



सत्यमेव जयते

INDIA NON JUDICIAL  
 Government of Uttar Pradesh

## e-Stamp

Certificate No.

IN-UP05611275629784R

Certificate Issued Date

31-Jan-2019 03:58 PM

Account Reference

SHCIL-(FI)/upshcill01/ GHAZIABAD/ UP-GZB

Unique Doc. Reference

SUBIN-UPUPSHCIL0106696735849537R

Purchased by

SRM INFRATECH SOLUTIONS PVT LTD

Description of Document

Article 40 Mortgage Deed

Property Description

GH-7B KOYAL ENCLAVE GHAZIABAD

Consideration Price (Rs.)

:

First Party

SRM INFRATECH SOLUTIONS PVT LTD

Second Party

DCB BANK LTD

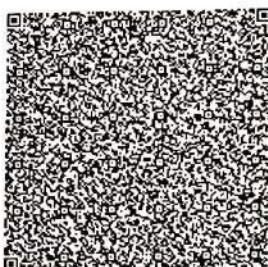
Stamp Duty Paid By

SRM INFRATECH SOLUTIONS PVT LTD

Stamp Duty Amount(Rs.)

3,80,000

(Three Lakh Eighty Thousand only)



VERIFIED BY  
 Sub-Registrar-III  
 Ghaziabad

LOCKED BY  
 Sub-Registrar  
 Ghaziabad

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

For SRM Infratech Solutions Pvt. Ltd.  
 Authorised Signatory

TQ 0007952067

## Statutory Alert:

- 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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



उत्तर प्रदेश UTTAR PRADESH

CT 769234

INDENTURE OF MORTGAGE

(WITHOUT POSSESSION)

Stamp Duty Paid of Rs. 5,00,000/-

This **INDENTURE OF MORTGAGE** is executed at Ghaziabad, Uttar Pradesh, on this 31<sup>st</sup> day of January 2019

BY

**M/S. SRM INFRATECH SOLUTIONS PRIVATE LIMITED**, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at 1118, 11<sup>th</sup> Floor, Arunachal Building, Barakhamba Road, New Delhi 110001 (through its Authorised Signatory/s: Mr. Vikrant Kamboj S/o Brij Lal R/o House No. 30, Subhash Nagar, Near Water Tank, Jaroda, Jagadhri, Yamuna Nagar, Haryana-135003 (vide board of directors resolution letter dated 30-01-2019) (hereinafter referred to as the "Mortgagor /Borrower" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns) of the FIRST PART (PAN AAXCS4303E)

IN FAVOUR OF

**DCB BANK LIMITED**, a Banking Company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 601 & 602, 6<sup>th</sup> Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra and a CAD (Credit Administration Department) office amongst others at A-SET House, 7/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi – 110005 (through its Authorised Signatory: Mr. Prashant Kumar Gupta

For SRM Infratech Solutions Pvt. Ltd.

Authorised Signatory



Page 2 of 52

1/31/2019

31 JAN 2019

पुष्टि विलेख 52

१०८ राज्या..... विवरण की तारीख.....

विवरण करते का प्रतीक्षण..... विवरण करते का नाम व सूच पता S.R.M. इन्फ्राटेक सोल्युशन्स प्रा. एम. इन्फ्राटेक

प्राप्ति विलेख.....

विवरण की दराएँ..... 5000/-

0000

राजेश वुषार स्टाम्प विक्रेता

गैरिजेस नम्बर 350

गैरिजेस की अवधि 31 अर्ध

गैरिजेस क्रमांक, गाजियाबाद :



बंधक पत्र (विना कब्जा)

प्रतिफल- 168000000 स्टाम्प शुल्क- 500000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 240 योग : 20240

श्री एस आर एम इन्फ्राटेक सोल्युशन प्रा लि द्वारा

विक्रान्त कम्बोज अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री बृज लाल

व्यवसाय : अन्य

निवासी: सुभाष नगर समुना नगर हरियाणा

*Signature*



श्री एस आर एम इन्फ्राटेक सोल्युशन प्रा लि द्वारा

विक्रान्त कम्बोज अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 31/01/2019

