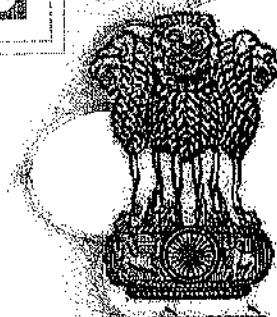


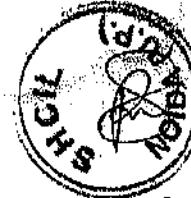
INDIA NON JUDICIAL

Government of Uttar Pradesh



राज्यपाल जराते

e-Stamp



Certificate No.

IN-UP03724468146831P

Certificate Issued Date

10-Oct-2017 01:26 PM

Account Reference

SHCIL (FI) / upshcil01 / NOIDA / UP / GBN

Unique Doc. Reference

SUBIN-UPURSHCIL0104473897173476P

Purchased by

ABET BUILDCON PVT LTD AND ELICIT REALTECH PVT LTD

Description of Document

Article 40 Mortgage Deed

Property Description

PLOT NO SC-01/C-A7 AND SC-01/C-A8, SPORTS CITY, SECTOR-150, NOIDA (U.P.)

Consideration Price (Rs.)

ABET BUILDCON PVT LTD AND ELICIT REALTECH PVT LTD

First Party

ECL FINANCE LIMITED

Second Party

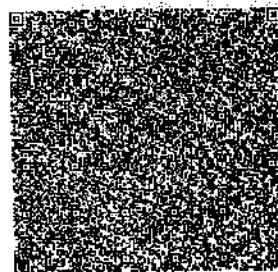
ABET BUILDCON PVT LTD AND ELICIT REALTECH PVT LTD

Stamp Duty Paid By

5,00,000

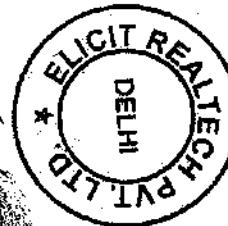
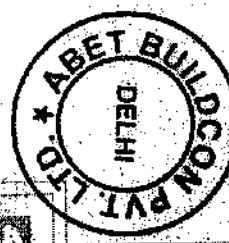
Stamp Duty Amount(Rs.)

(Five Lakh only)



Advocate NOIDA - 201301
Please write or type below this line

JASAN
Advocate
NOIDA - 201301



UP 0002471

Statutory Alert:

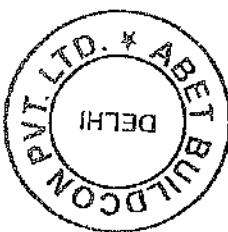
1. The authenticity of this Stamp Certificate should be verified at www.shollestamp.com. Any discrepancy in the details on this Certificate and as



INDENTURE OF MORTGAGE

(WITHOUT POSSESSION)

THIS INDENTURE of Mortgage ("Indenture") is made at NOIDA on this 11th day of October, 2017 by:

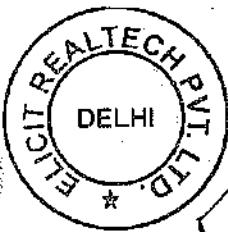
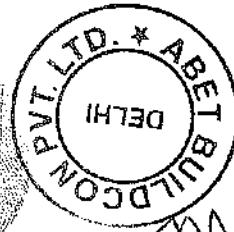
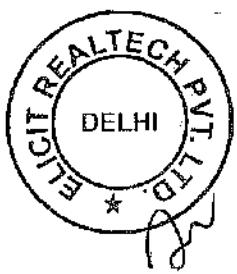


- 1) ABET BUILDCON PRIVATE LIMITED (CIN No.: U70109DL2013PTC261584), a company registered under the Companies Act, 1956, and validly existing under the Companies Act, 2013, having its Registered Office at F-1, 1st Floor, Plot No. 1, Kilkori, Maharani Bagh, Delhi, New Delhi - 110065, in the National Capital Territory of Delhi, India (hereinafter called the "**Mortgagor No. 1**", 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);

AND

- 2) ELICIT REALTECH PRIVATE LIMITED (CIN No.: U70102DL2014PTC263828), a company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having its Registered Office at F-1, 1st Floor, Plot No. 1, Kilkori, Maharani Bagh, Delhi, New Delhi - 110065, 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 are hereinafter collectively be referred to as the "**Mortgagors**")



900,000,000.00

बंधक पत्र (विना कर्मा)

20,000.00

पीस रजिस्ट्री

340 20,340.00 152

नकल व प्रति शुल्क योग पृष्ठों की संख्या

बंधक धनराशि

श्री
पुत्र श्री
M/s ECL Finance Ltd द्वारा अभिजीत वर्मा
पी0एस0वर्मा

व्यवसाय अन्य
निवासी स्थायी 10 व 12 यूजी0एफ के0जी0मार्ग न्यू दिल्ली
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में
बजे निबन्धन हेतु पेश किया।

दिनांक 11/10/2017 समय 4:18PM



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वीरसेन)
उप-निबन्धक द्वितीय
नोएडा
11/10/2017

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
बंधकी

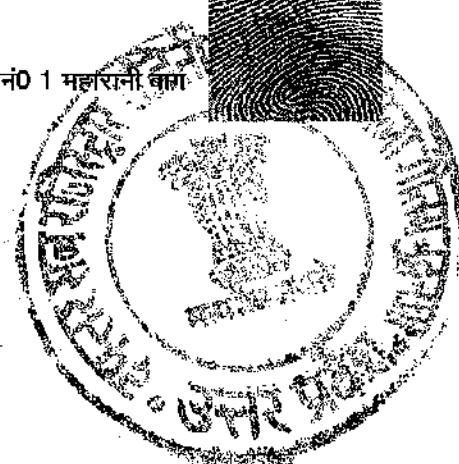
श्री Abet Buildcon Pvt Ltd द्वारा योगेश शर्मा
पुत्र श्री के0आर0शर्मा
पेशा अन्य
निवासी एफ 1 प्रथमतल प्लाट नं0 1 महारानी बाग
दिल्ली



