,000 (Rupees Sixty-Three Crores and Seventy Lakhs)
July 02, 2014	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Secured, rated, listed, redeemable and non-convertible debentures of face value Rs. 5,00,000 (Rupees Five Lakh) each. <b>Principal Outstanding:</b> Rs. 4,17,00,00,000 (Rupees Six Hundred and Fifty Crores)
June 05, 2015	<b>Debenture Trustee:</b> Catalyst Trusteeship Limited <b>Nature:</b> Unsecured, Rated, redeemable and non-convertible debentures of face value Rs. 5,00,000 (Rupees Five Lakh) each
August 11, 2016	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Unsecured, Rated, redeemable and non-convertible debentures of face value Rs. 5,00,000 (Rupees Five Lakh) each. <b>Principal Outstanding:</b> Rs. 65,00,00,000 ( Rupees Sixty Five Crores)
August 20, 2016	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Secured, rated, listed, redeemable and non-convertible debentures. <b>Total Principal Outstanding:</b> Rs. 2,09,00,00,000 (Rupees Two Hundred and Nine Crores)
January 02, 2017	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Secured, redeemable, non-convertible debentures of face value of Rs. 1,000 (Rupees One Thousand) each <b>Total Principal Outstanding (Secured) :</b> 26,18,27,41,000 ( Rupees Two Thousand Six Hundred Eighteen Crores Twenty Seven Lakhs and Forty One Thousand)
January 02, 2017	<b>Debenture Trustee:</b> IDBI Trusteeship Services Limited <b>Nature:</b> Unsecured, redeemable, non-convertible debentures of face value Rs. 1,000 (Rupees One Thousand each). <b>Total Principal Outstanding (Unsecured) :</b> Rs. 4,35,70,95,000 ( Rupees Four Hundred Thirty Five Crores Seventy Lakhs and Ninety Five Thousand)
January 10, 2018	<b>IDBI Trusteeship Services Limited</b> <b>Nature:</b> Secured, rated, listed, redeemable and non-convertible debentures. <b>Total Principal Outstanding:</b> Rs. 8,58,70,00,000 (Rupees Eight Hundred Fifty Eight Crores and Seventy Lakhs)
February 09, 2018	<b>IDBI Trusteeship Services Limited</b> <b>Nature:</b> Secured, rated, listed, redeemable and non-convertible debentures. <b>Total Principal Outstanding:</b> Rs. 8,00,00,00,000 (Rupees Eight Hundred Crores)



**SCHEDULE 2**  
**PART A**  
**TRANSFERRED ASSETS – ACCOUNTS RECEIVABLES**

Product	Retail / Corporate	Count			
		Standard	NPA	Write-Off	Repo
Own Book	Retail	3802	467		
	Corporate	0	-		
DA- Our Share	Retail	4898	1105		
PTC- our share	Retail	5,465	1,280		
PTC- others share	Retail				
Write-off	Retail			1305	
Repo	Retail				42
<b>Grand Total</b>		<b>14165</b>	<b>2852</b>	<b>1305</b>	<b>42</b>

1. Written-off and Repo cases do not form part of the Loan Book
2. Securitised transactions have also been included in the Loan Book (MRR portion)
3. Pass Through Certificates (“PTC”) Loans form part of the Loan Book as per Ind AS protocols
4. The detailed excel working of the Transferred Assets – Accounts Receivables has been shared via dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix A and forms a part of this Schedule and this Agreement.



**SCHEDULE 2**  
**PART B**  
**TRANSFERRED ASSETS – INVESTMENTS**

**A. List of MLDs and PTCs**

Sr. No.	Description of Asset	Nature of Asset	Supporting Document
1	Kotak Low Duration Fund	Lien Marked Mutual Funds -MLD	Demat Holding Statement
2	HDFC Banking & PSU Debt Fund	Lien Marked Mutual Funds -MLD	Demat Holding Statement
3	Reliance Credit Risk Fund	Lien Marked Mutual Funds -MLD	Demat Holding Statement
4	Reliance Floating rate Fund	Lien Marked Mutual Funds -MLD	Demat Holding Statement
5	Nippon India Liquid Fund	Lien Marked Mutual Funds -MLD	Demat Holding Statement
6	Nippon India Liquid Fund	Lien Marked Mutual Funds- PTC	Statement issued by Fund House
7	RHF Indian Receivable Trust I Sept 30, 2016	Security Receipts - PTC	Demat Holding Statement
8	RHF Indian Receivable Trust II Mar 24, 2017	Security Receipts - PTC	Demat Holding Statement
9	RHF Indian Receivable Trust II Oct 31, 2018	Security Receipts - PTC	Demat Holding Statement
10	RHF Indian Receivable Trust II Jan 23, 2019	Security Receipts - PTC	Demat Holding Statement
11	RHF Indian Receivable Trust III Feb 22, 2019	Security Receipts - PTC	Demat Holding Statement

**B. List of Securities**

Sr.no.	Description	Supporting Documents
1	S Kumars Nationwide Ltd - Equity [1000 shares]	N.A.
2	Meta Copper & Alloys Ltd - Equity [10,000 shares]	N.A.
3	SURAKSHA ARC TRUST 029	Demat Holding Statement
4	Suraksha ARC T0001	N.A.
5	CADMUS IFMR CAPITAL 2015 SR-A2 PTC 05NV15	Demat Holding Statement
6	CFMARC TRUST - 1 RHFL SECURITY RECEIPTS 30JU18	Demat Holding Statement
7	GELOS IFMR CAPITAL 2015 SR-A2 PTC 29MY15	Demat Holding Statement
8	IFMR CAPITAL MOSEC AGON 2015 SR-A2 PTC 28FB15	Demat Holding Statement
9	ILSS 4 TRUST 2011-ITSL SR-A2 PTC 17AG10	Demat Holding Statement
10	NIP CRF-SP2 D-GROW	Demat Holding Statement
11	NIP SDF-SP2 D-GROW	Demat Holding Statement

**C. Investments related to PTC transactions – Lien Marked FDs (refer foot-note at end of table)**

Deal No.	Current Investor	Credit Enhancement	Account No	Bank
135	ICICI Bank Limited	Fixed Deposit	2625300045696	DCB Bank Limited
40	ICICI Bank Limited	Fixed Deposit	10005277962	IDFC First Bank Limited
40	ICICI Bank Limited	Fixed Deposit	10005277871	IDFC First Bank Limited



129	ICICI Bank Limited	Fixed Deposit	02625300047001	DCB Bank Limited
129	ICICI Bank Limited	Fixed Deposit	02625300044244	DCB Bank Limited
129	ICICI Bank Limited	Fixed Deposit	02625300041627	DCB Bank Limited
129	ICICI Bank Limited	Fixed Deposit	02625300045553	DCB Bank Limited
135	ICICI Bank Limited	Fixed Deposit	02625300043078	DCB Bank Limited
135	ICICI Bank Limited	Fixed Deposit	02625300043050	DCB Bank Limited
135	ICICI Bank Limited	Fixed Deposit	02625300043069	DCB Bank Limited
136	IDFC First Bank Limited	Fixed Deposit	10004024014	IDFC First Bank Limited
136	IDFC First Bank Limited	Fixed Deposit	10004022460	IDFC First Bank Limited
157	ICICI Bank Limited	Fixed Deposit	039310035570	ICICI Bank Limited
157	ICICI Bank Limited	Fixed Deposit	039310035571	ICICI Bank Limited
157	ICICI Bank Limited	Fixed Deposit	039310035572	ICICI Bank Limited
157	ICICI Bank Limited	Fixed Deposit	039310036439	ICICI Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300297984	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300297974	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300297994	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300298055	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300298015	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300298035	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300298025	YES Bank Limited
158	Yes Bank Limited	Fixed Deposit	000140300298065	YES Bank Limited
159	Yes Bank Limited	Fixed Deposit	000140300298005	YES Bank Limited
159	Yes Bank Limited	Fixed Deposit	000140300297964	YES Bank Limited
159	Yes Bank Limited	Fixed Deposit	000140300298045	YES Bank Limited
159	Yes Bank Limited	Fixed Deposit	000140300298075	YES Bank Limited
162	ICICI Bank Limited	Fixed Deposit	039310035756	ICICI Bank Limited
162	ICICI Bank Limited	Fixed Deposit	039310035757	ICICI Bank Limited
164	ICICI Bank Limited	Fixed Deposit	039310036722	ICICI Bank Limited
164	ICICI Bank Limited	Fixed Deposit	039310036007	ICICI Bank Limited
164	ICICI Bank Limited	Fixed Deposit	039310036006	ICICI Bank Limited
168	ICICI Bank Limited	Fixed Deposit	039310039531	ICICI Bank Limited
168	ICICI Bank Limited	Fixed Deposit	039310036263	ICICI Bank Limited
168	ICICI Bank Limited	Fixed Deposit	039310037412	ICICI Bank Limited
168	ICICI Bank Limited	Fixed Deposit	039310036264	ICICI Bank Limited
169	ICICI Bank Limited	Fixed Deposit	39310039530	ICICI Bank Limited
169	ICICI Bank Limited	Fixed Deposit	039310036261	ICICI Bank Limited
169	ICICI Bank Limited	Fixed Deposit	039310037413	ICICI Bank Limited
169	ICICI Bank Limited	Fixed Deposit	039310037671	ICICI Bank Limited
169	ICICI Bank Limited	Fixed Deposit	039310036262	ICICI Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300275967	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300275977	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300275987	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300275997	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300276008	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300276018	YES Bank Limited



174	Yes Bank Limited	Fixed Deposit	000140300276028	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300276038	YES Bank Limited
174	Yes Bank Limited	Fixed Deposit	000140300239993	YES Bank Limited

\*Detailed email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix B and forms a part of this Schedule and this Agreement

**D. Fixed Deposits in the name of the Trust**

Deal No.	Current Investor	Credit Enhancement	Account No	Bank
171	Kotak Mahindra Bank Limited	Fixed Deposit	5447684882	Kotak Mahindra Bank Limited
171	Kotak Mahindra Bank Limited	Fixed Deposit	5447684899	Kotak Mahindra Bank Limited
171	Kotak Mahindra Bank Limited	Fixed Deposit	5447911780	Kotak Mahindra Bank Limited
172	Kotak Mahindra Bank Limited	Fixed Deposit	5447684851	Kotak Mahindra Bank Limited
172	Kotak Mahindra Bank Limited	Fixed Deposit	5447684868	Kotak Mahindra Bank Limited
172	Kotak Mahindra Bank Limited	Fixed Deposit	5447998873	Kotak Mahindra Bank Limited

\*Detailed email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix B and forms a part of this Schedule and this Agreement.

