

*1st Century of  
Mortgage*

Wednesday, July 26, 2017

3:36 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 7760 दिनांक: 26/07/2017

भावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर4-6459-2017

दस्तऐवजाचा प्रकार: यहाणखत

सादर करणाऱ्याचे नाव: आयएल अँड एफएस फायनॅशियल सर्विसेस लिमिटेड तर्फे ऑथोराईज सिग्रेटरी पीटर वाझ

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

पृष्ठांची संख्या: 55

एकूण:

रु. 31100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

3:50 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 0/-

मोबदला रु. 8514000000/-

भरलेले मुद्रांक शुल्क : रु. 6000500/-

सह दुय्यम निबंधक, अंधेरी-२

सह दुय्यम निबंधक, अंधेरी इ. २

मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH0037924002017, 18M दिनांक: 24/07/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1100/-

*[Signature]*

DELIVERED ORIGINAL DOCUMENT  
ON- 26/07/2017

GRN: MH003792400201718M Amount 60,30,500.00

Bank: PUNJAB NATIONAL BANK

Date: 24/07/2017-14 17:44

2	(S)-323-6459	0002150547201718	26/07/2017-15:33:56	IGR187	6000500.00
Total Defacement Amount					60,30,500.00



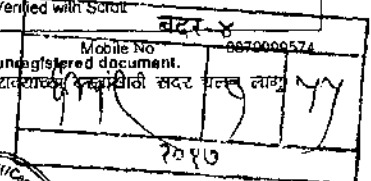
**CHALLAN**  
MTR Form Number-6

GRN	MH003792400201718M	BARCODE	[Barcode]		Date	24/07/2017-14 17:44	Form ID	40(b)
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)		AAAC1460SL		
Office Name BDR1_JT SUB REGISTRAR ANDHERI NO 1				Full Name		IL AND F S FINANCIAL SERVICES LTD		
Location MUMBAI				Flat/Block No.		FLAT NO. F-6, MANGAL AARTI, ST. ANDREWS		
Year 2017-2018 One Time				Premises/Building		ROAD,		
Account Head Details			Amount In Rs.					
0030045501 Stamp Duty			6000500.00		Road/Street CTS C-811, PLOT NO 228, VILL BANDRA, BANDRA WEST,			
0030063301 Registration Fee			30000.00		Area/Locality MUMBAI			
					Town/City/District			
					PIN 4 0 0 0 5 0			
					Remarks (If Any)			
					PAN2=AAACT4016G~SecondPartyName=CENTRAL BANK OF INDIA-CA=8514000000			
					Amount In Sixty Lakh Thirty Thousand Five Hundred Rupees Only			
Total			60,30,500.00		Words y			
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref No.	03006172017072400462 250717M460649		
Cheque/DD No.				Bank Date	RBI Date	25/07/2017-12:55 02 Not Verified with RBI		
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch				Scroff No , Date		Not Verified with Scroff		

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
संदर्भ चालन केवल दुर्यम निबंधक कार्यालयों में नोंदणी करवाया जा सकता है। नोंदणी के कार्यालयों में नोंदणी के लिए सार्वजनिक नहीं है।

For IL&amp;FS FINANCIAL SERVICES LIMITED

*[Signature]*  
Authorized Signatory





CHALLAN  
MTR Form Number-6

GRN	MH003792400201718M	BARCODE	24/07/2017-14:17:44		Form ID	40(b)
Department		Inspector General Of Registration				
Stamp Duty		TAX ID (If Any)				
Type of Payment		Registration Fee				
Office Name		BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location		MUMBAI				
Year		2017-2018 One Time				
Payer Details		Full Name				
PAN No.(If Applicable)		AAACI4805L				
Flat/Block No		FL AND F S FINANCIAL SERVICES LTD				
Premises/Building		FLAT NO. F-6, MANGAL AARTI, ST. ANDREWS ROAD,				
Account Head Details		Amount in Rs.				
0030045501 Stamp Duty		6000500.00				
0030063301 Registration Fee		30000.00				
Road/Street		CTS C-811, PLOT NO. 228, VILL BANDRA, BANDRA WEST,				
Area/Locality		MUMBAI				
Town/City/District		MUMBAI				
PIN		4 0 0 0 5 0				
Remarks (If Any)		PAN2=AAACT4016G-SecondPartyName=CENTRAL BANK OF INDIA-CA=8514000000				
Amount In		Sixty Lakh Thirty Thousand Five Hundred Rupees Onl				
Words		y				
Total		60,30,500.00				
Payment Details		FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN				
Cheque/DD No.		Ref No				
Name of Bank		Bank Date				
Name of Branch		RBI Date				
Scroll No. , Date		25/07/2017-12 55:02				
Not Verified with RBI		Bank-Branch				
PUNJAB NATIONAL BANK		PUNJAB NATIONAL BANK				
Mobile No :		8878089574				
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.						
सदर चालन केवल दस्तावेज निलंबन कार्यालयों में दर्ज करने के लिए मान्य है। नोदर्ज न करवायेगा दस्तावेजों के लिए। नोदर्ज न करवायेगा दस्तावेजों के लिए सदर चालन लागू नहीं है।						
Challan Defaced Details						
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount	
1	(IS)-323-6459	0002150547201718	26/07/2017-15:33:56	IGR187	30000.00	

*[Signature]*

*[Signature]*

Print Date 26-07-2017 03:33:58

**SEVENTEENTH CONTRIBUTORY LEGAL MORTGAGE**

This Indenture is made at MUMBAI this the 26<sup>th</sup> day of July Two Thousand And 17 Seventeen between **IL&FS FINANCIAL SERVICES LIMITED** (CIN : U65990MH1995PLC093241; PAN : AAACI4805L), a Public Limited Company within the meaning of the Companies Act, 1956 or any re-enactment thereof and having its Registered office at "The IL&FS Financial Centre" Plot No.C-22, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 (hereinafter referred to as "IFIN" and / or "the Company", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

And

**CENTRAL BANK OF INDIA**, a Nationalised Bank constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970) and having its Head Office and Principal place of business at Chandermukhi, Nariman Point, Mumbai 400021 and its Debenture and Trustee Department at Central Bank MMO Building, Ground Floor, 55MG Road, Fort, Mumbai - 400 001 (hereinafter referred to as "CBI" and/or "the Agent and Trustee", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) acting in its capacity as Agent and Trustee for the various Existing Senior Lenders, names and addresses of Existing Senior Lenders I are set out in the **First Schedule** hereunder written pursuant to the arrangement entered into between the Agent and Trustee and such Senior Lenders of the Other Part



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**WHEREAS:**

- (1) The Company is an existing Company registered with the Reserve Bank of India as a Non-Banking Finance Company and carrying on the business of equipment leasing, investment in securities, financial consultancy, investment counseling, syndication of loans and other objects as set out in the Memorandum and Articles of Association of the Company.
- (2) The Company decided to augment its resource base to meet ongoing fund requirements of the Company. The Company in addition to the existing lending capabilities plan, has initiated Infrastructure Line of Credit to augment its resources to meet fund requirements in infrastructure space. With a view to augment the resources of the Company as stated above, the Company has borrowed moneys from time to time by way of term loans and other financial/working capital facilities from financial/ investment institutions/commercial banks and or raised debentures from corporates/institutions.
- (3) The Company has for its business activities availed borrowings (hereinafter referred to as "Existing Facilities I") from various lenders (hereinafter referred to as "Existing Senior Lenders I"), under various Loan Agreements / Term Loan Agreements / Working Capital Agreements / Facility Agreements / letters of Sanction / Memorandum of Terms and Conditions (hereinafter referred to as "Existing Facility Agreements I") and through issuance of Secured Redeemable Non Convertible Debentures (NCDs) from various Debenture Holders. The details of Existing Senior Lenders I, Existing Facilities I and Existing Facility Agreements I are set out in the **First Schedule** hereunder written. The details of NCDs and various Debenture Holders are set out in the **Second Schedule** hereunder written.



