



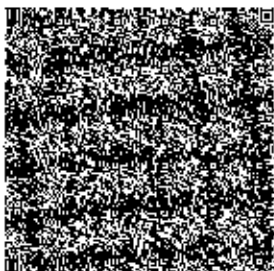
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp



Certificate No.	IN-UP05218722983418Q
Certificate Issued Date	26-Oct-2018 04:51 PM
Account Reference	SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106235852759474Q
Purchased by	: CELERITY INFRASTRUCTURE PVT LTD
Description of Document	: Article 40 Mortgage Deed
Property Description	: CELERITY INFRASTRUCTURE PVT. LTD. PLOT NO. SC-01/C-A2, A4, A6, A11 AND A12, SECTOR-150, NOIDA
Consideration Price (Rs.)	:
First Party	: CELERITY INFRASTRUCTURE PVT LTD
Second Party	: IDBI TRUSTEESHIP SERVICES LIMITED
Stamp Duty Paid By	: CELERITY INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 5,00,000 (Five Lakh only)



Please write or type below this line.

**CELERITY INFRASTRUCTURE PVT. LTD.**

*[Signature]*  
**Authorized Signatory**

**FOR IDBI TRUSTEESHIP SERVICES LTD.**

*[Signature]*  
**AUTHORIZED SIGNATORY**

**TQ 0008106430**

### Statutory Alert:

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



CELESTIAL INVESTIGATION

100-100000

Authorized Signature

100-100000



उत्तर प्रदेश UTTAR PRADESH

ER 098667

Attached with this mortgage deed of  
Plot No. SC-01/C-A2, A4, A6, A11, A12  
Sector-150, NOIDA

CELERITY INFRASTRUCTURE PVT. LTD.

*Sms*  
Authorised Signatory

FOR IDBI TRUSTEESHIP SERVICES LTD.  
*Bhandari*  
AUTHORISED SIGNATORY

क्र.सं. ५४ सटाम्प विक्रय की तिथि 28/11/18

सटाम्प क्रेय करने का अवसर

सटाम्प लेता की नाम व पता

सटाम्प की बगल

विपुल सिंह सटाम्प विक्रेता

ला. नं.-150/15-16 ला. अवधि 31-3-2019

उप सम्मानीय कार्यालय (ARTO) नोदिया

विक्रय सीमा 15000/-

मोहरी स.प.क.ए.न.ए.य.र.



## MORTGAGE DEED (WITHOUT POSSESSION)

THIS MORTGAGE DEED (WITHOUT POSSESSION) is made at Noida on this ~~27~~<sup>24</sup> day of November 2018 (hereinafter referred to as the "Deed") by:

**CELERITY INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U70102DL2014PTC262972 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi -110019 represented through its authorized signatory (hereinafter referred to as "Mortgagor", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

### IN FAVOUR OF

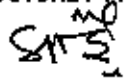
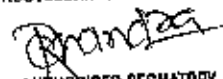
**IDBI TRUSTEESHIP SERVICES LIMITED**, a company registered under the Companies Act, 1956 with CIN U65991MH2001GOI131154, with its registered office at the Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400001, India (hereinafter called "Security Trustee" which expression shall, unless excluded by or repugnant to the context thereof, include its executors, successors and assigns) of the **SECOND PART**.

Mortgagor and the Security Trustee are hereinafter individually referred to as "Party" and collectively as "Parties".

### WHEREAS:

- (A) Pursuant to the Logix Lease Deeds (*as defined hereinafter*) and Logix Sub Lease Deeds (*as defined hereinafter*), the Mortgagor is the owner of the lease hold rights, for a period of 90 years, in relation to a land parcel, admeasuring a total of 1,29,701.81 Sq. Mtrs. (32.05 Acres) situated in Sector 150, Noida, details of which are provided in Schedule I (hereinafter referred to as "Celerity Project Land")
- (B) The Mortgagor is undertaking the development and construction of the project by the name and style of 'ATS Pristine Golf Villas' on the Celerity Project Land (hereinafter referred to as "Project").
- (C) NOIDA has first and exclusive charge over the Celerity Project Land to ensure due payments under the Logix Lease Deeds (*as defined below*) and Logix Sub Lease Deeds (*as defined below*).
- (D) By and under a Loan Agreement dated February 23, 2018, executed by and between the Mortgagor, **ATS Dreamzone Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U63040DL1993P1C052500 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi -110019 (hereinafter referred to as "ADPL"), **Tango Software Solutions Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U72200DL2005P1C141530 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi -110019

1

<p>Mortgagor</p> <p><b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p></p> <p>Authorized Signatory</p>	<p>Security Trustee</p> <p>FOR IDBI TRUSTEESHIP SERVICES LTD.</p> <p></p> <p>AUTHORISED SIGNATORY</p>
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बंधक पत्र (बिना कब्जा)

प्रतिफल- 40000000000 स्टाम्प शुल्क- 5000000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 140 योग : 20140

श्री मेसर्स सलेरिटी इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड द्वारा द्वारा  
रोख्मद जाफर रज़ा अधिकृत पदाधिकारी/ प्रतिनिधि.  
पुत्र श्री एस एन हुसैन  
विवसाय: अन्य  
निवासी: २५ ब्लाक सी गौर ग्लोबल क्रोसिंग रिपब्लिक गाजियाबाद

