



सत्यमेव जयते

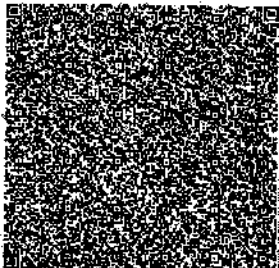
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP03771380522404P  
 Certificate Issued Date : 26-Oct-2017 11:54 AM  
 Account Reference : SHCIL (FI)/upshcil01/NOIDA/UP-GBN  
 Unique Doc. Reference : SUBIN-UPUPSHCIL0104531669030841P  
 Purchased by : LOGIX CITY DEVELOPERS PVT LTD  
 Description of Document : Article 40 Mortgage Deed  
 Property Description : LAND ADMEASURING 3.45 ACRES IN PLOT NO.GH.02, SECTOR-143, NOIDA  
 Consideration Price (Rs.) :  
 First Party : LOGIX CITY DEVELOPERS PVT LTD  
 Second Party : ECL FINANCE LIMITED  
 Stamp Duty Paid By : LOGIX CITY DEVELOPERS PVT LTD  
 Stamp Duty Amount(Rs.) : 5,00,000  
 (Five Lakh only)



Please write or type below this line.

Attested By  
P.P.S. NAGAR  
Advocate  
NOIDA-201301



UP 0002472991

1. This Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as mentioned on the website renders it invalid.



**INDENTURE OF MORTGAGE**

**(WITHOUT POSSESSION)**

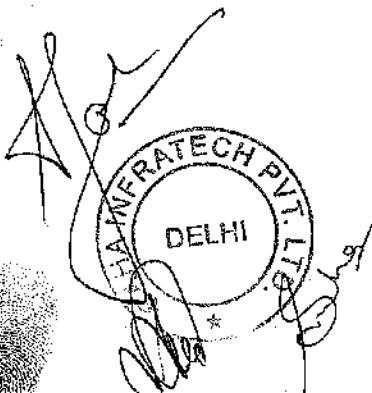
THIS INDENTURE of Mortgage ("Indenture") is made at NOIDA 27th on this 27th day of Oct 2017 by:

1) SAHA INFRA TECH PRIVATE LIMITED (CIN No: U45200DL2012PTC238062), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at N-101B, Munshi Lal Building, Connaught Circus, New Delhi - 110001, in the National Capital Territory of Delhi (hereinafter referred to as the "Borrower" and/or "Confirming Party" and/or "Mortgagor No. 1", as the case may be, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

AND

2) LOGIX CITY DEVELOPERS PRIVATE LIMITED (CIN No.: U70101DL2011PTC215320), a company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, and having its Registered Office at 301-A, World Trade Tower, Barakhamba Lane, Connaught Place, New Delhi – 110001, in the National Capital Territory of Delhi, India (hereinafter called the "Mortgagor No. 2", as the case may be, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors in title and permitted assigns);

(The Mortgagor No. 1 and Mortgagor No. 2 shall hereinafter collectively be referred to as the "Mortgagors")



बंधक पत्र (बिना कब्जा)

प्रतिफल - 900000000      स्टाम्प शुल्क- 500000      बाजारी मूल्य - 0  
पंजीकरण शुल्क - 20000      प्रतिलिपिकरण शुल्क - 460      योग : 20460

श्री अनिल कुमार साहा

पुत्र श्री साहा इन्फोटेक प्रा० लि० अनिल कुमार साहा

व्यवसाय : व्यापार

निवासी : जी-22 से 27 नोएडा जिला जीबीनगर



ने यह लेखपत्र इस कार्यालय में दिनांक 27/10/2017 एवं 06:28:56 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार

उप निबंधक : सदर प्रथम

गौतम ब्रह्म नगर

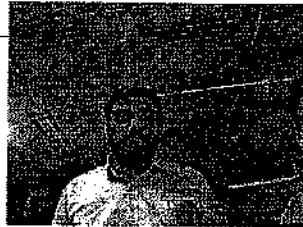
निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
बंधकी:1

श्री ईसीएल फाइनेन्स लिमिटेड द्वारा अभिजीत वर्मा

पुत्र श्री पीएस वर्मा

व्यवसाय : नौकरी

निवासी : सी-1/59, ग्राउन्ड फ्लोर, आर्डी सिटी से 0.52 गडगांव

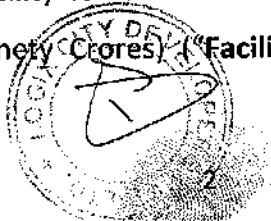
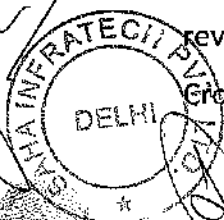


