

**GAURAV SETH
ADVOCATE
CHAMBER NO. D-319,
KKD COURT COMPLEX
SHAHDARA, DELHI-110032
MOB NO. 9717355900
ENRL. NO. D-865/2000**

Dated 31-7-2018

CERTIFICATE IN REGARD TO THE ENCUMBRANCES (IF ANY) TO THE TITLE OF THE LAND AND THE GROUP HOUSING PROJECT THEREUPON IN COMPLIANCE TO THE U.P. RERA.

This certificate is being issued for the purposes of disclosing the encumbrances, if any, found over the Group Hosing project named as SIKKA KAAMYA GREENS, launched by promoter M/s ECO GREEN BUILDTECH PVT. LTD. (hereinafter referred as 'promoter') situated at property bearing no. GH-02B SECTOR 10, GREATER NOIDA, U.P. (hereinafter referred as 'Plot').

DETAILS OF THE IMMOVABLE PROPERTY CONCERNING GROUP HOUSING PROJECT OF THE PROMOTER

The immoveable property in respect of which this certificate is being issued is part of plot no. GH-02, SECTOR 10, GREATER NOIDA, U.P. This plot belonged to the GREATER NOIDA Industrial Development Authority. The GREATER NOIDA Industrial Development Authority in furtherance sub division of the aforesaid plot done vide letter dated 22-10-2012 bearing letter no. Prop/BRS-4-2010/2012/598 executed a lease deed in favour of 'promoter' for a part (admeasuring 41565.44 square meter) of the aforesaid property vide registered lease deed dated 05-10-2012.



NAME & ADDRESS OF THE PROMOTER AND DETAILS OF THE TITLE: -

M/s ECO GREEN BUILDTECH PVT. LTD. HAVING REGISTERED OFFICE AT:- C-60, PREET VIHAR, DELHI 110092.

The immoveable property in respect of which this certificate is being issued is part of plot no. GH-02, SECTOR 10, GREATER NOIDA, U.P. This plot belonged to the GREATER NOIDA Industrial Development Authority. The GREATER NOIDA Industrial Development Authority in furtherance sub division of the aforesaid plot done vide letter dated 22-10-2012 bearing letter no. Prop/BRS-4-2010/2012/598 executed a lease deed in favour of 'promoter' for a part (admeasuring 41565.44 square meter) of the aforesaid property vide registered lease deed dated 05-10-2012. **The copy of the lease in favour of 'Promoter' annexed herewith** and the registration of the said lease deed has been duly verified from the office of Sub Registrar, Gautam Budh Nagar, U.P., wherein the said deed was got registered. The lease is still in continuation and after verification from Greater Noida Industrial Development Authority, it has come across that the lease has not been cancelled/revoked till date. The lease in favour of 'promoter' permits them to raise construction under the Group Housing Scheme.

'Promoter' is a company duly registered with R.O.C Delhi.

In terms of the lease the Promoter has paid to the original lessor i.e. Greater Noida Industrial Development Authority an amount of Rs.146887644/- (Fourteen Crores Sixty Eight Lac Eighty Seven Thousand Six Hundred Forty Four Only) till date and an amount of Rs.430756610/- (Forty Three Crore Seven Lac Fifty Six Thousand Six Hundred Ten Only) is outstanding (which includes the amount of interest till date), which is payable by the 'Promoter' to the Original Lessor i.e. Greater Noida Industrial Development Authority. In accordance to the terms of the lease and the amendment letter dated 01.06.2017, for the



rescheduling, payments in accordance to lease have to be made by the 'Promoter' to the Lessor till 30-11-2020.

DETAILS PERTAINING TO THE MORTGAGE / LIEN / PLEDGE / LOAN / CREDIT FACILITY AVAILED FOR THE DEVELOPMENT OF THE RESIDENTIAL PROJECT BY THE LESSEE.

'Promoter' has taken a Credit Facility from Aditya Birla Finance Ltd. vide sanction dated 17.03.2017 bearing reference no. ABF/LOC/MAR17/N0075, a copy of which is annexed herewith.

The Principle Borrower in respect of this Credit Facility is 'Promoter' and the credit facility is a term loan with the facility amount of Rs. 42 Crores. The facility is renewable subject to the review and discretion of the Lender. The said credit facility is continuing and the total amount of loan which has been availed by the borrower i.e. 'Promoter' is Rs.42,00,00,000/- (Forty Two Crore Only).

The repayment has commenced and the 'Promoter' till date has repaid 60818774/- .

The collateral security which are lying with the Lender for the purposes of sanction of Credit Facility is not being repeated herein as the same has been depicted/manifested in the sanction letter dated 17.03.2017. Directly the 'plot' is not under the charge of lender. The Group Housing Scheme Project being constructed / raised on the 'plot' is under the charge of the lender which is manifested by the collateral clause of the sanction letter issued by lender dated 17.03.2017.

The title in favour of the 'Promoter' in respect of the 'plot' is encumbrance free as the lease has neither been revoked nor cancelled and the lease in favour of the 'Promoter' is in continuation till date. The terms of the lease manifest the manner and type of construction which the 'promoter' is entitled to raise and the lease also manifest the schedule of payments to be made by the 'promoter' necessarily for the 'plot' under its

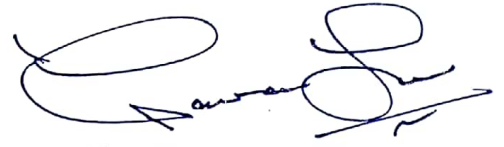


lease. The continuation of the lease manifest that there is no encumbrance to the lease hold title of the Promoter.

As far as the Credit Facility availed by the 'Promoter' is concerned the Credit Facility gives a charge to the lender over the Group Housing Project being raised by the 'Promoter' and the said charge as of date is to the tune of Rs.42,00,00,000/- (Forty Two Crore Only) and the Credit Facility account is operational/continuing.

Annexures: -

- (I) True copy of lease deed in favour of 'Promoter'.
- (II) Certificate of incorporation of 'Promoter' with ROC
- (III) Letter dated 01-06-2017 Issued by Greater Noida Industrial Development Authority for rescheduling the payments in furtherance of lease to the 'Promoter'.



**GAURAV SETH
ADVOCATE**

Note: - This certificate has been drafted / scribed by the undersigned as per the documents provided and declarations made by the promoter. All possible necessary precautions were taken while drafting/scribing the present certificate.