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(4) The Company has executed and registered the following Mortgage Deeds:

Number of Mortgage	Serial No	Date of execution	Address of the Sub - Registrar's Office
Indenture of Mortgage	BDR 1 - 00236/2009	January 9, 2009	Sub-registrar of Assurances, Andheri - 400001, Mumbai
First Contributory Mortgage	BDR 1 - 07395/2009	July 31, 2009	Sub-Registrar of Assurances, Andheri - 400001, Mumbai
Second Contributory Mortgage	BDR 1 - 01186/2010	January 29, 2010	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Third Contributory Mortgage	BDR 1 - 08837/ 2010	July 30, 2010	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Fourth Contributory Mortgage	BDR 4 - 00860/2011	January 28, 2011	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Fifth Contributory Mortgage	BDR 4- 07044/2011	July 29, 2011	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Sixth Contributory Mortgage	BDR 4 - 00820/2012	January 31, 2012	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Seventh Contributory Mortgage	BDR 9-06319/2012	July 26, 2012	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Eighth Contributory Mortgage	BDR 4-734/2013	January 29, 2013	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Ninth Contributory Mortgage	BDF 4-5444/2013	July 26, 2013	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Tenth Contributory Mortgage	BDR 9-607/2014	January 23, 2014	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Eleventh Contributory Mortgage	BDR 9-5577/2014	July 22, 2014	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Twelfth Contributory Mortgage	BDR 15 - 951/2015	January 30, 2015	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Thirteenth Contributory Mortgage	BDR 4 - 5521/2015	July 27, 2015	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Fourteenth Contributory Mortgage	BDR 4 - 840/2016	January 27, 2016	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Fifteenth Contributory Mortgage	BDR 4 - 6075/2016	July 5, 2016	Sub-registrar of Assurances, Andheri - 400001, Mumbai
Sixteenth Contributory Mortgage	BDR 4 - 686/2017	January 27, 2017	Sub-registrar of Assurances, Andheri - 400001, Mumbai



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- (4) The Indenture of Mortgage, First Contributory Mortgage, Second Contributory Mortgage, Third Contributory Mortgage, Fourth Contributory Mortgage, Fifth Contributory Mortgage, Sixth Contributory Mortgage, Seventh Contributory Mortgage, Eighth Contributory Mortgage, Ninth Contributory Mortgage, Tenth Contributory Mortgage, Eleventh Contributory Mortgage, Twelfth Contributory Mortgage, Thirteenth Contributory Mortgage, Fourteenth Contributory Mortgage, Fifteenth Contributory Mortgage and Sixteenth Contributory Mortgage (hereinafter collectively referred to as "Mortgage Deed") agree to secure repayment of the Existing Facilities I together with interest thereon at the agreed/ stipulated rate/s, payable and outstanding from time to time in the manner more particularly set out in the said Mortgage Deed.
- (5) Subsequent to the execution of said Mortgage Deeds, the Company has from various Lenders (hereinafter referred to as "Acceding Senior Lenders") availed borrowing (hereinafter referred to as "Acceding Facilities") under various Loan Agreements/Term Loan Agreements/Working Capital Agreements/Facility Agreements/Letters of Sanction/Memorandum of Terms and Conditions (hereinafter referred to as "Acceding Facility Agreements") for its business activities and has agreed to secure repayment of the same together with interest thereon at the agreed stipulated rate/s payable and outstanding from time to time by the Company and more particularly as set out in "Acceding Facility Agreements". The Company has agreed under the Acceding Facility Agreements to secure the due repayment thereof, and the security is being created in favour of Acceding Senior Lenders under these presents. The details of Acceding Senior Lenders, Acceding Facilities and Acceding Facility Agreements are set out in the **Third Schedule** hereunder written.

The Company had availed following credit facilities from State Bank of Hyderabad, State Bank of Mysore, State Bank of Patiala, State Bank of Travancore, and Bharatiya Mahila Bank from time to time. These credit facilities were secured on pari passu basis vide Mortgage Deed referred as above. Pursuant to the merger/acquisition of State Bank of Hyderabad, State Bank of Mysore, State Bank of Patiala, State Bank of Travancore, and Bharatiya Mahila Bank with State Bank of India, vide Gazette of India Notification No. GSR 157(E), GSR 158(E), GSR 159(E), GSR 160(E) and GSR 269(E) dated February 22, 2017 and March 20, 2017 respectively, all the following Existing Facilities with the above mentioned Banks have been transferred to State Bank of India as set out below. In view of the above, the charge created/to be created in favor of the above mentioned banks accordingly shall now be registered/modified in favour of State Bank of India.

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9/11/16	9/11/16
2016	



Sr. No	Name of the Erstwhile Bank	Nature of Facility	Facility Amt (₹ Crs)	Document Reference No./ Date
(1)	State Bank of Travancore	Term Loan	200.00	Letter dated May 16, 2017
(2)	State Bank of Hyderabad	Term Loan	200.00	Letter dated July 6, 2017 (Ref No.: F/ADV/AMT-III/296)
(3)	State Bank of Patiala	Term Loan	100.00	Letter dated April 17, 2017
(4)	State Bank of Mysore	WCL	15.00	Letter dated July 5, 2017
(5)	State Bank of Hyderabad	WCL	10.00	Letter dated July 6, 2017 (Ref No.: F/ADV/AMT-III/296)

- (6) It is clarified that the security now being extended by this Seventeenth Contributory Mortgage Deed for securing limits referred in the above Acceding Facility Agreements are merged with the Existing Facilities I and charge is extended on uniform first *pari-passu* charge basis to all the Senior Loans (defined herein after)

(The Existing Senior Lenders I and the Acceding Senior Lenders are hereinafter collectively referred to as "the Existing Senior Lenders" unless excluded by or repugnant to the context or meaning thereof)

(The Existing Facility Agreements I and the Acceding Facility Agreements are hereinafter collectively referred to as "the Existing Facility Agreements" unless excluded by or repugnant to the context or meaning thereof)

(The Existing Facilities I and the Acceding Facilities are hereinafter collectively referred to as "the Existing Facilities" or "Senior Loans" unless excluded by or repugnant to the context or meaning thereof)

