



GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of Registration for Modification of charge

[Pursuant to section 79(b) of the Companies Act 2013 and sub-rule (2) of rule 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: **U74899HR1998PLC054821**

Name of the company: **VATIKA LIMITED**

Charge Identification Number: **10469557**

SRN: **H41901778**

REF.: Modification of charge dated 2013-12-30 modified on 2018-12-06 made between VATIKA LIMITED (OF THE ONE PART) and HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED (OF THE OTHER PART)

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge has been modified in the following manner:

As per the attachments

and the above modification has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at New Delhi this fourteenth day of January two thousand nineteen.

DS Ministry of
Corporate Affairs
(Govt of India) 28

Registrar of Companies

Ro C - Delhi

Mailing Address as per record available in Registrar of Companies office:

VATIKA LIMITED

Vatika Triangle, 4th Floor, Sushant Lok, Phase I, Block A, Mehrauli - Gurgaon Road,
Gurgaon, Gurgaon, Haryana, India, 122002



For VATIKA LIMITED

Authorised Signatory

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : H41901778

Service Request Date : 14/01/2019

Payment made into : ICICI Bank

Received From :

Name : SECRETARIAL DEPARTMENT

Address : Vatika Triangle
Sushant Lok -I
Gurgaon, Haryana
India - 122002

Entity on whose behalf money is paid

CIN: U74899HR1998PLC054821

Name : VATIKA LIMITED

Address : Vatika Triangle, 4th Floor, Sushant Lok
Phase I, Block A, Mehrauli - Gurgaon Road
Gurgaon, Haryana
India - 122002

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form CHG-1	Normal	600.00
	Additional	1200.00
Total		1800.00

Mode of Payment: Credit Card- ICICI Bank

Received Payment Rupees: One Thousand Eight Hundred Only

Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

For VATIKA LIMITED

Authorised Signatory

FORM NO. CHG-1

[Pursuant to sections 77,78 and 79 and pursuant to Section 384 read with 77,78 and 79 of the Companies Act, 2013 and Rule 3(1) of the Companies (Registration of Charges) Rules 2014]



Application for registration of creation, modification of charge (other than those related to debentures) including particulars of modification of charge by Asset Reconstruction Company in terms of Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (SARFAESI)

Form language ☒ English ☐ Hindi

Refer the instruction kit for filing the form.

1. (a) Corporate identity number (CIN) or foreign company registration number (FCRN) of the company

U74899HR1998PLC054821

Pre-fill

- (b) Global location number (GLN) of company

2. (a) Name of the company

VATIKA LIMITED

- (b) Address of the registered office or the principal place of business in India of the company

Vatika Triangle, 4th Floor, Sushant Lok
Phase I, Block A, Mehrauli - Gurgaon Road
Gurgaon
Gurgaon
Haryana

- (c) email id of the company

secretarial@vatikagroup.com

3. (a) This form is for registration of

☐ Creation of charge ☒ Modification of charge

- (b) Charge ID of the charge to be modified

10469557

4. Whether the applicant is

☒ The Company ☐ The charge holder

5. Whether the form is being filed

- (i) *Beyond 30 days but within 300 days from the date of creation or modification

☐ Yes ☒ No

- (iii) Beyond 300 days ☐ Yes ☒ No

(If the delay of the Form is filed beyond 300 days, the application will be required to be made to Central Government for extension of any further time)

6. (a) Whether charge is modified in favour of asset reconstruction company (ARC) or assignee

☐ Yes ☒ No

7. (a) Date of the instrument creating or modifying the charge

06/12/2018

(DD/MM/YYYY)

- (b) * Nature, description and brief particulars of the instrument(s) creating or modifying the charge

As per Supplemental and Amendatory Agreement and Declaration by Director attached

- (c) *Whether charge is created or modified outside India

☐ Yes ☒ No

For VATIKA LIMITED

Authorised Signatory

8. Type of charge

*(a) A charge on

- | | |
|--|--|
| <input type="checkbox"/> Uncalled share capital | <input type="checkbox"/> Calls made but not paid |
| <input checked="" type="checkbox"/> Immovable property or any interest therein | <input type="checkbox"/> Movable property |
| <input type="checkbox"/> Floating charge | <input type="checkbox"/> Motor Vehicle (Hypothecation) |
| <input type="checkbox"/> Any property for securing the issue of secured deposits | <input type="checkbox"/> Goodwill |
| <input type="checkbox"/> Patent | <input type="checkbox"/> Licence under a patent |
| <input type="checkbox"/> Trade mark | <input type="checkbox"/> Copyright |
| <input type="checkbox"/> Book debts | <input type="checkbox"/> Ship or any share in a ship |
| <input type="checkbox"/> Solely of Property situated outside India | <input checked="" type="checkbox"/> Others |

(b) If others, specify

Receivables from various projects

9. (a) Whether consortium finance is involved ☐ Yes ☒ No

(b) Whether joint charge is involved ☐ Yes ☒ No

(c) Number of charge holder(s)

1

(Note: Please attach a complete list of charge holders, details of their extent to the charge, particulars of property charged, amount secured etc.)

10. Particulars of the charge holder (In case charge is modified in favour of ARC or assignee, enter the particulars of ARC or assignee)

Category

Financial institution

Get list of chargeholders

Name Others

In case of others, specify

CIN, if applicable

L70100MH1977PLC019916

Pre-fill

*Name

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

Address *Line I

RAMON HOUSE 169 BACKBAY RECLAMATION

Line II

H T PAREKH MARG

*City

MUMBAI

*State

Maharashtra

*ISO country code

IN

Country

*Pin code

400020

* e-mail id

investorcare@hdfc.com

* Whether charge holder is having a valid Income Tax PAN

☒ Yes ☐ No

Income tax-Permanent Account Number (PAN)

AAACH0997E

BSR Code / Branch Code

For VATIKA LIMITED

Authorised Signatory

11.(a) Amount secured by the charge (in Rs.)

3,500,000,000.00

(In case the amount is in foreign currency, rupee equivalent to be stated)

(In case of modification/ rectification of charge, enter the amount secured by the charge after such modification)

(b) Amount secured by the charge in words

(c) In case amount secured by the charge is in foreign currency, mention details

For VATIKA LIMITED

Authorised Signatory

12. Brief particulars of the principal terms and conditions and extent and operation of the charge

(a) Date of Creating Security Interest by actual/ constructive deposit of title deeds within bank/ housing finance company

(DD/MM/YYYY)

(b) Borrower's customer/account number

(c) Rate of interest

CPLR minus 375 basis points i.e. at present rate of interest is 14.35 % p.a.

(d) Repayment term (in months)

As per MasterFacilityAgreement

(e) Terms of Repayment

As mentioned in Schedule II of the attached Master facility Agreement dated December 30, 2013 executed between Vatika Limited and Housing Development Finance Corporation Limited

(f) Nature of facility

(g) Date of Disbursement

(DD/MM/YYYY)

(h) Miscellaneous narrative information

(i) Margin

N.A.