एवं 04:11:05 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Signature*  
सुरेश चन्द्रमौर्य  
उप निबंधक: सदर तृतीय

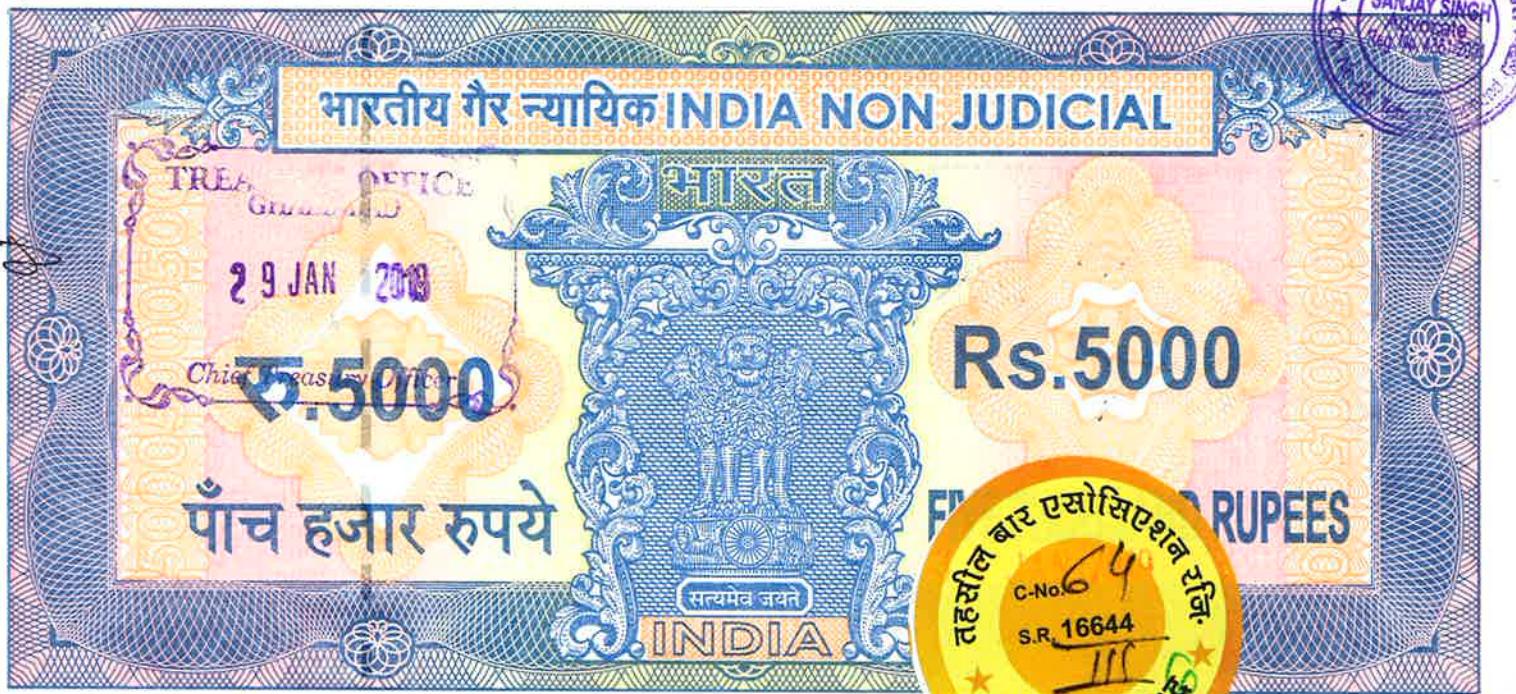
गाजियाबाद

31/01/2019

*Signature*  
गाजियाबाद सदर तृतीय लिपिक  
कनिष्ठ सहायक (निबंधन) - नियमित



1138



## उत्तर प्रदेश UTTAR PRADESH

CT 769234

**INDENTURE OF MORTGAGE**

**(WITHOUT POSSESSION)**

Stamp Duty Paid of Rs. 5.00,000/-

This **INDENTURE OF MORTGAGE** is executed at Ghaziabad, Uttar Pradesh, on this 31<sup>st</sup> day of January 2019.