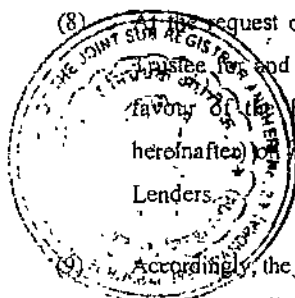
The then existing Senior Lenders, CBI and the Company entered into the Amended and Restated Security Trustee Agreement dated January 2, 2009 (hereinafter referred to as "the Security Trustee Agreement") and in accordance with the Deed of Accession entered into by the Acceding Senior Lenders, CBI and the Company (hereinafter referred to as "Deed of Accession") the Existing Senior Lenders have at the request of the Company constituted and appointed CBI as the Agent and Trustee of and for the benefit of Existing Senior Lenders to receive and hold the charges and securities created/to be created and executed by the Company for and on behalf of and/or the benefit of the Existing Senior Lenders as agreed to by and between them. The Agent and Trustee has accepted and confirmed to act as such Agent and Trustee in terms of the Amended and Restated Security Trustee Agreement and Deed of Accession on the terms and conditions and at the remuneration as set out in the Security Trustee Agreement and Letters of Acceptance sent by the Agent and Trustee to each of the Existing Senior Lenders





- (7) Under the Debenture Trust Deed as mentioned below, executed between the Company and Centbank Financial Services Limited as the Debenture Trustee for and on behalf of Debenture Holders as defined thereunder, the Company secured the Debentures issued under the below mentioned Series, by way of a first charge and mortgage on the Mortgaged Premises (as defined in the said Debenture Trust Deed) on terms and conditions more particularly set out therein

Sr No	Date of Execution of Debenture Trust Deed	Debenture Series	Amount Secured (₹ in Crs)
(a)	November 8, 2012	2012 Series II, 2012 Series III, and 2012 Series IV	200
(b)	April 2, 2013	2012 Series VI	50
(c)	August 23, 2013	2013 Series I, 2013 Series II, 2013 Series III, 2013 Series IV and 2013 Series V	500
(d)	December 27, 2013	2013, 2014 and 2015 Series (Security Created for Prospective Debenture Holders)	1,000
(e)	March 21, 2016	2016 & 2017 Series (Security Created for Prospective Debenture Holders)	1,500
(f)	September 30, 2016	2017 & 2018 Series (Security Created for Prospective Debenture Holders)	2500
		<b>Total</b>	<b>5,750</b>



- (8) At the request of the Company, Centbank Financial Services Limited as Debenture Trustee for and on behalf of Debenture Holders have agreed to cede first charge in favour of the Existing Senior Lenders and share the Secured Property (defined hereinafter) on *pari passu* basis amongst the Debenture Holders and Existing Senior Lenders.

- (9) Accordingly, the Acceding Senior Lenders have now requested the Company to secure the Acceding Facilities advanced by the Acceding Senior Lenders together with interest, additional interest, compound interest, further interest by way of liquidated damages and/or other amounts payable by the Company aggregating to ₹ 8,51,40,00,000/- (Rupees Eight Hundred and Fifty One Crores and Forty Lakhs)

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 (hereinafter referred to as "the Mortgage Debt") under the Acceding Facilities Agreements giving a common uniform first *pari passu* charge by way of Simple Registered Seventeenth Contributory Legal Mortgage in favour of CBI as the Agent and Trustee for the benefit of the Acceding Senior Lenders which the Company has agreed to do in the manner hereinafter expressed



**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

(1) In pursuance of the Acceding Facility Agreements and in consideration of the Acceding Senior Lenders having disbursed and advanced/ agreed to disburse and advance their respective Acceding Facilities of the aggregate sum of ₹ 8,51,40,00,000/- (Rupees Eight Hundred and Fifty One Crores and Forty Lakhs) only the Company doth hereby covenant with the Agent and Trustee acting for and on behalf of the Acceding Senior Lenders that the Company will repay the Mortgage Debt to each of the Acceding Senior Lenders in the manner as stipulated under the Acceding Facility Agreements.

(2) For the consideration aforesaid and as continuing security for the repayment and discharge of the principal amounts of the Senior Loans of the Acceding Senior Lenders, together with interest and other monies whatsoever payable by the Company to each of them in terms of their aforesaid respective securities, the Company doth hereby charge unto CBI as the Agent and Trustee acting for and on behalf of and for the benefit of the Acceding Senior Lenders by way of a first charge and to the extent capable of being assigned.

(i) All the movable assets and properties, present and future, including all movable plant and machinery, equipment, vehicles of any nature, equipment including aircraft and ships, rigs, earth moving and drilling equipment, diesel generating sets, power equipment and infrastructure equipment and other equipment comprising of air conditioners and other tangible movable assets of whatsoever nature wheresoever the same be situated, acquired or purchased by the Company for the purpose of leasing and/or hire purchase arrangement/s or any other similar arrangements together with all the benefits, rights and advantages of whatsoever nature belonging to the Company or arising or accruing from operation of such assets but specifically excluding book debts, receivables lease rentals payments, and hire charges. The Moveable mentioned hereinabove relate only to assets acquired by the Company for the purpose of leasing and/or hire purchase business/ arrangement and that book debts, receivables, lease rental payments and hire charges exceeding 180 days are excluded.

(ii) All the other general moveable assets of the Company, other than the Excluded Assets (as hereinafter defined) including the amounts arising out of loans and advances, securities, debts and loans, Revolving Underwriting Facility (RUF), bills of exchange, notes, shares, debentures and other securities but specifically excluding book debts, receivables (exceeding 180 days), lease rental payments and hire charges to be covered by the Power(s) of Attorney executed/to be executed by the Company in favour of the Agent and Trustee.



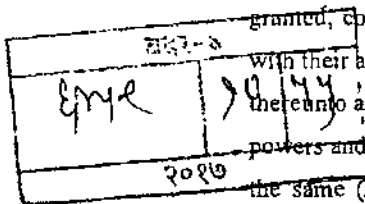
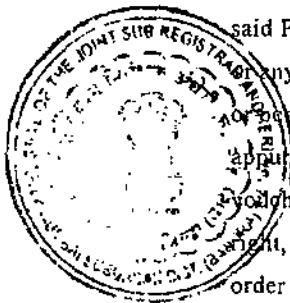
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Such moveable assets and properties as in (i) above and general moveable assets as in (ii) above shall hereinafter be collectively referred to as the "the Moveable Assets" more particularly described in the **Fifth Schedule** hereunder written which expression shall include all such assets and properties of moveable nature representing the same and any assets added by way of substitution, addition, replacement, conversion or realization or otherwise howsoever subject to the powers and provisions as herein declared and contained and concerning the same and subject to the provision of redemption as herein contained.

Provided however that such charge on the Moveable Assets shall rank as a floating charge and shall accordingly in no way hinder or prevent the Company from selling, leasing or otherwise dealing with or disposing of such assets or any part thereof in the ordinary course of its business free from any liens in each case.

