

# ***Kamaldeep Taliyan***

*Advocate*

Chamber No. A-10, Tehsil Compound Ghaziabad - 201001

Mob. 09811882020

Enrolment No. 6792/2005

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Date: 13/08/2005

## WHOM IT MAY CONCERN

### NON ENCUMBRANCE CERTIFICATE/SEARCH REPORT

Subject: NON ENCUMBRANCE CERTIFICATE/SEARCH REPORT IN RESPECT OF A residential plot situated at plot no. 10/2 at 10, Vaibhav Khand Indrapuram Ghaziabad, tehsil & District Ghaziabad (U.P.)

Sir,

I, have searched the records available in the office of sub registrar-IV and II, Ghaziabad vide application no. 2202513900715 in sub Registrar IV and application dated 13/08/2025 in Sub Registrar II (From 2013 to 2025) in respect of the aforesaid to subjected property and found as under: -

**Owner: Messer Roseberry Developers Private Limited**

Office Address: B-7/45, Safderjung Enclave Extension, New Delhi – 110029

That the owner purchased/ Lease of the above said property from Ghaziabad Development Authority, vide regd. lease deed executed on dated 30/04/2008, registered in book no. 1, zild no. 10236, page 391/404, serial no, 11232, in the office of Sub Registrar IV Ghaziabad.

1. This is lease hold property for the construction of residential/ group housing.
2. This property was mortgage to IDBI Trust ship services Limited Through Mortgage Deed dated 04/06/2019 and it was released from IDBI Trust ship services Limited on dated 20/05/2025 registered in book no. 1, zild no. 22636, page 25/38, serial no, 5892, in the office of Sub Registrar II Ghaziabad.

3. That the said property is now free from all types of encumbrances, sale, mortgages, loan, dispute etc.
4. That the said property is not charged mortgaged in any way or manner whatsoever alienated or encumbrance. The property is free from any charge, encumbrance, attachment, lian and lis pendens whatsoever and the owner has an absolute clear and marketable title there to.



Kamaldeep Taliyan

Advocate

Ch. No. A-10

Tehsil Compound Gandhi Nagar

Ghaziabad (U.P.) 201001



**Kamaldeep Taliyan**  
Advocate

Regd. No. UP-6782/05

Ch. No. A-10 Tehsil Compound GZB.

Mobile No. 9899999999

**पंजीकृत लेखपत्र का प्रमाणपत्र**  
**Certificate of Registered Document.**

श्री/श्रीमती/सुश्री कमलदीप तालियान एडवोकेट द्वारा प्रस्तुत प्रार्थना पत्र दिनांक 13-08-2025 के क्रम में कार्यालय में उपलब्ध अभिलेखानुसार प्रमाणित किया जाता है कि लेखपत्र जिसका विवरण निम्न है, को कार्यालय उप निबंधक सदर द्वितीय जनपद गाजियाबाद के बही संख्या 1(अचल सम्पत्ति) खण्ड/जिल्द संख्या 22636 पृष्ठ संख्या- 25 से 38 क्रमांक 5892 दिनांक 20-05-2025 को निबंधित / पंजीकृत किया गया है।

- लेखपत्र का प्रकार प्रतिहसतान्तरण विलेख(सामान्य)
- प्रथम पक्ष का नाम 1.श्री शिवम कुमार के द्वारा श्री रोसबेरी डवलपर्स प्रा०लि०
- द्वितीय पक्ष का नाम 1.श्री रमेश सचदेवा के द्वारा श्री आई०डी०बी०आई० ट्रस्टीशिप सर्विस लि०
- सम्पत्ति का विवरण प्लॉट नं०- 10/2, वैभवखण्ड, इन्दिरापुरम, गाजियाबाद 1,0 हे/ वर्ग मी
- सम्पत्ति अवस्थिति वैभवखण्ड, मकनपुर इन्दिरापुरम, सदर द्वितीय, गाजियाबाद
- लेखपत्र में अदा स्टाम्प शुल्क रु० 250/-
- लेखपत्र में अदा निबंधन शुल्क रु० 100/-

SUGAM  
KISHORE

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उप निबंधक/ रजिस्ट्रीकर्ता अधिकारी  
कार्यालय सदर द्वितीय जनपद गाजियाबाद  
दिनांक 13-08-2025