BY

**M/S. SRM INFRATECH SOLUTIONS PRIVATE LIMITED**, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at 1118, 11<sup>th</sup> Floor, Arunachal Building, Barakhamba Road, New Delhi 110001 {through its Authorised Signatory/s: Mr. Vikrant Kamboj S/o Brij Lal R/o House No. 30, Subhash Nagar, Near Water Tank, Jaroda, Jagadhri, Yamuna Nagar, Haryana-135003 (vide board of directors resolution letter dated 30-01-2019) (hereinafter referred to as the "Mortgagor /Borrower" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns) of the FIRST PART (PAN AAXCS4303E)

## IN FAVOUR OF

**DCB BANK LIMITED**, a Banking Company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 601 & 602, 6<sup>th</sup> Floor, Tower A, Peninsula Business Park, SenapatiBapatMarg, Lower Parel, Mumbai – 400013, Maharashtra and a CAD (Credit Administration Department) office amongst others at A-SET House, 7/56, DeshBandhu Gupta Road, Karol Bagh, New Delhi – 110005 {through its Authorised Signatory: Mr. Prashant Kumar Gupta

For S.R.M. InfraTech Solutions Pvt. Ltd.

### Authorised Signatory





## उत्तर प्रदेश UTTAR PRADESH

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CT 769235 CT 769235

**S/o Shri Kiran Kumar Gupta R/o House No. 256-D, Pocket-1, East Delhi-110091** (hereinafter called the "Mortgagee /Bank" which expression shall wherever the context so admits be deemed to include its successors and assigns) of the SECOND PART. **PAN AAACD1461F**

(The **Mortgagor/Borrower** and **Mortgagee/Bank** are hereinafter collectively referred to as "Parties" and individually as "Party")

**WHEREAS:**

1(a) The Land Owner/Guarantor i.e. SRM Infratech Solutions Private Limited, being the owner of the property as more particularly described in the First Schedule hereunder written by virtue of the Agreement to Sale executed by GDA (registered dated 24.10.2016 as Document No. 7508.) in the office of Sub-Registrar, Ghaziabad, U.P. in favour of the Developer/Borrower i.e. SRM Infratech Solutions Private Limited, for development of the said property. By virtue of the said agreements, SRM Infratech Solutions Private Limited is seized and possessed of and/or otherwise well and sufficiently entitled to develop all that immovable properties with all accessions as more particularly described in the First Schedule hereunder written..

(b) The Mortgagor has obtained change in land use permission / building permission from the Competent Authority/ies as also other permissions as required by law from various authorities, agencies, departments of the Government of Uttar Pradesh and/or Union Government of India under development control regulations for the time being in force to develop the said immovable properties as more particularly described in the First Schedule hereunder written and to construct

For SGM Infratech Solutions Pvt. Ltd.

### Authorised Signatory

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1/31/2019 6/97

31 JAN 2019

पुष्टि विलेख 58,59

इनकारण का तार्थ.....  
दाप लेव करने का प्रयोग.....  
दाप लेव करने का नाम व पूरा पता S.R.M. इन्फ्राटेक

दाप की रकम 500/-



राजेश कुमार स्टाम्प विक्रेता

लाईसेंस नम्बर 350 निष्पादन लेखपत्र काद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त लाईसेंस की अवधि वीधिकारी

कम्बोज क्रमांक 100

श्री एस आर एम इन्फ्राटेक सोलुशन प्रा लि के द्वारा विकान्त  
कम्बोज, पुत्र श्री दूज लाल

निवासी: सुभाष नगर यमुना नगर हरियाणा

व्यवसाय: अन्य

बंधक कर्ता: 1



श्री डी सी बी बैंक ति के द्वारा प्रशान्त कुमार गुप्ता, पुत्र श्री किरन कुमार गुप्ता

निवासी: 256 डी ईस्ट दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री अंकित बंसल, पुत्र श्री गजानन बंसल

निवासी: सम्पला जिला रोहतक हरियाणा

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री आरिफ, पुत्र श्री जमीर अहमद

निवासी: केला देहात गाडीबाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुरेश चन्द्र मौर्य  
उप निवारक: सदर तृतीय  
गाजियाबाद

गाजियाबाद सदर तृतीय लिपिक  
कनिष्ठ सहायक (निवारक) - नियमित





उत्तर प्रदेश UTTAR PRADESH

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CT 769236 CT 769236

buildings (residential and commercial) on the said immovable properties under the project named and styled as "Aero Heights" (herein after for brevity's sake referred to as "the said Project") and to sell the flats/ units/ offices/ premises/ shops/ etc. in the said Project..

