ARBIND KUMAR SINGH

Advocate

Chamber No. 661 Dwarka Courts, New Delhi. E-Mail: advocatearbind@gmail.com Mobile No. 9560223089

Ref No SBI-62/2021

Dated: 28.09, 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)

I	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
Attion of management of the control	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.	Land bearing Khewat No.5, Khatoni No.6, Murabba No.73, Killa No.21 (8-0), 22/1 (7 Kanal 12 Marla), Murabba No.74, Killa No.25/1 (7-0), 27 (0-10), Murabba No.77, Killa No.2 (0-17), 3 (7-11), 4 (7-11), 5 (7-11), 6 (8-0), 7 (8-0), 8 (8-0), 9 (1-12), 13/2 (1-8), 14/1 (3-12), Murabba No.78, Killa No.1 (8-0), 2/1(7-12), 8 (8-0), 9/2 (7-12), 10 (8-0) Total Kitta 19, area measuring 116 Kanal 8 Marla (14.55 Acres Approx.), situated at Village Basdhara, Tehsil Gharaunda, District Karnal, Haryana.
	(a) Survey No.	N.A.
	(b) Door/House no. (in case of house property)	N.A.
	(c) Extent/ area including plinth/ built up area in case of house property	Area measuring 116 Kanal 8 Marla
Adequie	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Situated at Village Basdhara, Tehsil Gharaurala, District Karnal, Haryana.

ARBIND KUMAR SINGH Ed. No.D-Cl S Advocate Ch. N. 361 Lawer's Cham' or Scalor-19, Dwarka Court May 22 0223089

1518/I.G.R.-H.G.P., Knl. फार्भ संख्या 3 रजिल्ही Sub Registrar फुटकर मुल्ल को GHD की रहीत (रखीव पुस्तक ख) तारीच और भहीन अदा करने वाल व्यक्ति का नाम, पिता का नाम श्रोर निवाल स्थान ग के विधकारी के हस्ताक्षर वसीका नं 0..... 97 रजिल्द्री होने की मिति फीस फीस फीस फीस फीस कमीशन

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4.	a)P	articulars of	the documents	sc	rutinized-seri	ially	
	and chronologically.						
	(a) Nature of documents verified and as to whether						
	they are originals or certified copies or registration						
		acts duly certif		-	originals or		
	1		from the registe	erin	g/land/ reveni	ue/	
	oth	er authorities be			lo : : : tr		T
		Date	Name/ Nature	OT		1	In case of copies, whether the
			the Document		certified cop	•	original was scrutinized by the
ĺ			:		The state of the s		Advocate.
	ł				photocopy, e	ec.	
-	1.	06.11.2008	Sale Deed		photocopy		·
	ł	1		12/2			
		-					
-							
5.	Wh	ether certified o	copy of all title of	loci	uments are		s, certified copy of sale Deed dated
ŀ			elevant sub-reg			06.	11.2008 is obtained to Bank.
			documents mad				T. C.
	the proposed mortgagor? (Please also enclose all						and the state of t
	such certified copies and relevant fee receipts)					vi nementali di seriesa di series	
-	b) i) Whether all the pages in the certified copies of Ye					S	
	title documents which are obtained directly from						
	sub-Registrar office have been verified page by					i.	
	page with the original documents submitted?					and the second s	
	c) ii) Where the certified copies of the title					The state of the s	
	documents are not available, the copy provided					,	
	should be compared with the original to ascertain						
	whether the total page number in the copy tally						THE PROPERTY OF THE PROPERTY O
	page by page with the original produced.						er manager
	(in case originals title deed is not produced for						
	comparing with the certified or ordinary copies should be handled more diligently & cautiously).						et e e e e e e e e e e e e e e e e e e
-						Cor	mputerized record is available only
6.						SR office and not on online portal.	
	question are available for verification through any						
	online portal or computer system?					No	
	Off Stell office Compared Toolide at a little of the					1,40	
	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 f so whether such verification was made?						
7.	anu D	roperty offered	as security falls	Wi	thin the	Sul	o Registrar – Gharaunda , Haryana
/.	li.	sdiction of whi	ch sub-registrar	off	ice?		- ,
	1,4.1	Daiotion or min		14. 14.			
	b)V	Whether it is pos	ssible to have re	gist	ration of		Begistrar - Gharaunda, Haryana
	doc	ruments in respo	ect of the proper	ty i	n question, at	<u></u>	1124mv4/
•			1				JMAR SINGH

ARBIND KUMAR SINGH Enri, No.D-5054-06 Advocate Ch. No.661 Lawer's Chamber Sector-10, Dwarka Court Mcb., 3560223089

