

BACHITAR PAL SINGH

ADVOCATE (E. No. D/185/2000)

**CHAMBER NO. 503,
DWARKA COURT
COMPLEX, SEC-10,
DWARKA, NEW
DELHI.
PH. 9818003246**

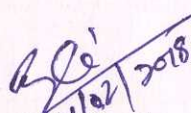
Date:14-02-2018

NO ENCUMBRANCE CERTIFICATE

That this certificate is being issued for compliance of Real Estate Regulatory Authority, Uttar Pradesh (Regulation and Development) Rules, 2017 as per requirement of Form under Rule 3(1). As per Clause 2(iv) Form REP-1 I am issuing this "No Encumbrance Certificate" having practice of 15 years. My Enrolment with the Bar Council of Delhi is D/185/2000.

"I have perused the record of the land provided by the Company and have also checked the Record at the office of Sub-Registrar Noida where encumbrance is to be marked and I say that the land under project is free from encumbrance of any kind of charge, say and except that permission to mortgage 4.197 Acre of land of commercial plot No-02B, Sector 94 Dt.14/11/2017 in favour of IndusInd Bank has been issued as mentioned in Annexure-II."

The details of land over which the project is being developed is provided in the attached Annexure-1.


Bachitar Pal Singh
Advocate
Enrolment No.D/185/2000

Annexure-II

There is an encumbrance of Rs.270 Cr. (Rupees Two Hundred Seventy Crore Only) of IndusInd Bank on the referred land of the Project, "Capital City", Plot No. 2, Sec-94, Noida, Uttar Pradesh as per the records pursued at Registrar of Companies.

See
-19/02/2018



GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of Registration for Modification of charge

[Pursuant to section 79(b) of the Companies Act 2013 and sub-rule (2) of rule 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: **U45300DL2007PLC169189**

Name of the company: **BPTP INTERNATIONAL TRADE CENTRE LIMITED**

Charge Identification Number: **100147066**

SRN: **G76023191**

REF.: Modification of charge dated 2017-11-22 modified on 2018-01-15 made between BPTP INTERNATIONAL TRADE CENTRE LIMITED (OF THE ONE PART) and IDBI TRUSTEESHIP SERVICES LIMITED (OF THE OTHER PART)

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge has been modified in the following manner:

Second Charge by way of equitable of mortgage on Phase-I land (admeasuring 4.197 acres) and Building thereon at Plot No. 2, Sector-94, Noida, Uttar Pradesh. First Charge holder being Noida Authority for their charges on the said Plot, as more particularly defined in the Schedule II to the attached Memorandum of Entry dated 15.01.2018.

and the above modification has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at New Delhi this eighth day of february two thousand eighteen.



Registrar of Companies

RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

BPTP INTERNATIONAL TRADE CENTRE LIMITED

M-11 , MIDDLE CIRCLE , CONNAUGHT CIRCUS, NEW DELHI, Delhi, India, 110001





सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of registration of charge

[Pursuant to sections 77(1) and 78 of the Companies Act 2013 and sub-rule (1) of 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: **U45300DL2007PLC169189**

Name of the company: **BPTP INTERNATIONAL TRADE CENTRE LIMITED**

Charge Identification Number: **100147066**

SRN: **G73719114**

REF.: Creation of charge dated 2017-11-22 between BPTP INTERNATIONAL TRADE CENTRE LIMITED (first party) and INDUSIND BANK LTD. (second party).

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge dated the twenty second day of november two thousand seventeen created by the above named company in favour of INDUSIND BANK LTD. to secure the amount of rupees Two Hundred Seventy Crore has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at New Delhi this sixteenth day of january two thousand eighteen.



Registrar of Companies

RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

BPTP INTERNATIONAL TRADE CENTRE LIMITED

M-11 , MIDDLE CIRCLE , CONNAUGHT CIRCUS, NEW DELHI, Delhi, India, 110001





GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of Registration for Modification of charge

[Pursuant to section 79(b) of the Companies Act 2013 and sub-rule (2) of rule 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: U45201DL2003PLC121733

Name of the company: BPTP LIMITED

Charge Identification Number: 10105821

SRN: G72724495

REF: Modification of charge dated null modified on 2017-09-28 made between BPTP LIMITED (OF THE ONE PART) and IDBI TRUSTEESHIP SERVICES LIMITED (OF THE OTHER PART)

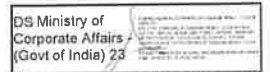
This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge has been modified in the following manner:

LIC of India Letter dated 28th September, 2017 releasing 4.197 acres of land from the total land admeasuring 14.17 acres and confirming that the remaining land under this charge will be 9.973 acres of land of Plot No. 2, Sector-94, Noida, Uttar Pradesh.