E. All cash and cash balances held in all the Seller Existing Bank Account shall form part of the Transferred Assets – Investments.



**SCHEDULE 2**  
**PART C**  
**TRANSFERRED ASSETS – MOVABLES**

Sr. No.	Description of Asset	Count of Assets	Nature of Assets
1.	Data Processing Machines	515	Property, Plant & Equipment
2.	Furniture	574	Property, Plant & Equipment
3.	Office Equipment	58	Property, Plant & Equipment
4.	Computer Software	43	Other Intangible Assets

Details of all Transferred Assets – Movables are included in email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix C and forms a part of this Schedule and this Agreement.



**SCHEDULE 2**  
**PART D**  
**TRANSFERRED ASSETS – OTHER ASSETS**

Sr. No.	Description of Asset	Nature of Asset	Details of Supporting Documents
1.	Interest Accrued on Investments	Financial Asset	FD Receipt
2.	Sundry Advances	Financial Asset	Balance Confirmation statements + MF Statements (Credit enhancement cases handled by Indian Receivable Trust)
3.	Reliance Securities – Margin Money*	Financial Asset	NOC and Email confirmation
4.	Security Deposit	Financial Asset	Other Receipts
5.	Other Financial Assets – secu pool receipts	Financial Asset	Securitisation Agreements + Statement of Accounts
6.	Prepaid Expenses	Non-Financial Asset	Vendor receipts & agreements
7.	Repossessed Assets (net of provisions)	Non-Financial Asset	Loan Agreements + Legal Documents + Section 14 Orders
8.	GST Input Credits	Non-Financial Asset	Electronic Credit Ledger from GST portal

\*Detailed email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix D and forms a part of this Schedule and this Agreement.



**SCHEDULE 2  
PART E  
ASSUMED LIABILITIES**

Sr. No.	Particulars of Liability	Details of Supporting Documents
1.	Payable to Vendors	Vendor level list available
2.	Advance from Customers & Foreclosure charges if any	Open Credit Entries
3.	Collateral Deposits from customers	Statement of Account generated from Loan Management Software

Note :- Any payment to Reliance Capital Limited or any of its affiliate not covered as part of Assumed Liabilities.

Detailed break-up of the Assumed Liabilities received from the Seller via email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix E and forms a part of this Schedule and this Agreement.

It is clarified that any payment with respect to employee dues shall be settled by the Seller prior to Closing as per this Agreement.



**SCHEDULE 3  
PART A  
CP COMPLETION CERTIFICATE**

[On the letterhead of the Seller]

BY EMAIL / HAND DELIVERY

[Insert Date]

To,  
Reliance Commercial Finance Limited  
4th Floor, D-Wing, Trade World,  
Kamala Mills Compound, S.B. Marg,  
Lower Parel Mumbai – 400 013  
Email: [insert email address]  
Kind Attention: [insert name]

Dear Sir,

**Sub: Certificate under Section 4 of the Agreement to Transfer Business Agreement dated March [•], 2023 (“Agreement”).**

Dear Sirs,

We hereby certify that:

- (i) the Conditions Precedent set out in Sr. No. [•], [•], [•] and [•] of Schedule 4 to the Agreement have been completed / fulfilled in accordance with the terms of the Agreement and documentary proof of the completion of such the Conditions Precedent is enclosed herewith. A table showing each Condition Precedent, the compliance status, manner in which it is completed / satisfied and the relevant supporting documents is enclosed, and
- (ii) [the Conditions Precedent set out in Sr. nos. [•], [•], [•] and [•] of Schedule 4 to the Agreement have been duly waived by you in accordance with the terms of the Agreement.]
- (iii) [the Conditions Precedent set out in Sr. nos. [•], [•], [•] and [•] of Schedule 4 to the Agreement have been made a Conditions Subsequent in accordance with the terms of the Agreement.]

If all the Conditions Precedent have been fulfilled (or waived or made a Conditions Subsequent, as the case may be) to your satisfaction, we request you to fix the Closing Date in accordance with the terms of the Agreement.

All capitalised words and expressions used but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

\_\_\_\_\_  
Name: [Insert name]  
Designation: [insert designation]  
Reliance Home Finance Limited

CC: Authum Investment & Infrastructure Limited  
707, Raheja Centre, Free Press Journal Marg,  
Nariman Point, Mumbai 400 021  
Email: info@authum.com, amit@authum.com  
Kind Attention: Mr. Amit Dangi, Director



**SCHEDULE 3  
PART B  
CLOSING DATE CERTIFICATE**

[On the letterhead of the Buyer]

BY EMAIL / HAND DELIVERY

[Insert Date]

To,  
Reliance Home Finance Limited  
The Ruby, 11th Floor, North-West Wing,  
Plot No. 29, Senapati Bapat Marg, Dadar (West),  
Mumbai – 400028  
Email: [insert email]  
Kind Attention: [insert name and designation]

Dear Sir,

**Sub: Certificate under Section 4 of the Agreement to Transfer Business Agreement dated March [●], 2023 (“Agreement”).**

We refer to the Agreement and your CP Completion Certificate dated [insert date].

Pursuant to Section 6.1 of the Agreement, we submit that the Closing Date for the purposes of the Agreement shall be [insert date] and Closing shall take place at [insert address].

All capitalised words and expressions used but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

\_\_\_\_\_  
Name: [Insert name]  
Designation: [insert designation]  
Reliance Commercial Finance Limited

**CC:** Authum Investment & Infrastructure Limited  
707, Raheja Centre, Free Press Journal Marg,  
Nariman Point, Mumbai 400 021  
Email: info@authum.com, amit@authum.com  
Kind Attention: Mr. Amit Dangi, Director



**SCHEDULE 4**  
**CONDITIONS PRECEDENT**

1. Seller Resolutions: The Seller shall have delivered to the Buyer a certified true copy of the extract of the necessary Board and shareholders' resolutions of the Seller authorizing and approving the execution, delivery and performance of this Agreement, the other Transaction Documents and for implementation of the Resolution Plan, including but not limited to the following resolutions:
  - (i) approving the execution, delivery, and performance of this Agreement and the other Transaction Documents;
  - (ii) authorising the authorised representative of the Seller to execute this Agreement and the other Transaction Documents;
  - (iii) effecting the transfer of the Transferred Business and the Transferred Assets from the Seller to the Buyer in terms of this Agreement and all other transactions contemplated hereunder; and
  - (iv) approving undertaking all actions necessary for consummating the transactions contemplated under this Agreement and the other Transaction Documents and for implementation of the Resolution Plan.
2. Seller Limited Financial Statement and other documents & details: The Seller shall have delivered to the Buyer a copy of the updated Seller Limited Financial Statement.
3. Payments to Lenders and Debenture Trustees (for the benefit of the Debenture Holders) and/or Debenture Holders: The Seller shall have made all payments as agreed to be paid to the Lenders and Debenture Trustees (for the benefit of the Debenture Holders) in implementation of the Resolution Plan.
4. Standing Instructions for Seller Existing Bank Accounts: The Seller shall have transferred all balances in the Seller Expense Account as on Closing Date, over and above an amount of INR 3,00,00,000 (Rupees Three Crore) shall be transferred to any of the other Seller Existing Bank Accounts. The Seller shall have issued irrevocable and unconditional standing instructions to all banks with which the Seller Existing Bank Accounts are held, instructing such banks to transfer any amounts credited in Seller Existing Bank Accounts to the Escrow Account, immediately and in any event, within a period of 1 (one) day from the date of deposit of such amount in the relevant Seller Existing Bank Account.
5. Approvals under Transferred Agreements: The Seller shall have obtained, all necessary consents, no-objections, and approvals from, and provided all necessary intimations and notifications to, all Customers and Vendors as may be necessary under each of the Transferred Agreements with respect to execution, performance and consummation of the transactions contemplated by this Agreement and the other Transaction Documents, including but not limited to the Customers set out in Schedule 7 and Vendors set out in Schedule 7, and shall obtain a consent and no objection certificate from all such third parties in the form and substance acceptable to the Buyer.
6. Approvals under First Loss Credit Default Agreements and Third Party Assets Contracts: The Seller shall have obtained, an irrevocable and unconditional consent and no-objection from, and provided all necessary intimations and notifications to, all concerned Third Party(ies) holding any PTCs as may be necessary under each of the First Loss Credit Default Agreements, in the form and substance acceptable to the Buyer, (i) with respect to execution, performance and consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (ii) assignment / novation of the First Loss Credit Default Agreements and the Buyer becoming entitled to all rights, titles, and interests of the Seller under the First Loss Credit Default Agreements and the First Loss Credit Default Agreements continuing on the same terms and conditions as were prevailing prior to Closing Date, (iii) the Buyer being entitled to any and all monies received or receivable by the Seller, if any, under or in connection with the Credit Enhancement FD and the First Loss Default Agreements, as the case may be, (iv) redemption of the Credit Enhancement FD and the proceeds thereof being transferred to the Buyer, and (v) the Buyer creating a fixed deposit on the same terms and conditions of the Credit Enhancement FD as were prevailing prior to the Closing Date.
7. Hired Employees:



- (a) The Seller shall fully assist the Buyer to make offers to employ the Identified Employees (including arranging meetings and facilitating communication) and facilitate the execution of the Employment Agreements by all such Identified Employees, which employment shall be effective from the Closing Date.
  - (b) The Seller shall facilitate the submission of resignation letters of all the Identified Employees terminating their employment with the Seller (in the form and substance set out in Schedule 10), which resignations shall become effective on the Closing Date and the Seller shall fully relieve and release those Identified Employees from the Seller's employment, including by waiver of any notice period (if applicable) to be served by such Identified Employee prior to the Closing Date. To that extent, the Seller shall issue a relieving letter to each of the Identified Employees prior to the Closing Date (in the form and substance set out in Schedule 11).
  - (c) The Seller shall obtain and provide to the Buyer all challans for a period of 12 (twelve) months prior to the Closing Date, evidencing payment of all Provident Fund Amounts as on the Closing Date, to the satisfaction of the Buyer.
  - (d) In respect of the entire Gratuity Amount (as per the latest actuarial valuation report in relation to the Hired Employees acceptable to the Buyer), the Seller shall have obtained all requisite statutory and regulatory approvals of the appropriate authorities (if required) and shall have settled all payments in relation to the said accrued Gratuity Amount to the Hired Employees.
  - (e) The Seller shall obtain, from each of the Hired Employees, a no claim / no dues letter, in the form and substance set out in Schedule 12, whereby each such Hired Employee shall confirm that he / she has no employee related claim including any accrued salary and compensation, bonuses, sale incentive or commissions, leave encashment, expense reimbursements, overtime, social security, severance, and any other applicable payments in relation to termination of employment or otherwise, including the Gratuity Amount and Provident Fund Amount, against the Seller, for any period prior to the Closing.
8. Seller Email Accounts: The Seller shall have exported all emails sent or received by any employees of the Seller in relation to the Transferred Business, including to and from the Customers and Vendors or any other internal email exchanges pertaining to the Transferred Business, into '.PST' file formats, and shall have compressed such file sizes to the maximum possible extent, to the satisfaction of the Buyer. The Seller shall have renamed all such '.PST' files as per employee, and prepared and provided to the Buyer a list of all such '.PST' files along with the size of each such file in megabytes (collectively, the "Seller Emails") and shall provide complete uninterrupted access to the Seller Emails to the Buyer and its representatives on and from the Execution Date.
  9. 281 Certificate: The Seller shall make an application to the relevant Government Authority for obtaining an income tax clearance certificate under Section 281 of the Income Tax Act, 1961 in connection with the assets of the Seller.
  10. Actuarial Certificate: The Seller shall provide to the Buyer an actuarial certificate for the period ending on the Closing Date issued by an actuarial valuer acceptable to the Buyer, depicting and confirming the accurate aggregate Gratuity Amount payable to the Identified Employees (including those Identified Employees who have already received or shall receive Gratuity from the Seller) as on the Closing Date.
  11. Document Management Agencies Approval: The Seller shall have obtained an unconditional prior written consent and no-objection from the Document Management Agencies to continue safekeeping and holding the Document Management Agencies Records on behalf of the Buyer, on and from the Closing Date and confirming that on and from the Closing Date, the Document Management Agencies shall be deemed to be holding the Document Management Agencies Records on behalf of and for the benefit of the Buyer.
  12. Other Approvals: The Seller shall have obtained an unconditional prior written consent and no-objection, to the extent required, from all third parties and Government Authorities, as may be necessary for the sale, transfer, assignment, and conveyance of the Transferred Business, the Transferred Asset, and entering into, delivering, and performing this Agreement, the other Transaction Documents and implementation of the Resolution Plan, and delivered documentary evidence in this regard to the Buyer.
  13. Other Actions: Any other action to reasonably be undertaken by the Seller arising as a result of (i) fulfilment



of any of the Conditions Precedent set out in Section 4 and this Schedule 4); and/or (ii) any requirement by the Buyer in order to achieve Closing.



**SCHEDULE 5  
PART A  
CLOSING ACTIONS**

**Seller's Closing Actions**

1. Seller shall deliver to the Buyer, all documents necessary, and take all actions required, including but not limited to securities transfer forms and delivery instruction slips, for consummating the sale, conveyance, assignment, transfer, and delivery of the Transferred Assets – Investments to the Buyer.
2. Seller shall deliver to the Buyer, a delivery challan / receipt, in a form and substance acceptable to the Buyer, evidencing consummation of the sale, conveyance, assignment, transfer, and delivery of the Transferred Assets – Movables to the Buyer along with all necessary passcodes, passwords, login credentials and keys to enable the Buyer to effectively operate such Assets.
3. Seller shall, at the option of the Buyer, cause the transfer and assignment of all the Transferred Agreements and cause all parties to the Transferred Agreements to enter into the necessary documents and writings, including any assignment / novation instrument with the respective counterparties (or, if such contracts have already been executed, such contracts shall become effective); as may be required by the Buyer to cause the transfer and assignment of the Transferred Agreements, and deliver documentary evidence in this regard to the Buyer.
4. Seller shall, at the option of the Buyer, confirm that they will execute necessary documents for assignment / novation of the First Loss Credit Default Agreements, to the end and intent that the Buyer shall be entitled to all the rights, titles, and interests of Seller under the First Loss Credit Default Agreements, on the same terms and conditions (including the identity and terms of the collection and servicing agent(s)) as were prevailing prior to Closing Date.
5. The Seller shall deliver to the Buyer, all original agreements, Contracts, deeds, ownership documents, title documents, registers, books, records, purchase receipts, relating to, relating to the Transferred Business or otherwise evidencing ownership of and / or interest in, the Transferred Assets and the Assumed Liabilities, including but not limited to the Transferred Agreements and all original documents relating to the Transferred Assets – Accounts Receivables and the Obligor Legal Proceedings, in a form and manner to the satisfaction of the Buyer.
6. The Seller shall deliver and hand over to the Buyer all original Records, in a form and manner to the satisfaction of the Buyer.
7. The Seller shall deliver to the Buyer, communication from the Document Management Agencies confirming that on and from the Closing Date, it shall continue to hold and safekeep the Document Management Agencies Records on behalf of and for the benefit of the Buyer, on the same terms and conditions as prevailing prior to the Closing Date.
8. Seller shall deliver to the Buyer, full and complete records and documents relating to the Hired Employees as well as provide written employment policies which enlist the terms and conditions of the employment of the Hired Employees, and on the Closing Date, the Hired Employees shall become employees of the Buyer, with continuity of service.
9. The Seller shall hand over, in electronic form, in the mode as may be acceptable to the Buyer, all Seller Emails in '.PST' file formats, and shall facilitate the upload of all such Seller Emails to the email domain / server designated by the Buyer and / or to any other location or email accounts as the Buyer may indicate. The Seller shall permanently delete all Seller Emails and related email accounts from the email server and system of the Seller. The Buyer shall be entitled to verify the transfer and upload of the Seller Emails by logging into the newly created email accounts with the Buyer and sending/receiving test emails from the said email accounts on individual devices (such as laptops, mobile phones, etc.) of each user.
10. The Seller shall facilitate the transfer of the respective Provident Fund Amounts of the Hired Employees from the Seller to the Buyer, including facilitating submission of necessary transfer requests by the Hired Employees (if so required by such Hired Employees) and in such case, take all the necessary steps to ensure



that the Provident Fund Amounts are transferred by the respective Hired Employees from the Seller to the Buyer. The Seller undertakes to cooperate with and support all transfer requests made by the Hired Employees for transfer of the Provident Fund Amounts, including by providing necessary approvals and consents to such transfer and filing necessary forms and taking all necessary steps and doing all acts, deed and things in relation thereto.

11. The Seller shall deliver to the Buyer, full and complete records relating to the Customer Data, and all unmasked information, documents and data in relation to the Customers including without limitation all relevant information necessary for the Buyer (and requested by the Buyer at any time) to undertake and fulfill any covenants or obligations under the Transferred Agreements and carry on the Transferred Business. The Seller agrees that the delivery of such records pertaining to Customer Data is in compliance with any and all data protection laws and undertakes to execute such actions as may be necessary to ensure compliance with such laws or regulations, and on and from the Closing Date, the Customers shall be deemed to have become the Buyer's customers.
12. The Seller shall transfer all monies and amounts in the Seller Existing Bank Account (as on the Closing Date), save and except for the amounts to be transferred to the Lenders and the Debenture Trustee / Debenture Holders, to the Escrow Account, for the benefit of the Buyer.

#### Buyer's Closing Actions

13. The Buyer shall remit the Purchase Consideration to the Seller Designated Account.

#### Joint Closing Actions

14. The Seller and the Buyer shall enter into the Deed(s) of Assignment (Accounts Receivables) for consummating the sale, conveyance, assignment, and transfer from the Seller to the Buyer, on the Closing Date, of the Transferred Assets – Accounts Receivables, together with all rights, titles and interests attached thereto, free and clear of all liens, claims and Encumbrances of any nature.
15. The Seller and the Buyer shall enter into the Deed of Assignment (Other Transferred Assets) to record the sale, conveyance, assignment, and transfer of the Transferred Assets – Investments, Transferred Assets – Movables and Transferred Assets – Others to the Buyer, in a form acceptable to the Buyer.
16. The Seller and the Buyer shall facilitate the execution of the Employment Agreements between the Buyer and the Identified Employees (that are desirous of accepting employment with the Buyer), in the form and upon such terms as required by the Buyer.
17. The Parties shall confirm, in writing, that all the closing actions contemplated under this Part A of Schedule 5 have been completed / fulfilled / satisfied in accordance with this Agreement and that the Closing has occurred, by executing a closing memorandum or such other document evidencing the effectiveness of the Business Transfer in the form and substance acceptable to the Buyer (“Closing Memorandum”).



