

Date: 25th April 2014

3i-INFOTECH TRUSTEESHIP SERVICES LIMITED
6th Floor, Orion Towers,
Mind Space, Raheja IT Park,
Cyberabad, Hyderabad.

Kind Attn: Shri. P. NAGAPPA

Dear Sir

Sub: Appointment as Security Trustee

We have been sanctioned the following financial assistance(s) (the "Facility") by **LIC Housing Finance Limited** (the "Lenders", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, assigns, transferees, novatees) vide Sanction Letter or Credit Arrangement Letter ("CAL") detailed below:

Rs. In Crores

<u>FACILITY</u>	<u>PROPOSED LIMIT</u>	<u>PROPOSED TOTAL</u>	<u>DETAILS OF CALS</u>
Fund Based: Term Loan	5.0	5.0	Dated: 07/04/2014
Total	5.0	5.0	

The Facility is to be secured as detailed in the Sanction Letter copies of which are enclosed for your reference. It is a term of sanction that the securities are to be created in favor of a security trustee holding the same in trust for the benefit of the Lenders. We have approached you as Security Trustee in line with the requirement of above said CAL of LIC Housing Finance Ltd. and the fee for which will be separately finalized and I undertake to pay the same when settled.

We hereby constitute the trust (the "Trust") with a corpus of Rs.1000/- (Rupees One Thousand Only) and appoint you as security trustee (the "Security Trustee") for holding upon Trust for the benefit of the Lenders, the trust properties including security interest to be created in terms of the Sanction Letter, all rights, interest and benefits in relation to the aforesaid security, all sums received by you, as Security Trustee for the Lenders, pursuant to the exercise of the trust power or under the security / transaction documents (save for any sum received solely for your own account) [collectively, the "Trust Property"].

Your role and responsibilities as Security Trustee shall be as set out in the Annexures hereto, which Annexures shall be an integral part of this letter.

I/ We acknowledge that you shall be liable and responsible to and shall at only as per the instructions of the Lendor.

We confirm and agree to comply with and be bound by the terms and conditions set out in the Annexures hereto:

1) We agree to make payment of trusteeship fees (non-refundable) of

Rs.25,000/- (Rupees Twenty Five Thousand Only) + service tax @12.36% towards Upfront Fees.

Rs.25,000/- (Rupees Twenty Five Thousand Only) + service tax @12.36% towards Annual Fees.

2) We agree to pay the Annual Fees of Rs 25,000/- (Twenty Five Thousand Only) every year till the Facility is availed.

We agree and confirm that this Trust shall in all respects be governed by and construed in accordance with applicable laws. We agree that any legal action or proceedings arising out of the Trust constituted shall be brought in the courts and tribunals at Mumbai in India and irrevocably submit myself / ourselves to the jurisdiction of that court or tribunal.

We agree to do all such acts, deeds and things and execute such deeds, documents and writings as may be required by you, as Security Trustee, in connection with the transactions contemplated in this letter.

We agree that LIC Housing Finance Limited and Security Trustee shall enjoy all rights and privileges as provided in the Annexure(s) attached to this letter.

We agree that all notices / communications in respect of the Trust constituted shall be delivered in the manner as set out in the Annexure (s) attached to this letter at the addresses mentioned herein below.

Thanking You,

Yours faithfully
For M/s B & C Estates



Authorized Signatory

cc: LIC Housing Finance Limited

Enclosed Cheque No.

Dated:

We request **LIC Housing Finance Limited** to confirm and recognize the appointment of **3i Infotech Trusteeship Services Limited** as Security Trustee for the Lenders, directly to the Security Trustee under intimation to me / us.

Notices to be sent to:

LENDER

LIC Housing Finance Limited,
3rd Floor, Maitrivanam Complex,
Ameerpet, Hyderabad..

SECURITY TRUSTEE

3i-INFOTECH TRUSTEESHIP SERVICES LIMITED
6th Floor, Orion Towers,
Mind Space, Raheja IT Park,
Cyberabad, Hyderabad

Borrower:

B & C Estates
5-4-187/3&4, Soham Mansion,
II Floor, M.G.Road, Secunderabad-500003.