- (iii) Flat No. 6-F (which is the same as Flat No. 601) admeasuring about 1300 sq.ft (built-up area) on the 6th floor in the building known as Mangal Aarti situated at St. Andrews Road, Bandra (West), Mumbai - 400050 (hereinafter referred to as "the said Flat") together with all the fixtures lying therein and all the right, title and interest incidental thereto including in the amount lying in the sinking fund and deposits of electric meters, water meter and gas meter and other connections together with the rights, privileges, advantages and appurtenances whatsoever to the said Flat belonging to or in any manner appurtenant thereto or with the same any part thereof now or at any time heretofore usually held, used, enjoyed or occupied therewith or known as part or member thereof or to belong or be appurtenant thereto and also together with all deeds, documents, writing, vouchers and other evidence of title relating to the said Flat and all the estate, title and interest use, inheritance, property, possession, benefit, claim, order and whatsoever at law and in equity of the Company into, out of or upon the said Flat to have and to hold all and singular the said Flat hereby granted, conveyed, transferred, assigned or intended or expressed so to be with their and every of their right, privileged, advantages, and appurtenances hereunto as and by way of an Simple Registered Mortgage and subject to the powers and provisions hereinafter declared and contained of and concerning the same (hereinafter referred to as "the said Immovable Asset"), more particularly described in the **Fourth Schedule** hereunder written.



PROVIDED that the Company has not given the possession of the mortgaged premises to the Agent and Trustee and has also not agreed to give the possession of the mortgaged premises to the Agent and Trustee



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Provided, however, that aforesaid first pari passu charge by way of mortgage created by the Company hereunder shall not extend to and shall specifically exclude the following assets and properties belonging to the Company (hereinafter referred to as "the Excluded Assets"):

- (a) which are exclusively charged/ mortgaged and/or agreed to be charged/ mortgaged in favour of other lenders; and
- (b) those which are specifically earmarked by the Company namely:
  - (i) residential and commercial immovable properties owned/ tenanted by the Company, both present and future including any incremental value/ addition thereto in the future;
  - (ii) trading stocks, as shown in the Books of Account and Records of the Company of shares, debentures, bonds, units of Unit Trust of India and other Mutual Funds, both present and future including any incremental value/ addition thereto in the future;
  - (iii) gilt securities including securities and Notes of Government of India and/or State Governments and other recognised Municipal or other statutory authorities, both present and future including any incremental value addition thereto in the future;
  - (iv) equity investments of the Company where the Company has given no disposal undertaking, letter of negative lien etc.
  - (v) equity investments in any Affiliate/subsidiary company.

For this purpose the term "Affiliate" shall mean with respect to any person:

- (a) a person that directly or indirectly, through one or more intermediaries, controls the person specified and/or
- (b) a person that is directly or indirectly, through one or more intermediaries, controlled by such person; and/or
- (c) any person that is directly or indirectly, through one or more intermediaries, controlled by, or is under common control with, any Person falling under (a) and/or (b) of this definition



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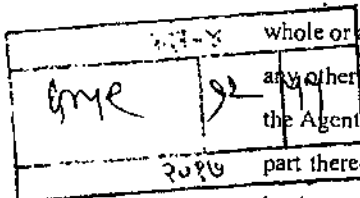
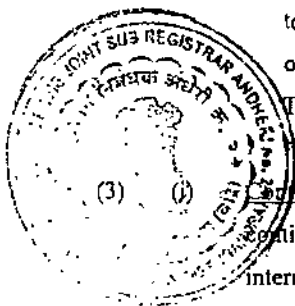
Provided that in respect of the assets falling under items b (i) (ii) and (iii), any incremental value/addition thereto in the future shall also be excluded from the purview of the charge in favour of the Agent and Trustee for the benefit of the Existing Senior Lenders

Provided further that the Company shall be at liberty to secure its short term borrowings against assets falling under items (b) (ii) and (iii) above such that such amount shall not exceed the lower of (a) 90% of the Book Value of such assets from time to time and (b) such percentage of the Book Value of such assets as will provide a difference between the outstanding amount of such short term borrowings and the Book Value of the assets of at least an amount equal to 10% of the Public Deposits of the Company then outstanding

Provided further also that the Company shall be at liberty to create security on assets falling under item (b) (i) above in favour of any creditor so long as any outstanding amount on such borrowings shall not at any time exceed the current market value thereof during the continuance of these Presents

Provided further that so long as the Company maintains an asset cover of 1:33 times, the Company shall be at liberty to release any asset from the purview of the mortgage and charge created hereunder after obtaining the permission of the Agent and Trustee, which shall not be unreasonably withheld

In the event the asset cover is less than 1:33 times, the Company undertakes to create such further or additional security by charging the Excluded Assets or any other assets, and any additions thereto in favour of the Agent and Trustee to ensure the required asset cover



Continuing Security: The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company of the whole or any part of the Mortgage Debt is in addition, and without prejudice, to any other security, guarantee, liens, indemnities or other right or remedy which the Agent and Trustee may, now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced against the Company without first having recourse to any other rights of the Agent and Trustee and of the Existing Senior Lenders



(ii) Other Security: This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Agent and Trustee, the Acceding Senior Lenders may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Company or any other person in respect of the Mortgage Debt

(iii) Additional Security: The Company undertakes to create such further or additional security by way of further assurance in favour of and as may be required when the security cover is less than 1.33 times in which case the Excluded Assets and/or any additional security may be charged to ensure the required security cover in accordance with the terms of the Acceding Facility Agreements

(iv) Cumulative Powers: The powers which this Indenture confers on the Agent and Trustee and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Agent and Trustee or the Receiver thinks appropriate; the Agent and Trustee, Existing Senior Lenders or Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever, and the Company acknowledges that the respective powers of the Agent and Trustee / Existing Senior Lenders and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

(4) Avoidance of Payments. If any amount paid by the Company in respect of the Mortgage Debt is held to be void or set aside on the liquidation or winding up of the Company or otherwise, then for the purposes of these presents such amount shall not be considered to have been paid.

(5) Proviso for Redemption. If (a) the Company shall have paid in full the Mortgage Debt in the manner provided in the Existing Facility Agreements, the Agent and Trustee shall, with reasonable promptness, upon the written request and at the expense of the Company, reassign, re-transfer and release unto the Company or as the Company shall direct and do all such other things as may be reasonably necessary to release the Secured Property from the security created hereunder, without recourse and without any further representation or warranty of any kind by or on behalf of the Agent and Trustee, such of the Secured Property or (b) only such part of the Secured Property as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to these presents. Provided that such reassignment, retransfer or release of the security created under these presents shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge which rank pari passu in point of security or otherwise.