28/11/18



श्री, मेसर्स सलेरिटी इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड द्वारा रोख्मद जाफर रज़ा अधिकृत  
द्वारा पदाधिकारी/ प्रतिनिधि  
ने यह लेखपत्र इस कार्यालय में दिनांक 28/11/2018 एवं  
04:59:47 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

28/11/2018

ओमकार वर्मा,

कनिष्ठ सहायक (निबंधन) - नियमित



निबंधन शुल्क - 20000

प्रतिफल - 40000000000

निबंधन शुल्क - 20000

प्रतिफल - 40000000000

(hereinafter referred to as "TSPL"), **Mr. Getamber Anand**, an Indian inhabitant, with passport no. Z2561910, aged about 54 years, son of late Mr. Kamal Kishore Anand, residing at C-226, sector 44, Noida 201 301 and **S T G Softek Private Limited**, a company within the meaning of the companies act, 1956 having its registered office at 711/92, Deepali, Nehru Place, New Delhi - 110019 (hereinafter referred to as "**Loan Agreement**"), the Borrower has agreed to avail a loan amount of upto Rs. 400,00,00,000/- (Rupees Four Hundred Crores only) ("**Loan**") from **Piramal Capital & Housing Finance Limited** (formerly known as *Piramal Housing Finance Limited*), a company incorporated under the Companies Act, 2013 with corporate identity number U65999MH2017PLC291071 and a housing finance company and having its registered office address at 2<sup>nd</sup> Floor, Piramal Tower, Peninsula Corporate Park Ganpatrao Kadam Marg, Lower Parel, Mumbai -- 400013, India, India, (hereinafter referred to as the "**Lender**"), in the manner provided in the Loan Agreement.

- (E) One of the conditions of the Loan Agreement was that the Mortgagor will create an exclusive charge by way of registered mortgage of the Mortgaged Property (as defined below) in favour of the Security Trustee, acting on behalf of and for the benefit of the Lender.
- (F) To secure and facilitate the due payment of the Secured Obligations in relation to the Loan, the Parties have agreed that the Security Interest be created on the Mortgaged Property (as defined hereinafter) by way of a registered mortgage (without possession) by the Mortgagor in favour of the Security Trustee, acting for the benefit of the Lender, being these presents.

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


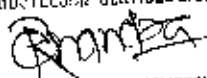
## 1.1 DEFINITIONS

Unless otherwise defined, capitalised terms in this Deed shall have the meanings given to them in the Loan Agreement. In this Deed, the capitalised terms listed below shall have the following meanings:

### 1.1.1 "Borrower" shall collectively mean:

- (a) **Celerity Infrastructure Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U70102DL2014PTC262972 and having its registered office at 711/92, Deepali, Nehru Place New Delhi -110019;
- (b) **ATS Dreamzone Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U63040DI.1993PTC052500 and having its registered office at 711/92, Deepali, Nehru Place New Delhi -110019; and
- (c) **Tango Software Solutions Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U72200DL2005PTC141530 and having its registered office at 711/92, Deepali, Nehru Place New Delhi -110019,

### 1.1.2 "Event of Default" shall mean:

<p>Mortgagor</p> <p><b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p></p> <p><b>Authorised Signatory</b></p>	<p>2</p> <p>Security Trustee</p> <p><b>FOR 1031 TRUSTEESHIP SERVICES LTD.</b></p> <p></p> <p><b>AUTHORISED SIGNATORY</b></p>
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निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

बंधकी: 1

श्री मेसर्स आई डी बी आई ट्रस्टीशीप सर्विस लिमिटेड द्वारा के द्वारा  
राजेश चंद्र, पुत्र श्री रामेश्वर प्रसाद

निवासी: ४०७ मीडिया टाहम्स अपार्टमेंट अभय खंड ४ इन्द्रापुरम  
गाजियाबाद

व्यवसाय: अन्य

बंधक कर्ता: 1

*Ramash*



श्री मेसर्स सलेरिटी इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड द्वारा के द्वारा  
सेय्यद ज.फर रज़ा, पुत्र श्री एस एम् हुसैन

निवासी: २५ ब्लॉक सी गौर ग्लोबल क्रोसिंग रिपब्लिक गाजियाबाद

व्यवसाय: अन्य

*S. M. H.*



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

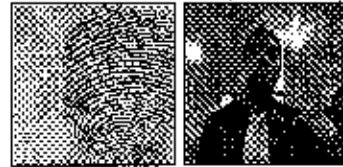
श्री बोबी शर्मा, पुत्र श्री मांगे राम शर्मा

निवासी: इलाबांस नोएडा

व्यवसाय: अन्य

पहचानकर्ता: 2

*B. S.*



श्री थर्मेंद्र धामा, पुत्र श्री लखन सिंह

निवासी: शास्त्री नगर गाजियाबाद

व्यवसाय: अन्य

*T. D.*



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर द्वितीय

श्रीराम बुद्ध नगर

ओमकार वर्मा

कनिष्ठ सहायक (निबंधन) - नियमित

ने की। प्रत्यक्षतः भद्र साक्षियों के ज्ञानाभूत नियमानुसार लिए  
गए है।  
टिप्पणी:





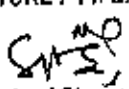
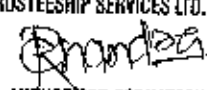
- (a) an event of default under the Loan Agreement, which has not been cured within the cure period stipulated therein; or
- (b) any other event of default (howsoever described) specified from time to time in any other Finance Document, which has not been cured within the cure periods stipulated therein.

