

**REPORT ON TITLE OF LEASEHOLD SPORTS CITY, PLOT NO. GH-08
ADMEASURING 10000 SQ. MTRS., SITUATED AT SECTOR-ADJOINING
TECHZONE-IV, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR
(UTTAR PRADESH).**

I. INTRODUCTION:

Clover Probuild Private Limited, a company registered under the Companies Act, 1956, having its office at SC-01, Plot No. GH-08, Sports City, Greater Noida-201308, (hereinafter referred to as "**Developer**") has appointed DSP Legal and instructed to conduct Legal Due Diligence of Leasehold Sports City, Plot No. GH-08 admeasuring 10000 Sq.Mtrs., situated at Sector-Adjoining Techzone-IV, Greater Noida, District Gautam Budh Nagar, (Uttar Pradesh) for submission with UPRERA.

II. SCOPE OF THE LEGAL DUE DILIGENCE REPORT

The scope of this report is limited to the following:

- a) Searches in the office of Sub-Registrar-Sadar, Greater NOIDA;
- b) Investigate the Leasehold rights, title and interest of the Developer in respect of Plot in question;
- c) Online Searches for pending litigation on the web portal of concerned High Court, NCLT, NCLAT, Consumer Forum / Commission.
- d) Online searches on the web portal of CERSAI, ROC, have also been undertaken.

III. DETAILS OF THE PROPERTY

Leasehold Sports City Plot No. GH-08 admeasuring 10000 Sq. Mtrs., situated at Sector-Adjoining Techzone-IV, Greater Noida, District Gautam Budh Nagar (Uttar Pradesh).

Bounded as under:-

North : Plot No. GH-07;
South : Plot No. SC-01 Sports City;
East : 60 Mtr. wideroad;
West : Plot No. SC-01 Sports City.

(Hereinafter referred to as "**Demised Plot**").

IV. ASSUMPTIONS/LIMITATION

For the purpose of this Legal Due Diligence, we have assumed as per given document provided by the client

- 4.1 Copies of all documents submitted to us are as originals, authentic and complete and all translations are accurate;
- 4.2 Copies of all documents submitted to us in electronic form or via facsimile transmission or as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
- 4.3 Any signatures and seals on the documents reviewed by us are genuine;
- 4.4 All statements, briefing made to us are accurate and not misleading, and there have been no amendments to the agreements examined by us;
- 4.5 The documents have been executed by the persons authorized to execute by way of a resolution of the directors/partners of the Company/LLP/ Firm to that effect;
- 4.6 All parties had the capacity, power and authority to enter into the Agreement/Documents duly authorized, executed and delivered by such parties in each case under all applicable laws, and the obligations of such parties there under are valid, legally binding and enforceable;

This report is subject to the following limitations:

- 4.7 For the purpose of title investigation, we have given the report as per the given documents by client
- 4.8 This opinion does not cover any litigation, suits etc. filed in any court save and except the case/s which has been expressly brought to our notice in respect of the Demised Plot;
- 4.9 Due precaution has been taken at the time of searches at the office of Sub-Registrar of Assurances, Registrar of Companies and CERSAI, however, the same is often not reliable as certain records are not being properly updated/maintained;
- 4.10 This Report is strictly confidential in nature and is made available to the recipient on the basis of confidentiality undertaking wherein the recipient agrees not to disclose any information to any third party which is available in the Report except as expressly permitted by us;
- 4.11 This opinion does not express any opinion as to the valuation or the commercial aspect of the Demised Plot;
- 4.12 Overall liability/responsibility in respect of this report shall be limited to professional fees being paid to us

V. DOCUMENTS EXAMINED FOR THE DUE DILIGENCE

While conducting the investigation we examined the Following Documents –

- a) Photocopy of Allotment letter issued to 1. M/s MMR Construction Co.



- Private Limited and two other Companies dated 30.03.2011,
- b) Possession Certificate,
- c) Lease Deed executed on 28.02.2014 executed between GNIDA and M/s Clover Probuild Private Limited bearing document No. 17059 dated 29.05.2014,
- d) Letter No. Niyo./2013/DS-153/6390 and
- e) Letter No. Gre. No./Commercial Property/ITS64035/2013/OPA both dated 19.11.2013 for sub division of plot.