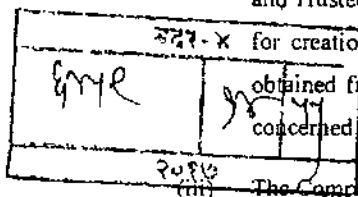
- (6) Restriction on Right of Redemption in case of Default. It is hereby agreed and declared that if the Company shall fail to repay to the Existing Senior Lenders, the Mortgage Debt as and when falling due for payment/ repayment in the manner provided in the Existing Facility Agreements with the concerned Existing Senior Lenders then and in that event the Secured Property shall not be redeemed or be redeemable by the Company or any other person or persons interested in the equity of redemption thereof at any time thereafter, and the Agent and Trustee acting on instruction of one or more of the Existing Senior Lenders concerned shall be entitled to refuse to accept payment of the Mortgage Debt, unless the Company or such person or persons shall have given to the Agent and Trustee and the Existing Senior Lenders 30 days prior notice in writing, making an appointment to pay off the Mortgage Debt on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day, or unless and in the alternative and in default or in lieu of such notice, the Company or such person or persons, shall at the same time pay to the Existing Senior Lenders or the case may be, in addition to the Mortgage Debt a further sum equivalent to 30 days' interest on the Mortgage Debt at the applicable rate, and any failure on the part of the Company or such person or persons to pay off and redeem the Mortgage Debt strictly in accordance with such notice as aforesaid and on the day thereby appointed, shall entitle the Agent and Trustee to a fresh notice of the same sort of any default thereof to 30 days further interest at the rate aforesaid.

- (7) The Company doth hereby declare, represent and warrant to the Agent and Trustee as follows:



The Company has disclosed all material facts to the Existing Senior Lenders. The Company has furnished an Audited Balance Sheet as on March 31, 2017. The financial position of the Company at the said date is correctly disclosed by the said Balance Sheet and since that date the financial position of the Company has not been affected adversely by losses or other material change;

- (ii) The Company undertakes to satisfy the Existing Senior Lenders and the Agent and Trustee that all requisite legal consents, licenses, approvals, as are necessary for creation of security in respect of the Existing Facilities have been duly obtained from all relevant Central/Local Government and/or other authorities concerned and shall be effective in law at all material times;



(iii) The Company has passed the requisite Resolutions under Section 180(1)(a) and Section 180(1)(c) of the Companies Act, 2013 at the Annual General Meeting held on June 29, 2016 and the same is in full force and effect and has not been rescinded or modified,



*[Handwritten signature]*



- (iv) The Company agrees to maintain the security cover of at least 1.33 times of the outstanding Mortgage Debt of the said Senior Lenders to the satisfaction of the Agent and Trustee and the said Senior Lenders during the period the said enhanced financial facilities and the Senior Loans of the said Senior Lenders remain outstanding.

In the event the asset cover is less than 1.33 times, the Company undertakes to create such further or additional security by charging the excluded assets and any additions thereto in favour of the Agent and Trustee to ensure the required asset cover.

- (8) The Company doth hereby agree, confirm and covenant with the Agent and Trustee as follows:

- (i) That, save as aforesaid, the provisions of Clauses 9 to 23 (both inclusive) which are contained in the Indenture of Mortgage dated January 9, 2009, the provisions of First Contributory Mortgage dated July 31, 2009, the provisions of Second Contributory Mortgage dated January 29, 2010, the provisions of Third Contributory Mortgage dated July 30, 2010, the provisions of Fourth Contributory Mortgage dated January 28, 2011, the provisions of Fifth Contributory Mortgage dated July 29, 2011, the provisions of Sixth Contributory Mortgage dated January 31, 2012, the provisions of Seventh Contributory Mortgage dated July 26, 2012, the provisions of Eighth Contributory Mortgage dated January 29, 2013, the provisions of Ninth Contributory Mortgage dated July 26, 2013, the provisions of Tenth Contributory Mortgage dated January 23, 2014, the provisions of Eleventh Contributory Mortgage dated July 22, 2014, the provisions of Twelfth Contributory Mortgage dated January 30, 2015, the provisions of Thirteenth Contributory Mortgage dated July 27, 2015, the provisions of Fourteenth Contributory Mortgage dated January 29, 2016, the provisions of Fifteenth Contributory Mortgage dated July 5, 2016 and the provisions of Sixteenth Contributory Mortgage dated January 27, 2017 to the extent they are applicable and capable of being made applicable to the Acceding Facilities of the Acceding Senior Lenders thereof relating to the maintenance of security cover, Events of Default, Sale of the Mortgaged Assets without intervention of the Court in terms of Section 69 of the Transfer of Property Act, 1882 (T.P. Act), Non-applicability of certain provisions of the T.P. Act, appointment of Receiver, in terms of Section 69 A of the T.P. Act, Rights and Duties of Agent and Trustee shall apply mutatis mutandis with equal force and effect on a pari-passu basis to the security created hereunder in respect of the said Acceding Facilities and to the Senior Loans of the Acceding Senior Lenders, as if all those provisions have been set out hereunder in ~~entire~~ and incorporated herein by reference and adoption



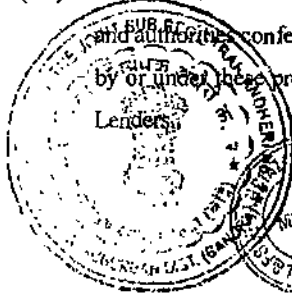
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- (9) IT IS EXPRESSLY AGREED by and between the Company and the Agent and Trustee that all the terms, conditions and covenants contained in the Existing Facility Agreements shall be deemed to have been incorporated in these presents and the obligations of the Company so far as the Agent and Trustee /Existing Senior Lenders and Acceding Senior Lenders are concerned shall be governed by the provisions contained in the Existing Facility Agreements and/or these presents and in the event of there being any inconsistency or repugnancy between the provisions contained in the Existing Facility Agreements and the security documents vis-a-vis the Company the provision contained in the Existing Facility Agreements shall prevail to the extent of such inconsistency or repugnancy.
- (10) For all or any of the aforesaid purposes herein referred, the Company hereby irrevocably appoints the Agent and Trustee as the Attorney or Attorneys and in the name and on behalf of the Company to execute and to do all acts, deeds and things which the Company ought to execute and do under the provisions herein contained and generally to use the name of the Company in the exercise of all or any of the powers by law conferred on the Agent and Trustee or any Receiver appointed by them.
- (11) The Company doth hereby confirm and undertake that during the subsistence of these Presents, the Company shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in anyway, prejudicially affect the securities and the rights created in favour of the Agent and Trustee acting for and on behalf of and for the benefit of the said Existing Senior Lenders.
- (12) AND IT IS HEREBY AGREED by and between the parties hereto that all rights, powers and authorities conferred by the Existing Senior Lenders upon the Agent and Trustee either by or under these presents or by law may be exercised by all or any of the Existing Senior Lenders.