(j) Extent and operation of the charge

All and any receivables including sale proceeds arising out of the following land (1)admeasuring 591.36 acres of land designated for the project in the name and style of "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana (2) "Vatika City"at Sohna

(k) Others

For VATIKA LIMITED

Authorised Signatory

13. In case of acquisition of property, subjected to charge, furnish the details relating to the existing charge on the property so acquired

(a) Date of instrument creating or evidencing the charge (DD/MM/YYYY)

(b) Description of the instrument creating or evidencing the charge

(c) Date of acquisition of the property (DD/MM/YYYY)

(d) Amount of the charge (in Rs.)

(e) Particulars of the property charged

14. Short particulars of the property or asset(s) charged (including complete address and location of the property)

All and any receivables including sale proceeds arising out of the following land (1) admeasuring 591.36 acres of land designated for the project in the name and style of "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana (2) "Vatika City" at Sohna Road, Gurgaon and construction thereon present & future along with unsold area of 24,257 sqft in the project (3) "Vatika Infotech City" Project admeasuring 527.51 acres comprising of "Vatika City", "Urban Woods" and Jaipur 21" at Jaipur- Ajmer Road, Jaipur and construction thereon both present and future and all entitlements emanating therefrom. Mortgage of the following land (1) admeasuring 50.25 acres of land designated for the project in the name and style of "Vatika India Next" situated at Sector 81,

☒ Plot Unit ☐ Dwelling Interest

Evaluated Price of Asset as on Security interest Creation date	<input type="text" value="3,575,000,000.00"/>
Nature of Property	<input type="text" value="As per MasterFacilityAgreement"/>
PLOT ID Number	<input type="text" value="As per MasterFacilityAgreement"/>
*Survey No. / Gat No. etc.	<input type="text" value="As per MasterFacilityAgreement"/>
Street Number & Name	<input type="text" value="As per MasterFacilityAgreement"/>
Sector /Block Number	<input type="text" value="As per MasterFacilityAgreement"/>
Locality	<input type="text" value="As per MasterFacilityAgreement"/>
Landmark	<input type="text" value="As per MasterFacilityAgreement"/>
Village/Town Name	<input type="text" value="As per MasterFacilityAgreement"/>
Taluka	<input type="text" value="As per MasterFacilityAgreement"/>
District	<input type="text" value="HR05"/>
State	<input type="text" value="Haryana-HR"/>
Pin Code	<input type="text" value="122004"/>
*Latitude	<input type="text" value="As per MasterFacilityAgreement"/>
*Longitude	<input type="text" value="As per MasterFacilityAgreement"/>
Area of plot (Sq. feet, Sq. meter, Acre, Gunta, Cents, Hectares)	<input type="text" value="As per MasterFacilityAgreement"/>

For VATIKA LIMITED

Authorised Signatory

Bounded by			
By North	<input type="text"/>	By South	<input type="text"/>
By East	<input type="text"/>	By West	<input type="text"/>

*Survey number, GAT number, Khesra number, Khweta number, Mouza number, Phase number or any other such similar representation in various states or union territories can be captured in this field.

(All the fields should be captured as appearing in the revenue record, flat no, house no, Municipal Office/Municipal Corporation/ Grampanchayat are to be specified and also the area of the immovable property as well as boundaries)

15. Description of the document by which the company acquired the title

Number of title documents deposited by customer

16. (a) Whether any of the property or interest therein under reference is not registered in the name of the company

☐ Yes ☒ No

17.* Date of creation/last modification prior to the present modification

02/08/2018

(DD/MM/YYYY)

18. Particulars of the present modification (please ensure that the correct particulars are entered as the same shall be displayed in the certificate of modification of charge)

As per the attachments

Attachments

1. Instrument(s) of creation or modification of charge;

Attach

4. Optional attachment(s), if any

Attach

List of attachments

Supplementary 200cr 350 cr.pdf
assignment 200cr 350cr.pdf
Declaration 200 and 350cr.pdf

Remove attachment

Declaration

☒ I am authorized by the Board of Directors of the Company vide resolution no * 02 * dated 02/04/2007 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I also declare that all the information given herein above is true, correct and complete and as per the attached charge instrument(s) or documents(s) and nothing material has been suppressed. A copy of the attached charge instrument(s) or document(s) is/are available at the registered office or principal place of business in India of the company.

For VATIKA LIMITED

Authorized Signatory

To be digitally signed by

Director or manager or secretary or CEO or CFO (In case of an Indian company)
or an authorised representative (In case of a foreign company)



Designation

Director

DIN of the director; PAN of the manager or CEO or CFO or authorised
representative; or membership number of company secretary

06736570

Declaration

- ☒ I/ we confirm that the attached charge instrument(s) or document(s) is/ are true copies of the original which is/are available with the charge holder and/ or assignee and all the information and particulars mentioned above are derived there from are concisely and correctly stated. I/ we am/ are duly authorised to sign this form.
- ☐ I/ we am/are a multilateral/International financial institution who has/have been exempted from payment of income tax in India under the UN Privileges and Immunities Act.

To be digitally signed by

Charge holder

AAACH0997E



PAN of the Charge holder

To be digitally signed by

ARC or assignee

PAN of the ARC or assignee

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- All the required attachments have been completely and legibly attached to this form.

To be digitally signed by



- ☐ Chartered accountant (in whole-time practice); or
- ☐ Cost accountant (in whole-time practice); or
- ☒ Company secretary (in whole-time practice)

Whether associate or fellow

☒ Associate

☐ Fellow

Membership number

30155

Certificate of Practice number

19309

Note: Attention is also drawn to provisions of Section 447, section 448 and 449 of the Companies Act, 2013 which provide for punishment for fraud, punishment for false statement and punishment for false evidence respectively.

Modify

Check Form

Prescrutiny

Submit

For VATIKA LIMITED

Authorised Signatory

For office use only:

eForm Service request number (SRN)

eForm filing date

(DD/MM/YYYY)

Digital signature of the authorising officer

This e-form is hereby registered

Confirm Submission

Date of signing

(DD/MM/YYYY)

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company

For VATIKA LIMITED


Authorised Signatory



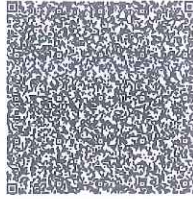
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL12113542543003Q
Certificate Issued Date	: 04-Dec-2018 07:16 PM
Account Reference	: IMPACC (IV)/ dl804303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL80430329034989709923Q
Purchased by	: VATIKA LIMITED
Description of Document	: Article 4 Declaration
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VATIKA LIMITED
Second Party	: HDFC LTD
Stamp Duty Paid By	: VATIKA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

Declaration of Director

Extension of charge by deposit of title documents for their own borrowing

I, Gautam Bhalla, adult Indian Inhabitant, and presently residing at Farm No. 4, HYDE Park, Sultanpur, Mehrauli, New Delhi, do hereby solemnly declare and say as follows:

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

For VATIKA LIMITED

Authorised Signatory

1. I am a Director of **VATIKA LIMITED** a Company governed by the provisions of the Companies Act, 1956 (1 of 1956) and having its registered office at Flat 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi-110019, (hereinafter called "the Borrower") and I am duly authorized by the Board of Directors of the Borrower to make this declaration for and on behalf of the Borrower,
2. I say that the Borrower is seized and possessed of or otherwise well and sufficiently entitled to the lands and other immoveable properties of the Borrower, more particularly described in the Schedule - I hereunder written together with proportionate interest in the land of the Project (as defined in the Facility/Loan Agreement) (hereinafter referred to as "the said Immoveable Property/ies").

