



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP03055227837709P
Certificate Issued Date : 03-Apr-2017 04:23 PM
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0103662184417004P
Purchased by : E HOMES INFRASTRUCTURE PVT LTD
Description of Document : Article 40 Mortgage Deed
Property Description : PLOT NO. 14, SECTOR-75, NOIDA, U.P.
Consideration Price (Rs.) : 201,00,00,000
(Two Hundred One Crore only)
First Party : E HOMES INFRASTRUCTURE PVT LTD
Second Party : IDBI TRUSTEESHIP SERVICES LIMITED
Stamp Duty Paid By : E HOMES INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.) : 5,00,000
(Five Lakh only)



Please write or type below this line

This stamp paper is affixed to:

Document: MORTGAGE DEED

Date: 6 APRIL 2017

By/Between: E HOMES INFRASTRUCTURE PRIVATE LTD,
ARJUN KUMAR SHARMA, JYOTIKKA KUMAR SHARMA
IDBI TRUSTEESHIP SERVICES LIMITED



UP 0000610242

Statutory Alert

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- The issue of checking the authenticity is on the owner of the certificate.
- In case of any discrepancy please consult the Competent Authority.

THIS DEED OF MORTGAGE (this "Deed") is made at Noida as of this 6th day of April, 2017.

BETWEEN

E-HOMES INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, bearing CIN U45303DL2008PTC173249 and having its registered office at Dasnac Annexe - I, ECE House, 28A Kasturba Gandhi Marg, 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);

represented by Mr. Arikant Kumar Jain authorised vide resolution dated 10/2/17

AND

MR. ARIHANT KUMAR JAIN, son of Mr. Jinendra Kumar Jain, having passport no. Z3147552, resident of 31, Shankar Vihar, New Delhi 110 092 (hereinafter referred to as "**AKJ**"); and **MR. JINENDRA KUMAR JAIN**, son of late Mr. A.K. Jain, having passport no. G7180542, resident of 31, Shankar Vihar, New Delhi 110 092 (hereinafter referred to as "**JKJ**");

JKJ and AKJ are hereinafter jointly referred to as the "**Promoters**" and individually as the "**Promoter**".

IN FAVOUR OF:

IDBI TRUSTEESHIP SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, bearing CIN U65991MH2001GO1131154 and having its registered office at Asian Building, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001 (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, substitutes and replacements) acting for and on behalf of the Debenture Holders.

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

WHEREAS:

- A. The Company is engaged in the business of development, construction, management, sale and marketing of real estate projects.
- B. The Noida Authority *vide* the Lease Deeds (*as defined hereinafter*) granted the lease hold rights over an area admeasuring 5,64,059.54 (five lakhs sixty four thousand fifty nine point five four) sq. mts. situated in Eco City, Sector 75, Noida, Uttar Pradesh, for a period of 90 (ninety) years ("**AIMS Plot**") to Aims Max Gardenia Developers Private Limited, a company incorporated under the Companies Act, 1956 and bearing CIN U70109DL2010PTC201695 and having its registered office at R-19, 3rd Floor, Near Shakarpur Laxmi Nagar, Vikas Marg Delhi ("**AIMS**") for the development and construction of the residential project. The foot print of the AIMS Plot is set forth at Schedule-I of this Deed.
- C. AIMS thereafter executed an agreement to sell dated June 3, 2011 (registered on October 12, 2011 bearing registration no. 9186) with the Company wherein AIMS had agreed to sell the land admeasuring 20,000 (twenty thousand) sq. mts., situated at Eco City, Plot No. GH-14, Sector 75, Noida, Uttar Pradesh, and forming a part of the AIMS Plot ("**Project Land**"), to the Company, subject to obtaining a permission to sub-lease from the Noida Authority. The Noida Authority, *vide* letter dated March 22, 2013 bearing reference no. Noida/GHP/GH-14(ECOCITY-SEC-75)/2013/872 granted AIMS the permission to sub-lease the Project Land to the Company. Accordingly, AIMS, the Company and the Noida Authority executed a sub-lease deed dated March 22, 2013 bearing registration no. Sl. No. 3681, Book No. 1, Jild No.



