

ARBIND KUMAR SINGH

Advocate

Chamber No. 661 Dwarka Courts, New Delhi.

E-Mail: advocatearbind@gmail.com

Mobile No. 9560223089

Ref No SBI-59/2021

Dated: 04.08.2021

Annexure - B:

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	The DGM, State Bank of India, Overseas Branch, Javahar Vyapar Bhawan, New Delhi.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	SBI/2021/
	c) Name of the Borrower.	M/s. HPL Electric & Power Ltd.
2.	A) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. HPL Electric & Power Ltd.
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Limited Company
	c) 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.	Industrial Plot bearing No.357Q, area measuring 6072 Sq. Meters, situated at Pace City-II, Sector-37, Gurugram, Haryana.
	(a) Survey No.	N.A.
	(b) Door/House no. (in case of house property)	Plot bearing No.357Q
	(c) Extent/ area including plinth/ built up area in case of house property	Area measuring 6072 Sq. Meters
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Industrial Plot bearing No.357Q, area measuring 6072 Sq. Meters, situated at Pace City-II, Sector-37, Gurugram, Haryana.
4.	a) Particulars of the documents scrutinized-serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration	

Arbind Singh

Advocate
Chamber No. 661 Dwarka Courts
New Delhi
9560223089

म संख्या 3 रजिस्ट्री

No.

रजिस्ट्रार विभाग

2730

जिला

फुटकर शुल्क अदायगी की रसीद
(रसीद पुस्तक ख)

तारीख और महीना

4-8-2021

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

Arvind Kumar

प्राप्त हुई रकम का जोड़ और विवरण

ग्राम

रजिस्ट्री ऑफ़ रजिस्ट्रार, Gurugram

सीका नं.

1881.86

पुस्तक नं.

जिस्ट्री होने के तिथी

रजिस्ट्री

या इबारत जोरी के शब्दों की संख्या

स

फीस

10

फीस

फीस

फीस

हिफाजत

तलाश

अनुवाद

कमीशन

second party copy)

B Book Receipt for Non Registration Purpose

04-08-2021

No:8007

Sub Register Office :गुरुग्राम

Date :04-08-2021

Received with Thanks from Arbind Kumar Singh Adv Delhi Year 1997-2021 resident of Delhi sum
of rs twenty-five
on account of Inspection charges.

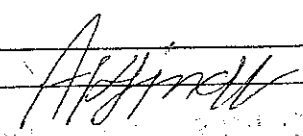
Rs.25

(Incharge)

रजिस्ट्रार
गुरुग्राम

extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.				
	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.	14.02.2011	Coveyace Deed	photocopy	

5.	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) b) i) Whether all the pages in the certified copies of title documents which are obtained directly from sub-Registrar office have been verified page by page with the original documents submitted ? c) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page number in the copy tally page by page with the original produced. (in case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Yes, certified copy of Conveyance Deed dated 14.02.2011 is obtained to Bank. Yes
6.	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? b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. 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?	Computerized record is available only at SR office and not on online portal. No No
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office? 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? c) Whether search has been made at all the offices	Sub Registrar -Gurugram, Haryana Sub Registrar -Gurugram, Haryana Yes,


 Sub Registrar
 Gurugram, Haryana

	named at (b) above?	
	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
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)	As per separate sheet Annexure- B ,Column -8 Minor's interest is not involved
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.)	Freehold rights
10.	If leasehold, whether;	N.A.
	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.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	the mortgagor is competent to create charge on such property,	N.A.
	whether 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;	Yes
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
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.	None

Arjun

SEARCHED
INDEXED
SERIALIZED
FILED
JAN 10 2019
JALPAIGURI
JALPAIGURI


14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N.A.
	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) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	d) 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.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	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.
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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage-able title thereon. (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. (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?	
	(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	N.A.