For securing 13.25% Non Convertible Debentures amounting to Rs.167 Crores.

and the above modification has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at New Delhi this first day of february two thousand eighteen.



Afsar Ali

Assistant Registrar of Companies

Registrar of Companies

RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

BPTP LIMITED

M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS, NEW DELHI, Delhi, India, 110001



नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सैक्टर-6
नोएडा

No. NOIDA/COMM/02B-94/2017/ 999

Dated: 14/11/2017

**M/S BPTP INTERNATIONAL TRADE CENTRE LTD.
M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS
NEW DELHI -110001**

Subject: No Objection Certificate for mortgaging the
Commercial Plot No. 02B, Sector-94, Noida.

Sir,

Please refer to your letter dated 01.11.2017 regarding grant of No Objection Certificate for mortgaging area 4.197 acre to IndusInd Bank Ltd. on Commercial Plot No. 02B, Sector-94 Noida towards project construction of this plot. It is to inform you that in continuation to our office letter No. NOIDA/COMM/3315 dated 24.07.2009 NOIDA shall have no objection for the mortgaging the Commercial Plot No. 02B, Sector-94 Noida towards project construction of this plot in favour of IndusInd Bank Ltd. 2401, GEN THIMMAYYA ROAD, CANTONMENT PUNE-411001. This permission is being granted subject to the following conditions:-

1. That the IndusInd Bank Ltd. 2401, GEN THIMMAYYA ROAD, CANTONMENT PUNE-411001 in whose favour mortgage permission is required should be recognized by the Reserve Bank of India/National Housing Bank.
2. NOIDA shall have the first charges towards the pending payment in respect of plot/commercial plot allotted/lease rent/taxes or any other charges as informed or levied by the Authority on the plot and that scheduled banks/government organization/financial institutions approved by the Reserved Bank of India shall have the second charges on the commercial plot thus being financed.
3. The mortgage permission shall be effective on making full payment of premium & one time lease rent as per the schedule of payment mentioned in the lease deed executed for

commercial plot and the allottee/sub-lessee shall be governed by the terms & conditions of allotment/Lease Deed of plot.

4. In the event of sale or foreclosure of the mortgaged/charged property the Noida shall be entitled to claim and recover such percentage, as decided by the Noida, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Noida, in respect of the market value of the said land shall be final and binding on all the parties concerned.
5. The Noida's right to the recovery of the unearned increase and the 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.
6. All arrears due to the Noida would be recoverable as arrears of land revenue.

Thanking you,

Yours faithfully,



ASSTT. GENERAL MANAGER (COMMERCIAL)

(आशीष भाटी)
सहा० महाप्रबन्धक-वाणिज्य
नौएडा

Copy to :-

1. IndusInd Bank Ltd. 2401, GEN THIMMAYYA ROAD, CANTONMENT PUNE-411001 with reference to letter dated 21/09/2017.
2. L.I.C. OF INDIA, YOGAKSHEMA, C.O. INVESTMENT DEPARTMENT, 6TH FLOOR WING, J.B. MARG, MUMBAI-400021 with reference to letter dated 28/09/2017.



ASSTT. GENERAL MANAGER (COMMERCIAL)

TITLE & SEARCH REPORT

Ref No.:

Date: 13/09/2017

Branch Head,
IndusInd Bank Ltd.
Mumbai Branch

Dear Sir,

Sub: Legal Opinion on title to the property

In pursuance of your instructions we have investigated title to the undermentioned property offered to the Bank by way of mortgage. We have investigated the title after following guidelines in the checklist provided by the Bank and my report is as under:

1. **Name and address of the title holder** : M/s BPTP International Trade Centre Ltd
M-11, Middle Circle, Connaught Circus
New Delhi - 110 001
- 1A. **Name and address of the Developer** : M/s BPTP Ltd
M-11, Middle Circle, Connaught Circus, New Delhi - 110001
2. **Constitution** : Limited Company
3. **Details of the property along with boundary details.** : Commercial Plot No. 2-B
admeasuring 57344.10 Sq.Mtrs. in Sector 94, Noida, Uttar Pradesh.
4. **Nature of Property** :
 - (i) if land: (a) Whether freehold/ Leasehold basis (a) Leasehold
 - (b) Whether name mutated in Revenue Record in the name of present owner (b) Not required, Since the Property is not Agriculture in nature. Hence, revenue authority does not

maintain any records for the property allotted by NOIDA on leasehold basis.

