

भाग 1

| प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला |

उपनिबन्धक सदर क्रम सं० 52939

गौतमबुद्धनगर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 16-Oct-2017

प्रस्तुतकर्ता या प्रार्थी का नाम ईसीएल फाईनेन्स लि०द्वारा अभिजीत वर्मा

लेख का प्रकार बंधक पत्र (बिना कब्जा)

प्रतिफल की धनराशि 1,100,000/- 0.00

1. रजिस्ट्रीकरण शुल्क 20,000.00
2. प्रतिलिपिकरण शुल्क 340
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 20,340.00

शुल्क वसूल करने का दिनांक 16-Oct-2017

दिनांक जय लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 16-Oct-2017

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

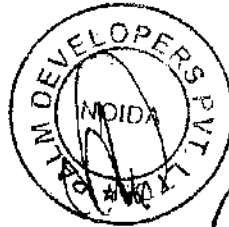


उत्तर प्रदेश UTTAR PRADESH

Z 082037

This U. P. Non-Judicial Stamp paper is attached with and integral part of Mortgage Deed (Without Possession) in respect of Plot No. GH-05, Sector-1, Greater Noida (U.P.)

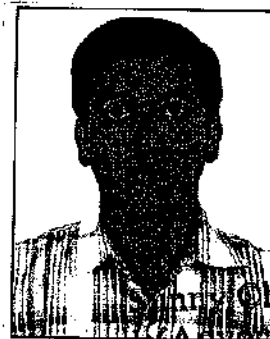
*Handwritten signature*



Gautam Budh Nagar  
UP F 08492 / 13



Gautam Budh Nagar  
UP F 08492 / 13



Gautam Budh Nagar  
UP F 08492 / 13



Gautam Budh Nagar  
UP F 08492 / 13

16 OCT 2017 16 OCT 2017

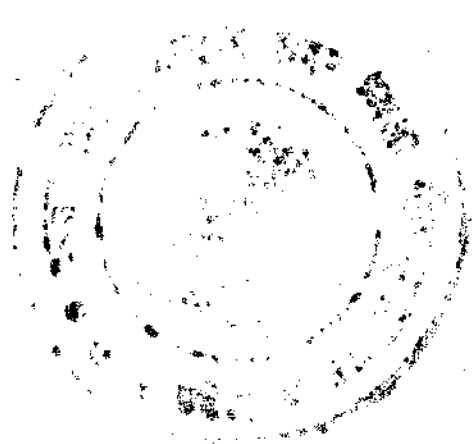
क्रम सं० 178 स्टाम्प विक्रय की तिथि.....  
स्टाम्प क्रय करने का प्रयोजन.....  
स्टाम्प क्रेता का नाम व पूरा पता.....  
स्टाम्प की धनराशि.....

पुनः प्रयोजन  
[Handwritten signature]

अरविन्द कुमार स्टाम्प विक्रेता

ला० न० 91 ला० की अवधि 31-03-2018

उप-निबन्धक कार्यालय परिसर नोएडा



**INDENTURE OF MORTGAGE  
(WITHOUT POSSESSION)**

THIS INDENTURE of Mortgage ("Indenture") is made at NOIDA on this 16<sup>th</sup> day of October, 2017 by:

1) **PALM DEVELOPERS PRIVATE LIMITED** (CIN No.: U45300DL2013PTC256843), a company registered under the Companies Act, 1956, and validly existing under the Companies Act, 2013, having its Registered Office at 304, Sita Ram Mansion, 718/21, Joshi Road, Karol Bagh, New Delhi - 110005 (hereinafter called the "Mortgagor", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors in title and permitted assigns);

**TO AND IN FAVOUR OF**

2) **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 Mortgagor is, inter alia, engaged in development, construction and completion of various real estate residential and commercial projects in the Greater NOIDA region, in the State of Uttar Pradesh. Vide lease deed executed by Greater NOIDA Industrial Development Authority ("GNIDA") in favour of Mortgagor dated March 4, 2014, registered with the SRO having jurisdiction on March 5, 2014 at book number 1, volume number 16013 at page numbers 297 to 330 bearing registration number 17066 ("Lease Deed"), the Mortgagor has



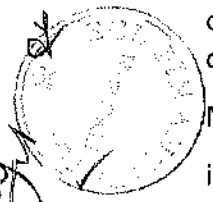
acquired valid and subsisting leasehold rights in respect of all that pieces and parcels of land bearing Sports City Plot no. GH-05, Adjoining Tech Zone, Greater NOIDA West, District Gautam Budh Nagar, Uttar Pradesh admeasuring 10,000 square metres ("Project Land - Encore") for a period of 90 (ninety) years from the date of execution of the Lease Deed.

B. A group housing project named 'Encore' being residential premises with a FAR of 3.5x, total saleable area of 5,02,310 square feet, developed on the Sports City plot no GH-05, admeasuring 10,000 square meters in Sector-1, Greater NOIDA, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "Project Encore") as well as Project Land – Encore is 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–Encore is annexed hereto as Annexure-1.

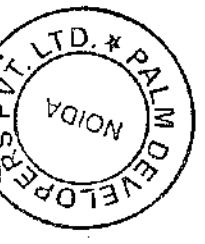
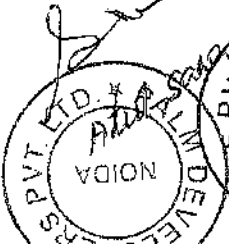
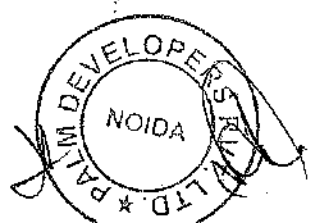
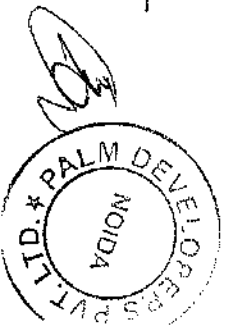
C. At the request of Saha Infratech Private Limited, (CIN No: U45200DL2012PTC238062), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at N-101B, Munshi Lal Building, Connaught Circus, New Delhi - 110001, in the National Capital Territory of Delhi ("Borrower"),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

D. 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 Mortgagor on the Mortgaged Properties (*term defined hereinafter*) in favour of the Mortgagee.

