

S.P. SUMAN

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IC No. SCBA S-628/1998

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ANNEXURE - B:

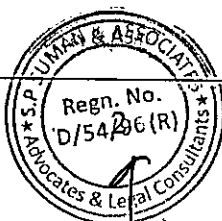
SUPPLEMENTARY TITLE SEARCH/LEGAL OPINION

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

(ALL COLUMNS/ITEMS ARE TO BE COMPLETED/COMMENTED BY THE PANEL ADVOCATE)

Dated: 18.07.2023

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	The Asstt. General Manager, State Bank of India HLST BRT, 11, Sansad Marg, New Delhi-110001.
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	LOS No.
	c)Name of the Borrower(s).	Prospective buyer(s)/purchaser(s) of Multi-Storeyed Flats situated in the Project known as "Flora Heritage" constructed/built up on Lease Hold (for the term of 90 years from 26.08.2013) Group Housing Plot No.GH-16B, having area measuring 10000.10 sq. mtrs., Sector-1, situated in the Layout Plan of Greater Noida Industrial Development Area, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).
2	a Type of Loan	Project Approval/Housing Loan
	b Type of Property	Lease hold Residential Property
3.	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective buyer(s)/purchaser(s) of Multi-Storeyed Flats situated in the Project known as "Flora Heritage" constructed/built up on Lease Hold (for the term of 90 years from 26.08.2013) Group Housing Plot No.GH-16B, having area measuring 10000.10 sq. mtrs., Sector-1, situated in the



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		Layout Plan of Greater Noida Industrial Development Area, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).			
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	As mentioned above			
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As borrower(s)			
4	a Value of Loan (Rs. in crores)	-----			
5	Complete or full description of the immovable property/(ies) offered as security including the following details. (a) Survey No. (b) Door/House no. (in case of house property) (c) Extent/ area including plinth/ built up area in case of house property (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	<p>Multi-Storeyed Flats situated in the Project known as "Flora Heritage" constructed/built up on Lease Hold (for the term of 90 years from 26.08.2013). Group Housing Plot No.GH-16B, having area measuring 10000.10 sq. mtrs., Sector-1, situated in the Layout Plan of Greater Noida Industrial Development Area, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.):-</p> <p>Which is bounded as under:-</p> <p>North-East 24 Meter Wide Road South-West 75 Meter Wide Road North-West-Open Land South-East- Plot No.GH-16C</p>			
6	a) Particulars of the documents scrutinized-serially and chronologically.	As mentioned below			
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.				
	Sl. No.	Date	Name/ Nature of the Document	Original / certified copy/ certified extract/	In case of copies, whether the original was scrutinized by the Advocate. (I have seen and verified the original of



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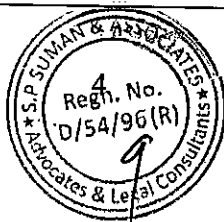
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			photoco py, etc.	following deeds, original documents are laying with DCB Bank):-	title since
1.		Certificate of Incorporation issued by Registrar of Companies, Government of NCT of Delhi and Haryana, in favour of M/s Solaris Realtech (P) Ltd.	Original	Yes	
2.		Memorandum and Article of Association of M/s Solaris Realtech (P) Ltd.	Original	Yes	
3.	24.12.2008	Reservation Letter No.Noida/GHP/2008 (1)/2008/884	Original	Yes	
4.	01.03.2011	Allotment Letter No.Prop/BRS-04/2011	Original	Yes	
5.	02.05.2013	Letter No.Prop/BRS/2013/369	Original	Yes	
6.	08.03.2021	Revised Sanction Plan vide Letter No.Graino/Builders/2021/117	Original	Yes	
7.	31.03.2015	Letter issued by Directorate of Environment, Uttar Pradesh for State Level Environment Impact Assessment Authority, Department of Environment, Uttar Pradesh, vide Letter No.2801/Parya/SEAC/2090/2013/OSD(T)	Original	Yes	
8.	01.10.2014	NOC/No Objection Certificate issued by Uttar Pradesh Pollution Control Board vide Letter No.F-49602/C-1/NOC-1083/2014	Original	Yes	
9.		Registration Certificate of Project, issued by Real Estate Regulatory Authority to M/s Solaris Realtech (P) Ltd. for the Project FLORA HERITAGE	Original	Yes	
10.	08.12.2020	No Objection Certificate vide Letter No.AAI/RHQ/NR/ATM/ NOC/Revalidation/ 2014/271/1520-1523	Original	Yes	