(ii) If land and Building- (a) Whether Freehold/ Leasehold

(a) Leasehold

(b) Whether name mutated in Revenue Record in the name of present owner

(b) Not required, Since the Property is not Agriculture in nature. Hence, revenue authority does not maintain any records for the property allotted by NOIDA on leasehold basis.

(iii) If flat/unit in the building:

(a) Whether Sale Deed/ conveyance Deed is executed in favour of flat/unit holder/

(a) Yes, NOIDA has executed a registered Lease Deed in favour of M/s BPTP International Trade Centre Ltd

(b) Whether name recorded in Municipal Record and Taxes are paid by present Owner?

(b) Not applicable. As of now there is no such municipal authority in NOIDA.

5. List of title deeds / documents perused : (The list should be inclusive of include approved plan and the Occupation/Completion certificate issued by respective Municipal Authorities for building and Possession Receipt in the name of present owner)

(a) Copy of Lease Deed dated 09/02/2009 executed by New Okhla Industrial Development Authority (NOIDA) in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2 admeasuring 85672.17 sq.mtrs., Sector, Sector 94, Noida.

The said Lease Deed is duly registered as Document No. 253, in Addl. Book No.1, Zild No. 1491 in Pages 207 to 238 on 09/02/2009.

- (b) Copy of Correction Deed dated 24/02/2010 executed by New Okhla Industrial Development Authority (NOIDA) in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2-A (admeasuring 28328.07 sq.mtrs.) and Plot No. 2-B (admeasuring 57344.10 sq.mtrs.), Sector, Sector 94, Noida.

The said Correction Deed is duly registered as Document No. 634, in Addl. Book No.1, registered on 24/02/2010.

- (c) Copy of Building Plan Sanction Letter dated 13/03/2012 issued by NOIDA in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2B admeasuring 273130.196 Sq.Mtrs., Sector 94, Noida.
- (d) Copy of NOC (for height clearance only) dated 06/09/2010 issued by Airports Authority of India in favour of M/s BPTP Ltd (Consortium) with respect to Plot No. 2, Sector 94, Noida. This certificate is valid for a period of 5 year from the date of issue.
- (e) Copy of Letter dated 04/02/2010 issued by Central Ground Water Authority, Govt. of India in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2, Sector 94, Noida.
- (f) Copy of Sanctioned Building Plan dated 13/03/2012 sanctioned by NOIDA in favour of M/s BPTP International Trade Centre Ltd in respect of Plot No. 2 admeasuring 57344.10 sq.mtrs. , Sector 94,

Noida.

- (g) Copy of NOC dated 25/01/2012 issued by Office of Fire Department Officer, Fire Service, Gautam Budh Nagar in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No.2-B, Sector 94, Noida.
- (h) Copy of NOC dated 01/06/2009 for Environmental Clearance issued by State Level Environment Impact Assessment Authority, Uttar Pradesh in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2, Sector 94, Noida.
- (i) Copy of Collaboration Agreement dated 25/07/2008 between M/s BPTP International Trade Centre Ltd and M/s BPTP Ltd with respect to plot admeasuring 94 Acres in Sector 94, Noida.

6. **Tracing of title and investigation of title** : Initially, M/s BPTP Ltd (Consortium) was declared a successful bidder and was allotted Plot No.2 admeasuring 85,672.17 Sq.Mtrs. in Sector 94, Noida by New Okhla Industrial Development Authority (NOIDA) vide Acceptance of Bid letter dated 06/02/2009.

Subsequently NOIDA executed a Lease Deed bearing Document No. 253 registered on 09/02/2009 with respect to Plot No. 2 admeasuring 85672.17 Sq.Mtrs. in favour of M/s BPTP International Trade Centre Ltd. Specific terms with their respective serial nos. as per the Lease Deed is being reproduced:

Lease Tenure: The tenure of lease is for 90 Years commencing from 09/02/2009.

Payment :

The premium of the plot admeasuring 85672.17 Sq.Mtrs. is Rs. 11,15,51,16,239.91/- which has already been paid to the NOIDA.

Mortgage:

The lessee shall obtain prior permission from the Lessor before creation of mortgage/transfer of the Property.

Later, the Government of Uttar Pradesh vide its Order No. 1470/77-4-09-142N/08 dated 25/10/2009 had allowed sub-division of plots in Noida.

In pursuance to the aforesaid Government Order, the Lessee applied for Sub-division of the plot vide its letter dated 23/11/2009 into two parts which was accepted and allowed by NOIDA vide its letter bearing No. Noida/Vanijya/2010/187 dated 16/02/2010 in the following manner

- (i) Plot No. 2A admeasuring 28328.07 sq.mtrs.
- (ii) Plot No. 2B admeasuring 57344.10 sq.mtrs.

