

4

**New Okhla Industrial Development Authority
Main Administrative Building, Sector-VI, NOIDA –
201301**

No. NOIDA/Commercial/SC-01-D1-79/2013/789

Dated: 4th July, 2013

**M/s Kindle Developers Pvt. Ltd.
C-23, Greater Kailash Enclave Part-I,
New Delhi - 48**

**Subject: Clarification with regard to No Objection Certificate for
mortgaging the Sports City Plot No. SC-01/D1 Sector-79,
Noida.**

Sir,

With reference to your letter dated 4th July, 2013 on the above subject, this is to inform you that NOIDA shall have no objection to mortgage the built-up space/flats in favour of scheduled banks/ Government organization/ financial institutions approved by the Reserve Bank of India for providing loan to the prospective buyers of the built-up space/flats on the same terms and conditions as has been communicated to you vide this office letter no. NOIDA/Commercial/ SC-01-D1-79/2013/712 dated 24th June, 2013. It is also clarified that the mortgage permission will be effective from the date of execution of the sub lease deed in favour of prospective buyer of the built-up space/flat.

Thanking you,

Yours faithfully,



ASSTT. GENERAL MANAGER (COMMERCIAL)

(एल० पी० सिंह)
सहायक महाप्रबन्धक
नोएडा

(4)

**New Okhla Industrial Development Authority
Main Administrative Building, Sector-VI, NOIDA –
201301**

No. NOIDA/Commercial/SC-01-D1-79/2013/ 712

Dated: 24 June, 2013

**M/s Kindle Developers Pvt. Ltd.
C-23, Greater Kailash Enclave Part-I,
New Delhi - 48**

Subject: No Objection Certificate for mortgaging the Sports City Plot
No. SC-01/D1 Sector-79, Noida.

Sir,

With reference to your letter dated 17th June, 2013 on the above subject, this is to inform you that NOIDA shall have no objection for mortgage for providing project loan for development of project/ raising funds on **Sports City Plot No. SC-01/D1, Sector-79, Noida** in favour of scheduled banks/ Government organization/ financial institutions approved by the Reserve Bank of India. This permission is being granted subject to the condition that in the mortgage deed, following clauses will be included:-

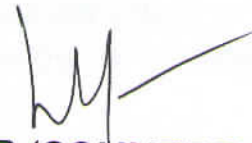
1. That the financial institution in whose favour mortgage permission is required should be recognized by the Reserve Bank of India/National Housing Bank.
2. NOIDA shall have the first charge towards the pending payment in respect of plot/ commercial plot allotted/ lease rent/ taxes or any other charges as informed or levied by the Authority on the plot and that scheduled banks/ Government organization/ financial institutions approved by the Reserve Bank of India shall have the second charge 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)

(एल० पी० सिंह)
सहायक महाप्रबन्धक
नॉएडा