कार्यालय उप निबंधक सदर चतुर्थ गाजियाबाद जनपद गाजियाबाद

आवेदन संख्या 2202513000715

प्रमाणित किया गया

भार मुक्त प्रमाण-पत्र  
(रजि० मैनुअल के नियम 328)

श्री. कमलदीप तालियान एडवोकेट पुत्र. ० तहसील गाजियाबाद जिला गाजियाबाद ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथम्य पत्र प्रस्तुत किया है।

सम्पत्ति का विवरण ग्राम भोहल्ला - वैभवखण्ड, वार्ड-परगना- मकनपुर इन्दिरापुरम, आवासीय- मैसर्स रोजबेरी डबलपर्स प्राईवेट लिमिटेड, प्लॉट नं० 10 वैभव खण्ड इन्दिरापुरम गाजियाबाद, 0

मे एतद्वारा प्रमाणित करता हूँ कि इंडेक्स सं० 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 08/08/2013 से दिनांक 08/08/2025 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये।

क्रम सं०	सम्पत्ति का विवरण	लेखपत्र के पंजीकरण की तिथि	लेखपत्र का प्रकार/लेखपत्र का मूल्यांकन	पक्षकारों के नाम	लेखपत्र का क्रमांक/वर्ष
1	10.2	24.06/2019	बंधक पत्र/2000000000	प्रथम पक्ष-आई डी बी आई ट्रस्टीशिप सर्विस लिमिटेड /द्वितीय पक्ष- रोजबेरी डबलपर्स प्रा० लि०	8741/2019

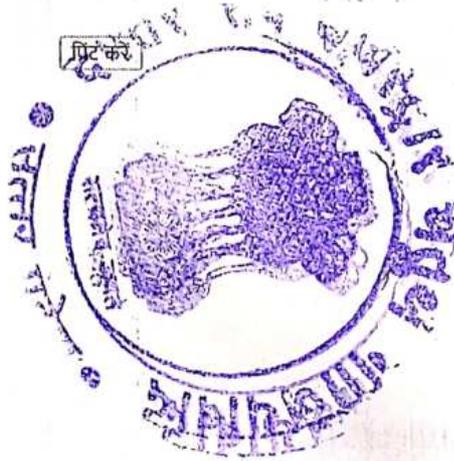
दिनांक 11-08-2025

- नोट - 1 इस प्रमाण-पत्र के समस्त विवरण आवेदक द्वारा दिए गए संपत्ति के ब्यौरे के आधार पर दूढ़े गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा आवेदन में दिये गए वर्णन से किसी दूसरे ढंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।  
2 वर्णित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाणपत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।  
3 इस प्रमाण-पत्र में उन लेखपत्रों से सम्बन्धित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं, परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।  
4 यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।  
5 'प्रथम पक्ष' से तात्पर्य बंधक कर्ता से है और 'द्वितीय पक्ष' से तात्पर्य बन्धकी से है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: गौरव कुमार निबन्धन लिपिक ।  
मिलान करने वाले निबन्धन लिपिक: गौरव कुमार निबन्धन लिपिक ।

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उप निबंधक सदर चतुर्थ  
गाजियाबाद



भुगतान पावती  
उत्तर प्रदेश सरकार  
निबन्धन कार्यालय - भुगतान पावती

आवेदन संख्या : 2202513900715  
आवेदन तिथि : 11/08/2025  
आवेदक का नाम : कमलदीप तालियान एडवोकेट  
मोबाइल संख्या : 9811882020

भुगतान का विवरण

भुगतान विधि : ई भुगतान  
पंजीकरण राशि : 100  
चालान संख्या : NIB250676172  
भुगतान तिथि : 11/08/2025  
भुगतान पावती संख्या : 202513900662  
प्राप्तकर्ता का नाम : गौरव . कुमार

(प्राप्तकर्ता का हस्ताक्षर)

(आवेदक का हस्ताक्षर)

