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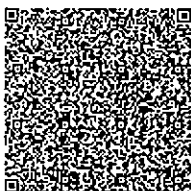
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL29470015326121V
Certificate Issued Date : 03-Jul-2023 04:40 PM
Account Reference : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL96030328123078060676V
Purchased by : VISTRA ITCL INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : VISTRA ITCL INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : VISTRA ITCL INDIA LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

This stamp paper forms an integral part of memorandum of
Entry dated 07/7/2023 executed by Vistra ITCL (India) Limited.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



MORTGAGE BY DEPOSIT OF TITLE DEEDS



1. On the 07th day of July, 2023, Mr. Pradeep Kumar Aggarwal S/o. Pradeep Kumar Aggarwal, an Indian inhabitant, aged 53 years, residing at Pradeep Kumar Aggarwal, Sector 14, Noida, West Delhi - 110016, for and on behalf of **SIGNATURE GLOBAL BUSINESS PARK PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, bearing corporate identification number U70109DL2019PTC346164 and having its registered office at 1309, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi - 110001, India ("Mortgagor") attended the office of **Vistra ITCL (India) Limited**, a company incorporated under the Companies Act, 1956, with corporate identification number U66020MH1995PLC095507, having its registered office at IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and having a branch office at 805, 8th floor, Kailash Building, Barakhamba Road, New Delhi ("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), and delivered to and deposited as and by way of actual delivery with C. Suresh, authorized person of the Debenture Trustee.

- (a) the documents of title, evidences, deeds and writings specified in Part A of Schedule I ("Title Deeds 1") hereunder written representing the Mortgagor's interest with respect to its rights, title and interest in the mortgaged properties as described in Schedule II ("Mortgaged Properties 1"),
- (b) the documents of title, evidences, deeds and writings specified in Part B of Schedule I ("Title Deeds 2") hereunder written representing the Mortgagor's interest with respect to its rights, title, interest in the immovable properties as described in Part B of Schedule II ("Mortgaged Properties 2").

in order to secure the Obligations under the debenture trust deed dated April 11, 2022 executed by and between, *inter alia*, Mortgagor and the Debenture Trustee as amended and restated vide amended and restated debenture trust deed dated 07/07/2023 ("2023 DTD"), by way of first and exclusive charge over the Mortgaged Properties.

Mortgaged Properties 1 and Mortgaged Properties 2 are hereinafter collectively referred to as the "Mortgaged Properties".

Title Deeds 1 and Title Deeds 2 are hereinafter collectively referred to as the "Title Deeds".

2. Whilst making the deposit of the Title Deeds, Mr. Pradeep Kumar Aggarwal the authorized signatory of the Mortgagor, under the resolution of the board of the Mortgagor dated 12th June, 2023 stated as follows:

- (a) That **Mortgagor** had, pursuant to the 2023 DTD, issued and allotted 4,00,000 (Four Lakh Only) debentures, each having a face value of INR 10,000 (Indian Rupees Ten Thousand Only), for an amount of INR 400,00,00,000 (Indian Rupees Four Hundred Crore Only) (the "Debentures"), to HDFC Capital Affordable Real Estate Fund - 3 ("Investor").
- (b) The Mortgagor was desirous of creating a first and exclusive charge over the Mortgaged Properties in favour of the Debenture Trustee (acting for and on behalf of the Investor under the 2023 DTD) in order to secure all the Debentures issued under the 2023 DTD, together all monies, interest, coupon, additional interest and/or other amounts payable in respect thereof, under the 2023 DTD.
- (c) Accordingly, to create the first and exclusive charge over the Mortgaged Properties in favour of the Debenture Trustee (acting for and on behalf of the Investor) under the 2023



DTD), Mr. Pradeep Kumar Aggarwal, being the authorized signatory of the Mortgagor, attended the office of the Debenture Trustee on July 07, 2023 and met with Mr. C. Suresh, the authorized representative of the Debenture Trustee and delivered to and deposited as and by way of actual delivery with Mr. C. Suresh authorized representative of the Debenture Trustee, the Title Deeds and confirmed that the security over the Mortgaged Properties would stand created in favour of the Debenture Trustee (acting for and on behalf of the Investor under the 2023 DTD), to secure the SGIL Debentures issued under the 2023 DTD, together all monies, interest, coupon, additional interest and/or other amounts payable in respect thereof, under the 2023 DTD.

