PRABHASINGH
Advocate Grajnus Pulka

Office: Chamber No. 7, Compound no. 7 C.J.M. Court Compound District Dehradun (Uttarakh.and) Phone No. 91-9456154679,789546066 email-prabha0069@gmail.com

Date: 10.01.2019

TITTLE INVERSTIGATION REPORT

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME Branch, Rajpur Road, Dehradun.
	 Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. 	* Stechmin
	c) Name of the Borrower.	M/s Planet Herbs Lifesciences Private Ltd. through its Chairman Shri V.K. Dhawan son of Shri K.L. Dhawan. (Borrower)
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Planet Herbs Lifesciences Private Ltd.
	 b) Constitution of the unit/concern/ person/body/authority offering the property for- creation of charge. 	Individual
	 State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) 	Borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	All that land bearing khasra no. 2519 area 0.1062 hectare, khasra no. 2522 area 0.4850 hectare, khasra no. 2553 area 0.3910 hectare total area 0.9822 hectare situated at Mauza Shankarpur Hakumatpur, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun.
	a) Survey No.	*
	b) Door/House no. (in case of house property)	
,	 e) Extent/ area including plinth/ built up area in case of house property 	Total area 0.9822 hectare
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza or Place: Shankarpur Hakumatpur, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun bounded and butted as under: NORTH: Property of SIEL. SOUTH: Plot no. B-3 and Plot no. B-8. EAST: Road.
		WEST: Remaining part of plot no. B-4

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	and chronologically.			at serial no. 6513. 2- Correction Deed dated 06.12.2018 registered at serial no. 5901. 3- Certificate of Incorporation. 4- Articles of Association. 5- Sanctioned map. 6- Khatuni.	
	 Nature of documents verified and as to whether registration extracts duly certified. Note: Only originals or certified extracts from the regexamined 				
	SI. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
	1.	24.10.2005	Sale Deed	Original <	
	2.	06.12.2018	Correction deed	Copy	
	3.	19.10.2006	Sanctioned map	Сору	
5,	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.)			No. Duly verified with the relevant sub registrar office Dehradun.	
	b) i) 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?				N.A.
	b) ii) docur should wheth page I (In ca	Where the nents are not d be compared her the total party page with the are originals to aring with the d be handled me	certified copi available, the with the orig age numbers i e original prod the deed is no certified or ore diligently &	es of the title copy provided inal to ascertain in the copy tally uced. of produced for ordinary copies & cautiously).	N.A.
4	a) W au av	hether the recor thorities relevan	ds of registrar t to the propert cation through	office or revenue ty in question are any online portal	Some records are available for verification
	b) If	such online/co	imputer record	ls are available, oss checking are	Duly verified by me and its O.K.
	m	ade and the comi	ments/ findings	in this regard.	

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£ .	a)	Property offered	
		jurisdiction of which sub-registrar office?	Dohandan
	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)	The Property of the Control of the C	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?	N.A.
8.	CI	nain of title tracing the title from the older out to	

8. 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. And 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 clog 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)

I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Vikas Nagar, District Dehradun and Dehradun for last more than 30 years in respect of All that land bearing khasra no. 2519 area 0.1062 hectare, khasra no. 2522 area 0.4850 hectare, khasra no. 2553 area 0.3910 hectare total area 0.9822 hectare situated at Mauza Shankarpur Hakumatpur, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun (morefully described in the Schedule of property) given at the foot of this certificate. The said property standing in the name of M/S Planet Herbs Lifesciences Pvt. Ltd. a Private Ltd. Company having its registered office at 7/1, Pritam Road, Dehradun.

Whereas M/S Planet Herbs Lifesciences Pvt. Ltd. a Private Ltd. Company having its registered office at 7/1, Pritam Road, Dehradun through its constitute and authorized person Shri V.K. Dhawan son of Shri K.L. Dhawan (Chairman) duly authorized vide resolution dated 19.10.2005 passed in board meeting purchased the said land from M/S Sara Industrial Estate Ltd. having its registered office at 7/1, Pritam Road, Dehradun through its Director Shri Sumit Dhawan son of Shri V.K. Dhawan vide sale deed dated 24.10.2005 duly registered in the office of the sub registrar, Vikas Nagar, District Dehradun in book no. 1 volume 2 page 483 and in additional file book no. 1 volume 615 pages 397 to 406 registered at serial no. 6513 dated 24.10.2005 subsequently a correction deed was also executed between the parties on 06.12.2018 duly registered in the office of the sub registrar, Vikas Nagar, District Dehradun in book no. 1 volume 4747 pages 233 to 250 registered at serial no. 5091 dated 06.12.2018 for rectification of west side.

Whereas the said property is mutated in the name of M/S Planet Herbs Lifesciences Pvt. Ltd. in the revenue records of Vikas Nagar, District Dehradun.

Whereas a map is duly sanctioned upon the said property for industrial purpose.

Whereas the said land and other land was recorded in the name of M/S Sara Industrial Estate Ltd. in the revenue records since the fasli year 1394 or English Calendar Year 1987.