TO AND IN FAVOUR OF

3) **ECL FINANCE LIMITED**, a non-banking finance company incorporated under the Companies Act, 1956 and having its registered office at C.S.T Road, Kalina, Mumbai - 400 098, in the State of Maharashtra and one of its offices at 10 & 12, Upper Ground Floor, Mercantile House, K.G. Marg, New Delhi 110 001 (hereinafter referred to as the "Lender"/"Mortgagee", as the case may be, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

**WHEREAS:**

- A. The Borrower is, inter alia, engaged in development, construction and completion of various real estate residential and commercial projects in the NOIDA and Greater NOIDA region, in the State of Uttar Pradesh.
- B. The Mortgagor is engaged, inter alia, in the development, construction and completion of real estate projects and having valid and subsisting leasehold rights in respect of all that pieces and parcels of land bearing Plot no. GH-02, Sector-143, admeasuring 1,00,080.98 Sq. Mts and situate at Noida, District Gautam Budh Nagar, Uttar Pradesh ("Larger Plot") vide lease deed dated June 8<sup>th</sup>, 2011 executed by New Okhla Industrial Development Authority ("NOIDA") in favour of Mortgagor.
- C. A portion of the Larger Plot comprising of an area admeasuring 3.45 acres more specifically identified in the approved layout plan and demarcation of the annexed hereto as Annexure-1 ("**Project Land-Amadeus**"), and a group housing project named Amadeus being residential premises with a FAR area of 7,80,000 sq. ft., total saleable area of 10,89,900 sq ft being developed and or to be developed thereon (hereinafter referred to as "**Project Amadeus**") are proposed to be mortgaged in favour of the Lender for securing financial facility granted to Borrower.
- D. At the request of Borrower, the Lender has agreed to provide to Borrower a revolving credit facility for an amount not exceeding in the aggregate Rs. 90 Crores (Rupees Ninety Crores) ("**Facility**") in accordance with the terms and



*Handwritten signature*

and things and to execute all documents and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the aforesaid resolutions.”

Certified to be true copy,  
**CERTIFIED TRUE COPY**

**FOR M/S SAHA INFRATECH PRIVATE LIMITED**

  
**DIRECTOR**



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S SAHA INFRA TECH PRIVATE LIMITED AT THEIR MEETING HELD AT THE REGISTERED OFFICE ON 13 JUNE, 2017**

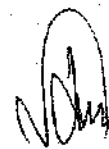
The Chairman of the meeting informed the Board that the Company is developing a group housing project named "Amadeus" being residential premises with a FAR area of 7,80,000 sq ft, total saleable area of 10,89,900 sq ft on a part of plot no GH-02, admeasuring 13,960 sq meters in Sector-143, Noida -201301 in the District of Gautam Budh Nagar in the state of Uttar Pradesh], as per the applicable law / Development Regulations as amended from time to time (hereinafter referred as the "Project").

The Chairman further informed the Board that the Company shall be required to sell the flats/shops/ units etc. in the Project and for the purposes of the same, the Company shall have to enter into agreements for sale /sale deeds /memorandums of understanding and other deeds and documents etc. with the prospective purchasers based on the terms and conditions as would be contemplated in the agreements/ sale deeds/ Memorandums of understanding etc. and to appear before/ approach the governmental authorities as and when required.

After some discussions, the following resolutions were passed:

**"RESOLVED**

1. Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti are authorised officials of ECL Finance Limited, be and are hereby severally authorized to finalize and execute on behalf of the Company, the agreements of sale/ sale deeds/ memorandums of understanding, bond, deed of indemnities, letters, forms and all other deeds and documents whatsoever in nature to accomplish the transaction of sale and/or transfer the flats/units/shop etc. in the Project, to appear before the Sub Registrar of Assurances/stamp authorities and submit and admit the execution of the agreement of sale/sale deed/memorandum of understanding and/or any deeds or documents etc. and take all such steps which may be required/necessary for the purpose of registration and/or stamping of documents, to give valid receipt of the payment, and generally to appear before courts, tribunals, stamp authorities, governmental authorities, local authorities viz



SAHA InfraTech Pvt. Ltd.

Corporate Office : 6<sup>th</sup> floor, Matrix Tower, B-4, Sec-132, Expressway, Noida- 201301, U.P., INDIA. Ph: +91 120 6119600

Regd Office : N-101/B, Munshi Lal Building, Connaught Circus, New Delhi-110061, INDIA

Email : info@sahadevelopers.com Website : www.sahadevelopers.com CIN No. U46200DL2012PIC238062

municipal corporations, Airport Authority of India, and other governmental authorities etc., to appoint Advocate/s, solicitors for the purpose of documentation, registration and perfection thereof and to settle, approve and make payment of the fees and expenses of the Advocate and generally to do all the acts and deeds and execute all such deeds and documents, as may be necessary for giving effect to this Resolution."

