

MEMORANDUM OF ENTRY - MORTGAGE

In the matter of equitable mortgage by deposit of original title deeds in respect of immovable property

On the 1st day of May, 2017,

Mr. Vinit Goyal authorized representative of **M/s Omaxe Limited**, a company incorporated and registered under the applicable provisions of the Companies Act, 1956, having its registered office at 19 B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon, Haryana (hereinafter referred to as the "**Mortgagor**") duly authorized by way of a resolution passed in the meeting of the Board of Directors of **M/s Omaxe Limited**, attended the office of PNB Housing Finance Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at 9th Floor, Antiksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi (hereinafter referred to as "**PNBHFL**") on 1st May, 2017 and saw me, Ravi Assarwal being Senior manager of PNBHFL,

While depositing the original Title Deeds in respect of the Immovable Property the Mortgagor stated as under:-

1. That the Mortgagor states that the M/s Omaxe Chandigarh Extension Developers Private Limited along with M/s. Omaxe Buildhome Limited, M/s. Landlord Developers Private Limited, M/s. Udal Properties Private Limited, M/s. Advaita Properties Private Limited, M/s Garv Buildtech Private Limited, Shikhar Landcon Private Limited, Kamini Builders and Promoters Private Limited, M/S Kashish Buildtech Private Limited (hereinafter collectively referred to as "**Borrowers**") have availed a construction finance loan of INR 120,00,00,000/- (Rupees One Hundred and Twenty Crore Only) (hereinafter referred to as the "**Loan A/Facility A**") and another construction finance loan of INR 130,00,00,000/- (Rupees One Hundred and Thirty Crore Only) (hereinafter referred to as the "**Loan B/Facility B**") aggregating to an amount of INR 250,00,00,000/- (Rupees Two Hundred and Fifty Crore Only) (hereinafter referred to as the "**Loan/Facility**") from PNBHFL subject to terms, conditions and covenants as stated in loan agreement dated 1st May, 2017 (hereinafter referred to as the "**Loan Agreement**") and sanction letter dated April 21, 2017 (hereinafter referred to as the "**Sanction Letter**").

2. In consideration of PNBHFL sanctioning the Loan to the Borrowers, the Mortgagor has agreed to create security over the Property (hereinafter referred to as the "**Property**") to secure the repayment of the Loan.

3. That the Mortgagor is absolutely seized and possessed of, or otherwise well and sufficiently entitled to land and premises more particularly described in **Schedule I** hereunder together with all buildings and structures constructed or to be constructed thereon.

4. That the Mortgagor has agreed to deposit the original Title Deeds (hereinafter described) with respect to the said Property to create encumbrance by way of equitable mortgage by deposit of original Title Deeds in respect of the said Property as a security in favour of PNBHFL to secure the Loan availed by the Borrowers from PNBHFL on the terms and conditions contained in the Loan Agreement, inter alia, against the security of mortgage by deposit of original Title Deeds with respect to the Property more specifically mentioned in **Schedule-II** hereunder written (hereinafter called the "**Title Deeds**").

5. That one of the terms and conditions of the Loan Agreement was that the Loan should be secured by way of encumbrance created as and by way of mortgage by way of deposit of Title Deeds in respect of the Property as a continuing security in favour of PNBHFL;

6. That the Mortgagor on the same day have delivered to and deposited with me the Title Deeds by way of constructive delivery and PNBHFL accepted the Title Deeds;



7. While making the said deposit of the Title Deeds by constructive delivery, the Mortgagor, stated and declared that he/she has deposited the original Title Deeds with an intent to create an encumbrance, as and by way of equitable mortgage by deposit of Title Deeds in respect of the said Property as a continuing security on exclusive first charge basis in favour of PNBHFL for the due payment of the Loan and the performance as per terms of the Loan Agreement;
8. That the Title Deeds so deposited with PNBHFL were the only Title Deeds, documents of title, writings and papers relating to the said Property and that the Mortgagor are seized and possessed of and are otherwise well and sufficiently entitled to the said Property in accordance with the nature and tenure thereof and that the Mortgagor has not created any encumbrance thereon and that the Mortgagor has a clear legal and valid title to the said Property and that there are no other documents, deeds and/or writings relating to the said Property in the possession of the Mortgagor and that the Mortgagor has a clear and marketable title to the said Property free from any encumbrances or liens.
9. That the Mortgagor had agreed to create the security interest in the Property to secure the Loan advanced/agreed to be advanced by PNBHFL as secured creditor to the extent of their land holding in the said Property to the Mortgagor in accordance with the provisions of Section 58(f) of the Transfer of Properties Act, 1882;
10. The said Property of the Mortgagor was free from all encumbrances or charges (statutory or otherwise), claims and demands and that the same or any of them or any part thereof are not subject to any lien/lis pendens, attachment or any other process issued by any court or authority and that the Mortgagor has not created any trust in respect thereof and that the said Property is in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Mortgagor since the date of acquisition thereof by the Mortgagor and no adverse claim has been made against the Borrower in respect of the immovable property or any part thereof and the same is not affected by any notice of acquisition or requisition, and that no proceedings are pending or initiated against the Borrower under the Income Tax Act, 1961, Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Borrower under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and or/ under any other law.
11. That the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to the Mortgagor's said Property;
12. The aforesaid deposit by constructive delivery of the Title Deeds has been made by the Mortgagor in my presence to secure the Loan availed by the Borrowers.
13. Capitalized words/terms used herein but not defined shall carry the meaning ascribed to them in the Loan Agreement of PNBHFL executed by the Borrowers and PNBHFL. This document shall form an integral part of the Loan Agreement and shall constitute a Finance Document.

The aforesaid deposit of Title Deeds was made by the Mortgagor in the presence of
Sangram Sarangi (Manager) of PNBHFL.



Signature of the person accepting the deposit of Title Deeds

Dated the 2nd day of May, 2017

For PNB Housing Finance Limited




SCHEDULE - I

(Description of the Property)

Land Measuring 20942.48 square meters (approx.) comprised in Khasra no. 21//2 Khatta No. 264/292 , Khasra no. 21//3,4, 21//5 Khatta No. 264/292 , Khasra No. 21//9,12,21//19/2 Khatta No. 264/292 situated at Village Thakarwal H.B No.280 Tehsil & District Ludhiana, Punjab; bounded as under :

North:

South:

East:

West:

SCHEDULE - II

(Title Deeds)

1. Original Sale deed Wasika No.1835 dt.28/5/2014 executed by Amarjit Singh S/o Sajjan Singh in favour of M/s Omaxe Ltd
2. Original Sale deed Wasika No.5464 dt.13/10/2014 executed by Amarjit Singh S/o Sajjan Singh in favour of M/s Omaxe Ltd
3. Original Sale deed Wasika No.1527 dt.12/5/2015 executed by Amarjit Singh S/o Sajjan Singh in favour of M/s Omaxe Ltd
4. Certified Copies of Jamabandies for Last 13 years in Original with Sanctioned Mutation in favour of M/s Omaxe Ltd
5. Copy of the Change of Land use certificate as issued by the Competent Authority in respect of the property in question.
6. Copy of the Approved Lay out Plan regarding the property in Question
7. Copy of Aks Chajra



Schedule III

(Plan highlighting the Property)