# ARBIND KUMAR SINGH

### Advocate

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

Ref No SBI-61/2021

Dated: 11.08.2021

Annexure - B:

Report of Investigation of Title in respect of immovable Property (All columns/items are to be completed/commented by the panel advocate)

		<b>,</b>
I	a)Name of the Branch/ Business Unit/Office seeking	T
	opinion.	The DGM, State Bank of Indi
		Overseas Branch, Javahar Vyan
		Bhawan, New Delhi.
	LID C	i i
	b)Reference No. and date of the letter under the cover	SBI/2021/
	of which the documents tendered for scrutiny are	SB1/2021/
	forwarded.	
	}	
	c) Name of the Borrower.	M/s. HPL Electric & Power Ltd.
		Bectife & Fower Ltd.
2	A) Name of the unit/concert	
	A) Name of the unit/concern/ company/person offerin the property/ (ies) as security	g M/s. HPL Electric & Power I td
		Tonei Liu.
	b)Constitution of the unit/concern/	
	person/body/authority offering the property for	Limited Company
	creation of charge.	1
	o)Ctata	
	c)State as to under what capacity is security offered	Borrower
	(whether as joint applicant or borrower or as	Donowel
	guarantor, etc.)	
	Complete or full description of the immovable	Property bearing Khasra No.9/1 (4
	property/ (ies) offered as security including the	(02) 11 (8-18) 8-12 (8-0) 14
	following details.	02), 11 (8-18) & 12 (8-0), Mustee
		No.41, area measuring 21 Kanal
		(2.625 Acres), situated within the
		revenue estate of Village Bhigan,
		Tehsil Gannaur, District Sonepat,
		Haryana
	(a) Survey No.	
		N.A.
	(b) D (II)	
	(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 21 Kanal (2.625
	(d) I and 19	Acres)
	Locations like name of the place village city	
		situated within the revenue estate
		of Village Bhigan, Tehsil Gannaur,
		District Sonepat, Haryana.
	a)Particulars of the documents scrutinized-serially	
	and chronologically.	
	(a) Nature of documents verified and as to whether	1
	they are originals or cortical	
	they are originals or certified copies or registration	
		///2/ //
		HUMANIA

3

∵∂le

.

# 693

### फार्म संख्या 3 रजिस्ट्री

सब-रजिस्ट्रार विभाग	जिला					
ं फुटकर शु	ल्क अदायगी की रसीद					
( र	सीद पुस्तक ख)					
	रीख और महीना					
	-P-21					
अदा करने वाले व्यक्ति का	ा नाम, पिता का नाम और निवास स्थान					
Ashind la	Kr. Sinogh					
प्राप्त की हुई रकम का जोड़ और विवरण $1992 \sim 2)$ रिजस्ट्री विभाग के अधिकारी के हस्ता						
					वसीका नं०	. पुस्तक सं०
रजिस्ट्री होने की तिथि	रजिस्ट्री तथा इबारत जोरी के शब्दों					
की संख्या						
फीस फीस	फीस फीस फीस					
नकल हिफाजत	तुनाश अनुवाद कमीशन					



otr	er authorities b	e examined.	auri e i	g/land/ rever		
	Date	Name/ Nature the Document	of	Original/ certified co certified ex photocopy,	ract/	In case of copies, whether the original was scrutinized by the Advocate.
199	09.01.2006	Sale Deed		Original		
 com the such b) i) title sub- page c) ii docu shou whee page (in c com shou	amed from the appared with the proposed mortan certified copies of the proposed mortan certified copies with the origin where the certification where the compared the the total parting with the lid be handled rether the reconstruction with the lid be handled rether the reconstruction.	copy of all title of relevant sub-regions and comments mad gagor? (Please all es and relevant for pages in the coich are obtained to have been verified copies of available, the coid with the original produce have been serified copies of available, the coid with the original produced is not procertified or ordinare diligently & rds of registrar o	istra le av le av lso e lee re lee re lee re lifed dire fied ubm the t py   1 al to oduc nary cau ffice	r office and ailable by nclose all eccipts) ed copies of ctly from page by itted? itle provided ascertain py tally l. ced for copies utiously).	Yes	
rever quest onlin	nue authorities tion are availab le portal or com	relevant to the pule for verification puter system?	rope on th	rty in rough any	com at SR	puterized record is available on Coffice and not on online portal
b)If s whet made	such online/con her any verifica and the comm	nputer records an ation or cross che ents/ findings in	eckii this	ng are regard	No	
 possi and i	ble to be got ve f so whether su	neness of the sta erified from any ch verification w	onlii vas n	ne portal nade?	No	
jurisd	liction of which	s security falls w sub-registrar of	vithii fice'	n the	Sub R	Registrar – Gannaur, Haryana
docur	nents in respec than one office	ble to have regist of the property of sub-registrar.	in q / dis	uestion, at	Sub R	egistrar - Gannaur, Haryana
regist such o	offices?	eneral. If so, ple				