I say that the documents of title, evidences, deeds and writings more particularly described in the Part A of Second Schedule hereunder written (hereinafter called "the said Title Documents") in respect of the said Immoveable Property/ies were deposited on the 31st January, 2013; 30th December, 2013 by the Borrower with Housing Development Finance Corporation Limited ("the Lender") acting for itself in order to create security, by way of oral mortgage by deposit of Title Documents on the Immoveable Property/ies of the Borrower, together with proportionate interest in the land of the Project (as defined in the Facility/Loan Agreement)) for securing the due repayment, discharge and redemption of earlier facility/loan of **VATIKA LIMITED** (hereinafter defined as "Borrower") as mentioned in the Annexure attached herewith together with interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies, payable under the respective Facility Agreement/Loan Agreement and other related Transaction Documents.

3. I say that minor corrections were required to be made in the Declaration dated 30th December, 2013 and with that limited intent I make this Declaration on 06th December, 2018. The security interest created in favor of HDFC shall continue unabated and this Declaration shall inure only to the benefit of HDFC.
4. I say that I am authorised to accord and give oral consent on behalf of the Borrower to the Lender [and to hold and retain the said Title Documents more particularly described in the Second Schedule part A hereunder written as and by way of constructive delivery of the said Title Documents of the said Immoveable Property/ies more particularly described in the First Schedule hereunder written together with proportionate interest in the land of the Project (as defined in the Facility Agreement as security also for the due repayment, discharge and redemption of the Borrower's borrowing as mentioned in the Annexure attached herewith, availed or to be availed from the Lender together with interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies, ("Facility/Loan") payable under the Facility

For VATIKA LIMITED

Authorised Signatory

Agreement/Loan Agreement to be entered into by the Borrower with the Lender and as may be amended from time to time.

5. I further state that the Borrower has agreed to create the security interest to secure the Facility/Loan advanced/agreed to be advanced by the Lender as the secured creditor to the Borrower in accordance with the provisions of Section - 58(f) of Transfer of Property Act, 1882.
6. I further state that I am authorized to deposit the said Title Documents with intent to create a mortgage on the Immoveable Property/ies pursuant to the resolution passed by the Board of Directors of the Borrower at their meeting held on the 06.11.2018, and furnished a certified copy of the said resolution/s/authority to Mr. Shardul Vals of the Lender and further stated that the said resolution/s/authorities has/have not been modified, varied or rescinded and that the same is/are in full force and effect.
7. I further state that the said Title Documents as deposited by the Borrower were/are and are the complete and only documents of title relating to the said Immoveable Property/ies and that the Borrower has a clear and marketable title thereto free from encumbrances.
8. I further states that any representation hereunder is valid as on date and, the same being continuing representation relating the said Title Documents and the said Immoveable Property/ies as mentioned in the Schedule hereto.
9. I further state that the representations made hereunder is/are valid and further represent, that the same being continuing representation, that the Borrower is/ are absolute and exclusive owners of and / or sufficiently entitled to seize and posses the said Immoveable Property/ies in exclusion to any other entity / person.
10. I further state and undertake that the Borrower is within its rights to perform the obligations created by deposit of the Title Documents and is not in violation of any Law / Contract / arrangement and further that the creation of security interest and shall not give any third person / Party / entity / authority any right of claim on the said Immoveable Property/ies.
11. I say that the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to the Borrower's said Immoveable Property/ies .
12. I say that the said Immoveable Property/ies of the Borrower is 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/lispendens, attachment or any other process issued by any Court or Authority or any proceedings under Land Acquisition Act, 1894 and that the Borrower has not created any trust in respect thereof and that the said Immoveable Property/ies are in the exclusive

For VATIKA LIMITED

Authorised Signatory

uninterrupted and undisturbed possession and enjoyment of the Borrower since the date of purchase/acquisition thereof and no adverse claim has been made against the Borrower in respect of the said Immoveable Property/ies or any of them or any part thereof and the same are not affected by any notices 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 and that there are no pending attachment whatsoever issued or initiated against the said Immoveable Property/ies or any of them or any part thereof, save and except, as created in favour of the Lender vide Loan Agreement and Supplementary Loan Agreement mentioned hereinabove.

13. I say that the Facility/Loan borrowed/to be borrowed from the Lender is within the borrowing limits of the Borrower as approved by its Board of Directors
14. I say that the board at its board meeting held on 05.11.2018 passed the requisite Resolution under the Companies Act, 1956 approving the borrowing of the Facility/Loan by the Borrower, and security creation of the said Immoveable Property/ies in favour of the Lender.
15. The Borrower has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income-tax, sales tax, Corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Borrower in respect of Sales Tax, Income-tax, Government revenues and other taxes in respect of the said Immoveable Property/ies.
16. I also agree and undertake on behalf of the Borrower to give such declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender.
17. I say that the Borrower has obtained the requisite consent from the Income Tax Authorities pursuant to the provisions contained in Section 281 of the Income-Tax Act, 1961 for the alienation of the Borrower's said Immoveable Property/ies in favour of the Lender.
18. I on behalf of the Borrower assure, agree and declare that the security to be created in favour of the Lender shall enure in respect of the Borrower's said Immoveable Property/ies both present and future and that the documents of title, evidences, deeds and writings in relation to the said Immoveable Property/ies of the Borrower

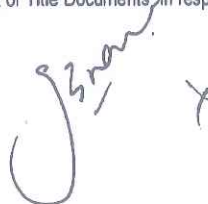
For VATIKA LIMITED

Authorised Signatory


which are to be deposited by deposit of Title Documents in their favour are the only documents of title relating to the said Immoveable Property/ies

19. I, on behalf of the Borrower indemnify for any loss or damage suffered by or to be suffered by or that may be incurred or occasioned to the Lender as a result of the title of the Borrower y to its said Immoveable Property/ies being non-marketable or defective for any reason whatsoever and/or as a result of any breach or default of the terms of the aforesaid undertakings, and also indemnify for all claims, demands, liabilities, obligations, suits actions or proceedings of any kind or nature whatsoever that may be instituted or preferred by any person claiming to be entitled to any right, title, interest in respect of the said immoveable properties which may affect or be deemed to affect the mortgage and charge created/to be created by the Borrower in favour of the the Lender and all costs, charges and expenses that may be incurred by the Lender.
20. I further undertake that no mortgage, charge, lien or other encumbrance whatsoever will be created on the said Immoveable Property/ies with respect to the security interest created in favour of the Lender save and except with the permission of the Lender.
21. I am not aware of any act, deed, matter or thing or circumstance, which prevents the Borrower from charging/ and/or creating security interest/mortgage in favour of the Lender on the said Immoveable Property/ies of the Borrower.