श्री M/s ECL Finance Ltd द्वारा अभिजीत वर्मा
पुत्र श्री पी0एस0वर्मा
पेशा अन्य
निवासी 10 व 12 यूजी0एफ के0जी0मार्ग न्यू दिल्ली



श्री Abet Buildcon Pvt Ltd द्वारा योगेश शर्मा
पुत्र श्री के0आर0शर्मा
पेशा अन्य
निवासी एफ 1 प्रथमतल प्लाट नं0 1 महारानी बाग
दिल्ली



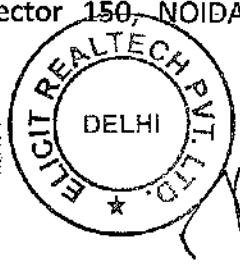
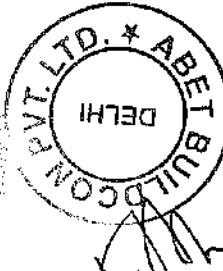
TO AND IN FAVOUR OF

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. Logix Infra Developers Private Limited, (CIN No.: U70200DL2011PTC215284), a company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, 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 ("Logix"), is, inter alia, engaged in development, construction and completion of various real estate residential and commercial projects in the New Okhla Industrial Development Authority ("NOIDA") and Greater NOIDA region, in the State of Uttar Pradesh. Vide lease deed executed by NOIDA in favour of Logix dated December 26, 2013, registered with the SRO having jurisdiction on March 29, 2014 bearing registration number 3257 and registered at book number 1, volume number 5936 at page numbers 391-426, ("Lease Deed-1"), Plot no. SC-01/C (part of Sports City plot no. SC-01), Sector 150, NOIDA, Uttar Pradesh admeasuring 204,728 square metres ("Plot 1") was leased to Logix for a period of 90 (ninety) years from the date of execution of the Lease Deed-1.

B. Vide lease deed between NOIDA and Logix dated March 28, 2014, registered with the SRO having jurisdiction on March 29, 2014 bearing reference number 3258 and registered at book number 1, volume number 5937 at page number 36 ("Lease Deed-2") another plot numbered SC-01/C-02 (part of Sports City plot no. SC-01), Sector 150, NOIDA, Uttar Pradesh admeasuring 22,400.8431 square



2



[Signature]

ने निष्पादन स्वीकार किया ।

जिनकी पहचान इन्द्रनील घोष
जगवन्थु घोष

पेशा अन्य

निवासी 8सी महेश चौधरी लेन कोलकत्ता वेस्ट बंगाल

व ओमपाल वर्मा
नाथू सिंह वर्मा

पेशा अन्य

निवासी सिखेडा मेरठ

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

Indranil Ghosh



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(वीरसेन)

उप-निबन्धक द्वितीय
नोएडा

11/10/2017

पुस्तक का गति

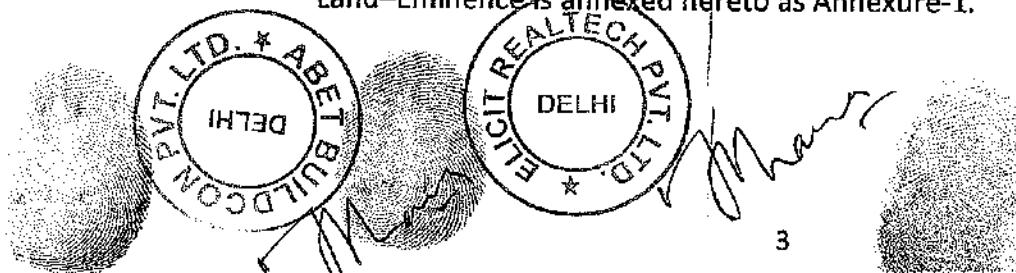


metres ("Plot 2") was leased to Logix for a period of 90 (ninety) years from the date of execution of Lease Deed-2.

C. The Mortgagor No. 1 is engaged, inter alia, in the development, construction and completion of real estate projects. Vide sub-lease deed dated June 07, 2014 and registered with the SRO having jurisdiction, on June 07, 2014 bearing registration number 5409 and registered at book number 1, volume number 6079 at page number 163 to 206 executed by Logix in favour of Mortgagor No. 1 ("Abet Sub-lease Deed"), Mortgagor No. 1 has acquired valid and subsisting sub-leasehold rights in respect of all that pieces and parcels of land bearing Plot no. SC-01/C-A8, admeasuring 12,000 square metres, situate at Sector 150, NOIDA, Uttar Pradesh ("Abet Plot").

D. The Mortgagor No. 2 is engaged, inter alia, in the development, construction and completion of real estate projects. Vide sub-lease deed June 07, 2014 and registered with the SRO having jurisdiction on June 07, 2014 bearing registration number 5411 and registered at book number 1, volume number 6079 at page number 251 to 294 executed by Logix in favour of Mortgagor No. 2 ("Elicit Sub-lease Deed"), Mortgagor No. 2 has acquired valid and subsisting sub-leasehold rights in respect of all that pieces and parcels of land bearing SC-01/C-A7, admeasuring 13,000 square metres, situate at Sector 150, NOIDA, Uttar Pradesh ("Elicit Plot").

E. A group housing project named 'Eminence', being residential premises with a FAR of 2.23x, total saleable area of 8,32,500 square feet being developed / to be developed jointly by the Mortgagors, and the plot no SC-01/C-A7 & SC-01/C-A8, admeasuring 25,000 square metres in Sector-150, NOIDA, District Gautam Budh Nagar, Uttar Pradesh, being the aggregate of the Abet Plot and Elicit Plot, on which Project Eminence is being developed ("Project Land-Eminence") are proposed to be mortgaged in favour of the Lender for securing financial facility granted to Borrower. An approved layout plan and demarcation of the Project Land-Eminence is annexed hereto as Annexure-1.