1.1.5 **"Logix Lease Deeds"** shall collectively mean:

- (a) Lease Deed dated 26.12.2013 executed by NOIDA in favour of Logix Infra Developers Private Limited ("**Logix**"), registered in the office of Sub-Registrar- II, NOIDA vide Document No. 15071, Book No. 1, Volume No. 5723 on pages 371-392, for a piece of land comprised in Plot No. SC-01/C, Sector 150, NOIDA;
- (b) Lease Deed dated 28.03.2014 executed by NOIDA in favour of Logix, registered in the office of Sub-Registrar- II, NOIDA vide Document No. 3257, Book No. 1, Volume No. 5936 on pages 391-426, for a piece of land comprised in Plot No. SC-01/C-01, Sector 150, NOIDA;
- (c) Lease Deed dated 28.03.2014 executed by NOIDA in favour of Logix, registered in the office of Sub-Registrar- II, Noida vide Document No. 3258, Book No. 1, Volume No. 5937 on pages 1-36, for a piece of land comprised in Plot No. SC-01/C-02, Sector 150, NOIDA; and
- (d) Lease Deed dated 06.08.2015, executed by NOIDA in favour of Logix, registered in the office of Sub-Registrar-II, NOIDA, vide documents bearing No. 5209, Book No. I, Volume No. 6845 on pages 129 to 172, duly registered in the office of Sub-Registrar-II, Noida on 06.08.2015, for a piece of land comprised in Plot No. SC-01/C-03, Sector 150, NOIDA.

1.1.6 **"Logix Sub Lease Deeds"**, for the purposes of this Agreement, shall collectively mean:

- (a) Sub- Lease Deed dated 07.06.2014, executed by Logix in favour of Celerity, registered in the office of Sub-Registrar-II, NOIDA, vide documents bearing No. 5410, Book No. 1, Volume No. 6079 on pages 207 to 250, duly registered in the office of Sub-Registrar-II, Noida on 07.06.2014 for land a piece of land comprised in Plot No. SC-01/C-A11, Sector 150, NOIDA;
- (b) Sub- Lease Deed dated 24.04.2015, executed by Logix in favour of Celerity, registered in the office of Sub-Registrar-II, NOIDA, vide documents bearing Document No. 2844, Book No. I, Volume No. 6686 on pages 191 to 236, duly registered in the office of Sub-Registrar-II, Noida on 24.04.2015 for a piece of land comprised in Plot- SC 01/C, Plot- SC 01/C-A2, Plot- SC 01/C-A4 and Plot- SC 01/C-A6, Sector 150, NOIDA; and
- (c) Sub-Lease Deed dated 11.09.2015, executed by Logix in favour of Celerity,

<p>Mortgagor <b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p> Authorised Signatory</p>	<p>Security Trustee FOR IDBI TRUSTEESHIP SERVICES LTD.</p> <p> AUTHORISED SIGNATORY</p>
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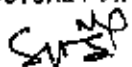
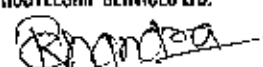
registered in the office of Sub-Registrar-II, NOIDA, vide documents bearing No. 6029, Book No. I, Volume No. 6901 on pages 57 to 100, duly registered in the office of Sub-Registrar-II, Noida on 15.09.2015 for a piece of land comprised in Plot No. SC-01/C-A12, Sector 150, NOIDA.

- 1.1.4 **"Mortgaged Property"** shall mean the Project along with the underlying Celerity Project Land along with everything lying on or affixed to the Celerity Project Land over which Security Interest is created in favour of the Security Trustee for the benefit of Lender and more specifically described in Schedule I hereunder.
- 1.1.5 **"Receiver"** shall have the meaning given to it in Article 16 hereof.
- 1.1.6 **"Secured Parties"** shall mean collectively, the Lender and the Security Trustee and any of their respective agents, delegates, receivers and custodians.

## 1.2 PRINCIPLES OF CONSTRUCTION

Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

- (a) Unless the context of this Deed otherwise requires;
- (i) words using the singular or plural number also include the plural or singular number, respectively;
  - (ii) words of any gender are deemed to include the other gender;
  - (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deed or specified Articles of this Deed, as the case may be;
  - (iv) the term "Section" refers to the specified Sections of this Deed;
  - (v) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
  - (vi) unless otherwise expressly provided, any time, date or period mentioned in this Deed shall be of the essence and, if such time, date or period is extended then such extended time, date or period shall also be of the essence;
  - (vii) reference to the word "day" shall be construed to mean a calendar day;
  - (viii) reference to the word "include" shall be construed without limitation; and
  - (ix) the Schedules hereto shall constitute an integral part of this Deed.
- (b) No provision of this Deed shall be interpreted in favour of or against any Party by

Mortgagor	Security Trustee
CELERTY INFRASTRUCTURE PVT. LTD.	FOR IDBI TRUSTEESHIP SERVICES LTD.
 Authorised Signatory	 AUTHORISED SIGNATORY



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reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

- (c) Unless the contrary intention appears, a reference to a "quarter" or "quarters" is a reference to a period starting on one day in a calendar quarter and ending on the numerically corresponding day in the next calendar quarter or the calendar quarter in which it is to end.

## **2. BENEFIT OF DEED**

- 2.1 The Security Trustee shall hold the Security Interest created by the Mortgagor in its favour under this Deed over the Mortgaged Property, including the covenants and mortgages given by the Mortgagor pursuant hereto, for the due payment of the Secured Obligations by the Borrower for the benefit of the Lender.