E. The Mortgagor has complied with all requirements and has obtained all such authorizations, as may be required for creation of the security interest expressed



Atul Saha



बंधक पत्र (बिना कब्जा)

100,000,000.00

20,000.00

340

20,340.00

158

बन्धक धनराशि

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

ईसीएल फाईनेन्स लि0द्वारा अभिजीत वर्मा

पुत्र श्री

पी0एस0वर्मा

व्यवसाय नौकरी

निवासी म्थार्या

सीएसटी रोड कलीना मुम्बई

आथार्या पता

सीएसटी रोड कलीना मुम्बई

ने यह लेखपत्र इस कार्यालय में

दिनांक

16/10/2017

समय

4:58PM

बजे नियन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(.वो सो रहे)

उपनिबन्धक सदर

गौतमबुद्धनगर

16/10/2017

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

बंधकी

बंधक कर्ता

पाम डवलपर्स प्रा0लि0द्वारा अनिल कुमार साह

पुत्र श्री ए0के0साह

पेशा

निवासी 304 सीताराम मेनशन 718/21 जोशी रोड  
करोल बाग नई दिल्ली-05



ईसीएल फाईनेन्स लि0द्वारा अभिजीत वर्मा

पुत्र श्री पी0एस0वर्मा

पेशा नौकरी

निवासी सीएसटी रोड कलीना मुम्बई



पाम डवलपर्स प्रा0लि0द्वारा नीता साह

पत्नी श्री अनिल कुमार साह

पेशा

निवासी 304 सीताराम मेनशन 718/21 जोशी रोड  
करोल बाग नई दिल्ली-05



पाम डवलपर्स प्रा0लि0द्वारा अतुल साह

पुत्र श्री अनिल साह

पेशा

निवासी 304 सीताराम मेनशन 718/21 जोशी रोड  
करोल बाग नई दिल्ली-05



Atul Saha

to be created herein in favour of the Mortgagee for securing the Obligations (term defined hereinafter).

- F. GNIDA, vide its letter bearing No. GNIDA/Commercial/2017/558 dated 23<sup>rd</sup> August 2017, as amended and/or modified by and read with letter from GNIDA bearing No. GNIDA/Commercial/2017/558 dated 23<sup>rd</sup> August, 2017, granted its permission to mortgage leasehold rights of Mortgagor pertaining Project Land-Encore and all construction put up thereon, in favour of Mortgagee ("NOC") for the purpose of securing due repayment and discharge of the Facility. The copy of NOC is annexed hereto as **Annexure-2**.
- G. Pursuant to the terms and conditions agreed to by the Borrower and the Mortgagor under the Facility Agreement, the Mortgagor is desirous of creating Security Interest (term defined hereinafter) over the Mortgaged Properties (term defined hereinafter) and other assets, in favour of the Mortgagee in accordance with the terms and conditions hereinafter contained.

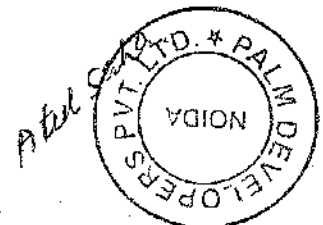
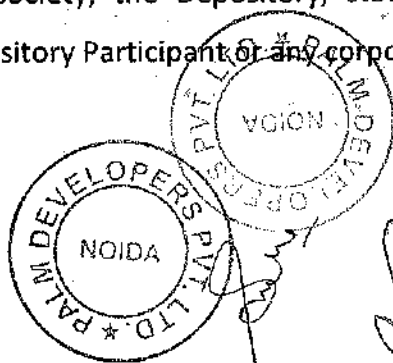
**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

**1. Definitions**

Unless otherwise defined, all capitalised terms shall have the meaning ascribed to it in the Facility Agreement. In this Indenture, the capitalised terms listed below shall have the following meanings: -

"Lease Deed" shall have the meaning ascribed to such term in Recital A hereinabove.

"Approvals" mean all approvals, permissions, authorizations, consents, license and notifications required for construction of the Project Encore and shall include building plan approval, building layout plan, environmental permission, height permission as may be applicable, whether from any Governmental Authority, GNIDA, any society, the Depository, stock exchanges, and/or the Borrower's/ Obligors' Depository Participant or any corporate authorizations as may be applicable.



Abul Saeed

Abul Saeed

में निष्पादन स्वीकार किया।

गिनकी पहचान सती चावला  
एम0पी0चावला

पेशा

निवासी सी-443 से0-19 नोएडा

व विजय कुमार  
धीर सिंह

पेशा

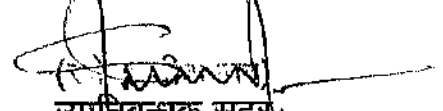
निवासी ग्राम गेसुपुर बुलन्दशहर

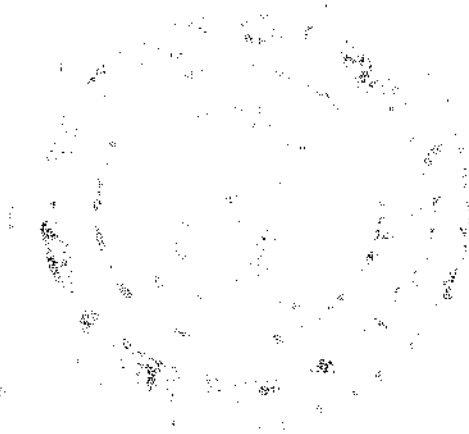
ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
उपनिबन्धक सदर,  
गौतमबुद्धनगर  
16/10/2017



**"Applicable Law"** means all applicable Indian statutes, enactments, acts of the state legislature or the Parliament, and laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, judgments, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or a recognized stock exchange, as may be applicable.

**"Debenture Trustee"** shall mean IDBI Trusteeship Services Limited, in its capacity as debenture trustee for the benefit of holders of NCDs.

**"Escrow Account(s)"** means no lien specific purpose bank account(s) opened/ to be opened by the Mortgagor(s) in its name with a bank acceptable to the Lender in which all the Receivables from the Project Encore and/or the Mortgaged Properties shall be deposited.

**"Event of Default"** means an event of default as set forth in the Facility Agreement.

**"Final Settlement Date"** means the date on which all amounts payable by the Borrower and Mortgagor under the Facility Agreement and all obligations of the Mortgagor under the Facility Agreement and Security Documents have been irrevocably and unconditionally discharged in full, to the satisfaction of the Mortgagee.

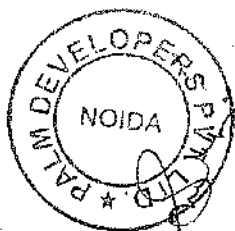
**"Indenture"** shall mean this Indenture of Mortgage, as may be amended from time to time.

**"Insurance Policies"** shall mean the insurance policies that have been obtained/to be obtained for the Project.

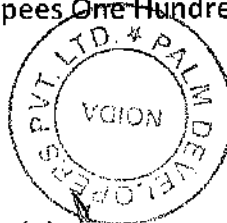
**"Lease Deed"** shall have the meaning ascribed to such term in Recital A hereinabove.

**"Mortgaged Properties"** shall mean the First Mortgaged Properties, the Second Mortgaged Properties, the Third Mortgaged Properties and the Fourth Mortgaged Properties.

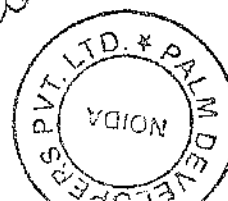
**"NCDs"** shall mean listed, non-convertible debentures for an amount in the aggregate not exceeding Rs. 110 Crores (Rupees One Hundred and Ten Crores) issued by Borrower.