(c) The Mortgagor is developing the said property in a phase wise manner vide a Residential / Commercial Building Project known as "Aero Heights" constructed on the said immovable property more particularly described in the First Schedule (hereinafter for brevity's sake referred to as "the Project") with the right to sell the Flats/Units/Office Premises/Shops, etc in the said Project.

The said immovable property and the Flats / Units / Office Premises/ Shops, etc constructed on the said property in phase wise manner vide a Residential / Commercial Building Project known as "Aero Heights" are hereinafter referred to as "the Mortgaged Premises"

2. In order to enable the Mortgagor/Borrower to meet the construction cost and the cash flow requirements related to the said Project, the Bank has at the request of the Mortgagor/Borrower, granted/agreed to grant to the Mortgagor/Borrower, a secured Term Loan facility with a limit of INR 16,80,00,000.00 (Rupees Sixteen Crores Eighty Lacs Only) on the terms and conditions set out in the Bank's Sanction Letter dated 24th December 2018, issued by the Bank to the Mortgagor/Borrower and duly accepted by the Mortgagor/Borrower, the Sanction Letter/s, Lien & Set Off Letter, Term Loan Agreement, Deed of Hypothecation, Undertaking and any other agreement and/or documents as may be stipulated / obtained by the Bank from time to time, and inter-alia on the security of the said Mortgaged Property by way of a first and exclusive charge and

For SRM Infratech Solutions Pvt. Ltd.

Authorised Signatory



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उत्तर प्रदेश UTTAR PRADESH

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CT 768949 CT 768949

other terms and conditions as set out hereinafter and on the Mortgagor/Borrower agreeing to maintain the stipulated margin.

3. Further as security for the Secured Debt, the Mortgagor has also offered the unsold Flats/ Units/ Office Premises/ Shops, etc constructed / to be constructed on the said immovable property in the Residential / Commercial Building Project known as "Aero Heights" in favour of the Mortgagee (more particularly described in the Second Schedule hereunder written). The unsold Flats/ Units/ Office Premises/ Shops, etc are also the subject matter of this deed.
4. Words and expressions used herein but not defined shall have the meaning and interpretation ascribed to them in the agreement/s executed for the financial facilities / the financing documents.
5. The recitals to this Deed and the Schedules hereunder shall form an integral part of this Deed.
6. In case there is more than one Mortgagor the reference to the term "Mortgagor" or "Mortgagor/s" shall be deemed to be as if it were plural and this Indenture shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally.
7. The singular shall include the plural and vice versa.
8. The Bank has called upon and required the Mortgagor to execute these presents which the Mortgagor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY

For SPM Infratech Solutions Pvt. Ltd.  
*[Signature]*

Authorised Signatory

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उत्तर प्रदेश UTTAR PRADESH

CT 768950 CT 768950

AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DEFINITIONS & CONSTRUCTION

**Definitions**

In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings:-

**Event of Default** means an event which is an event of default under the Sanction Letter(s) / Term Loan Agreement / Master General Terms Agreement entitling the Bank to various rights as mentioned in the Sanction Letter(s) / Term Loan Agreement / Master General Terms Agreement on the occurrence of that event and shall also include the events of default mentioned in the **Third Schedule** of these presents.

**Final Settlement Date** shall mean the date on which all the outstanding dues are fully paid off as per Sanction Letter dated 24<sup>th</sup> December 2018 and the Bank have confirmed in writing that no dues are outstanding by the Mortgagor/Borrower to the Bank under the Term Loan Agreement.