## **3. COVENANT TO PAY**

- 3.1 Pursuant to the Finance Documents and in consideration of the Lender agreeing to advance the Loan and agreeing to enter into the Finance Documents to which it is a party, the Mortgagor hereby covenants and agrees with the Security Trustee that the Mortgagor shall comply with the terms and conditions of the Finance Documents and the Mortgagor shall repay all the Secured Obligations in accordance with the Loan Agreement.

The Mortgagor further covenant that all moneys payable by the Mortgagor to the Secured Parties shall be paid to in the manner set out in the Loan Agreement and shall be so paid as to enable the Secured Parties to realise, at par, the amount on or before the relative due date.

## **4. GRANT AND TRANSFERS**

- 4.1 For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations secured or intended to be secured, as per the Loan Agreement, the Mortgagor doth hereby assign, convey, assure, charge and transfer (without possession) unto the Security Trustee by way of continuing security, all the rights, title, interest and benefit in all and singular the beneficial right, title and interest of the Mortgagor in respect of the Mortgaged Property more particularly described in **Schedule I** hereunder, written together with all buildings, erections and constructions of every description thereon which are standing erected or attached or shall at any time hereafter during the continuance of the Security Interest hereby constituted be erected and standing or attached thereto, **TO HAVE AND TO HOLD** all and singular the Mortgaged Property unto and to the use of the Lender absolutely.

- 4.2 Simultaneously with the execution of this Deed, the Mortgagor shall deposit with and hand over to the Security Trustee, the certified true copy of the Logix Lease Deeds and Originals of Logix Sub Lease Deeds.

## **5. SECURITY, RANKING, ETC.**

- 5.1 (a) **Exclusive Mortgage and Charge**

Mortgagor

**CELERITY INFRASTRUCTURE PVT. LTD.**

  
**Authorised Signatory**

Security Trustee

**FOR IDBI TRUSTEESHIP SERVICES LTD.**

  
**AUTHORISED SIGNATORY**



THE UNIVERSITY OF CHICAGO

CHICAGO, ILL.

The mortgage and charge created on the Mortgaged Property in favour of the Security Trustee shall rank as an exclusive charge over the Mortgaged Property. NOIDA shall be having first charge over the Mortgaged Property and it has given its consent for creation of an exclusive charge on the Mortgaged Property vide letter no. No-Noida/Comm/2018/004 dated October 04, 2018.

(b) Notwithstanding any provision of this Deed the grant of consent of NOIDA for creation of charge on the Mortgage Properties shall be subject to the following terms and conditions –

(i) NOIDA's consent shall be effective on confirmation of up-to-date payment of Lease Premium, interest and annual lease rent as per the terms and conditions of allotment of the Celerity Project Land, the Logix Lease Deeds and Logix Sub Lease Deeds and NOIDA shall have the first charge towards the pending payment in respect of plot/lease rent/taxes or any other charges as informed or levied by NOIDA on the Celerity Project Land/lease rent/taxes or any other charges as informed or levied by the NOIDA on the Celerity Project Land.

(iii) In the event of sale or foreclosure of the Celerity Project Land, NOIDA shall be entitled to claim and recover such percentage, as decided by NOIDA, of the unearned increase in values of properties in respect of the market value of the said Celerity Project Land as first charge, having priority over the second ranking charge over the Celerity Project Land created under this Deed. In this respect the decision of NOIDA in respect of the market value of the Celerity Project Land shall be final and binding on all the concerned parties.

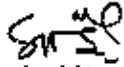
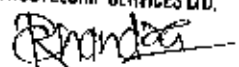
(iv) NOIDA's right to recovery of the unearned increase and the pre-emptive right to purchase the Celerity Project Land as mentioned in sub clause (ii) above shall be applicable to the same extend to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

(v) It is further agreed amongst the Parties that all arrears due to NOIDA would be recoverable as arrears of land revenue.

(c) **Continuing Security**

The Security Interest created by or pursuant to these presents is a continuing security and shall remain in full force and effect till the discharge of the entire Secured Obligations by the Mortgagor to the satisfaction of the Security Trustee, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Security Trustee may now or hereafter hold for the Secured Obligations or any part thereof. This security may be enforced against the Mortgagor without first having recourse to any other rights of the Secured Parties.

The Security Interest created hereunder shall not be release until the discharge and repayment of the entire Secured Obligations by the Borrower towards Lender under the Loan Agreement and Finance Documents.

<b>Mortgagor</b> <b>CELERITY INFRASTRUCTURE PVT. LTD.</b>  <b>Authorised Signatory</b>	<b>Security Trustee</b> <b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b>  <b>AUTHORISED SIGNATORY</b>
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(d) **Other Security**

This Security Interest is in addition to, and shall neither be merged with, nor in any way exclude or prejudice, or be affected by any other encumbrance, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Parties may now or at any time hereafter hold or have (or would apart from this Security Interest hold or have) as regards the Mortgagor or any other Person in respect of the Secured Obligations.

(e) **Cumulative Powers**

The powers which this Deed confers on the Secured Parties and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised as often as the Secured Parties or the Receiver thinks appropriate in accordance with these presents; the Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever; and the Mortgagor acknowledges that the respective powers of the Secured Parties and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Parties or Receiver as relevant.

(f) **Avoidance of Payments**

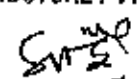
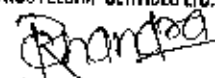
If any amount paid by the Mortgagor in respect of the Secured Obligations is avoided or set aside on the liquidation or administration of the Mortgagor or otherwise, then for the purpose of this Deed such amount shall not be considered to have been paid in terms of the Loan Agreement and the Finance Documents.