	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	Yes,
	named at (b) above?	
		No
	d)Whether the searches in the offices of registering	1110
	authorities or any other records reveal registration	
	of multiple title documents in respect of the	
	property in question? Chain of title tracing the title from the oldest title	As per separate sheet
},	deed to the latest title deed establishing title of the	Annexure- B, Column -8
	deed to the fatest title deed establishing title of the	Timexare by Coramin o
	property in question from the predecessors in title/interest to the current title holder. And	·
		Minor's interest is not involved
	wherever Minor's interest or other clog on title is	Williof Stifferest is not involved
	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)	
),	Nature of Title of the intended Mortgagor over the	Freehold rights
•	Property (whether full ownership rights, Leasehold	•
	Rights, Occupancy/ Possessory Rights or Inam	*
	Holder or Govt. Grantee/Allottee etc.)	
10.	If leasehold, whether;	N.A.
	a)lease Deed is duly stamped and registered	N.A.
	b)lessee is permitted to mortgage the Leasehold	N.A.
	right,	
	c)duration of the Lease/unexpired period of lease.	N.A.
	ejuditation of the Bease, and the proof parties	
	d)if, a sub-lease, check the lease deed in favour of	N A
	d)11, a sub-lease, check the lease deed in lavour or	11111
	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	114.74
	nature thereof. If Govt. grant/ allotment/Lease-cum/Sale	N.A.
11.	A consent whether:	
	Agreement, whether; grant/ agreement etc. provides for alienable rights	N.A.
	grant/ agreement etc. provides for anchable rights	
	to the mortgagor with or without conditions,	N.A.
	the mortgagor is competent to create charge on	IV.A.
	such property,	132.4
	whether any permission from Govt. or any other	N.A.
	authority is required for creation of mortgage and	
	if so whether such valid permission is available.	
12.	If occupancy right, whether;	Yes
	a)Such right is heritable and transferable,	Yes
	, , , , , , , , , , , , , , , , , , ,	1
	b)Mortgage can be created.	Yes / 121
	Nature of Minor's interest, if any and if so, whethe	1 MANYVIII

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Ch. No.661 Lawer's Chambor
Sector-10, Dwarka Court
JMabil 2000223069

	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.	
14.	If the property has been transferred by way of	N.A.
	Gift/Settlement Deed, whether:	;
	a) The Gift/Settlement Deed is duly stamped and	N.A.
	registered;	
	b) The Gift/Settlement Deed has been attested by	N.A.
	two witnesses;	
	c) The Gift/Settlement Deed transfers the property	N.A.
	to Donee;	
	d) Whether the Donee has accepted the gift by	N.A.
	signing the Gift/Settlement Deed or by a separated	
	writing or by implication or by actions;	
	e) Whether there is any restriction on the Donor in	N.A.
	executing the gift/settlement deed in question;	
	f) Whether the Donee is in possession of the gifted	N.A.
	property;	
	g) Whether any life interest is reserved for the	N.A.
	Donor or any other person and whether there is a	177.21.
	need for any other person to join the creation of	
	mortgage;	NA
	h) Any other aspect affecting the validity of the title	IV.A.
	passed through the gift/settlement deed. (a) In case of partition/family settlement deeds,	N 4
<i>15</i> .	(a) In case of partition/family settlement deeds, whether theoriginal deed is available for	11.71.
	deposit. If not themodality/procedure to be	
	followed to create a valid andenforceable	
	mortgage.	
	(b) Whether mutation has been effected and	
	whether themortgagor is in possession and	
	enjoyment of his share.	+
	7 7 7 7	
	and themortgagor has acquired a mortgage-able	
	title thereon.	
	(d) In respect of partition by a decree of court,	
	whether suchdecree has become final and all other	
ļ	conditions/ formalities arecompleted/ complied	
	with.	
	(e) Whether any of the documents in question	
	are executed in counterparts or in more than one	
İ	set? If so, additional precautions to be taken for	
1.	avoiding multiple mortgages? Whether the title documents include any	No.
<i>16</i> .		17.0.
-	testamentary documents /wills?	4
	(a) In case of wills, whether the will is registered	•
	will or unregistered will?	27.4
	(b) Whether will in the matter needs a mandatory	/ IV.A.
	probate and if so whether the same is probated by	1.23.11
1	a competent court?	11/WW/1/
1	(c) Whether the property is mutated on the basis	101100

Enri. No.D-508A/06 Advocate Ch. No.661 Lewer's Chamber Sector-16, Dwarka Court McD.: 0000223089

7	of will?	
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
Ļ		N.A.
	(f) What are the circumstances ana/or documents to establish the will in question is the	·
	last and final will of the testator?	,
	(Comments on the circumstances such as the	
	(Comments on the circumstances such as the	
ĺ	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.)	NO.
	(a) Whether the property is subject to any wakf rights?	
	(b) Whether the property belongs to church/temple	N.A.
	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	N.A.
	the above cases for creation of mortgage?	
	(a) Where the property is a HUF/joint family	N.A.
	property, mortgage is created for family	
	benefit/legal necessity, whether the Major	
	Congreeners have no objection/join in execution,	
	minor's share if any rights of female members etc.	
	(b) Please also comment on any other aspect whice	$n _{N.A.}$
	may adversely affect the validity of security in such	h
	0,0000?	
	(a) Whether the property belongs to any trust or is	No.
	subject to the rights of any trust!	
	(b) Whether the trust is a private or public trust	N.A.
	and whether trust deed specifically authorizes the	
	mortgage of the property?	77.4
	(c) If so additional precautions/permissions to be	N.A.
	obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage	
	as per the central/state laws applicable to the trus	St .
	the matter	
	(a) If the property is Agricultural land, whether the	he N.A.
	local laws permit mortgage of Agricultural land	
	and whether there are any restrictions for	
	- in forcement of mortgage.	
	dy to age of agricultural property other relevant	N.A.
	I a sound a documents as per local laws, if any are is	0
	be verified to ensure the validity of the title unit	
	wight to enforce the mortgage!	1 Yes.
	(a) In the case of conversion of Agricultural land	i les.
	for commercial purposes or otherwise, whether	
	providite procedure followed/permission obtaine	in Junet
	Whether the property is affected by any local lay	ARBIND KUMAR SINGH