Asst. Secy.
Advocate
Sector 10, Gurgaon Court
110029

	testator is available?	
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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.
17.	(a) Whether the property is subject to any wakf rights?	NO.
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/ permissions, if any in respect of the 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.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(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 so 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.	
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.	N.A.
	(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?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes,
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, Coastal Zone Regulations, Environmental	No

Arjun
 Arjun K. S. 16/01/2024
 16/01/2024
 16/01/2024
 16/01/2024
 16/01/2024
 16/01/2024

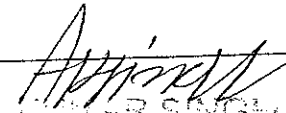
26.	<i>In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.</i>	N.A.
27.	(a) <i>Whether any POA is involved in the chain of title?</i>	No,
	(b) <i>Whether the POA involved is one coupled with interest, 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.</i>	N.A.
	(c) <i>In case the title document is executed by the POA holder, please clarify whether the POA involved is</i> (i) <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</i> (ii) <i>other type of POA (Common POA).</i>	N.A.
	(d) <i>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.</i>	N.A.,
	(e) <i>In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</i>	N.A.
	i. <i>Whether the original POA is verified and the title investigation is done on the basis of original POA?</i>	N.A.
	ii. <i>Whether the POA is a registered one?</i>	N.A.
	iii. <i>Whether the POA is a special or general one?</i>	N.A.
	iv. <i>Whether the POA contains a specific authority for execution of title document in question?</i>	N.A.
	(f) <i>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?)</i>	N.A.
	(g) <i>Please comment on the genuineness of POA?</i>	N.A.
	(h) <i>The unequivocal opinion on the enforceability and validity of the POA?</i>	N.A.
28.	<i>Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney</i>	No


 ADVOCATE
 CH. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 Section 10, District Court
 10/10/2018

30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof from the Society;	<i>The said property is already mortgaged with State Bank of India</i>
31.	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.	1992-2021
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Latest receipt of Property Tax, if any available with the company
33.	Urban land ceiling clearance, whether required and if so, details thereon. Whether No Objection Certificate under section 281 Income Tax Act is required/ obtained.	N.A. The Act provide that NOC of IT Department is to be obtained before creating charge on the immovable property, therefore it is advised that either NOC of Income Tax Department be taken or the affidavit/ undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the IT Department to the borrower (individual/company/ firm) before creating charge qua the property referred above, nor any attachment proceeding of IT Department are pending at present with respect to the property mortgaged with the bank.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N/A
35.	Whether the name of mortgagor is reflected as owner in therevenue/ Municipal/Village records?	N/A
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes, Yes Yes,
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Yes Yes N.A. Yes
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,	Please compare all boundaries measurement of all patches as specified in the valuation report.

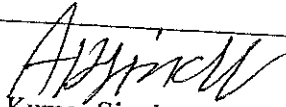
Attested
 Attested by: **ANIL KUMAR SINGH**
 Advocate
 State of Haryana
 District Court
 No. 1000/2019

	etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
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.)	Yes, Approved Sanctioned Building Plan.
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.	N/A
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes, <u>The Securitization and Reconstruction of Financial Assets And Enforcement of security Interest Act 2002 is applicable on the property in question.</u>
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.	N.A.
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.	Yes,
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	N.A.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. HPL Electric & Power Ltd.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 ? 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	N.A. N.A. N.A. N.A.


 ADVOCATE
 CHAIRMAN, CHAMBER
 HONORARY COURT
 10/10/2022 10:59

	<p>executed?</p> <p>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?</p>	
--	--	--

New Delhi.
Date: 04.08.2021


Arbind Kumar Singh
ARBIND ADVOCATE SINGH
Advocate
Court No. 12, District Court
Sector-16, DDA Office
Mob: 941079089

Annexure 'B' Column No. 8

Flow of Titles: -

HUDA allotted the Industrial Plot No.357Q, area measuring 6072 Sq. Meters, in Pace City-II, Sector-37, Gurugram, Haryana in favour of M/S. HPL Socomec Pvt. Ltd. by virtue of Allotment Letter dated 27.10.2009, Possession Certificate dated 07.01.2010.