(g) **Possession**

The Mortgagor has not given possession nor agreed to give possession of the Mortgaged Property to the Secured Parties. This is without prejudice to the right of the Secured Parties to take possession of the Mortgaged Property under this Deed or other rights under Applicable Law upon occurrence of an Event of Default, subject to provision of Clause 21 of the Loan Agreement.

**6. PROVISION FOR REDEMPTION**

- 6.1 Subject to the provisions of Clause 6.2 hereof, if the Mortgagor shall have discharged in full the Secured Obligations in accordance with the Loan Agreement, the Security Trustee shall, with reasonable promptness, upon the written request and upon receiving the no objection certificate from the Lender and, at the expense of the Mortgagor, reassign, re-transfer and release unto the Mortgagor or as the Mortgagor shall direct and do all such other things as may reasonably be necessary to release from the Security Interest created hereunder for the benefit of the Secured Parties, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Parties such of the Mortgaged Property or only such part of the Mortgaged Property as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Deed.

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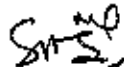

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- 6.2 The Parties acknowledge that the Mortgaged Property are required to be sold for the purposes of receipt of Receivables. Accordingly, the Security Trustee covenants to unconditionally and immediately provide its no-objection certificate as per the terms and conditions of the Loan Agreement, for the purposes of release and sale of the relevant Mortgaged Property to the customers in terms of the provisions of the Loan Agreement.

## 7. DECLARATIONS AND WARRANTIES

- (a) For the Secured Parties to enter into the Finance Documents and for the Security Trustee to accept the present Security Interest, the Mortgagor has made the representations and warranties set forth in the Finance Documents, which are incorporated herein by reference and made a part of this Deed as if such representations and warranties were set forth in full herein, subject to the exceptions therein.
- (b) The Mortgagor hereby acknowledges and accepts that the Security Trustee has agreed to enter into this Deed on the basis of, and in full reliance of the representations and warranties made herein.
- (c) The Mortgagor further confirms and warrants that:
- (i) it is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary corporate action to authorise the execution, delivery and performance by them of this Deed;
  - (ii) this Deed when executed and delivered will constitute its legal, valid and binding obligation;
  - (iii) neither the execution and delivery by the Mortgagor of this Deed, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the memorandum and articles of association of the Mortgagor, or any agreement or other document by which the Mortgagor (or any of its properties) may be bound;
  - (iv) it does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Deed and the Security Documents;
  - (v) the Mortgagor has the leasehold rights of the Mortgaged Property in terms of the Logix Lease Deeds and the Mortgaged Property are well and truly possessed by them.
  - (vi) the provisions of this Deed are effective to create in favour of the Security Trustee, acting for the benefit of the Lender, a legal, valid and binding security expressed to be created in Article 5 on the Mortgaged Property on which the Mortgagor purport to grant charges pursuant hereto and all necessary and appropriate recordings and filings have been made in all appropriate public offices, and all other necessary and appropriate action has been taken so that this Deed creates effective security on all right, title, estate and interest of the Mortgagor in the

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Mortgaged Property and all clearances required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained.

- (vii) it has paid the necessary stamp duty payable on this Deed as per Applicable Laws.

## 8. COVENANTS AND PERMITTED USE

- (a) The Mortgagor shall observe and perform each of the covenants set forth in the Loan Agreement and other Finance Documents, which covenants are hereby incorporated herein by reference and made a part of this Deed as if such covenants and other relevant provisions were set forth in full herein.

- (b) In addition to the covenants set forth in Article 8(a) subject to the terms of Applicable Law, the Mortgagor do hereby further covenant that:

- (i) **Enter, possession etc.**

Upon the happening of an Event of Default, it shall be lawful for the Secured Parties to enter into and take possession of the Mortgaged Property and thenceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Secured Parties as such and to quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Parties shall be freed and discharged from or otherwise by the Mortgagor, well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

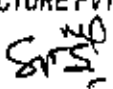
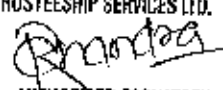
- (ii) **Payment of all Taxes, rates, etc.**

The Mortgagor shall at all times during the continuance of these presents and the Security Interest hereby created duly pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Project comprised in the Mortgaged Property or any part thereof and shall prevent any part of such Mortgaged Property from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor.

- (iii) **Maintenance of Mortgaged Property**

The Mortgagor shall at all times and at its own cost and expense keep and maintain the Project comprised in the Mortgaged Property and, without prejudice to the generality of the foregoing, forthwith after service by the Secured Parties of any notice of defect or warrant of repair given pursuant to paragraph (iv) below, repair and make good the same to the satisfaction of the Secured Parties.

- (iv) **Inspection, repairs, etc.**

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The Mortgagor shall permit the Secured Parties and its representatives, servants and agents, either alone or with workmen and others, from time to time and at all times to enter into and upon the Mortgaged Property and if there shall be any want of repair thereof or if the Secured Parties in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Parties shall give notice thereof to the Mortgagor calling upon the Mortgagor to repair the same. Upon the Mortgagor's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Parties to repair or replace the same or any part hereof at the expense of the Mortgagor or both as the case may be.

- (v) Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Parties under these presents including the right to call for the discharge of the Secured Obligations, as the case may be, following the happening of an Event of Default.