*[Handwritten signature]*

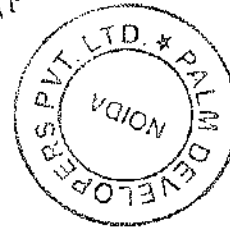
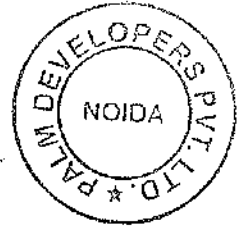
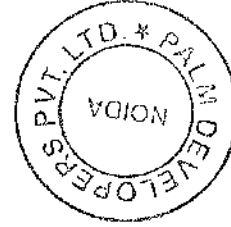


*Abul Sala*





S. No.	Tower	Unit No	Floor	Saleable Area	Booking Date	Total Sales Value (in Rupees)	Amount Received (in Rupees)	Balance to be Received (in Rupees)
132	A	A104	1	1,350	30-Mar-17	40,50,000	23,92,344	16,57,656
133	D	D601	6	1,450	22-Mar-17	64,13,750	6,41,599	57,72,151
134	D	D606	6	1,550	1-Apr-17	69,13,750	55,10,000	14,03,750
135	D	D506	5	1,550	19-Apr-17	65,21,250	6,48,638	58,72,613
136	C	C403	4	1,795	27-Apr-17	56,09,375	2,86,500	53,22,875
137	C	C1004	10	1,795	13-May-17	95,13,985	9,06,765	86,07,220
138	C	C704	7	1,795	29-May-17	58,00,000	51,84,306	6,15,694
139	C	C303	3	1,795	2-Jun-17	77,18,500	23,92,345	53,26,156
140	C	C603	6	1,795	2-Jun-17	72,96,675	58,01,627	14,95,048
141	C	C802	8	1,795	28-Jun-17	71,99,745	14,35,407	57,64,338
<b>Total</b>						<b>96,73,21,900</b>	<b>41,25,28,799</b>	<b>55,47,93,101</b>



*[Handwritten signature]*

*[Handwritten signature]*

*Atul Saha*

Annexure-1

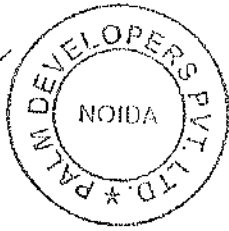
(Copy of Approved Layout Plan of Project Land-Encore)



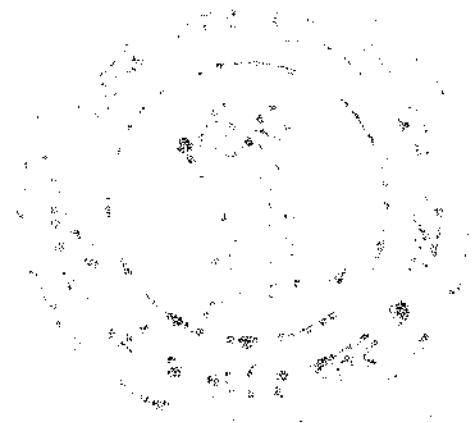
Annexure-2

(NOC of GNIDA for Mortgage of the Project Land-Encore)

61

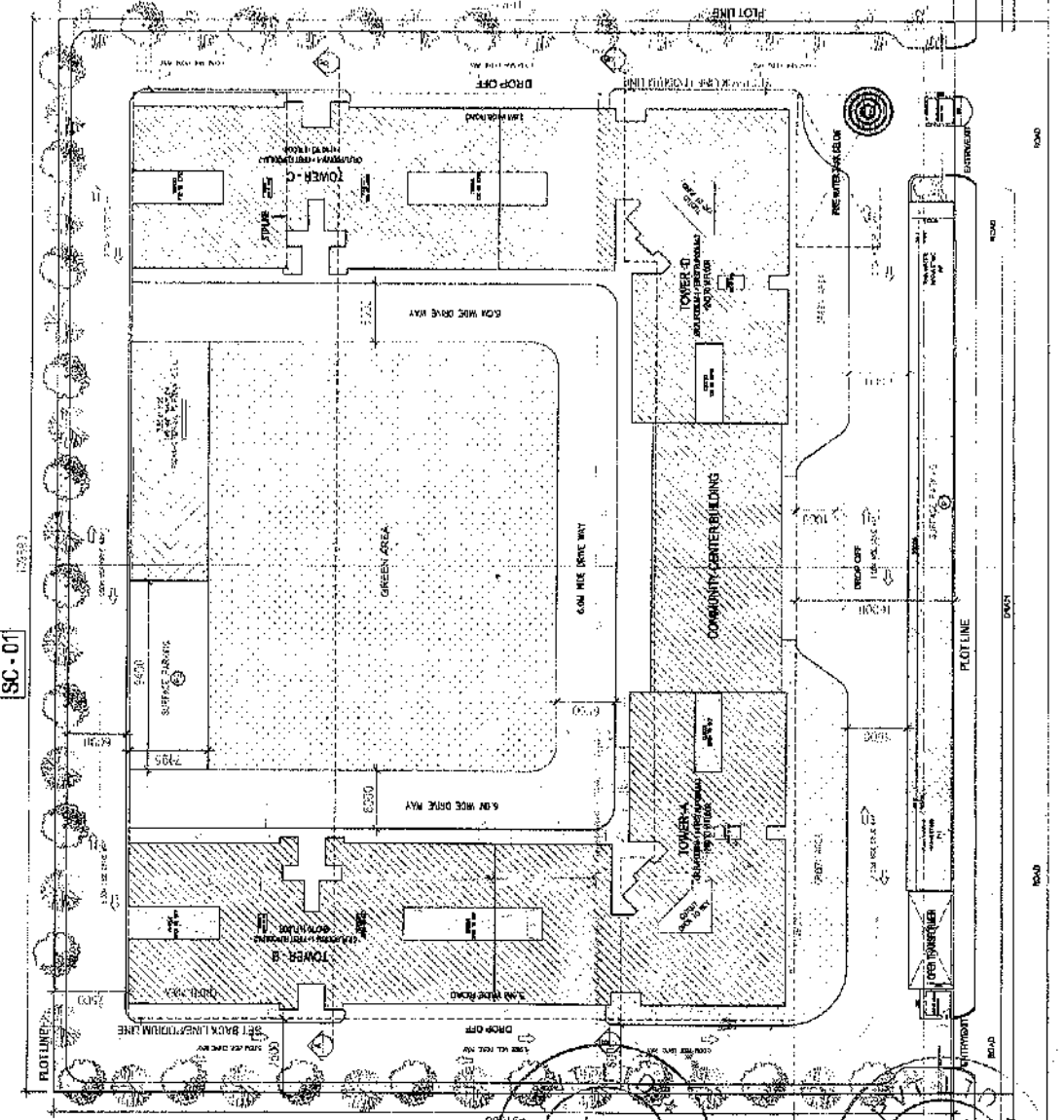
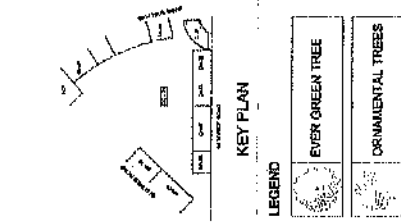


