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On Penal :
Allahabad Bank
Shubham Housing
Finance Co. DHFL
HDFC Bank

Date-16-07-2018

To,

The General Manager
M/s Decent Buildwell Pvt Limited
111, Shri Jamuna Dham Goverdhan Road
Mathura

Dear Sir/Madam,

With reference to your letter dated Nil, I submit my legal opinion cum Non-Encumbrance Certificate and legal scrutiny report in relation to the <u>Group Housing Plot No. GH-05 A, Sector-16-B, Area measuring 20120.63 Sq. Mtrs., Greater Noida, Distt. Gautam Budh Nagar,</u> on which housing project in the Name of <u>"Shri Radha Aqua Garden"</u> to be developed by <u>M/s Decent Buildwell Pvt. Ltd.</u>, a company incorporated under companies Act, 1956, having it's registered office at 111, Shri Jamuna Dham, Goverdhan Crossing, Mathura, U.P. the detail is as under:-

The said property is already mortgaged with TATA Capital Housing Finance Limited Gurgaon

1.	Name and address of Title Holder / Mortgagor	Property of M/s Decent Buildwell Pvt. Ltd., a company incorporated under companies Act, 1956, having it's registered office at 111, Shri Jamuna Dham, Goverdhan Crossing, Mathura, U.P-281004. Under group Housing project Known a *"Shri Radha Aqua Garden"* Situated at Group Housing Plot No. GH-05 A, Sector-16-B, Area measuring 20120.63 Sq. Mtrs., Greater Noida, Distt. Gautam Budh Nagar

2. Details/Description of documents scrutinized

Sr. No.	Date of document	Type of document	Whether original / certificate / true copy / Photostat copy examined	Details of registration with Sub Registrar
1.	29.08.2013	Sub Lease Deed	Photocopy	Executed by Greater Noida Industrial Development Authority on one part and M/s S.J.P. Infracon Ltd. o second Part in favour of M/s Decent Buildwell Pvt. Ltd., which is registered under document No. 5864, Book No. I, Jild No. 19818, on Pages 299 to 324 entered on 21.03.2016 with SR Sadar, Gautam Budh Nagar,U.P.
2.	24.06.2015	Declaration Deed	Photocopy	Executed between Gr. Noida authority and M/s SJP Infracon Ltd., wherein, as per said declaration deed, the area of plot, (after sub Division of plot No. Gh-05) remains to be 88074.90 Sq. Mtrs, the said deed is registered under document No. 183, Book No. I, Jild No. 362, on Pages 199 to 208 entered on 24.06.2015 with SR Sadar, Gautam Budh Nagar,U.P.

3.	27.08.2013	Letter	Photocopy	Issued by Gr. Noida Authority, wherein it allowed division of Plot GH-05.
4.	07.02.2013	Correction Deed	Photocopy	Executed between Gr. Noida Authority and M/s SJP Infracon Ltd. for the correction of Area of land, as the area which was allotted to it was 198135.62 Sq. Mtr., However Actually area measuring 126302 Sq. Mtr. Has been given to it, which is registered under document No. 2841, Book No. I, Jild No. 12529, on Pages 263 to 270 entered on 08.02.2013 with SR Sadar, Gautam Budh Nagar,U.P.
5.	15.11.2010	Lease Deed	Photocopy	Executed between Gr. Noida Authority and M/s SJP Infracon Ltd. for total area of Land measuring 198135.62 Sq. Mtr., which is registered under document No. 23383, Book No. I, Jild No. 7558, on Pages 77 to 110 entered on 16.11.2010 with SR Sadar, Gautam Budh Nagar,U.P.
5	04.10.2015	NOC	Photocopy	Issued by concerned Department for Fire Safety
6	07.04.2016	Sanction Letter	Photocopy	Issued by Gr. Noida Industrial Development Authority, in relation to plot, on which proposed Group Housing Project to be developed and Constructed.
7.	26.04.2016	NOC	Photocopy	Issued by Gr. Noida Industrial Development Authority to m/s Decent Buildwell Pvt. Ltd., in relation to flats to be constructed on plot, for mortgage of same with Financial Instituion.