AND I make the aforesaid declaration for and on behalf of the Borrower solemnly and sincerely believing the same to be true and knowing full well that on the faith thereof the Lender has agreed to complete the said transaction of mortgage by deposit of Title Documents in respect of said Immoveable Property/ies .

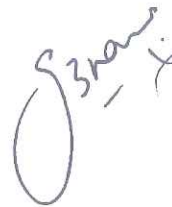


For VATIKA LIMITED



Authorised Signatory

First Schedule
(Description of Immovable Property)
SCHEDULE – I

- Land admeasuring 50.25 acres for the project by the name and style of "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana and construction thereon present and future and all entitlements emanating therefrom
- Land admeasuring 24,257 sqft for the project by the name and style of "Vatika City" at Sohna Road, Gurgaon and construction thereon present & future and all entitlements emanating therefrom.
- Land admeasuring 458.71 acres for the project by the name and style of "Vatika Infotech City" consists of 'Vatika City', 'Jaipur-21' and 'Urban woods' at Jaipur-Ajmer Road, Jaipur and construction thereon present and future along with the unutilized FSI



For VATIKA LIMITED


Authorised Signatory

SCHEDULE - II

List of title deeds deposited with the Mortgagee
"Vatika City" at Sohna Road Gurgaon

S. No	Land Owner	Purchaser / GPA Holders Name	Registry No. / Date	Area	
				K	-
1	Sh. Trilok Chand S/o Late Sh. Daya Ram through GPA Ved Prakash Chadhary	Vatika Greenfiled Projects Pvt. Ltd.	14525 / 24.02.2003 (Registry)	13	-
2	Sh. Ved Prakash Chaudhary & family	Vatika Greenfiled Projects Pvt. Ltd.	14527 / 24.02.2003 (Registry)	96	-
3	Sh. Rajinder Prakash S/o Late Sh. Daya Ram through GPA Ved Prakash Chaudhary	Vatika Greenfiled Projects Pvt. Ltd.	14528 / 24.02.2003 (Registry)	14	-
4	Sh. Ved Prakash Chaudhary S/o Late Sh. Daya Ram R/o Ghadhaipur, Mehrauli New Delhi	Vatika Greenfiled Projects Pvt. Ltd.	12166 / 09.12.2003 (Registry)	32	-
5	Sh. Ved Prakash Chaudhary & family	Vatika Greenfiled Projects Pvt. Ltd.	12165 / 09.12.2003 (Registry)	8	-
6	Dr. Prakash Chand S/o Roshan Lal - 3/8 share, Mr. Sanjay Kumar S/o Sh. Sadhu Ram - 1/4 share, Sh. Dharam Pal S/o Ram Dass - 3/8 share R/o Village Badshahpur	Vatika Greenfiled Projects Pvt. Ltd.	4775 / 31.05.2004 (Registry)	31	-
7	Sh. Mahavir S/o Ram Kishan S/o Phool Singh R/o Village Badshahpur & Sh Veerpal	Vatika Greenfiled Projects Pvt. Ltd.	4773, 4774 / 31.05.2004 (Registry)	50	-
8	Sh. Rajinder Prakash S/o Late Sh. Daya Ram through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13641 / 10.10.2005 (Registry)	25	-
9	Sh. Trilok Chand S/o Late Sh. Daya Ram through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13643 / 10.10.2005 (Registry)	67	-
10	Sh. Praveen Kumar S/o Late Sh. Om Prakash S/o Late Sh. Daya Ram through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13640 / 10.10.2005 (Registry)	8	-
11	Sh. Dinesh Kumar S/o Late Sh. Om Prakash S/o Late Sh. Daya Ram through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13645 / 10.10.2005 (Registry)	5	-
12	Sh. Ved Prakash Chaudhary & Others through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13644 / 10.10.2005 (Registry)	4	-
13	Sh. Ved Prakash Chaudhary through SPA Gaurav Bhalla	Vatika Greenfiled Projects Pvt. Ltd.	13642 / 10.10.2005 (Registry)	1	-
14	Harichand, Jagdish & Roshan Lal	GPA - Anil Bhalla r/o Farm No. 4, Sultanpur, Mehrauli, New Delhi	11327 / 28.04.2004 (G. P. A)	23	
15	Dr. Prakash chand, Sh. Sanjay kumar and Dr. Dharam pal	Vatika Greenfiled Projects Pvt. Ltd.	17440/01/12/2004		
	ved prakash chaudhary rajinder prakash & Trilok Chand	Vatika Greenfiled Projects Pvt. Ltd.	12167/09.12.2003		
	TOTAL AREA			381	-

Signature

For VATIKA LIMITED

Authorised Signatory

"Vatika India Next" situated at Sector 81, 82, 82A, 83, 84 and 85 NH-08

Gurgaon Haryana

Name of the Company	Bigha	Kanal Biswal	Marla Biswani	Net Area (acre)	Registry No. Date
Vatika Ltd.		4	-	0.50	7992/10.07.06
Vatika Ltd.		6	6	0.79	24477/25.01.07
Vatika Ltd.		6	7	0.79	24532/25.01.08
Vatika Ltd.	-	3	10	0.11	754/10.05.06
Vatika Ltd.		1	12	0.20	515/05.08.09
Vatika Ltd.	1	17	11	1.17	514/05.08.09
Vatika Ltd.		25	18	3.24	1169/18.12.09
Vatika Limited		19	9	2.43	1262 / 11.01.10
Vatika Limited		11	12	1.45	1263 / 11.01.10
Vatika Limited		88	13	11.08	272 / 17.05.10
Vatika Limited	25	14	2	16.07	270 / 17.05.10
Vatika Limited		14	3	1.77	1035 / 16.07.10
Vatika Limited		69	8	8.68	1036 / 14.07.10
Vatika Limited		15	17	1.98	2970/18.03.2011
				50.25	