Atul Saha,



APPROVED  
 10/10/14  
 10/10/14

AREA	REMARKS
1. APPROVED	1. APPROVED
2. APPROVED	2. APPROVED
3. APPROVED	3. APPROVED
4. APPROVED	4. APPROVED
5. APPROVED	5. APPROVED
6. APPROVED	6. APPROVED
7. APPROVED	7. APPROVED
8. APPROVED	8. APPROVED
9. APPROVED	9. APPROVED
10. APPROVED	10. APPROVED
11. APPROVED	11. APPROVED
12. APPROVED	12. APPROVED
13. APPROVED	13. APPROVED
14. APPROVED	14. APPROVED
15. APPROVED	15. APPROVED
16. APPROVED	16. APPROVED
17. APPROVED	17. APPROVED
18. APPROVED	18. APPROVED
19. APPROVED	19. APPROVED
20. APPROVED	20. APPROVED
21. APPROVED	21. APPROVED
22. APPROVED	22. APPROVED
23. APPROVED	23. APPROVED
24. APPROVED	24. APPROVED
25. APPROVED	25. APPROVED
26. APPROVED	26. APPROVED
27. APPROVED	27. APPROVED
28. APPROVED	28. APPROVED
29. APPROVED	29. APPROVED
30. APPROVED	30. APPROVED
31. APPROVED	31. APPROVED
32. APPROVED	32. APPROVED
33. APPROVED	33. APPROVED
34. APPROVED	34. APPROVED
35. APPROVED	35. APPROVED
36. APPROVED	36. APPROVED
37. APPROVED	37. APPROVED
38. APPROVED	38. APPROVED
39. APPROVED	39. APPROVED
40. APPROVED	40. APPROVED
41. APPROVED	41. APPROVED
42. APPROVED	42. APPROVED
43. APPROVED	43. APPROVED
44. APPROVED	44. APPROVED
45. APPROVED	45. APPROVED
46. APPROVED	46. APPROVED
47. APPROVED	47. APPROVED
48. APPROVED	48. APPROVED
49. APPROVED	49. APPROVED
50. APPROVED	50. APPROVED



SC-01

C-01

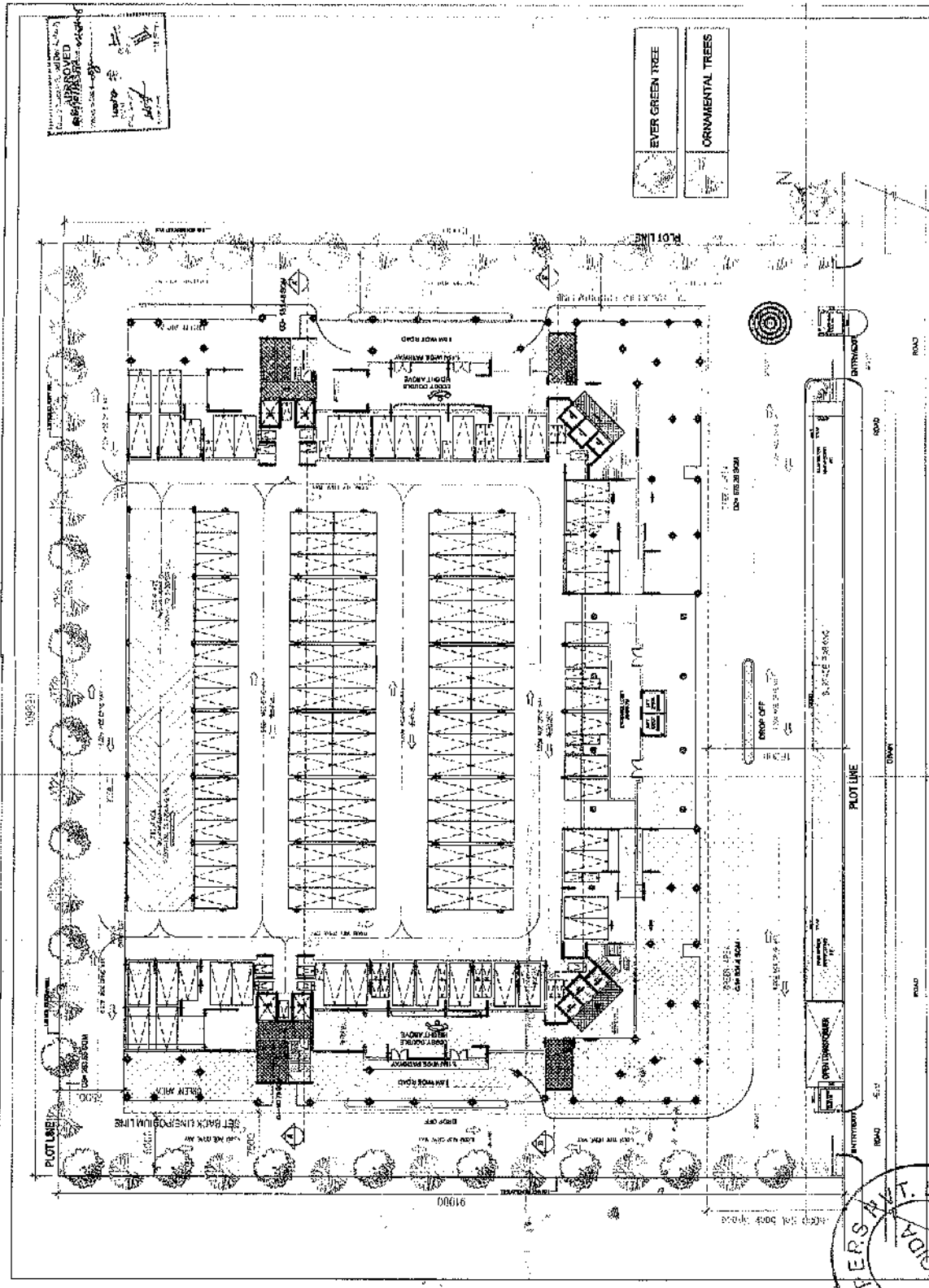
NOIDA  
 PALM DEVELOPERS PVT.LTD.

NOIDA  
 PALM DEVELOPERS PVT.LTD.

NOIDA  
 PALM DEVELOPERS PVT.LTD.

FINANCE  
 New Delhi  
 RAJUL Saha.