**Financing Documents** shall mean the documents executed / proposed to be executed by the Mortgagor in respect of the said Mortgaged Debt provided / agreed to be provided by the Bank to the Borrower including the Letter of Lien & Set Off, Term Loan Agreement, Master General Terms Agreement, Deed of Hypothecation, Undertakings, Sanction Letter/s and other Security Documents as may be stipulated / obtained by the bank from time to time.

For SRM Infotech Solutions Pvt. Ltd.

*[Signature]*

Authorised Signatory

*[Circular Blue Stamp]*



उत्तर प्रदेश UTTAR PRADESH

CT 768951 CT 768951

**Further Interest Rate** means the default / additional interest rate specified in the Sanction Letter/s and/or Financing Documents for any default / delay in compliance of any of the terms and conditions as stipulated in the Financing Documents.

**Indenture** shall mean this Indenture of Mortgage, charge and any amendments thereto.

**Insurance Contracts** shall mean the insurance contracts and policies, any substitutes thereof, or any additional insurance contracts or policies in relation to the Mortgaged Premises.

**Mortgage Debt / Secured Debt** shall mean the Term Loan facility of INR 16,80,00,000.00 (Rupees Sixteen Crores Eighty Lacs Only) secured by way of this Indenture of Mortgage, together with all interest, commission, all fees, premia on prepayment (if any), costs, charges, commission and expenses, whatsoever stipulated in or payable.

**Mortgaged Property** shall mean all the mortgaged immovable properties and all fittings, fixtures and attachments made in the buildings constructed or to be constructed thereon as more particularly described in the First Schedule hereunder written and all present and future receivables arising out of sale of flats/ units/ offices / premises/ shops/ etc. pertaining to the construction of buildings in the said Project "AERO HEIGHTS" and more particularly described in the First Schedule hereunder written expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the redemption of the principal amount, premium on redemption, interest, liquidated damages and other monies for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 4 hereof and all future properties acquired by the said Mortgagor, hereinafter agreed to be

For SRM Infotech Solutions Pvt. Ltd.

Authorised Signatory



Page 7 of 52

|  |   |
|--|---|
| <b>Name and Address of the Borrower</b>                  | <p><b>Name: M/s. SRM Infratech Solutions Private Limited</b></p> <p>Address of Registered office/principal place of business: 118, 11 Floor, Arunachal Building, Barakhamba Road New Delhi New Delhi- 110001</p> <p>Type of the Borrower: company</p> <p><u>Names of the Directors :</u></p> <p>3. MrVikasDua<br/>4. Mr Sandeep Sharma</p>      |
| <b>Inclusions in the definition of the term Borrower</b> | <p>Unless it be repugnant to the subject or as the context may permit or require, the term Borrower in this Memorandum of Entry By Deposit Of Title Deeds includes:</p> <p>Reference to the "Borrower" shall, in case there is more than one borrower, mean, as the subject or context may permit, each of them or any one or more of them.</p> |

SIGNED SEALED AND DELIVERED BY the Guarantor/ }  
 Mortgagor No.1 within named M/s.SRM Infratech }  
 Solutions Private Limited; by the hand of its authorized }  
 signatory For SRM Infratech Solutions Pvt. Ltd. }  
 Mr. Vikrant Kamboj Authorised Signatory
 



The Common Seal of within named Guarantor /Mortgagor No. M/s. SRM Infratech Solutions Private Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on 30<sup>th</sup> day of January, '2019 in the presence of :

- 1) Mr. Vikas Dua Director and
- 2) Mr. Sundeep Sharma Director

of the Borrower who have signed these presents in token thereof.

