



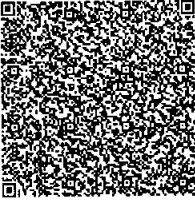
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP46135806816665T
Certificate Issued Date : 10-Mar-2021 03:36 PM
Account Reference : NEWIMPACC (SV)/ up14003404/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400340479615339291658T
Purchased by : CAPITAL INFRATECHOMES PVT LTD
Description of Document : Article 40 Mortgage Deed
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : CAPITAL INFRATECHOMES PVT LTD
Second Party : IDBI TRUSTEESHIP SERVICES LTD
Stamp Duty Paid By : CAPITAL INFRATECHOMES PVT LTD
Stamp Duty Amount(Rs.) : 10,000
(Ten Thousand only)

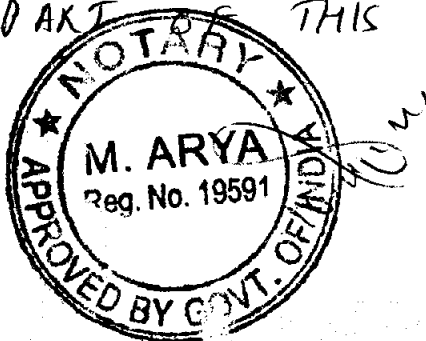
Signature: *[Signature]*
Name: SHIV KUMAR GOYAL, ACC Code: UP1400340
Add: Sub-Registrar, Noida, Mob. 987142877
10/2/20, Tehsil & Distt. Dadri, G. B. Nagar, U.P.



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THIS STAMP PAPER FORMS AN INTEGRAL

PART OF THIS MEMORANDUM OF ENTRY



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of proving the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF ENTRY FOR ACTUAL DEPOSIT OF TITLE DEEDS

On the 12th day of March, 2021,

Mr. Naveen Kumar Singh aged about 45 years (holding Permanent Account Number AWKPS4933J) (Director) and **Mr. Amit Kumar Agarwal** age about 45 years (holding Permanent Account Number ABPPA6472N) (Director) ("**Depositors**") of **Capital Infratechhomes Private Limited**, a company incorporated under the Companies Act, 1956 bearing CIN U45400UP2012PTC053443 and having its registered office at GH-12A-2 Sector-01 Greater Noida Gautam Buddha Nagar Uttar Pradesh 201301 (hereinafter referred to as the "**Mortgagor**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); attended the office of the Trustee at 1009, 10th Floor, Ansal Bhawan, KG Marg, New Delhi - 110001 and saw **Mr. VILAKSHANA PANDIT**, authorized representative of the Trustee, acting in his capacity as the Trustee and deposited the Title Deeds (defined hereinafter).

IDBI TRUSTEESHIP SERVICES LIMITED, a company incorporated under the Companies Act, 1956 (1 of 1956) bearing CIN U65991MH2001GOI131154 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400001 and having branch office at 1009, 10th Floor, Ansal Bhawan, KG Marg, New Delhi - 110001, registered with the SEBI under SEBI (Debenture Trustee) Regulations, 1993 (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 assigns), appointed by Mortgagor to act as a debenture trustee for and on behalf of the Debenture Holders vide the debenture trustee agreement dated 13th October, 2020 entered into between the Mortgagor and the Debenture Trustee and met **Mr. Manan Oberoi**, authorized official of the Debenture Trustee.

The Mortgagor has issued/ proposes to issue unlisted, unrated, senior, secured, redeemable, transferable non-convertible debentures ("**Debentures**") to the Initial Debenture Holder for raising an amount aggregating to Rs. 161,10,00,000 (Rupees One Hundred and Sixty One crores and ten Lakhs) ("**Total Subscription Amount**") for the purposes of meeting its funding requirements as set out under the debenture trust deed executed/ to be executed inter-alia amongst the Mortgagor and the Debenture Trustee ("**Debenture Trust Deed**"). One of the terms and conditions of the Debenture Trust Deed is that the Mortgagor shall create a first ranking charge by way of mortgage in favour of the Debenture Trustee over the Immovable Properties (defined below) and Development Rights (defined below) more particularly mentioned in Second Schedule.

1. The Depositors delivered to and deposited with **VILAKSHANA PANDIT** of the Debenture Trustee, by way of actual delivery, the documents of title, evidences deeds and writings more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Title Deeds**") in respect of the immovable properties and development rights more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**Mortgaged Properties**"), for the benefit of the Debenture Holders.