Hoffingli

MGH

	named at (b) above?	
	d)Whether the searches in the offices of registering	No
	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
		Annexure- B ,Column -8
	1	Almexure- D, Column -8
	property in question from the predecessors in	
	title/interest to the current title holder. And	
	Miloto tot titingi a micerapi at america and an america	Minor's interest 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)	
		Free Owner rights
	Property (whether full ownership rights, Leasehold	2.00
	Rights, Occupancy/ Possessory Rights or Inam	
	Holder or Govt. Grantee/Allottee etc.)	NY A
0.	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.
	d)if, a sub-lease, check the lease deed in favour of	N.A.
	Lessee as to whether Lease deed permits sub-	
	- I	
	leasing and mortgage by Sub-Lessee also.	N.A.
	e)Whether the leasehold rights permits for the	IN.A.
	creation of any superstructure (if applicable)?	
	f)Right to get renewal of the leasehold rights and	N.A.
	nature thereof.	
1.	If Govt. grant/ allotment/Lease-cum/Sale	N.A.
	Agreement, whether;	
	grant/ agreement etc. provides for alienable rights	N.A.
	to the mortgagor with or without conditions,	
	the mortgagor is competent to create charge on	N.A.
	such property,	
	whether any permission from Govt. or any other	N.A.
		IV.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
	b)Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether	r None
	creation of mortgage could be possible, the	
	modalities/procedure to be followed including	
	court permission to be obtained and the reasons for	-
	fourt betimesion to be obtained and me reasons to	1
	coming to such conclusion	<i>1</i>
	coming to such conclusion.	1/124
	coming to such conclusion.	Allind
	coming to such conclusion.	Flat & Dadie & SiNGH Advocate
	coming to such conclusion.	Find Constitution SINGH Find Constitution Advocate Advocate
	coming to such conclusion.	Find a State State of Advocate State of

t.	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	
	need for any other person to join the creation of	
	mortgage;	
	h) Any other aspect affecting the validity of the title	N.A.
	passed through the gift/settlement deed.	
	(a) In case of partition/family settlement deeds,	N.A.
	whether theoriginal deed is available for	
	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.	
	(c) Whether the partition made is valid in law	
	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	
	conditions/ formalities arecompleted/ complied	
	with.	•
	(e) Whether any of the documents in question	
	are executedin counterparts or in more than one	
	set? If so, additional precautions to be taken for	
	avoiding multiple mortgages?	
	Whether the title documents include any	No.
	testamentary documents /wills?	
	(a) In case of wills, whether the will is registered	
	will or unregistered will?	
	(b) Whether will in the matter needs a mandatory	N A
	probate and if so whether the same is probated by	. 1.22.
	a competent court?	
	(c) Whether the property is mutated on the basis	N A
	of will?	и.а.
		N.A.
	The state of Same and is available;	IY.A.
	(e) Whether the original death certificate of the	

A Section of MAR SINGH Enclosed Administration of Manufacture of Court 12 Court

	testator is available?	
	(f) What are the circumstances and/or	N.A.
	documents to establish the will in question is the	
	last and final will of the testator?	
	(Comments on the circumstances such as the	
	18	
	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.)	
7.	(a) Whether the property is subject to any wakf rights?	NO.
	(b) Whether the property belongs to church/ temple	N A
		1V.A.
	or any religious/other institutions having any	·
	restriction in creation of charges on such	
	properties?	
	(c) Precautions/ permissions, if any in respect of	N.A.
	the above cases for creation of mortgage?	
8.	(a) Where the property is a HUF/joint family	N.A.
	property, mortgage is created for family	
	benefit/legal necessity, whether the Major	
	Coparceners have no objection/join in execution,	
	minor's share if any, rights of female members etc.	
	(b) Please also comment on any other aspect which	N A
	may adversely affect the validity of security in such	
	cases?	27-
9.	(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?	
	(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 trust	
	in the matter.	
		N A
20.	(a) If the property is Agricultural land, whether the	IN.A.
	local laws permit mortgage of Agricultural land	
	and whether there are any restrictions for	
	creation/enforcement of mortgage.	
	(b) In case of agricultural property other relevant	N.A.
	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?	
	(c) In the case of conversion of Agricultural land	Yes,
	for commercial purposes or otherwise, whether	
	requisite procedure followed/permission obtained.	
) 1	Whether the property is affected by any local laws	No
21.	· · · · · · · · · · · · · · · · · ·	
	or other regulations having a bearing on the	
	creation security (viz. Agricultural Laws, weaker	
	Sections, minorities, Land Laws, SEZ regulations,	1 /1
	Costal Zone Regulations, Environmental	1 HHmill