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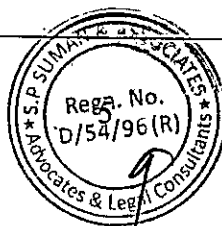
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11.	26.08.2013	Lease Deed	Original	Yes
12.	07.05.2013	Undertaking	Original	Yes
13.		Board Resolution passed by the Board of Directors of M/s Solaris Realtech (P) Ltd. in their meeting held on 06.05.2013	Original	Yes
14.	26.06.2021	Approval Letter issued by Chief Fire Fighting Officer vide Letter No.UPFS/2021/33087/GBN/Gautam Budh Nagar/9667/DD	Original	Yes
15.	15.01.2021	Certificate of Electrical Safety Directorate vide Letter	Original	Yes
16.	02.06.2021	Certificate of Electrical Safety Directorate vide Letter	Original	Yes
7.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component).			Certified copy of Lease Deed dated 26.08.2013
	b) Whether all pages in the certified copies of title documents which are obtained directly from sub-registrar's office have been verified page by page with the original documents submitted? (in case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).			Yes
8.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			No
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			Yes
	d) Whether proper registration of documents completed. Details thereof to be provided.			Yes



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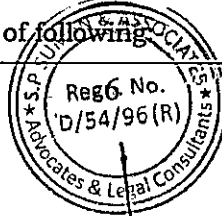
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9.	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.).
	b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	No
	c)Whether search has been made at all the offices named at (b) above?	N.A.
	d)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10.	a) Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Yes, as mentioned below
	<p>As per the description in the documents mentioned hereinabove, the property /land under reference was initially acquired by U.P. Govt. under the land acquisition Act, 1894 and handed over to Greater Noida Industrial Development Authority, Greater Noida, District Gautam Budh Nagar (U.P.), for the purpose of setting up an Urban and Residential Township and land was divided into various Group Housing Plots in different shape and size.</p> <p>AND WHEREAS, the lessor has through a Sealed Two-Bid tender system awarded to the consortium consisting of:- (1) <u>M/s Alpine Township Private Limited (Lead Member)</u> (2) <u>M/s Solaris Infra Projects Pvt. Ltd. (Relevant Member)</u>, (3) <u>M/s MMR Infrastructure Developers Pvt. Ltd. (Relevant Member)</u>, (4) <u>M/s Unity Infra Projects Limited (Relevant Member)</u>, Plot No.GH-16, Sector-01, Greater Noida, having area measuring 136841.00 sq. mtrs., after fulfilling the terms and conditions prescribed in the brochure and its corrigendum (if any) vide Reservation/Acceptance letter No.Prop./BRS-04/2011/282 dated 14.01.2011 and Allotment Letter No.Prop./BRS-04/2011/395 dated 01.03.2011 for the development and marketing of Group Housing Pockets/Flats/Plots on the details terms and conditions set out in the said allotment letter and brochure of the said scheme. The registered consortium consists of following</p>	



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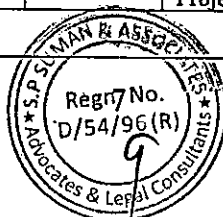
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S.No.	Name of Member	Share Holding	Status
1	M/s Alpine Township Private Limited	33%	Lead Member
2	M/s Solaris Infra Projects Private Limited	31%	Relevant Member
3	M/s MMR Infrastructure Developers Private Limited	31%	Relevant Member
4	M/s Unity Infra Projects Limited	5%	Relevant Member

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s Alpine Township Private Limited, has approached to the lessor in accordance with the clause C-8 of the brochure /bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl.No.	Plot No.	Sector	Divided Area (in sq. m.)	Name of Member	Status
1.	GH-16A	Sector-1	42420.17	M/s MMR Infrastructure Developers Pvt. Ltd.	Relevant Member
2.	GH-16B	Sector-1	10000.10	M/s Solaris Realtech Pvt. Ltd. (SPC of M/s Alpine Township Pvt. Ltd. - Lead Member, M/s Solaris Infra Projects Pvt. Ltd., M/s Unity Infra Projects Ltd.- Relevant Member	Relevant Member
3.	GH-16C	Sector-1	14000.30	M/s Citycon Buildwell Pvt. Ltd. (SPC of M/s Alpine Township Pvt. Ltd. - Lead Member, M/s Solaris Infra Projects Pvt. Ltd., M/s Unity Infra Projects Ltd.- Relevant Member	SPC
4.	GH-16D	Sector-1	13800.00	M/s Alpine Infraprojects Pvt. Ltd. (SPC of M/s Alpine Township Pvt. Ltd. - Lead Member, M/s Solaris Infra Projects Pvt. Ltd., M/s Unity Infra Projects Ltd.- Relevant Member	SPC
5.	GH-16E	Sector-1	32000.40	M/s Future World Green Homes Pvt. Ltd. (SPC of M/s Alpine Township Pvt. Ltd. - Lead Member, M/s Solaris Infra Projects Pvt. Ltd., M/s Unity Infra Projects Ltd.- Relevant Member	SPC
6.	GH-16F	Sector-1	24620.00	M/s Solaris Infraprojects Pvt. Ltd. (SPC of M/s Alpine Township Pvt. Ltd. - Lead Member, M/s Solaris Infra Projects Pvt. Ltd., M/s Unity Infra Projects Ltd.- Relevant Member	SPC