## 9. SPECIFIC ACTIONS

9.1 Without limiting the generality of the assurances and covenants hereinabove, the Mortgagor, upon happening of an Event of Default, will promptly upon receiving a request from the Secured Parties:

- (a) execute such documents as may be necessary or, in the opinion of the Secured Parties expedient to transfer the Mortgaged Property to the Secured Parties or its nominee(s) or any third party and/or to enable the Secured Parties or its nominee(s) or any third party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Property, in each case on the terms of these presents; and
- (b) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Parties may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Property or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

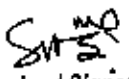

## 10. ADDITIONAL COVENANTS

10.1 Subject to the provisions of Clause 6.2 hereof, the Mortgagor shall ensure that the Mortgaged Property mortgaged, charged and assigned hereunder continue to remain the absolute property of the relevant Mortgagor save and except as provided in the Loan Agreement and Finance Documents.

## 11. UNDERTAKINGS

11.1 The Mortgagor undertakes and agrees with the Security Trustee that:

- (a) Any deficiency or defect in this Deed arising from any short payment of stamp duty shall be rectified by the Mortgagor at its own costs and expenses including

<p style="text-align: center;"><b>Mortgagor</b></p> <p style="text-align: center;"><b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p style="text-align: center;"> <b>Authorised Signatory</b></p>	<p style="text-align: center;"><b>Security Trustee</b></p> <p style="text-align: center;"><b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b></p> <p style="text-align: center;"> <b>AUTHORISED SIGNATORY</b></p>
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any interest or penalty payable thereof. If any penalty or legal costs or any other charges are paid for the stamping and registration of this Deed by the Secured Parties, pay to the Secured Parties the amount thereof alongwith payment of any Default Interest as provided in Loan Agreement.; and

- (b) it shall deliver to the Secured Parties certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Deed.

11.2 Notwithstanding the clause above, the Mortgagor agrees to indemnify and keep indemnified the Secured Parties from any demand, claim, loss, liability including but not limited to payment of any interest, fine, penalty, whatsoever that may arise as a consequence of deficiency in payment of stamp duty for this Deed.

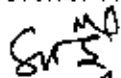
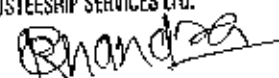
## 12. ENFORCEMENT

- (1) Subject to the provisions Clause 21 of the Loan Agreement, the Security Interest created hereunder in favour of the Security Trustee shall become enforceable upon the occurrence of an Event of Default.

- (2) General Enforcement Powers:

Subject to the provisions of Clause 21 of the Loan Agreement, at any time after the Security Interest shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Deed, the Secured Parties shall take all enforcement actions in accordance with Applicable Law. The Secured Parties may,

- (a) declare all or part of the Secured Obligations to be immediately due and payable, whereupon they shall become so due and payable;
- (b) sell, convert into money or otherwise deal with or dispose of the Mortgaged Property or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Security Trustee may consider fit;
- (c) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Laws;
- (d) appoint by writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Property, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by the Secured Parties or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) enter into and upon and take possession of the Mortgaged Property and after the taking of such action the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Secured Parties quietly to possess, use and enjoy the same and to receive the income, profits and

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benefits thereof without interruption or hindrance by the Mortgagor or by any Person or Persons whomsoever; and

- (f) take all such other action expressly or impliedly permitted under this Deed or in the other Finance Documents or permitted under the Applicable Laws.

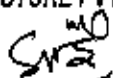

### 13. EXPENSES

- 13.1 All expenses incurred by the Secured Parties after occurrence of an Event of Default in connection with preservation or protection of the Mortgaged Property and collection of amounts due to the Secured Parties shall be payable by the Mortgagor in accordance with the Loan Agreement shall form part of the Secured Obligations and shall stand secured under these presents.

### 14. SALE WITHOUT INTERVENTION OF COURT

It is hereby agreed and declared as follows: -

- (a) Following the occurrence of an Event of Default which is not cured within the Cure Period provided under the Loan Agreement, it shall be lawful for the Secured Parties at any time without any further consent of the Mortgagor, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Property either by public auction or private contract, and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Parties may deem proper, with power to buy or obtain assignment of the Mortgaged Property at any sale and to resell or reassign the Mortgaged Property at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Property without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the Person or Persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Property without the intervention of the court within the meaning of Section 69 of the Transfer of Property Act, 1882;
- (b) No purchaser or other Person dealing with the Secured Parties and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Sub-section (a) has happened or whether any default has been made in payment of any moneys intended to be hereby secured subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall, as regards the safety and protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual;
- (c) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this Security Interest as if the same were incorporated herein; and

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- (d) Upon any such sale /assignment as aforesaid the receipt by the Secured Parties of the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

## 15. TRANSFER OF PROPERTY ACT

(a) **Section 67A**

The provisions of Section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents.

(b) **Continued Possession**

It shall be lawful for the Mortgagor to continue to retain possession of and the Mortgagor may use the Mortgaged Property in accordance with the Finance Documents (including any disposal expressly permitted and subject to the terms of the Finance Documents) until the Secured Parties shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

(c) **Section 65A**

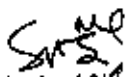

The provisions of Section 65A of the Transfer of Property Act, 1882 shall not apply to this Deed. The Mortgagor shall, while in lawful possession of the Mortgaged Property, has no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Trustee.