3. The Mortgagor has further stated as follows:

- (a) The Mortgagor is the sole and absolute owner of, and otherwise well and sufficiently entitled to, the free hold rights of the Mortgaged Properties (more particularly detailed in **Schedule II** hereto) and the Mortgagor has a good, clear and marketable title of the Mortgaged Properties and the Mortgagor has not received any adverse claim in respect thereof.
- (b) The deposit of the said Title Deeds is being made by the Mortgagor with an intent to create a security by way of mortgage by physical delivery by way of deposit of Title Deeds of the Mortgaged Properties in favour of the Debenture Trustee, to secure the due repayment and discharge of the Obligations of Mortgagor pursuant to the 2023 DTD.
- (c) That the Title Deeds so deposited are valid and in full force and effect, and are the only documents of title relating to the Mortgaged Properties of the Mortgagor and that there are no other documents, deeds and/or writings relating to the Mortgaged Properties in the possession of the Mortgagor.
- (d) That the Mortgagor has obtained all requisite consents/ permissions to mortgage and charge its interests in respect to the Mortgaged Properties in favour of the Debenture Trustee and the Mortgagor is in compliance with all applicable Laws.
- (e) Except as may be permitted by the Debenture Trustee and stated herein, the Mortgaged Properties are 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/is not subject to any lien, *lis pendens*, attachment or any other process issued by any court or Governmental Authority and that the Mortgagor has not created any trust in respect thereof and that the said Mortgaged Properties are in the exclusive, uninterrupted and undisturbed possession, occupation and enjoyment of the Mortgagor, and no adverse claim has been made against the Mortgagor in respect of the said Mortgaged Properties 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 Mortgagor under the Income Tax Act, 1961 or under any other Law in force in India for the time being and that no notice has been received or served on the Mortgagor under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and/ or under any other Law and that there is no pending attachment whatsoever issued or initiated against the said Mortgaged Properties or any part thereof.

4. Mr. C. Suresh, the authorized person of the Debenture Trustee, accepted the deposit of the Title Deeds, on behalf of the Debenture Trustee, for the purpose of creation of mortgage by physical delivery of Title Deeds by way of first and exclusive charge.

Unless otherwise defined, the capitalized terms used herein shall have the meaning ascribed to them in the 2023 DTD.

SCHEDULE I

PART A

DETAILS OF TITLE DEEDS 1

1. ✓ Original Sale Deed dated 06/05/2022 executed by Mrs. Mira Khushalani in favour of M/s Signatureglobal Business Park Pvt. Ltd with respect to land admeasuring 19 Kanal 3 Marla comprised in Khewat No.51/53, Rect.No. 35, Killa no. 18 (2-8), 19(2-6), 21/2(0-1), 22/1/2 (2-4), 22/2/2 (0-17), 22/3 (2-14), 23 (7-3), 24 (1-10) situated at Village Ghamroj, Sub-Tehsil Sohna, District Gurgaon, Haryana

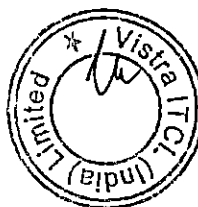
The said Deed is duly registered as Document No. 1153 in Addl. Book No.1, registered at the Office of Sub-Registrar, Sohna on 06/05/2022

2. ✓ Original Sale Deed dated 14/07/2022 executed by Mr. H.L. Khushalani in favour of M/s Signatureglobal Business Park Pvt. Ltd with respect to land admeasuring 33 Kanal 15 Marla comprised in Rect.No. 37, Killa No. ½ (0-14), 2(8-0), 3(8-0), 4(7-9), 9(8-0), 10(1-12) situated at Village Ghamroj, Sub-Tehsil Sohna, District Gurgaon, Haryana

The said Deed is duly registered as Document No. 3764 in Addl. Book No.1, registered at the Office of Sub-Registrar, Sohna on 14/07/2022.