7/10



INDIA NON JUDICIAL



IN-UP46923603213073X

Government of Uttar Pradesh

ANIL KUMAR KANSAL  
LICENSE NO. 352  
TEHSIL COMPOUND, GZB

e-Stamp

code: 5892

DOCUMENT

Certificate No. : IN-UP46923603213073X

Certificate Issued Date : 20-May-2025 11:26 AM

Account Reference : NEWIMPACC (SV)/ up14000404/ GHAZIABAD/ UP-GZB

Unique Doc. Reference : SUBIN-UPUP1400040491089417215610X

Purchased by : ROSEBERRY DEVELOPERS PRIVATE LIMITED

Description of Document : Article 54 Re-Conveyance of Mortgaged property

Property Description : Not Applicable

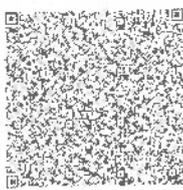
Consideration Price (Rs.) :

First Party : ROSEBERRY DEVELOPERS PRIVATE LIMITED

Second Party : IDBI TRUSTEESHIP SERVICES LIMITED

Stamp Duty Paid By : ROSEBERRY DEVELOPERS PRIVATE LIMITED

Stamp Duty Amount(Rs.) : 250  
(Two Hundred And Fifty only)



LOCKED

S.R.O. Ind  
Ghaziabad

For Roseberry Developers Pvt. Ltd.

*E Lilam*  
Authorized Signatory

FOR IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORIZED SIGNATORY

Statutory Alert:

The authenticity of the e-Stamp certificate can be verified at [www.e-stamp.com](http://www.e-stamp.com) and e-Stamp Mobile App of State of India. Any data update in the details on the Certificate and its validity on the website / Mobile App should be made.

This alert is issued for the compliance of the provisions of Section 17(1)(b) of the Stamp Act, 1899.







दिनांक: 5/20/2025

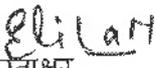
## स्टाम्प एवं रजिस्ट्रेशन विभाग, उत्तर प्रदेश पूर्व रजिस्ट्रीकरण विवरण

आवेदन संख्या: 202500739043155 जनपद: गाजियाबाद तहसील: गाजियाबाद उपनिबंधक:  
सदर द्वितीय

संपत्ति का विवरण	: मोहल्ला/गाँव : वैभवखण्ड घाई/परगना : मकनपुर इन्दिरापुरम संपत्ति का विवरण : प्लॉट नं०- 10/2, वैभवखण्ड, इन्दिरापुरम, गाजियाबाद।, 0.0, पूर्व-, पश्चिम-, उत्तर-, दक्षिण-
अभिलेख प्रकार	: प्रतिहस्तांतरण विलेख(सामान्य)
प्रथम पक्ष	: रोसबेरी डेवलपर्स प्रा०लि०, ०, पैन न०-, मोबाइल संख्या- 9000000000, निवासी- 0।
द्वितीय पक्ष	: आई०डी०बी०आई० ट्रस्टीशिप राविस लि०, ०, पैन न०-, मोबाइल संख्या-, निवासी- 0।
निष्पादन तिथि	: 20-05-2025
निबंधन शुल्क	: 100 (नगद)
स्टाम्प मूल्य	: ₹ 250 ई-स्टाम्प सं० IN-UP46923603213073X
वास्तविक बाजारी मूल्य	: ₹ 0.00
प्रतिफल	: ₹ 0

मैं/हम एतद्वारा यह घोषणा करते हैं कि इस ऑनलाइन आवेदन में समस्त प्रविष्टियां संबंधित लेखपत्र में निहित तथ्यों के अनुरूप हैं।

मैं आधार धारक, इसके द्वारा स्टाम्प एवं रजिस्ट्रेशन विभाग, उत्तर प्रदेश को मेरे आधार नंबर को ई.के.वाई.सी. एवं पहचान के सत्यापन के लिए अपने अंगूठे के स्कैन के माध्यम से यू.आई.डी.ए.आई. को मेरे आधार नंबर, बायोमैट्रिक आदि का उपयोग करने की सहमति देता हूँ। स्टाम्प एवं रजिस्ट्रेशन विभाग उत्तर प्रदेश ने मुझे सूचित किया है कि मेरा आधार नंबर और साथ ही बायोमैट्रिक को संग्रहित/ साझा नहीं किया जाएगा और संपत्ति पंजीकरण प्रक्रिया में मदद करने के लिए केवल मेरी पहचान सत्यापन के लिए प्रयोग किया जाएगा।

  
हस्ताक्षर

(प्रथम पक्ष)



हस्ताक्षर

(द्वितीय पक्ष)