18/11/18		
8/11/18	96	74
20/18		

**THE FIRST SCHEDULE ABOVE REFERRED TO**

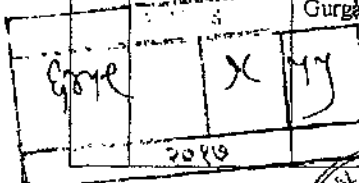
**Names & addresses of the Existing Senior Lenders I & Details of Existing Facilities I as on  
June 30, 2017**

**(A) Details of Short Term Loan / Term Loan / Long Term Loan availed  
from various Banks**

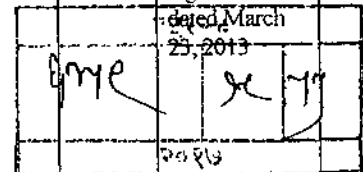
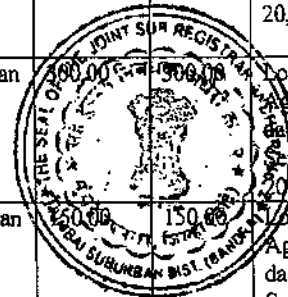
Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s Amt (₹ Crs)	Name of the Agreement and Date
1	Andhra Bank	16B, 16th Floor, Earnest House, NCPA Marg, Nariman Point Mumbai 400 021	Term Loan	300.00	150.00	Loan Agreement dated December 23, 2014
2	Allahabad Bank	Industrial Finance Branch, 1 <sup>st</sup> Floor, 17 Parliament Street, New Delhi 400 021	Term Loan	300.00	300.00	Loan Agreement dated July 24, 2015
3	ANZ Banking Group Ltd	Cnergy, 6 <sup>th</sup> Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025	Term Loan	125.00	125.00	Loan Agreement dated December 8, 2015
4	Abu Dhabi Commercial Bank	75 Rehmat Manzil, Veer Nariman Road, Churchgate, Mumbai 400 020	Term Loan	30.00	30.00	Loan Agreement dated June 24, 2016
5	Bank of Baroda	Corporate Financial Services Branch 3, Walchand Hirachand Marg 1 <sup>st</sup> Floor, Ballard Pier, Mumbai 400 001	Term Loan	300.00	225.00	Term Loan Agreement dated March 27, 2014
			Term Loan	100.00	91.67	Term Loan Agreement dated March 22, 2016
			Term Loan	200.00	200.00	Loan Agreement dated January 20, 2017
6	Bank of India	Nariman Point Large Corporate Branch, 92-93, Free Press House, 9th Floor, Free Press Journal Marg, 215, Nariman Point Mumbai 400 021	Term Loan	800.00	650.00	Short Term Loan agreement dated March 17, 2009
			Term Loan	600.00	500.00	Loan Agreement dated January 12, 2011



Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s Amt (₹ Crs)	Name of the Agreement and Date
7	Bank of Maharashtra	LJ Road Branch Mangireesh Co-operative Society Ltd, LJ Road, Mahim (W), Mumbai 400 016	Term Loan	200.00	200.00	Loan Agreement dated October 30, 2014
8	Barclays Bank	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	Term Loan	60.00	0.00	Loan Agreement dated October 13, 2009
9	First Rand Bank	TCG Financial Centre, 4th Floor, C-53, G Block, Bandra Kurla Complex, Mumbai 400 050	Term Loan	30.00	28.00	Loan Agreement dated March 8, 2016
10	HDFC Bank	HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai 400 013	TL / STL	150.00	75.00	Loan Agreement dated March 22, 2016
11	IDBI Bank	224-A, Mittal Court, A Wing, Nariman Point, Mumbai 400 021	Term Loan	300.00	300.00	Loan Agreement dated March 11, 2016
12	Indian Bank	New Delhi Main Branch, Connaught Place, New Delhi 110 001	Term Loan	250.00	125.00	Loan Agreement dated September 18, 2014
13	Indian Overseas Bank	DLF Qutab Enclave, Phase II, 15 Dakshin Marg, Gurgaon	Term Loan	500.00	0.00	Term Loan Agreement dated December 15, 2010
			Term Loan	200.00	25.00	Loan Agreement dated January 20, 2017



Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s Amt (₹ Crs)	Name of the Agreement and Date
14	Kotak Mahindra Bank	27BKC, C 27, G Block, Bandra Kuria Complex, Bandra E, Mumbai 400 051	FCTL / STL	100.00	37.50	Loan Agreement dated December 8, 2015
15	Oriental Bank of Commerce	Head Office Harsha Bhavan, E Block, Connaught Place, New Delhi 110 001	Term Loan	100.00	100.00	Term Loan Agreement dated March 28, 2016
16	Punjab & Sind Bank	Industrial Finance Branch, P-18/90, 2nd Floor, Madras Hotel Building, Connaught Circus, New Delhi 400 001	Term Loan	100.00	100.00	Term Loan Agreement dated November 14, 2013
			Term Loan	100.00	100.00	Loan Agreement dated September 18, 2014
			Term Loan	140.00	77.50	Loan Agreement dated March 20, 2015
			Term Loan	100.00	100.00	Loan Agreement dated September 29, 2015
			Term Loan	150.00	150.00	Loan Agreement dated September 22, 2016
17	State Bank of India (Acquired from erstwhile State Bank of Hyderabad)	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	Term Loan	200.00	100.00	Term Loan Agreement dated March 25, 2013
18	State Bank of India	2 <sup>nd</sup> Floor, World Trade Centre, Cuffe Parade, Colaba Mumbai 400 005	Medium Term Loan	100.00	0.00	Medium term Loan agreement dated April 25, 2005



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Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s Amt (₹ Crs)	Name of the Agreement and Date
19	State Bank of India (Acquired from erstwhile State Bank of Travancore)	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	Term Loan	200.00	200.00	Loan Agreement dated November 30, 2015
20	State Bank of India (Acquired from erstwhile State Bank of Patiala)	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	Term Loan	100.00	27.50	Term Loan Agreement dated September 20, 2013
21	Syndicate Bank	Industrial Finance Branch 10, Homji Street, 3rd floor, Fort, Mumbai 400 023	Term Loan	200.00	200.00	Loan Agreement dated March 20, 2015
			Term Loan	200.00	200.00	Loan Agreement dated September 29, 2015
			Term Loan	200.00	200.00	Loan Agreement dated March 22, 2016
			Term Loan	250.00	250.00	Loan Agreement dated September 22, 2016
22	The Jammu & Kashmir Bank Ltd	G-40, Connaught Place, New Delhi 110 001	Term Loan	300.00	300.00	Loan Agreement dated December 9, 2016
23	The Karur Vysya Bank Ltd	Andheri Branch Everest Grande, Ground Floor, Mahakali Caves Road, Near Abura Centre, Andheri (E), Mumbai 400093	Term Loan	100.00	100.00	Loan Agreement dated July 21, 2014
24	The Bank of Nova Scotia	Mittal Tower B Wing, Nariman Point, Mumbai 400 021	Short Term Loan	100.00	0.00	DPN dated December 27, 2012

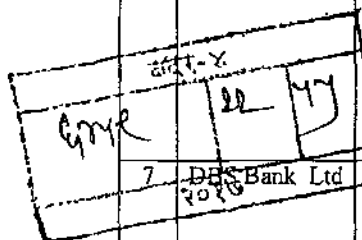
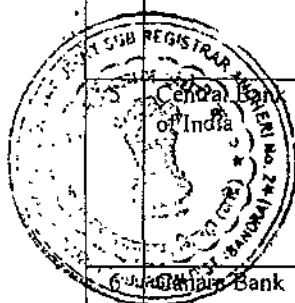


Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s Amt (₹ Crs)	Name of the Agreement and Date
25	The Karnataka Bank Ltd	K- 13, Chaudhary Building, Outer Circle, Connaught Place, New Delhi 110 001	Term Loan	75.00	37.50	Loan Agreement dated March 20, 2015
26	The South Indian Bank Ltd	22 Regal Building, Connaught Circus, New Delhi 110 001	Term Loan	50.00	25.00	Loan Agreement dated September 26, 2014
27	UCO Bank	Flagship Corporate Centre, 5 Parliament Street, New Delhi 110 001	Term Loan	200.00	200.00	Term Loan Agreement dated September 20, 2013
			Term Loan	200.00	200.00	Loan Agreement dated March 20, 2015
			Term Loan	200.00	150.00	Loan Agreement dated January 20, 2017
28	United Bank of India	Corporate Finance Branch 2 <sup>nd</sup> Floor, 25 Sir PM Road Mumbai 400 001	Term Loan	200.00	200.00	Loan Agreement dated December 9, 2014
29	Vijaya Bank	Industrial finance Branch 2nd floor, Excelsior Bldg., Wallace Street Mumbai 400 001	Term Loan	200.00	200.00	Term Loan Agreement dated November 14, 2013
			Term Loan	150.00	150.00	Loan Agreement dated December 9, 2014
			Term Loan	250.00	250.00	Loan Agreement dated December 30, 2015
Total				8910.00	6879.67	



(B) Details of Working Capital Limits availed from various Banks  
as on June 30, 2017

Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	Name of the Agreement and Date
1	Andhra Bank	16B, 16 <sup>th</sup> Floor, Earnest House, NCPA Marg, Nariman Point Mumbai 400021	Working Capital Limits	25.00	Loan Agreement dated June 30, 2009
2	Bank of Baroda	Corporate Financial Services Branch 3, Walchand Hirachand Marg 1 <sup>st</sup> 9 Floor, Ballard Pier, Mumbai 400001	Working Capital Limits	33.00	Loan Agreement dated October 31, 2008
3	Bank of India	Nariman Point Large Corporate Branch, 92-93, Free Press House, 9th Floor, Free Press Journal Marg, 215, Nariman Point Mumbai 400 021	Working Capital Limits	40.00	Loan Agreement dated October 24, 2008
4	Bank of Maharashtra	Bandra (East) Branch Grih Nirman Bhavan Kala Nagar, Bandra (E), Mumbai 400051	Working Capital Limits	20.00	Loan Agreement dated June 30, 2009
5	Central Bank of India	Corporate Finance Branch 1 <sup>st</sup> Floor, Mumbai Main Office MG Road, Fort Mumbai 400023	Working Capital Limits	86.00	Loan Agreement dated January 23, 2009
6	Canara Bank	Prime Corporate Branch— Canara Bank Building, "A" Wing, 1 <sup>st</sup> Floor, BKC, Bandra (E), Mumbai 400 051	Working Capital Limits	30.00	Loan Agreement dated March 13, 2009
7	DBS Bank Ltd	1 <sup>st</sup> Floor, Fort House, 221, Dr DN Road, Fort Mumbai 400001	Working Capital Limits	7.50	Loan Agreement October 17, 1997

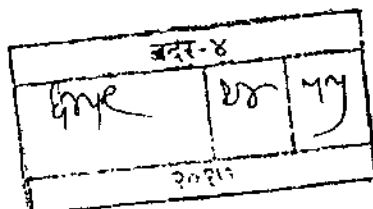
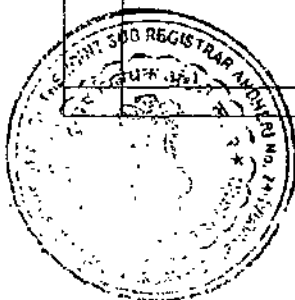


Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	Name of the Agreement and Date
8	Dena Bank	Corporate Business Branch Ground Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400051	Working Capital Limits	22.50	Loan Agreement dated February 25, 2009
9	IDBI Bank Ltd.	224-A, Mittal Court, A Wing Nariman Point Mumbai 400021	Working Capital Limits	5.00	Indenture of First Supplemental Agreement dated April 30, 2003
10	Indian Bank	New Delhi Main Branch G-41, Connaught Place, New Delhi 110001	Working Capital Limits	10.00	Loan Agreement dated October 29, 2008
11	Oriental Bank of Commerce	Head Office Harsha Bhavan, E Block, Connaught Place, New Delhi 110 001	Working Capital Limits	22.50	Loan Agreement dated October 31, 2008
12	Punjab & Sind Bank	Industrial Finance Branch, P-18/90, 2 <sup>nd</sup> Floor, Madras Hotel Building, Connaught Circus, New Delhi 400001	Working Capital Limits	22.50	Loan Agreement dated October 2008
13	Punjab National Bank	Large Corporate Branch LCB, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi 110 001	Working Capital Limits	22.50	Loan Agreement dated October 2008
14	Standard Chartered Bank	Crescenzo, 6th Floor, Plot No C 38 & 39, G Block, Behind MCA Club, Bandra Kurla Complex Mumbai 400 051	Working Capital Limits	40.00	Loan Agreement dated December 10, 2009
15	State Bank of India (Acquired from erstwhile State Bank of Hyderabad)	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 052	Working Capital Limits	10.00	Loan Agreement dated June 9, 2009





Sr No	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	Name of the Agreement and Date
16	State Bank of India (Acquired from erstwhile State Bank of Mysore)	Industrial Finance Branch, 23/1, Regal Building, Connaught Place, New Delhi 110001	Working Capital Limits	15.00	Loan Agreement dated October 31, 2008
17	Syndicate Bank	Industrial Finance Branch 10, Homji Street, 3rd floor, Fort, Mumbai 400023	Working Capital Limits	32.00	Loan Agreement dated April 16, 2009
18	The Jammu & Kashmir Bank Ltd	G-40, Connaught Place, New Delhi 110001	Working Capital Limits	34.00	Loan Agreement dated April 15, 2009
19	Union Bank of India	Industrial Finance Branch Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai 400021	Working Capital Limits	75.00	Loan Agreement dated March 13, 2009
20	United Bank of India	Corporate Finance Branch, 2 <sup>nd</sup> Floor, 25 Sir PM Road, Mumbai 400 001	Working Capital Limits	61.50	Loan Agreement October 24, 2008
21	Vijaya Bank	Industrial finance Branch, 2 <sup>nd</sup> floor. Excelsior Bldg., Wallace Street Mumbai 400001	Working Capital Limits	30.00	Loan Agreement dated March 14, 2009
Total				629.00	



**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Details of Non Convertible Debentures (NCDs) and Debenture Holders as  
on June 30, 2017**

Name	Address	Amount (₹ in Crores)
Centbank Financial Services Limited As Debenture Trustee for Holders of Secured Redeemable Non Convertible Debentures (NCDs) for:		
(a) 2012 Series II	Central Bank of India MMO Building, 3rd floor (East), 55 Mahatma Gandhi Road, Fort, Mumbai, Maharashtra - 400001	100.00
(b) 2012 Series III		50.00
(c) 2012 Series IV		50.00
(d) 2012 Series VI		28.90
(e) 2013 Series I		175.00
(f) 2013 Series II		50.00
(g) 2013 Series VI		107.50
(h) 2014 Series I		300.00
(i) 2014 Series II		43.25
(j) 2014 Series III		246.00
(k) 2015 Series I		150.00
(l) 2016 Series II		55.00
(m) 2016 Series IV		50.00
(n) 2016 Series V		224.00
(o) 2016 Series VI		75.00
(p) 2017 Series I		85.00
(q) 2017 Series II		45.00
(r) 2017 Series III		130.00
(s) 2017 Series IV		75.00
(t) 2017 Series V		25.00
(u) 2017 Series VI		75.00
(v) 2017 Series VII		125.00
(w) 2017 Series VIII		100.00
(x) 2017 Series IX		100.00
(y) 2017 Series X		60.00
(z) 2017 Series XI		100.00
(aa) 2017 Series XII		100.00
(ab) 2017 Series XIV		35.00
(ac) 2017 Series XV		227.50
(ad) 2017 Series XVII		100.00
(ae) 2018 Series I		100.00
(af) 2018 Series II		3059.65
<b>Total</b>		