	Clearance, etc.),	
2.	(a) Whether the property is subject to any pending	The Property is not Subject to any pending
	or proposed land acquisition proceedings?	land acquisition.
	(b) Whether any search/enquiry is made with the	N.A.
	Land Acquisition Office and the outcome of such	
	search/enquiry.	
3.	(a) Whether the property is involved in or subject	Borrower/Mortgager to file an affidavit in
	matter of any litigation which is pending or	respect of the above said property that no
	concluded?	litigation is pending in any court of law in
		any part of India
	(b) If so, whether such litigation would adversely	N.A.
	affect the creation of a valid mortgage or have any	
	implication of its future enforcement?	
	(c) Whether the title documents have any court	The Title Deeds/ Documents do not have
	seal/marking which points out any litigation/	any court question.
	attachment/security to court in respect of the	
	property in question? In such case please comment	
	on such seal/marking.	
•	(a) In case of partnership firm, whether the	N.A.
	property belongs to the firm and the deed is	
	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?	
	(c) Whether the person(s) creating mortgage	N.A.
	has/have authority to create mortgage for and on	
	behalf of the firm.	
	Whether the property belongs to a Limited	Yes, the property belongs to Limited company.
	Company, check the Borrowing powers, Board	representation of the party.
	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	1
	ii) if yes, whether the search of charges of the	1
	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)?	
	iii) Whether the above search of charges reveals	
	any prior charges/encumbrances, on the property	No
	(proposed to be mortgaged) created by the vendor	<u> </u>
	company (seller)? Yes/No	
	in that	1
İ	whether such charges/overmbrances/charges,	do
	whether such charges/encumbrances have been satisfied? Yes/No	1
		// /
		Mundh
		FIFTERSINGH
		Fig. 1 1011 ACC Assocate
		The Company of the Company
		के स्वीतिक विकास के प्राथम के <b>Const</b>
		1400 : 2600023889

	I Consiste Association the received	N.A.
6.	In case of Societies, Association, the required authority/power to borrower and whether the	IV.A. 
	mortgage can be created, and the requisite	
	resolutions, bye-laws.	-
7.		No,
		N.A.
	interest, i.e. a Development Agreement-cum-Power	F .
	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.	
	(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/	t i
	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. 4
	i.Whether the original POA is verified and the	N.A.
	titleinvestigation is done on the basis of original	
	POA?	
	www.d. no.d. and and	N.A.
	ii.Whether the POA is a registered one?	IN.A.
	iii. Whether the POA is a special or general one?	N.A.
	m. Whether the 1 O/1 is a special of genome	
	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	
	clarify whether the same has been ascertained	
	from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA:	? N.A.
	a) Ti in all in the	N.A.
	(h) The unequivocal opinion on the	IN.A.
-	enforceability and validity of the POA?	No ,
28.	Whether mortgage is being created by a POA	1
<u></u>	holder, check genuineness of the Power of Attorne	1/1 // //