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	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,	
22	etc.),	The December is set California
<i>22</i> .	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	The Property is not Subject to any pending land acquisition.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Borrower/Mortgager to file an affidavit in respect of the above said property that no litigation is pending in any court of law in any part of India
	(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	The Title Deeds/ Documents do not have any court question.
	on such seal/marking.	
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is	N.A.
	properly registered.	
	(b) Property belonging to partners, whether	N.A.
	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	/V.A.
25.	behalf of the firm. Whether the property belongs to a Limited	Yes, the property belongs to Limited company.
23.	Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar	
	(ROC); Articles of Association /provision for	
	common seal etc. 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	
	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)?	
٠	company (purchaser): iii) Whether the above search of charges reveals any prior charges/encumbrances; on the property (proposed to be mortgaged) created by the vendor	No Airjinell
	company (seller)? Yes/No	ARBIND KÚMÁR SINGH
		Ch. No.301 Lawer's Chambor

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	iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been		
	satisfied? Yes/No		•
	Satisfied . You're		
			÷
	In case of Societies, Association, the required	N.A.	
	authority/power to borrower and whether the		•
	mortgage can be created, and the requisite		•
	resolutions, bye-laws.	37.	
•	(a) Whether any POA is involved in the chain of title?	No,	
		N.A.	
	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	ļ	
	as such is irrevocable as per law.	1	
	(c) In case the title document is executed by the	N.A.	
	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).		
	(d) In case of Builder's POA, whether a certified	N.A.,	
	copy of POA is available and the same has been		
	verified/compared with the original POA.		
	(e) In case of Common POA (i.e. POA other than	N.A.	
	Builder's POA), please clarify the following		
	clauses in respect of POA.		
	• • • • • • • • • • • • • • • • • • • •	N.A.	-
	i. Whether the original POA is verified and the	11.73.	
	titleinvestigation is done on the basis of original		•
	POA?		
	ii. Whether the POA is a registered one?	N.A.	
	II. Whether the Corridor 199		
	iii. Whether the POA is a special or general one?	N.A.	·
			-
	iv. Whether the POA contains a specific authority	N.A.	
	forexecution of title document in question?		
	(f) Whether the POA was in force and not	N.A.	
	revoked or had become invalid on the date of		,
	execution of the document in question? (Please	1	
	clarify whether the same has been ascertained		/ Minds
	from the office of sub-registrar also?)		11/1/10/1/
	(g) Please comment on the genuineness of POA	? N.A.	ARBIND KUMAR SIN
		N.A.	Enrl. No.D-505A/06 Advo
	(h) The unequivocal opinion on the	114.11.	Ch. No.661 Lawer's Cham Sector-10, Dwarka Cou

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	· · · · · · · · · · · · · · · · · · ·	
	enforceability and validity of the POA?	
28.	Whether mortgage is being created by a POA	No
	holder, check genuineness of the Power of Attorney	v)
	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.	
29.	If the property is a flat/apartment or	Industrial Property
47.	residential/commercial complex, check and	midustrial i topolity
	comment on the following:	
	(a)Promoter's/Land owner's title to the land/	N.A.
•	building;	
	(b)Development Agreement/Power of Attorney;	N.A.
	(0)20.000	
	(c)Extent of authority of the Developer/builder;	N.A.
	(d)Independent title verification of the Land and/or	N.A.
	building inquestion;	
		•
	(e)Agreement for sale (duly registered);	N.A.
	(f)Payment of proper stamp-duty;	N.A.
	(g)Requirement of registration of sale	N.A.
	agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of	N.A.
	appropriate/localauthority, etc.;	
	(i)Conveyance in favour of Society/	N.A.
	Condominiumconcerned;	
		D.T. A
	(j) Occupancy Certificate/allotment	N.A.
	letter/letter of possession;	N. A.
		N.A.
	(k) Membership details in the Society etc.;	
	(l) Share Certificates;	N.A.
	(m)No Objection Lett.	N.A.
	(n) All legal requirements under the	IN.A.
	local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations,	
	Development Control Regulations, Co-operative	
	Societies' Laws etc.;	
	Societies David State	
	(o) Requirements, for noting the Bank charges on	N.A.
	the records of the Housing Society, if any;	۱ ا
		1 / Wind /
	(p) If the property is al vacant land and	N.A. APJYTEUU
	construction is yet to be made, approval of lay-out	ARBIND KUMAR SING
	and other precautions, if any	Enrl. No.D-505A/06 Advocat
	und Onive productions, it was	Ch. No.661 Lawer's Chamber
L		Sector-10, Owarka Court