4900 at Pages No. 149 to 182, in the office of Sub-Registrar, Gautam Budh Nagar, wherein the Project Land was sub-leased to the Company for the purpose of development and construction of an integrated group housing project in the name of 'Jewel of Noida', having a total saleable area of 13,50,000 (thirteen lakh fifty thousand) sq. ft. The foot print and the details of the Project Land are set forth at Schedule-II of this Deed.

- D. The Company proposes, to raise an amount of Rs. 201,00,00,000/- (Rupees Two Hundred One Crores Only) by way of private placement of the Debentures (*as defined hereinafter*), comprising of one or more tranches of Debentures under the Debenture Trust Deed (*as defined hereinafter*) in terms of this Mortgage Deed. The Debentures are proposed to be listed in accordance with the Debt Regulations (*as defined hereinafter*). Pursuant to the authority granted by the resolutions passed by the Board of Directors of the Company in the meeting held on 1 February 2017 and the resolution passed by the shareholders of the Company in the meeting held on 6 February 2017, the Company has already raised funds aggregating to an amount of Rs. 123,00,00,000/- (Rupees One Hundred and Twenty Three Crores Only) by way of private placement of Series A Tranche 1 Debentures and Series B Tranche 1 Debentures in accordance with the Debt Regulations.
- E. 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 under the Debenture Trust Deed ("**Secured Obligations**"), shall be secured, *inter alia*, through a senior charge subordinate only to Noida leasehold rights by way of registered mortgage on the Project, the Project Land and all buildings, structures (existing or future) thereon, including on all the Approvals (*as defined hereinafter*) for the Project, pursuant to a registered deed of mortgage.
- F. The Promoters have executed the Debenture Trust Deed and issued Personal Guarantees in order to secure the obligations of the Company in accordance with the Debenture Trust Deed.
- G. The Parties are now entering into this Deed to create a senior charge subordinate only to Noida leasehold rights by way of a simple mortgage over the Project, the Project Land and all buildings, structures (existing or future) thereon, including on all the Approvals for the 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:

I. 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:

"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 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 Project;

"**Debentures**" shall mean the debentures issued by the Company pursuant to and in accordance with the Debenture Trust Deed;

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

"**Debenture Subscription Amount**" shall mean the aggregate of Series A Debenture Subscription Amount and the Series B Debenture Subscription Amount being a cumulative amount of Rs. 201,00,00,000/- (Rupees Two Hundred One Crores Only);

"**Debenture Trust Deed**" or "**DTD**" shall mean the debenture trust deed executed amongst the Company, the Promoters, the Other Shareholders (*as defined hereinafter*) and the Debenture Trustee, and as amended from time to time, and shall include all supplementary trust deeds executed between the Company, the Promoters, the Other Shareholders and the Debenture Trustee in relation to such other series of debentures, pursuant to which the Company shall raise / has raised an aggregate amount of Rs. 201,00,00,000/- (Rupees Two Hundred One Crores Only);

"**Encumbrance**" shall mean any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, Security Interest (*as defined hereinafter*), encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other Security Interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

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

"**Governmental Authority**" shall mean any government authority, statutory or regulatory authority, Government department, agency, commission, board, urban land ceiling authorities, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any Indian State or other subdivision thereof or any municipality, district or other subdivision thereof;

"**Lease Deeds**" shall collectively mean (i) a registered lease deed dated June 16, 2010 with respect to a land admeasuring 3,30,474.67 (three lakhs thirty thousand four hundred seventy four point six seven) sq. mts. bearing registration no. Sl. No. 4219, Book No. 1, Jild No. 2801 of 40 (forty) pages, in the office of Sub-Registrar, Gautam Budh Nagar, Noida; (ii) a registered lease deed dated December 1, 2011 with respect to land admeasuring 2,09,668.87 (two lakhs nine thousand six hundred sixty eight point eight seven) sq. mts. bearing registration no. Sl. No. 10841, Book No. 1, Jild No. 3843 at Pages No. 199 to 236, in the office of Sub-Registrar, Gautam Budh Nagar, Noida; (iii) a registered lease deed dated January 31, 2011 with respect to a land admeasuring 23,916 (twenty three thousand nine hundred sixteen) sq. mts. bearing registration no. Sl. No. 915, Book No. 1, Jild No. 3027 of 40 pages, in the office of Sub-Registrar, Gautam Budh Nagar, Noida;