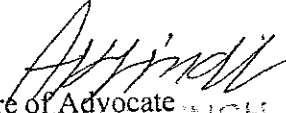
Thereafter HUDA executed Conveyance Deed the Industrial Plot No.357Q, area measuring 6072 Sq. Meters, in Pace City-II, Sector-37, Gurugram, Haryana in favour of M/S. HPL Socomec Pvt. Ltd. by virtue of Conveyance Deed registered as document No.31877, In Addl. Book No.I, Volume No.9753/832, on Pages 140/52-53, on dated 14.02.2011, registered in the office of SR-Gurugram, Haryana

Further M/s. HPL Protection Technologies Ltd. amalgamated with M/s. HPL Socomec Pvt. Ltd. vide Order dated 22.10.2008 of Company Petition No.175/2008 by Hon'ble High Court of Delhi. And further M/s. HPL Socomec Pvt. Ltd. changed its name to M/s. HPL Electric & Power (P) Ltd. vide Certificate of Incorporation dated 10.03.2010 duly issued by Registrar of Companies.

Thereafter M/s. HPL Electric & Power (P) Ltd. changed its name to M/s. HPL Electric & Power Ltd. vide Certificate of Incorporation dated 14.12.2015 duly issued by Registrar of Companies.

As such M/s. HPL Electric & Power Ltd. is the absolute owner of the said property.

Date: 04.08.2021


Signature of Advocate

Advocate
C-10, No. 351, Sector 37, Gurugram
Haryana
Phone: 98100 72308

ARBIND KUMAR SINGH

Advocate

Chamber No. 661 , Dwarka Courts, New Delhi.

E-Mail: advocatarbind@gmail.com

Mobile No: 9560223089

Ref No SBI-59/2021

Dated: 04.08.2021

ANNEXURE - C: CERTIFICATE OF THE TITLE DEEDS

1. I have examined the Certified copies of Original Title Deeds intended to be deposited relating to the schedule property/(ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Registered/ Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
 2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
 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 State Bank of India which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. 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 and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies 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 1992-2021 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property appears to be 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 .N.A.
- Minor/(s) and his/ their interest in the property/(ies) is to the extent of(Specify the share of the Minor with Name). N.A
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower M/s. HPL Electric & Power Ltd.

Arbind Singh
Advocate
Chamber No. 661, Dwarka Courts
New Delhi
Mobile No. 9560223089

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

INDUSTRIAL PLOT NO.357Q, AREA MEASURING 6072 SQ. METERS, IN PACE
CITY-II, SECTOR-37, GURUGRAM, HARYANA

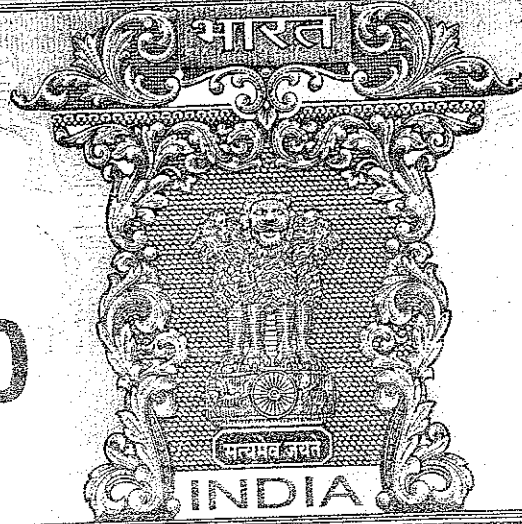
Signature of the Advocate

Arbind Kumar Singh

भारतीय गैर न्यायिक

दस
रुपये

रु. 10



TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

हरियाणा HARYANA

51AA 205152

CD No. :- 31877
Date :- 14-2-11

Attested
for Sub Registrar
Gurgaon

30 SEP 2021

8469

Arbind Kumar Singh and Co

SATISH KUMAR
Stamp Vendor
Distt. Court, Gurugram

30/09/2021

31877

12538
14/2/11

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT

Transaction Value	: Rs.	6,55,77,600—
Unit Land	:	
Stamp Duty	: Rs.	65,90,500—
Stamp No./Date	:	
Stamp Issued by	:	

Handwritten signature

Deputy Officer

Handwritten signature

Handwritten signature
Handwritten signature

Noted for
for Sub Registrar
Gurgaon

Page 1

30 SEP 2021

प्रलेख नः 31877

दिनांक 14/02/2011

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील	गुडगांवा
गांव/शहर	हुड्डा के सैक्टर

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 65,577,600.00 रुपये	स्टाम्प ड्यूटी की राशि 4,590,462.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
बी बुक न. 28690	राशि 30 रुपये