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whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof from the Society; 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. Details regarding property tax or land revenue or	The said property is already mortgaged with State Bank of India 1992-2021
plan, agreement plan, etc. 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; 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. Details regarding property tax or land revenue or	State Bank of India
whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof from the Society; 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. Details regarding property tax or land revenue or	State Bank of India
Local authorities or Third Party claims, Liens etc. and details thereof from the Society; 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. Details regarding property tax or land revenue or	
and details thereof from the Society; 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. Details regarding property tax or land revenue or	1992-2021
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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. Details regarding property tax or land revenue or	1992-2021
Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any. Details regarding property tax or land revenue or	
favour the encumbrance is created and if so, satisfaction of charge, if any. Details regarding property tax or land revenue or	
satisfaction of charge, if any. Details regarding property tax or land revenue or	
Details regarding property tax or land revenue or	
1 D V (Latest receipt of Property Tax, if any
other statutory dues paid/payable as on date and if	available with the company
not paid, what remedy?	• •
Urban land ceiling clearance, whether required and	N.A.
11 SO, details thereon.	
Whether No Objection Certificate under section	The Act provide that NOC of IT
281 Income Tax Act is required/ obtained.	Department is to be obtained before
1 - 1	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 attachmen
	proceeding of IT Department are
;	pending at present with respect to the
	property mortgaged with the bank.
Details of RTC extracts/mutation extracts/ Katha	N/A
Whether the name of mortgagor is reflected as	N/A
owner in therevenue/ Municipal/Village records?	
(a) Whether the property offered as security is	Yes,
alcorded ampropried?	
A A Albert on the demorgation / partition of the	Yes
(b) Whether the demarcation partition of the	7
property islegativation	Yes,
(c) Whether the property has clear access as	103, 7
perdocuments?	
La identified from the	
Whether the property can be identified from the	
10110Wingaocuments, and discrepancy/dodottal	
circumstances, it anyteveated on sach serainy.	Yes
(a) Document in relation to water connection:	Yes
(a) Decument in relation to Sales Tax Registration.	1
(c) Document in tention to pure 1 my registration	
III anyappiicatie,	Yes
(a) Other unity onto, it any.	Please compare all boundarie
	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question. Whether the name of mortgagor is reflected as owner in therevenue/ Municipal/Village records? (a) Whether the property offered as security is clearlydemarcated? (b) Whether the demarcation/ partition of the property islegallyvalid? (c) Whether the property can be identified from the followingdocuments, and discrepancy/doubtful circumstances, if anyrevealed 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 anyapplicable; (d) Other utility bills, if any. In respect of the boundaries of the property.

ARBIND KUMAR SINGH Enrl. No.D-505A/06 Advocate Ch. No.661 Lawer's Chamber Sector-10. Dwarka Court Ivlou... 5360223089

	the title documents or any other	measurement of all patches as specified in the valuation report.
	documents (such as valuation report, utility bills, etc.) or theactual current boundary? If so please elaborate/ comment on thesame.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description	Yes, Approved Sanctioned Building Plan.
	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.)	
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, The Securitization and Reconstruction of Financial Assets And Enforcement of security
	· · · · · · · · · · · · · · · · · · ·	Interest Act 2002 is applicable on the property in question.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a	N.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.	
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	Yes,
	cases.	
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
<u> </u> 		
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of	N.A.
	security.	
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,	N.A. Ayjirdl
	2016? Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of	ARBIND KUMAR SINGH
		Enrl. No.D-505A/06 Advocate

Enrl. No.D-505A/06 Advocate
Ch. No.661 Lawer's Chamber
Sector-10, Dwarka Court
Mob.: 9560223089

such registration are to be furnished,
Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?
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?

N.A.

N.A.

New Delhi. Date: 28.08.2021 Arbind Kumar Singh
ARBIND KUMAR SINGH

Enri. No.D-505A/06 Advocate Oh. No.661 Lawer's Chamber Sector-10, Dwarka Court Mob.: 5560223089 Flow of Titles: -

Sh. Malkhan Singh, Sh. Jaswant Singh & Sh. Jasmer Singh were the owners of Land bearing Khewat No.5, Khatoni No.6, Murabba No.73, Killa No.21 (8-0), 22/1 (7 Kanal 12 Marla), Murabba No.74, Killa No.25/1 (7-0), 27 (0-10), Murabba No.77, Killa No.2 (0-17), 3 (7-11), 4 (7-11), 5 (7-11), 6 (8-0), 7 (8-0), 8 (8-0), 9 (1-12), 13/2 (1-8), 14/1 (3-12), Murabba No.78, Killa No.1 (8-0), 2/1(7-12), 8 (8-0), 9/2 (7-12), 10 (8-0) Total Kitta 19, area measuring 116 Kanal 8 Marla (14.55 Acres Approx.), situated at Village Basdhara, Tehsil Gharaunda, District Karnal, Haryana by virtue of revenue records maintained by the office of Tehsildar Gharaunda, District Karnal Haryana

Thereafter Sh. Malkhan Singh, Sh. Jaswant Singh & Sh. Jasmer Singh sold & transferred the said land / property to M/s. HPL Socomec Pvt. Ltd. by virtue of Sale Deed registered as document No.1444, In Addl. Book No.I, Volume No.76/1316, on Pages 42/89-90, on dated 06.11.2008, registered in the office of SR-Gharaunda, Haryana.

And further M/s. HPL Socomec Pvt. Ltd. got mutated the said property in their name and also got converted the said land from agriculture to Commercial / Industrial vide Letter of Change of Land Use duly issued by Directorate Town & Country Planning, Haryana for setting up Industry and further also obtained Occupancy Certificate.