**SCHEDULE 5**  
**PART B**  
**CONDITIONS SUBSEQUENT**

1. The Seller shall deliver to the Buyer the Seller Closing Financial Statement, which shall be updated to the extent of the line items that have taken place between the date as on which the Seller Limited Financial Statement has been provided, and the Closing Date, on account of operations of the Transferred Business, within a period of 7 (seven) days from the Closing Date, or such other extended period acceptable to the Buyer.
2. The Seller shall deliver to the Buyer, an income tax clearance certificate under Section 281 of the Income Tax Act, 1961 in connection with the assets of the Seller, within a period of 30 (thirty) days from the Closing Date or such other extended period acceptable to the Buyer.
3. Such other acts, actions, deeds, and enter into all such documents as may be required by the Buyer in order to achieve the commercial objective of this Agreement, the other Transaction Documents, and the Resolution Plan and the transactions contemplated hereunder and thereunder, within such timelines as may be acceptable to the Buyer.



**SCHEDULE 6**  
**IDENTIFIED EMPLOYEES**

S.No	Emp ID	Name	Gender	Date of joining	Date of birth	Contact No	Designation
1	70901711	Akshay Mhadye	Male	05-May-22	28-Oct-94	9326525307	Assistant Manager - Collections
2	70740960	Akshay Parekh	Male	04-May-20	03-Aug-91	9725014225	Branch Collections Manager
3	70747741	Amit Kumar Jha	Male	13-Jul-20	29-Dec-81	8879114181	Chief Financial Officer
4	70254350	Amol Piprade	Male	14-Apr-14	05-Oct-71	9167901759	Manager - Compliance
5	70285344	Amrinder Singh	Male	27-Jun-17	23-Jan-80	9646144000	Area Collections Manager
6	70178671	Aqeel Ahmad	Male	01-Nov-12	25-Sep-82	8010728958	Senior Manager - Risk
7	70179052	Aravind Panchapakesan	Male	07-Dec-07	11-Oct-73	7483329291	Head - Operations
8	70284094	Arpita Shah	Female	06-Apr-17	25-Oct-91	9322165859	Manager - Company Secretarial
9	70901945	Bimla Rawat	Female	23-Aug-22	13-Jul-77	8376985130	Assistant Manager - Collections
10	70179159	Chanan Singh	Male	06-Oct-14	28-Jul-80	7307302235	Area Operations Manager
11	70176516	Darshan Visaria	Male	17-Sep-13	19-Sep-86	9820464174	Head - Talent Acquisition & Relations
12	70757553	Deepak Saini	Male	06-Oct-20	13-Apr-95	8740866061	Assistant Manager - Collections Legal
13	70178893	Deepak Upadhyay	Male	01-Aug-12	07-Mar-85	9015162567	Senior Manager - Admin & Infra
14	70788815	Dhilipan Jose	Male	10-Jun-21	01-Jan-92	8056375928	Branch Collections Manager
15	70306208	Dhirendra Kushwaha	Male	25-Apr-18	02-Jul-87	7506128210	Assistant Manager - Operations
16	70314752	Dilip Gupta	Male	16-Oct-18	25-Mar-90	9773538956	Branch Collections Manager
17	70900787	Dinesh M	Male	30-Sep-21	03-Jan-92	8248800935	Assistant Manager - Collections Legal
18	70900993	Dipanjan Roy Choudhury	Male	01-Nov-21	13-Feb-94	9674917257	Deputy Manager - Collections Legal
19	70739545	Dipesh Vaidya	Male	05-May-20	21-Aug-97	9370221644	Assistant Manager - Finance
20	70276074	Dipika Thakur	Female	23-Mar-16	06-Aug-89	9322287692	Assistant Manager - Operations
21	70287496	Falguni Raval	Female	18-Sep-17	01-Dec-89	9726341777	Branch Operations Manager
22	70313227	Ganesh A	Male	14-Sep-18	09-May-79	9884013088	Branch Collections Manager
23	70309537	Ganesh Bindal	Male	02-Jul-18	01-Sep-75	9350835382	Branch Operations Manager
24	70179205	Ganesh Mhatre	Male	01-Jun-13	13-Apr-78	9699584862	Deputy Manager - Finance
25	70901893	Gaurav Dhanve	Male	01-Aug-22	14-Feb-92	7020825520	Branch Collections Manager



26	70740519	Himanshu Mathur	Male	05-May-20	31-Mar-85	9414475076	Branch Operations Manager
27	70743208	Hitesh Chauhan	Male	09-Jun-20	23-Jul-92	9537627514	Branch Collections Manager
28	70700983	Jaya Prakash	Male	03-Jun-19	30-Aug-77	9884222231	Area Collections Manager
29	70901908	Jeevan Singh Bist	Male	04-Aug-22	08-Nov-86	7977211043	Manager - Finance
30	70179490	Jilani Patel	Male	29-Sep-17	02-Jun-89	9320701213	Manager - Human Resources
31	70902004	Juliana Rodrigues	Female	30-Sep-22	09-Jan-73	9029673091	Executive Secretary
32	70093591	Jyothi Dhuppar	Female	01-Apr-11	29-Oct-71	9699396668	Head - Product Management
33	70901598	Jyoti Anpat	Female	01-Mar-22	20-Jan-89	8879708204	Deputy Manager - Finance
34	70901689	Ketan Solanki	Male	25-Apr-22	21-Oct-78	7574821110	Branch Collections Manager
35	70080382	Kishore Karmaran	Male	01-Oct-05	31-Mar-67	9324904893	Head - Administration & Infrastructure
36	70704570	Kodandda R	Male	29-Apr-19	01-Jun-76	9052003980	Area Collections Manager
37	70277955	Krishna Kumar V	Male	29-Jun-16	18-Jun-74	9381702442	Manager - Operations
38	70307484	Lalit Bisht	Male	17-May-18	25-Feb-68	8178674024	Head – Collections & Collections Legal
39	70287577	Lalit Goel	Male	18-Sep-17	15-Apr-73	9888038804	Regional Collections Manager
40	70744071	Mandeep Sharma	Male	17-Jun-20	25-Jan-87	9569081398	Deputy Manager - Collections Legal
41	70900007	Maninder Singh	Male	15-Jul-21	15-Jun-88	9896485525	Branch Collections Manager
42	70252534	Mayur Avahd	Male	03-Feb-14	09-Dec-85	9699926262	Deputy Manager - Operations
43	70178553	Mayuri Nagdev	Female	21-Apr-14	09-Jun-89	9022405433	Assistant Manager - Operations
44	70902251	Meet Patel	Male	05-Jan-23	27-Jun-90	9925029664	Branch Collections Manager
45	70315406	Nachiketa Purohit	Male	05-Nov-18	29-Sep-82	7977449954	Senior Manager - Company Secretarial
46	70739759	Naveen Trivedi	Male	05-May-20	19-Aug-83	9636399995	Branch Collections Manager
47	70283243	Nayna Athalye	Female	01-Feb-17	06-Apr-72	9372602233	Branch Operations Manager
48	70271640	Nimesh Chonkar	Male	30-Sep-15	10-Oct-83	8080010682	Head - Compensation & Benefits
49	70298698	Noor Mohamed	Male	31-Oct-17	05-Jun-76	9344515994	Branch Operations Manager
50	70303397	Pankaj Ingale	Male	23-Jan-18	31-Jan-91	8082659838	Assistant Manager - Operations
51	70314033	Pankaj Jayant	Male	29-Nov-18	07-Apr-82	9999748087	Branch Collections Manager
52	70178595	Partho Rakshit	Male	01-Sep-12	18-Feb-83	9681288175	Branch Operations Manager
53	70179233	Parul Jain	Female	08-May-07	30-Nov-84	9323431345	Company Secretary & Compliance Officer
54	70179148	Pawan Sharma	Male	01-Jun-15	26-Aug-87	9958052806	Branch Operations Manager