## 16. APPOINTMENT OF RECEIVER

- A. Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Secured Parties at any time after the Security hereby constituted shall have become enforceable may by writing appoint a receiver of the Mortgaged Property or any part thereof one or more Persons, entities or any Authorised Officer(s) of such Person ("Receiver") and may remove any Receiver so appointed and appoint another in his stead.

B. **Status, Powers and Remuneration of Receiver: -**

- (a) Appointment of any Receiver may be made either before or after the Secured Parties shall have entered into or taken possession of the Mortgaged Property;
- (b) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Parties set forth herein or under Applicable Laws or as the Secured Parties may think expedient including the following rights, powers and authorities: -

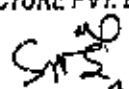

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- (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings and enforce any order or judgement in the name of the Mortgagor or otherwise as the Receiver shall consider fit;
- (ii) to make any arrangement or compromise between the Mortgagor and any other Person or pay any compensation or incur any obligation which the Secured Parties or the Receiver shall consider fit;
- (iii) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Property on such terms (with or without security) as the Receiver or the Secured Parties shall consider fit and so that, with the prior written consent of the Secured Parties, any such security may be or include a charge on the whole or any part of the Mortgaged Property ranking wholly or partly in priority to or *pari passu* with the security created hereunder;
- (iv) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, or managing or otherwise dispose of any part of the Mortgaged Property in such manner and generally on such terms and conditions as the Secured Parties or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;
- (v) to redeem any prior encumbrances and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (vi) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor or relating in any way to the Mortgaged Property or any part thereof;
- (vii) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property or any part thereof as the Receiver shall consider fit;
- (viii) to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Property against loss or damage by such risks and contingencies in such manner and in all respects as set out in the Finance Documents, and to maintain,

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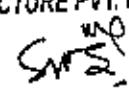

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renew or increase any insurance or insurances in respect of such property or assets;

- (ix) to promote the formation of companies with a view to purchasing all or any of the Mortgaged Property;
  - (x) to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Parties or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Property;
  - (xi) to exercise all such other power and authority as the Secured Parties shall consider fit to confer and so that the Secured Parties may in relation to such part of the Mortgaged Property as is the subject of the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and
  - (xii) in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Mortgagor shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Deed.
- (c) Unless otherwise directed by the Secured Parties such Receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Laws vested in the Secured Parties;
  - (d) Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Parties;
  - (e) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Secured Parties may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Property;
  - (f) The Secured Parties shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall not in any way be liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Mortgagor shall or shall not be in liquidation;
  - (g) All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Article;

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- (h) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor, and the Mortgagor shall be solely responsible for such Receiver's acts and defaults and for his remuneration.

**17. NOT MORTGAGEE-IN-POSSESSION**

The Mortgagor does hereby expressly agree with the Secured Parties that neither the Secured Parties nor any Receiver appointed as aforesaid shall, by reason of the Secured Parties or such Receiver entering into or taking possession of the Mortgaged Property or any part thereof, be liable to the Mortgagor to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

**18. PROTECTION OF SECURED PARTIES: LIMITATION OF LIABILITY**

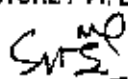
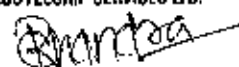
Neither the Secured Parties nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretions and trusts that may be vested in the Secured Parties.

**19. COSTS AND EXPENSES**

- (a) The Mortgagor shall pay or reimburse to the Secured Parties all fees for services performed by the Secured Parties, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Parties, their officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Parties on exercise of any rights, remedies or powers granted hereunder or under any other Finance Documents.
- (b) The Mortgagor shall pay all legal fees for drafting, stamping and registration of this Deed, costs, charges and expenses of the external legal counsel of the Secured Parties and all such sums incurred or paid by the Secured Parties or any of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defence of the rights of the Secured Parties as for the protection and preservation of whole or any part of the Mortgaged Property.

**20. INDEMNITY**

The Secured Parties and every Receiver, attorney, manager, agent or other Person appointed by them shall be entitled to be indemnified out of the Mortgaged Property in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof, costs, claims and demands in respect of any matter or thing done or omitted to be done in anyway relating to the Mortgaged Property.

<b>Mortgagor</b>  <b>CELERITY INFRASTRUCTURE PVT. LTD.</b>   <b>Authorised Signatory</b>	<b>Security Trustee</b>  <b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b>   <b>AUTHORISED SIGNATORY</b>
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Approved for Release by NSA on 08-25-2014 pursuant to E.O. 13526

Approved for Release by NSA on 08-25-2014 pursuant to E.O. 13526

**21. ATTORNEY**

The Mortgagor hereby appoints the Secured Parties as well as the Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of all or any of the powers by these presents or by Applicable Laws conferred on the Secured Parties or any Receiver appointed by the Secured Parties and also to execute on behalf of the Mortgagor at the cost of the Mortgagor the powers hereunder or by Applicable Laws conferred on the Secured Parties or any Receiver appointed by it and also to execute on behalf of the Mortgagor at the cost of the Mortgagor such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Mortgagor shall bear the expenses that may be incurred by the Secured Parties or any Receiver in that behalf.

**22. APPLICATION OF MONIES**

All monies received by the Secured Parties or any Receiver appointed under these presents whether prior to or as a result of the enforcement of the Security Interest constituted hereunder shall be held upon trust and shall be deposited in such account as shall be specified by the Secured Parties and applied by the Secured Parties in accordance with the provisions of the Finance Documents.