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: 28.09.2021

ARBENDING MARCER Entitle ひこうしが6 CNoNo.661 Lawer's Chamber Schor-10, Dwarka Court

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ARBIND KUMAR SINGH

Advocate

Chamber No. 661, Dwarka Courts, New Delhi. E-Mail:advocatearbind@gmaiil.com Mobile No. 9560223089

Ref No SBI-62/2021

Dated: 28.09.2021

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 seenfrom 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 KUMAR SINGH Enrl. No.D.E.C. Ch. No.661 Lagor's Chamber Sector-10, Dwarka Court

Mob.: 9560223089

- 8. I certify that M/s. HPL Electric & Power Ltd. have anabsolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above certified copies of 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.
- If Bank created Mortgage on said property by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.
- 1. Jamabandi / Khata / Khatoni showing the ownership of Sh. Malkhan Singh, Sh. Jaswant Singh & Sh. Jasmer Singh.
- Original Sale Deed registered as document No.1444, In Addl. Book No.I, Volume No.76/1316, on Pages 42/89-90, on dated 06.11.2008, registered in the office of SR-Gharaunda, Haryana duly executed by Sh. Malkhan Singh, Sh. Jaswant Singh & Sh. Jasmer Singh in favour of M/s. HPL Socomec Pvt. Ltd.
- 3. Mutation of the said property in favour of M/s. HPL Socomec Pvt. Ltd.
- 4. Letter of Change of Land Use duly issued by Directorate Town & Country Planning, Haryana in favour of M/s. HPL Socomec Pvt. Ltd.
- 5. Jamabandi / Khata / Khatoni showing the ownership of M/s. HPL Socomec Pvt. Ltd.
- 6. Occupancy Certificate in favour of M/s. HPL Socomec Pvt. Ltd.
- 7. Copy of Order dated 22.10.2008 of Petition No.175/2008 by Hon'ble High Court of Delhi.
- 8. Certificate of Incorporation dated 10.03.2010 duly issued by Registrar of Companies in the name of M/s. HPL Electric & Power (P) Ltd.
- 9. Certificate of Incorporation dated 14.12.2015 duly issued by Registrar of Companies in the name of M/s. HPL Electric & Power Ltd.
- 10. Affidavit from the mortgagors that the above property is free from all encumbrances and defects of the title and that they has not created any other charge or lien on the said Property in favour of any other person or persons in any manner whatsoever.

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

SCHEDULE OF THE PROPERTY (IES):

LAND BEARING KHEWAT NO.5, KHATONI NO.6, MURABBA NO.73, KILLA NO.21 (8-0), 22/1 (7 KANAL 12 MARLA), MURABBA NO.74, KILLA NO.25/1 (7-0), 27 (0-10), MURABBA NO.77, KILLA NO.2 (0-17), 3 (7-11), 4 (7-11), 5 (7-11), 6 (8-0), 7 (8-0), 8 (8-0), 9 (1-12), 13/2 (1-8), 14/1 (3-12), MURABBA NO.78, KILLA NO.1 (8-0), 2/1(7-12), 8 (8-0), 9/2 (7-12), 10 (8-0), TOTAL KITTA 19, AREA MEASURING 116 KANAL 8 MARLA (14.55 ACRES APPROX.), SITUATED AT VILLAGE BASDHARA, TEHSIL GHARAUNDA, DISTRICT KARNAL, HARYANA

Date: 28.09.2021

Signature of the Advocate

ARBANDINKUMAR SINGH

Enri No.D-501 Cr. No.86

Advocate Lis Chamber

Sector-10, **Dwarka** Court Mcb.: **95602230**89 .



हरियाणा HARYANA

- एक व्यक्ति संस्था अप्राद्ध कि . 11. 2008 माण व्यक्त कर्ण
Sub-Registrar

- अभिक्ति unda (Kr.

- 25/08/2021

RIP

1444

Sale Deed/ Malkhan; Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

Page 1 of 193

SALE DEED

Sale deed for the sum of Rs. 9,16,65,000.00
Stamp duty @ 5% i.e. Rs. 45,83,250.00
Page of Stamp: Rs. 25,000/180; Rs. 20,000/4; Rs. 500/6; Rs. 100/2; Rs. 50/1.
Paid through number of stamp papers 193 Dtd.03/11/2008 issued by
Treasury Office, Gharaunda Distt. Karnal, Haryana.
Village Basdhara.

This sale deed is executed at Gharaunda, Distt. Karnal, Haryana on Thursday, the 6th of November, 2008 by (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh, all sons of Shri Rulia Ram alias Jee Ram s/o Shri Kalu Ram, R/o Basdhara, Tehsil Gharaunda, District Karnal (hereinafter called the VENDORS / FIRST PARTY).

In favour of

HPL Socomec Pvt. Ltd., having its registered office at 1/21, Asaf Ali Road, New Delhi-110002 through its Managing Director Sh. Lalit Seth, s/o Late Inder Narain Seth, R/o 35, Sunder Nagar, New Delhi (hereinafter called the VENDEE / SECOND PARTY).

x midinta

Attester

Sub-Registrar

डीड का नाम SALE OUTSIDE MC AREA			
हसील/सब-तहसील घरोन्डा	गांव/शहर	वस्ताडा	स्थित शेष काश्ता भूमि
	भवन	का विवरण	
	भूमि	का विवरण	
IN			14 Acre 4 Kanal 8 Marla
ाही	धन	सबंधी विवरण	
- 01 ((5 000 00 suz)			स्टाम्प डयूटी की राशि 4,583,250.00 रुप
प्तरि 91,665,000.00 रुपये रजिस्ट्रेशन फीस की पारि 15,000.00 रुप ^{रे}	Ť		पेस्टिंग शुल्क 3.00 रुपये

Drafted By: इन्द्रजीत माटा

यह प्रलेख आज दिनॉक 06/11/2008 दिन गुरूवार समय वजे श्री/श्रीमती/कुमारी जसमेर सिंह ुपुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी क्षेतवा राम उर्फ निवासी वसताडा द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

aly , , R.