3: Details/Description of property/properties (in respect of the information as stated against item No.2)

Item No	S.No. Khata No. House No. Site No.	Extent areas of land/ building	Location Sub District/District Village/ Municipality etc.	Boundary
3.	Plot bearing No. **GH-05A**,	Measuring Area **20120.63** Sq. Mtr	Situated at Sector-16 B, Gr. Noida, Distt. Gautam Budh Nagar, U.P.	East – As Per Site plan West – As Per Site plan North - As Per Site plan South - As Per Site plan

4.a Brief history of the property and how the owner/mortgagor has derived title

That earlier the plot hereinafter described forms part of the land acquired by Greater New Okhla Industrial Development Authority (Gr. NOIDA Authority) under the Land Acquisition Act 1894 and it was developed for the purpose of setting up an urban and industrial township.

Whereas Greater Noida authority allotted a plot Bearing No. Gh-05, Sector-16 B, Situated in Gr. Noida, measuring area 198135.62 Sq. Mtr. through two bid tender system to consortium Consisting of M/s SJP Real Estate Ltd. (Lead Member), M/s SJP Global (Relevant member), M/S SJP Real Estate Developer Ltd. (Relevant member), M/s SJP Residency Consortium Ltd. (Relevant member), M/s SJP India Associates (Relevant member), M/s Raj Rin Constructions (Relevant member) and M/s Beriwal Construction Company (Relevant member) vide acceptance letter No. PROP/BRS-04/2010/1674 dated 23.07.2010 and allotment Letter No. PROP/BRS-03/2010/15 dated 30.08.210 for developing a Group Housing Project.

Whereas the above said Lead Members and Relevant members formed a special purpose company under the name of **M/s SJP Infracon Ltd.**, whereas the SJP Real Estate lts. Was lead member in this special purpose Company also. Further, Gr. Noida authority executed Lease-deed in relation to above said plot in favour of SJP Infracon Ltd. area measuring 198135.62 Sq. Mtrs., the said lease deed is registered under document No. 23383, Book No. I, Vol. No. 7558, on pages 77 to 110 entered on 16.11.2010, with the office of Sub Registrar, Sadar, Gautam Budh Nagar, U.P.

Further, subsequent to quashing of Acquisition of land by Hon'ble Supreme Court of India vide Order dated 12.02.2011, the parties to above said lease deed agreed to modify the area of above said Plot from 198135.62 Sq. Mtrs to 126302.00 Sq. Mtrs. The said correction deed is registered under document No. 2841, Book No. I, Jild No. 12529, on Pages 263to 270 entered on 08.02.2013 with SR Sadar, Gautam Budh Nagar, U.P.

Further, the above said company i.e. **M/s SJP Infracon Ltd,** applied with Gr. Noida Authority for approval of Sub Division of the above said plot, which was allotted the to the consortium. However, Gr Noida Authority approved sub division of said plot, vide letter No GR.NO/Builders/2013/236 dated 27.08.2013.

However Greater New Okhla Industrial Development Authority approved the Sub Division of the allotted plot in accordance of law/scheme and executed a Sub lease deed for such divided plot bearing No. GH-05 A, measuring Area of 20120.63 Sq. Mtrs., in favour of M/s Decent Buildwell Pvt. Ltd. through it's authorised signatory, the said Sub Lease Deed is registered, under document No. 5864, Book No. I, Vol. No. 19818, on pages 299 to 324 entered on 21.03.2016, with the office of Sub Registrar, Sadar, Gautam Budh Nagar, U.P.