बंधकी

Registration No.: 6825

Year : 2,017

Book No. : 1

0101 Abet Buildcon Pvt Ltd द्वारा योगेश शर्मा

के 0आर0शर्मा

एफ 1 प्रथमतल प्लाट नं 0 1 महारानी बाग दिल्ली

अन्य



0102 Abet Buildcon Pvt Ltd द्वारा योगेश शर्मा

के 0आर0शर्मा

एफ 1 प्रथमतल प्लाट नं 0 1 महारानी बाग दिल्ली

अन्य



Chhaya

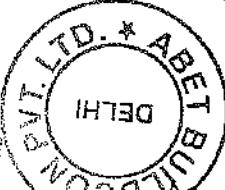
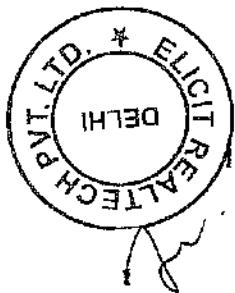
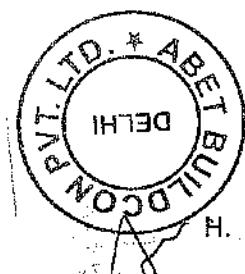
F. At the request of Saha Infratech Private Limited (CIN No: U45200DL2012PTC238062), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at N-101B, Munshi Lal Building, Connaught Circus, New Delhi - 110001, in the National Capital Territory of Delhi ("Borrower"), 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 conditions recorded in the facility agreement dated 22nd September, 2017 made between, *inter alia*, Borrower, Mortgagors and the Lender, for the purpose and on the terms and conditions mentioned therein (hereinafter referred to as the "Facility Agreement").

G. One of the terms in the Facility Agreement is that the Obligations including the Facility shall be secured, *inter alia*, by way of creation of charge and mortgage by the Mortgagors on the Mortgaged Properties (*term defined hereinafter*) in favour of the Mortgagee.

The Mortgagors have complied with all requirements and have obtained all such authorizations, as may be required for creation of the security interest expressed to be created herein in favour of the Mortgagee for securing the Obligations (*term defined hereinafter*).

NOIDA vide its letter bearing No. NOIDA/Commercial/2017/690 dated August 8, 2017, granted its permission to mortgage leasehold rights of Mortgagor No.1 pertaining to Abet Plot portion of Project Land-Eminence and all construction put up thereon, in favour of Mortgagee ("NOC 1") for the purpose of securing due repayment and discharge of the Facility. The copy of NOC 1 is annexed hereto as Annexure-2.

J. NOIDA vide its letter bearing No. NOIDA/Commercial/2017/689 dated August 8, 2017, granted its permission to mortgage leasehold rights of Mortgagor No. 2 pertaining to Elicit Plot portion of Project Land-Eminence and all construction put up thereon, in favour of Mortgagee ("NOC 2") for the purpose of securing the due