श्री जसमेर सिंह, मलखान सिंह, जसवन्त सिंह

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी लिल्त सेठ निरंशक क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी तेलुरम नम्बदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बसताडा व श्री/श्रीमती/कुमारी नरेन्द्र रिव्ह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी हिंकी नरेला ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान काता है।

বিনাঁক 06/11/2008

उप/सयुँकत पँजीयन अधिकारी

उप / सयुँकत पॅजीयन अधिकारी

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The Expression of VENDORS / FIRST PARTY and VENDEE / SECOND PARTY shall mean and include the parties, their legal heirs, successors, executors, representatives, attorneys, transferee (s), beneficiary (ies), legatee(s), probate(s), nominees and assignees etc. etc.

WHEREAS (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh are the co-owners having equal shares and in peaceful possession of the land measuring 116 Kanal, 8 Marla (i.e. 14.55 acres - approximately), bearing Khewat No. 5, Khatni no. 6, Murabba No. 73, Killa No. 21 (8 - 0), 22/1 (7 kanal 12 marla), Murabba No. 74 Killa No. 25/1-(7-0), 27 (0 - 10), Murabba No. 77 Killa No.2 (0-17), 3(7-11), 4(7-11), 5(7-11), 6(8-0), 7(8-0), 8(8-0), 9(1-12), 13/2(1-8), 14/1(3-12), Murabba No. 78, Killa No. 1(8-0), 2/1(7-12), 8(8-0), 9/2(7-12), 10(8-0), total kitta 19, land measuring 116 Kanal, 8 merla vide Zambandi Register for the Year 2001-02 and also described under Mutation no. 1424, situated at Village Basdhara, Tehsil Gharaunda, District Karnal (hereinafter called the land / property).

The land is surrounded as under:

North - Passage and Land of M/s Haldiram.

Routh - Land of Mr. Rajinder Prasad Jain.

Last - Land of Mr. Ram Singh.

West - National Highway No. 1 (G. T. K. Road).

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl Gharaunda/06112008

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AND WHEREAS in the manner aforesaid, the VENDORS / FIRST PARTY herein the sole, absolute and exclusive owners of the said property, which is the exclusive property of the VENDORS / FIRST PARTY and the VENDORS / FIRST PARTY have full right, absolute authority to sell, dispose off and transfer the same in whole and none else except the VENDORS / FIRST PARTY has any right, title or interest in the same.

The VENDORS / FIRST PARTY (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh, who are co-owners of the above mentioned land, inherited this land from their father Sh. Rulia Ram, the proof of their ownership as described vide Mutation No. 1424 in the Register Intikal / Mutation and vide Zambandi Register for the Year 2001-02 maintained by the Distt. Tehsil Office Copy of Intikal Register and Zambandi Register as document no.... A)

AND WHEREAS the VENDORS / FIRST PARTY for their bonafide needs and requirements of their family, legal necessities and welfare of their children / family have agreed to sell, convey, transfer and assign to the VENDEE / **SECOND PARTY and the VENDEE / SECOND PARTY has agreed to purchase** the said land / property with all rights of easements, patent or latent, including lights of way and access enjoyed and reputed to be enjoyed in respect of the sald property together with all rights in electricity. lubewells, (bearing numbers N2297 and N2169) constructed rooms, trees,

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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plantation, fittings, fixtures, compound/boundary walls etc, structure standing thereon with all rights of ownership and possession.

AND WHEREAS the VENDORS / FIRST PARTY in sound disposing mind, without undue influence, coercion or fraud, and for legal requirements and necessities has sold and transferred the above mentioned all land to the VENDEE / SECOND PARTY, at the rate of Rs. 63,00,000/- (Rs. Sixty Three Lacs Only), per acre totaling to Rs. 9,16,65,000/- (Rupees Nine Crores Sixteen Lacs Sixty Five Thousand only) which the VENDEE / SECOND PARTY has purchased the same at the above mentioned total sale consideration.

NOW THIS DEED WITNESSTH AS UNDER:-

The Expression of VENDORS / FIRST PARTY and VENDEE / SECOND PARTY shall mean and include the parties, their legal heirs, successors, executors, representatives, attorneys, transferee (s), beneficiary (ies), legatee(s), probate(s), nominees and assignees etc. etc.

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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1. That on 21st August 2008, the VENDORS / FIRST PARTY and VENDEE / SECOND PARTY had entered into an Agreement to Sell the above mentioned land through which the VENDORS / FIRST PARTY received in total Rs. 94,50,000/- (Rupees Ninety Four Lacs Fifty Thousand Only) out of the total above said sale consideration. This money was paid as per detailed below:

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide cheque No. 695334 dt. 21.08.08 in favour of Mr. Malkhan Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide cheque No. 695335 dt. 21.08.08 in favour of Mr. Jaswant Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide-cheque No. 695336 dt. 21.08.08 in favour of Mr. Jasmer Singh drawn on Oriental Bank of Commerce, New Delhi.

All 3 persons of the VENDORS / FIRST PARTY had acknowledged the receipt of the above advance payment by signing the above mentioned Agreement to Sell dt. 21.08.2008.