Later, Lessor and the Lessee pursuant to the Government Order and the letter bearing No. Noida/Vanijya/2010/187 dated 16/02/2010 and the Transfer Memorandum, have executed a Correction Deed bearing Document No. 634 registered on 24/02/2010 in terms of which the Lease Deed is amended allowing the Lessee to transfer the whole or part of the plot with prior permission of

NOIDA on the terms and conditions set out in the Correction Deed read with the Transfer Memorandum.

Thereafter, the Lessee M/s BPTP International Trade Centre Ltd transferred the Plot No. 2-A admeasuring 28328.07 Sq.Mtrs. to M/s Vision Town Planners Pvt. Ltd. vide a duly registered Transferred Deed bearing Document No. 635 registered on 24/02/2010.

Pursuant to the transfer, M/s BPTP International Trade Centre Ltd become remains owner of the Property i.e. Plot No. 2-B admeasuring 57344.10 Sq.Mtrs. is retained with M/s BPTP International Trade Centre Ltd.

DEVELOPMENT RIGHTS

M/s BPTP International Trade Centre Ltd entered into a Collaboration Agreement with M/s BPTP Ltd (Developer) to develop a commercial complex on the land admeasuring 94 Acres including the Property. As per the said Collaboration Agreement, the entire cost and expenses for carrying out construction, development and completion of the project over the plot shall be done by the Developer and later, reimbursed by Lessee to the Developer.

7. Whether any additional document is : No.
required to complete the report
8. Particulars of tax / revenue receipts : Not applicable.
studied
9. Particulars of Encumbrance Certificates/ :

Search Notes

- a. Whether search has been conducted for mandatory 20 years or not. (a) Search conducted for last 13 years since allotment.
- b. If search has not been conducted for the stipulated period, , reasons for not carrying out such search. (b) It's a Government allotted Property in the Year 2009

10. a. Particulars of any charges/ encumbrances found to be recorded / registered on the property : (a) No such charges found registered / recorded on the property during the search the concerned Sub-Registrar of Assurances.
- b. Is property charged by deposit of title deed (EM) with an existing lender without any encumbrances recorded/ registered before Sub-Registrar? (b) As per ROC search, there is no charge over the property.

If Yes, give details

11. a. Documents perused in support of possession of property / premises by the mortgagor : (a) Possession Letter issued by NOIDA.
- b. Whether Property is Self occupied / possessed by the present owner or is given on lease/Leave and license basis to third party and the documents perused in support thereof. (b) We are given to understand that property is under development.
12. Minor's Interest, if any : No

13. Permission / NOC from society / builder : Not required.
in case of premises / flat in a Co-operative Society.
14. Permission of Lessor in case of : Mortgage Permission from NOIDA to
leasehold property, Required or Not - M/s BPTP International Trade Centre
Ltd in favour of **INDUSIND BANK LTD** with respect to the Property is
required.
- i) Is there any clause in the lease deed
restricting its mortgagability of
Property or Priority of claim/charge
of Lessor? (i) Since the permission from NOIDA
before mortgage is required and the
NOIDA authority i.e. the lessor will
have first charge over the property.
- ii) Is Third party mortgage (i.e. owner /
mortgager is other than borrower)
permissible as per lease deed? (ii) Not applicable. Since the
borrower is mortgagor.
15. Any Income Tax proceedings or other : As per information provided no such
proceedings pending against the
mortgagor affecting title of the
property/ premises proceeding pending. However, it is
recommended that a letter to this
effect be obtained from the borrower
company.
16. Land is Agricultural Land or Non - : Non-Agricultural.
Agricultural Land
17. If Agricultural Land, permission of : Not Applicable
Revenue Authority is required
18. Any other deficiency or restriction in : No
title
19. Application of : No
(a) Tenancy Laws (Both agricultural

and city tenants)

(b) State and Central enactments

20. Any charges registered with Registrar of Companies under the Companies Act, 2013 : No, As per ROC search, there is no charge over the property.