**23. LIABILITY TO SECURED PARTIES FOR DEFICIENCY**

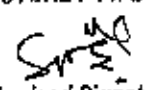
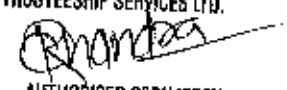
The Mortgagor shall remain liable to the Secured Parties for any deficiency in the event the monies received by the Secured Parties or the Receiver hereunder are insufficient to discharge the Secured Obligations.

**24. WAIVER**

**(1) No implied waiver or impairment**

No delay or omission of the Secured Parties or any Receiver in exercising any right, power or remedy accruing of it upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Secured Parties or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Secured Parties in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Secured Parties herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Laws or equity or in any of the other Finance Documents.

**(2) Express Waiver**

<b>Mortgagor</b>  <b>CELERITY INFRASTRUCTURE PVT. LTD.</b>   <b>Authorised Signatory</b>	<b>Security Trustee</b>  <b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b>   <b>AUTHORISED SIGNATORY</b>
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A waiver or consent granted by the Secured Parties under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## 25. MISCELLANEOUS

### (a) Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Parties and the Mortgagor, if any discharge or payment in respect of the Secured Obligations by the Mortgagor or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Laws or for any other reason, the Secured Parties shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

### (b) Amendment

The Parties may amend or supplement the terms of this Deed by mutual agreement in writing.

### (c) Other Remedies

The rights and remedies conferred upon the Security Trustee, under this Deed:

- (i) shall not prejudice any other rights or remedies to which the Secured Parties may, independently of this Deed, be entitled; and
- (ii) shall not be prejudiced by any other rights or remedies to which the Secured Parties may, independently of this Deed, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Secured Parties.

### (d) No Legal Title for the Secured Parties

The Secured Parties shall not have any legal title to any part of the Mortgaged Property; provided however, that the Secured Parties 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 Secured Parties in and to the Mortgaged Property or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Secured Parties to an accounting or to the transfer to it of legal title to any part of the Mortgaged Property.

## 26. PROVISIONS SEVERABLE

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

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<p>Mortgagor</p> <p><b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p><i>SMS</i></p> <p>Authorised Signatory</p>	<p>Security Trustee</p> <p>FOR IDBI TRUSTEESHIP SERVICES LTD.</p> <p><i>[Signature]</i></p> <p>AUTHORISED SIGNATORY</p>
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AMERICAN REVOLUTION

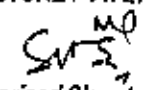
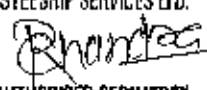
AMERICAN REVOLUTION




## 27. GOVERNING LAW AND JURISDICTION

This Deed shall be construed in accordance with the prevailing laws of India. The Parties agree that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

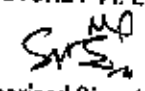

IN WITNESS WHEREOF the Mortgagor and the Security Trustee have caused these presents to be executed by its duly authorised representatives on the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named <b>CELERITY INFRASTRUCTURE PRIVATE LIMITED</b>	Accepted and Acknowledged by <b>IDBI TRUSTEESHIP SERVICES LIMITED</b> as the Security Trustee,
<b>CELERITY INFRASTRUCTURE PVT. LTD.</b>  <b>Authorised Signatory</b>	<b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b>  <b>AUTHORISED SIGNATORY</b>
through its duly authorized official Mr. S. J. Raza pursuant to a resolution passed by the Board of Directors at the meeting held on 07 July, 2018	Mr. Rajesh Chandra Designation: Authorised Signatory

Witnesses:

1.   
Bobby Sharma, Vill- Allahabad PH-II, Noida.
2. DHARMENDRA DHAMA  
Shastri Nagar, Ghaziabad.



<b>Mortgagor</b>  <b>CELERITY INFRASTRUCTURE PVT. LTD.</b>  <b>Authorised Signatory</b>	<b>Security Trustee</b>  <b>FOR IDBI TRUSTEESHIP SERVICES LTD.</b>  <b>AUTHORISED SIGNATORY</b>
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## SCHEDULE 1

### Details of Mortgaged Property/Celerity Project Land

A residential project under the name and style 'ATS Pristine Golf Villas' over a land parcel total admeasuring 1,29,701.81 Sq. Mtrs. (32.05 Acres) comprised of plots bearing numbers SC-01/C (18,000 Sq. Mtrs.), SC-01/C-A2 (12,000 Sq. Mtrs.), SC-01/C-A4 (8,000 Sq. Mtrs.), SC-01/C-A6 (14,000 Sq. Mtrs.), SC-01/C-A11 (22,400.84 Sq. Mtrs.) and SC-01/C-A12 (55,300.97 Sq. Mtrs.), situated in Sector 150, Noida as part of Scheme 2010-2011 (Sports City-II), NOIDA.

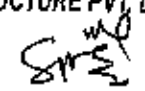

① Bobby Sharma  




② DHARMENDRA DHAMA





<p>Mortgagor</p> <p><b>CELERITY INFRASTRUCTURE PVT. LTD.</b></p> <p> Authorized Signatory</p>	<p>Security Trustee</p> <p>FOR IDBI TRUSTEESHIP SERVICES LTD.</p> <p> AUTHORISED SIGNATORY</p>
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बही संख्या 1 जिल्द संख्या 9984 के पृष्ठ 271 से 330 तक क्रमांक 8562 पर  
दिनांक 28/11/2018 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
वरिसेन

उप निबंधक : सदर द्वितीय  
गौतम बुद्ध नगर  
28/11/2018