VI. DEVOLUTION OF TITLE

- 6.1. **Background:** Greater Noida Industrial Development Authority (GNIDA), a body corporate which was Constituted under the U.P. Industrial Area Development Act, 1976, Greater Noida has now emerged as a planned, integrated, modern Industrial City, well connect to Delhi through a network of roads, national highways and the ultra- Modern DND flyover, offering inter-road linkages to all parts of the country, with many sectors fully developed, GNIDA offers a pollution free high standard of living and highly supportive industrial environment with its unique infrastructure providing numerous, matchless facilities. Today, it stands as an enviable monument of the concept of integrated Industrial Township in the world, with smooth and wide roads, well developed land, uninterrupted power supply, clean and safe drinking water, unfailing telephony, and splendid residential complexes in the serene and peaceful environment with greenery all around.

One of the largest Industrial Townships of Asia Not very far from Delhi yet away from the dirt, grime and pollution, part of the National Capital Region, Greater Noida is the industrial fairy land of the nation. GNIDA is one of the largest planned industrial townships of Asia Set up with a view to develop an Integrated Industrial Township for the industrial growth of the area, under the Uttar Pradesh Industrial Area Development Act, it best symbolizes harmony between human habitat and Industrial Enterprise.

- 6.2. Greater Noida Industrial Development Authority (GNIDA or Authority or Lessor), was constituted under section 3 of the UP Industrial Area Development Act, 1976, (Act) as a body corporate by Government of U.P. The objects for establishment of Noida, as per the section 6 of the Act, are asunder:

- (1) The object of the Authority shall be to secure the planned development of the area.
- (2) Without prejudice to the generality of the objects of the Authority, the Authority shall perform the following functions:-
 - (a) to prepare a plan for the development of the area;
 - (b) to demarcate and develop sites for industrial, commercial and residential purpose according to the plan;



- (c) to provide infrastructure for industrial, commercial and residential purposes;
- (d) to provide amenities;
- (e) to allocate and transfer either by way of sale or lease or otherwise plots of land for industrial, commercial or residential purposes;
- (f) to regulate the erection of buildings and setting up of industries: and
- (g) to lay down the purpose for which a particular site or plot of land shall be used, namely for industrial or commercial or residential purpose or any other specified purpose in such area."

The Authority is vested with powers to dispose of the land or property by way of sale, lease etc. under section 7 of the Act, which is reproduced below:

"The authority may sell, lease or otherwise transfer whether by auction, allotment or otherwise any land or building belonging to the Authority in the industrial development area on such terms and conditions as it may, subject to any rules that may be made under this Act think fit to impose."

6.3. **GNIDA**, under the Land Acquisition Act, 1894, acquired a piece of land and subsequently the acquired land was developed/bifurcated into plots and thereafter GNIDA/Authority allotted the plots to various entities/individuals for the purpose of setting up an Urban and Industrial Township.

6.4. **Allotment:** Pursuant to the bid/Tender Form No. 002 submitted for the allotment of Plot No.-SC-1 admeasuring 52654 Sq. Mtrs., Sports City Adjoining Tech Zone-IV, Greater Noida under "Scheme-2010-11", GINIDA vide its letter No. Prop/Commercial/2011/489 dated 30.03.2011, allotted the said Plot No.-SC-1, Sports City, admeasuring 526540 Sq. Mtr. situated at Adjoining Tech Zone-IV, Greater Noida, on quoted rate of Rs.6715/- per Sq. Mtr. The 10% of total premium amount of plot i.e. Rs.22,85,71,610/- (after adjusting the Earnest Money Rs.12,50,00,000/-) as allotment

money has to be deposited within 120 days from the date of issue of allotment this letter. Balance amount 90% of premium shall be deposited in 16 half yearly installments alongwith interest after 24 months moratorium period in favour of the 03 consortium companies. The details of the consortium companies are as under:-

1. M/s MMR Construction Company Private Limited, Lead Member,
2. M/s NKG Infrastructure Limited, Relevant Member and
3. M/s Advance Construction Company Private Limited, Relevant Member

6.5. **SUB-Division of Plot:** Aforesaid consortium requested GINIDA to Sub-Division of Plot No. SC-1, Sports City, admeasuring 526540 Sq. Mtr. situated



at Adjoining Tech Zone-IV, Greater Noida. Pursuant to application on 25.10.2013, Chief Executive Officer approved the Sub-Division of plot with the condition that the entry and exit gate of Plot No. GH-1 to 10 will be open on 60 Mtr. wide service road. The said Sub-Division of plot was approved by Senior Manager Planning on 08.11.2013.