SIGNED AND DELIVERED BY DCB BANK LIMITED; }  
 THROUGH ITS AUTHORISED SIGNATORY : }  
 Mr. Prashant Kumar Gupta }

## Annexure -B

## List of Title Deeds deposited

## Property No – 1

| Sl. No. | Registered Date of Document | Name of Documents   | Whether Original/ Photocopy |
|---------|-----------------------------|---|-----------------------------|
| a)      | 10.11.2015                  | Allotment Letter issued by GDA in favour of M/s S.R.M.O.S Consortium in respect of Plot No. GH-7B measuring 6718.40 sq. mtrs. )   | Original                    |
|         | 24.10.2016                  | Possession Letter issued by GDA in favour of M/s S.R.M.O.S Consortium. in respect of Plot No. GH-7B measuring 6718.40 sq. mtrs  | Original                    |
| b)      | 24.10.2016                  | Agreement to Sale executed by GDA in favour of M/s SRM Infratech Solutions Pvt. Ltd. in respect of the said property.   | Original                    |
| c)      | 13.02.2018                  | Building Plan Sanction Letter issued by GDA in favour of M/s SRM Infratech Solutions Pvt. Ltd. in respect of the said property.   | Original                    |
| e)      | 12.05.2017                  | Provisional NOC of fire dated 12.05.2017 from Fire Department in favour of M/s SRM Infratech Solutions Pvt. Ltd. in respect of the said property.   | Original                    |
| f)      | 01.08.2017                  | NOC (for height clearance only) issued by Air Headquarters, VayuBhawan, Rafi Marg, New Delhi in favour of M/s SRM Infratech Solutions Pvt. Ltd. in respect of the said property   | Original                    |
| g)      | 12.06.2018                  | Environmental Clearance for setting up of a group housing complex at PLOT NO. GH-07 (MEASURING 6718.40 SQ. MTRS.) Issued by State Level Environment Impact Assessment Authority, UP. In favour of M/s SRM Infratech Solutions Pvt. Ltd. | Original                    |
| h)      | 20.08.2016                  | Letter issued by GDA in favour of M/s S.R.M.O.S Consortium regarding Payment Plan with interest in respect of PLOT NO. GH-07 (MEASURING 6718.40 SQ. MTRS.)  | Original                    |
| i)      | 09.08.2017                  | Letter issued by GDA in favour of M/s S.R.M.O.S Consortium regarding Payment Plan with interest in respect of PLOT NO. GH-07 (MEASURING 6718.40 SQ. MTRS.)  | Original                    |
| j)      |                             | NOC from Pollution Angle issued by Pollution Department M/s SRM InfratechPvt. Ltd. in respect of the said property.   | Original                    |
| k)      |                             | Permission to Mortgage/NOC issued by GDA in favour of M/s SRM InfratechPvt. Ltd to mortgage and permitting the Builder to issue mortgage permission to its Sub-Lesseees.  | Original                    |
| l)      |                             | Payment Receipts issued by GDA in favour of M/s SRM InfratechPvt. Ltd. in respect of the said property. (as proof of making regular payment of Lease Rent to GDA Authority)   | Original                    |
| m)      |                             | Memorandum & Articles of Association of M/s SRM InfratechPvt. Ltd.  | Original                    |

For SRM Infratech Solutions Pvt. Ltd.

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

52

CT 762259

CT 762259

For SRM Infratech Solutions Pvt. Ltd.

*Qurat*

Authorised Signatory



Witness :-

1.