55	70306651	Potturi Murthi	Male	27-Apr-18	25-Apr-80	9848797116	Branch Operations Manager
56	70178551	Prakash Shirke	Male	01-Apr-15	01-Nov-81	9004771000	Senior Manager - Operations
57	70274967	Pramod Ukirde	Male	05-Feb-16	02-Jun-80	8767459485	Manager - Operations
58	70901864	Prashant Burman	Male	11-Jul-22	11-Jul-89	9007360215	Regional Collections Legal Manager
59	70275943	Prashant Dhokte	Male	18-Mar-16	26-Dec-86	7666468974	Deputy Manager - Finance
60	70095092	Prashant Utreja	Male	24-Oct-05	24-Jul-74	9322134678	Chief Executive Officer
61	70299619	Prashantsinh Champavat	Male	30-Jan-18	10-Sep-80	7045656985	Regional Collections Manager
62	70900661	Priya Shetty	Female	20-Sep-21	31-Dec-82	9867985167	Manager - Finance
63	70179247	Rakesh Khosla	Male	01-Dec-10	03-Jan-65	8080708024	Head - Information Technology
64	70901967	Ram Gangapure	Male	09-Sep-22	12-Dec-81	9860595670	Manager - Collections Legal
65	70179204	Ramchandra Surpur	Male	08-Mar-08	11-Apr-70	9324582531	Chief Manager - Finance
66	70786803	Ranjan Kamle	Male	25-May-21	29-Jan-89	9930250120	Manager - Admin & Infra
67	70316163	Ranjeet Kumar Dubey	Male	30-Nov-18	01-Jul-87	9324671175	Area Collections Manager
68	70901946	Rathnaprakash P	Male	23-Aug-22	15-Sep-90	9940525230	Branch Operations Manager
69	70788464	Ratnaghosh Raul	Male	08-Jun-21	12-Jan-85	7350885674	Branch Collections Manager
70	70900443	Ravikant Upadhyay	Male	30-Aug-21	12-Dec-82	8291414461	Regional Collections Manager
71	70307938	Rinki Rajal	Female	28-May-18	29-Oct-89	8080099321	Manager - Human Resources
72	70302686	Rohan Dhanawade	Male	16-Jan-18	02-Jul-89	9136113249	Assistant Manager - Finance
73	70724175	Rohan More	Male	02-Jan-20	18-Oct-89	9594081435	Branch Collections Manager
74	70178688	Rupesh Khandare	Male	16-Jul-14	10-Jun-86	7303577032	Branch Operations Manager
75	70179128	Sachin Chopdekar	Male	01-Apr-15	13-Dec-77	9892144583	Assistant Manager - Operations
76	70179162	Sachin Gawde	Male	18-Mar-13	29-Jan-82	7303093376	Deputy Manager - Operations
77	70310286	Sameer Tondwalkar	Male	16-Jul-18	10-Nov-81	9920108963	Senior Manager - Operations
78	70902121	Sandeep Maske	Male	01-Nov-22	14-Jan-85	8169383827	Assistant Vice President - Finance
79	70313904	Sandip Thakur	Male	20-Dec-18	20-Nov-85	9881881799	Branch Collections Manager
80	70316961	Sanjay Sutar	Male	24-Dec-18	09-Jul-86	9833793336	Manager - Information Technology
81	70762742	Sapana Jain	Female	18-Nov-20	17-Sep-94	8898114049	Senior Manager - Finance
82	70319023	Satheesh Krishnan	Male	08-May-19	08-Oct-85	9962747582	Branch Collections Manager
83	70310307	Saugata Pal	Male	16-Jul-18	15-Oct-73	9830668407	Branch Collections Manager



84	70284172	Senthil Kumar	Male	17-Apr-17	15-Jul-72	9361619362	Regional Collections Legal Manager
85	70901480	Shankar K	Male	24-Dec-21	20-May-85	8553771125	Branch Collections Manager
86	70762740	Shivrajsinh Chudasma	Male	02-Jan-21	09-Jul-93	9712175252	Branch Collections Manager
87	70901949	Sonali Malik	Female	01-Sep-22	17-Jun-95	8451930016	Deputy Manager - Human Resources
88	70178729	Soumyajit Sen	Male	14-Sep-10	15-Jul-73	7666623152	Head - Customer Service
89	70900994	Sumit Tamkar	Male	29-Oct-21	18-Jul-92	8655547295	Assistant Manager - Finance
90	70901712	Sunil Das	Male	10-May-22	04-Nov-78	9800000211	Regional Collections Manager
91	70280425	Sunil Kedare	Male	22-Sep-16	10-Nov-81	9967477715	Manager - Finance
92	70306750	Sunil Kumar	Male	02-May-18	06-Oct-83	9646266965	Branch Operations Manager
93	70303866	Sunil Pal	Male	30-Jan-18	02-Jul-84	9867734662	Deputy Manager - Operations
94	70900992	Sunil Talekar	Male	29-Oct-21	27-Nov-83	9768103590	Manager - Finance
95	70308073	Surendra M	Male	11-Jun-18	29-May-77	9770518972	Area Operations Manager
96	70900916	Sweta Narvekar	Female	13-Oct-21	17-Jul-91	7021506859	Manager - Legal
97	70018061	Thimmaiah CG	Male	09-Jul-07	15-Jul-65	9379676304	Head - Risk Management
98	70179146	Thiyagarajan Venu	Male	02-Jun-14	05-Jul-78	9025350302	Branch Operations Manager
99	70310117	Vaneesa Fernandes	Female	30-Jul-18	17-Dec-92	9819801724	Deputy Manager - Operations
100	70901343	Venkatadri	Male	01-Dec-21	24-Aug-84	9844940970	Branch Operations Manager
101	70901779	Venkateshan Sengundhar	Male	03-Jun-22	26-Apr-93	7048110970	Deputy Manager - Collections Legal
102	70901795	Vibhuti Patel	Female	08-Jun-22	02-Aug-95	9726835044	Branch Operations Manager
103	70902003	Vijay Pal	Male	29-Sep-22	08-Feb-90	9904018835	Branch Collections Manager
104	70179168	Vipul Methaniya	Male	25-Aug-14	18-Dec-83	8000301812	Area Operations Manager
105	70902288	Vishal Chaurasia	Male	16-Jan-23	03-May-94	8767269290	Senior Manager - Enterprise Risk
106	70179154	Vishwanatha Krishnan	Male	28-Dec-15	17-Apr-75	9943305743	Area Operations Manager
107	70179165	Vishwas Kirmite	Male	05-Jan-16	16-Jan-77	9021218838	Area Operations Manager
108	70900713	Yagyesh Medhavi	Male	17-Sep-21	18-May-80	9310890352	Regional Collections Legal Manager
109	70178213	Yogesh Kamble	Male	27-Oct-16	13-Nov-81	9322111679	Branch Operations Manager
110	70317566	Zeenath Shaikh	Female	07-Jan-19	29-May-86	9920852834	Assistant Manager - Operations



**SCHEDULE 7**

**PART A  
LIST OF CUSTOMERS & AGREEMENTS**

A detailed list of all Customers and Transferred Agreements (by of Loan Account Number reference) of the Customers has been shared by the Seller to the Buyer by their dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix F and forms a part of this Schedule and this Agreement.

**SCHEDULE 7**

**PART B  
LIST OF VENDORS & AGREEMENTS**

A detailed list of all Vendors and Transferred Agreements of such Vendors has been shared by the Seller to the Buyer by their email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix G and forms a part of this Schedule and this Agreement.

**SCHEDULE 7**

**PART C  
OTHER AGREEMENTS**

In case there are any Transferred Agreements apart from the Transferred Agreements set out in Schedule 7 Part A and Schedule 7 Part B, the same shall be identified by the Seller and provided to the Buyer prior to Closing, and the Seller shall confirm in writing to the Buyer that there are no other Transferred Agreements apart from the Transferred Agreements set out in Schedule 7 Part A and Schedule 7 Part B.



**SCHEDULE 8  
OBLIGOR LEGAL PROCEEDINGS**

A detailed list of all Obligor Legal Proceedings has been shared by the Seller to the Buyer by their email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix H and forms a part of this Schedule and this Agreement.



**SCHEDULE 9**  
**DOCUMENT MANAGEMENT AGENCIES RECORDS**

A detailed list of all Document Management Agencies Records has been shared by the Seller to the Buyer by their email dated March 29, 2023 addressed by the Seller to the Buyer, which email is appended as Appendix A and forms a part of this Schedule and this Agreement.



**SCHEDULE 10  
FORMAT OF RESIGNATION LETTER**

[On the letterhead of the Hired Employee]

To,  
**Reliance Home Finance Limited**  
[Insert address]

**Kind Attention: [●]**

**Subject: Resignation Letter**

Dear Sir/Madam,

I have been informed by management of Reliance Home Finance Limited (“the Company”) that the Company has agreed to sell and transfer the [●] business of the Company (“**Transferred Business**”) to [Insert Buyer entity name] and has entered into an ‘Agreement to Transfer Business’ dated [●], 2022 with [Insert Buyer entity name] in relation thereto (“**Agreement**”).

As a part of the transfer of the Transferred Business by the Company to [Insert Buyer entity name], [Insert Buyer entity name] has offered me employment with them in a role pertaining to the Transferred Business, which I intend to accept. In view of the above, I hereby resign from my position as [Insert position title] with the Company, with effect from the Closing Date (as defined under the Agreement).

You are requested to accept this letter as a formal notice of my resignation from the position as [Insert position title] with the Company and issue the necessary relieving letter in respect thereof.

From the date hereof till the Closing Date (as occurring under the Agreement) upon which my resignation shall become effective, I undertake to complete all necessary tasks, and take all necessary and required steps and actions to complete my duties to the Company in support of the transition of the Transferred Business, and abide by the terms of my employment with the Company.

I would like to take this opportunity to thank the Company and the management for providing me with this opportunity.

Thanking you,

Yours faithfully,

[●]



**SCHEDULE 11  
FORMAT OF RELIEVING LETTER**

[On the letterhead of the Seller]

To,  
[Insert name and address of the Hired Employee]

**Subject: Relieving Letter**

Dear Sir/Madam,

We are writing to you with reference to your resignation letter dated [●], 2023 wherein you have requested to be relieved from your employment with Reliance Home Finance Limited (“Company”) in view of the ‘Agreement to Transfer Business’ dated [●], 2023 entered into *inter alia* between the Company and [Insert Buyer entity name] (“Agreement”).

In this regard, we wish to inform you that your resignation has been accepted and you shall be relieved from your position as [Insert position title] with the Company subject to, and with effect from the Closing Date (as defined under the Agreement).

We further confirm that the Company has granted its irrevocable and unconditional waiver to you for service of any notice period as may be required under your employment contract with the Company. We also hereby waive any non-competition, non-solicitation and / or other restrictions, if any, that may be applicable to you in connection with your employment with the Company.