Further, again a Declaration deed was executed between Gr. Noida Authority and M/s SJP Infracon Ltd. for amending/modifying the area of plot GH-05 (actual Plot) from 126302.00 Sq. Mtrs to 88074.90 Sq. Mtrs., the said deed is registered under document No. 183, Book No. I, Jild No. 362, on Pages 109 to 208 entered on 24.06.2015 with SR Sadar, Gautam Budh Nagar, U.P.

Further The Company is the lawful Owner and Presently in possession of the Land and has been granted the requisite authority to execute the group housing project and undertake Allotment of the Apartments in the group housing project, in accordance with the approved Master plan Sanctioned by Greater New Okhla Industrial Development Authority & The Company is developing a Group housing Project by the name of "*Shri Radha Aqua Garden*" WITH THE FINANCIAL ASSISTANCE OF TATA CAPITAL HOUSING FINANCE LIMITED GURGAON

Whereas by virtue of the above said Sub Lease Deed in favour of M/s Decent Buildweel Pvt. Ltd. it became the absolute owner of the Lease hold right of the property in question.

b)	List of link documents	As. Detailed In Para 4.a Hear In Above.
5.	Details of visit to Sub Registrar/ Tehsildar office for inspection of title deeds/land records under reference	The undersigned made the investigation with the available record of office of Sub registrar Sadar, Gr. Noida, U.P. For the Period of 16-07-2005 to 16-07-2018 vide receipt No.................. dated 16-07-2018, As per para 2.
5.1 a	The persons who is/are the present owner/s of the properties.	Perusal of the documents shows that M/s Decent Buildwell Pvt. Ltd. is the owner of Lease hold rights of above said plot, on which proposed Group Housing Project to be constructed..
5.1 b	Whether the property is mutated in the name of the present owner with Municipality / Revenue Authorities? If so, whether authenticated mutation certificate has been produced.	N.A.
5.1 c	Whether search has been made in the Municipality/Gram Sabha/ Panchayat etc. If so, the details thereof should be mentioned.	N A
5.2	Whether party has absolute, clear and marketable title over the property proposed to be mortgaged and can create a valid	Perusal of documents - reveal that party acquired absolute, clear and marketable lease hold rights over the property/plot after execution of Sub lease

	charge/mortgage the property.	deed in its favour by Greater Noida Authority. However M/s Decent Buildwell Pvt. Ltd. shall only be entitled to complete transaction for sale, transfer, assign or otherwise part with the possession of the whole or any part of the building constructed thereon (plot) only after making payment according to the schedule specified in the lease deed dated 29.08.2013/revised payment Plan dated 28.09.2015 of the plot allotted to it. but The said property is already mortgaged with TATA Capital Housing Finance Limited Gurgaon
5.3 a	1) What is the nature of owner? Is tenancy right, full ownership occupancy right, possessor right, minor's right or any type of right? Clarify? 2) If the property is tenanted, give details of such tenancy along with name of the tenants.	Lease hold ownership No
5.3 b	Leasehold immovable property (where the land/building(s) is/are leasehold please verify the terms of the lease(s) the name and address(es) of the lessor(s) and the lessee(s). and whether any permission/NOC from the lessor(s) company authority is required for transfer (such as mortgage sale etc.) of the property(ies):	Property is Lease hold property. Allotted by Greater Noida Authority and permission to mortgage, issued by Gr. Noida Authority is required.
5.4	Whether there is any restriction / prohibition under personal law of owner/ mortgagor to hold the property under the title deed through which he has derived the title.	No.
5.5	Whether latest title deed and chain of previous title deeds are available in originals.	The Title Deeds Are Available as per Para 2 of present report.
5.6	Whether building tax/land revenue has been paid upto date. (Give details of last payment receipts)	Presently not applicable, However Lease rent and Payment of Premium, as per Lease deed dated 29.08.2013 executed in favour of M/s Decent Buildwell Pvt. Ltd. and revised Payment Plan dated 30.03.2017 has to be paid by developer/owner of Plot.
5.7	Whether any dues recoverable as land revenue outstanding.	N.A
5.8 a	As per the latest revenue records whether the land is earmarked/ classified for use as Agriculture/Residential/Industrial/Commercial.	Residential/as per revised sanction Map
5.8 b	Whether conversion of land is necessary for creation of mortgage?	No
5.9	In case the facility is sought for construction purpose, whether land has been converted under land revenue/conversion law, rules? If not, give reasons.,	N.A.
5.10	Whether the land is affected by any revenue	No

