



उत्तर प्रदेश UTTAR PRADESH

FORM B

[See rule 3(4)]

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE
SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE
PROMOTER**

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Rakesh Kumar Srivastava S/o Jagdamba Prasad Srivastava, Director, M/s GAYATRI INFRA PLANNER PRIVATE LIMITED having its registered office at 1/7098, 2nd Floor, Gali No. 5, Shvaji Park, Shahdara, Delhi, duly authorized by the promoter of the proposed project. vide its resolution dated 25th July 2017.

I Rakesh Kumar Srivastava, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Anusha Engineering Consultants and Construction Private Limited having its registered office at 1/7098, 2nd Floor, Gali No 5, Shivaji Park, Shahadara, Delhi-



110032 has a legal title over the land on which the development of the proposed project is to be carried out.

AND

a legally valid authentication of title of such land along with an authenticated copy of general power of attorney between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the details of encumbrances including right, title, interest over the said land are:-

The said land is under lease for 90 years by the Greater Noida Industrial Development Authority, a body incorporated/constituted under Section 3 of The Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) in favour of Anusha Engineering Consultants and Construction Private Limited having its registered office at 1/7098, 2nd Floor, Gali No 5, Shivaji Park, Shahadara, Delhi- 110032 vide lease deed dated 14th February 2011;

The said land has been mortgage with the permission of Greater Noida Industrial Development Authority, a body incorporated/constituted under Section 3 of The Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976), the lessor, to ECL Finance Limited, a non-banking finance company incorporated under the Companies Act, 1956 and a company within the meaning of the Companies Act, 2013, having its registered office at C.S.T Road, Kalina, Mumbai 400 098, in the State of Maharashtra and one of its offices at 10 & 12, Upper Ground Floor, Mercantile House, K.G. Marg, New Delhi 110 001 vide indenture of mortgage dated 5 October 2017 for securing loan facility of 40 Crores raised for construction finance and meeting development cost of project. The authenticated copy of the indenture of mortgage and letter of permission to mortgage is enclosed herewith.

3. That the time period within which the project shall be completed by me/promoted is 27.08.2020
4. That seventy percent of the amounts realised by me /promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.



6. That the amounts from the separate account shall be withdrawn after it is certified by a engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

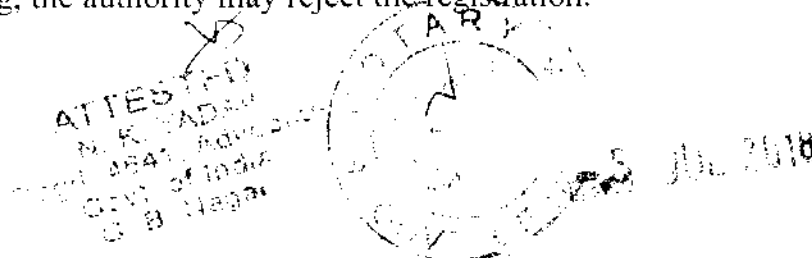
Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at on this day of... 26.07.2018.....

Deponent

I declare that the pan card, adhaar number/CIN number uploaded on website is correct and both are of the promoter. I also declare that all other document submitted are correct. If any information, document including details of payment made as fee etc. are found mislead or wrong, the authority may reject the registration.



DETAILS OF ENCUMBRANCES

PROJECT: "LIFE"

PROMOTER: GAYATRI INFRA PLANNER PRIVATE LIMITED
 LEASED IN FAVOUR OF: ANUSHA ENGINEERING CONSULTANTS AND CONSTRUCTION PRIVATE LIMITED
 AS ON: 29 Jun-2018

Sl No	SRN No	Charge ID	Charge Holder Name	Date of Creation	Date of Modification	Date of Closure	Amount (Rs) in Cr.	Nature of Charge	Borrower	Supportive Documents
1	G56927239	100178053	ECL FINANCE LIMITED	05-10-17			40.00	Second Charge	Gayatri Infra Planner Private Limited & Anusha Engineering Consultants and Construction Private Limited	Indenture of Mortgage
2			Greater Noida Industrial Development Authority	28-02-13			70.57	First Charge with leasehold rights	Anusha Engineering Consultants and Construction Private Limited	Lease deed