निबंधन लिपिक

सदर द्वितीय, जनपद गाजियाबाद



रजिस्ट्रीकरण अधिकारी

सदर द्वितीय, जनपद गाजियाबाद







**DEED OF RELEASE**

THIS DEED OF RELEASE (this "Deed") is made and executed at Ghaziabad on this the 20<sup>th</sup> day of May, 2025;

**BY AND BETWEEN**

**ROSEBERRY DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 1956 and having its registered office at O-24B, Basement, Jangpura Extension, New Delhi-110014 through its Authorized Signatories **Mr. SHIVAM KUMAR** S/o. Shri. Rajendra Kumar R/o. Udhranpur, Chhibramau, Harballabh Pur, Kannauj, Chhibramau, U.P. duly authorized severally vide Resolution dated 15.05.2025 passed by the Board of Directors, (hereinafter referred to as the "Mortgagor", which expression unless repugnant to the context or meaning thereof shall mean and include its successors, nominees & assigns), of the **FIRST PART**;

**AND**

**IDBI TRUSTEESHIP SERVICES LIMITED** (CIN U65991MH2001GOI131154 & PAN:- AAACI8912J), a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, Universal Insurance Building, Sir Phirozshah Mehta Road, Fort, Mumbai, Maharashtra 400001, through its General Power of Attorney **Mr. RAMESH SACHDEVA** S/o. Shri. M.D. Sachdeva R/o. Plot No. 44-B, Navyug Adarsh Apartment, F-Block, Vikas Puri, West Delhi. (**VICE PRESIDENT**), in its capacity as the Debenture Trustee (hereinafter referred to as the "Debenture Trustee" / "Mortgagee" which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **OTHER PART**.

The Mortgagor and the Mortgagee are hereinafter individually referred to as "Party" and collectively as the "Parties".

For Roseberry Developers Pvt. Ltd.

*Elilam*  
Authorized Signatory

For IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORISED SIGNATORY



Advoc.  
Regd. No. P-6792/05  
Ch. No. A-10  
Compound GZB



आवेदन सं०: 202500739043155

प्रतिहसतान्तरण विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 5892

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 250 बाजारी मूल्य- 0 पंजीकरण शुल्क- 100 प्रतिलिपिकरण शुल्क- 60 योग: 160

श्री रोसबेरी डवलपर्स प्रा०लि० द्वारा  
शिवम कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री राजेन्द्र कुमार  
व्यवसाय: अन्य  
निवासी: हरबल्लभपुर, कन्नौज, उ०प्र०।

Shivam



श्री. रोसबेरी डवलपर्स प्रा०लि० द्वारा

शिवम कुमार अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 20/05/2025 एवं 12:00:42  
PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह  
उप निबंधक :समर द्वितीय  
गाजियाबाद  
20/05/2025  
निबंधक लिपिक  
20/05/2025





**WHEREAS**

- A. In compliance with the provisions of the Debenture Trust Deed dated May 10, 2019 ("**Debenture Trust Deed**"), the Mortgagor, executed a registered mortgage deed dated June 24, 2019 duly registered with the Office of the Sub-Registrar, Ghaziabad under Registration No. 8741, Book No. 1, Volume No. 38007, on Pages 87 to 150, on June 24, 2019 ("**Mortgage Deed**") in favour of the Mortgagee, as security for the due repayment and performance of its obligations under the Debenture Trust Deed.
- B. Pursuant to the Mortgage Deed, the Mortgagor created a first-ranking, exclusive and continuing mortgage in favour of the Mortgagee over the immovable property more particularly described as Plot No. 10/2, Vaibhav Khand, Indirapuram, Ghaziabad, admeasuring approximately 7,822 square meters, having a sanctioned FAR of 65,794 square meters ("**Said Property**"), together with all present and future buildings, structures, constructions, fixtures, improvements, rights, easements, and appurtenances attached thereto, and all rights, title and interest therein, as more fully described in the **Schedule** annexed hereto.
- C. In accordance with the Consent Terms dated October 17, 2024 and the Supplemental Consent Terms dated March 13, 2025 (together, the "**Consent Terms**"), as recorded by the Hon'ble High Court of Bombay in Commercial Suit (L) No. 7750 of 2023 titled *IDBI Trusteeship Services Limited v. Roseberry Developers Private Limited & Others*, the Mortgagor was required to make a payment of INR 150,00,00,000/- (Rupees One Hundred and Fifty Crore only) to the Mortgagee towards full and final settlement of all amounts due and payable under the Debenture Trust Deed and related security documents including the Consent Term.
- D. The Mortgagor has duly made the said payment and the Mortgagee has, pursuant to receipt thereof, issued a No Dues Certificate dated [Insert Date], a copy of which is annexed herewith as **Annexure – I**, confirming that all obligations, liabilities, and dues of the Mortgagor and other obligors under the Debenture

For Roseberry Developers Pvt. Ltd.