	and tenancy legislation? If so, how and to what extent and the remedy, if any.	
5.11	Whether the permission under the Urban Land (Ceiling and Regulation) Act, 1976 is necessary or not.	N.A.
5.12	Is there any other special enactment like Land Acquisition Act and other State Legislation, the provision of which is applicable for the property and affecting the title?	N.A.
5.13 a	Is the property is free from all types of encumbrance?	No, The said property is already mortgaged with TATA Capital Housing Finance Limited Gurgaon
5.13 b	Please give detailed account of creation of charge or redemption for a minimum period of 13 years and also state the subsisting charge, if any mentioned in the encumbrance certificate for the last 13 years.	No charge found during the search, The search receipt issued by Sub Registrar's Office is enclosed herewith for the records; But The said property is already mortgaged with TATA Capital Housing Finance Limited Gurgaon
5.14	Whether the proposed equitable mortgage by deposit of title deeds is possible? If so, what are documents to be deposited? If deposit is not possible can there be a simple mortgage or by a registered memorandum or by any other mode of mortgage.	
	Yes, individual flat buyer, in the housing project to be constructed by M/s Decent Buildwell Pvt. Ltd., will be able to equitably mortgage the property (individual flat) in favour of the Bank after execution of Sub Lease/Transfer deed in his/her favour on execution of set of document as per bank manual by deposit of following documents. • Original allotment letter issued by M/s Decent Buildwell Pvt. Ltd. in the name individual flat buyer. • Original Demand letter issued in the name of individual flat purchaser • Original agreement to sale/Builder Buyer Agreement and duly executed Tri Partite Agreement • Permission to mortgage issued by Gr. Noida Authority, in case Builder/Developer avail Loan/Financial Facility from any Bank or Financial Institution than in such case NOC to Mortgage the individual Flat, • Builder Undertaking • Original Sub Lease deed/Transfer deed to be executed by M/s Decent Buildwell Pvt. Ltd. in favour of individual flat buyer	
5.15 a	Whether property is freehold or/self occupied or tenanted? If tenanted whether the property can be taken as mortgage and what precautions to be taken in that respect.	Property is lease hold and same is in the possession of the present-owner. However, No Objection Certificate for mortgaging the property/individual flat issued by Gr. Noida authority be taken. Further permission to mortgage shall be effective and Sub lease deed shall be executed only after getting completion certificate (Phase Wise). Individual flat buyer can mortgage the property in favour of the bank after submitting documents as mentioned in Para 5.14
5.15 b	Whether the Borrower / Guarantor/ Mortgagor is the exclusive owner of the property or there are joint owner?	After execution of Sub Lease deed in favour of borrowers/individual flat buyer; he/she/they shall be owner of the lease Hold Rights of Such Flat/Unit, allotted to him/them.