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For VATIKA LIMITED

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Authorised Signatory

DETAILS OF LAND AT VATIKA INFOTECH CITY , AJMER ROAD, JAIPUR						
Land Registered in the name of Vatika Landbase Pvt. Ltd.						
S. N.	Reg. No.	Reg. Date	Khasara No	Area (Hect)	Area (Bigha)	Area (Acre)
1	2006399001495	28.4.2006	42,43,48,49,53,54	0.83	3.30	2.06
2	2006399001494	28.4.2006	105/156/5,105/157/5,105/158/5	0.46	1.85	1.16
3	2006399001559	8.5.2006	105/156/2,105/157/2,105/158/2	0.25	1.00	0.63
4	2006399001560	8.5.2006	105/156/3,105/157/3,105/158/3	0.25	1.00	0.63
5	2006399001558	8.5.2006	51,56,57,135,136,105/191,107/192	1.98	7.90	4.94
6	2006399001601	11.5.2006	384/1227,386/1325,444,445,446,447,448	2.43	9.70	6.06
7	2006399001677	19.5.2006	319,320	0.84	3.36	2.10
8	2006399001757	25.5.2006	318/1276	0.07	0.28	0.18
9	2006399001796	27.5.2006	460	1.33	5.32	3.33
10	2006399001750	25.5.2006	42,43,48,49,53,54	0.41	1.65	1.03
11	2006399001835	31.5.2006	449-450,458-459	0.66	2.64	1.65
12	2006399001836	31.5.2006	532,533,542,543,546,545,548,500/1239, 532/1166	4.75	19.00	11.88
13	2006399001878	5.6.2006	449,450,458,459	0.66	2.64	1.65
14	2006399001887	7.6.2006	451-454,456,461-464,466-475	2.48	9.92	6.20
15	2006399001888	7.6.2006	339,340,376-381,388-391	1.84	7.37	4.61
16	2006399001886	7.6.2006	342,345-348,350-353,355-365,367/1278	0.85	3.38	2.12
17	2006399002061	17.6.2006	48-55	2.50	9.99	6.24
18	2006399002558	15.7.2006	484-491	2.85	11.40	7.13
19	2006399002557	15.7.2006	451-454,461-476,333,335-338,343,344,456	3.79	15.15	9.47
20	2006399002556	15.7.2006	451-454,461-476,456	2.49	9.94	6.21
21	2006399002950	5.8.2006	482,503-506,507/1284	3.52	14.08	8.80

For VATIKA LIMITED

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22	2006399004436	7-12-06	384/1227	0.12	0.46	0.29
23	2006399004437	7-12-06	386/1325,444-448	2.31	9.24	5.78
25	2007399001274	19-4-07	451-455,461-476	0.67	2.68	1.68
26	2007399001396	04/05/2007	451-455,461-476	1.34	5.36	3.35
27	2007399002092	07/11/2007	991-1000	7.02	28.08	17.55
28	2007067007786	11/12/2007	13-18,19/1	1.54	6.16	3.85
29	2008399000693	29/02/2008	571	1.70	6.80	4.25
30	2008399000691	29/02/2008	953	5.57	22.29	13.93
31	2008399000690	29/02/2008	974	3.23	12.92	8.08
32	2008399000692	29/02/2008	953	11.15	44.59	27.87
33	2008399000694	29/02/2008	571	0.02	0.08	0.05
				69.89	279.54	174.71
Land registered in the name of Kashi Ram						
1	2005000507	11/04/2005	32 & 226	0.18	0.74	0.46
2	2005000508	11/04/2005	27-33,226,26/1073,13/1074, 34/1075	2.27	9.08	5.68
3	2005000977	16/5/2005	45	0.01	0.03	0.02
4	2005000979	16/5/2005	63-65	0.01	0.05	0.03
5	2005000981	16/5/2005	46	0.42	1.68	1.05
6	2005001205	02/06/2005	313	0.89	3.56	2.23
7	2005001230	03/06/2005	425-428,429/507	0.74	2.96	1.85
8	2005000443	05/04/2005		2.07	8.28	5.18
9	2005000627	04/07/2005		3.84	15.36	9.60
10	2005001578	31/5/2005		1.02	4.08	2.55
11	2005001206	31/5/2005		1.02		

12	2005000510	11/04/2005		2.27		3.18
				20.85	45.81	31.81
Land registered in the name of Jeevan Lal						
S.N	Reg. No.	Reg. Date	Khasara No	Area (Hect)	Area (Bigha)	Area (Acre)
1	2006399001394	20/4/06	145/1	3.00	12.00	7.50
2	2006399001493	28/4/06	51,56,57,135,136,105/191,107/192	0.20	0.78	0.49
3	2006399002947	5.8.2006	13-18,25-26	0.40	1.61	1.00
4	2006399002949	5.8.2006	357-358,363,430,431	1.03	4.12	2.58
5	2006399003921	13-10-06	20-21	0.83	3.32	2.08
6	2005001359	14/6/2005	328-331,345/565,346-347	2.46	9.84	6.15
7	2005001355	14/6/2005	13-18,25-26	1.61	6.43	4.02
8	2005001356	14/6/2005	149,158-163	1.42	5.68	3.55
9	2005001676	12/07/2005	317/474,317/545,368	1.43	5.72	3.58
10	2005001671	12/07/2005	49,51-52	0.56	2.24	1.40
11	2005001672	12/07/2005	317,327,334/492,351,364-367,370-371,375-379,381,407-411,416/551	7.73	30.92	19.33
12	2005001673	12/07/2005	334/491,350,351/493	0.32	1.26	0.79
13	2005001674	12/07/2005	39/1149	0.08	0.32	0.20
14	2005001776	26/7/2005	392-394,404	2.05	8.22	5.14
15	2005002552	23/9/2005	22-23	1.96	7.84	4.90
16	2005002550	23/9/2005	372	1.95	7.80	4.88
17	2005002935	17/10/2005	420	1.36	5.44	3.40
18	2005003039	21/10/2005	344	0.24	0.96	0.60
19	2005003231	05/11/2005	310-312,311/475,359-362,433-434	2.69	10.76	6.73
20	2005003473	19/11/2005	384	0.15	0.60	0.38
21	2005003249	08/11/2005	357-358,363,430-431			

G. S. S.

For VATIKA LIMITED
[Signature]
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				1.03	4.12	2.58
22	2005003467	19/11/2005	149,158-163	0.03	0.12	0.08
23	2005003583	29/11/2005	7-20	2.49	9.97	6.23
24	2005003746	08/12/2005	7-20	1.25	4.99	3.12
25	2005003657	02/12/2005	406/490,417-419	1.05	4.20	2.63
26	2005003993	28/12/2005	406/490,417-419	0.53	2.10	1.31
27	2006000243	20/1/2006	353,369,393/510,394/509,395-396	3.55	14.20	8.88
28	2006000313	24/1/2006	334/491,350,351/493	0.32	1.26	0.79
29	2006000451	03/02/2006	380,391,406	1.61	6.44	4.03
30	2006000452	03/02/2006	13-18,25-26	0.40	1.61	1.00
31	2006399000952	17/3/2006	44,112	0.65	2.60	1.63
32	2006399000901	10/03/2006	323-325,339/473,387,389	2.87	11.48	7.18
33	2006399000913	10/03/2006	392-394,403-404	0.36	1.44	0.90
34	2006399000972	20/3/2006	392-394,403-404	1.80	7.21	4.51
35	2006067001374	25/3/2006	406/490,417-419	0.53	2.10	1.31
36	2006399001123	27/3/2006	392-394,403-404	0.36	1.44	0.90
37	2006399001165	29/3/2006	18/33,21-29	1.25	5.00	3.13
38	2005001360	14/6/2005	54,139,147-148,150-155,150/1066, 123,143-144,145/1065	1.15	4.58	2.86
39	2005001358	14/6/2005	101-105,114,115,13/1074/1146, 1,2,5-8,11,12,125,127,128	4.17	16.68	10.43
40	2005001775	26/7/2005	71,90,91,107,108,36-41, 42/1067,69,70,73,74,77-81	3.22	12.86	8.04
41	2005002123	20/8/2005	94-100,141/1064150/1066, 145/1065	1.60	6.38	3.99
42	2006399000912	10/03/2006	72,92,93,106,36-41,42/1067, 69,70,73,74,77-81,71,90,91, 107,108	0.56	2.24	1.40
43	2006399000973	20/3/2006	72,92,93,106,36-41,42/1067,69,70,			