2. While making the aforesaid deposit of the Title Deeds: the Depositors inter-alia stated that he/ she was doing so for and on behalf of the Mortgagor and in his/ her capacity as Director of the Mortgagor ; with intent to create first ranking charge by way of mortgage in favour of the Debenture Trustee, over the Mortgaged Properties and development rights more particularly mentioned in Second Schedule hereto (together shall be called the "**Mortgaged Properties**") to secure repayment of (a) the amount aggregating the Total Subscription Amount availed by the Mortgagor from the Initial Debenture Holder in terms of the Debenture Trust Deed together with default interest, liquidated damages, and other charges, indemnification payments, costs, commissions and all legal and other charges, remuneration, expenses, surcharges, taxes payable to the Debenture Trustee under/ in respect of the Total Subscription Amount and/ or Transaction Documents; and (b) all obligations of Mortgagor under the Debenture Trust Deed.

3. The Depositors further stated that the Depositors is authorised to create first ranking mortgage by deposit of original Title Deeds in favour of the Debenture Trustee for the benefit of the Debenture Holders as aforesaid pursuant to the resolutions passed by the board directors of the Mortgagor at its meeting held on March 2, 2021; and the Depositors have furnished a certified copy of the resolutions and authorizations to VILAKHNA PANDIT of the Debenture Trustee and further stated that the said resolutions and authorizations were in full force and effect.

4. The Depositors further stated that the Mortgagor has a clear and marketable title to and are seized and possessed of or otherwise well and sufficiently entitled to the Mortgaged Properties together with all buildings and structures thereon and all rights, title, interest, benefit therein, including the Development Rights pertaining to the Mortgaged Properties. Accordingly, the Mortgagor has good right, full power and absolute authority to mortgage the Mortgaged Properties by deposit of Title Deeds.

5. The Depositors also stated that the Mortgaged Properties (other than those created by or pursuant to the Transaction Documents) are not in any way Encumbered or agreed to be encumbered either by way of mortgage, charge, lien (including negative lien), lease, sublease, trust, sale, pledge, attachment or otherwise and the Mortgagor shall not howsoever alienate its/ his share, right, title or interest in the Mortgaged Properties except in accordance with the Debenture Trust Deed.

6. The Depositor has clarified that in respect of individual flats/ units/ parking under the Project being developed on the Mortgaged Properties, alienation under the above paragraph means the stage where agreement for sale in respect of individual flats/ units/ parking under the said Project is registered or the conveyance (in any manner whatsoever) of the individual flats/ units/ parking under the said Project is done.

7. The Depositors further stated on behalf of the Mortgagor that the Mortgagor shall indemnify the Debenture Trustee and the Debenture Holders against all costs, charges, fee, expenses, losses and damages incurred or suffered by the Debenture Trustee and/ or the Debenture Holders by reason of breach of any of the representations or warranties set out above or any false or misleading information given by the Mortgagor to the Debenture Trustee, or as a result of the occurrence of any Event of Default or the enforcement of the charge/ Security or deficient stamp duty on this memorandum of entry or non-availability of any title documents or acquisition of Mortgaged Properties or any part thereof by any

Governmental Authority or any other Person.

8. The Depositors also stated that the Mortgaged Properties are free from all such claims and demands and that the same or any of them or any part thereof are not subject to any *lis pendens*, attachment or any other pending litigation or any process issued by any court or authority and that the Mortgaged Properties are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Mortgagor since the date of purchase/ acquisition thereof and no adverse claim has been made against the Mortgagor in respect of the Mortgaged Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings or claims or demands or proceedings, claims for recovery of any taxes, whatever, are pending or initiated against the Mortgagor under the Income Tax Act, 1961 and that no notice has been received or served on the Mortgagor under the Income Tax Act, 1961 and/ or under any other Applicable Law and that there is no pending attachment whatsoever issued or initiated against the Mortgaged Properties or any of them or any part thereof other than notified to the Debenture Trustee.
9. The Depositors while making the deposit of the Title Deeds stated that all requisite permissions and consents (statutory or otherwise) have been obtained by the Mortgagor for creating mortgage in favour of the Debenture Trustee for the benefit of Debenture Holders for securing obligations under Transaction Documents. The Depositors further stated that the Title Documents relating to the Mortgaged Properties are deposited with the intention to create mortgage thereon and will continue to remain deposited with the Debenture Trustee and shall not be redelivered or released until a "no-objection certificate" has been issued by the Debenture Trustee, upon the complete repayment and discharge of the whole of the obligations more particularly mentioned under Transaction Documents.