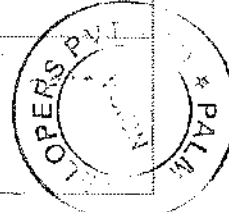
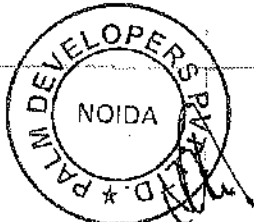
PROJECT	PROPOSED BUILDING FOR SPORT CITY AT SC-11G/06 SECTOR ADJOINING TECHZONE - IV GREATER NOIDA. FOR :- M/s PALM DEVELOPERS PVT.LTD.		
	TITLE	SUBMISSION DRAWING	
ARCHITECT'S SIGN	[Signature]		
	OWNER'S SIGN	[Signature]	
DATE	DEC - 14	DRN. BY	DINESH
DR. NO.	01	CHKD. BY	SANDEEP
CONSULTANT	R.N.Gupta & Associates Consulting Engineers, Architects & Valuers E-1, Sector-55, Noida Phones - (+120) 2582773 Fax - (+120) 4321558 email - info@rngcorp.com		



APPROVED  
 10/03/2011  
 10/03/2011

	EVER GREEN TREE
	ORNAMENTAL TREES

<b>PROJECT</b> PROPOSED BUILDING FOR SPORT CITY AT SC-14H-05 SECTOR ADJOINING TECHZONE - IV/GREATER NOIDA, FOR : M/s PALM DEVELOPERS PVT.LTD.		<b>TITLE</b> SUBMISSION DRAWING GROUND FLOOR /PODIUM - 1 PLAN	<b>ARCHITECT'S SIGN</b> 	<b>OWNER'S SIGN</b> 	<b>DATE</b> DEC - 14 <b>DR. NO.</b> 03	<b>DRN BY</b> DINESH <b>CHKD. BY</b> SANDEEP	<b>CONSULTANT</b> R.N. Gupta & Associates Consulting Engineers, Architects & Valuers E-11, Sector-55, Noida Phones - (+91) 2082773 Fax - (+91) 4321666 email - info@rngcorp.com
---	--	--	-----------------------------	-------------------------	---	---	---



Atul Salga

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**  
**Plot NO.-01 Sector -K.P. -04 , Greater Noida, Distt. G.B. Nagar, U.P.**

Letter No. GNIDA/ Commercial/201718 *58*

Dated. *23/08/* 2017

To, **M/s. Palm Developers Pvt. Ltd**  
In favor of M/s.ECL Finance Ltd.  
Unit No -10 & 12 Upper Gr. Floor Mercantile House  
15 K.G. Marg  
New Delhi -110001

Sub: **Permission to Mortgage GH-05/SC-01 Sector -Adjoining Techzone -04 Area**  
**10000 Sqm. Greater Noida(Gautam Budh Nagar)**

Sir,

The Authority has considered your request on the above noted subject. I am directed to say that under clause 16 of Lease Deed executed on **04-03-2014**.The Greater Noida Industrial Development Authority is pleased to permit you to mortgage **GH-05/SC-01 Sector -Adjoining Techzone - 04** or the purpose of raising loan in favour of M/s.ECL Finance Ltd. on the following terms:-

1. The first charge on the plot cited above will remain with **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY** (Lessor) in respect of recovery of all dues of Lessor including Premium, Lease Rent, Interest, Penal Interest, Penalty and Charges etc. as per clause 11 of the lease deed.
2. The mortgage permission is issued for the purpose of raising loan for utilization on the Project envisaged on **GH-05/SC-01 Sector -Adjoining Techzone -04** situated in Greater Noida Authority.
3. The project can be offered for the additional loan facility for the purpose of development of project on the above mentioned plot of land .
4. The lessee shall have to notify within 60 days of utilization of this mortgage permission to the lessor in writing about the extent of loan raised and utilized. Also lessee will inform the Authority (lessor) about the head wise utilization of loan so raised within six month of taking the loan.
5. In the event of the transfer or foreclosure of the mortgage property, the Authority shall be entitled to recover its dues, if any, as having first charge on the aforesaid property. The decision of the Authority regarding the dues shall be final and binding on all the parties as per clause 11 of lease deed.
6. The lessee is in default of Rs. 3,74,67,494/- against Premium and Rs. 759082/- against lease rent . this letter is mortgage is with condition that the financial intuition/allottee shall to pay directly to GNIDA the said default amount within 60 days from this permission .

*[Signature]*  
**NEW DELHI**  
**INDIA**

*Atul Saha*

**DEVELOPERS PVT. LTD.**  
**NOIDA**

**DEVELOPERS PVT. LTD.**  
**NOIDA**

**DEVELOPERS PVT. LTD.**  
**NOIDA**

7. In case of transfer, the lessor shall ensure that a clearance has been obtained from the Bank/Banks. In case of foreclosure a copy of the notice and/or cancellation will also have to be send to the Bank/Banks by the lessor.
8. Other terms & conditions of Lease Deed dated 04-03-2014 year from the date of issue of this letter.

Yours faithfully,

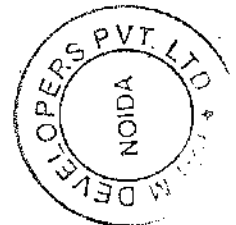
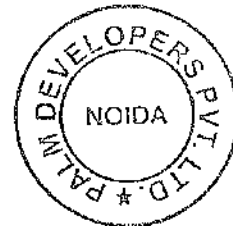
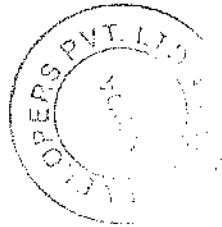
*[Signature]*  
23/8/17

Sr. Executive (Commercial)

Copy to:-

M/s.Plam Developers Pvt. Ltd.  
304 Sitaram Mansion  
718/21 Joshi Road Karol Bagh  
New delhi -110005

Sr. Executive (Commercial)

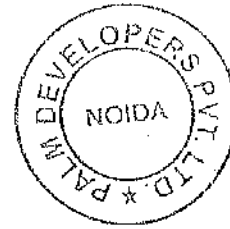


*[Signature]*  
Atul Sahr.

IN WITNESS WHEREOF the Common Seal of the Mortgagor has been hereunto affixed and the Mortgagee has caused these presents to be executed by its duly Authorised Officer(s) on the day and year first hereinabove written.



THE COMMON SEAL OF **PALM DEVELOPERS PRIVATE LIMITED**, the Mortgagor, has pursuant to the Resolution of its Board of Directors passed in that behalf on the 13th Day of June, 2017 hereunto been affixed in the presence of Mrs. Neeta Saha, Director; Mr. Atul Saha, Director; and Authorised Person Mr. Aniel Kumar Saha, who have signed these presents in token thereof.