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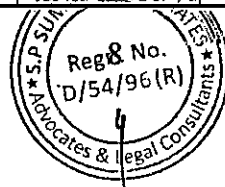
Whereas the said registered consortium has given an undertaking dated 07.05.2013 to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the lessor.

Whereas the lessor approved the aforesaid sub-division vide Letter No.Prop/BRS/2013/1369 dated 02.05.2013 and name and status of M/s Solaris Realtech Private Limited, on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, Accordingly lessee has to develop and market the project on demarcated /sub-divided Plot No.GH-16B, Sector-01, Greater Noida measuring 10000.10 sq. mtrs, which land area has been leased through the Lease Deed.

AND it has been represented to the lessor that Consortium Members have agreed amongst themselves that M/s Solaris Realtech (P) Ltd. shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No.GH-16B, Sector-01, Greater Noida, Shareholding conditions on the lessee company/companies shall be applicable on lessee as per clause-C-8 & C-10 of the brochure of BRS-04/2010 scheme.

This in consideration of the total premium of 10000.10 sq. mtrs. is Rs.11,57,51,158.00 (Rupees Eleven Crore Fifty Seven Lakh Fifty One Thousand One Hundred Fifty Eight Only) out of which 10% i.e. Rs.1,15,75,115.80 which have been paid by the Lessee to the Lessor. There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly installments. After expiry of moratorium period, the balance 90% premium i.e. Rs.10,41,76,042.00 of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

Balance 90 % Premium (Proportionate)					
Installment No.	Due Date	Payable Premium	Payable Interest	Total payable installment	Balance premium
Installment No. 1 Paid	04.08.2011	0.00	6250563	6250563	104176042



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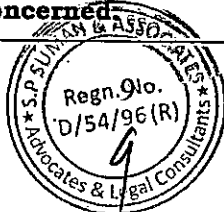
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Installment No. 2 Paid	04.02.2012	0.00	6250563	6250563	104176042
Installment No. 3 Paid	04.08.2012	0.00	6250563	6250563	104176042
INSTALMENT DUE AFTER ZERO PERIOD					
Installment No. 4 Paid	04.08.2013	0.00	6250563	6250563	104176042
Installment No. 5	04.02.2014	6511003	6250563	12761566	97665039
Installment No. 6	04.08.2014	6511003	5859902	12370905	91154036
Installment No. 7	04.02.2015	6511003	5469242	11980245	84643033
Installment No. 8	04.08.2015	6511003	5078582	11589585	78132030
Installment No. 9	04.02.2016	6511003	4687922	11198925	71621027
Installment No. 10	04.08.2016	6511003	4297262	10808265	65110024
Installment No. 11	04.02.2017	6511003	3906601	10417604	58599021
Installment No. 12	04.08.2017	6511003	3515941	10026944	52088018
Installment No. 13	04.02.2018	6511003	3125281	9636284	45577015
Installment No. 14	04.08.2018	6511003	2734621	9245624	39066012
Installment No. 15	04.02.2019	6511003	2343961	8854964	32555009
Installment No. 16	04.08.2019	6511003	1953301	8464304	26044006
Installment No. 17	04.02.2020	6511003	1562640	8073643	19533003
Installment No. 18	04.08.2020	6511003	1171980	7682983	13022000
Installment No. 19	04.02.2021	6511003	781320	7292323	6510997
Installment No. 20	04.08.2021	6511003	390660	6901663	0.00

Further, as per Lease Deed dated 26.08.2013 executed by Greater Noida Industrial Development Authority to M/s Solaris Realtech (P) Ltd. which may with prior permission of the Lessor, mortgage the land to any Financial Institution (s)/Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by Lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the Lessor, Lessee and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any financial Institution(s)/Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C. may be issue subject to such terms and conditions as may be decided by the Lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/changed property the Lessor shall be entitled to claim and recover such percentage, as decided by the Lessor, 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 Lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.