2. THAT Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti are authorized officials of ECL Finance Limited, be and are hereby severally authorized to accept amendments to such executed deeds and documents as and when become necessary and to sign letter(s) of undertakings, declarations, agreements, documents and other papers and do all such acts and deeds which the Company may be required to sign and, if so required, the Common Seal of the Company be affixed thereto in accordance with the then prevailing Articles of Association of the Company and Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti, an authorized persons who shall sign the same in token thereof as required by the Articles of Association of the Company.

3. THAT Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti be and are hereby severally authorized to finalize and execute on behalf of the Company the agreements of sale/ sale deeds/ memorandums of understanding, bond, deed of indemnities, letters, forms and all other deeds and documents whatsoever in nature to accomplish the transaction of sale and/or transfer the flats/units/shop etc. in the Project, to appear before the Sub Registrar of Assurances/stamp authorities and submit and admit the execution of the agreement of sale/ sale deed/ memorandums of understanding and/or any deeds or documents etc. and take all such steps which may be required/ necessary for the purpose of registration and/or stamping of documents, to give valid receipt of the payment, and generally to appear before courts, tribunals, stamp authorities, governmental authorities, local authorities viz. municipal corporations, Airport Authority of India, others governmental authorities etc., to appoint Advocate/s, solicitors for the purpose of documentation, registration and perfection thereof and to settle, approve and make payment of the fees and expenses of the Advocate and generally to do all the acts and deeds and execute all such deeds and documents, as may be necessary for giving effect to this Resolution.



4. THAT Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti, authorized person, be and are hereby severally authorised to accept amendments to such executed deeds and documents as and when become necessary and to sign letter(s) of undertakings, declarations, agreements, documents and other papers and do all such acts and deeds which the Company may be required to sign and, if so required, the Common Seal of the Company be affixed thereto in accordance with the then prevailing Articles of Association of the Company and Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti authorized persons who shall sign the same in token thereof as required by the Articles of Association of the Company.
5. THAT the Company do hereby appoint, nominate and constitute Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti, the officials of ECLFL as Constituted Attorney of the Company under Common Seal of the Company to carry out the activities set out herein and any other acts and deeds as may be required to be done in connection hereto on behalf of the Company. Shri Rujan Punjwani, Shri Ravi Bubna, Shri Hari Ram Misra, Shri. Sanjeev Panday and Shri. Mayank Soti being the officials of ECLFL, the Attorneys are severally authorized to affix the Common Seal of the Company wherever required.
6. THAT the draft of Constituted Attorney, copy whereof duly initialed by the Chairman for identification and placed on the table for information of the Board be and is hereby approved and that any one of Mr. Aniel Kumar Saha and Mr. Aunirban Saha, Directors of Company who shall sign the same in token thereof, be and are hereby authorized to execute and sign the same under the Common Seal of the Company.
7. THAT the Common Seal of the Company be affixed on the Constituted Attorney in the presence of any two of the following directors viz. Mr. Aniel Kumar Saha, Mr. Aunirban Saha and Mr. Ashok Kumar Sirohi and the following Authorised Person Ms. Neeta Saha who shall sign the same in token thereof.
8. THAT the authority conferred hereunder shall be exercised only upon occurrence of an event of default under the Transaction Documents, executed / to be executed by the Company with ECLFL.



9. THAT The Company shall not amend, modify, alter, rescind, withdraw, supersede, invalidate, cancel, abridge this resolution or take any steps for the derogation of the power conferred hereunder, without the prior written consent of ECLFL.

For M/s SAHA INFRA TECH PRIVATE LIMITED



Director



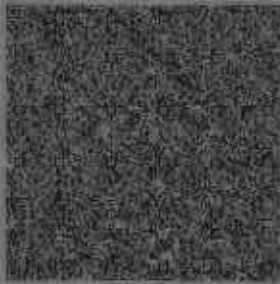


INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP021506529739740  
 Certificate issued Date : 01-Jul-2016 04:27 PM  
 Account Reference : SHCIL (FI)/ upsncil01/ NOIDA/ UP-GBN  
 Unique Doc. Reference : SUBM-UPUPSHCIL01025672981166550  
 Purchased by : LOGIX CITY DEVELOPERS PVT LTD  
 Description of Document : Article 40 Mortgage Deed  
 Property Description : LAND ADMEASURING 3.45 ACRES IN THE PLOT NO GH-02 SEC-143 NOIDA  
 Consideration Price (Rs.) : 160,00,00,000  
 (One Hundred Sixty Crore only)  
 First Party : LOGIX CITY DEVELOPERS PVT LTD  
 Second Party : IDBI TRUSTEESHIP SERVICES LTD  
 Stamp Duty Paid By : LOGIX CITY DEVELOPERS PVT LTD  
 Stamp Duty Amount(Rs.) : 5,00,500  
 (Five Lakh Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MORTGAGE DEED (WITHOUT POSSESSION) EXECUTED ON 02<sup>nd</sup> JULY 2016



VO 0001404298

Statutory Alert

- The authenticity of the Stamp Certificate should be verified at [www.stampsamp.com](http://www.stampsamp.com). Any discrepancy in the details on the Certificate and on available on the website renders it invalid.
- The user of creating the legibility is on the user of the certificate.
- In case of any discrepancy please inform the Competent Authority.