The Mortgagor has submitted to the Debenture Trustee a certificate from a practicing chartered accountant/ statutory auditor certifying that provisions of Section 281 of the Income Tax Act, 1961 are not applicable for the creation of a mortgage on the Mortgaged Properties.

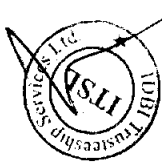
The Depositors stated that the Title Deeds (more particularly mentioned in Schedule First Schedule) so deposited were the only documents of title relating to the Mortgaged Properties in the possession, power and control of Mortgagor and that the Mortgagor have a clear and marketable title to the Mortgaged Properties.

12. The Mortgaged Properties are in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Mortgagor since the date of purchase/ acquisition thereof.
13. The aforesaid deposit of Title Deeds was made by the Depositors on behalf of the Mortgagor in the presence of VILAKSHNA PAUDIT of the Debenture Trustee acting on behalf of and for the benefit of the Debenture Holders.
14. This memorandum of entry shall be governed by the Indian laws and the courts of Haryana shall have the jurisdiction in relation to all disputes arising under this memorandum.
15. The Depositors agrees and undertakes on behalf of the Mortgagor to file requisite filings as required under applicable laws including filing of form CHG-9 with the

relevant Registrar of Companies, within 30 days in respect of the mortgage created on the Mortgaged Properties as described herein.

16. Capitalized words and expressions used but not defined herein shall have the meaning given to such terms in the Debenture Trust Deed, and if not defined therein, shall have the meaning given in the other Transaction Documents.

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ATTESTED
NOTARY PUBLIC

12 MAR 2021

FIRST SCHEDULE

(List of documents of title, evidences deeds and writings)

Original Title Documents

- 1.1 Original Lease Deed executed by Greater Noida Industrial Development Authority ('GNIDA') in favour of Capital Infratechomes Private Limited (the 'CITPL/Borrower') of Plot No. GH-12A-2 land admeasuring 33,941.79 Sq. Metres (8.387 Acres) situated at Sector 1, Greater Noida, Uttar Pradesh (the 'Project Land') registered with the Sub Registrar, Greater Noida as Document No. 22589 in Book No.1, Volume No. 12039 at Pages 17-112 on 22.11.2012;
- 1.2 Possession Letter dated 22.11.2012 issued by GNIDA to CITPL of the Project Land;
- 1.3 Letter dated 3.06.2019 issued by GNIDA to CITPL for Enhanced Compensation;
- 1.4 GNIDA's Reschedulement Letter dated 18.11.2019;
- 1.5 Request for grant of [i] extension of maturity date for payment of overdue instalments and [ii] permission to mortgage the land with IDBI trusteeship services ltd. dated January 4, 2021
- 1.6 Request for grant of [i] extension of maturity date for payment of overdue instalments and [ii] permission to mortgage the land with IDBI trusteeship services ltd. dated February 9, 2021
- 1.7 Request for grant of [i] extension of maturity date for payment of overdue instalments and [ii] permission to mortgage the land with IDBI trusteeship services ltd. dated February 22, 2021
- 1.8 Letter dated 01.03.2021 from GNIDA
- 1.9 Final Permission to Mortgage by GNIDA *yet to be received*
- 1.10 Reschedulement letter by GNIDA *yet to be received*
- 1.11 Escrow Account Agreement dated 16.09.2019 between CITPL and GNIDA

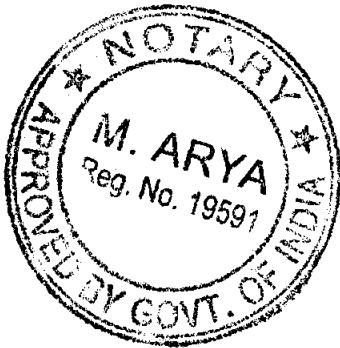
Certified True Copy

- 2.1 GNIDA's brochure for allotment of Large Group Housing / Builders Residential Plot (Scheme Code: BRS-03/2010) Sports City located in Sector 1, GNIDA, Uttar Pradesh;
- 2.2 Memorandum of Agreement dated 12.07.2010 of the Consortium (wherein - Connoisseur Infrabuild Private Limited is the lead member of the Consortium) - entered between private developers;
- 2.3 Acceptance Letter No. PROP/BRS-03/2010/656 dated 22.07.2010 issued by GNIDA;
- 2.4 Allotment Letter No. PROP/BRS-03/2010/1735 dated 18.08.2010 issued by GNIDA to the Consortium;
- 2.5 Undertaking dated 21.11.2012 submitted by the Consortium to GNIDA;