बंधककर्ता

Registration No. : 6825

Year : 2,017

Book No. : 1

0201 M/s ECL Finance Ltd द्वारा अभिजीत वर्मा

पी०एस०वर्मा

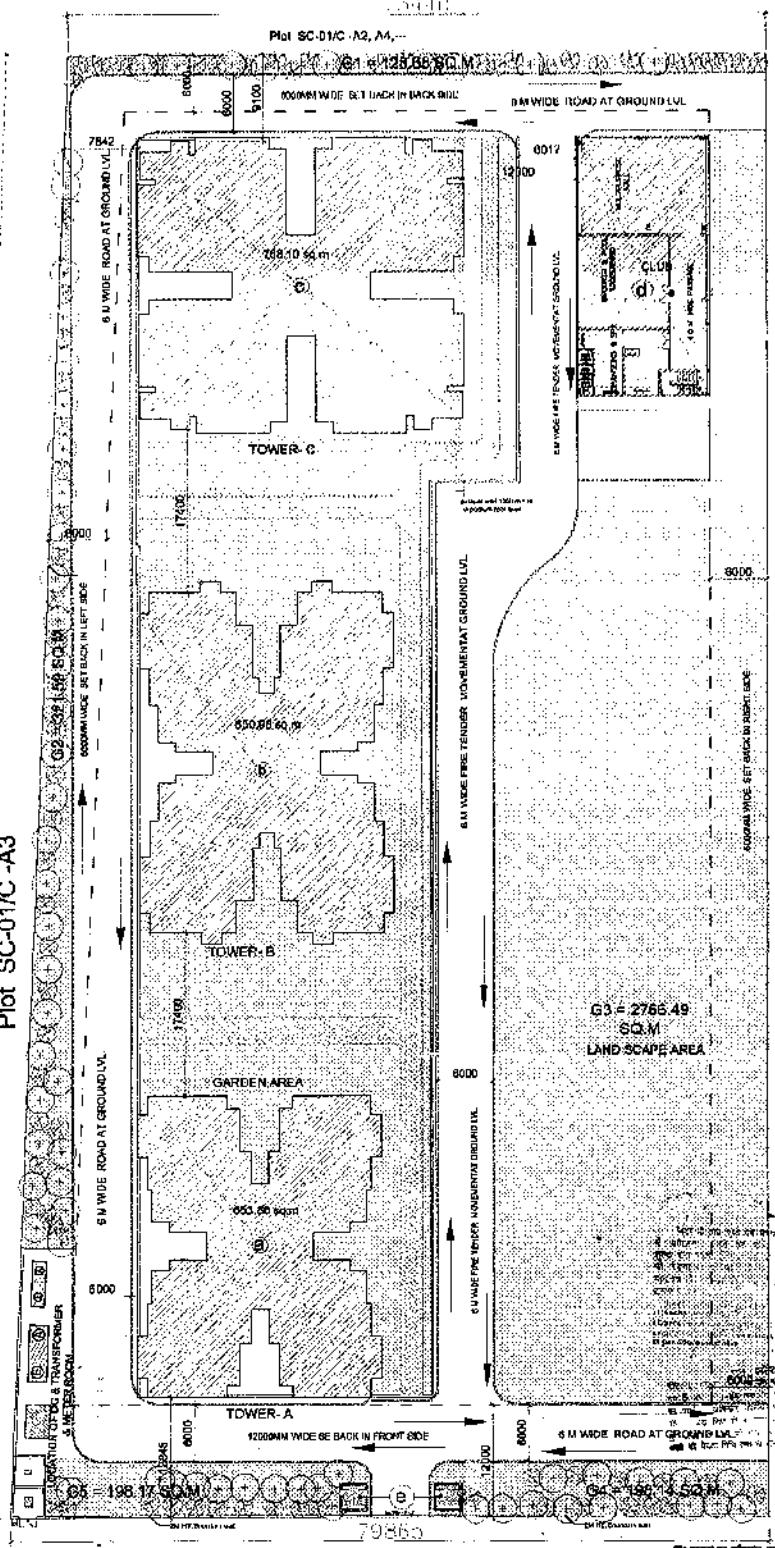
10 व 12 यूजी०एफ के०जी०मार्ग न्यू दिल्ली

अन्य





Plot SC-01/C-A3



PROPOSED LANDSCAPE AREA DETAIL		
	TOTAL PLOT AREA	12000 -----
1	GROUND COVERAGE	AREA (SQ.M)
a	TOWER A	653.860 -----
b	TOWER - B	650.980 -----
c	TOWER - C	786.100 -----
d	CLUB HOUSE	348.400 -----
e	GUARD ROOM (1+2)	18.000 -----
f	Meter Room	23.98 -----
	TOTAL AREA	2481.320 SQ.M
2	GREEN AREA	AREA (SQ.M)
a	G1	128.650 -----
b	G2	321.590 -----
c	G3	2766.490 -----
d	G4	190.140 -----
e	G5	190.170 -----
f		
	TOTAL AREA	3597.040 -----

**PROPOSED SPORTS CITY PROJECT
BUILDING AT PLOT NO:-SC-01/C-A8
SECTOR -150, NOIDA U.P.**

MS ABET BUILDCON PVT. LTD.

ARCHITECT'S SIGN.	OWNER'S SIGN
	
RAJIV GOEL CA/7612361	Architect: Rajiv Goel Owner: [Signature]
TITLE: SUBMISSION DRAWINGS	
DIV.	SITE PLAN LAND SCAPE & AREA CALCULATION
DATE:	JAN 2010
DRAWN BY:	CHKD. BY:
DRF. NO.:	SURPLA0005-01 SHEET NO. S-01



New Okhla Industrial Development Authority
Main Administrative Building, Sector-VI, NOIDA
Gautam Budh Nagar – 201301

No. Noida/Commercial/2017/..... 690

Dated: 09 / 08/2017

M/s ABET BuildconPvt. Ltd.
F-1, 1st floor, Plot No. 1, Kilokari Maharani Bagh,
Delhi - 65,

Dear Sir,

In continuation to our letter letter no. NOIDA/ Commercial/ 2016/ 718 dated 9th August, 2016 vide which mortgage permission in favour of M/s IDBI Trusteeship Services Ltd. (Trustee of Kautilya Finance BV, Appollolaan 151, 1077 AR Amsterdam, The Netherlands) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001 in respect of Sports City Plot No. SC-01/CA-08, Sector-150, NOIDA for raising construction/ development, please refer to letter dated 3rd August, 2017 with regard to include ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098 for additional loan facility. In this connection it is to inform you that in continuation to aforesaid mortgage permission, New Okhla Industrial Development Authority is pleased to permit you to include ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098 in the mortgage of the above said property situated in Noida Complex for additional loan facility for raising construction/ development of the project, subject to following conditions:-

1. The first charge of property will be of NOIDA in respect of the recovery of dues of the property such as lease rent, taxes rate any other charges and interest thereon.
2. In the event of foreclosure of the mortgage or charged property the Lessor (New Okhla Industrial Development Authority) shall be entitled to claim and recover lease rent, taxes rate any other charge and interest thereon applicable from time to time and also such percentage of the unearned increase in the value of the plot as the authority may decided from time to time and the amount of Lessor's share of the said unearned increase shall also have first charge on the above said mortgage or charge. The decision of the Lessor in respect of the market value of the commercial plot shall be final and binding on all the parties concerned provided that Lessor shall have the pre-emptive right to purchase the mortgage or

Merry *✓* *Merry* *John*
Merry & Sons
Gautam Budh Nagar
Delhi - 201301

charge mentioned above after deducting the Lessor's share in the unearned increase aforesaid.

3. Please note that the mortgage permission is subject to the conditions of lease deed/ sub lease deed may be utilized within one year from the date of issue of this letter.
4. This mortgage permission is granted subject to depositing dues of Noida Authority within 90 days of issue this letter and submission of the No Dues Certificate of Accounts Officer(Commercial) , Sector-VI, NOIDA.

Yours faithfully,

Assistant General Manager (Commercial)

Copy to:

1. M/s IDBI Trusteeship Services Ltd. (Trustee of ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001
2. ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098

Assistant General Manager (Commercial)

सहायता अधिकारी
निमित्त



New Okhla Industrial Development Authority

Main Administrative Building, Sector-VI, NOIDA

Gautam Budh Nagar – 201301

No. Noida/Commercial/2017/..... 689

Dated: 08 / 08/2017

M/s Elicit Realtech Pvt. Ltd.
F-1, 1st floor, Plot No. 1, Kilokari Maharani Bagh,
New Delhi - 65,

Dear Sir,

In continuation to our letter letter no. NOIDA/ Commercial/ 2016/ 71 dated 9th August, 2016 vide which mortgage permission in favour of M/s IDBI Trusteeship Services Ltd. (Trustee of Kautilya Finance BV, Appollolaan 151, 1077 AR Amsterdam, The Netherlands) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001 in respect of Sports City Plot No. SC-01/CA-07, Sector-150, NOIDA for raising construction/ development of the project please refer to letter dated 3rd August, 2017 with regard to include ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098 for additional loan facility. In this connection it is to inform you that in continuation to aforesaid mortgage permission, New Okhla Industrial Development Authority is pleased to permit you to include ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098 in the mortgage of the above said property situated in Noida Complex for additional loan facility for raising construction/ development of the project, subject to following conditions:-

1. The first charge of property will be of NOIDA in respect of the recovery of dues of the property such as lease rent, taxes rate any other charges and interest thereon.
2. In the event of foreclosure of the mortgage or charged property the Lessor (New Okhla Industrial Development Authority) shall be entitled to claim and recover lease rent, taxes rate any other charge and interest thereon applicable from time to time and also such percentage of the unearned increase in the value of the plot as the authority may decided from time to time and the amount of Lessor's share of the said unearned increase shall also have first charge on the above said mortgage or charge. The decision of the Lessor in respect of the market value of the commercial plot shall be final and binding on all the parties concerned provided that

Munir *Munir* *Munir* *Shif*

Lessor shall have the pre-emptive right to purchase the mortgage or charge mentioned above after deducting the Lessor's share in the unearned increase aforesaid.