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5.16	If owner is company, partnership firm trust, temple, wakf or other legal person how title is affected by its Memorandum and Articles of Association, Partnership Deed, Trust Deed, of Rules or bye laws and what are the precautions to be taken under rules or bye laws.	If M/s Decent Buildwell Pvt. Ltd. wish to avail loan/financial facility from Bank by mortgaging the above said property/plot then it must be asked to provide certified copy of Board resolution, wherein, it has decided that Company shall take loan and a particular person has been appointed, as authorized signatory, to do all kind of acts & deeds required and necessary for taking Such loan by mortgaging the property. Also be asked to provide certified copy of MOA and MOU. Further, in such case it be made sure that Charge has been created with ROC in the name of M/s Decent Buildwell Pvt. Ltd. and financial institution providing loan shall also issue NOC for mortgaging each and individual flat/residential unit with Bank.
5.17	If property to be mortgaged is a flat/apartment in residential or commercial complex, how far independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat owner (mortgagor) what are the document of title available for creating mortgage? Documents/ records to be taken from builders, owners their bankers.	After scrutiny of the record and document like lease deed and Sub Lease Deed with S.R. concerned it is clear that documents is registered with concerned Sub Registrar, it transpires that lease hold right has been vested with M/s Decent Buildwell Pvt. Ltd., However, individual member/ allottee of flats / flat buyer can mortgage the property in favour of the bank after submitting documents as mentioned in Para 5.14.
5.18	Flats owned / controlled by societies special requirement to be, if society refuses to note bank lien/interest.	N.A.
5.19	Please state the names of the persons who should join the creation of charge/mortgage of the property either by deposit of title deed or by registered mortgage etc.	In case, if loan facility is sought by individual flat buyer/members than the borrower (individual buyer of flat) must be present in person to create charge/mortgage the property after execution of Sub Lease deed/transfer deed in his/her/their favour.
5.20	Any additional documents are required to be taken.	Yes, An affidavit from present property owner(s), declaring that the above said property is free from all kind of litigation or dispute i.e. prior mortgage / lien / family dispute etc.
5.21 a	Whether the property has exclusive and independent status.	Yes
5.21 b	Whether the property is accessible to road?	Yes
5.22	Whether the property can be identified from the schedule of title document.	Yes
5.23	Whether the property is demarcated and site plan is available.	Photocopy of Sanction Plan be taken.
5.24	Whether permission of any authority is required under State Laws or permission of any person is necessary for creation of mortgage/transfer of property.	Yes Prior permission/NOC from Noida Authority to mortgage the property with bank is required
5.25 a	Whether the property is acceptable for creation of mortgage in the light of applicable State Laws.	Yes
5.25	Whether any precaution is required to be taken	0.5%Stamp Duty Maximum 10,000/-to be Taken by

b	in the light of State Laws for creation of mortgage.	Bank for creation of mortgage
5.26	The person who is required to create the mortgage as per documents is available and he has the legal authority for creation of such mortgage	Yes, every individual flat purchaser, in whose favour Sub Lease deed has been executed and to whom Allahabad Bank sanction and disburse Home loan again such allotted unit, shall be legally entitled to execute the documents in relation to creation of mortgage of property in question with Bank.
5.27	Whether any resolution for creation of mortgage is necessary, if so, give details.	Yes, only if M/s Decent Buildwell Pvt. Ltd. decides to take loan from any financial institution/Bank
5.28a	Whether permission of any authority or any formality is required to be observed for transfer of the property?	**Completion certificate and Occupancy Certificate has to be obtained from competent authority before executing sub lease deed and thereafter giving possession certificate to individual flat purchaser.**
5.28b	Whether SARFAESI Act is applicable to the land?	Yes
6.	Investigation under Income Tax Act, 1961:- (Please investigate whether provision of S230-A and Chapter XXC of the I.T. Act, 1961 have been complied with and whether any acquisition proceeding under S2/2 Chapter XXC have been initiated against the immovable property. If any acquisition proceedings etc. are pending or have been finalised, please give full details thereof along with the necessary documentary evidence. Please also advise whether any prior permission of the concerned Assessing Officer under S-281 (1) is required for any transfer (by way of sale, mortgage, gift exchange or any transfer whatsoever) of the immovable property.	
	N.A.	
7.0	Search in respect of Companies registered under the Companies Act. (Please search the index and the register of charges/file (or folder containing forms 8 and 13) and provide information on (i) charge subsisting on the property and undertaking of the Company, and the brief particulars of the documents creating the charges (ii) the dates of creation, nature (mortgage/ hypothecation etc. whether first/ second or pari-passu charges) and the extent (i.e. the amount covered) of each charges (iii) the specific property/ies on which any charges subsists (iv) the particulars of each charge holders (v) modifications (if any), in each charge and the dates thereof (vi)satisfaction of charge, if any, record within the previous 6 months (vii) whether any receiver or manager of the company has been appointed under S. 137 of the Companies Act, 1956 and (viii) whether any debentures have been created by the company and nature and value of the charge securing them as well as the details of the property on which such charges has been created. Please obtain certified copies of the relevant documents. Also please investigate whether any Form 8/13 along with the relevant documents have been received in the ROC's Office which is pending registration. If so, full particulars thereof should be provided. Further, please, verify whether any application is pending with the ROC seeking condonation of delay for filing the charge.	
	Certificate of registration M/s Decent Buildwell Pvt. Ltd. as a company with registrar of Companies be taken.	
8.0	Investigation in regard to Agricultural Land.	N.A.
8.a	Whether land is surplus. If so, give specific details.	N.A.
8 b	Whether the land is under self-cultivation.	No, allotted for developing group Hosing Projects with all amenities and affinities
8.c	If the land is owned in different Khatas/Khasaras or is under joint share give specific shares in each Khata/ Khasara.	No.
8.d	If consolidation of holdings/acquisition	N.A.