For VATIKA LIMITED

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			73,74,77-81,71,90,91,107,108	2.80	11.19	6.99
44	2006399001124	27/3/2006	72,92,93,106,36-41,42/1067, 69,70,73,74,77-81,71,90,91,107,108	0.56	2.24	1.40
45	2006399002948	5.8.2006	116-124,126,143,144,145/1065, 54,139,147,148,150,150/1066,151- 155,24	3.09	12.34	7.71
46	2007067001075	19-2-07	227	0.40	1.60	1.00
47	2007399001265	19-4-07	981	0.27	1.07	0.67
48	2007399001264	19-4-07	981	0.27	1.07	0.67
49	2007067003392	26/5/2007	981	0.26	1.04	0.65
50	2007399003341	01/11/2007	319-321	1.61	6.44	4.03
				71.46	285.85	178.65

Land registered in the name of Ghevar Ram

S.N	Reg. No.	Reg. Date	Khasara No	Area (Hect)	Area (Bigha)	Area (Acre)
1	2006399001572	8.5.2006	308-309	0.24	0.96	0.60
2	2006399001676	19.5.2006	503-506,507/1284,457	1.45	5.81	3.63
3	2006399001851	1.6.2006	503-506,507/1282,457	1.45	5.81	3.63
4	2006399003860	9-10-06	314-315,321	1.13	4.52	2.83
5	2006399003859	9-10-06	310	0.77	3.08	1.93
6	2006399003915	12-10-06	301-302,316-318	1.96	7.84	4.90
7	2006399003861	9-10-06	311-313	0.42	1.68	1.05
8	2005001798	27/7/2005	332-337,343,348,341/552,384/554,388	3.92	15.68	9.80
9	2005003411	16/11/2005	1021	1.04	4.16	2.60
10	2005003831	15/12/2005	503-506,507/1284	1.45	5.81	3.63
11	2006000271	21/1/2006	1021	0.13	0.52	0.33
12	2006067001468	29/3/2006	312-313,354,508-509,511- 513,1045/1303	0.76	3.03	1.90
13	2007067001775	22-3-07	295,298,304-307	1.71	6.84	4.28

				16.44	65.74	41.09
Land Registered in the name of Rameshwar						
S.N	Reg. No.	Reg. Date	Khasara No	Area (Hect)	Area (Bigha)	Area (Acre)
1	2006399001490	28.4.2006	52,55,68,66/177-184,69	3.99	15.95	9.97
2	2006399001492	28.4.2006	52,55,68,66/177-184,69	0.80	3.20	2.00
3	2006399001575	9.5.2006	52,55,68,66/177-184,69	0.80	3.20	2.00
4	2006067002121	10.5.2006	52,55,68,66/177-184,69	0.80	3.20	2.00
5	2006399001756	25.5.2006	18/33,21-29,30-31,20/34	2.76	11.04	6.90
				9.15	36.59	22.87
Land registered in the name of Brij Kishore						
S.N	Reg. No.	Reg. Date	Khasara No	Area (Hect)	Area (Bigha)	Area (Acre)
1	2006399001487	28/4/2006	85/1246,515/1247	1.53	6.12	3.83
24	2007067001755	21-3-07	550,551,562,563,564	2.30	9.20	5.75

G. S. Rameshwar

For VATIKA LIMITED

[Signature]
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ANNEXURE A

1. Rs. 200.00 Crore (Rupees Two Hundred Crore Only) availed by Vatika Limited vide Master Facility Agreement dated 31st January, 2013.
2. Rs. 350.00 Crore (Rupees Three Hundred and Fifty Crore Only) availed by Vatika Limited vide Master Facility Agreement dated 30th December, 2013.

granted

For VATIKA LIMITED

[Signature]
Authorised Signatory

Solemnly declared at New Delhi
on this 06th day of December, 2018

Gautam

DATED THIS 06th DAY OF DECEMBER, 2018

In the matter of mortgage by deposit of Title Documents of
Immoveable Property/ies

TO HOUSING DEVELOPMENT FINANCE CORPORATION
LIMITED

Declaration of

Shri Gautam Bhatta.

For VATIKA LIMITED

[Signature]
Authorised Signatory



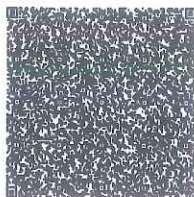
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL12848983586450Q
Certificate Issued Date	: 06-Dec-2018 02:22 PM
Account Reference	: IMPACC (IV)/ dl924403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL92440330616631885911Q
Purchased by	: VATIKA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VATIKA LIMITED
Second Party	: HDFC LTD
Stamp Duty Paid By	: VATIKA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

ASSIGNMENT AND ADMINISTRATION AGREEMENT

This Agreement entered into on this 06th day of December, 2018 by and between

[Signature]
Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.

For VATIKA LIMITED

[Signature]
Authorized Signatory

Housing Development Finance Corporation Limited, a company registered under the Companies Act 1956 and having its registered office at, Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, (hereinafter referred to as "HDFC") of the First Part.

AND

VATIKA LIMITED a company within the meaning of the Companies Act, 1956 and having its Registered Office 4th Floor, Vatika Triangle, Sushant Lok-I, M.G.Road, Gurgaon (hereinafter referred to as "the Borrower") of the Second Part.

WHEREAS

1. The Borrower has borrowed such amounts as is mentioned in the Annexure attached herewith (hereinafter referred to as "the Said Loan") from HDFC which is evidenced by the Master Facility Agreements (hereinafter referred to as "the Facility Agreement/s") as mentioned in the said Annexure.
2. The principal and interest shall be paid over a period of such time in accordance with the payment Schedule set forth in the said Facility Agreements.
3. It has been agreed that the authorised indebtedness incurred by the Borrower in terms of the Facility Agreement by way of the said Financial Facility together with the interest thereon shall be payable from the gross /net income and revenue to be derived from Entire Sale proceeds / receivables accruing from sold and unsold area of Projects "Vatika India Next" at Gurgaon, "Vatika City" at Gurgaon, "Vatika Infotech City" Jaipur including "Vatika City" "Urban Woods" "Jaipur 21", as more particularly detailed in the Schedule -1 ("Obligor's Contracts") to this Agreement (hereinafter referred to as "Receivables").

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Assignment and Pledge of Receivables**

All the Receivables derived / to be derived from the operation of the Obligor's Contracts, sufficient portion of which, to pay the principal and interest as and when the same shall become due in terms of the said Facility Agreement, is hereby assigned and pledged and shall be set aside for that purpose and this Assignment and Pledge shall extend to and include any assessments that may be levied pursuant to Clause - 3(a) hereof.