Please find annexed hereto a summary of all salary and other employment benefits due to you up to the Closing Date, including accrued salary and compensation, sale incentive or commissions, accrued leave encashment, expense reimbursements, overtime, gratuity and other applicable payments, in full and final settlement of all dues payable to you in relation to your employment with the Company. The aggregate of the full and final settlement amount as appearing in the annexure hereto shall be processed and credited to the bank account provided by you during your employment in the next [●] days.

We appreciate your contribution to the Company and wish you all the best for your future endeavors.

Thanking you,

Yours faithfully,

For **Reliance Home Finance Limited**

Name: [insert name]

Designation: [insert designation]



**SCHEDULE 12  
FORMAT OF NO CLAIM LETTER FROM HIRED EMPLOYEES**

[On the letterhead of the Hired Employee]

To,  
**Reliance Home Finance Limited**  
[Insert address]

**Kind Attention: [●]**

**Subject: No Dues Confirmation**

Dear Sir/Madam,

With reference to my resignation letter dated [●], 2023 and subsequent relieving letter issued by your company to me, I hereby confirm that, I am in receipt of full and final settlement of all my dues, including all salary and other employment benefits due to me up to the effective date of my resignation, including accrued salary and compensation, bonuses, sale incentive, commissions, leave encashment, expense reimbursements, overtime, gratuity amount, provident fund and social security, severance, and all other applicable payments under my employment contract with the Company.

I hereby also confirm receipt of all dues towards final settlement towards my provident fund contributions along with all necessary documents/certificates to enable me to make all necessary filings with the Income tax authorities and [●], where my employee provident fund account is held.

In view of the above, I hereby acknowledge and confirm that I have no further dues, demands or claims against the Company, including any claims/demands for reinstatement of my employment with the Company, and all outstanding dues to me stand fully and finally settled.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Name: [insert name of employee]  
Employee Code: [insert employee code]



**SCHEDULE 13  
SELLER EXISTING BANK ACCOUNTS**

Sr. No.	Name of Bank	Name of Bank Account	Account No.
1	Axis Bank Limited	Reliance Home Finance Limited	911020038140304
2	Axis Bank Limited	Reliance Home Finance Limited	911020038138411
3	Axis Bank Limited	Reliance Home Finance Limited	911020040061224
4	Axis Bank Limited	Reliance Home Finance Limited	911020044449677
5	Axis Bank Limited	Reliance Home Finance Limited	911020044459331
6	Axis Bank Limited	Reliance Home Finance Limited	911020044459852
7	Axis Bank Limited	Reliance Home Finance Limited	911020044461130
8	Axis Bank Limited	Reliance Home Finance Limited	911020044444915
9	Axis Bank Limited	Reliance Home Finance Limited	911020044458121
10	Axis Bank Limited	Reliance Home Finance Limited	911020044473175
11	Axis Bank Limited	Reliance Home Finance Limited	911020044458277
12	Axis Bank Limited	Reliance Home Finance Limited	91102004442427
13	Axis Bank Limited	Reliance Home Finance Limited	911020044432815
14	Axis Bank Limited	Reliance Home Finance Limited	911020044456617
15	Axis Bank Limited	Reliance Home Finance Limited	911020044445510
16	Axis Bank Limited	Reliance Home Finance Limited	911020044445675
17	Axis Bank Limited	Reliance Home Finance Limited	911020044850271
18	Axis Bank Limited	Reliance Home Finance Limited	911020044508444
19	Axis Bank Limited	Reliance Home Finance Limited	911020044456060
20	Axis Bank Limited	Reliance Home Finance Limited	911020044457098
21	Axis Bank Limited	Reliance Home Finance Limited	911020044426412
22	Axis Bank Limited	Reliance Home Finance Limited	911020044427099
23	Axis Bank Limited	Reliance Home Finance Limited	911020044533497
24	Axis Bank Limited	Reliance Home Finance Limited	91102004442605
25	Axis Bank Limited	Reliance Home Finance Limited	911020044453333
26	Axis Bank Limited	Reliance Home Finance Limited	911020044454912
27	Axis Bank Limited	Reliance Home Finance Limited	912020038702462
28	Axis Bank Limited	Reliance Home Finance Limited	913020026542684
29	Axis Bank Limited	Reliance Home Finance Limited	913020026543357
30	Axis Bank Limited	Reliance Home Finance Limited	913020026543551
31	Axis Bank Limited	Reliance Home Finance Limited	913020026538436
32	Axis Bank Limited	Reliance Home Finance Limited	913020026540455
33	Axis Bank Limited	Reliance Home Finance Limited	913020026538818
34	Axis Bank Limited	Reliance Home Finance Limited	913020026541270
35	Axis Bank Limited	Reliance Home Finance Limited	913020026541063
36	Axis Bank Limited	Reliance Home Finance Limited	913020026544334
37	Axis Bank Limited	Reliance Home Finance Limited	913020026543001
38	Axis Bank Limited	Reliance Home Finance Limited	913020026543742
39	Axis Bank Limited	Reliance Home Finance Limited	913020026543218
40	Axis Bank Limited	Reliance Home Finance Limited	913020026540646
41	Axis Bank Limited	Reliance Home Finance Limited	913020026540772
42	Axis Bank Limited	Reliance Home Finance Limited	913020026540824
43	Axis Bank Limited	Reliance Home Finance Limited	913020026543988
44	Axis Bank Limited	Reliance Home Finance Limited	913020026540536
45	Axis Bank Limited	Reliance Home Finance Limited	913020026540947
46	Axis Bank Limited	Reliance Home Finance Limited	913020026543645
47	Axis Bank Limited	Reliance Home Finance Limited	913020029548586
48	Axis Bank Limited	Reliance Home Finance Limited	911020055769670
49	Axis Bank Limited	Reliance Home Finance Limited	913020001113450
50	Bank of Baroda	Reliance Home Finance Limited	29100200000433
51	Bank of Baroda	Reliance Home Finance Limited	29100200000438



52	Bank of Baroda	Reliance Home Finance Limited	24750200005994
53	Bank of Baroda	Reliance Home Finance Limited	29100200000434
54	Bank of Baroda	Reliance Home Finance Limited	29100200000436
55	Bank of Baroda	Reliance Home Finance Limited	29100200000437
56	Bank of India	Reliance Home Finance Limited	605920110000214
57	Canara Bank (Erstwhile Syndicate Bank)	Reliance Home Finance Limited	50371010010182
58	Canara Bank (Erstwhile Syndicate Bank)	Reliance Home Finance Limited	50373170000164
59	HDFC Bank Limited	Reliance Home Finance Limited	00600310016779
60	HDFC Bank Limited	Reliance Home Finance Limited	00600310022433
61	HDFC Bank Limited	Reliance Home Finance Limited	00600310022398
62	HDFC Bank Limited	Reliance Home Finance Limited	00030310012513
63	HDFC Bank Limited	Reliance Home Finance Limited	00210310003889
64	HDFC Bank Limited	Reliance Home Finance Limited	00200310001279
65	HDFC Bank Limited	Reliance Home Finance Limited	00140310005787
66	HDFC Bank Limited	Reliance Home Finance Limited	00070310004117
67	HDFC Bank Limited	Reliance Home Finance Limited	00090310004023
68	HDFC Bank Limited	Reliance Home Finance Limited	00600310022752
69	HDFC Bank Limited	Reliance Home Finance Limited	01520310000552
70	HDFC Bank Limited	Reliance Home Finance Limited	00540310001068
71	HDFC Bank Limited	Reliance Home Finance Limited	01020310000684
72	HDFC Bank Limited	Reliance Home Finance Limited	01090310000321
73	HDFC Bank Limited	Reliance Home Finance Limited	00600310036179
74	HDFC Bank Limited	Reliance Home Finance Limited	01780310000164
75	HDFC Bank Limited	Reliance Home Finance Limited	00600310028150
76	HDFC Bank Limited	Reliance Home Finance Limited	00310310001044
77	HDFC Bank Limited	Reliance Home Finance Limited	00060310003527
78	HDFC Bank Limited	Reliance Home Finance Limited	00330310000995
79	HDFC Bank Limited	Reliance Home Finance Limited	00040310007480
80	HDFC Bank Limited	Reliance Home Finance Limited	03870310000070
81	HDFC Bank Limited	Reliance Home Finance Limited	00670310000492
82	HDFC Bank Limited	Reliance Home Finance Limited	00350310001274
83	HDFC Bank Limited	Reliance Home Finance Limited	01010310000320
84	HDFC Bank Limited	Reliance Home Finance Limited	00600310032801
85	HDFC Bank Limited	Reliance Home Finance Limited	00360310000792
86	HDFC Bank Limited	Reliance Home Finance Limited	00600310034997
87	HDFC Bank Limited	Reliance Home Finance Limited	00600310036128
88	HDFC Bank Limited	Reliance Home Finance Limited	00600310023115
89	HDFC Bank Limited	Reliance Home Finance Limited	00340310001809
90	HDFC Bank Limited	Reliance Home Finance Limited	00600310039306
91	HDFC Bank Limited	Reliance Home Finance Limited	00600310022347
92	HDFC Bank Limited	Reliance Home Finance Limited	01220310000644
93	HDFC Bank Limited	Reliance Home Finance Limited	00600310026371
94	HDFC Bank Limited	Reliance Home Finance Limited	00600310028133
95	HDFC Bank Limited	Reliance Home Finance Limited	00600310028297
96	HDFC Bank Limited	Reliance Home Finance Limited	00600310028305
97	HDFC Bank Limited	Reliance Home Finance Limited	00600310028322
98	HDFC Bank Limited	Reliance Home Finance Limited	00600310028349
99	HDFC Bank Limited	Reliance Home Finance Limited	00600310032855
100	HDFC Bank Limited	Reliance Home Finance Limited	00600310032811
101	HDFC Bank Limited	Reliance Home Finance Limited	00600310032889
102	HDFC Bank Limited	Reliance Home Finance Limited	00600310032872
103	HDFC Bank Limited	Reliance Home Finance Limited	00600310032862
104	HDFC Bank Limited	Reliance Home Finance Limited	00600310032845
105	HDFC Bank Limited	Reliance Home Finance Limited	00600310032838
106	HDFC Bank Limited	Reliance Home Finance Limited	00600310035117