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	proceedings etc. is in progress in the area. Whether transfer of land is possible under State enactment.	
8.e	Whether any prior/hidden charge exists against the land. Non-encumbrance should be for a period of 12 years preceding the date of this non-encumbrance certificate.	As per search of available record maintained by concerned office of registrar the captioned property is free from any registered encumbrance as on date. The receipt of inspection is enclosed herewith.
8.f	Whether mutation has been completed in case of existing charges/pending charge.	N.A.
8.g	Inspection of land on the spot in regard to quality of land (such as irrigated/un irrigated/water logged etc. in order to enable the bank to determine its value).	N.A.
8.h	Whether any Government Loan / Taccavis / Co-op. Loan etc. have been raised against the land details about the charges / encumbrances may be specified.	As per search with available record of concern Sub Registrar there is no subsisting charge, loan on above said plot i.e. GH-05 A.
9.	Whether any litigation is pending before any court of law/forum in respect of the property.	As stated above, I have searched the relevant available records at the concerned office of registrar and there, I did not come across any records indicating any kind of litigation in respect of the property in hand. However, an affidavit may be obtained from the Owner and borrower/mortgagors to the effect that no litigation is pending before any Court of Law/ Forum in respect of above said property.
10.	Whether non-encumbrance certificate in respect of the property is available from the concerned Registrar of Assurances, if so the same has been obtained	No, The search is done Personally Sub Registrar's Office, & The receipt issued by the office of Sub Registrar, Sadar is enclosed herewith and no prior registered mortgage is found there.

CERTIFICATE

I have gone through the Original and photocopy of title deeds and other papers/documents, as mentioned in Para 2 of present report, intended to be deposited (relating to the property) and offered as security by way of simple mortgage/ equitable mortgage/creation of charge.

It is certified that I have made a search of Sub Registrar Sadar, Gr. Noida, U.P. For the Period of 16-07-2018to 16-07-2018from the date of first document of the title up to 2017 in token of my above search I am enclosing the Receipt No.................................... dated 16-07-2018of Rs. 100/- issued by Sub-Registrar, Sadar Gr.Noida. It is also certified that the title deeds under reference were found registered with concerned Sub-Registrar as per details above at Sr. No. 2. My under-noted report/search on the above property (ies)/documents is based on that search. I certify that:

1. The documents of title referred to above are perfect evidence of title.
2. Chain of title deeds is genuine and completed as per Para 2.
3. These title deeds are duly registered with their respective Sub Registrar whose details are already Mentioned above.
4. Stamp papers used in all the title deeds are genuine
5. Owners of the property (Borrower/Guarantor/Mortgagor) have not executed any registered power of attorney in favour of anybody in respect of above mentioned property.