Apple of Manager Advocate

For the Soft Educate Chamber

For the Soft Educate Court

And of Soft Soft Soft

and the extent of the powers given therein and	
whether the same is properly executed/ stamped/	
duinenncated in terms of the Law of the place	
where it is executed.	
29. If the property is a flat/apartment or	Industrial Property
residential/commercial complex, check and	
comment on the following:	
(a)Promoter's/Land owner's title to the land/	N.A.
punding;	1,4,1,
(b)Development Agreement/Power of Attorney;	N.A.
(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.
( <del>0</del> )	
(f)Payment of proper stamp duty;	N.A.
(a)P	
(g)Requirement of registration of sale	N.A.
agreement, development agreement, POA, etc.;	
(h) Approval of building plan powering	
C Preside of Dunuing Dian, Dermiceion of	N.A.
appropriate/localauthority, etc.;	
(i)Convoyence	
(i)Conveyance in favour of Society/	N.A.
Condominiumconcerned;	
(1) 000000000000000000000000000000000000	
(j) Occupancy Certificate/allotment letter/letter of possession:	N.A.
letter/letter of possession;	
(h) Marshault 1	N.A.
(k) Membership details in the Society etc.;	
(I) Characteristic	
(1) Share Certificates;	N.A.
(m) No Objection Lett.	
(n) All legal requirements under the	N.A.
local/Municipal laws, regarding ownership of	
flats/Apartments/Building Regulations,	
Development Control Regulations, Co-operative	
Societies' Laws etc.;	
(a) Pagning 4 a	
(o) Requirements, for noting the Bank charges on N	LA.
the records of the Housing Society, if any;	
(n) If the	
(p) If the property is a vacant land and N	.A.
construction is yet to be made, approval of lay-out	
and other precautions, if any.	
(a) Wheel of	
(q) Whether the numbering pattern of the N.	.A.
units/flats tally in all documents such as approved	1
plan, agreement plan, etc.	1
	// , , , , , , , , , , , , , , , , , ,

All Advocate
Advocate
Chamber
Court

<u> </u>	Phonininalices. Altachinents, and or	The said property is already mortgaged with State Bank of India
	whether of Government, Central or State or other	State Dank of Thata
	Local authorities or Third Party claims, Liens etc.	
	and details thereof from the Society;	
ī.	The period covered under the Encumbrances	1992-2021
	Certificate and the name of the person in whose	
	favour the encumbrance is created and if so,	
	satisfaction of charge, if any.	• 6
2.	Details regarding property tax or land revenue or	Latest receipt of Property Tax, if any
2.	other statutory dues paid/payable as on date and if	available with the company
	not paid, what remedy?	
3.	Urban land ceiling clearance, whether required and	N.A.
	if so, details thereon.	
		11 1 NOC of F
	Whether No Objection Certificate under section	The Act provide that NOC of I
	281 Income Tax Act is required/ obtained.	Department is to be obtained befor
		creating charge on the immovable
	·	property, therefore it is advised that
		either NOC of Income Tax Departmen
		be taken or the affidavit/ undertakin
		of the borrower be taken to the effective
		that neither any attachment notice wa
		issued by the IT Department to the
		borrower (individual/company/ firm
		before creating charge qua the proper
		referred above, nor any attachme
		proceeding of IT Department a
		pending at present with respect to the
		property mortgaged with the bank.
34.	Details of RTC extracts/mutation extracts/ Katha	N-A
	extracts pertaining to the property in question.	3774
35.	Whether the name of mortgagor is reflected as	N/A
	owner in therevenue/ Municipal/Village records?	
36.	(a) Whether the property offered as security is	Yes,
	clearlydemarcated?	
Ì	(b) Whether the demarcation/ partition of the	Yes
	property islegallyvalid?	
	(c) Whether the property has clear access as	Yes,
	perdocuments?	
37.	Whether the property can be identified from the	
	followingdocuments, and discrepancy/doubtful	
	circumstances, if anyrevealed on such scrutiny?	
1	(a) Document in relation to electricity connection	; Yes
	(b) Document in relation to water connection;	Yes
	(c) Document in relation to Sales Tax Registration	n, N.A.
	if anyapplicable;	
	(d) Other utility bills, if any.	Yes
38.	In respect of the boundaries of the property,	Please compare all boundar
70.	whether there is a difference/discrepancy in any of	of measurement of all patches
	the title documents or any other	specified in the valuation report.
1	documents (such as valuation report, utility bills,	
	A THE PROPERTY OF THE PROPERTY	

A Property HAAR BUCH Geralds etc. 255 125 - 125 Levels, Chamber 125 - 125 Levels Court 125 Levels 223069