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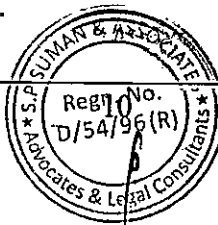
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It is further provided that the lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like roads, parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

- i) Such allottee/sub Lessee should be citizen of India and competent to contract.
- ii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

I have inspected Lease Deed dated 26.08.2013 and also inspected the available records of the Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.) for the period from September 2022 to till date in the office of Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.) and found that above property was acquired by M/s Solaris Realtech (P) Ltd. by way of Lease Deed dated 26.08.2013, which is registered as document No.21058, book No. I, Vol. No.13988, Page No.379 to 430, registered on 26.08.2013, in the office of Sub-Registrar-Sadar, Distt. G.B. Nagar (U.P.).



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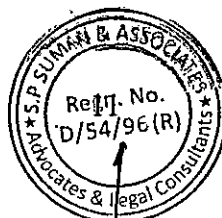
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	<p>On my inspection of record available on Peshi register from September, 2022 to till date in the office of concerned Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.), I found that the property detailed above are free from all sorts of registered encumbrance and owned by M/s Solaris Realtech (P) Ltd., which has the clear and marketable title over the property in question, except to fact that aforesaid property has already been mortgaged with DCB Bank.</p> <p>Search has been carried out by me from the office of Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.) from September, 2022 to till date and as per the search of the Index Register and the documents found therein and made available to me I have not found any register charge, lien or encumbrance over the property in question, except to fact that aforesaid property has already been mortgaged with DCB Bank.</p> <p>The agreements/documents of the title of the property which have been shown to me are verified from the office of the Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.) and documents submitted to us are the same of whose Original are registered before the Registrar of Assurance.</p> <p>It is made clear that the bank would be able to sell the captioned property while exercising its powers under the provision of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.</p>
b) Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such log on the title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used).	No
c) Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No



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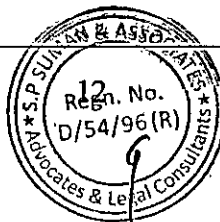
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11.	a) Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Lease Hold Rights by virtue of Lease Deed dated 26.08.2013
	If Ownership Rights,	Yes
	a) Details of the Conveyance Documents	Lease Hold Rights by virtue of Lease Deed dated 26.08.2013
	b) Whether the document is properly stamped.	Yes
	c) Whether the document is properly registered.	Yes
	If leasehold, whether;	Yes
	a)lease Deed is duly stamped and registered	Yes
	b)lessee is permitted to mortgage the Leasehold right,	Yes, however prior mortgage permission from lessor (Greater Noida Authority) is required.
	c)duration of the Lease/unexpired period of lease,	For the term of 90 years from 26.08.2013
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Yes, however prior mortgage permission from lessor (Greater Noida Authority) is required.
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f)Right to get renewal of the leasehold rights and nature thereof.	Yes, after expiry of 90 years as per Govt. rules.
	If Govt. grant/ allotment/Lease-cum/Sale Agreement/Occupancy/Inam Holder/Allottee etc. whether;	Yes
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Prospective buyer(s)/purchaser(s) can mortgage the aforesaid property in favour of the bank



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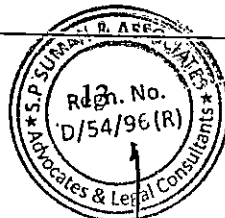
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		after execution of sub-lease deed in his/her/their favour.
	b) the mortgagor is competent to create charge on such property,	Yes
	c) any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Yes, however prior mortgage permission from lessor (Greater Noida Authority) is required.
	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
12.	Has the property been transferred by way of Gift/Settlement Deed:-	No
	a) The Gift/Settlement Deed is duly stamped and registered;	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	c) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	d) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	e) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
13.	Has the property been transferred by way of partition/family settlement deed.	No
	(a) Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.



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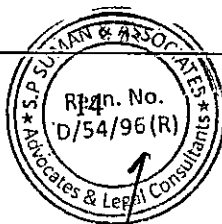
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	(b) Whether mutation has been effected	N.A.
	(c) Whether the mortgagor is in possession and enjoyment of his share.	N.A.
	(d) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A.
	(e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	(f) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
14.	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	(g) Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	N.A.



