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

**Dated 31-7-2018**

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

This certificate is being issued for the purposes of disclosing the encumbrances, if any, found over the group housing project named as SIKKA KAAMNA GREENS, launched by promoter M/s Kindle Infraheights Pvt. Ltd. situated at property bearing no. GH-03/B, Sector-143, Noida, Dist. Gautam Budh Nagar, U.P.

**DETAILS OF THE IMMOVABLE PROPERTY CONCERNING THE GROUP HOUSING PROJECT OF THE PROMOTER M/S KINDLE INFRAHEIGHTS PVT. LTD.**

The immoveable property in respect of which this certificate is being issued is part of plot no. GH-03, Sector 143, Noida, Dist. Gautam Budh Nagar, U.P. This plot belongs to the New Okhla Industrial Development Authority. The New Okhla Industrial Development Authority leased out a subdivided part of the aforesaid plot in favour of M/s Kindle Infraheights Pvt. Ltd. The plot leased out to M/s Kindle Infraheights Pvt. Ltd is plot no. GH-03/B, Sector 143, Noida, Dist. Gautam Budh Nagar, UP and the same is admeasuring 50000 square meter.

  
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**NAME & ADDRESS OF THE LESSEE AND DETAILS OF THE LEASE: -**

New Okhla Industrial Development Authority on receiving the 10% of the total land cost entered/executed lease deed dated 7<sup>th</sup> day of July 2011, duly registered with the office of Sub Registrar-I, Noida, Gautam Budh Nagar, U.P. vide registration bearing no. 5396, Book No. 1, Volume No. 2578, from pages 1 to 38, leasing out the plot GH-03/B, Sector 143, Noida, Dist. Gautam Budh Nagar, U.P. to M/s Kindle Infraheights Pvt. Ltd. **The copy of the said lease is annexed herewith** and the registration of the said lease deed has been duly verified from the office of Sub Registrar-I, Noida, Gautam Budh Nagar, U.P., wherein the said lease deed was got registered. The lease is still in continuation and after verification from New Okhla Industrial Development Authority, it has come across that the lease has not been cancelled/revoked till date. The lease in favour of M/s Kindle Infraheights Pvt Ltd. permits them to raise construction under the Group Housing Scheme.

M/s Kindle Infraheights Pvt. Ltd. i.e. Lessee is a special purpose company having registered office at C-60, Preet Vihar, Vikas Marg, Delhi-92. The special purpose company has been incorporated by M/s Silverado Estates Pvt. Ltd. (Lead Member) M/s Flair Realcon Pvt. Ltd. M/s Moonlight Sports Pvt. Ltd. M/s Sara Buildcon Pvt. Ltd. M/s Meriton Infotech Pvt.ltd. & M/s. Sutlej Agro Products Ltd. The said special purpose company is duly registered with R.O.C Delhi.

In terms of the lease the Promoter/Lessee has paid to the lessor an amount of Rs.52,85,84,708/- (Fifty Two Crores Eighty Five Lac Eighty Four Thousand Seven Hundred Eight Only) till dated and an amount of Rs.1,70,41,20,522/- (One Hundred Seventy Crore Forty One Lac Twenty Thousand Five Hundred Twenty Two Only) is outstanding (which includes the amount of interest till date), which is payable by the Promoter/Lessee (M/s Kindle Infraheights Pvt. Ltd.)

  
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to the (Lessor) New Okhla Industrial Development Authority. In accordance to the terms to the lease (and the amendments thereafter) the payments have to be made by the Promoter/Lessee to the Lessor till 14-3-2021.

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

M/s Kindle Infraheights Pvt. Ltd. has taken a Credit Facility from Indusind Bank vide sanction dated 30-9-2016 bearing reference no. IBL/C&I/2016-17/2046 under the guarantee of Mr. Gurinder Singh Sikka, Harvinder Singh Sikka, Gurmeet Singh Sikka, M/s G S Promoters Pvt. Ltd., M/s Sikka Infrastructure Pvt. Ltd.. The Principle Borrower in respect of this Credit Facility is M/s Kindle Infraheights Pvt. Ltd. and the credit facility is a term loan with the facility amount of Rs. 65 Crores. The facility is renewable subject to the review and discretion of the bank. The said credit facility is continuing and the total amount of loan which has been availed by the borrower i.e. M/s Kindle Infraheights Pvt. Ltd. is Rs.63,50,00,000/- (Sixty Three Crore Fifty Lac Only).

M/s Kindle Infraheights Pvt. Ltd. has repaid a sum of Rs.4,02,36,525/- (Four Crore Two Lac Thirty Six Thousand Five Hundred Twenty Five Only) till 30-6-2018 and the amount outstanding is Rs.59,47,63,476/- (Fifty Nine Crore Forty Seven Lac Sixty Three Thousand Four Hundred Seventy Six Only).

The collateral security which are lying with the Indusind Bank for the purposes of sanction of Credit Facility is not being repeated herein as the same has been depicted/manifested in the sanction letter dated 30-9-2016. Directly the leased plot no. GH-03/B, Sector 143, Noida, Dist. Gautam Budh Nagar, UP. is not under the charge of Indusind Bank. The Group Housing Project being constructed/raised

  
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on the land is under the charge of the Indusind Bank which is manifested by the collateral clause of the sanction letter issued by Indusind Bank dated 30-9-2016.

The title in favour of the Promoter/Lessee i.e. M/s Kindle Infraheights Pvt. Ltd. in respect of the plot bearing no. GH-03/B, Sector 143, Noida, Dist. Gautam Budh Nagar, UP. is encumbrance free as the lease has neither been revoked nor cancelled and the lease in favour of the Promoter/Lessee is in continuation till date. The terms of the lease manifest the manner and type of construction which the promoter/lessee is entitled to raise and the lease also manifest the schedule of payments to be made by the lessee/promoter. **The continuation of the lease manifest that there is no encumbrance to the lease hold title of the Promoter/Lessee.**

As far as the Credit Facility availed by the Promoter/Lessee is concerned the Credit Facility gives a charge to the Indusind Bank over the Group Housing Project being raised by the Promoter/Lessee and the said charge as of date is to the tune of Rs.59,47,63,476/- which is being repaid by the Lessee/borrower i.e. Kindle Infraheights Pvt. Ltd and the Credit Facility account is operational/continuing.

**Annexures: -**

- (I) True copy of lease deed dated 7-7-2011.
- (II) Certificate of incorporation of M/s Kindle Infraheights Pvt. Ltd.
- (III) Letter dated 30-9-2016 of credit limit sanction issued by Indusind Bank granting term loan to M/s Kindle Infraheights Pvt. Ltd.
- (IV) Statement of Account pertaining to the aforesaid term loan till date.

  
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(V) True copy of amendment letter issued by New Okhla Industrial Development Authority dated 21-3-2017 for the purposes of rescheduling the payment structure by the lessee to the lease deed dated 7-7-2011. The letter manifest that the lease is in continuation.

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



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