107	HDFC Bank Limited	Reliance Home Finance Limited	00600310035072
108	HDFC Bank Limited	Reliance Home Finance Limited	00600310035306
109	HDFC Bank Limited	Reliance Home Finance Limited	02210310000152
110	HDFC Bank Limited	Reliance Home Finance Limited	00600310037603
111	HDFC Bank Limited	Reliance Home Finance Limited	00600310032828
112	HDFC Bank Limited	Reliance Home Finance Limited	50200022642241
113	HDFC Bank Limited	Reliance Home Finance Limited	50200004745191
114	HDFC Bank Limited	Reliance Home Finance Limited	05400310000312
116	ICICI Bank Limited	Reliance Home Finance Limited	039305010070
117	ICICI Bank Limited	Reliance Home Finance Limited	039305003236
118	ICICI Bank Limited	Reliance Home Finance Limited	039305009784
119	IDFC First Bank Limited	Reliance Home Finance Limited	10001442999
120	Karnataka Bank Limited	Reliance Home Finance Limited	0792000150473301
121	Punjab & Sind Bank	Reliance Home Finance Limited	03851100105879
122	Punjab National Bank	Reliance Home Finance Limited	1988002100192810
123	Union Bank of India (erstwhile Andhra Bank)	Reliance Home Finance Limited	040211100001820
124	Union Bank of India (erstwhile Andhra Bank)	Reliance Home Finance Limited	040211100001556
125	YES Bank Limited	Reliance Home Finance Limited	000185700002739
126	YES Bank Limited	Reliance Home Finance Limited	000185700002554
127	YES Bank Limited	Reliance Home Finance Limited	000185700000100



**SCHEDULE 14  
DISSENTING DEBENTURE HOLDERS**

Sr. No.	Name of Debenture Holder	Debenture Trustee Name	Date of Debenture Trust Deed
1	NIKHIL JEETENDRA DARYANI	IDBI Trusteeship Services Limited	02-Jan-2017
2	NACHIKET S JOSHI	IDBI Trusteeship Services Limited	02-Jan-2017
3	HIMANSHU ANIL SOHONI	IDBI Trusteeship Services Limited	02-Jan-2017
4	PHOOLAN POPLI	IDBI Trusteeship Services Limited	02-Jan-2017
5	SHUBHAM LAHOTI	IDBI Trusteeship Services Limited	02-Jan-2017
6	K THILAK HUF	IDBI Trusteeship Services Limited	02-Jan-2017
7	CYRUS JAMSHED PATWA	IDBI Trusteeship Services Limited	02-Jan-2017
8	CYRUS JAMSHED PATWA	IDBI Trusteeship Services Limited	02-Jan-2017
9	VIJAYALAXMI BONAGIRI	IDBI Trusteeship Services Limited	02-Jan-2017
10	NIKHIL JEETENDRA DARYANI	IDBI Trusteeship Services Limited	02-Jan-2017
11	SHUBHAM LAHOTI	IDBI Trusteeship Services Limited	02-Jan-2017
12	K MANJUNATHA	IDBI Trusteeship Services Limited	02-Jan-2017
13	BHALCHANDRA HIROJI SAKHARKAR	IDBI Trusteeship Services Limited	02-Jan-2017
14	T SANTHA	IDBI Trusteeship Services Limited	02-Jan-2017
15	PHOOLAN POPLI	IDBI Trusteeship Services Limited	02-Jan-2017
16	GAYATRI GOEL	IDBI Trusteeship Services Limited	02-Jan-2017
17	NIKHIL JEETENDRA DARYANI	IDBI Trusteeship Services Limited	02-Jan-2017
18	AJAY MANKISHOR MEHTA	IDBI Trusteeship Services Limited	02-Jan-2017
19	SHUBHAM LAHOTI	IDBI Trusteeship Services Limited	02-Jan-2017
20	ASHA SHREEPAD JOSHI	IDBI Trusteeship Services Limited	02-Jan-2017
21	AJAY M MEHTA (HUF)	IDBI Trusteeship Services Limited	02-Jan-2017
22	SANDEEP SINGH POPLI	IDBI Trusteeship Services Limited	02-Jan-2017
23	GMB EMPLOYEES PENSION TRUST FUND	Catalyst Trusteeship Limited	5th June 2015
24	TRUSTEES GEB'S C P FUND	Catalyst Trusteeship Limited	5th June 2015



25	GMB EMPLOYEES GRATUITY TRUST FUND	Catalyst Trusteeship Limited	5th June 2015	
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**SCHEDULE 15**  
**CREDIT ENHANCEMENT FD**

Sr. No.	Deal No.	Current Investor	Credit Enhancement	Account No	Bank	Amount
1)	135	ICICI Bank Limited	Fixed Deposit - RHFL	2625300045696	DCB Bank Limited	5,01,00,000.00
2)	40	ICICI Bank Limited	Fixed Deposit - RHFL	10005277962	IDFC First Bank Limited	1,01,00,000.00
3)	40	ICICI Bank Limited	Fixed Deposit - RHFL	10005277871	IDFC First Bank Limited	4,24,90,000.00
4)	129	ICICI Bank Limited	Fixed Deposit - RHFL	02625300047001	DCB Bank Limited	5,00,50,000.00
5)	129	ICICI Bank Limited	Fixed Deposit - RHFL	02625300044244	DCB Bank Limited	1,00,13,185.00
6)	129	ICICI Bank Limited	Fixed Deposit - RHFL	02625300041627	DCB Bank Limited	24,23,630.00
7)	129	ICICI Bank Limited	Fixed Deposit - RHFL	02625300045553	DCB Bank Limited	1,00,13,185.00
8)	135	ICICI Bank Limited	Fixed Deposit - RHFL	02625300043078	DCB Bank Limited	30,00,000.00
9)	135	ICICI Bank Limited	Fixed Deposit - RHFL	02625300043050	DCB Bank Limited	98,00,000.00
10)	135	ICICI Bank Limited	Fixed Deposit - RHFL	02625300043069	DCB Bank Limited	98,00,000.00
11)	136	IDFC First Bank Limited	Fixed Deposit - RHFL	10004024014	IDFC First Bank Limited	5,00,00,000.00
12)	136	IDFC First Bank Limited	Fixed Deposit - RHFL	10004022460	IDFC First Bank Limited	5,12,15,000.00
13)	157	ICICI Bank Limited	Fixed Deposit - RHFL	039310035570	ICICI Bank Limited	20,00,00,000.00
14)	157	ICICI Bank Limited	Fixed Deposit - RHFL	039310035571	ICICI Bank Limited	15,00,00,000.00
15)	157	ICICI Bank Limited	Fixed Deposit - RHFL	039310035572	ICICI Bank Limited	1,68,90,558.00
16)	157	ICICI Bank Limited	Fixed Deposit - RHFL	039310036439	ICICI Bank Limited	98,547.00
17)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300297984	YES Bank Limited	25,05,00,000.00
18)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300297974	YES Bank Limited	25,05,00,000.00
19)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300297994	YES Bank Limited	25,05,00,000.00
20)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300298055	YES Bank Limited	5,05,00,000.00
21)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300298015	YES Bank Limited	5,05,00,000.00
22)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300298035	YES Bank Limited	5,05,00,000.00
23)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300298025	YES Bank Limited	5,05,00,000.00
24)	158	Yes Bank Limited	Fixed Deposit - RHFL	000140300298065	YES Bank Limited	1,51,61,068.00
25)	159	Yes Bank Limited	Fixed Deposit - RHFL	000140300298005	YES Bank Limited	25,05,00,000.00