*Elilam*

Authorized Signatory



FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORIZED SIGNATORY

Advocate  
 U.P-6792/05  
 Compound GZR  
 28-11882020





आवेदन सं०: 202500739043155

बही सं०: 1

रजिस्ट्रेशन सं०: 5892

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझाने मजसुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त बंधकी: 1

श्री रोसबेरी डवलपर्स प्रा०लि० के द्वारा शिवम कुमार, पुत्र श्री राजेन्द्र कुमार  
निवासी: हरबल्लभपुर, कन्नौज, उ०प्र०।

व्यवसाय: अन्य  
बंधक कर्ता: 1

*Elilan*



श्री आई०डी०बी०आई० टूस्टीशिप सर्विस लि० के द्वारा रमेश सचदेवा, पुत्र श्री एम०डी० सचदेवा  
निवासी: प्लॉट नं०- 44-बी, भवयुग आदर्श अपार्टमेंट, एफ-ब्लॉक, विकास पुरी, वेस्ट दिल्ली।

व्यवसाय: अन्य

*Ramesh*



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री रोहित सिवाच, पुत्र श्री सुबोध कुमार  
निवासी: राजनगर एक्स०, गाजियाबाद।

व्यवसाय: अन्य  
पहचानकर्ता: 2

*Rohit*



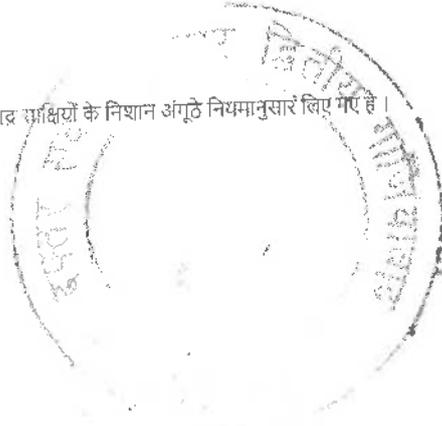
श्री राकेश कुमार, पुत्र श्री बन्धु भान  
निवासी: दौलतपुरा, गाजियाबाद।

व्यवसाय: अन्य

*Rakesh*



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी



रजिस्ट्रीकरण अधिकारी के द्वारा

*Mukesh*  
मुकेश सिंह  
उप निबंधक: राकेश द्वितीय  
गाजियाबाद  
20/05/2025

रश्मि श्रीवास्तव  
निबंधक लिपिक गाजियाबाद  
20/05/2025



Trust Deed and all related documents, including the Consent Terms have been fully paid, settled, and discharged.

- E. The Parties are now executing this Deed to formally and irrevocably record the release and discharge of the Said Property from the mortgage and charge created in favour of the Mortgagee under the said Mortgage Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. Simultaneously with the execution and delivery of this Deed, the Mortgage Deed executed by the Mortgagor in favour of the Mortgagee, stands irrevocably terminated, cancelled, and rendered null and void, for all purposes and intents. The Mortgagee does hereby absolutely and unconditionally release, discharge, relinquish, reconvey, and forever waive in favour of the Mortgagor all rights, title, interest, benefit, lien, charge, and any other encumbrance or security interest whatsoever which it may have had or claimed to have had in or over the Said Property or any part thereof pursuant to the Mortgage Deed or any related document or agreement.
2. Upon execution of this Deed, the Said Property stands fully, finally, irrevocably, and permanently released, discharged, and free from all mortgages, charges, encumbrances, pledges, hypothecations, covenants, undertakings, obligations, restrictions, rights, and claims of any kind whatsoever of the Mortgagee (whether accrued, contingent, crystallised, or future) under or pursuant to the Mortgage Deed or any other transaction document executed in connection therewith. The Mortgagor shall henceforth have absolute and unencumbered rights to use, occupy, develop, license, assign, lease, mortgage, transfer, sell, or otherwise dispose of or deal with the Said Property (whether in whole or in part) without any reference to, or interference from, the Mortgagee or any person claiming through or under it.
3. The Mortgagee confirms and acknowledges that all dues, obligations, and liabilities of the Mortgagor secured by the Mortgage Deed or otherwise payable under any related document (including the Consent Terms) have been fully

For Roseberry Developers Pvt. Ltd.