3. Please note that the mortgage permission is subject to the conditions of lease deed/ sub lease deed may be utilized within one year from the date of issue of this letter.
4. This mortgage permission is granted subject to depositing dues of Noida Authority within 90 days of issue this letter and submission of the No Dues Certificate of Accounts Officer(Commercial) , Sector-VI, NOIDA.

Yours faithfully,

Assistant General Manager (Commercial)

Copy to:

1. M/s IDBI Trusteeship Services Ltd. (Trustee of ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001
2. ECL Finance Ltd., Edelweiss House, Off CST Road, Kalina, Mumbai – 400 098

Assistant General Manager (Commercial)

अधिकारी क्रमांक २
दिनांक



Annexure-3

(NOC of NOIDA for Mortgage for Elicit Plot portion of the Project Land-Eminence)



[Signature]



WITNESSES No. 1.

Indranil Ghosh

MR. INDRANIL GHOSH

S/O SH. JAGABANDHU GHOSH

R/O 8C, MAHESH CHOUDHURY LAND,

BHAWANIPUR, KOLKATA WEST BENGAL,



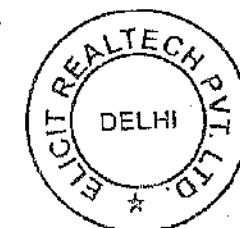
WITNESSES No. 2.

Mr. Ompal Verma

MR. OMPAL VERMA (Advocate)

S/O SH. NATHU SINGH VERMA

R/O VILL. SIKHERA, MEERUT, U.P. - 250001.



✓
Drafted By
P.P.S. NAGAR
Advocate
NOIDA - 201301

Atulya

आज दिनांक 11/10/2017 को
बाही सं. 1 जिल्द सं. 9008
पृष्ठ सं. 69 से 220 पर क्रमांक 6825
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वीरसेन)

उप-निवन्धक द्वितीय
नोएडा

11/10/2017



भाग 1

| पस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला |

उप-निबन्धक द्वितीय क्रम सं० 27839
नौएडा

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 29-Sep-2016

प्रस्तुतकर्ता या प्रार्थी का नाम IDBI Trusteeship Services Ltd द्वारा सूरज
लेख का प्रकार बंधक पत्र (बिना कब्जा)

प्रतिफल की धनराशि 1,600,000, / 0.00

1. रजिस्ट्रीकरण शुल्क 20,000.0
2. प्रतिलिपिकरण शुल्क 200
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणो करण के लिए शुल्क
5. कर्मीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 20,200.0

शुल्क वसूल करने का दिनांक 29-Sep-2016

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 29-Sep-2016

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



89643
2
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No.

: IN-UP023237452258900

Certificate Issued Date

: 23-Aug-2016 05:01 PM

Account Reference

: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN

Unique Doc. Reference

: SUBIN-UPUPSHCIL01027704129999650

Purchased by

: ABET BUILDCON PRIVATE LIMITED

Description of Document

: Article 40 Mortgage Deed

Property Description

: PLOT NO.SC-01/C-A8, SECTOR-150, NOIDA

Consideration Price (Rs.)

: 160,00,00,000
(One Hundred Sixty Crore only)

First Party

: ABET BUILDCON PRIVATE LIMITED

Second Party

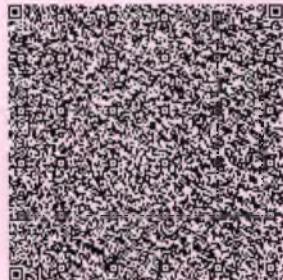
: IDBI TRUSTEESHIP SERVICES LTD

Stamp Duty Paid By

: ABET BUILDCON PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 5,00,500
(Five Lakh Five Hundred only)



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

THIS STAMP PAPER SHALL FORM AN INTEGRAL PART OF THE MORTGAGE DEED
(WITHOUT POSSESSION) EXECUTED ON 28th Sept., 2016.



0003653241

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHIL



MORTGAGE DEED (WITHOUT POSSESSION)

AMONGST

ABET BUILDCON PRIVATE LIMITED

AND

SAHA INFRATECH PRIVATE LIMITED

IN FAVOUR OF:

IDBI TRUSTEESHIP SERVICES LIMITED

IN RESPECT OF PLOT NO. SC-01/C-A8, SECTOR-150, NOIDA

STAMP DUTY PAID : Rs. 5,00,500/-

E Stamp Certificate No. : IN-UP023237452258900





THIS DEED OF MORTGAGE (this "Deed") is made at Noida on this 28 day of Sept, 2016.