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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2. That on 03.09.2008, another document was executed between, all the three members of the VENDORS / FIRST PARTY and the VENDEE / SECOND PARTY known as "Addendum to Agreement to Sell dt. 21.08.08". Through this document and on request of VENDORS / FIRST PARTY, the VENDEE / SECOND PARTY paid an additional amount of Rs. 55,50,000/- (Rupees Fifty Five Lacs Fifty Thousand Only), which was paid as detailed below:

Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695338 dt. 04.09.08 in favour of Mr. Malkhan Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695339 dt. 04.09.08 in favour of Mr. Jaswant Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695340 dt. 04.09.08 in favour of Mr. Jasmer Singh drawn on Oriental Bank of Commerce, New Delhi.

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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All 3 co-owners, VENDORS / FIRST PARTY had acknowledged the receipt of the additional advance payment by executing the "Addendum to Agreement to Sell".

The total amount of advance as covered in Para 1 & 2 paid to the VENDORS / FIRST PARTY is Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) i.e. Rs. 50,00,000/- (Rupees Fifty Lacs Only) to each Vendor.

3. That the VENDORS / FIRST PARTY is selling the total land measuring 116 kanal 8 marla i.e. (approximately 14.55 acres) @ Rs. 63,00,000/- (Rupees Sixty Three Lacs) per acre totaling to Rs. 9,16,65,000/- (Rupees Nine Crore Sixteen Lacs Sixty Five Thousand Only) to the VENDEE / SECOND PARTY. Against the above consideration, the VENDORS / FIRST PARTY had already received Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) as advance against the Agreement to Sell dt. 21.08.2008 and Addendum to Agreement to sell dt. 03.09.2008. The balance consideration due against the sale of above mentioned land was Rs. 7,66,65,000/- (Rupees Seven Crores Sixty Six Lacs Sixty Five Thousand Only).

The VENDEE / SECOND PARTY has paid the balance amount of Rs. 7,66,65,000/- (Rupees Seven Crores Sixty Six Lacs Sixty Five Thousand Only) to the VENDORS / FIRST PARTY as detailed below:

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527597 dt. 05/11/2008 in favour of Mr. Malkhan Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank.

Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527598 dt. 05/11/2008 in favour of Mr. Jaswant Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank.

Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527599 dt. 05/11/2008 in favour of Mr. Jasmer Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank.

The VENDORS / FIRST PARTY confirm and acknowledge the receipt of the above mentioned full and final payment against the sale of above land by signing this document.

4. That the VENDORS / FIRST PARTY have inherited this land from their ancestors and they are selling, alienating it for the legal, necessities and welfare of their respective families. The VENDORS / FIRST PARTY hereby assure the VENDEE / SECOND PARTY that they have obtained the consent of their family members and no family member has any objection

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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for this sale of land. The VENDORS / FIRST PARTY hereby indemnifies the VENDEE / SECOND PARTY for any loss, liability, cost or claims, actions or proceedings, if any, arises at any time in future against the VENDEE / SECOND PARTY owing to any defect in the title of the land due to self and/or in family member(s) of the VENDORS / FIRST PARTY. The VENDORS / FIRST PARTY shall be liable and responsible for all the losses, damages, costs and expenses sustained by the VENDEE / SECOND PARTY.

- 5. The VENDORS / FIRST PARTY have minor children and since the VENDORS / FIRST PARTY are selling the above mentioned land for the welfare, development and betterment of the family including minor children, the VENDORS / FIRST PARTY have individually executed an Indemnity Bond signed by each Vendor for themselves and for and on behalf of their minor children in the capacity as father and their natural guardian.
- That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that the VENDORS / FIRST PARTY have good and marketable title to the said property and none other than the VENDORS / FIRST PARTY have any interest, right, title thereto.

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- 7. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that the VENDORS / FIRST PARTY have not entered into any Agreement with any other person(s) for the sale of the said property.
- 8. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that the said property is never a subject matter of any family / HUF dispute and that no part of the said property is owned by any minor and nobody has any right, title or interest of any kind whatsoever in the said property and further none else other than the VENDORS / FIRST PARTY has any right, title or interest of any kind whatsoever in the whole or any part of the said property and further there is no impediment in the Vendor's right to execute this Sale Deed.
- 9. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that there are no outstanding government dues of whatsoever nature including the attachment by the Income tax Authorities or under any other law in force, in respect of the said property and if there are some outstanding upto the date of registration of this Sale Deed, all the dues, taxes, duties and other outgoing, if any, regarding the said land levied by any Central/State Government Department, Autonomous Bodies etc. shall be paid by the VENDORS / FIRST PARTY.