SHEIL









नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्राधिकारिक भवन, सेक्टर-16

जीएच, प्लॉट नं० 02, नोडा

सं० नोएडा/जीएच0पी0/2015/ 3477



दिनांक 22/11/2015

**M/s Logix City Developers Pvt. Ltd.**  
**Corporate Office- 4 & 5,**  
**Sector- 16, Noida**

**Sub: Mortgage Permission in favour of IDBI Trusteeship Services Limited, Plot No. Gh-02, Sector- 143, Noida**

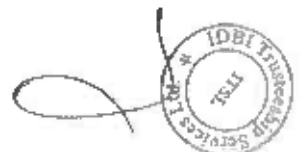

कृपया उपरोक्त विषयक अपने पत्र दिनांक 21.12.2015 का सन्दर्भ ग्रहण करने का कष्ट करें जिसके द्वारा आपने कुल आवंटित क्षेत्रफल 24.74 एकड़ में से 3.45 एकड़ भूमि के बंधक अनुमति IDBI Trusteeship Services Limited से M/s Kautilya Finance B.V. (Foreign Portfolio Investor) के trustee को प्राप्त कर रहे हैं, की खबर की है। उक्त के साथ-साथ आपने अपने पत्र में यह भी उल्लेख किया है कि बंधक की अनुमति M/s Saha Infratech Pvt. Ltd. के non-convertible debentures holders को पत्र में भी प्रभावी होगी।

सन्दर्भित विषय से यह अवगत करना है कि प्राधिकरण को पत्र संख्या नोएडा/जीएचपी/जीएच- 02-143/2015/1415 दिनांक 05.06.2015 के द्वारा IDBI Trusteeship Services Limited registered office Asian Building, Ground Floor, 17 R. Kamani Marg, Ballard Estates, Mumbai- 400001 को पत्र में गुप्त हस्तलिखित श्रृंखला संख्या जीएच-02, सेक्टर 143 के बंधक की अनुमति प्रदान की जा चुकी है। यदि IDBI Trusteeship Services Limited, M/s Kautilya Finance B.V. तथा M/s Saha Infratech Pvt. Ltd. के non-convertible debentures holders को संयुक्त रूप से 3.45 एकड़ भूमि जो कुल आवंटित भूमि का हिस्सा है एवं जिसको उक्त तीनों व्यक्ति/संस्थाएं आपसी सहमति से विहित कर ले तो प्राधिकरण को पत्र दिनांक 05.06.2015 के द्वारा जारी की गई बंधक अनुमति को विस्तारित करने में कोई आपत्ति नहीं है।



(सं० सी० गुप्ता)  
प्रबन्धक (जीएचपी0पी0)



IN WITNESS WHEREOF the Parties have caused this Deed to be executed on the day, month and year first above written.

SIGNED AND DELIVERED BY

  
LOGIX CITY DEVELOPERS PRIVATE LIMITED  
(as LCDPL)



  
SAHA INFRA TECH PRIVATE LIMITED  
(as SIPL)



ACCEPTED AND ACKNOWLEDGED BY:


For IDBI TRUSTEESHIP SERVICES LTD.




  
AUTHORISED SIGNATORY

IDBI TRUSTEESHIP SERVICES LIMITED  
in its capacity as the Debenture Trustee by the hands  
of Mr. Suraj Chandel, its authorized signatory.

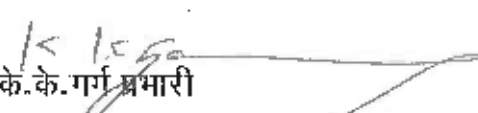
Witnesses:

  
1. Sunny Chawla  
S/o Sh. M.P. Chawla  
R/o C-443, Sector 19, Noida  
Voter Id No. ZYH2750982

  
2. Dinesh Kumar  
S/o Sh. Sunil Kumar  
R/o 6/123, Mohalla Lodhi  
Rajput, Shahdara, Delhi  
DI. No. : DI. 1320160203355

आज दिनांक 19/07/2016 को  
बही सं. 1 जिल्द सं. 6367  
पृष्ठ सं. 171 से 260 पर क्रमांक 11411  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
के.के.गर्ग प्रभारी  
उप निबन्धक (प्रथम)  
नोएडा  
19/7/2016