2. The Borrower shall be construed to be the custodian of all the Receivables holding in trust for the benefit of the Lender.

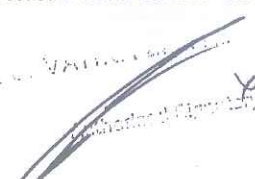
3. **Other Covenants**

The Borrower covenants and agrees that so long as the Financial Facility of the Lender remains unpaid:

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- a. It will indemnify the Lender for any payments made or losses suffered by the Lender.
- b. It will comply with applicable state laws and regulations and continually operate and maintain the premises in good condition and shall observe all the terms and conditions therein.
- c. It will impose and collect such rates and charges that Receivables will be sufficient at all times to provide for the payment of the operation and maintenance thereof and the installment payments on the Facility Agreement and the maintenance of the various Account/s herein created. All service rendered by or use of the Obligor's Contracts shall be subject to the full rates prescribed in Law.
- d. If, for any reason, Receivables are insufficient, it will cause to be levied and collected such assessments as may be necessary to operate and maintain the Obligor's Contracts in good condition and meet installment payments on the Facility Agreement as the same become due.
- e. It will at its own expense (i) establish and maintain such books and records relating to the operation of the Obligor's Contracts and its financial affairs, (ii) will provide for the annual audit thereof in such manner as may be required by the Lender, (iii) will provide the Lender without its request a copy of each such audit, (iv) will make and forward to the Lender such additional information and reports as it may from time to time require.
- f. It will provide the Lender, at all reasonable times, access to the records pertaining to the Obligor's Contracts/s and all its books and records so that the Lender may ascertain that the Borrower is complying with the provisions hereof and with the provisions of other instruments incident to the making or ensuring the payment of amounts payable under the Facility Agreement.
- g. It will maintain at least such insurance and fidelity bond or employee dishonesty coverage as may be required by the Lender.
- h. It will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the premises, exclusive of normal maintenance, without obtaining the prior written consent of the Lender.
- i. It will not cause or permit any voluntary dissolution of the Organization or merge or consolidate with any other organization, without obtaining the prior written consent of the Lender. It will not dispose off, or transfer title to the Obligor's Contracts or any part thereof, including lands and interest in lands by sale, security instrument, lease or other encumbrance without obtaining the prior written consent of the Lender. Receivables in

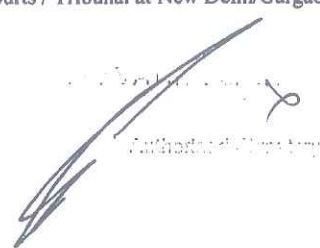


For VATIKA LIMITED


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excess of the amount required to maintain the Accounts described by Clause - 3 herein, will not be distributed or transferred to any other organization or legal entity.

- j. It will not modify or amend its organizational documents, including any articles of incorporation or bylaws without the written consent of the Lender.
- k. All present and future contract rights, accounts receivable, and general intangibles arising in connection with the Obligor's Contracts shall also be subject matter of this Agreement and the right, title, interest of the Lender arising out of this Agreement shall be deemed to have been extended to all such future contract rights, accounts receivable, and general intangibles arising in connection with the Obligor's Contracts without any execution of further deed or documents.
- l. It will comply with the measures identified in the Lender's environmental impact analysis for the premises being subject matter of the Obligor's Contracts for the purpose of avoiding or reducing the adverse environmental impacts of the Lease / Leave and License premises construction or operation thereby affecting the quantum of Receivables in any manner whatsoever.
- m. It is agreed between the Parties that any dispute arising under this Agreement shall be subject to exclusive jurisdiction of all Courts / Tribunal at New Delhi/Gurgaon/Jaipur.


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For VATIKA LIMITED


Authorized Signatory

In witness whereof the Lender and the Borrower hereto have signed this Agreement on the day, month and year first above-written.

For Housing Development Finance Corporation Ltd.

Signed by Mr. Ankur Gupta

For and on behalf of

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED


Authorised Signatory

In the presence of:

Shardul Vats

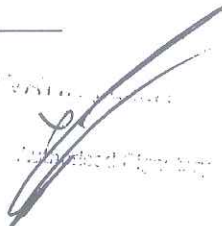
Mr. Shardul Vats

Signed by _____

For

Vatika Limited

In the presence of:



(

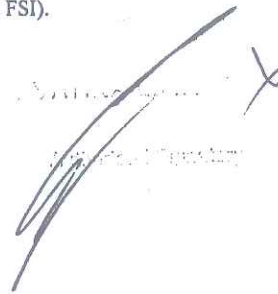
) Witness

For VATIKA LIMITED


Authorised Signatory

Schedule I

1. All and any receivables including sale proceeds arising out of land admeasuring 591.36 acres of land designated for the project in the name and style of "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana and construction thereon both present and future and all entitlements emanating therefrom.
2. All and any receivables including sale proceeds arising out of Project Land "Vatika City" at Sohna Road, Gurgaon and construction thereon present & future along with unsold area of 24,257 sqft in the project and all entitlements emanating therefrom
3. All and any receivables including sale proceeds arising out of land admeasuring 527.51 acres "Vatika Infotech City" Project comprising of "Vatika City", "Urban Woods" and Jaipur 21" at Jaipur- Ajmer Road, Jaipur and construction thereon present and future and all entitlements emanating therefrom (along with the unutilized FSI).



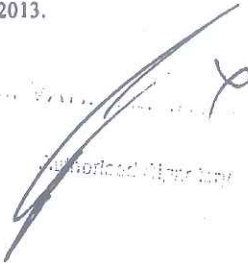
For VATIKA LIMITED


Authorised Signatory

ANNEXURE

Details of loans

1. Rs. 200.00 Crore (Rupees Two Hundred Crore Only) availed by Vatika Limited vide Master Facility Agreement dated 31st January, 2013.
2. Rs. 350.00 Crore (Rupees Three Hundred and Fifty Crore Only) availed by Vatika Limited Vide Master Facility Agreement dated 30th December, 2013.


Authorized Signatory

For VATIKA LIMITED


Authorized Signatory



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL12838218318585Q
Certificate Issued Date	: 06-Dec-2018 02:10 PM
Account Reference	: IMPACC (IV)/ dl924403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL92440330588776409360Q
Purchased by	: VATIKA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VATIKA LIMITED
Second Party	: HDFC LTD
Stamp Duty Paid By	: VATIKA LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



.....Please write or type below this line.....

SUPPLEMENTAL AND AMENDATORY AGREEMENT TO FACILITY AGREEMENT DATED 30TH DAY OF DECEMBER, 2013

THIS SUPPLEMENTAL AND AMENDMENTORY AGREEMENT dated 06th December, 2018 (hereinafter referred to as the "Amendment Agreement") is made at New Delhi and entered into

1

Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.