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- 10. That the VENDORS / FIRST PARTY hereby declares and represents and assures the VENDEE / SECOND PARTY that the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation to Bank or to any Financial Institution or Person or Bodies, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the VENDEE / SECOND PARTY on account of any legal defect in the ownership and title of the VENDORS / FIRST PARTY then the VENDORS / FIRST PARTY shall be liable and responsible to make good the loss suffered by the VENDEE / SECOND PARTY and keep the VENDEE / SECOND PARTY saved, harmless and indemnified against all such losses and damages suffered by the VENDEE / SECOND PARTY.
- 11. That in consideration of above mentioned full and final amounts received by the VENDORS / FIRST PARTY (1) Shri Malkhan Singh (2) Shri Jaswant Singh (3) Shri Jasmer Singh (which expression includes their nominees, legal heirs, successors, beneficiaries, legatees etc.). The VENDORS /

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FIRST PARTY do hereby sell, convey, transfer and assign the aforesaid land with their rights, title, interest, options, privileges, easement and appurtenances thereto unto the VENDEE / SECOND PARTY and the VENDEE / SECOND PARTY will hold the said property absolutely and forever and use and enjoy the same without any hindrance, claims or titles of the VENDORS / FIRST PARTY and others. The VENDORS / FIRST PARTY further state that they have received all the monies due to them in full and final towards the sale consideration and no further payment to be received now or in future from the VENDEE / SECOND PARTY directly or indirectly against the sale of this land.

- 12. That the VENDORS / FIRST PARTY have handed over the actual physical and peaceful possession of the said land to the VENDEE / SECOND PARTY and the VENDEE / SECOND PARTY has also occupied the same on the spot.
- 13. That the VENDORS / FIRST PARTY hereby confirm, admit and acknowledge that they including their legal heirs have been left with no right, title, interest, claim or lien of any nature whatsoever in the said property, hereby sold, and the same has become the absolute and exclusive property of the VENDEE / SECOND PARTY and VENDEE / SECOND PARTY shall be at liberty to deal with the same in the manner the VENDEE / SECOND PARTY likes and is free to use, enjoy, sell, gift,

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mortgage, lease and transfer the same by whatever mean VENDEE / SECOND PARTY likes, without any interference, hindrance, demand, objection, claim or interruption by the VENDORS / FIRST PARTY or any person(s) claiming under or through him or in trust for him. The VENDORS / FIRST PARTY further assures and undertakes that if required, they will execute any further documents in order to establish absolute and clear ownership title in favour of the VENDEE / SECOND PARTY to enable the VENDEE / SECOND PARTY to enjoy peaceful possession of the said land without any interference, hindrance, objection, claim / demand from anybody.

- 14. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that they have neither done nor been party to any act whereby their rights and title to the said property, in any way be impaired or whereby they may be prevented from transferring the said property.
- 15. That the VENDORS / FIRST PARTY hereby indemnifies and shall keep the VENDEE / SECOND PARTY or their successor-in-title fully indemnified against any loss or liabilities cost or claims, action or proceedings, if any should arise, at any time in future against the VENDEE / SECOND PARTY on account of any legal defects in the title of VENDOR's right and title or the possession or quiet enjoyment of the said property by the VENDEE /

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SECOND PARTY or owing to any defect in or for want of clear and marketable title or due to any defect, violations or non-compliance of any of the declarations or covenants mentioned in the Sale deed.

- 16. That by virtue of this Sale Deed, VENDEE / SECOND PARTY is fully authorized to get the said land's Mutation and transferred in their own name in the record of government revenue record or elsewhere, in absence of the VENDORS / FIRST PARTY.
- 17. That now the VENDORS / FIRST PARTY have been left with no right, title, claim, concerned, or any connections, with the said land and the VENDEE / SECOND PARTY is free to use, enjoy and hold the same in the manner he may like as absolute owner of the said land.
- 18. That all the expenses of this Sale-deed viz registration Charges including cost of stamp papers etc. have been borne and paid by the VENDEE / SECOND PARTY. The VENDEE / SECOND PARTY shall have the right to collect the original sale-deed from the office of the Sub-registrar, Gharaunda.

IN WITNESS WHEREOF, the VENDEE / FIRST PARTY and VENDEE / SECOND PARTY in sound disposing mind, without undue influence, coercion or fraud have signed this sale deed before the office of sub-registrar,

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Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008
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Gharaunda, Distt. Karna (Haryana) on Thursday, the 6th November, 2008 in the presence of the following witnesses.

SIMIOIM 6

1.Sh. Malkhan Singh S/o Sh. Rulia Ram as Karta of his family

Japant Lund

2. Sh. Jaswant Singh S/o Sh. Rulia Ram as Father & natural guardian of minor children

3. Sh. Jasmer Singh S/o Sh. Rulia Ram as Father & natural guardian of minor children

VENDORS / FIRST PARTY

JAISIA K

1. Sh. Malkan Singh S/o Sh. Rulia Ram

2. Sh. Jaswant Sigh S/o Sh Rulia Ram

3. Sh. Jasmer Singh S/o Sh. Rulia Ram

VENDEE / SECOND PARTY

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WITNESSES

1. Sh. Telu Singh, Nambardar S/o Sh Jasram Singh R/o Village Basdifara Tehsil Gharaunda, District Karnal Haryana.

2. Sh. Rishi, pel 10 sh. (alepat Simle 2. Sh. Viky-Singh, Sto Sh Malkhan Singh, Klo G-T. Ruad. Willye Tebes Gannux, R/o Village Basdhara, Tehsil Gharaunda, Distt. Karnal, Haryana. DISH so nepol, Hery ale.

3. Sh. Rishi Seth S/o Sh. Lalit Seth R/o 35, Sunder Nagar, New Delhi-110003.

4. Sh. Narender Singh S/o Late. Sh. Randhir Singh, R/o Village Hiranki, 100, Delhi -110036.

MM 2011/2 Attested

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Book No.

2008-2009 Reg. Year

Ittt Reg. No.

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उप/सर्वस्य, प्रेयोयन अधिकारी

Sub-Registrat.