

ENCUMBRANCE CERTIFICATE

WITH RESPECT TO

Project namely 'Eldeco Saksham (EWS) and Eldeco Sukriti (LIG)' situated at Village Piparia (Ghanghora) Nainital Road, Bareilly, Uttar Pradesh

ISSUED BY

HKJ & ASSOCIATES
Advocates & Consultants
2nd Floor, Manish Chambers, L.S.C.
Mayur Vihar, Phase 2, Delhi - 110091

HIGHLY CONFIDENTIAL & CLIENT PRIVILEGED
24th November, 2023

PRIVATE AND CONFIDENTIAL

To
Eldeco Infrabuild Limited
201-212, Splendor Forum, IInd Floor,
Jasola District Centre, New Delhi-110025

24th November, 2023

Kind Attention: Mr. Mohan Singh Rawat, Director

I. INTRODUCTION

Based on the instructions given to us by Eldeco Infrabuild Limited ("**Client**"), we have issued this certificate ("**Certificate**") solely on the basis of our review of the documents provided to us in respect of proposed Project namely 'Eldeco Saksham (EWS) and Eldeco Sukriti (LIG)' on a land admeasuring 6384 sq. mtr. (1.577 acres) situated at Village Piparia (Ghanghora) Nainital Road, Bareilly, Uttar Pradesh [hereinafter referred to as "**Project**"], listed at Annexure-I of this Certificate ("**Documents**").

II. ASSUMPTIONS AND QUALIFICATIONS

- (i) Our scope, for the purpose of this Certificate, was limited only to the review of the Documents and did not involve (a) any independent investigation with respect to the information contained in the Documents or inquiry into the veracity or authenticity of any fact(s) therein; and (b) any independent searches with respect to any documents/records in respect of the Property, other than the Documents provided to us.
- (ii) We have relied solely on the Documents and the information and the contents set out therein, and have assumed correctness of such information and contents. Our observations in this Certificate are limited to issues and risks arising from a legal perspective in relation to the title of the respective owners to the Property, as analyzed by us from the Documents.
- (iii) Unless otherwise specified under this Certificate, we have not examined issues pertaining to (a) approvals from statutory/ regulatory authorities for construction, development and/ or occupation of the Property; (b) business, taxation, regulatory and financial issues of the present or previous owners of the Property; and (b) local regulations, circulars, notifications, regulations, etc. that the Property may be subject to.
- (iv) The key issues set out in this Certificate are subject to the requisitions raised by us and the same may be updated and modified upon review of the responses that may be provided to our requisitions.
- (v) We have relied solely on the Documents to determination the mortgages created upon and the on-going litigations in respect of the Property; and have not independently verified any litigation, encumbrances arising on the Property. Further, we have not conducted any searches in: (a) any



court, registry or the office of any authority in relation to any pending or threatened litigation, claim or proceeding arising on or in connection with the Property mentioned herein; and/or (b) the office of the Registrar of Companies or any other statutory authority to determine any encumbrances created/existing with respect to the Property. The Certificate has been drafted on the basis of a review of Documents made available to us in respect of the Property.

- (vi) While all reasonable care has been taken to ensure that the facts stated in this Certificate are accurate and based only on the details and the documents provided to us and perused by us, neither H.K.J. & Associates, nor any of its advocate, attorney, associate, consultant, staff, employee, etc., shall in any way be responsible for the contents of this Certificate and we take no responsibility/liability for any reliance thereon by a third party. H.K.J. & Associates, (including its any advocate, attorney, associate, consultant, staff, employee, etc.) will not be liable for any consequential, incidental or punitive loss or expense in any condition or situation whatsoever.

III. CERTIFICATE

Description of the said Property
Village Piparia (Ghanghora) Nainital Road, Bareilly, Uttar Pradesh
FLOW OF TITLE
<ul style="list-style-type: none"> ➤ Eldeco Infrabuild Limited (herein "Promoter") along with other land owners is seized and possessed of 40.83 acres of land situated at Bareilly, Uttar Pradesh (herein "Total Land"). ➤ The Total Land is approved by Bareilly Development Authority ("BDA") for developing a residential township (herein "Township") which has named by the Promoter as "Eldeco City". ➤ The Township is being developed in the planned and phased manner and is consisting of plotted development, independent built-up villas, commercial spaces, independent floors, schools, parks, club, utilities, common services and facilities etc. therein. <ul style="list-style-type: none"> • The first phase of the Township is being develop on a portion of land admeasuring 56503.12 sq.mt. (13.96 acres) by the name of "Eldeco City Phase I" (herein "Phase I"), which is duly registered with Uttar Pradesh Real Estate Regulatory Authority ("UPRERA") vide registration bearing no. UPRERAPRJ 712792 dated 06.08.2020. • The second phase of the Township is being develop on a portion of land admeasuring 81826.24 sq. meters (20.219 acres) by the name of "Eldeco City Phase II" (herein "Phase II"), which is duly registered with Uttar Pradesh Real Estate Regulatory Authority ("UPRERA") vide registration bearing no. UPRERAPRJ412910 dated 15.10.2020. • A commercial complex at Township is being develop on a portion of land admeasuring 640.16 sq. mtr. (0.158 acres) by the name of "Eldeco City Mart" (herein "Commercial Complex"), which is duly registered with Uttar Pradesh Real Estate Regulatory Authority ("UPRERA") vide registration bearing no. UPRERAPRJ937712 dated 01.01.2022. ➤ The Promoter is now developing Economically Weaker Section/ Lower Income Generating (EWS/LIG) admeasuring 6384 sq. mtr. (1.577 acres) forming part and parcel of Township/ Total Land ("Project Land") under the name of "Eldeco Saksham (EWS) and Eldeco Sukriti (LIG)" (herein "Project"), consisting of 2 towers i.e 1 tower each for EWS and LIG.