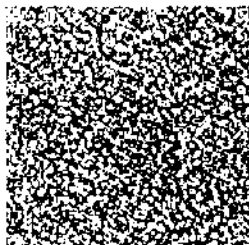
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL45346549761863M
 Certificate Issued Date : 15 Dec 2014 05:09 PM
 Account Reference : IMPACC (IV) dl731103 DELHI DL-DLH
 Unique Doc. Reference : SUBIN-DL0L/311038/560869492405M
 Purchased by : MS ANUSHA ENGINEERING CONSULT AND CONST PVT LTD
 Description of Document : Article 48(c) Power of attorney - GPA
 Property Description : PLOT NO. 1-F, SECTOR -16, GREATER NOIDA G. B. NAGAR, UP
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MS ANUSHA ENGINEERING CONSULT AND CONST PVT LTD
 Second Party : GAYATRI INFRA PLANNERS PVT LTD
 Stamp Duty Paid By : MS ANUSHA ENGINEERING CONSULT AND CONST PVT LTD
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



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 PASS PORT Z2455205

Please write or type below this line.

PAN AS UPS 1105L
 DLN 63625/2002/23/9/0



Authorized Signatory

Stamping Agent

For GAYATRI INFRA PLANNER PVT LTD



Director

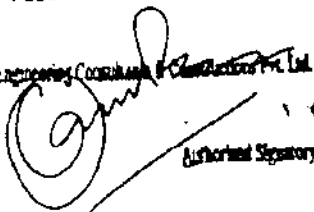
Attached with e-Stamp Certificate No.IN-DL45346549761863M

GENERAL POWER OF ATTORNEY

THIS POWER OF ATTORNEY is executed on this 16th day of December, 2014, by **M/s Anusha Engineering Consultants & Construction Pvt. Ltd.**, a Company incorporated under the companies Act, 1956, and having its registered office at Block-V/47, B-1, Charmwood Village, Frose Garden, Surajkund Road, Faridabad, Haryana, acting through its Directors/authorized representative, **Shri Amit Vaish S/o Shri Dhanesh Chandra**, R/o D-45, Sector-40, Noida. U.P., at House No.2/27, Rani Garden, Delhi, who has been authorized to execute this Power of Attorney, vide Resolution dated 10/03/2014 passed by the Board of Directors of the Company (hereinafter referred to as the "Executant Company").

By this Power of Attorney the executants company do hereby appoint, nominate and constitute and authorize to **M/s Gayatri Infra Planner Pvt. Ltd.**, a Company incorporated under the

Anusha Engineering Consultants & Construction Pvt. Ltd.


Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.


Director

Attached with e-Stamp Certificate No.IN-DI.45346549761863M


companies Act, 1956, having its registered office at 3rd Floor, Raman Tower, Sanjay Place, Agra and Corporate office at H-133, Sector-63, Noida, G.B. Nagar, through its Director/Authorized Signatory **Shri Rakesh Srivastava** S/o Shri Jagdamba Prasad Srivastava, R/o Flat No.09154, AIS Advantage, Indirapuram, Ghaziabad, U.P., who has been authorized in terms of the resolution passed in the meeting of Board of Directors on 10.12.2014, as its true, legal and lawful General Attorney for the Executant Company to do the following acts, deeds and things in respect of Executant Company's owned land (lease hold basis, which is duly registered with the office of Sub-Registrar, G.B. Nagar, Vide Book No.I, Jild No.12654, Pages No.353 to 408, at Sr. No.4446, dated 01.03.2013) being GI Plot No.01-E, Sector-16, Greater Noida, G.B. Nagar, area 17775.09 Sq. Mtrs., and super structure built or to be built thereon (hereinafter called the said "Land") as under:-

Arch. Engineering Certificate No. 100/2014



Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.



Director

12622

Date 16/12/2014 1:53:03PM

Deed Related Detail

Deed Name POWER OF ATTORNEY

GPA

Land Detail

Tehsil Sub Tehsil Sub Registrar VIII

Village-City Others

Building Type

Place (Segment) Others Urban

Property Type Residential

Property Address House No. F, Road No. 1

Area of Property 17.775.05 Sq. Meter 0.00

Deed Related Detail

Stamp Duty Amount 0.00 Rupees

Stamp Duty Paid 100.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Pasting Fee 100.00 Rupees

This document of POWER OF ATTORNEY

Presented by Sh/Smt.