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F	So on perusal of record and inspection made in the offi	ice of the Sub Registrar, Vikas Nagar,
	District Dehradun and revenue records do hereby certify that of encumbrances etc. and M/S Planet Herbs Lifescier marketable title over the said property. Subject to mortgage of Provisions of Securitisation and Reconstruction of Filescurity Interest Act 2002 are applicable to the present pro-	at the said property is free from all sort nees Pvt. Ltd. holding a clear and with the bank. nancial Assets and Enforcement of
9.	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.)	Absolute owner/Full ownership rights.
10.	If leasehold, whether;	No -
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	 Right to get renewal of the leasehold rights and nature thereof. 	N.A.
11.	whether;	
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	
	the mortgagor is competent to create charge on such property?	
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A.
12.	If occupancy right, whether;	N.A
	a) Such right is heritable and transferable,	N.A
2000	b) Mortgage can be created.	N.A
13.	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 minor interest in the said property
14.	Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	
	b) The Gift/Settlement Deed has been attested by two witnesses;	
	e) The Gift/Settlement Deed transfers the property to Donee;	
	d) Whether the Donee has accepted the gift by signing the	N.A.

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	Gift/Settlement Deed or by a separated writing or by implication or by actions?	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	
	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;	No
	 h) Any other aspect affecting the validity of the title passed through the gift/settlement deed. 	No
15.	a) In case of partition/family settlement deeds, 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
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	d) 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
	e) 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
16.	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.
7.	a) Whether the property is subject to any wakf rights?	No /

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	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
10	above cases for creation of mortgage?	N.A.
18.	a) Where the property is a HUF/joint family property, 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.	
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	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?	No -
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not an agricultural property and situated in Industrial Area
	b) In case of agricultural 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?	No
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	*
21.	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.)?	No
22.	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?	No
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No _
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
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1	e) 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?	
24.	belongs to the firm and the deed is properly registered?	
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	e) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, 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.	Yes copy of Certificate of Incorporation and Article of Association are enclosed.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Yes
	ii) 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.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	a) Whether any POA is involved in the chain of title?	No
4.7.	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.
	e) 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/	N.A.

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A	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).	
	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.
	Whether the POA was in force and not revoked or had become invalid on the date of execution of the	N.A.
	 b) document in question? (Please clarify whether the same has been ascertained from the office of sub- registrar also?) 	
	c) Please comment on the genuineness of POA?	N.A.
	 d) The unequivocal opinion on the enforceability and validity of the POA. 	N.A.
28.	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 _
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/ building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder; d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favour of Society/ Condominium concerned; j) Occupancy Certificate/allotment letter/letter of	N.A.

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	(b) Membership details in the Society etc.; (c) Share Certificates; (d) No Objection Letter from the Society; (e) All legal requirements under the (e) local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations	
	p) Requirements, for noting the Bank charges on the	
	 q) If the property is a vacant land and construction is yet to be made, approval of lay-out and other r) precautions, if any. s) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc 	
10.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No /
31.	and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Ok.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.b) Whether No Objection Certificate under the Income Tax Act is required/obtained?	N.A.
4.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	-
5.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes in the revenue records.
6.	a) Whether the property offered as security is clearly demarcated?b) Whether the demarcation/ partition of the property is	Yes /
	legally valid? e) 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 _
7.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes
	Document in relation to electricity connection; Document in relation to electricity connection;	
	b) Document in relation to water connection;	

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1	c) Document in relation to Sales Tax Registration, if any applicable;	
	d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No discrepancy
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation or any other report not available.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	Yes
42.	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.	Take original sale deeds
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	None
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Take original sale deeds
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/S Planet Herbs Lifesciences Pvt.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016?	Ltd. through its chairman.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.

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?

Not applicable

Date: 10.01.2019

Place: Dehradun

Signature of the Advocate

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Advocate

Office: Chamber No. 7, Compound no. 7
C.J.M. Court Compound
District Dehradun (Uttarakh.and)
Phone No. 91-9456154679, 789546066

Annexure - C: Certificate of title

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage (*please specify the kind of 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 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 Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). 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 1988 to 09.01.2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 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 share of the Minor with Name). (Strike out if not applicable).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/S Planet Herbs Lifesciences Pvt. Ltd..
- 9.1 certify that . M/S Planet Herbs Lifesciences Pvt. Ltd. has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created 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 original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage;-

In case of Individual seeks loan from the Bank the following documents may be taken:-

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Sale Deed dated 24.10.2005 registered at serial no. 6513. original Correction Deed dated 06.12.2018 registered at serial no. 5091

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

CHEDULE OF THE PROPERTY (IES)

All that land bearing khasra no. 2519 area 0.1062 hectare, khasra no. 2522 area 0.4850 hectare, khasra no. 2553 area 0.3910 hectare total area 0.9822 hectare situated at Mauza Shankarpur Hakumatpur, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun

NORTH: Property of SIEL.

SOUTH: Plot no. B-3 and Plot no. B-8.

EAST: Road.

WEST: Remaining part of plot no. B-4

Date: 10.01.2019

Place: Dehradun

Brobbe Singh Signature of the Advocate

Enclosure :

1- Search receipt.

2- Copy of Sale Deed dated 24.10.2005 registered at serial no. 6513.

3- Copy of Correction Deed dated 06.12.2018 registered at serial no. 5901.

4- Copy of Certificate of Incorporation.

5- Copy of Articles of Association.

6- Copy of Sanctioned map.

7- Khatuni.