3. ✓ Original Rectification Deed dated 14/07/2022 executed by Mrs. Mira Khushalani in favour of M/s Signatureglobal Business Park Pvt. Ltd whereby rectified the ownership i.e. Mr. H.L. Khushalani instead of Mrs. Mira Khushalani with respect to land admeasuring 33 Kanal 15 Marla comprised in Rect.No. 37, Killa No. 1/2 (0-14), 2(8-0), 3(8-0), 4(7-9), 9(8-0), 10(1-12) situated at Village Ghamroj, Sub-Tehsil Sohna, District Gurgaon, Haryana

The said Deed is duly registered as Document No. 3705 in Addl. Book No.1, registered at the Office of Sub-Registrar, Sohna on 14/07/2022.



PART B

DETAILS OF TITLE DEEDS 2

- a) ✓ Certified copy of revenue records viz. Jamabandi, Mutation etc. with respect to the Mortgaged Properties 2.
- b) ✓ Certified true copy of agreement dated 15/04/1987 executed by and between M/s Esquire Agro Farms through its Partner Mr. Amrit Narain (First Party) and Mr. Pradeep Khanna & Ms. Usha Khanna (Second Party) with respect to land admeasuring 28 Kanal 7 Marla comprised in Rect.No. 254, Killa No. 22, Rect.No. 261, Killa No. 2/1-2, 9 & 12(min) situated in the revenue estate of Village Bhondsi, Tehsil Sohna, District Gurugram, Haryana.
- c) ✓ Certified true copy of sale Deed dated 13/11/1987 executed by M/s Esquire Agro Industries Pvt. Ltd. through GPA Mr. A.K. Sehgal (vide GPA bearing Vasika No. 853 dated 11/11/1986) in favour of Mr. Pradeep Khanna & Ms. Usha Khanna with respect to land admeasuring 11 Kanal 17 Marla being 51/112 share of land admeasuring 26 Kanal 0 Marla comprised in Mustatil No. 261, Killa No. 8/1(4-0), 9(8-0), 10/1(6-0), 12(8-0) situated in the revenue estate of Village Bhondsi, Tehsil Sohna, District Gurugram, Haryana.

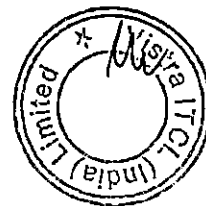
The Sale Deed is duly registered as Document No. 1073 registered on 13/11/1987 at the Office of the Sub-Registrar, Sohna.

- d) ✓ Certified true copy of sale Deed dated 13/11/1987 executed by Ms. Renu Mehra through GPA Mr. A.K. Sehgal (vide GPA bearing Vasika No. 854 dated 11/11/1986) in favour of Mr. Pradeep Khanna & Ms. Usha Khanna with respect to land admeasuring 16 Kanal 0 Marla comprised in Khata No. 8, Mustatil No. 254, Killa No. 22(8-0), Mustatil No. 261, Killa No. 2/1(4-0), 2/2(4-0) situated in the revenue estate of Village Bhondsi, Tehsil Sohna, District Gurugram, Haryana.

The Sale Deed is duly registered as Document No. 1072 registered on 13/11/1987 at the Office of the Sub-Registrar, Sohna.