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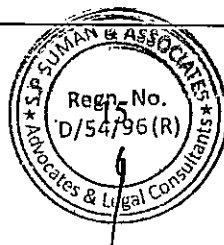
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15.	Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious/other institutions	No
	(a) any restriction in creation of charges on such properties?	N.A.
	(b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16.	(a) Where the property is a HUF/joint family property	No
	(b) Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	(c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18.	Is the property an Agriculture Land	No
	(a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N.A.
	(b) In the case of agriculture property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage/	N.A.
	(c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.



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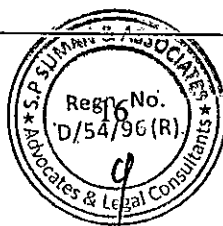
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19.	(a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	As per provided document, it is revealed that property is not affected by any local laws weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc., however, an affidavit to be obtained from owner/borrower in this regard.
	(b) Additional aspects relevant for investigation of title as per local laws.	N.A.
20.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.
21.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, as per information received from the owner(s)/borrower(s), no litigation is pending, however, an affidavit may be obtained from owner(s)/borrower(s).
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.



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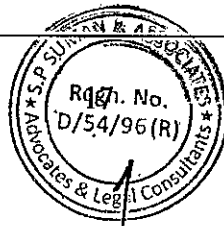
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22.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
23.	(a) Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	The property in question is owned by M/s Solaris Infratech Pvt. Ltd., it is suggested that the bank may obtain a search report of the records maintained in respect of the Company with the office of concerned ROC.
	b/1) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) firm? Yes /No	N.A.
	b/2) if yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company /LLP (seller) and the vendee company (purchaser). ?	N.A.
	b/3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A.
	b/4) if the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied	N.A.
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No



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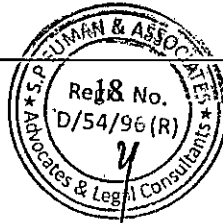
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25.	(a) Whether any POA is involved in the chain of title during the period of search ?	No
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A. N.A. N.A.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	N.A. N.A. N.A. N.A.
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.



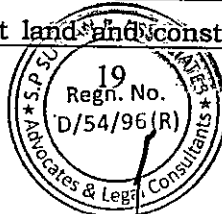
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26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
27.	1. If the property is a flat/apartment or residential/commercial complex	Residential property
	(a) Promoter's/Land owner's title to the land/ building;	<u>M/s Solaris Infratech Pvt. Ltd. is the owner of the said property.</u>
	b) Development Agreement/Power of Attorney;	No
	(c) Extent of authority of the Developer/builder.	N/A
	(d) Independent title verification of the Land and/or building in question;	Prospective buyer(s)/purchaser(s) would have independent title over the property in question after execution of sub-lease deed in his/her/their favour.
	(e) Agreement for sale (duly registered);	N.A.
	(f) Payment of proper stamp duty;	Yes ✓
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	N/A
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes ✓
	(i) Conveyance in favour of Society/ Condominium concerned;	N/A
	(j) Occupancy Certificate/allotment letter/letter of possession;	Yes
	(k) Membership details in the Society etc.;	N/A
	(l) Share certificates;	N/A
	(m) No Objection Letter from the Society;	N/A
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	As mentioned in the certificate of title.
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	(p) If the property is a vacant land and construction is yet to be	N.A.



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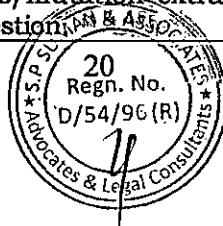
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	made, approval of lay-out and other precautions, if any.	
	q) Whether the numbering pattern of the units/flats tally in all Documents such as approved plan, agreement plan, etc.	N.A.
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	Yes
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished	Yes
II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes
II. D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Yes
28.	Encumbrances, attachments, and/ or claims whether or Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No Registered encumbrances have been found during the search, except to fact that aforesaid property has already been mortgaged with DCB Bank.
29.	The period covered under the encumbrances certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	No Registered encumbrances have been found during the search, except to fact that aforesaid property has already been mortgaged with DCB Bank.
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yet to be obtained from the builder.
31	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A.
	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	N.A.
32	(a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question	N.A.