BETWEEN

ABET BUILDCON PRIVATE LIMITED (PAN # AAMCA245Q), a company incorporated under the provisions of the Companies Act, 2013, bearing CIN U70109DL2013PTC261584 and having its registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi 110001 through its authorised signatory **Mr. Pradeep Chandra Panthri** (DL No. UP 14 20140018528) S/o Sh. Prayag Dutt Panthri authorised vide Board Resolution dated 28.09.2016 (hereinafter referred to as "Abet", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **FIRST PART**; The Mortgagor

AND

SAHA INFRATECH PRIVATE LIMITED (PAN # AARCS7127G), a company incorporated under the provisions of the Companies Act, 1956 bearing CIN U45200DL2012PTC238062 and having its registered office at N-101B, Munshi Lal Building, Connaught Circus, New Delhi- 110001 through its authorised signatory **Mr. Aunirban Saha** (Passport No. Z2561621) S/o Sh. Aniel Kumar Saha authorised vide Board Resolution dated 28.09.2016 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **SECOND PART**;

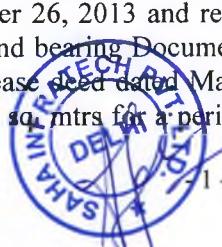
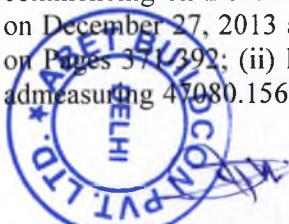
IN FAVOUR OF:

IDBI TRUSTEESHIP SERVICES LIMITED, a company incorporated under the Companies Act, 1956, bearing CIN U65991MH2001GOI131154 and having its registered office at Asian Building, Ground Floor, 17, R, Kamani Marg, Ballard Estate, Mumbai- 400001 through its authorised signatory **Mr. Suraj Chandel** (Voter ID No. ZXD2025419) S/o Sh. Ram Swaroop (hereinafter referred to as the "Debenture Trustee", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), acting for and on behalf of the Debenture Holders ; The Mortgagee

Abet, the Company and the Debenture Trustee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. Abet is engaged in the business of development, construction, management, sale and marketing of real estate projects; .
- B. The Company is engaged in the business of development, construction, management, sale and marketing of real estate projects;
- C. Noida Authority *vide* the following lease deeds granted to Logix Infradevelopers Private Limited, a company incorporated under the Companies Act, 1956 and bearing CIN U70200DL2011PTC215284 and having its registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi 110001 ("LIPL"), lease hold rights to over the certain parcels as mentioned hereinafter: (i) lease deed dated December 26, 2013 with respect to Plot No. SC-01/C admeasuring 2,04,728 sq. mtrs for a period of 90 (ninety) years commencing on December 26, 2013 and registered in the office of Sub-Registrar- II, Noida on December 27, 2013 and bearing Document No. 15071, in Book No. 1, Volume No. 5723 on Pages 371/392; (ii) lease deed dated March 28, 2014 with respect to Plot No. SC-01/C1 admeasuring 47080.1569 sq. mtrs for a period of 90 (ninety) years commencing from March



बंधक पत्र (बिना कब्जा)

600,000,000.00 20,000.00 200 20,200.00 84

बन्धक धनराशि

श्री IDBI Trusteeship Services Ltd द्वारा सूरज चन्देल
पुत्र श्री राम स्वरूप

व्यवसाय अन्य

निवासी स्थायी एशियन बिल्डिंग भूतल 17 आर कामिनी मार्ग बलार्ड इस्टेट मुम्बई
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 29/9/2016 समय 12:17PM^S
वजे निवन्धन हेतु पेश किया।

फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एस०-४० सिंह)

उप-निवन्धक द्वितीय

नोएडा

29/9/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
बंधकी बंधक कर्ता

श्री Abet Buildcon Pvt Ltd द्वारा प्रदीप चन्द्र
पांथरी
पुत्र श्री प्रयाग दत्त पांथरी
पेशा अन्य
निवासी 85 भूतल वर्ड ट्रेड सेन्टर बाराखम्बा लेन न्यू
दिल्ली



श्री IDBI Trusteeship Services Ltd द्वारा सूरज
चन्देल
पुत्र श्री राम स्वरूप
पेशा अन्य
निवासी एशियन बिल्डिंग भूतल 17 आर कामिनी मार्ग
बलार्ड इस्टेट मुम्बई



श्री Saha Infratech Pvt Ltd द्वारा अनिवार्य
साहा
पुत्र श्री अनील कुमार साहा
पेशा अन्य
निवासी एन 101बी मुंशी लाल बिल्डिंग कनॉट
सर्केस न्यू दिल्ली



28, 2014 and registered in the office of Sub-Registrar-II, Noida on March 29, 2014 and bearing Document No. 3257, Book No. 1, Volume No. 5936 on Pages 391-426; and (iii) lease deed dated March 28, 2014 with respect to Plot No. SC-01/C2 admeasuring 22,400.8431 sq. mtrs for a period of 90 (ninety) years commencing from March 28, 2014 and registered in the office of Sub-Registrar-II, Noida on March 29, 2014 and bearing Document No. 3258, Book No. 1, Volume No. 5937 on Pages 1-36. The total area of the land leased by Noida Authority to LIPL under the aforementioned lease deed is 2,75,309 sq. mts ("Logix Plot"). A foot print of the Logix Plot is provided in the Schedule I hereto;

D. LIPL *vide* sub-lease deed dated June 07, 2014, bearing document no. 5409, book no. 1, volume No. 6079 on pages 163-206 registered in the office of sub-registrar-II, Noida on June 07, 2014 (the "Abet Sub-Lease Deed") sub-leased a part of the Logix Plot comprising of a land parcel admeasuring 12,000 (twelve thousand) sq. mts. located at the plot bearing number **SC-01/C-A8, Sector 150, Noida** ("Abet Project Land") over which the AE Project shall be developed by the Company. A foot print of the Abet Project Land is provided in the Schedule II hereto;

E. Pursuant to the authority granted by the resolution passed by the Board of Directors of the Company in the meeting held on April 1, 2016 and the resolution passed by the Shareholders of the Company in the meeting held on April 26, 2016, the Company has raised funds by way of private placement of the Debentures (*as defined hereinafter*) aggregating up-to the Debenture Subscription Amount (*as defined hereinafter*), comprising of the Tranche 1 Debentures (*as defined hereinafter*) and the Tranche 2 Debentures (*as defined hereinafter*), in accordance with the Debt Regulations (*as defined hereinafter*). The Debentures have been listed on the Stock Exchange, on such terms and conditions as provided in the Transaction Documents (*as hereinafter defined*), in the Shelf Disclosure Document and the Debenture Trust Deed (*as defined hereinafter*);