Certified True Copy Issued by the Borrower

- 3.1 Building Approval Letter dated 27.02.2013 issued by GNIDA;
- 3.2 Application dated 19.11.2019 submitted by CITPL to GNIDA for sanction of enhanced FAR (3.5) along with Maps thereof;
- 3.3 Environment Clearance dated 7.10.2013 issued by the State Level Environment Impact Assessment Authority, Uttar Pradesh (SEIAA, UP) to CITPL for

- construction of the Proposed Project on the Project Land having a Built-up Area of 93261.47 sqm;
- 3.4 Environmental Clearance (EC) issued by the SEIAA, UP as per proposal of Expansion submitted by CITPL on 10.04.2020 and TOR issued by the SEIAA, UP on 18.08.2020; CS
- 3.5 Consent to Establish / Environmental NoC (CTE) issued by the Uttar Pradesh Pollution Control Board (UPPCB) vide letter dated 12.06.2015;
- 3.6 Structural Stability Certificate issued by the Dr. Nazrul Islam, Department of Civil Engineering, Jamia Millia Islamia, New Delhi has vide letter dated 24.07.2020;
- 3.7 Fire No Objection Certificate dated 1.08.2020 (NoC) issued by Deputy Director, Fire Service, Lucknow, UP to CITPL;
- 3.8 No Objection Certificate dated 21.06.2013 for Height Clearance issued by the Airports Authority of India (AAI);
- 3.9 Fresh NoC issued by the AAI towards height clearance of the Proposed Project; *dated*
- 3.10 Registration Certificates issued by the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) for: *04.09.2020*
- (i) Capital Athena Phase 1 vide Registration No. UPRERAPRJ6310;
- (ii) Capital Athena Phase 2 vide Registration No. UPRERAPRJ6377.
- 3.11 Application along with Electricity Agreement dated 21.02.2014 & Electricity Bill of July, 2020 issued by the Noida Power Company Limited.

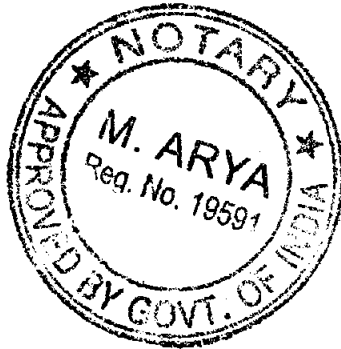


SECOND SCHEDULE

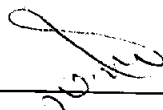
(Description of the Mortgaged Properties)

Land admeasuring 33,941.79 sq. mt. situated at Plot No. GH-12A-2, Sector 1, Greater Noida, Uttar Pradesh together with all buildings, erections, and constructions of every description which are erected, standing or attached or shall at any time hereafter during the continuance of the Security hereby constituted, be erected and standing or attached and all trees, fences, hedges, ditches, way, sewerages, drains, water-courses, liberties, privileges, easements and appurtenances whatsoever on the aforesaid land along with the proportionate share in the underlying land including all present and future structures, superstructures, buildings and all benefits, rights, interests thereto.

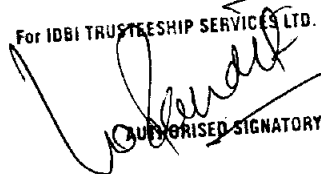
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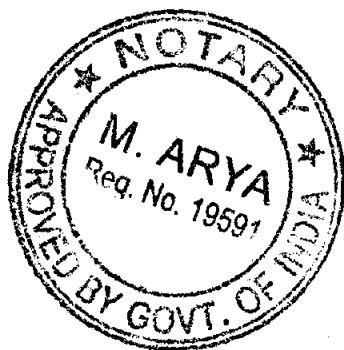


For IDBI TRUSTEESHIP SERVICES LIMITED



AUTHORISED SIGNATORY

For IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY



ATTESTED

NOTARY PUBLIC

12 MAR 2021