S/o, W/o

R/o

MS ANSIL ENGINEERING CONSULT

BLOCK-V-47 B-1 CHARMWOOD VILLAGE

in the Office of the Sub Registrar, Delhi this 16/12/2014 1:46:14PM Tuesday between the hours of

Signature of Presenter

Registrar/Sub Registrar
Sub Registrar VIII
Delhi/New Delhi

Execution admitted by the said: Shri / Ms.

MS ANSIL ENGINEERING CONSULT AND CONSULT PVT LTD

and Shri / Ms.

GAYATRI INFRA PLANNERS PVT LTD

Who were identified by Sh/Smt. Mr. TARUN KUMAR S/o W/o D/o BISHAMBAR DAYAL R/o 30/11 GATE NO.6 VISHWAS NAGAR SHAHDARA DELHI

or Sh/Smt. Mr. JOGINDER LAL S/o W/o D/o NARAYAN DASS R/o 245 BLOCK-13 GEETA COLONY DELHI

(Moral Witness) Witness No. If it is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Date 16/12/2014

Registrar/Sub Registrar
Sub Registrar VIII
Delhi/New Delhi

Attached with e-Stamp Certificate No.IN-DL45346549761863M

And Whereas the executants company is now executing this Power of Attorney to enable the attorney to do various acts, deeds and things on behalf of executants in respect of property in question.

1. To prepare the necessary Plans/Drawings/Designs for the Development of the Land as attorney deem fit on behalf of executants company and submit the same to the appropriate authority or other concerned authorities for sanction and license of plan.
2. To represent for and on behalf of the Executant Company in the office of the Greater Noida Industrial Development Authority/New Okhla Industrial Development Authority/U.P. Power Corporation Limited/Municipal Corporation/Revenue Authority/Trade Mark/Registry Office/Air Authority/Registrar/Sub-Registrar Office, Fire Authority, Jal Nigam, Income Tax, Sales Tax, Excise Department, Environment, Forest, Pollution Control Board and other Government Authorities/Local, Competent Authority or any authority of the Central Government and Private Agency etc. and

with Engineering Consultants & Constructors Pvt. Ltd.



Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.



Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

to file application, affidavit, undertaking, indemnity bond, sign and make any letter, document, representation, notice and petition for all and for any license, approvals, sanctions, permissions, renewal, completion, no objection, increase/decrease or residential/commercial FAR and consent required in connection with any agreement, sale, lease, development, improvement, mutation, trade mark registration and dealing of the said land and for purposes incidental thereto and to make payments of charges due and received the refund of excess payment regarding the any type of excess charge or cost and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purpose aforesaid.

3. To apply for and obtain necessary permission/sanctions/approvals/licenses/no objection certificates etc. that are necessary for the commencement, continuation and completion of the development of the land from all/any concerned authorities in their name and on behalf of executants and appear before all statutory and other authorities in any manner touching the development of the land or incidental thereto.

For Gayatri Infra Planner Pvt. Ltd.



Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.



Director

Attached with e-Stamp Certificate No.IN-DI.45346549761863M

4. To develop and construct on the Land commercial/complexes/malls/apartment/residential house/group housing/units/technology parks etc. as per the sanctioned plan with internal and external services, amenities, facilities, including compound walls, lobbies, road, staircases and passages etc. either in isolation or as a part of a compact block or otherwise as out attorney deems fit on behalf of executants.
5. To engage Architects, Engineers, Contractors/Agents, Brokers etc. and others as attorney deem fit to execute the development work and market the project on behalf of executants.
6. To purchase and use the material for the development which is suitable and good for development/construction on behalf of executants.
7. To manage, control, look after, supervise the property in question in all respect and to represent to executants before the concerned authority on behalf of executant company under all circumstances and to develop and sale the building constructing of flat for residential purpose at the property in question.

For Gayatri Infra Planner Pvt. Ltd.

Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.

Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

8. To advertise in the News Paper/Print Media/Tally Media for sale of residential flats which are constructed on the property in question.
9. To appear on behalf of Executant Company before any office of the Registrar or Sub-Registrar or any other authority, to present for registration the aforesaid deeds and documents etc. and admit the execution thereof and give acknowledgement/receipt of the payments and to do all other acts, deeds and things that may be necessary for the registration of aforesaid documents/deeds and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same.
10. To institute, conduct, defend, compromise or abandon any legal proceedings, revenue proceedings, application under UPZA & I R Act, 1950, and other matter concerning under or for the purpose of the said land and to appear and act in all the courts, or appellate tribunal, forum and other Government and private offices and to sign, verify and present pleadings, plaint, written statement, petitions for execution, petitions for withdrawal

Asst. Engineer, Construction & Construction Dept. Ltd.

Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.

Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

compromise and other petitions or affidavits or documents as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages and also to retain and engage counsels, pleaders, advocates or other attorney and to sign mukhtarnamas, vakalatnamas and warrants of attorney whenever the said attorney shall thing expedient and proper to do so on behalf of executants.

11. To enter into sale agreements with the prospective purchaser/s to fix the sale consideration, to execute lease deed/sub-lease deed/s/sub-lease transfer deed for the sale/transfer of Schedule property or any portion thereof. Attorney is entitled to obtain transfer permission of the said property from concerned authority lease mortgage and/create any charge over the Schedule Property/Land or any portion thereof, attorney is specifically authorized to execute deed/s of conveyance/lease deed/sub-lease deed/correction deed/transfer deed/s supplementary deed as our attorney deems fit and/or encumber the Land or any portion thereof as attorney deems fit on behalf of executants, present the same for registration, if required in law, admit execution,

For Jayathi Infra Planner Pvt. Ltd.



Authorized Signatory

For JAYATHI INFRA PLANNER PVT. LTD.



Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

acknowledge the receipt of the sale price, sign any forms prescribed pursuant to or in connection with the such conveyance and registration, collect documents after the registration and do all things connected in this behalf including obtaining various permissions sanctions, clearances required for the aforesaid purpose like Fire Department, Airport Authority of India, Ministry of Environment, Pollution Control Board, rectify, amend cancel supplement, substitute and modify and deeds/agreements/understandings/arrangements as attorney deems fit on behalf of executants and do all such necessary acts, deeds and things that are necessary for the said purposes. To become party to and to present registration and admit execution and do every act, matter or thing necessary or proper to enable registration of all deeds instruments, contracts, agreements, receipts and all other documents whatsoever for sale, mortgage, lease or otherwise dispose off, transfer the Land and/or any portion thereof and to receive part or full sale consideration amount or advance money thereof, and to acknowledge and receipt of the same on behalf of executants.

Aradh Engineering Consultants & Constructors Pvt. Ltd.

Authorized Signatory

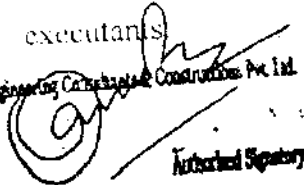
For GAYATRI INFRA PLANNER PVT. LTD.

Director

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- 12.To receive the sale considerations from the prospective purchasers towards the sale of built up Land or any portion thereof and issue valid receipt there for on behalf of executant.
- 13.To give the consent for the proposed property mutated in the name of buyers and to do the needful thereof.
- 14.To raise loans from banks, financial institutions and others by creating any kind of charge over the Schedule property or any portion thereof and/or mortgaging/hypothecating the Land or any portion structure thereof on behalf of executants. To sign necessary applications, documents and all necessary papers for the said purpose and give necessary declarations, affidavits, furnish and collect the necessary documents on behalf of executants and to do all necessary acts, deeds and things for the said purpose as attorney is specifically empowered/authorized to raise loans from banks and other financial institutions and others by representing himself as duly constituted attorney and enter into any arrangement as my attorney deems fit on behalf of executants

*Academy Engineering Construction & Construction Pvt. Ltd.


Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.


Director

Seal

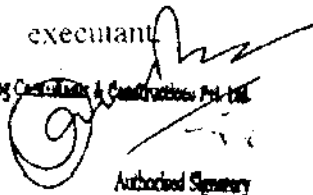
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15.To appear before all/any of the Governmental, Semi-Governmental Statutory and other authorities judicial and Quashi Judicial bodies, Tribunals, State and Central Government, Departments etc. on behalf of executant to protect right, title and interest over the Schedule Property or any portion thereof and take all such necessary actions that are necessary for protecting interest as attorney deems fit including but not limited to Town Planning Authority, Urban Land Ceiling Authority, State Pollution Control Board etc., all or any of the matters connected with the proposed development in the Schedule Property on behalf of executant.