On 19.11.2013, General Manager, Planning vide its letter No. Niyo./2013/DS-153/6390, addressed to Manager Property (Commercial) Department, GNIDA, submitted the approval and layout plans for further action.

On 19.11.2013, Manager (Commercial) Department vide its letter No. Gre. No./Commercial Property/ITS64035/2013/OPA, addressed to Special Officer (Planning), GNIDA, informed the concerned parties to submit lease plan to Commercial Department in terms of Sub-Division of plot.

Upon perusal of aforesaid letter and layout plans the Demised Plot is allotted to M/s Clover Probuild Private Limited (SPC of M/s MMR Construction Company Private Limited-Holding 80% share, Lead Member, M/s Advance Construction Company Private Limited-Holding 20% share, Relevant Member).

- 6.6. **Lease Deed: GNIDA** (herein after refer to as **Lessor**) on 28.02.2014, executed a lease deed in favour of M/s Clover Probuild Private Limited being Special Purpose Company within the meaning of Article 7E of the brochure of the scheme-2010-11 (Sports City Plot-SC-01) (hereinafter referred to as **Lessee**) in respect of Sub-Divided Demised Plot i.e. Sports City, Plot No. GH-08, admeasuring 10,000 Sq. Mtr. situated at Sector- Adjoining Techzone-IV, Greater Noida, District Gautam Budh Nagar(UP)

for a period of 90 years commencing from the date of execution of lease deed i.e. 28.02.2014. The plot is bounded as under :-

North : Plot No.GH-07;
South : Plot No. Sc-01 Sports City;
East : 60 Mtr. wideroad;
West : Plot No. SC-01 SportsCity.

The said Lease Deed is duly registered before the Sub-Registrar, Sadar, Gautam Budh Nagar on 28.02.2014 at Sl. No. 17059, registered at Book No. 1, Volume No. 16013, on Pages 33 to 72.

The Demised Plot was leased out by the lessor i.e. **GNIDA** to the lessee i.e. M/s Clover Probuild Private Limited on certain terms and conditions, the relevant terms are as under:

- a. In terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s CLOVER PROBUILD PRIVATE LIMITED**, a company incorporated under the provisions of the Indian Companies Act, 1956,
- b. **Use:** The demised plot shall be used for development of **Sports City** for Residential, commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, hospital & senior living, offices and such



other Sports uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. All the construction activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the LESSEE to obtain all statutory clearances from the concerned authority(ies) prior to commencement of the functioning in the premises.

- c. **Premium:** The total premium is Rs. 6,71,50,000/- out of which Rs. 67,15,000/- has been paid by the Lessee and acknowledge by the Lessor and remaining 90% i.e. Rs. 6,04,35,000/- is to be paid in 16 half yearly installments and interest @ 15% per annum compounded half yearly accrued during moratorium period, the first installment due and payable on 30.09.2011 and last installment due and payable on 30.03.2021. In case of default in depositing the installments or any payment, interest @ 18% compounded half yearly shall be leviable for defaulted period on the defaulted amount. The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- d. **Lease Rent:** The Lease rent is @ Rs.1 per Sq. Mtr. i.e. Rs.10,000/- for the first three years from the date of execution of the lease deed. Thereafter, the ground/lease rent shall be charged @ 1% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future. The lease rent shall be paid in advance every year, first payment is due on the date of execution of lease deed and thereafter on or before the last date of previous financial year. In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. compounded half yearly, on the defaulted amount and for the defaulted period.
- e. **One Time Lease Rent:** Lessee has the option to pay rent equivalent to 11 years @ 1% of the premium of the Demised Plot per year as "one time lease rent" unless lessor decided to withdraw this facility. After due approved from lessor the execution of the tripartite sub-lease deed shall be executed sub-lessee shall be liable to pay the proportionate annual lease rent of sub leased area unless by such time the one time lease rent has been paid by the Lessee.
- f. **Mortgage:** The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the Demised Plot. The LESSEE/sub-LESSEE(s) should have valid time period for construction as per terms of the lease deed/sub lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The GNIDA'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 from a court of law.