*Eli Lam*  
Authorized Signatory

For IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORIZED SIGNATORY







satisfied, and there are no outstanding amounts, liabilities, defaults, or demands of any nature whatsoever. The Mortgagee further confirms that all original title deeds, ownership documents, permission to mortgage, encumbrance certificates, and all other relevant papers and instruments that were deposited or delivered to the Mortgagee as part of or in relation to the Mortgage Deed have been duly returned and handed over to the Mortgagor prior to the execution of this Deed, and that the Mortgagee retains no lien or possessory right over any such documents.

4. The Mortgagee undertakes and agrees that it shall, at any time and from time to time, at the request and cost of the Mortgagor, promptly execute, acknowledge, deliver, and register or file with relevant governmental or regulatory authorities, all such documents, instruments, affidavits, declarations, consents, and releases as may be reasonably required by the Mortgagor or any authority or prospective purchaser/lender, to evidence or effectuate the release, cancellation, and discharge of the mortgage and any other security interest under the Mortgage Deed, and to ensure clear and marketable title to the Said Property.
5. The Mortgagee represents, warrants, and confirms to the Mortgagor that: (a) it has full right, power, and authority to execute and deliver this Deed and to perform its obligations hereunder; (b) all corporate, regulatory, internal, and third-party approvals, authorisations, resolutions, and consents necessary for the execution and performance of this Deed have been duly obtained and are in full force and effect; (c) there are no pending or threatened legal proceedings, claims, demands, liens, attachments, garnishees, or encumbrances initiated by or on behalf of the Mortgagee in relation to the Said Property; and (d) the Mortgagee has not assigned, transferred, conveyed, or otherwise dealt with its rights under the Mortgage Deed in favour of any third party, nor has it authorised any third party to assert any claim in relation to the Said Property.
6. This Deed shall serve as full, final, binding, and conclusive evidence of the complete satisfaction and discharge of all obligations secured by the Mortgage Deed and of the release of the Said Property from all encumbrances. All governmental, quasi-governmental, judicial, statutory, and municipal authorities,

For Roseberry Developers Pvt. Ltd.

*Elita*  
Authorized Signatory

FOR IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORISED SIGNATORY





उत्तर प्रदेश साहित्य अकादमी

द्वितीय गणित



land registrars, financial institutions, third-party purchasers, investors, and other stakeholders may rely on this Deed as proof of the clear, marketable, and unencumbered title of the Mortgagor to the Said Property.

7. The Mortgagee covenants and undertakes that it shall not, either directly or indirectly, assert, file, initiate, or continue any suit, proceeding, claim, action, or demand (whether in law or in equity) against the Mortgagor, the Said Property, or any purchaser, transferee, or lender dealing with the Said Property in any manner whatsoever. The Mortgagee shall indemnify and hold harmless the Mortgagor and its successors, assigns, directors, officers, shareholders, and affiliates from and against any loss, damage, liability, cost, or expense (including reasonable legal fees) incurred or suffered as a result of any claim or proceeding initiated in contravention of this clause.
8. This Deed shall bind the successors, permitted assigns, representatives, liquidators, receivers, and affiliates of the Mortgagee and shall enure to the benefit of the Mortgagor and its successors and assigns. The release and discharge under this Deed shall continue to be valid and binding notwithstanding any merger, reorganisation, liquidation, or change in constitution of the Mortgagee.
9. This Deed shall be governed by, and construed in accordance with, the laws of India. The courts at Ghaziabad shall have exclusive jurisdiction over all matters arising under or in connection with this Deed, without prejudice to any rights of appeal.
10. This Deed is executed in 2 (two) counterparts of equal legal validity, one of which shall be retained by each Party.
11. The stamp duty and registration charges in respect of this Deed shall be borne and paid by the Mortgagor.
12. The Mortgagee shall cooperate with the Mortgagor in registering this Deed and providing necessary documents and signatures for registration and endorsement purposes.