दिनांक 14/02/2011

यह प्रलेख आज दिनांक 14/02/2011 दिन सोमवार समय बजे श्री/श्रीमती/कुमारी EO HUDA पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GUrgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Indulha
उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री EO HUDA

Lalit Seth

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru- Lalit Seth क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C G Puri पुत्र/पुत्री/पत्नी श्री S T Goswami निवासी Gh-4 Meera Appts. Paschim Vihar Ndelhi व श्री/श्रीमती/कुमारी SC Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GGN ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 14/02/2011

Indulha
उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

This DEED OF CONVEYANCE made the 11th day of Feb. 2011,
between the HARYANA URBAN DEVELOPMENT AUTHORITY acting through
the ESTATE OFFICER (hereinafter called the Vendor) of the one part and

M/S HCL Electric & Power Co. Ltd.
Plot no. 357 & 358, Phase II, Sector 37
Gurgaon (Hr.)

(hereinafter called the transferee) of the **OTHER PART**.

WHERE AS the site hereinafter described and intended to be hereby, conveyed is owned
by the vendor in full proprietary rights ;

AND WHERE AS the vendor has sanctioned the sale of the said site to the transferee in
pursuance of his application dated. _____ made under Sub regulation (i) of
regulation 5 of Haryana Urban Development (Disposal of Land and Building) regulations
1978 (hereinafter referred to as the said rules/regulations): to be used as a site of
Commercial/Industrial/Residential Purpose in the urban area of Gurgaon.

AND WHERE AS the vendor has fixed the tentative price of the site at Rs. 6,55,77,600/-
(Rupees Six Crores fifty five Lacs seventy seven thousand
9 hundred only)

AND WHERE AS the vendor reserves the right to enhance the tentative price in the case
of land sold by allotment by the amount of additional price determined in accordance
with the said regulations.

AND WHERE AS the transferee has paid the tentative sale price and agrees to pay the
additional price in manner hereinafter appearing.

NOW, THEREFORE, this deed witnesseth that for the purpose of carrying into affect
the said sale and in consideration of the covenants of the transferee hereinafter contained
and the said sum of Rs. 6,55,77,600/- (Rupees Six Crores fifty five Lacs seventy
seven thousand 9 hundred only) by the transferee and the undertaking
of the transferee to pay the additional price ; if any, determined to be paid by the
transferee, with in a period of Thirty days of the date of demand made in this behalf by
the Estate Officer without interest or in such number of installments with interest as may

[Signature]
Estate Officer
HUDA Gurgaon

[Signature]
[Signature]

Attested
for Sub Registrar
Gurgaon

Page 2

30 SEP 2021

Reg. No.
31877

Reg. Year
2010-2011

Book No.
1



क्रेता



गवाह

विक्रेता

EO HUDA

क्रेता

Thru- Lalit Seth

गवाह 1:- C G Puri

गवाह 2:- SC Arora

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31,877 आज दिनांक 14/02/2011 को बही न: 1 जिल्द न: 9, पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 14/02/2011

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

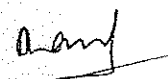
be determined by the Chief Administrator, the vendor hereby grants and conveys up to the transferee all the pieces and parcel of Site/Plot No. 3572 Sector 37-III area in Sq. Mtrs. 6072 (Sq. Yrds.) and more particularly described in the plan filled in the Office of Estate Officer and signed by the Estate Officer aforesaid and dated the day of (hereinafter called the said site).

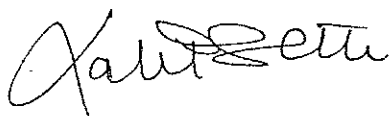
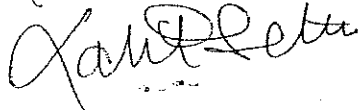
To have and to hold the same upto and to the use of the transferee subject to the exceptions, reservation, conditions and covenants hereinafter contained and each of them is to say :-

- (1) The transferee shall have the right of possession and enjoyment so long as he pays the additional price, if any, determined by the vendor within a period fixed as aforesaid and otherwise conforms to the terms and conditions of sale.
- (2) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of Lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time.
- (3) The vendor reserves to himself all mines and minerals what so ever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the vendor shall think fit with power to carry out any surface or any underground working and to let down the surface or all or any part of said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

Provided that the transferee shall be entitled to receive from the vendor such payment for occupation by him for the surface and for the damage done to the surface or buildings on the said site by such working or letting down as may be agreed upon between the vendor and transferee or failing which, on such agreement, as ascertained by reference to arbitration.