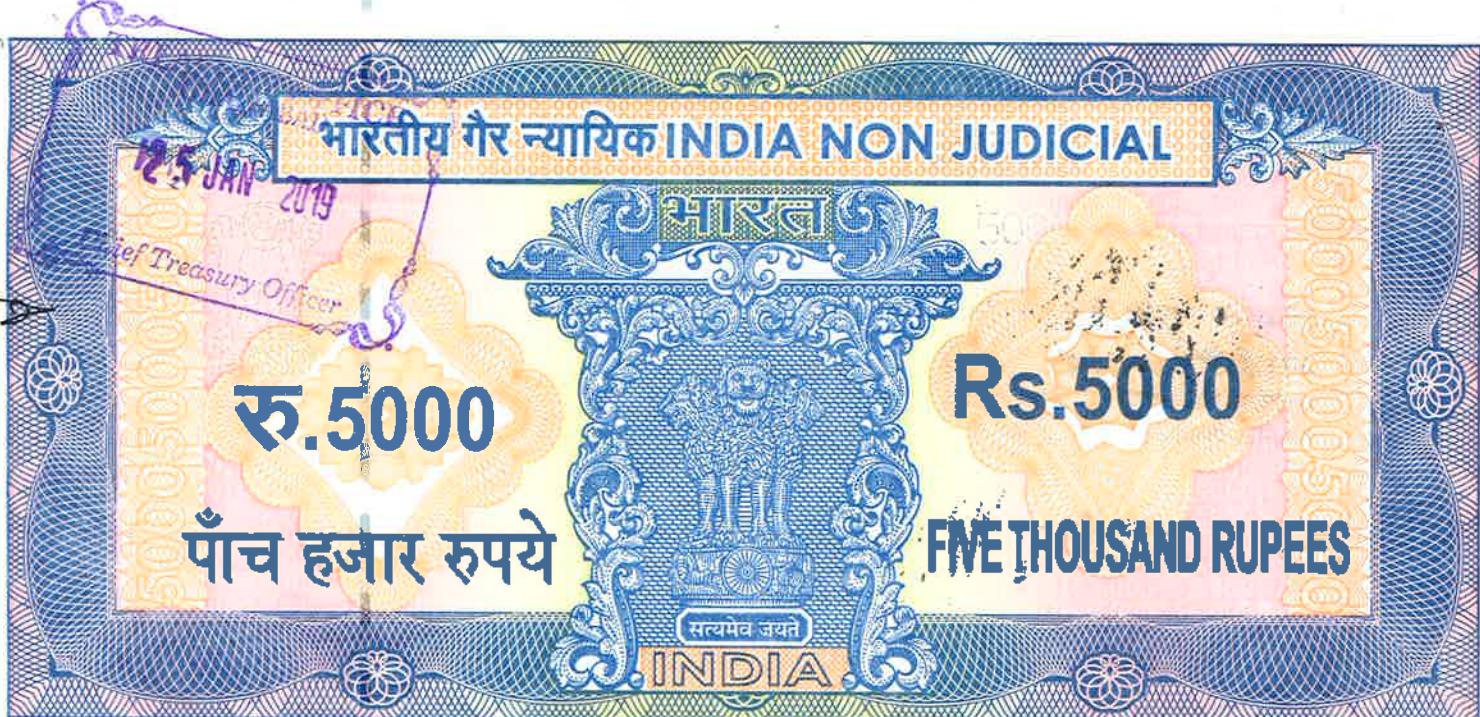
*ankitbansal*

ANKIT BANSAL S/O GAJANAND BANSAL  
R/O VPO SAMPLA DISTT. ROHTAK HARYANA

2.

AARIF S/O ZAMEER AHMAD R/O KELA DEHAT GHAZIABAD U.P.





उत्तर प्रदेश UTTAR PRADESH

53

CT 762260

CT 762260

For SRM Infratech Solutions Pvt. Ltd.

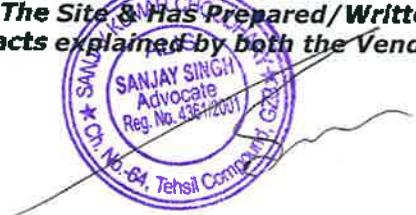
*Arshu*

Authorised Signatory



DRAFTED BY :-

**SANJAY KUMAR CHAUDHARY Alias SANJAY SINGH (ADVOCATE)**  
Registration No. 4361/2001 Chamber No. 64,  
TEHSIL COMPOUND GHAZIABAD (U.P.).  
Has Not Seen/Visited The Site & Has Prepared/Written  
the sale deed as per facts explained by both the Vendor & Vendee



1/31/2019

60/58  
कम राख्या

31 JAN 2019

पुष्टि यित्तेब 60

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प फ्रेंटा का नाम ये पूरा पता S.R.M. राज्यांक

स्टाम्प की धनराशि 5.00/-

5.00/-

5.00/-

विद्यालय शुल्क स्टाम्प विकेता

लाईसेन्स नम्बर ३०१

लाईसेन्स वीजेयधि 31 मार्च 200

तहसील कम्पाउन्ड, गाजियाबाद



बही संख्या 1 जिल्द संख्या 1417 के पृष्ठ 345 से 454 तक क्रमांक  
1138 पर दिनांक 31/01/2019 को रजिस्ट्रीकृत किया गया।

1417/345-10

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Surash Chand Mory*  
सुरश चन्द मौर्य

उप निबंधक : सदर तृतीय

गाजियाबाद

31/01/2019