16.To apply for and obtain the commencement certificate/occupation certificate and/or completion certificate or any other certificate in respect of the Land on behalf of executant.

17.To engage or appoint any legal practitioner to initiate, conduct or to take appropriate legal action in case of any dispute pertaining to the schedule property or any portion thereof on behalf of executant.

L. Engineering Consultants & Constructors Pvt. Ltd.


Authorized Signatory

For GAYATRI INERA PLANNER PVT. LTD.


Director



Attached with e-Stamp Certificate No.1N-1DL45346549761863M

18. To take, prosecute or defend all the legal proceedings touching any of the matter aforesaid or any other matters in which executant may or hereinafter be interested or concerned relating to the schedule property or any portion thereof and also if thought fit to compromise, negotiate, refer to arbitration, withdraw or confess judgment in any such proceedings as aforesaid on behalf of executant.

19. To sign, verify and file the statement of claims, plaints, petitions/writ petitions, application, interim applications written statements, vakalatnama in relation to any disputes concerning schedule property on behalf of executant.

20. To sign and execute all other deeds, instruments and assurances which attorney consider necessary and to enter into and agree to such covenants and conditions stipulations as may be required for fully and effectively developing/conveying the Land or any portion thereof on behalf of executant.

Amish Engineering Consultants & Construction, Pvt. Ltd.

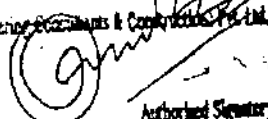
Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.


Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

21. To produce documents on behalf of executant to give evidence, to receive back the documents produced, to execute necessary documents, sign and verify applications for proper management of Land.
22. To delegate the aforesaid power and for that purpose to appoint further attorney's and to execute power of attorney, to do the all acts, deeds and things relating to Consortium Agreement entered between executant, and including but not limited to present the same for registration before the registering authority and admit execution thereof in respect of the said property.
23. That no economic or financial interest has been given or created to the delegate by the executant. The attorney has not been declared as owner of the property mentioned in the schedule. Powers delegated are subject to revocations at any time by the executant.


Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.


Director

Attached with e-Stamp Certificate No.IN-DL45346549761863M

24. That executant of the General Power of Attorney has not received any considerations for the delegate. This GPA will be treated as a simple General Power of Attorney and the same is being executed accordingly to the provisions of 48 of Schedule-1B of Indian Stamp Act, 1899.

And generally to do all acts, deeds and things as may be required from time to time for giving effect to the powers mentioned herein above.

The executant hereby agree to ratify and confirm whatsoever attorney shall do by virtue of these presents and hereby declare that the executants shall not prevent enforcement of this Power of Attorney.

It is hereby clarified that the powers and authorities hereby granted are revocable and that this power of attorney shall continue to be in force, and be fully valid, until the developer and/or their nominee/s has completed the development of the project marketed the entire project on the Land pursuant to the Consortium Agreement executed between executant and attorney.

Amish Engineering Consultants & Constructors Pvt. Ltd.

Authorized Signatory

For GAYATRI INFRA PLANNER PVT. LTD.

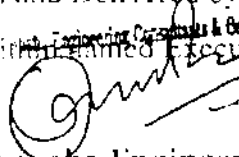
Director

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In witness whereof we the above named executants have duly executed on this 16.12.2014.

Signed and Delivered by

The within named Executants.


Authorized Signatory

M/s Anusha Engineering Consultants & Construction Pvt. Ltd.
through its Directors/authorized representative Shri Amit
Vaish.

Accepted

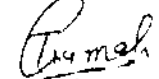

For GAYATRI INFRA PLANNER PVT. LTD.

Attorneys

Director

M/s Gayatri Infra Planner Pvt. Ltd. through its
Director/Authorized Signatory Shri Rakesh Srivastava.

In presence of Witnesses:-

- 
1. TARUN KUMAR
S/o Bishambhar Dajal
R/o 30/11 Gokul N. 6 Vishwak
Hagen Shaladara Datta 32
2. DLN/P07062003280989
Joginder Lal
S/o Mangyan Datta
R/o - - - - -





GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
PLOT NO -01, KNOWLADGE PARK -4
GREATER NOIDA CITY (U.P.)