For Roseberry Developers Pvt. Ltd.

*Elilam*  
Authorised Signatory

FOR IDBI TRUSTEESHIP SERVICES LTD.  
*[Signature]*  
AUTHORISED SIGNATORY















**SCHEDULE**

All that part and parcel of Plot No. 10/2, Vaibhav Khand, Indirapuram, Ghaziabad, admeasuring approximately 7,822 square meters, having a sanctioned FAR of 65,794 square meters.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST HEREINABOVE MENTIONED.**

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED MORTGAGOR  
ROSEBERRY DEVELOPERS  
PRIVATE LIMITED**

Name:  
Designation

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED MORTGAGEE  
IDBI TRUSTEESHIP SERVICES  
LIMITED**

Name:  
Designation

**ANNEXURE - I****COPY OF THE NO DUES CERTIFICATE**

For Roseberry Developers Pvt. Ltd.

*Elilam*  
Authorized Signatory

For IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORIZED SIGNATORY







**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD OF DIRECTORS OF IDBI TRUSTEESHIP SERVICES LIMITED (ITSL) HELD ON TUESDAY, 2<sup>ND</sup> FEBRUARY 2021 AT 3.00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT NO.17 ASIAN BUILDING, R. KAMANI MARG, BALLARD ESTATE, MUMBAI – 400 005**

**Delegation of Powers to the MD & CEO to give Power of Attorney in favour of the Officers, retainers and Constituted Attorneys of ITSL.**

"RESOLVED THAT consent of the Board be and is hereby accorded to delegate power to the Managing Director and Chief Executive Officer (MD & CEO) of the Company to give Power of Attorney (POA) to Officers/Retainers/Constituted Attorneys with regard to day to day business operations of the company including but not limited to execute and register transactions documents relating to creation of security and other documents and filing of various legal proceedings.

"RESOLVED FURTHER THAT the MD & CEO or the Company Secretary or any of the Sr. Vice Presidents or any of the Vice Presidents of the Company are hereby authorized to sign and execute the Power of Attorney on behalf of the Company in favor of the Officers, Retainers or the Constituted Attorneys.

"RESOLVED FURTHER THAT the MD & CEO of the Company is authorized to withdraw the POA in the case the employee resigns or as may be decided by the MD & CEO

"RESOLVED FURTHER THAT a certified copy of this resolution signed by the MD & CEO or the Company Secretary of the Company be provided to the concerned or interested in the matter as and when requested."

For IDBI Trusteeship Services Ltd

*Indranil Maitra*  
Indranil Maitra  
Company Secretary  
Membership No.: A42633  
Valid as on: 13.08.2024









IN WITNESS WHEREOF the Parties executed these presents, on the day and year first hereinabove written in the manner hereafter appearing.

Witness **For Roseberry Developers Pvt. Ltd.**  
*Elitam*  
Authorized Signatory

FOR IDBI TRUSTEESHIP SERVICES LTD.  
*[Signature]*  
AUTHORIZED SIGNATORY

- 1. Mr. Rohit Siwach S/o. Shri. Subodh Kumar  
R/o. Raj Nagar Extension, Ghaziabad.

*[Signature]*

*[Signature]*  
Kamaldeep Taliyan  
Advocate  
Regd. No. UP-6792/03  
Ch. No. A-10 Tehsil Compound GZ  
Mob. 9811882077

- 2. Mr. Rakesh Kumar S/o. Shri. Chandra Bhan  
R/o. Daulatpura, Ghaziabad.

*[Signature]*

*[Signature]*  
Kamaldeep Taliyan  
Advocate  
Regd. No. UP-6792/03  
Ch. No. A-10 Tehsil Compound GZ  
Mob. 9811882077

Dated : 20.05.2025 Drafted by- 'Kamaldeep Taliyan' Advocate, Chamber No- A-10, Tehsil Compound, Ghaziabad.

Kamaldeep Taliyan  
Advocate  
Regd. No. UP-6792/03  
Ch. No. A-10 Tehsil Compound GZ  
Mob. 9811882077



आवेदन सं०: 202500739043155

बही संख्या 1 जिल्द संख्या 22636 के पृष्ठ 25 से 38 तक क्रमांक 5892 पर दिनांक 20/05/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह  
उप निबंधक : सदर द्वितीय  
गाजियाबाद  
20/05/2025