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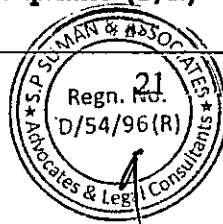
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	(b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Prospective buyers/purchasers can mortgage the aforesaid property in favour of the bank after execution of Sub-Lease Deed in his/her/their favour..
33.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents? (the property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).	Yes
34.	a) Whether the property can be identified from the following documents;	Yes
	(i) Document in relation to electricity connection;	Yes
	(ii) Document in relation to water connection.	Yes
	(iii) Document in relation to Sales Tax Registration, if any applicable;	N.A.
	(iv) Other utility bills, if any.	N.A.
	b) discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	(a) whether the documents i.e. valuation report /approved sanction plan reflect/indicate any difference /discrepancy in the boundaries in relation to the title document/other document. (b) The valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	No To be verified from the bank/Architect/ Valuer
36	a Whether the Bank Will be able to enforce SARFESI ACT, If required against the property offered as security?	Yes
	b Property is SARFAESI compliant (Y/N)	Yes



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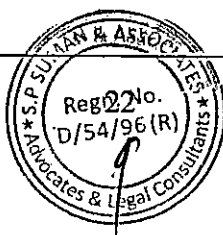
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37	(a) Whether original title deeds are available for creation of equitable mortgage	Yes
	(b) In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the bank in this regard.	N.A.
38	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	<p>In compliance I visited the Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.). I have thoroughly examined and search the record /documents from Zonal Office. The schedule property is free from all type of encumbrances, except to fact that aforesaid property has already been mortgaged with DCB Bank.</p> <p>The said Property is enforceable under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. Search / Verification of documents Report is accordingly submitted for kind consideration.</p>
39	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective buyer(s)/purchaser(s) can mortgage the aforesaid property in



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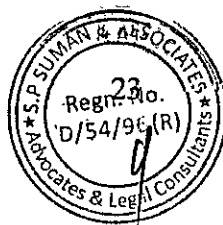
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		favour of the bank after execution of sub-lease deed in his/her/their favour.
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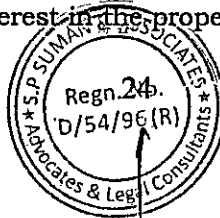
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ANNEXURE - C:

CERTIFICATE OF TITLE

I have examined the Original of Title Deeds (**since original documents are laying with DCB Bank**), which are intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar-Sadar & Dadri, Distt. G.B. Nagar (U.P.). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from September, 2022 to till date pertaining to the Immovable Property/(ies) covered by above said certified copies of Title Deeds. The property appears to be free from all Encumbrances, **except to fact that aforesaid property has already been mortgaged with DCB Bank.**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the



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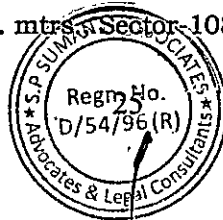
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share of the Minor with Name). (Strike out if not applicable). N.A.

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending **Borrower/prospective buyer(s)/purchaser (s) can mortgage the aforesaid property in favour of the bank after execution of Sub-Lease Deed in his/her/their favour.**
9. **I certify that present owner M/s Solaris Infratech Pvt. Ltd.** has an absolute, clear and Marketable title over the Schedule property/ (ies) and prospective buyer(s)/purchaser(s) can mortgage the aforesaid property in favour of the bank after execution of sub-lease deed in his/her/their favour. I further certify that the above certified copies of the title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said mortgage would be enforceable.
10. **In case of creation of mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:**

SINCE PROPERTY UNDER REFERENCE IS RELATED TO PROJECT, HENCE IN THE CASE OF PROJECT APPROVAL, FOLLOWING DOCUMENTS MAY BE TAKEN FOR APPROVAL :-

- i. Copy of Certificate of Incorporation issued by Registrar of Companies, Government of NCT of Delhi and Haryana, in favour of M/s Solaris Realtech (P) Ltd.
- ii. Copy of Memorandum and Article of Association of M/s Solaris Realtech (P) Ltd. wherein, name & address of subscribers, number of equity shares taken by its subscribers are mentioned in the Memorandum of Article of Association.
- iii. Copy of Reservation Letter No.Noida/GHP/2008 (1)/2008/884 dated 24.12.2008 issued by New Okhla Industrial Development Authority, in favour of M/s Divine India Infrastructure Pvt. Ltd., in respect of Group Housing Plot No.GH-04, having area measuring 16560.00 sq. mtrs. Sector-108, Noida, Distt. G.B. Nagar (U.P.).