F. One of the terms on which the Debenture Holders (*as hereinafter defined*) agreed to subscribe to the Debentures is that the redemption of the Debentures and the repayment of the Redemption Amounts by the Company and the performance of the obligations of the Company and Abet under the Transaction Documents (*as hereinafter defined*) ("Secured Obligations"), shall be secured, *inter alia*, through a first ranking and exclusive charge by way of simple mortgage on the AE Project, the Abet Project Land and all buildings, structures (existing or future) thereon, including on all the Approvals (*as defined hereinafter*) for the AE Project, pursuant to a registered deed of mortgage;

G. Abet has agreed, acknowledged and undertaken that Abet is assuming the obligations applicable to Abet hereunder including creating the Security in accordance with the terms of this Deed and compliance with the terms of the Transaction Documents as a part of the Debenture Subscription Amounts is *inter alia* being utilized by the Company for the AE Project. Accordingly, Abet shall be benefitting from obtaining the aforementioned financing facilities from the Debenture Holders and has agreed to undertake its obligations under this Deed and under the Transaction Documents and create the Security required by the Debenture Holders;

H. Abet and the Company hereby represent and warrant to the Debenture Trustee that Abet, the Company and LIPL have not created any Encumbrances (*as defined hereinafter*) over the Abet Project Land and the Abet Project Land is free of any and all encumbrances and can be mortgaged by Abet in favour of the Debenture Trustee for securing the Secured Obligations;

I. Abet and the Company have complied with all legal requirements and have obtained all consent and approvals as may be required for creation of the Security Interest expressed to be created under this Deed in favour of the Debenture Trustee acting for and on behalf of the Debenture Holders; and

ने निष्पादन स्वीकार किया ।

जिनकी पहचान सन्ती चावला
एम0पी0चावला

पेशा अन्य

निवासी सी 443 से0 19 नोएडा

व दिनेश कुमार
सुनील कुमार

पेशा अन्य

निवासी 6/123 मोहल्ला लोधी राजपूत शाहदरा दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

6
Dinesh



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एस0 के0 सिंह)
उप-निबन्धक द्वितीय
नोएडा

29/9/2016



J. The Parties are now entering into this Deed to create a first ranking and exclusive charge by way of simple mortgage over the AE Project (to the extent AE Project is being constructed on Abet Project Land), the Abet Project Land and all buildings, structures (existing or future) thereon, including on all the Approvals for the AE Project, duly registered in favour of the Debenture Trustee, acting for and on behalf of the Debenture Holders, in accordance with the terms set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS AND COVENANTS CONTAINED IN THIS DEED AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), EACH OF THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

For all purposes of this Deed, and the Schedules hereto, capitalised terms not otherwise defined herein shall have the respective meanings assigned in the Transaction Documents. In this Deed, the capitalized terms listed below shall have the following meanings:

"AE Project" shall mean the group housing project to be developed and constructed on the AE Project Land by Abet and Elicit and having a FAR of 6,00,093 (six lakh ninety three) sq. ft. and saleable area of 8,05,920 (eight lakhs five thousand nine hundred twenty) sq. ft. and more particularly described in **Schedule III** hereto;

"AE Project Land" shall mean the land comprising of Abet Project Land and Elicit Project Land;

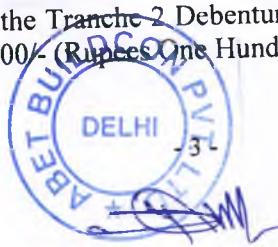
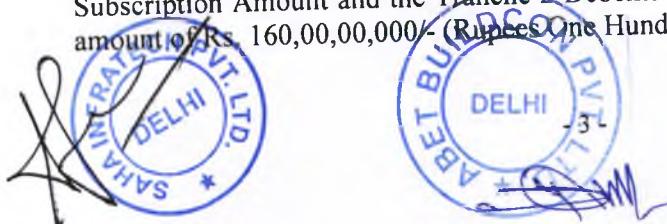
"Abet Project Land" shall have the meaning set forth in the Recitals;

"Approvals" shall mean any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained or to be obtained for the planning, designing, development and construction, completion and sale of the AE Project, including without limitation environmental clearances, change of land use, conversions, planning permissions, fire related approvals, commencement certificates, height clearances, building plan sanctions, no objection certificates and all other approvals and/ or permissions from any other statutory or Governmental Authority (*as defined hereinafter*), whether State or Central, required for the purposes of development, construction, occupation, completion and operation of the AE Project over the Abet Project Land;

"Debentures" shall collectively mean the Tranche 1 Debentures and the Tranche 2 Debentures, being senior, fully secured, rated, listed, rupee denominated, redeemable, transferable and interest bearing non-convertible cumulative debentures of the Company, each having a face value of Rs. 1,00,00,000/- (Rupees One Crore Only);

"Debenture Holders" shall mean anyone or several persons who provide or contribute the Debenture Subscription Amount to the Company till such time as they hold the Debentures; and, or, means one or several persons, who for the time being and from time to time, are the holders of the Debentures of the Company;

"Debenture Subscription Amount" shall mean the aggregate of the Tranche 1 Debenture Subscription Amount and the Tranche 2 Debenture Subscription Amount being a cumulative amount of Rs. 160,00,00,000/- (Rupees One Hundred Sixty Crores Only);



(vi) English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be in English; or if not in English, and if so required by the Debenture Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

24. Severability

The invalidity, illegality or unenforceability of any provision (in whole or part) of this Deed under any Applicable Laws shall not impair, invalidate or affect the remaining provisions (including in case of partial invalidity, the valid part of the affected provision) of this Deed.

25. Indemnity

The Debenture Trustee, Debenture Holders and each of their respective affiliates, and every Receiver, attorney, directors, employees, manager, advisors, agent or other Person appointed by them (each an "**Indemnified Party**") shall be entitled to be indemnified by the Company and Abet in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof.

26. Inconsistency

In the event of any inconsistency between the provisions contained in the DTD, the other Transaction Documents and this Deed, the provisions contained in the DTD, and the other Transaction Documents, as the case may be, shall prevail to the extent of such inconsistency.