21. Recommendations

- : a) We have perused photocopies of documents of the Property mentioned hereinabove. However, we recommend that all original documents must be verified by representative before entering into the transaction.
- b) A certificate from Govt. Approved valuer/architect must be obtained confirming that the Property is built as per the duly sanctioned building plan and there is no deviation in the construction in the building as on date.
- c) Please ensure at your end that M/s BPTP International Trade Centre Ltd & M/s BPTP Ltd in the meeting of its Board of Directors and/its Shareholders, as the case may be, in compliance with its Memorandum and Articles of Association, for creation of equitable mortgage in favour of INDUSIND BANK LTD, and also authorize one of its Directors/ authorized representative to execute necessary documents for creation of equitable mortgage.
- d) Please ensure that necessary Form CHG-1 or any other Form as prescribed under applicable provisions of the Companies Act, 2013, is filled and registered with the relevant Registrar of

Companies, under whose jurisdiction the registered office of M/s BPTP International Trade Centre Ltd & M/s BPTP Ltd are situated, to record a charge in favour of **INDUSIND BANK LTD** in compliance with provisions of Companies Act, 2013.

e) Kindly obtain latest lease rent paid receipts in respect of the property.

f) As per *Gajraj and Ors Vs State of Uttar Pradesh and Ors (Civil Writ Petition No. 37443 of 2011)* which has affected the property in terms of enhanced compensation to the farmers whose land was acquired for the development. It is learnt that M/s BPTP International Trade Centre Ltd has received additional demand letter from NOIDA. In view of the above it is recommended that M/s BPTP International Trade Centre Ltd is required to furnish the complete details of such additional demand letter and payments made to the authority till date.

21. List of Title Documents required for creation of mortgage:

- i. Original Acceptance of Bid Letter dated 06/02/2009 issued by NOIDA in favour of M/s BPTP International Trade Centre Ltd in respect of Plot No. 2 admeasuring 85672.17 sq.mtrs., Sector, Sector 94, Noida.
- ii. Original Possession Letter issued by NOIDA in favour of M/s BPTP International Trade Centre Ltd in respect of Plot No. 2 admeasuring 85672.17 sq.mtrs., Sector, Sector 94, Noida.
- iii. Original Lease Deed dated 09/02/2009 executed by New Okhla Industrial Development Authority (NOIDA) in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2 admeasuring 85672.17 sq.mtrs., Sector, Sector 94, Noida.

The said Lease Deed is duly registered as Document No. 253, in Addl. Book No.1, Zild No. 1491 in Pages 207 to 238 on 09/02/2009.

- iv. Original Correction Deed dated 24/02/2010 executed by New Okhla Industrial Development Authority (NOIDA) in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2-A (admeasuring 28328.07 sq.mtrs.) and Plot No. 2-B (admeasuring 57344.10 sq.mtrs.), Sector, Sector 94, Noida.

The said Correction Deed is duly registered as Document No. 634, in Addl. Book No.1, registered on 24/02/2010.

- v. Copy of Building Plan Sanction Letter dated 13/03/2012 issued by NOIDA in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2B admeasuring 273130.196 Sq.Mtrs., Sector 94, Noida.
- vi. Copy of NOC (for height clearance only) dated 06/09/2010 issued by Airports Authority of India in favour of M/s BPTP Ltd (Consortium) with respect to Plot No. 2, Sector 94, Noida. This certificate is valid for a period of 5 year from the date of issue.
- vii. Copy of Letter dated 04/02/2010 issued by Central Ground Water Authority, Govt. of India in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2, Sector 94, Noida.
- viii. Copy of Sanctioned Building Plan dated 13/03/2012 sanctioned by NOIDA in favour of M/s BPTP International Trade Centre Ltd in respect of Plot No. 2 admeasuring 57344.10 sq.mtrs. , Sector 94, Noida.
- ix. Copy of NOC dated 25/01/2012 issued by Office of Fire Department Officer, Fire Service, Gautam Budh Nagar in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No.2-B, Sector 94, Noida.
- x. Copy of NOC dated 01/06/2009 for Environmental Clearance issued by State Level Environment Impact Assessment Authority, Uttar Pradesh in favour of M/s BPTP International Trade Centre Ltd with respect to Plot No. 2, Sector 94, Noida.
- xi. Copy of Collaboration Agreement dated 25/07/2008 between M/s BPTP International Trade Centre Ltd and M/s BPTP Ltd with respect to plot admeasuring 94 Acres in Sector 94, Noida.
- xii. Original Mortgage Permission from NOIDA to M/s BPTP International Trade Centre Ltd in favour of **INDUSIND BANK LTD** with respect to the Property.

xiii. Final Certificate:

In view of the foregoing, We certify that :-

- a) M/s BPTP International Trade Centre Ltd have clear, marketable and free from encumbrances title to the property described hereinabove and;
- b) M/s BPTP Limited has development rights by virtue of Collaboration Agreement dated 25/07/2008.
- c) The Bank can accept the original title deeds as listed above to create valid equitable mortgage by deposit of title deeds in favour of IndusInd Bank Ltd.

Should you desire any further information and/or clarification please do revert to us.

Thanking you,

Yours faithfully,

for SNG & PARTNERS

**MUNISH UPADHYAY
ADVOCATE**