- (4) The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.


Estate Officer
HUDA Gurgaon

Accepted
for the Registrar
Gurgaon

Page 3

30 SEP 2021

- (5) The transferee shall have to complete the construction within two years from the date of offer or possession on the said land, in accordance with the relevant rules/regulations.

Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reason beyond the control of the transferee.

- (6) The transferee shall not erect any building or make any addition alteration without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.
- (7) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after twenty four hour's notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed by him under these presents.
- (8) The vendor shall have full rights, power and authority at all times to do through officers and servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation herein contained and to cover from transferee as first charge upon the said site the cost of doing any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
- (9) The transferee shall not use the said site for any purpose other than that for which it has been allotted, nor shall use the building constructed on it for a purpose other than for which it has been constructed except in accordance with the rules/regulations made under the Haryana Urban Development Authority Act 1977 (hereinafter referred to as the act)
- (10) The transferee shall accept and obey all rules and regulations made or issued under the Act.
- (11) In the event of non payment of additional price with in the fixed period by transferee, or in the event of breach of any other condition of sale, the Estate Officer may impose a penalty or resume the land, or both, in accordance with provision of the Act and the rules/regulations made there under. In the event of resumption it shall be lawful for Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the transferee shall not be entitled to refund of the sale price or any part thereof or to any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.

Kant Sethi
Kant Sethi

Mani
Estate Officer
HUDA Gurgaon

Noted
for Sub Registrar
Gurgaon

Page 4

30 SEP 2021

- (12) All the disputes and differences arising out of or in any way touching or concern this deed whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a government servant or an officer of the authority that he had to deal with the matter to which this deed relates and that in the course of his duties as such government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference, the decision of such arbitrator shall be final and binding on the parties to this deed.

If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided out or otherwise, the vendor will secure the transferee full and peaceful enjoyment of right and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context :-

- (a) The expression 'Chief Administrator' shall mean the Chief Administrator of the authority as defined in Clause (e) of section 2 of the Act.
- (b) The expression 'Estate Officer' shall mean a person appointed by the authority under Clause (d) of Section 2 of the Act to perform the functions of Estate Officer under the Act in One or more than One Urban Area.
- (c) The expression vendor used in presents shall include in addition to the Haryana Urban Development Authority and in relations to any matter or any thing contained in or arising out of these presents every person duly authorized to act or to represent the Haryana Urban Development Authority in respect of such matter of thing.
- (d) The expression 'Transferee' used in these presents shall include the said _____

(transferee) their lawful heirs, successors, representatives, lessees and any person or persons in occupation of the said land or building erected thereon with the permission of the Estate Officer.

Handwritten signatures:
Jai Prakash
Jai Prakash

Handwritten signature:
HUDA Gurgaon

Handwritten signature:
for the Registrar
Gurgaon

30 SEP 2021

In witness where the parties here to have hereunder respectively subscribed their names and the places and on the date hereinafter in each case specified.

Signed by the said _____ at Gurgaon on
the _____ day of _____ in the presence of.

Witnesses :

1. Name : Deepak Singhal
Residence : H.No. 3675-B, Naray Colony
Tri Nagar, Delhi-35
Occupation : Service
2. Name : C. G. Puri
Residence : CHAY/39 Meerapuri
Paschim Vihar New Delhi
Occupation : Service

[Signature]
(Transferee)

(Signature)

(Signature)

Signed for and on behalf of the Haryana Urban Development Authority and setting
under his authority.

at Gurgaon the _____ day of _____

in the presence of witness :

(Estate Officer)

[Signature]
Estate Officer
HUDA Gurgaon

1. Name : Subhash Chander
Residence : of ED HUDA
Occupation : Service
2. Name : Sh. Umender Singh
Residence : of ED HUDA
Occupation : Service

(Signature)

(Signature)

[Signature]
Subhash Chandra Arora
Advocate
New Court Gurgaon

[Signature]
[Signature]

Attested
for the Registrar
Gurgaon

30 SEP 2021 Page 6