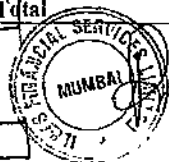


**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Names & Addresses of the Acceding Senior Lenders & Details of Acceding Facilities as on  
June 30, 2017**

Sr No.	Name of Lenders	Address of Lenders	Nature of Facility	Facility Amt (₹ Crs)	O/s amt (₹ Crs)	Name of the Agreement and Date
(1)	AfrAsia Bank Limited	Bowen Square, 10 Dr Ferriere Street, Port-Louis, Mauritius	Term Loan under ECB Route	100.00	100.00	Loan Agreement dated February 2, 2017
(2)	SBM Bank (Mauritius) Ltd.	Level 6, SBM Tower, 1 Queen Elizabeth II Avenue, Port Louis, Republic of Mauritius	Term Loan under ECB Route	101.40	99.75	Loan Agreement dated January 31, 2017
(3)	Vijaya Bank	Industrial finance Branch, 2 <sup>nd</sup> floor, Excelsior Bldg., Wallace Street, Mumbai 400001	Term Loan	100.00	100.00	Loan Agreement dated February 21, 2017
(4)	Canara Bank	Prime Corporate Branch Canara Bank Building, "A" Wing, 1 <sup>st</sup> Floor, BKC, Bandra (E), Mumbai 400 051	Term Loan	200.00	200.00	Loan Agreement dated March 14, 2017
	Bank of India	Corporate Accounts Group BKC, The Capital, A Wing, 16 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	Term Loan	50.00	50.00	Loan Agreement dated March 14, 2017
(6)	Jammu & Kashmir Bank	G-40, Connaught Place, New Delhi 110 001	Term Loan	300.00	125.00	Loan Agreement dated March 27, 2017
<b>Total</b>				<b>851.40</b>	<b>674.75</b>	

24 77  
2018



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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL AND SINGULAR Flat No. 6-F (which is the same as Flat No. 601) admeasuring about 1300 sq.ft built-up area on the 6<sup>th</sup> floor of the building "Mangal Aarti" situated at St. Andrews Road, Bandra (West), Mumbai - 400050, constructed in the year 1981 on the plot of land bearing Plot No.228 in Salsetie Sonetur Plot No.1 admeasuring 806.33 sq.yd lying being and situate at Bandra in the registration Sub District of Bandra B.S.D. and the said lands bounded on the East by St Andrews Road, on or towards the South by Plot No.299 in the said plan, on or towards the West by property of Joseph Gonsalves and on or towards North by Plot No.228.



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पत्र-४		
६०५६	६०५६	५५
२०१९		

## THE FIFTH SCHEDULE

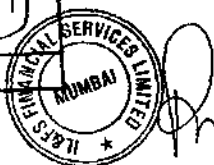
### (Description of the Movable Property)

- (i) All the movable assets and properties, present and future, including all movable plant and machinery, equipment, vehicles of any nature, equipment including aircraft and ships, rigs, earth moving and drilling equipment, diesel generating sets, power equipment and infrastructure equipment and other equipment comprising of air conditioners and other tangible movable assets of whatsoever nature wheresoever the same be situate, acquired or purchased by the Company for the purpose of leasing and/or hire purchase arrangement/s or any other similar arrangements together with all the benefits, rights and advantages of whatsoever nature belonging to the Company or arising or accruing from operation of such assets but specifically excluding book debts, receivables lease rentals payments, and hire charges. The Moveable mentioned hereinabove relate only to assets acquired by the Company for the purpose of leasing and/or hire purchase business/ arrangement and that book debts, receivables, lease rental payments and hire charges exceeding 180 days are excluded
- (ii) All the other general moveable assets of the Company, other than the Excluded Assets (as hereinafter defined) including the amounts arising out of loans and advances, securities, debts and loans, Revolving Underwriting Facility (RUF), bills of exchange, notes, shares, debentures and other securities but specifically excluding book debts, receivables (exceeding 180 days), lease rental payments and hire charges to be covered by the Power(s) of Attorney executed/to be executed by the Company in favour of the Agent and Trustee

Such moveable assets and properties as in (i) above and general moveable assets as in (ii) above shall hereinafter be collectively referred to as the "the Moveable Assets" which expression shall include all such assets and properties of moveable nature representing the same and any assets added by way of substitution, addition, replacement, conversion or realization or otherwise howsoever subject to the powers and provisions as herein declared and contained and concerning the same and subject to the provision of redemption as herein contained

However that such charge on the general moveable assets shall rank as a floating charge and shall accordingly in no way hinder or prevent the Company from selling, leasing or otherwise dealing with or disposing of such assets or any part thereof in the ordinary course of its business free from any liens in each case.

2090	2090	2090
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IN WITNESS WHEREOF the Common Seal of the Company has hereunto been affixed and the Agent and Trustee have caused these presents to be executed on its behalf by the hand of its Authorised Official the day month and year first hereinabove written

The Common Seal of the above named  
**IL&FS FINANCIAL SERVICES LIMITED**  
 was affixed pursuant to the Resolutions passed  
 by the Committee of Directors on  
 September 16, 2016, in the presence of:

*Milind N Patel*

Milind N Patel, Joint Managing Director  
 Director of the Company

For IL&FS FINANCIAL SERVICES LIMITED

who have subscribed his signature hereto in  
 token thereof and countersigned by  
PETER VAZ, being the person duly  
 authorised in that behalf, in the presence of:

*Peter Vaz*  
 Authorised Signatory



- 1 *L K Gandhi*  
 (CA Lignesh K. Gandhi)
- 2 *L H Motwani*  
 (L. H. MOTWANI)

Signed and Delivered by the above named  
**CENTRAL BANK OF INDIA** in its capacity  
 as Agent and Trustee, by the hand of  
 Mr Anand Kumar Das its Constituted  
 Attorney, in the presence of:

करो. सेन्ट्रल बैंक ऑफ इंडिया  
 For CENTRAL BANK OF INDIA  
 अधिकृत हस्ताक्षरकर्ता

*Anand Kumar Das*  
 प्राधिकृत हस्ताक्षरकर्ता  
 Authorised Signatory



- 1 *L K Gandhi*  
 (CA Lignesh K. Gandhi)
- 2 *L H Motwani*  
 (L. H. MOTWANI)



बंदर-४	
<i>One</i>	<i>se</i>
२०१७	