	etc.) or theactual current boundary? If so please	
	elaborate/ comment on thesame.	
39.	If the valuation report and/or approved/ sanctione	d Yes, Approved Sanctioned Buildir
	plans are made available, please comment on the	Plan.
	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.)	
40.	Any bar/restriction for creation of mortgage under	N/A
	any local or special enactments, details of proper	
	registration of documents, payment of proper	
	stamp duty etc.	
1.	Whether the Bank will be able to enforce	Yes, The Securitization
	SARFESI Act, if required against the property	and Reconstruction of Financial
	offered as security?	Assets And Enforcement of
		Assets And Enforcement of security
		Interest Act 2002 is applicable on the property in question.
2.	In case of absence of original title deeds, details of	N A
	legal and other requirements for creation of a	I.A.
	proper, valid and enforceable mortgage by denosit	
	of certified extracts duly certified etc., as also any	
	precaution to be taken by the Bank in this regard.	
3.	Whether the governing law/constitutional	Yes,
	documents of the mortgagor (other than natural	1 65,
	persons) permits creation of mortgage and	
	additional precautions, if any to be taken in such	
	cases.	
4.	Additional aspects relevant for investigation of title	N A
	as per local laws.	N.A.
,	Additional suggestions, if any to safeguard the	
	interest of Bank/ ensuring the perfection of	N.A.
	security.	
		,
•	Th C	
•	The specific persons who are required to create	M/s. HPL Electric & Power Ltd.
7	mortgage/to deposit documents creating mortgage	
7.	Whether the Real Estate Project comes under	N.A.
	Real Estate (Regulation and Development) Act	
	2016 ?	
İ	Whether the project is registered with the Real	N.A.
	Estate Regulatory Authority? If so, the details of	
	such registration are to be furnished.	N.A.
[	Whether the registered agreement for sale as	1
	precented in the above to the	N.A.
		/ Mariant

ARTEN ACTOR

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?

New Delhi.

Date: 11.08.2021

Arbind Kumar Singh

Court

Annexure 'B' Column No. 8

Flow of Titles: -

Sh. Lakhmi Chand & Sh.Mange Ram were the recorded owner of the said property by virtue

of Revenue record maintained by the office of Tehsildar Gannaur, Haryana.

Thereafter Sh. Lakhmi Chand & Sh. Mange Ram executted Agreement to Sell dated

03.10.2005 with Sh. Pawan Kumar in respect of the said land.

Thereafter Sh. Pawan Kumar further executed Agreement to Sell dated 11.11.2005 with Sh.

Ashwan, Sh. Krishan Kumar, Sh. Sukhbir Singh & Sh. Praveen Kumar in respect of the said

property.

Thereafter Sh. Ashwan, Sh. Krishan Kumar, Sh. Sukhbir Singh & Sh. Praveen Kumar after

receiving their consideration money and jointly agreed to surrender their rights in favour of

Sh. Lakhmi Chand & Sh. Mange Ram in respect of the said property.

Thereafter Sh. Lakhmi Chand & Sh. Mange Ram sold & transferred the said property in

favour of M/s. HPL Protection Technologies Ltd. by virtue of Sale Deed registered as

document No.3786, In Addl. Book No.I, Volume No.87/1444, on Pages 103/96-119, on dated

09.01.2006, registered in the office of SR-Gannaur, Haryana and further got mutated in their

name.

Thereafter M/s. HPL Protection Technologies Ltd. got converted the said land from

agricultural to Commercial / Industrial vide Letter of Change of Land Use dated 07.08.2006

from Director Town & Country Planning, Haryana.

Thereafter further construction has been made on thee said land also obtained Occupancy

Certificate dated 03.06.2011 duly issued by Senior Town Planner, Rohtak Circle, Rohtak,

Haryana in favour of M/s. HPL Protection Technologies Ltd.

Thereafter 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 (F

Advocate

Of amber

s Chamber Ús Court

1123089

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: 11.08.2021

Signature

NGH

ocate

1. The same Count

# ARBIND KUMAR SINGH

Advocate

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

Ref No SBI-61/2021

Dated: 11.08.2021

#### 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 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.

Advocate Lander

- 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.
- 9. 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. Lakhmi Chand & Sh. Mange Ram.
- 2. Original Agreement to Sell dated 03.10.2005 duly executed between Sh. Lakhmi Chand & Sh. Mange Ram with Sh. Pawan Kumar.
- 3. Original Agreement to Sell dated 11.11.2005 duly executed between Sh. Pawan Kumar and Sh. Ashwan, Sh. Krishan Kumar, Sh. Sukhbir Singh & Praveen Kumar.
- 4. Original Sale Deed registered as document No.3786, In Addl. Book No.I, Volume No.87/1444, on Pages 103/96-119, on dated 09.01.2006, registered in the office of SR-Gannaur, Haryana, duly executed by Sh. Lakhmi Chand & Sh. Mange Ram in favour of M/s. HPL Protection Technologies Ltd.
- 5. Letter of Change of Land Use dated 07.08.2006 duly issued by Director Town & Country Planning, Haryana.
- 6. Occupancy Certificate dated 03.06.2011 duly issued by Senior Town Planner, Rohtak Circle, Rohtak, Haryana.
- 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. Mutation Letter / Jamabandi / Khata / Khatoni showing thee ownership of M/s. HPL Electric & Power Ltd.
- 11. 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):