6. The property/ies is /are subject to the payment of Rs........(Specify the liability i.e. fastened or could be fastened on the property/ies) –

NA.

7. If said documents are deposited and equitable mortgage/simple mortgage, charge is created in favour of Bank in the manner required by law, it will satisfy the requirements of creation of simple mortgage/ equitable/creation of charge.

11	There are claim for minor's and his/their interest in the property/ies is to the extent of (specify the share of minor's with name).	N.A.
12.	The undivided share of minor/s is (specify the share of minor).	N.A.
13	The property/ies is/are subject to the payment of Rs........................ (specify. the liability i.e fastened or could be fastened on the property/ies.	N.A.
14.	Provisions of Urban Land (Ceiling & Regulation) Act are not applicable. If applicable permission has been obtained.	N.A.
15	Income Tax clearance certificate, if required, obtained or not required in the present case.	N.A.
16.	Holding/acquisition is in accordance with the provision of the Land Reforms.	N.A.
17.	The mortgage if created will be perfect and available to the bank for enforcement against the liability of the intending borrower.	Yes, individual flat purchase can Mortgage Property/flat(by Equitable mortgage) and bank can enforce against the liability of the borrower in future.

I certify that I have examined the Original and photocopy of title deeds with complete chains of title deeds and the title deeds registration thereof, as mentioned in Para 2.

I certify that M/s Decent Buildwell Pvt. Ltd. is the present absolute Lessee/owner of the Lease Hold rights of said property/ies and have a valid, clear, unassailable and marketable lease hold title in the property/ies shown above.

Consequently I am of the considered opinion that perfect/valid equitable mortgage by deposit of original title deeds can be created in favour of the bank by the individual member/flat buyer of it, after execution of Sub Lease deed/Sale deed in his/her/their favour, on execution of set of documents for loan. It is further advised that bank official should present in the Sub Registrar office at the time of registry to collect the sale deed/Sub Lease Deed to be executed in favour of individual flat buyer, who avails loan facility from Allahabad Bank.

It is also certified that for the purpose of simple/registered/equitable mortgage following documents are required to be taken by the bank.

<u>Documents which have to be taken by builder/developer for approval of the project.</u>

- Photocopy of Allotment letter dated 30.08.2010, issued to Consortium
- Photocopy of lease deed is registered under document No. 23383, Book No, I, Vol. No. 7558, on pages 77 to 110 entered on 16.11.2010, with the office of Sub Registrar, Sadar, Gautam Budh Nagar, U.P.
- Photocopy of correction deed executed in favour of M/s SJP Infracon Ltd, registered under document No. 2841, Book No. I, Jild No. 12529, on Pages 263to 270 entered on 08.02.2013 with SR Sadar, Gautam Budh Nagar, U.P.

- Photocopy of letter confirming sub division of plot, vide letter No. GR.NO/Builders/2013/236 dated 27.08.2013.

- Certified Copy of Sub Lease deed executed in favour of M/s Decent Buildwell Pvt. Ltd. through it's authorised signatory, registered, under document No. 5864, Book No. I, Vol. No. 19818, on pages 299 to 324 entered on 21.03.2016, with the office of Sub Registrar, Sadar, Gautam Budh Nagar, U.P.

- Photocopy of Declaration deed executed between Gr. Noida Authority and M/s SJP Infracon Ltd. for amending/modifying the area of plot GH-05 (actual Plot) from 126302.00 Sq. Mtrs to 88074.90 Sq. Mtrs., the said deed is registered under document No. 183, Book No. I, Jild No. 362, on Pages 199 to 208 entered on 24.06.2015 with SR Sadar, Gautam Budh Nagar, U.P.
- Photocopy of possession Certificate dated 24.06.215, 08.02.2013 and 16.11.2010 issued in favour of SJP Infracon Ltd.