26)	159	Yes Bank Limited	Fixed Deposit - RHFL	000140300297964	YES Bank Limited	25,05,00,000.00
27)	159	Yes Bank Limited	Fixed Deposit - RHFL	000140300298045	YES Bank Limited	5,05,00,000.00
28)	159	Yes Bank Limited	Fixed Deposit - RHFL	000140300298075	YES Bank Limited	1,93,00,000.00
29)	162	ICICI Bank Limited	Fixed Deposit - RHFL	039310035756	ICICI Bank Limited	30,00,00,000.00
30)	162	ICICI Bank Limited	Fixed Deposit - RHFL	039310035757	ICICI Bank Limited	3,90,48,145.74
31)	164	ICICI Bank Limited	Fixed Deposit - RHFL	039310036722	ICICI Bank Limited	17,428.00
32)	164	ICICI Bank Limited	Fixed Deposit - RHFL	039310036007	ICICI Bank Limited	5,90,87,659.00
33)	164	ICICI Bank Limited	Fixed Deposit - RHFL	039310036006	ICICI Bank Limited	8,88,99,494.00
34)	168	ICICI Bank Limited	Fixed Deposit - RHFL	039310039531	ICICI Bank Limited	2,13,971.00
35)	168	ICICI Bank Limited	Fixed Deposit - RHFL	039310036263	ICICI Bank Limited	15,00,00,000.00
36)	168	ICICI Bank Limited	Fixed Deposit - RHFL	039310037412	ICICI Bank Limited	1,07,150.00
37)	168	ICICI Bank Limited	Fixed Deposit - RHFL	039310036264	ICICI Bank Limited	2,73,35,736.90
38)	169	ICICI Bank Limited	Fixed Deposit - RHFL	39310039530	ICICI Bank Limited	18,135.00
39)	169	ICICI Bank Limited	Fixed Deposit - RHFL	039310036261	ICICI Bank Limited	8,00,00,000.00
40)	169	ICICI Bank Limited	Fixed Deposit - RHFL	039310037413	ICICI Bank Limited	61,032.00
41)	169	ICICI Bank Limited	Fixed Deposit - RHFL	039310037671	ICICI Bank Limited	1,47,420.00
42)	169	ICICI Bank Limited	Fixed Deposit - RHFL	039310036262	ICICI Bank Limited	2,18,81,549.00
43)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300275967	YES Bank Limited	5,05,00,000.00
44)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300275977	YES Bank Limited	5,05,00,000.00
45)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300275987	YES Bank Limited	5,05,00,000.00
46)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300275997	YES Bank Limited	5,05,00,000.00
47)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300276008	YES Bank Limited	5,05,00,000.00
48)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300276018	YES Bank Limited	5,05,00,000.00
49)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300276028	YES Bank Limited	5,05,00,000.00
50)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300276038	YES Bank Limited	75,07,041.00
51)	174	Yes Bank Limited	Fixed Deposit - RHFL	000140300239993	YES Bank Limited	1,84,19,353.00
52)	171	Kotak Mahindra Bank Limited	Fixed Deposit - Trust	5447684882	Kotak Mahindra Bank Limited	25,45,95,515.00
53)	171	Kotak Mahindra Bank Limited	Fixed Deposit - Trust	5447684899	Kotak Mahindra Bank Limited	54,42,279.91



54)	171	Kotak Mahindra Bank Limited	Fixed Deposit - Trust	5447911780	Kotak Mahindra Bank Limited	2,57,720.00
55)	172	Kotak Mahindra Bank Limited	Fixed Deposit - Trust	5447684851	Kotak Mahindra Bank Limited	27,09,91,466.00



**SCHEDULE 16**

**SELLER LIMITED FINANCIAL STATEMENT**

Seller Limited Financial Statement of the Seller as on 28<sup>th</sup> March 2023

Particulars	Amount (INR crs)	Remarks
<b>Financial assets – Forming part of Transferred Undertaking</b>		
Cash & cash equivalents	3,140.73	Cash balance on Closing date - Post settlement of Loan and Debentures Obligation will be transferred to Buyer
Bank Balance – Lien Marked FD	388.80	
Loan Book	728.23	
PTC	1,080.12	PTC Loan Book Transferred to the Buyer pursuant to BTA – Ind-AS Accounting
Investments	106.15	
Prepaid expenses/ Other Assets	46.61	
Property, plant and equipment	0.50	
Other Intangible assets	0.50	
Other non - financial assets	13.42	
<b>Total Assets*</b>	<b>2,364</b>	
<b>Liabilities - Forming part of Transferred Undertaking</b>		
PTC	1062	PTC Loan Book Transferred to the Buyer pursuant to BTA - Ind-AS Accounting
Provision for Vendors Payable	14.00	
Advance from Customers	65.83	
<b>Total Liabilities</b>	<b>1,142</b>	

\*Excluding all written off Assets of the Seller.



APPENDIX A

29/03/2023, 15:01

authum.com Mail - BTA - Loan book- Schedule 2 Part A



Authum Investment <info@authum.com>

**BTA - Loan book- Schedule 2 Part A**

1 message

**Sandeep Shripati Maske/RHF/Finance** <Sandeep.Maske@relianceada.com> 29 March 2023 at 14:50  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 2 part A i.e the Loan data of the Customer receivables which has been considered as part of BTA.

Thanks,

**Sandeep Maske**

Reliance Home Finance Limited

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 **RHFL -Provisional Loan Book - BTA.xlsx**  
5910K



## APPENDIX B

29/03/2023, 15:02

authum.com Mail - BTA - Investments details Schedule 2 Part B



Authum Investment <info@authum.com>

### BTA - Investments details Schedule 2 Part B

1 message

Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com> 29 March 2023 at 14:56  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 2 part B i.e Transfer Assets - Investments which has been considered as part of BTA.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

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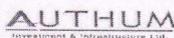
 Schedule 2- Part B - Transfer Assets - Investments.xlsx  
21K



## APPENDIX C

29/03/2023, 15:07

authum.com Mail - BTA - Transfer Assets -Movable details Schedule 2 Part C



Authum Investment <info@authum.com>

### BTA - Transfer Assets -Movable details Schedule 2 Part C

1 message

Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com>

29 March 2023 at 15:05

To: Varun Suthar <Varun.Suthar@relianceada.com>

Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 2 part C i.e Transfer Assets -Movable details which has been considered as part of BTA.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

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 Schedule 2 - Part C - Transfer Assets Movable.xlsx  
202K

<https://mail.google.com/mail/u/0/?ik=deca3a3df5&view=pt&search=all&permthid=thread-f:1761694269283082531&siml=msg-f:1761694269283082531>

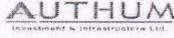
1/1



APPENDIX D

29/03/2023, 15:09

authum.com Mail - BTA - Transfer Assets -Other Assets details Schedule 2 Part D



Authum Investment <info@authum.com>

**BTA - Transfer Assets -Other Assets details Schedule 2 Part D**

1 message

Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com> 29 March 2023 at 15:09  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 2 part D i.e Transfer Assets -Other Assets details which has been considered as part of BTA.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

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 Schedule 2 - Part D - Transfer Assets Other Assets.xlsx  
10K



## APPENDIX E

29/03/2023, 15:13

authum.com Mail - BTA - Assumed Liabilities - Schedule 2 Part E



Authum Investment <info@authum.com>

---

### BTA - Assumed Liabilities - Schedule 2 Part E

1 message

---

Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com> 29 March 2023 at 15:11  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 2 part E i.e Assumed Liabilities details which has been considered as part of BTA.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

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 Schedule 2 - Part E - Assumed Liabilities.xlsx  
10K

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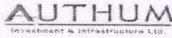
1/1



## APPENDIX F

29/03/2023, 15:22

authum.com Mail - Schedule 7 - Part A - List of Customers - Loan book



Authum Investment <info@authum.com>

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### Schedule 7 - Part A - List of Customers - Loan book

1 message

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Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com> 29 March 2023 at 15:19  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing of Customers.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

---

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 Schedule 7 - Part A - List of Customers - Loan book.xlsx  
806K

<https://mail.google.com/mail/u/0/?ik=deea3a3df5&view=pt&search=all&permthid=thread-f:1761695153021247627&simpl=msg-f:1761695153021247627>

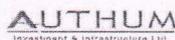
1/1



## APPENDIX G

29/03/2023, 15:22

authum.com Mail - Schedule 7 - Part B - List of Venders



Authum Investment <info@authum.com>

### Schedule 7 - Part B - List of Venders

1 message

Sandeep Shripati Maske/RHF/Finance <Sandeep.Maske@relianceada.com> 29 March 2023 at 15:21  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing of Venders.

Thanks,

Sandeep Maske

Reliance Home Finance Limited

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 Schedule 7 - Part B - List of Venders.xlsx  
83K

<https://mail.google.com/mail/u/0/?ik=4eea3a3df5&view=pt&search=all&permthid=thread-f:1761695223910210704&simpl=msg-f:1761695223910210704>

1/1



## APPENDIX H

29/03/2023, 15:23

authum.com Mail - Fwd: Obligor MIS



Authum Investment <info@authum.com>

### Fwd: Obligor MIS

3 messages

Paresh Narvekar <paresh.narvekar@authum.com>

29 March 2023 at 14:44

To: Authum Investment <info@authum.com>

Cc: Divy Dangi <divy@authum.com>, Amit Dangi <amit@authum.com>, Deepak Dhingra <deepak.dhingra@authum.com>

Dear Sir,

Please find attached Data for Obligor/Customer Cases Status.

Nature of Proceeding	Count
ARBITRATION	2116
NCLT	24
SARFAESI	2173
Sec 138	1700
Grand Total	6013

Regards,

Paresh Narvekar

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2 attachments

RELIANCE HOME FINANCE FINAL MIS.xlsx  
279K

RELIANCE HOME FINANCE FINAL MIS (1).xlsx  
279K

Paresh Narvekar <paresh.narvekar@authum.com>

29 March 2023 at 14:57

To: sandeep.maske@relianceada.com

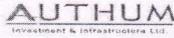
<https://mail.google.com/mail/u/0/?ik=dcea3a3df5&view=pt&search=all&permthid=thread-f:1761692933267829097&siml=msg-f:1761692933267829097&sim...> 1/2



## APPENDIX I

29/03/2023, 15:17

authum.com Mail - Schedule 9



Authum Investment <info@authum.com>

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### Schedule 9

1 message

---

**Sandeep Shripati Maske/RHF/Finance** <Sandeep.Maske@relianceada.com> 29 March 2023 at 15:16  
To: Varun Suthar <Varun.Suthar@relianceada.com>  
Cc: "info@authum.com" <info@authum.com>, Amit Kumar Jha/RHF/Finance <Amit.K.Jha@relianceada.com>, Sapana Jain/RHF/Finance <Sapana.Jain@relianceada.com>, "amit@authum.com" <amit@authum.com>

Dear Sir,

Please find the attached detailed listing schedule 9.

Thanks,

**Sandeep Maske**

Reliance Home Finance Limited

---

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 **Schedule 9 - Documents Management Agency Records.xlsx**  
360K

<https://mail.google.com/mail/u/0/?ik=dcea3a3df5&view=pt&search=all&permthid=thread-f:1761694909323219096&simpl=msg-f:1761694909323219096>

1/1