PROPERTY BEARING KHASRA NO.9/1 (4-02), 11 (8-18) & 12 (8-0), MUSTEEL NO.41,

s till amber

(1) AS#

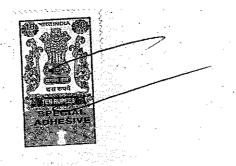
AREA MEASURING 21 KANAL (2.625 ACRES), SITUATED WITHIN THE REVENUE ESTATE OF VILLAGE BHIGAN, TEHSIL GANNAUR, DISTRICT SONEPAT, HARYANA

Date: 11.08.2021

Signature of the Advocate

Signature of the Advocate

Arbind Kumar Singh
ARBIND KUMAR SINGH
End No.D-5 JA 06 Advocate
Ob. Mc 861 Labrado Chamber
Sector 10, Uwarka Court
1/2011 9660223089



24-4405 15 - 3786 Penit 9/01/2006

च्याल मुताबिक अकत है

ATTESTED

HERSTED

990910

Name Albind V& Singh Adv.

Rio

Ashish Stan Vendor

Rai (Sprepat)

7336

\$44 CANS LIPPTU. & Warrys Plant, questro Chans cones SSC/CCO. Page 1 of #

#### SALE DEED

Sale deed for the sum of Rs. 1,39,12000.00
Stamp duty @ 6% i.e. Rs.8,34,800.00
Page of Stamp: Rs.25,000/33; Rs.5,000/01; Rs.500/09; Rs.100/03
Paid through stamp Paper No.49 Dtd.06.01.2006 issued by
Treasury Office, Ganaur, Distt.Sonepat, Haryana
Revenue State: Village Bhigan

Distt Stamp Auditor, Sonepat

This sale deed is executed at Gannur, Sonepat Haryana on this 6<sup>th</sup> day of January' 2006 by Shri Lakhmi Chand and Shri Mange Ram both the sons of Late Shri Jodha S/o Late Shri Nyadar Singh R/o V & PO Bhigan district Sonepat, Haryana (Hereinafter called the vendors)

### In favour of

HPL Protection Technologies Ltd. through its Managing Director Mr. Lallt Seth S/o Late Shri Inder Narain Seth, having its registered office at 1/21, Asaf Ali Road, New Delhi-02 (Hereinafter called the Vendee).

AND STED

AND ST

(cexmichand

Scanned with Camponner

	होह सर्वधी विनरण	•
डोड का नाम SALE OUTSIDE MC	AREA	en en en en en en en en en en en en en e
तहसील/सय-तहसील गर्भार	गांव/शहर भिगान	स्थित सङ्ककं साथ प्रति एकह
	भवन का विवरण	
	भूमि का विवरण	
चाही	2	Acre 5 Kanal
	धन सबंधी विवरण	
राशि 13,912,000.00 रूपये		स्टाम्प डयूटी की राशि 834,800.00 रुपय
रजिस्ट्रेशन फोस को राशि 500.00 रु	पये	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: Ramparsad

यह प्रलेख आज दिनोंक 09/01/2006 दिन सोमवार समय वजे श्री/श्रीमती/कुमारी Lakhmi Chand पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Jodha निवासी Bhigan द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्युंक्त पेंजीयन अधिकारी गन्नोर

श्री Lakhmi Chand, Mange Ram

उपरोक्त विक्रेताव श्री/श्रीमती/कुमारी H.P.T.Lid. through by Lalit Seth केता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों सुमक्क समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि केता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Sardha nand पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chander Bhan निवासी Bhiga: व श्री/श्रीमती/कुमारी Ravinder Tyagi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sita Ram Tyagi निवासी Burari, Delhi ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनोंक 09/01/2006

उप/सयुंक्त पंजीयन अधिकारी गन्नौर

Size Deed LHPTL & Mange Ram, Lakhril Chand dated 05012006 Page 2 of 45

The expression of vendors and vendee shall mean and include the parties, their legal heirs. Successors, Executors, Representatives, Attorney's & assignees etc., etc.

WHEREAS the vendors are lawful and absolute co-owner of the land measuring 21 Kanaals (i.e. 2.625 acres) bearing Khasra No. 9/2 (4-02),11(8-18) &12 (8-0), Musteel No. 41, situated within the revenue state of village Bhigan, Tahsil Gannaur, district Sonepat, Haryana (Hereinafter called the land).

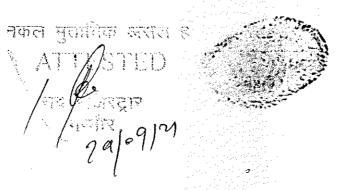
The land is surrounded as under -

North - Road known as Dhaturi Road

South - Khasra No.