27. Governing Law

This Deed shall be governed by and construed in accordance with Indian law.

28. Jurisdiction

The Parties hereby agree that the relevant/applicable court of law having the jurisdiction shall be competent to settle any disputes which may arise out of or in connection with this Deed.

[Signature Page Follows.]





SCHEDULE III
DESCRIPTION OF THE AE PROJECT

Residential Group Housing Project at SC 01/C-A7 and SC 01/C-A8, Sector-150, Noida, U.P. comprising in 8 (eight) towers and 8 (eight) row houses with following construction details:

Land Area: 6.18 acres
 FSI: 6,00,093 sq ft.
 Total Saleable Area: 8,05,920 sq ft.
 Total Construction Area: 8,62,419 sq ft.

The Project has a following Flat Mix:

Type of Apartment	Tower	Super Area/flat (in sq. ft.)	No. of Units	Total Super Area (in sq. ft.)
Row Houses- "Duplex"		4,500	8	36,000
3BHK 3Toilets+SQ	B,C,F & G	1,825	192	3,50,400
3BHK 3Toilets	A,D,E & H	1,550	96	1,48,800
3BHK 2Toilets	A,D,E & H	1,425	96	1,36,800
3BHK 2Toilets	A,D,E & H	1,395	96	1,33,920
Total			488	8,05,920

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SCHEDULE IV

DESCRIPTION OF THE ELICIT PROJECT LAND

Plot no. SC 01/C-A7, Sector-150, Noida Adjoining, admeasuring 13,000 sq mtrs and is surrounded as follows:

1. In the North by: Plot No. SC-01/C-A1;
2. In the South by: Plot No. SC-01/C-A8;
3. In the East by: 30 meter wide road; and
4. In the West by: Plot No. SC-01/C,A2, A4,A6,A11 & A12.

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SCHEDULE -V

**New Okhla Industrial Development Authority
Main Administrative Building, Sector-VI, NOIDA
Gautam Budh Nagar – 201301**

No. Noida/Commercial/2016/.....
Dated: 09 / 08 /2016

**M/s Abet Buildcon Pvt. Ltd.
85, Ground Floor, World Trade Centre,
Barakhamba Lane, New Delhi – 110 001**

Sub: Mortgage permission in respect of Sports City Plot No. SC-01/C-A8 (12,000 Sqm.) Sector-150, NOIDA.

Dear Sir,

Please refer to letter dated 9th August, 2016 regarding grant of mortgage permission in respect of Sport City Plot No.- SC-01/C-A8 (12,000 Sqm.), Sector-150, NOIDA for raising construction/ development of the project in favour of M/s IDBI Trusteeship Services Limited (Trustee of Kautilya Finance B.V. Neitherland) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001. In this connection it is to inform you that New Okhla Industrial Development is pleased to permit you the mortgage of the above said property situated in Noida Complex for raising construction/ development of the project in favour M/s IDBI Trusteeship Services Limited (Trustee of Kautilya Finance B.V. Neitherland) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, subject to following conditions:-

1. The first charge of property will be of NOIDA in respect of the recovery of dues of the property such as lease rent, taxes rate any other charges and interest thereon.
2. In the event of foreclosure of the mortgage or charged property the lessor (New Okhla Industrial Development Authority) shall be entitled to claim and recover lease rent, taxes rate any other charge and interest thereon applicable from time to time and also such percentage of the unearned increase in the value of the plot as the authority may decided from time to time and the amount of Lessor's share of the said unearned increase shall also have first charge on the above said mortgage or charge. The decision of the Lessor in respect of the market value of the commercial plot shall be final and binding on all the parties concerned provided that Lessor shall have the pre-emptive right to purchase the mortgage or charge mentioned above after deducting the Lessor's share in the unearned increase aforesaid.
3. Please note that the mortgage permission is subject to the conditions of lease deed/ sub lease deed may be utilized within one year from the date of issue of this letter.

Yours faithfully,

Assistant General Manager (Commercial)

Copy to:

M/s IDBI Trusteeship Services Limited (Trustee of Kautilya Finance B.V. Neitherland) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001

2. M/s Logix Infradevelopers Pvt. Ltd., 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi – 110 001

Assistant General Manager (Commercial)

ए. पी. सिंह
सहायक महाप्रबंधक
नौएडा





SCHEDULE VI

MORTGAGED PROPERTY

Plot no. SC 01/C-A8, Sector-150, Noida Adjoining, admeasuring 12,000 sq. mtrs. and is surrounded as follows:

1. In the North by: Plot No. SC-01/C-A7,
2. In the South by: Plot No. SC-01/C-A3
3. In the East by : 30 meter wide road and
4. In the West by : Plot No. SC-01/C, A2, A4, A6, A11 & A12

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

ABET BUILDCON PRIVATE LIMITED
(as Abet)

By:

ABET Buildcon Pvt. Ltd.



Director/ Auth. Signatory

Name:

Title:

SAHA INFRATECH PRIVATE LIMITED
(as the Company)

for SAHA INFRATECH PVT. LTD.

By:

Name:

Director/ Auth. Signatory

Title:

SIGNED AND DELIVERED by **IDBI**
TRUSTEESHIP **SERVICES**
LIMITED, as the Debenture Trustee by
the hand of its authorized official.

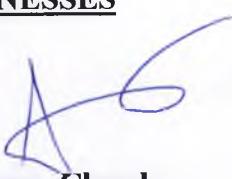
Name: *Suraj Chandel*

Title: *Manager*

For IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

WITNESSES



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



2. **Deepak Chawla**
S/o Sh. M.P. Chawla
R/o C-443, Sector 19, Noida
Voter id No. ZYH2754810



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



आज दिनांक 29/09/2016 को

वही सं. 1 जिल्द सं. 8233

पृष्ठ सं. 283 से 366 पर क्रमांक 9643

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एस० कै० सिंह)

उप-निबन्धक द्वितीय

नोएडा

29/9/2016