*Atul Saha*

*Atul Saha*

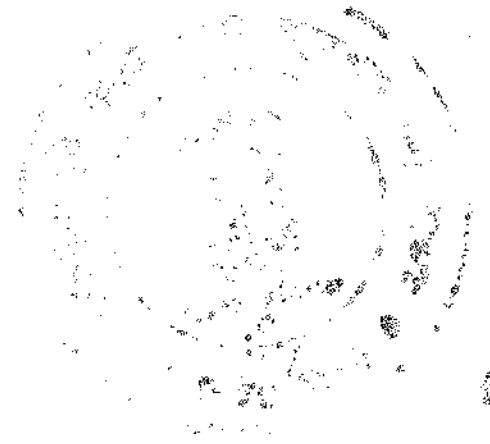
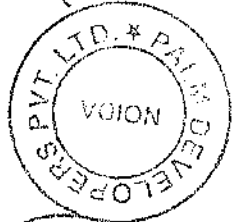
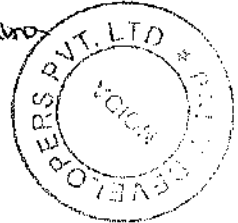
*Neeta Saha w/o Sh. Aniel Kumar Saha*  
*Atul Saha S/o Sh. Aniel Kumar Saha*  
In the presence of: *Aniel Kumar Saha* *Sh. A.K. Saha*



- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

WITNESS:

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



Signed and delivered by the within named )  
Mortgagee, ECL Finance Limited by the hand )  
of ARHISEET VERMA, its )  
authorized signatory in the presence of: )



1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

WITNESS II  
VIJAY KUMAR  
S/o SH. DHIR SINGH  
R/o village Gashpur,  
Bulandshahr (U.P.)

DRAFTED BY:  
Sunny Chawla  
(Advocate)  
Gautam Budh Nagar  
UPF 08492/13  
16/10/2017

आज दिनांक 16/10/2017 को

वाकली सं. 1 जिल्दा सं. 25520

पृष्ठ सं. 131 सेसे 288 परक्रम सं. 31664

रजिस्ट्रीकरण किया गया।

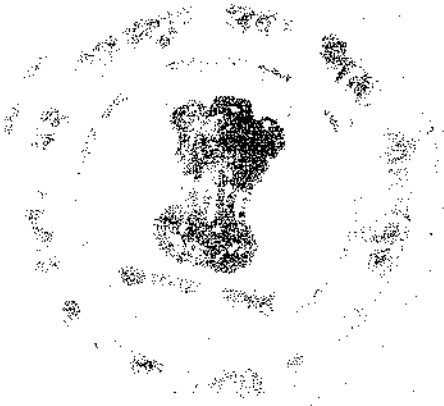
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(सी. के. सिंह, प्रभारी)

उपनिबंधक सदर

गौतमबुद्धनगर

16/10/2017



T 19514/16



सत्यमेव जयते

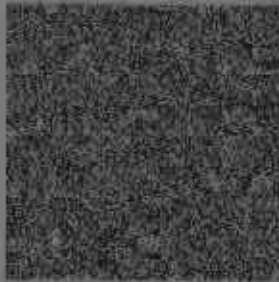
INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



CERTIFICATE LOCKED

Certificate No.	: IN-UP021506651481100
Certificate Issued Date	: 01-Jul-2016 04:28 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUPH-UPUPSHCIL01025667472636890
Purchased By	: PALM DEVELOPERS PVT LTD
Description of Document	: Article 40 Mortgage Deed
Property Description	: GH-05, SECTOR ADJOINING TECH ZONE IV, GREATER NOIDA
Consideration Price (Rs.)	: 100,00,00,000 (One Hundred Sixty Crore only)
First Party	: PALM DEVELOPERS PVT LTD
Second Party	: IDBI TRUSTEESHIP SERVICES LTD
Stamp Duty Paid By	: PALM 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 EXECUTED ON 02<sup>nd</sup> July, 2016.

*Atul, Saha*

*[Signature]*



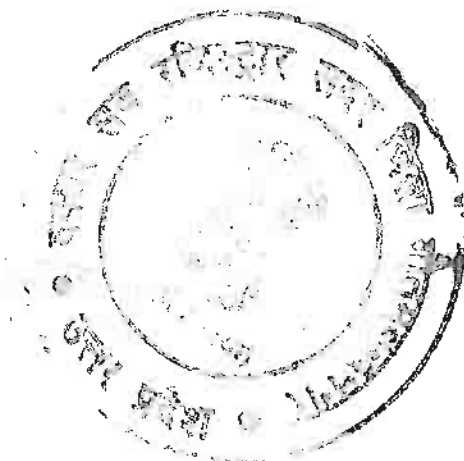
*[Signature]*

0001404299

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.e-stamp.com](http://www.e-stamp.com). Any discrepancy in the details on this Certificate and all available on the website renders it invalid.
2. The responsibility of checking the legitimacy lies on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SICIL



**MORTGAGE DEED (WITHOUT POSSESSION)**

**AMONGST**

**PALM DEVELOPERS PRIVATE LIMITED**

**AND**

**SAHA INFRA TECH PRIVATE LIMITED**

**IN FAVOUR OF:**

**IDBI TRUSTEESHIP SERVICES LIMITED**



*Ateel Saha*

THIS DEED OF MORTGAGE (this "Deed") is made at Gr. Noida on this 02<sup>nd</sup> day of JULY, 2016.

**BETWEEN**

**SAHA INFRA TECH PRIVATE LIMITED**, 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 (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), the Borrower, through Anil Kumar Saha S/o Sh. Anubha Kumar Saha R/o G-22, Sector-27 Noida  
**AND**

**PALM DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 bearing CIN U45300DL2013PTC256843 and having its registered office at 304, Sitaram Mansion, 718/ 21, Karol Bagh, New Delhi (hereinafter referred to as "**PDPL**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns); through ATUL SAHA S/o Sh. ANIL SAHA

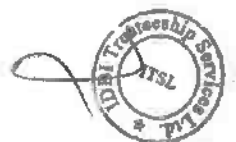
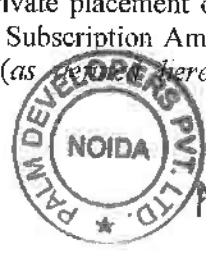
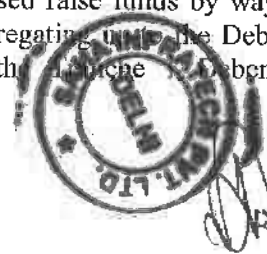
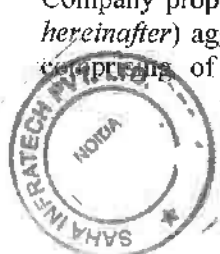
**IN FAVOUR OF:**

**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 (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. through Suraj Chandel S/o Sh. Rameshwaroop