East - Bounding wall of Hindustan Tin Ltd.

West - Khasra No.



The shares of the vendors in the land are as follows:-

- Khatauni No. 272, Kewat No. 224
   Khasra Number 9/2 (4-02),11 (8-18) out of Musteel No. 41 (i.e. Kite 2 area 13-0 Kanaal)
   Shri Mange Ram & Shri Lakhmi Chand both having equal shares i.e. 6 10 Kanaal each.
- Khatauni No. 715, Khewat No. 585
   Khasra Numuber 12 (8-0) out of Musteel No. 41
   Shri Mange Ram having 1/4 Share i.e. 2 00 Kanaal &
   Shri Lakhmi Chand having 3/4 share i.e. 6 00 Kanaal

Hence the total land measuring 21 Kanaals (description given above) and shares of both the vendors are as follows:

1. Shri Mange Ram

- 12 Kanaals, 10 Marlaas

2. Shri Lakhmi Chand

- 08 Kanaals, 10 Marlaas

Sale Deed (HPT), & Manys Ram, Laxhra Chard dasid 05012005 Paga 4 of 45

AND WHEREAS the vendors had entered into an agreement to sell regarding the above mentioned land in favour of Mr. Pawan Kumar S/o Shri Attar Singh R/o VPO Gannaur, Sonepat (HR) on 30<sup>rd</sup> Oct.'2005, which is valid upto 30<sup>th</sup> May' 2006 (hereinafter called document No. 1), Shri Pawan Kumar thereby having rights and interests in the above mentioned land.

29/09/2

Conned with Camponner

Sale Deed \HPTL & Mange Ram, Lakhrni Chand dated 05012005 Page 5 of 45

AND WHEREAS Mr. Pawan Kumar endorsed / assigned the above mentioned agreement dated 30.10.05 (i.e. document no. 1) with all his rights and interest, in favour of Shri Ashwan, Shri Krishan Kumar both the Sons of late Shri Ram Bhaj R/o VPO Bhigan, Sonepat, Shri Sukhbir Singh S/o Shri Deep Chand R/o VPO Bhigan, Sonepat and Shri Praveen Kumar S/o Shri Prakash R/o VPO Malik Pur, Sonepat (all the four persons jointly) vide an agreement dated 11th Nov.' 2005 (hereinafter called document no. 2)



Safe Deed \ रेगिगी, & Manga Ram, Laxtvis Chand dated 00012000 Page 0 of 40

AND WHEREAS by virtue of these above mentioned Documents No. 1 & 2, Shri Ashwan, Shri Krishan Kumar, Shri Sukhbir Singh & Shri Praveen Kumar have an interest and right in the above mentioned land.

नवात मुक्ताबेक असल हे
\ ATT/STED

/सर्वार्थिक स्ट्राप

/सर्वार्थिक स्ट्राप

29/09/19

Safe Deed LHPTL & Mange Rain, Lakhers Chand dated 00012009 Page 7 of 45

AND WHEREAS Shri Ashwan, Shri Krishan Kumar, Shri Sukhbir Singh & Shri Praveen Kumar hereby agreed, jointly & severally to surrender their rights and interests in the above mentioned land in favour of the vendors, for the consideration mentioned below, which is being paid to them by the vendee on behalf & with the consent of the vendors. The vendors hereby confirm their consent by singing this document.

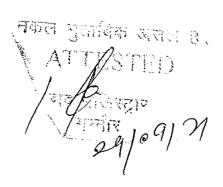
Sale Deed 1HPTL & Mange Ram, Lakhmi Chand dalod 06012005 Paga 8 of 45

AND WHEREAS the vendors, Shri Lakhmi Chand & Shri Mange Ram have agreed to sell and the vendee has agreed to purchase the above mentioned land for the total sum of Rs. 1,39,12,000.00 (Rupees One Crore Thirty Nine Lakhs Twelve Thousand Only).