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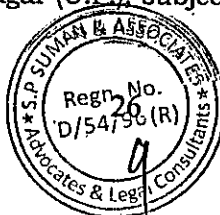
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- iv. Copy of Allotment Letter No.Prop/BRS-04/2011 dated 01.03.2011 for Builders Residential/Large Group Housing Plot No.GH-16, Sector-1, having area measuring 136841.00 sq. mtrs., issued by Greater Noida Industrial Development Authority to the consortium consisting of (1) M/s Alpine Township Private Limited (Lead Member) (2) M/s Solaris Infra Projects Pvt. Ltd. (Relevant Member), (3) M/s MMR Infrastructure Developers Pvt. Ltd. (Relevant Member), (4) M/s Unity Infra Projects Limited (Relevant Member), having its office at B-8, Sector-22, Noida (U.P.)
- v. Copy of Letter No.Prop/BRS/2013/369 dated 02.05.2013 issued by Greater Noida Industrial Development Authority to M/s Solaris Realtech Pvt. Ltd. for execution of Lease Deed for Group Housing/Builders Residential Sub-Divided Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).
- vi. Copy of Revised Sanction Plan vide Letter No.Graino/Builders/2021/117 dated 08.03.2021 issued by Greater Noida Industrial Development Authority to Chief Manager (Planning) Greater Noida, to M/s Solaris Realtech (P) Ltd., in respect of construction of Group Housing Plot No.GH-16, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).
- vii. Copy of Letter issued by Directorate of Environment, Uttar Pradesh for State Level Environment Impact Assessment Authority, Department of Environment, Uttar Pradesh, vide Letter No.2801/Parya/SEAC/2090/2013/OSD(T) dated 31.03.2015 and grant the environmental clearance for the project of M/s Solaris Realtech (P) Ltd. at Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), subject to compliance of certain terms and after fulfillment of terms and conditions govt. Approved the project under category 8(b) of Environment Impact Assessment Notification 2010.
- viii. Copy of NOC/No Objection Certificate issued by Uttar Pradesh Pollution Control Board vide Letter No.F-49602/C-1/NOC-1083/2014 dated 01.10.2014, to M/s Solaris Realtech (P) Ltd., in respect of Group Housing Plot No.GH-16, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), subject to terms and conditions stipulated in the Letter.



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IC No. SCBA S-628/1998

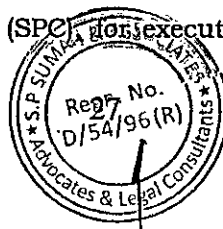
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- ix. Copy of Registration Certificate of Project, issued by Real Estate Regulatory Authority to M/s Solaris Realtech (P) Ltd. for the Project FLORA HERITAGE wherein confirmed that registration shall be valid for a period of 4 years commencing from 04.10.2017 and ending with 31.12.2021 unless renewal by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act.
- x. Copy of No Objection Certificate vide Letter No.AAI/RHQ/NR/ATM/ NOC/Revalidation/ 2014/271/1520-1523 dated 08.12.2020 issued by Airport Authority of India, for no objection certificate for height clearance for construction of the proposed Group Housing Building by M/s Solaris Realtech (P) Ltd. at Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), is hereby extended the validity upto 31.07.2022.
- xi. Certified Copy of Lease Deed dated 26.08.2013 executed by Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (Lessor), in favour of M/s Solaris Infratech Pvt. Ltd., a company incorporated under the Provisions of the Companies Act, 1956 having its registered office at E-117/B, Gali No.6, New Ashok Nagar, Delhi-110096, through its authorized signatory Mr. Preetam Singh S/o Sh. Ram Prasad Singh duly authorized vide Board Resolution dated 14.06.2013, in respect of Group Housing Plot No.GH-16B, having area measuring 10000.10 sq. mtrs., Sector-1, situated in the Layout Plan of Greater Noida Industrial Development Area, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.21058, book No. I, Vol. No.13988, Page No.379 to 430, registered on 26.08.2013, in the office of Sub-Registrar-Sadar, Distt. G.B. Nagar (U.P.).
- xii. Copy of Undertaking dated 07.05.2013 executed by (1) M/s MMR Infrastructure Private Limited (Relevant Member) (2) M/s Solaris Realtech Private Limited (SPC) (3) M/s Citycon Buildwel Private Limited (SPC) (4) M/s Alpine Infraprojects Private Limited (5) M/s Future World Green Homes Private Limited (SPC) (6) M/s Solaris Infra Projects Private Limited (SPC) for execution of Lease Deed in favour of M/s



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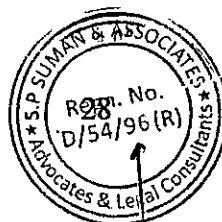
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Solaris Realtech (P) Ltd., in respect of Group Housing Plot No.GH-16B, having area measuring 10000.10-sq. mtrs., Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).