- 6.7. **Possession:** On 28.02.2014, the Lessor i.e. GNIDA vide Possession Certificate, handed over the possession of the Demised Plot admeasuring 10,000 Sq. Mtr. to the Lessee i.e. M/s Clover Probuild Private Limited. It is pertinent to mention that the size, area of Demised Plot was as per plan and was free from encroachment.

VII. PAYMENT RECEIPTS

- 7.1 **Letter regarding Re-Schedulement:** Pursuant to the application of the Lessee, GNIDA vide its letter bearing Reference No. GRANO/Commercial/2018/1940 dated 08.05.2018 approved the Re-Schedulement of the outstanding amount of Rs.7,69,25,176/- towards the Demised Plot to be paid asunder:

Instalment	Due date	Payable Premium	Payable Interest	Total payable instalment	Balance premium
Instalment No. 1	20.09.2018	12,820,863.00	5,384,762.00	18,205,625.00	64,104,315.00
Instalment No. 2	20.03.2019	12,820,863.00	4,487,302.00	17,308,165.00	51,283,452.00
Instalment No. 3	20.09.2019	12,820,863.00	3,589,842.00	16,410,705.00	38,462,589.00
Instalment No. 4	20.03.2020	12,820,863.00	2,692,361.00	15,513,224.00	25,641,726.00
Instalment No. 5	20.09.2020	12,820,863.00	1,794,921.00	14,615,784.00	12,820,863.00
Instalment No. 6	20.03.2021	12,820,863.00	897,460.00	13,718,323.00	

The aforesaid re-schedulement was approved with the condition that interest @3% will be charged on the default amount in case of default in payment of rescheduled installment and any payment due in future shall be paid in terms of allotment letter/Lease Deed/Payment plan.

VIII. DEVELOPMENT AND CONSTRUCTION

8.1 Letter for Building Sanction Plan:

Pursuant to the application, the Authority i.e. GNIDA vide its letter no. PLG(BP)3562/78 dated 14.02.2017, sanctioned the building plan. The building plan was sanctioned on certain terms and conditions as mentioned in the letter under reference. Building sanction plan is valid upto 05 years i.e. upto 13.02.2022. The sanction is being granted under the provisions of 'The Greater Noida Industrial Development Area Building Regulation 2010'.



IX. NOC'S FROM VARIOUS AUTHORITIES

9.1 Airports Authority of India:

The Lessee i.e. M/s Clover Probuild Private Limited applied for issuance of No Objection Certificate from Airport Authority of India(AAI),

considering the application AAI vide its letter no. AAI/RHQ/NR/ATM/NOC/2016/142/699-701 dated 11.07.2016, issued "No Objection Certificate" (For Height Clearance) to the Lessee for the construction of Group Housing Project on Plot No. GH-08, situated at Sports City, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar.

9.2 NOC from Fire Department:

The Lessee i.e. M/s Clover Probuild Private Limited applied for issuance of Revised Provisional Fire NOC, pursuant to the application Chief Fire Fighting Officer, Gautam Budh Nagar vide its letter No. 55/JD/Fair Service/Luckno-15/(Gautam)/09dated06.01.2017, issued Revised provisional fire Fighting NOC in respect of Proposed building to be constructed on the Demised Plot i.e. Plot No. GH-08, situated at Sports City Sector- Tec Zone-IV, Greater Noida, District Gautam Budh Nagar. Subject to that upon completion of construction, shall get inspection by the fire department and obtain permanent NOC.

9.3 Environment Clearance:

The Lessee i.e. M/s Clover Probuild Private Limited vide its letter dated 11.09.2015, 02.11.2016, 23.12.2016, 15.02.2017, 04.11.2017 and 20.12.2017, applied for issuance of Environment Clearance Certificate, pursuant to the application State Level Expert Appraisal Committee (SEAC) (SEIAA) vide its letter no. 72/Parya/SEAC/3373/2016 dated 12.01.2018, agreed to grant the environment clearance to the Group Housing Project "Project" purposed to be constructed on the Plot No. GH-08, admeasuring 10000 Sq. Mtr. situated at Sector-Sports City, Tech Zone, Greater Noida, District Gautam Budh Nagar. The Environment Clearance was granted subject to certain terms and conditions as mentioned in the letter under reference.