Letter No. : Property/BRS/2017/2611

Dated : 12, AUGUST, 2017

To

M/s. ANUSHA ENGINEERING CONSULTANTS
& CONSTRUCTION PVT LTD.
PLOT NO GH- 1F, SECTOR -16
GREATER NOIDA WEST, GAUTAM BUDH NAGAR(U.P)

Sub: Permission to mortgage land admeasuring 17775.09 sq mtrs at. PLOT No GH- 1F,
SECTOR -16, GREATER NOIDA WEST. Distt.Gautambudh Nagar, U.P.

Sir,

In continuation of your letter dated 10.08.2017 on the subject matter mentioned above, I have been directed to inform you that GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA) is pleased to permit you to mortgage the aforementioned plot, for raising loan for development and construction on the allotted Builders Residential / Group Housing Plot No.GH-1F, Sector-16, Greater Noida, in favour of **ECL Finance Limited, Edelwiss House, Off CST Road, Kalina, Mumbai-400098 Local Office at Upper Ground Floor , Marcantile house , K.G Marg New Delhi 110001, and/or its associate companies** subject to the following conditions –

- A. That the financial institution in whose favour mortgage permission is required should be recognised by the RBI/NHB.
- B. GNIDA shall have the first charge towards the pending payment in respect of plot premium / lease rent / taxes or any other charges as informed or levied by the Authority on the plot and your bank / financial institution shall have second charge on the plot being financed.
- C. The mortgage permission shall be effective on making up-to-date payment of premium and annual lease rent of group housing/builders residential plot and after execution of lease deed in favour of allottee and the allottee/lessee/sub lessee shall be governed by the terms and conditions of allotment / lease deed of plot executed and sub-lease deed to be executed in favour of the allottee/sub-lessee.
- D. In the event of the transfer or foreclosure of the mortgaged or charged property, the lessor (GNIDA) shall be entitled to claim and recover the premium, lease rent and also such percentage of the unearned increased in the value of the group housing plot as the Authority may decide from time to time and amount of lessor's share of the said unearned increase shall also be the first charge having priority over the said mortgage of charge. The decision of the lessor in respect of the market value of the said Group Housing Plot No. GH-1F, Sector-16, Greater Noida shall be final and binding on all parties concerned provided that the lessor shall have the prospective right to purchase mortgage or charge after deduction the lessor share in unearned increase aforesaid.

[Handwritten signature]
12/8/17

- In case bank / financial institution financing the project also financing the cost of the land so mortgaged then this mortgage permission shall be subject to the conditions that your (bank / financial institutions) shall furnish undertaking for payment of premium as per schedule enumerated in the executed lease deed of the said group housing plot directly to GNIDA on the due dates.
- F. The mortgage permission shall be effective for a period of one year from the date of issue of this letter in which it must be utilized. In the event of failure to utilize within the stipulated time it shall be treated as lapsed. The bank / financial institution financing the project under this permission shall have to get the mortgage deed registered and intimate the Authority with a copy of mortgage deed indicating the creation of mortgage of said land.
- G. In the event of sale or foreclosure of the mortgaged / charged property, the Authority shall be entitled to claim and recover such percentage, as decided by the Greater Noida Authority, of the unearned increase in values of properties in respect of the market value of the said land/flat as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value of the said land/flat shall be final and binding on all the parties concerned. The Authority's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.
- H. The lessee case for reschedulment under PSP is in consideration. Accordingly a letter to pay 25% Rs. 47,479,220/- of the total defaulted amount including additional compensation is issued against this lessee has paid Rs. 50000000/- This letter of mortgage is with the conditions that balance due for Re-schedulment Rs. 1,74,79,220/- shall be payable either by allottee/Financial institution within 30 days of Issue of letter for re schedulment Letter No. ग्रेनो/विक्टर/2017/867, Dt. 11.08.2017 the compliance of above letter is essential including open of escrow A/c having first right of Authority to take decided percentage of recovery to just activate this permission.

Yours faithfully,

Sr. Ex. (Builders)

Copy to –

- 1 - ECL Finance Limited, Edelwiss House, Off CST Road, Kalina, Mumbai-400098
Local Office at Upper Ground Floor, Marcantile house, K.G Marg New Delhi
110001.

Sr-Ex. (Builders)