- Photocopy of letter/ NOC dated 26.04.2016 issued by Gr. Noida Authority for mortgage of individual flat/ property

- Photocopy of Letter dated 28.09.215 for rescheduling the payment plan and letter dated 29.06.2015 with copy of payment receipt (Upto date Premium as per said letter dated 28.09.2015) and Payment of receipt of Upto date Lease rent of above said plot in question

- Photocopy of NOC from Airport Authority of India for height clearance

- Photocopy of NOC from environment Department/pollution Control Department

- Photocopy of NOC from Fire Department dated 04.10.2015

- Photocopy of Approval of Building Plan of Group Housing Scheme/latter of Sanction dated 07.04.2016 with approved Map,

- Certified Copy of MOU and MOA of M/s Decent Buildwell Pvt. Ltd.

- Photocopy of Letter issued by competent authority for Structural Design and Drawing

- Certified Copy of resolution in favour of Sh. D.K. Mahle to execute Sub Lease Deed on behalf of M/s Decent Buildwell Pvt. Ltd. vide resolution dated 29.08.2013 and copy of Resolution dated 29.08.2013 passed by M/s SJP Infracon ltd. in favour of Sh. Harish Arora to sign and executed Sub Lease deed dated 29.08.2013 on behalf of SJP Infracon Ltd.

- Certified copy of resolution passed by boards of Director of M/s Decent Buildwell Pvt. Ltd. in favour of authorised person wherein such person has been authorised to execute all relevant documents with Bank and individual flat purchaser.

- Undertaking from Owner / Developer that as on date it has not taken any construction loan or loan from any financial institution against the property in question and as such as property (plot on which proposed Group Housing project to be constructed) is free from all kind of encumbrance and Owner/developer shall give prior Information to Allahabad Bank, if it avails any loan from any Bank/ Financial Institution by mortgaging the property in question i.e. Plot No GH-05-A, Sector-16 B, Gr. Noida or will show original Sub Lease Deed and other relevant documents of said project to each and every individual flat purchaser.

- Photocopy of Occupancy Certificate and Completion Certificate, issued by competent authority of Gr. Noida Industrial Development Authority, before execution of Sub Lease Deed/Transfer deed in favour of Individual flat buyers

Documents to be taken from each and every individual flat buyer

- Original allotment letter issued by M/s Decent Buildwell Pvt. Ltd. in the name individual flat buyer.
- Original Demand letter issued in the name of individual flat purchaser
- Original agreement to sale/Builder Buyer Agreement and duly executed Tri Partite Agreement
- Permission to mortgage issued by Gr. Noida Authority, and TATA Capital Housing Finance Limited in case. Builder/Developer avail Loan/Financial Facility from any Bank or Financial Institution than in such case NOC to Mortgage the individual Flat, with Allahabad Bank to be obtained.
- Builder Undertaking
- Original Sub Lease deed/Transfer deed to be executed by M/s Decent Buildwell Pvt. Ltd. in favour of individual flat buyer

Tri Partite Agreement as per Bank slandered format be executed between Developer, Proposed buyer/borrower and Allahabad Bank with condition to indemnify the Bank against all losses and damages caused in absence or violation of the sanctioned building plan or otherwise in every case where due to any reason project is not completed and sub lease deed is not executed in favour of intending purchaser. In such case M/s Decent Buildwell Pvt. Ltd. shall made the repayment of amount with interest upto date, which bank paid to it against the dwelling unit for which loan was sanctioned. Alongwith above said documents, the Document as per Bank's norms and guidelines be executed between Bank and borrower and same be taken on record.

Manish Sharma
Advocate
Registration No. 1476 / 2005
With Bar Council of Delhi

Enclosure: Receipt dated issued by SR Sadar