"**Mortgaged Property**" shall collectively mean the Project along with the underlying 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 Project Land and all the Approvals for the Project as more particularly described at Schedule III hereto;

The Debenture Trustee shall not have any legal title to any part of the Mortgaged Property; provided however, that the Debenture Holders shall have a beneficial interest in the Mortgaged Property. No transfer, by operation of Applicable Laws or otherwise, of any estate, right, title or interest of the Debenture Holders in and to the Mortgaged Property or hereunder shall operate to terminate the Security Interests hereunder or entitle any successor or assignee of the Debenture Holders to the transfer of legal title to any part of the Mortgaged Property.

(vi) **Limitation on Rights of Others**

Nothing in this Deed, whether express or implied, shall be construed to give to any Person other than the Debenture Holders any legal or equitable right, remedy or claim under or in respect of this Deed, the Mortgaged Property or any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Debenture Holders.

23. Notices

- (i) Any communication to be made under or in connection with this Deed shall be mandatorily be made in writing and by e-mail and may also additionally be made by letter.

(ii) Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below.

The address for service of notice to the Promoters will be:

Attention: Arihant K. Jain
Address: Dasnac Annexe I, ECE House,
28A Kasturba Gandhi Marg, New Delhi 110 001
Email: investor@dasnac.com

The address for service of notice to the Company will be:

Attention: Managing Director
Address: Dasnac Annexe I, ECE House,
28A Kasturba Gandhi Marg, New Delhi 110 001
Email: investor@dasnac.com

The address for service of notice to the Debenture Trustee will be:

Attention: Ms. Swapnali Hirlekar/Mr. Rajesh Chandra
Address: Asian Building, Ground Floor, 17, R. Kamani Marg,
Ballard Estate, Mumbai 400 001
Email: swapnali.Hirlekar@idbitrustee.com/rajeshchandra@idbitrustee.com

(iii) Delivery

Any communication or document made or delivered by the Debenture Trustee to the

Promoters and the Company under or in connection with this Deed will only be effective:

- (a) if by way of electronic mail, only when actually received in readable form and in the case of any electronic communication made by the Promoters and the Company to the Debenture Trustee only if it is addressed in such a manner as the Debenture Trustee shall specify for this purpose;
- (b) if by way of letter, when it has been left at the relevant address or 2 (two) days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and
- (c) if a particular department or officer is specified as part of its address details provided under this Section 23 if addressed to that department or officer.

(iv) Notification of address, and email address

Promptly upon changing its address, fax number or email address, as provided under this Section 23, either Party shall notify the other Party.

(v) Reliance

- (a) Any notice sent under this Section 23 can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and if it bears what appears to be the signature (original or facsimile) of an authorized signatory of the sender (in each case without the need for further enquiry or confirmation).
- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorized notices are sent to the other Party.

(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. 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.

26. Indemnity

The Debenture Trustee, every Receiver, attorney, directors, employees, manager, advisors,



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:

MR. JINENDRA KUMAR JAIN



MR. ARIHANT KUMAR JAIN



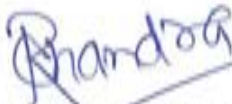
E-HOMES INFRASTRUCTURE PRIVATE LIMITED
(as the Company)



Name: ARIHANT KUMAR JAIN

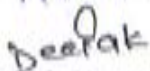
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:
For IDBI TRUSTEESHIP SERVICES LTD.

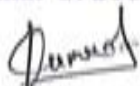


AUTHORISED SIGNATORY

IDBI TRUSTEESHIP SERVICES LIMITED
in its capacity as the Debenture Trustee by the hands
of RASBHI CHANDRA, its authorized signatory.



Deepak Kumar S/o Babu Lal
320, Gali No-5,
Budh Vihar, Ghaziabad
Aadhar-878107914259



KUMAR S/o Rajendra Kumar
P/o H.No-334, Caline-5, Rohini Vihar-1, GZB.
Voter ID No - MDN2523629