For VATIKA LIMITED

Authorized Signatory

BY AND BETWEEN

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Mumbai – 400020, Maharashtra and one of its Branch Offices at HDFC The Capital Court, Olof Palme Marg, Outer Ring Road, Munirka, New Delhi – 110067 (hereinafter referred to as the “**Lender**”, which expression shall, unless it be repugnant to the subject or context thereof include its successors and assigns) of the **First Party**;

AND

VATIKA LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at Vatika Triangle, 4th Floor, Sushant Lok Phase I, Block A, Mehrauli- Gurgaon Road Gurgaon Haryana 122002 (hereinafter referred to as the “**Borrower**” which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**;

[The Lender and Borrower shall collectively be referred to as Parties and individually as separately identified as Party as the context requires].

WHEREAS:

- A. The Borrower had approached the Lender with a request to avail financial assistance for an amount of **Rs. 350,00,00,000/- (Rupees Three Hundred and Fifty Crore only)** (“**Financial Facility**”) in two tranches as under
- Tranche I: Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crore Only)
- Tranche II: Rs. 100,00,00,000/- (Rupees One Hundred Crore Only)
- B. The Mortgagee had considered the request of the Borrower and offered a facility of **Rs. 350,00,00,000/- (Rupees Three Hundred and Fifty Crore only)** (“**Financial Facility**”) in two tranches as under
- Tranche I: Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crore Only)
- Tranche II: Rs. 100,00,00,000/- (Rupees One Hundred Crore Only)
- vide Master Facility Agreement dated 30th December, 2013.

For VATIKA LIMITED

Authorised Signatory

- C. And in consideration of the Mortgagee having agreed to lent and advance the said facility to the Borrower, the Borrower had agreed to provide security as per terms mentioned in the Facility Agreement dated 30th December, 2013 ("Facility Agreement").
- D. Further, in terms of the Master Facility Agreement dated 30th December, 2013, the Borrower had created security interest on the properties mentioned in Schedule III thereto for repayment of the financial facility along with interest thereon and other charges.
- E. It is now agreed upon that the security as above mentioned be modified and restated as per the terms and conditions appearing herein.
- F. The Borrower shall create security interest over such immoveable properties and in such mode and manner as mentioned herein.
- G. In pursuance thereof, the Parties have agreed to amend certain terms of the Facility Agreement and accordingly, the Parties are desirous of executing this Amendment Agreement dated 06. December, 2018 ("Amendment Agreement") to amend the entire Facility Agreement on the terms and conditions hereinafter appearing.

Authorised Signatory

NOW THEREFORE THIS AMENDMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

Unless otherwise defined herein, capitalised terms and conditions used herein and not defined herein shall have the meaning ascribed to such term under the respective Facility Agreement.

2. Amendments

2.1. Schedule III to the Facility Agreement shall stand amended and restated as under:

For VATIKA LIMITED

Authorised Signatory

SCHEDULE III
DESCRIPTION OF SECURITY DETAILS

Principal Security

Sr. No.	Description of the Property		Nature of Security Interest	Owner of the Property
	Movable	Immovable		
1		Land admeasuring 348.80 acres designated for the project by the name and style of "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana and construction thereon present and future and all entitlements emanating therefrom	Extension of first exclusive mortgage	Borrower, Vatika One India Next Private Limited (Shiv Ganesh Buildtech Private Limited), Casper Developer Private Limited, Sahar Land and Housing Private Limited, Crazy Properties Private Limited, Pegasus Infrastructure Private Limited, ESPO Developers Private Limited, Blossom Properties Private Limited, Mendell Developers Private Limited, Bendek Developers Private Limited
2	All receivables including sale proceeds from entire sale proceeds accruing from sold and unsold area of land admeasuring 591.36 acres designated for the project "Vatika India Next" situated at Sector 81, 82, 82A, 83, 84, and 85, NH 08 Gurgaon, Haryana and construction thereon both present and future and all entitlements emanating therefrom.		Extension of exclusive charge	Borrower
3		Project Land "Vatika City" at Sohna Road, Gurgaon and construction thereon present & future along with unsold area of 24,257 sqft in the project and all entitlements emanating therefrom	Extension of exclusive mortgage	Borrower
4	Receivable from entire sale proceeds /receivables accruing from sold and unsold area of Project Land admeasuring 24,257 sqft in		Extension of exclusive charge	Borrower

4

X
Authorised Signatory

For VATIKA LIMITED

Authorised Signatory

	"Vatika City" at Sohna Road, Gurgaon, Haryana			
5		Land admeasuring 527.51 acres of land designated for the project by the name and style of "Vatika Infotech City" Consists of 'Vatika City', 'Jaipur-21', 'Urban Woods' at Jaipur-Ajmer Road, Jaipur and construction thereon present and future along with the unutilized FSI	Extension of exclusive mortgage	Borrower and Nakshatra Buildcon Private Limited
6	Receivable from entire sale proceeds /receivables accruing from sold and unsold area of Project land admeasuring 527.51 acres in "Vatika Infotech City" Consists of 'Vatika City', 'Jaipur-21', 'Urban Woods' at Jaipur- Ajmer Road, Jaipur, Rajasthan		Extension of exclusive charge	Borrower
7			Personal Guarantee	Mr. Anil Bhalla, Mr. Gautam Bhalla, Mr. Gaurav Bhalla
8	Escrow Account Bearing No. 05720350000172 with HDFC BANK LTD		Extension of Charge	Borrower
9	Escrow Account Bearing No. 05720350000052 with HDFC BANK LTD		Extension of First Charge	Borrower

2.2 Any reference to Schedule III in the Facility Agreement shall refer to the amended Schedule III as mentioned in Clause 2.1 above.

3. Amendment Agreement in Full Force and Effect

3.1. This Amendment Agreement shall form an integral part of the Facility Agreement and shall be read along with the respective Facility Agreement.

3.2. This Amendment Agreement shall modify the agreement and understanding set out in the respective Facility Agreement, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Amendment Agreement, all other provisions of the Facility Agreement shall remain unchanged and in full force and effect

For VATIKA LIMITED

Authorised Signatory

and shall continue to remain applicable and binding on the Parties

3.3. This Amendment Agreement shall be effective from the date hereof.

3.4. In the event of conflict between the terms of this Amendment Agreement and the provisions of the Facility Agreement, the provisions of this Amendment Agreement shall prevail in relation to the matters set out herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Agreement on the day and year first above written.

THE COMMON SEAL OF VATIKA LIMITED, the Borrower herein has pursuant to the Resolution of the Board of Directors of the Borrower passed in that behalf on 06 day of November, 2018 hereunto been affixed in the presence of Mr. Anil Bhalha, its Director and Mr. Gurav Bhalha, its Authorized Signatory who has signed these present in token thereof of the Borrower.

SIGNED AND DELIVERED by the within-named
HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED by the hand of Mr. Ankur Gupta, its General Manager in the presence of Mr. Shardul Vats, its legal officer.

Shardul Vats

For Housing Development Finance Corporation Ltd.

Ankur Gupta
Authorised Signatory

For VATIKA LIMITED

[Signature]
Authorised Signatory