- xiii. Copy of Board Resolution passed by the Board of Directors of M/s Solaris Realtech (P) Ltd. in their meeting held on 06.05.2013, at the registered office of the company situated at 102-103, J.S. Arcade, Sector-18, Noida (U.P.), wherein resolved that Mr. Saryu Prasad Yadav, Director of the company be and is hereby authorized to complete all the formalities and sign all the documents for and on behalf of the company and to take action for development of Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).
- xiv. Copy of Approval Letter issued by Chief Fire Fighting Officer vide Letter No.UPFS/2021/33087/GBN/Gautam Budh Nagar/9667/DD dated 26.06.2021 for the project of M/s Solaris Realtech (P) Ltd. at Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), subject to compliance of certain terms and after fulfillment of terms and conditions Government Approval of Fire Fighting Scheme from fire satisfactory point of view of the residential building of M/s Solaris Realtech (P) Ltd. The proposal fire-fighting scheme is approved in the building plan.
- xv. Copy of Certificate of Electrical Safety Directorate vide Letter dated 15.01.2021 issued by the Office of Dy. Director, Electrical Safety, Uttar Pradesh Administration, Ghaziabad Region to M/s Solaris Realtech (P) Ltd. for inspection of Flora Heritage, at Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).
- xvi. Copy of Certificate of Electrical Safety Directorate vide Letter dated 02.06.2021 issued by the Office of Dy. Director, Electrical Safety, Uttar Pradesh Administration, Ghaziabad Region to M/s Solaris Realtech (P) Ltd. for inspection of Flora Heritage, at Group Housing Plot No.GH-16B, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.).



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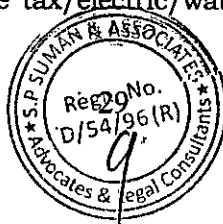
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IN INDIVIDUAL CASE, prospective buyer(s)/purchaser(s) is/are required to submit the following additional documents in favour of the bank: -

- i. Original Allotment Letter/Builder Buyer Agreement/Sale Agreement to be issued by M/s Solaris Realtech (P) Ltd. in favour of prospective buyer(s)/purchaser(s) of the flat(s), in respect of property under reference.
- ii. Original Possession Letter to be issued by M/s Solaris Realtech (P) Ltd., in favour of prospective Purchasers of the flat(s), in respect of property under reference.
- iii. Original Sub-Lease Deed to be executed by Greater Noida Industrial Development Authority (Lessor) and M/s Solaris Realtech (P) Ltd. (Lessee) in favour of prospective Purchasers of the flat(s) (Sub-Lessee), in respect of property under reference.
- iv. Original money receipt (s), in respect of amount deposited/to be deposited by the prospective buyer(s) with the present owner M/s Solaris Realtech (P) Ltd.
- v. Original demand notice issued by M/s Solaris Realtech (P) Ltd., in favour of the prospective buyer(s).
- vi. Original NOC/ lien noting letter to be issued by the developer company M/s Solaris Realtech (P) Ltd., in favour of Bank.
- vii. Original Stamped Tripartite Agreement to be executed between M/s Solaris Realtech (P) Ltd. on the one hand, as first party with **State Bank of India** as second party and the prospective buyer(s) as third party.
- viii. Latest paid up to date House tax/electric/water bill receipt in respect of property under reference.



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-
- ix. Photo Identification of prospective buyer(s)/purchaser(s) through his/her/their Election Card/or like documents.
- x. **Original mortgage permission from lessor (Greater Noida Authority) in favour of State Bank of India, in respect of property under reference.**
- xi. **NOC/No Dues Certificate from DCB Bank, in respect of property under reference.**
- xii. **List of documents from DCB Bank, in respect of property under reference.**
- xiii. The Bank also obtained an Affidavit-cum-declaration from the mortgagers/purposed purchaser that he/she/they will not create any encumbrance and also will not charge the title of the above said property till the Bank total outstanding be cleared by the borrower(s) for whom the above said property is going to be mortgaged as collateral security.
11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable law rules in force.
12. **It is certified that the property is SARFAESI compliant.**

It is made clear that the bank would be able to sell the captioned property while exercising its powers under the provision of the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.**



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SCHEDULE OF THE PROPERTY/IES

Multi-Storeyed Flats situated in the Project known as "Flora Heritage" constructed/built up on Lease Hold (for the term of 90 years from 26.08.2013) Group Housing Plot No.GH-16B, having area measuring 10000.10 sq. mtrs., Sector-1, situated in the Layout Plan of Greater Noida Industrial Development Area, Sector-1, Greater Noida, Distt. G.B. Nagar (U.P.), which is bounded as under: North-East 24 Meter Wide Road, South-West 75 Meter Wide Road, North-West-Open Land, South-East- Plot No.GH-16C, Owned by M/s Solaris Realtech Pvt. Ltd., duly allotted to prospective buyer(s)/purchaser(s).

S.P. SUMAN

Advocate

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