- The Total Land/ Project Land is owned by various persons and these persons have entered into a Consortium Agreement & Amendment to Consortium Agreement with the Promoter in respect of the Total Land, whereby the Promoter being a lead member is entitled to develop, market, sell the saleable area in the Township/Project. The details of the Sale deed(s) and Consortium Agreement and Amendment to Consortium Agreement is attached herewith as **Annexure I.**

POSSESSION

As per documents provided and perused by us, possession of said Property appears to be with Eldeco Infrabuild Limited.

PUBLIC ACTIVITY

As per documents provided and perused it appears that said Property does not relate to any public activity/ Trust Land/ Govt. Land/ Road.

CONFIRM

- a) Is there any mortgage/s or other encumbrances that have been created against the property? If yes, kindly provide all the relevant information.
We have been informed that the Promoter has created mortgaged/ hypothecated Project Land and/or receivables thereon in favour of JM Financial Credit Solutions Limited.
- b) Details and copies of agreements entered or Power of Attorney given with respect to the property, if any. **We have been that Loan Agreement, Memorandum of Entry and Deed of Hypothecation all dated 29th September, 2022 amongst Promoter and JM Financial Credit Solutions Limited.**
- c) Whether the Property is subject matter to any dispute before any court of law or tribunal in India? If yes, kindly provide all the relevant information. **We have been informed that a portion of the Total Land is a part of a dispute being initiated by a third party claiming himself/ itself as owner of that portion and in that litigation no order is passed till date restricting the owner of the said parcel of land as well as the Promoter in any manner whatsoever from developing, marketing, selling the same. The Case no. is WRIT –B NO.- 3457 of 2018.**



CONCLUSION

On perusal of documents shared in relation to the Said Property, we are of the view that Eldeco Infrabuild Limited has valid and subsisting title over the said Property on the basis of Sale deed and Registered Consortium agreement including its amendment, in its favour.

Trust the above is of assistance to you, if you have any further clarifications, please feel free to revert.



H.K. Jaggi
Advocate

ANNEXURE -I
DETAILS OF SALE DEEDS OF TOTAL LAND

Sr. No.	Purchaser	Reg No.	Reg Date
1.	M/s Banyan Infracon Pvt. Ltd.	699	21.01.11
2.	M/s Popular Infratech Pvt.Ltd.	11879	25.10.11
3.	M/s Welcome Infra Developers Pvt. Ltd.	11082	25.10.11
4.	Mars Buildtech Pvt. Ltd.	6822	11.06.12
5.	Mars Buildtech Pvt. Ltd.	2484	13.03.12
6.	M/s Welcome Infra build Pvt. Ltd.	9838	31.07.2013
7.	M/s Welcome Infrabuild Pvt. Ltd.	9840	31.07.13
8.	M/s Welcome Infrabuild Pvt. Ltd.	10047	18.07.14
9.	M/s Welcome Infrabuild Pvt. Ltd.	10749	31.07.14
10.	Glaze Real Tech Pvt Ltd	700	21.10.2011
11.	Eldeco Infrabuild Limited	3012	03.12.2020
12.	Mars Builtech Pvt Ltd	8300	21.08.2010
13.	Welcome Infrabuild Pvt Ltd	8457	08.01.2019

DETAILS OF SALE DEED OF PROJECT LAND

Sr. No.	Purchaser	Reg No.	Reg Date
1.	Mars Buildtech Pvt Ltd	8300	21.08.2010

DETAILS OF CONSORTIUM AGREEMENT(s)

Name of Lead member	Name of Consortium Members	Collaboration Agreement Reg. No.	Date of Registration
Eldeco Infrabuild Limited	Banyan Infracon Pvt. Ltd.	186	09.07.2020
	Popular Infratech Pvt. Ltd.		
	Welcome Infra Developers Pvt. Ltd.		
	Welcome Infrabuild Pvt. Ltd.		
	Glaze Realtech Private Limited		
	Mars Buildtech Pvt. Ltd.		
	Rishi vani and Rakesh Kumar Aggarwal		

DETAILS OF ADDENDUM TO CONSORTIUM AGREEMENT

Name of Lead member	Name of Consortium Members	Date of agreement
Eldeco Infrabuild Limited	Banyan Infracon Pvt. Ltd.	17.08.2020
	Popular Infratech Pvt. Ltd.	
	Welcome Infra Developers Pvt. Ltd.	
	Welcome Infrabuild Pvt. Ltd.	
	Glaze Realtech Private Limited	
	Mars Buildtech Pvt. Ltd.	