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

**WHEREAS:**

- A. PDPL 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. The GNIDA *vide* a registered lease deed dated March 4, 2014 and bearing registration no. 17066, Book No. 1, Volume No. 16013, Pg. Nos. 297 to 330) ("**Lease Deed**"), granted leasehold rights to PDPL over an area admeasuring 2.47 (two point four seven) acres situated at Sports City plot no. GII-05, Sector 1, Greater Noida, Uttar Pradesh, for a period of 90 (ninety) years ("**Encore Project Land**") for the development of a group housing project having FAR 3,76,737 (three lakh seventy six thousand seven hundred thirty seven) sq. ft. and saleable area of 4,97,600 (four lakhs ninety seven thousand six hundred) sq. ft. ("**Encore Project**"). The foot print of the Encore Project Land is set forth at **Schedule-I** of this Deed.
- D. Pursuant to the authority granted by the resolutions of its Board passed at its meeting held on April 1, 2016 and the Shareholders passed at their meeting held on April 26, 2016, the Company proposed raise funds by way of private placement of the Debentures (as defined hereinafter) aggregating Rs. 100 Crores the Debenture Subscription Amount (as defined hereinafter), comprising of the Tranche 1 Debentures (as defined hereinafter) and the Tranche 2



*Anil Saha*

बंधक पत्र (विना कब्जा)

600,000,000.00

20,000.00

200

20,200.00

88

बंधक धनराशि

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

साहा इन्फ्राटेक प्रा0लि0द्वारा अनिल कुमार साहा

पुत्र श्री

अमूल्य कुमार साहा

व्यवसाय व्यापार

निवासी स्थायी

जी-22 सै0-27 नोएडा

अस्थायी पता

जी-22 सै0-27 नोएडा

ने यह लेखपत्र इस कार्यालय में

दिनांक

20/7/2016

समय

4:50PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

20/7/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

बंधकी

बंधक कर्ता

साहा इन्फ्राटेक प्रा0लि0द्वारा अनिल कुमार साहा

पुत्र श्री अमूल्य कुमार साहा

पेशा व्यापार

निवासी जी-22 सै0-27 नोएडा



आईडीबीआई ट्रस्टीशिप सर्विसिज लि0द्वारा सूरज

चंदेल

पुत्र श्री रामस्वरूप

पेशा

निवासी एशियन बिल्डिंग जीएफ 17 आर0कमानी मार्ग

बलाई एस्टेट मुम्बई



पाम डवलपर्स प्रा0लि0द्वारा अनुल साहा

पुत्र श्री अनिल साहा

पेशा

निवासी जी-22 सै0-27 नोएडा

Anul saha



Debentures (*as defined hereinafter*), in accordance with the Debt Regulations (*as defined hereinafter*). The Debentures are proposed to be listed on the Stock Exchange, on such terms and conditions as provided 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*) have 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 PDPL under the Transaction Documents (*as hereinafter defined*) ("**Secured Obligations**"), shall be secured, *inter alia*, through a first ranking and exclusive charge by way of a simple mortgage on the Encore Project, the Encore Project Land and all buildings, structures (existing or future) thereon, including on the Approvals (*as defined hereinafter*) for the Encore Project, pursuant to a registered deed of mortgage.
- F. PDPL has agreed, acknowledged and undertaken that PDPL is assuming the obligations applicable to PDPL hereunder including creating the Security in accordance with the terms of this Deed and compliance with the terms of the Transaction Documents as, *inter alia*, a part of the Debenture Subscription Amounts is being utilized by the Company for Encore Project. Accordingly, PDPL 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.
- G. The Company and PDPL hereby represent and warrant to the Debenture Trustee that the Company and PDPL have not created any Encumbrances (*as defined hereinafter*) over the Encore Project Land and the Encore Project Land is free of any and all encumbrances and can be mortgaged by PDPL in favour of the Debenture Trustee for securing the Secured Obligations.
- H. The Company and PDPL 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.
- I. The Parties are now entering into this Deed to create a first ranking and exclusive charge by way of simple mortgage over the Encore Project, the Encore Project Land and all buildings, structures (existing or future) thereon, including on the Approvals for the Encore 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:

"Abct" shall mean Abcon Private Limited, a company incorporated under the Act,



Atul Saha.

ने निष्पादन स्वीकार किया ।

जिनकी पहचान एम0पी0चावला  
भगत सिंह

पेशा

निवासी सी-443 सै0-19 नोएडा

व

सत्री चावला  
एम0पी0चावला

पेशा

निवासी सी-443 सै0-19 नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)  
उपनिबन्धक सदर  
गौतमबुद्धनगर  
20/7/2016



bearing CIN U70109DL2013PTC261584 and having its registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi 110001;

"**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 Encore 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 Encore Project over the Encore Project Land;

"**Debentures**" shall collectively mean the Tranche 1 Debentures and the Tranche 2 Debentures, being senior, fully secured, rated, listed, rupee denominated, redeemable, transferrable 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);

"**Debenture Trust Deed**" or "**DTD**" means the debenture trust deed executed amongst the Company, the Promoters, PDPL, KIPL (*as defined hereinafter*), GVPL (*as defined hereinafter*) and the Debenture Trustee in relation to the terms and conditions of the appointment of the Debenture Trustee and the terms and conditions for the issuance and allotment of the Debentures;

"**Elicit**" shall mean Elicit Realtech Private Limited, a company incorporated under the Act, bearing CIN U70102DL2014PTC263828 and having its registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi 110001;

"**Encore Project**" shall have the meaning set forth in the Recitals;

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

"**Event of Default**" shall have the meaning assigned to such term in the DTD;

"**FAR**" means floor area ratio;

"**GNDA**" shall mean the Greater Noida Industrial Development Authority;

"**GVPL**" shall mean Greenspace-Agro Ventures Private Limited, a company incorporated under the Companies Act, 1956 bearing CIN U01119DL2003PTC120757 and having its registered office at 208, Living Style Mall, Jasola, New Delhi 110 025;

"**KIPL**" shall mean Kool Interiors Private Limited, a company incorporated under the Companies Act, 1956 bearing CIN U51909DL2011PTC216009 and having its registered office at N 101/B, Mansihal Building, Connaught Circus, New Delhi 110 001;



बंधकी

Registration No.: 19514

Year : 2,016

Book No. : 1

0101 साहा इन्फ्राटेक प्रा0लि0द्वारा अनिल कुमार साहा

अमूल्य कुमार साहा  
जी-22 से0-27 नोएडा  
व्यापार



0102 पाम डबलपर्स प्रा0लि0द्वारा अतुल साहा

अनिल साहा  
जी-22 से0-27 नोएडा

*Atul saha.*



"**Mortgaged Property**" shall collectively mean the Encore Project along with the underlying Encore Project Land, and all buildings, structures, constructions of every kind and description (existing or future) together with all the privileges, easements and appurtenances whatsoever to the Encore Project Land and all the Approvals for the Encore Project as more particularly described at Schedule III hereto;

"**Person**" shall mean and include any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), limited liability partnership, sole proprietorship, trust, firm, union, unincorporated association, joint venture, joint stock company, Hindu undivided family, estate, court, tribunal, agency, Government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation whether or not required to be incorporated or registered under Law or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law;