- e) ✓ Original Sale Deed dated 10/11/2022 executed by Mr. Pradeep Khanna & Ms. Usha Khanna in favour of M/s. Signatureglobal Business Park Private Limited with respect to land admeasuring 27 Kanal 17 Marla comprised in Khewat/ Khata No. 472/543, Mustatil No. 261, Killa No. 2/2(4-0) (full share), Khewat/ Khata No. 998/1169, Mustatil No. 254, Killa No. 22(8-0), Mustatil No. 261, Killa No. 2/1(4-0) (full share) and $\frac{3}{4}$ share in the land comprised in Khewat/ Khata No. 1040/1271, Mustatil No. 261, Killa No. 8/1(4-0), 9/1(3-16), 12(8-0) being 11 Kanal 17 Marla situated in the revenue estate of Village Bhondsi, Tehsil Sohna, District Gurugram, Haryana.

The Sale Deed is duly registered as Document No. 8268 registered on 10/11/2022 at the Office of the Sub-Registrar, Sohna.



SCHEDULE II

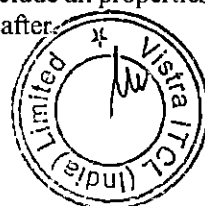
PART A

DESCRIPTION OF THE MORTGAGED PROPERTIES 1

All that piece and parcel of land admeasuring 6.6125 Acres, Village Ghamroj, Tehsil Sohna and District Gurugram, Haryana, India, details of which are specified below:

Sl. No.	Owners	Village	Rect. No.	Killa No.	Area	
					Kanal	Marla
1	M/s Signatureglobal Business Park Pvt. Ltd.	Ghamroz, Tehsil Sohna, Haryana	37	3	8	0
				1/2	0	14
				2	8	0
				4	7	9
				9	8	0
				10	1	12
				Total	33	15
2	M/s Signatureglobal Business Park Pvt. Ltd.	Ghamroz, Tehsil Sohna, Haryana	35	18	2	8
				19/1	2	6
				21/2	0	1
				22/1/2	2	4
				22/2/2	0	17
				22/3	2	14
				23	7	3
				24	1	10
				Total	19	3
		Grand Total			52 Kanal 18 Marla OR 6.6125 Acres	

together with all buildings, structures, flats, units, erections and constructions executed and immoveable properties of every description which are standing, erected or attached or shall at appropriate or any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid Mortgaged Properties 1 or any part thereof, over all rights, title and interest in Mortgaged Properties 1 and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever in the Mortgaged Properties 1 or premises or any part thereof presently in existence or in the future belonging to or in any way appurtenant thereto and all the estate, right, title, interest, property, insurance policies, and claim and demand whatsoever of the Mortgaged Properties 1 and upon Mortgaged Properties 1 which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.



PART B

DESCRIPTION OF THE MORTGAGED PROPERTIES 2

All that piece and parcel of land admeasuring 3.48125 Acres, Village Bhondsi, Tehsil Sohna, District Gurugram, Haryana, India, details of which are specified below:

RECTANGLE NO.	KILLA NO.	KANAL	MARLA	SHARE
254	22	8	0	Full Share i.e. 16 Kanal 0 Marla
261	2/1	4	0	
	2/2	4	0	
	Total	16	0	
261	8/1	4	0	¾ share i.e. 11 Kanal 17 Marla
	9/1	3	16	
	12	8	0	
	Total	15	16	
GRAND TOTAL				27 Kanal 17 Marla OR 3.48125 Acres

together with all buildings, structures, flats, units, erections and constructions executed and immoveable properties of every description which are standing, erected or attached or shall at appropriate or any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid Mortgaged Properties 2 or any part thereof, over all rights, title and interest in Mortgaged Properties 2 and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever in the Mortgaged Properties 2 or premises or any part thereof presently in existence or in the future belonging to or in any way appurtenant thereto and all the estate, right, title, interest, property, insurance policies, and claim and demand whatsoever of the Mortgaged Properties 2 and upon Mortgaged Properties 2 which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.



Dated this 07th day of July, 2023 by:

(Signature)

Name: C. Suresh

Designation: Authorised Signatory of Vistra ITCL (India) Limited

Place: New Delhi

For Vistra ITCL (India) Limited

Authorised Signatory