9.4 No Objection For Mortgaging: The Lessee i.e. M/s Clover Probuild Private Limited vide its letter dated 19.07.2017, applied for issuance of No Objection to Mortgage, pursuant to the application before GINIDA vide its letter no. Property/Commercial/2017/529 dated 09.08.2017, agreed to grant the No Objection for Mortgaging the dwelling Units to be Constructed on the Group Housing Plot No. GH-08, admeasuring 10000 Sq. Mtr. situated at Sector-Sports City, Adjoining Tech Zone, Greater Noida, and District Gautam Budh Nagar in favor of



Nationalized Bank/Financial Institutions. Permission to mortgage was granted subject to certain terms and conditions as mentioned in the letter under reference.

X. SEARCHES (LOCAL, ROC, CERSAI, Litigation and GNDA)

- 10.1 **Local Search:** The searches were carried out at the office of the Sub Registrar-Sadar, Gautam Budh Nagar on 22.06.2021 vide Receipt No. 2021145025763, where it was found that lease deed no. 17059 dated 28.02.2014, executed by **Greater Noida Industrial Development Authority** in favour of **M/s Clover Probuild Private Limited** is duly registered and additional copy of the same is pasted in the respective Volume. Further, we could not found any entry which adversely affect the right, title and interest of Lessee.

Note- In Uttar Pradesh the Memorandum of Entry by way of Deposit of Title Deed is not compulsorily registerable document therefore Entry of Mortgage cannot be reflected in the SRO Searches. However the Charge of CSL Finance Limited is reflecting in the ROC Searches mentioned below.

10.2 ROC Search:

M/s Clover Probuild Private Limited

The record of the Registrar of Companies has been inspected ON-LINE on 20.06.2021, wherein it is found that **M/s Clover Probuild Private Limited** is duly registered with the ROC-Delhi, bearing CIN No. U45204DL2013PTC256535, and found that the company was incorporated on 13.08.2013, having the authorized capital of Rs.1,00,000/-and paidup capital of Rs.1,00,000/-and having its registered office at A-10, B-1, Mohan Co-operative Industrial Estate, Badarpur, South Delhi, Delhi-110044.

We further inspected Index of Charges and found that following charge is registered/exists against the company.

Name of Charge Holder : CSL FINANCE LTD

Amount of Charge: 30 Crore

Copy of Master Data of the company is enclosed.

10.3 CERSAI Searches:

M/s Clover Probuild Private Limited.

Online searches (Debtor Based) were carried out, at the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India and found that following charge is registered against the company bearing CIN No. U45204DL2013PTC256535.

Name of Charge Holder : CSL FINANCE LTD

Amount of Charge: 30 Crore

Copy of result of CERSAI Search is enclosed herewith.



10.4 Litigation Searches:

Online searches with the key word "**Clover Probuild**" were carried out on 21.06.2021 around 13.00 PM on the websites of the Hon'ble Supreme Court of India, High Court of Allahabad & Delhi, E-District Court, Saket & Gautam Budh Nagar, National Company Law Tribunal (NCLT), bench Delhi and National Company Law Appellate Tribunal (NCLAT), National Consumer Disputes Redressal Commission (NCDRC), State Consumer Disputes Redressal Commission, Uttar Pradesh (SCDRC), District Consumer Disputes Redressal Commission, Gautam Budh Nagar, Real Estate Regulatory Authority, Uttar Pradesh (RERA) and found that No litigation is pending against the company.

10.5 Authority Searches:

We alongwith the representative of Lessee visited at the office of GNIDA to inquired about the Demised Plot, and found that above said Lease Deed was kept on record of GNIDA.

XI. CONCLUSION

- 10.1 On the basis of aforesaid referred documents, searches, inspection & observations, we are of the opinion that the Demised Plot i.e. Sports City Plot No. GH-08, admeasuring 10000 Sq. Mtr. situated at Sector-Adjoining Techzone-IV, Greater Noida, District Gautam Budh Nagar (Uttar Pradesh) is owned by Greater Noida Industrial Development Authority (GNIDA) and M/s Clover Probuild Private Limited is the Lessee and having leasehold rights in the Demised Plot for a period of 90 years commencing from 28.02.2014 to 27.02.2104.
- 10.2 A charge of CSL Finance Limited for Rs. 30 crore exists on the Demised Plot.

We opine accordingly.

For DSP Legal
Adv. Satish Prabhakar Darekar
Authorised Signatory



(MAHA/1824/1983 dated 08.12.1983)

Date: 22.06.2021