"**Promoters**" shall mean Mr. Aniel Kumar Saha, Mrs. Neeta Saha, Mr. Anirban Saha, Mr. Ashok Kumar Sirohi and Mrs. Manju Sirohi;

"**Receiver**" shall have the meaning assigned to such term in Section 14;

"**Redemption Amounts**" shall have meaning set forth in the DTD;

"**Rs.**" or "**Rupees**" shall mean the lawful currency of the Republic of India;

"**Security**" shall have the meaning assigned to such term in the DTD;

"**Security Interest**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing;

"**Secured Obligations**" shall mean the performance of the terms and conditions of the Transaction Documents by the Company, PDPL, KIPL, GVPL, Abet, Elicit and the Promoters, including the redemption of the Debentures, the repayment of the Redemption Amounts, costs and expenses in relation to the creation, preservation and enforcement of the Security and other monies whatsoever due and payable by the Company in respect of the Debentures;

"**Tranche 1 Debentures**" shall mean 110 (one hundred ten) Debentures issued and allotted by the Company against the Tranche 1 Debenture Subscription Amount;

"**Tranche 1 Debenture Subscription Amount**" shall mean an amount of Rs.110,00,00,000 (Rupees One Hundred Ten Crores Only);

"**Tranche 2 Debentures**" shall mean 50 (fifty) Debentures to be issued and allotted by the Company against the Tranche 2 Debenture Subscription Amount;

"**Tranche 2 Debenture Subscription Amount**" shall mean an amount of up to Rs. 50,00,00,000 (Rupees Fifty Crores Only); and

"**Transaction Documents**" shall have the meaning assigned to such term in the DTD.



*Ateul saha*



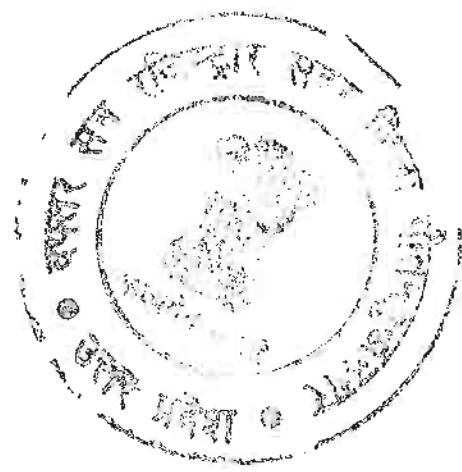
SCHEDULE II


**GNIDA CONSENT**

*(Attached Separately)*



*Atul Saha.*



  
**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY,  
 169 CHITVAN ESTATE, SECTOR GAMMA, GREATER NOIDA CITY,  
 GREATER NOIDA, DISTT G. B. NAGAR.**

NO: GNIDA/Comm.J2015/3315

Date-05/11/2015

To  
 Palm Developers Pvt. Ltd  
 304 Sitaram Mansion 718/21  
 Jhansi Road Karol Bagh  
 New Delhi - 11005

**Sub:- Permission To Mortgage on Plot No. Gh-05/SC-01 Sector Gr. Noida**

Sir,

In refrence of your letter dated 05.10.2015 on the above noted subject I am directed to say that Greater Noida Industrial Development Authority is pleased to permit you to Permission To Mortgage on Plot No. Gh-05/SC -01 Greater Noida Area 10000 . Land leased by Greater Noida Industrial Development Authority in Sector-Gamma-II, in Greater Noida Industrial Development Authority area purpose of Raising loan . in favour of IDBI Trusteeship services limited Asian Building Ground Floor 17 R.Kamani Marg Ballard Estate Mumbai Maharashtra -400001 subject to the condition that in the mortgage the following clause will be included.

1. The first charge on the plot cited above will remain with **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY** (Lessor) in respect of recovery of all dues of Lessor including Premium, Lease Rent, Interest, Penal Interest, Penalty and Charges etc. as per clause of the lease deed.
2. The mortgage permission is issued only for the purpose of raising loan for utilization on the Project envisaged on Plot No. Gh-05/SC-01, situated in Greater Noida Authority.
3. This property can not be offered as collateral security except for the project to be setup on the above mentioned plot of land.
4. The lessee shall have to notify within 60 days of utilization of this mortgage permission to the lessor in writing about the extent of loan raised and utilized. Also lessee will inform the Authority (lessor) about the head wise utilization of loan so raised within six month of taking the loan.
5. In the event of the transfer or foreclosure of the mortgage property, the Authority shall be entitled to recover its dues, if any, as having first charge on the aforesaid property. The decision of the Authority regarding the dues shall be final and binding on all the parties as of lease deed.
6. In case of transfer, the lessor shall ensure that a clearance has been obtained from the Bank/Banks. In case of foreclosure a copy of the notice and/or cancellation will also have to be send to the Bank/Banks by the lessor.

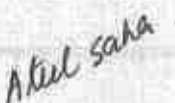
Yours faithfully,

  
 Manager (Commercial)

Copy To -

IDBI Trusteeship services limited  
 Asian Building Ground Floor 17 R.Kamani Marg  
 Ballard Estate Mumbai Maharashtra -400001



  
 Atul Saha



**SCHEDULE III**

**MORTGAGED PROPERTY**

*(A map of the Encore Project Land is attached separately)*

Plot no. GH -05, Adjoining Tech Zone, Greater Noida West, admeasuring 2.47 acres and is surrounded as follows:

1. In the North by: Commercial plot no. C-01,
2. In the South by: Residential Group Housing Plot no. GH-06,
3. In the East by : 60 Mtrs wide road and
4. In the West by: Common Area for the Sports facilities on plot no. SC-01, near Techzone IV, Greater Noida West.



*Atul sara*



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:**

**SAHA INFRA TECH PRIVATE LIMITED**  
(as the Company)

By: ..... *[Signature]* Director/Auth. Signatory

Name: **ANIL KUMAR SAHA**

Title: Authorized Signatory

**PALM DEVELOPERS PRIVATE LIMITED**  
(as PDPL)

For Palm Developers Pvt. Ltd.

By: ..... *Atul saha* .....

Name: ..... Director / Auth. Signatory.

*Atul saha*

Title: Authorized Signatory

**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 *Sunny Chawla*, its authorized signatory.

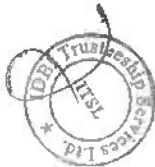
WITNESSES:

①

*MP*  
**M.P. CHAWLA**  
S/O. SH. BHAGAT SINGH  
R/o C-443 Sector-A  
NOIDA

②

**SUNNY CHAWLA**  
*Atul saha* S/O. SH. M.P. Chawla  
R/o C-443 Sector-A  
NOIDA



आज दिनांक 20/07/2016 को

बही सं. 1 जिल्द सं. 21146

पृष्ठ सं. 191 से 278 पर क्रमांक 19514

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

20/7/2016