ALLINSTED ALLINSTED 291.91M The amount of the sale consideration has been paid by the vendee to the vendors as per given below:

- A sum of R.s 63,17,000.00 (Rupees Sixty Three Lakh Seventeen Thousand Only) through a Pay Order No.276833 Dated 06,01,2006 issued by UTI Bank Ltd., Connaught Place, New Delhi in favour of Mr. Lakhmi Chand (the vendor)
- A sum of Rs. 42,95,000.00 ( Rupees Forty Two Lakh Ninety Five Thousand Only) through a Pay Order No.276832 dated 06.01.2006 issued by UTI Bank Ltd., Connaught Place, New Delhi in favour of Mr. Shri Mange Ram (the vendor).
- 3. A Sum of Rs. 50,000.00 (Rupees Fifty Thousand Only) in cash and a sum of Rs. 7,75,000.00 (Rupees Seven Lakh Seventy Five Thousand Only) though a Pay Order No.276834 dated 06.01.2006 issued by UTI Bank Ltd., Connaught Place, New Delhi in favour of Mr. Praveen Kumar S/o Shri Prakash R/o Malik Pur, Sonepat (HR)

- 4. A Sum of Rs. 8,25,000.00 (Rupees Eight Lakh Twenty Five Thousand Only) though a Cheque Bearing No.021349 Dated 06.01.2006 drawn on UTI Bank Ltd., Connaught Place, New Delhi, in favour of Mr. Sukhbir Singh S/o Shri Deep Chand R/o VPO Bhigan district Sonepat (HR).
- 5. A Sum of Rs. 8,25,000.00 (Rupees Eight Lakh Twenty FiveThousand Only) through a Pay Order No.733213 dated 06.01.2006 issued by Oriental Bank of Commerce, Connaught Place, New Delhi in favour of Mr. Ashwan S/o Shri Ram Bhaj R/o VPO Bhigan district Sonepat (HR).
- 6. A Sum of Rs. 8,25,000.00 (Rupees Eight Lakh Twenty Five Thousand Only) through the Pay Order No.733214 dated 06.01.2006 issued by Oriental Bank of Commerce, Connaught Place, New Delhi. in favour of Mr. Krishan Kumar S/o Shri Ram Bhaj R/o VPO Bhigan district Sonepat (HR).



Sale Deed\HPTL & Mange Ram, Lakhmi Chand dated 06012006 Page 13 of 45

AND WHEREAS the vendors & the above mentioned recipients of payments acknowledges hereby the receipt of full and final payment made by the vendee to them, as full and final consideration of the above mentioned land alongwith all their rights and interests in it.

Sale Deed 1 HPTL & Mange Ram, Lakrani Chand dated 05012006 Page 12 of 45

# NOW THIS SALE DEED WITNESSTH AS UNDER -:

1. That Shri Pawan Kumar has already surrendered, Conveyed and assigned all his interests, rights and liens, occurring vide document no. 1 (as mentioned above) in favour of Shri Ashwan, Shri Krishan Kumar, Shri Sukhbir Singh & Shri Praveen Kumar.

ATTIPSTED 29/14

Sale Deed \ HPTL & Monge Ram, Lakhmi Chand dated 06012006 Page 13 of 45

2. That in consideration of the above said amount Shri Ashwan, Shri Krishan Kumar, Shri Sukhbir Singh & Shri Praveen Kumar, hereby surrender, convey and assign their interest, lien and rights, occurring through document no. 1 & 2 (as mentioned above), in favour of the vendors.

Sale Deed LHPTL & Mange Ram, Lakhmi Chand dated 05012005 Page 14 of 45

3. That in consideration of the amount received by the vendors and their nominees (as mentioned above) do hereby sell, convey, transfer and assign the aforesaid land with all their rights, title, interest, options, privileges, easements and appurtenances thereto to the vendee and the vendee will hold, use and enjoy the same without any hindrance, claim or title of the others.

Bale Deed \ HPTL & Mange Raim, Laihms Chand cated 05012005 Page 15 of 45

4. That the vendors have inherited this land from their ancestors & they are selling / allenating it for the legal necessities & welfare of their respective families. The vendors hereby assure the vendee that they have obtained the consent of their family members, if necessary, & no family member has any objection for this sale of land.

Sale Deed\HPTL & Mange Ram, Lathmi Chand dated 00012006 Page 16 of 4

5. That the vendors have handed over the actual, physical and peaceful possession of the said land to the vendee and the vendee has also occupied the same on the spot.

29/29/M

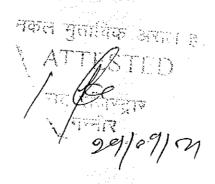
Sale Dead LHPTL & Mange Ram, Laktera Chand cated 00012005 Page 17 of #

That upto the date of registration this sale deed, all the dues, taxes, and other outgoings, if any, regarding the said land shall be paid by the vendors and thereafter the same shall be paid by the vendee.

Conned with Camponner

Sain Constitute & Maryo Ram Eather Chart stone (1901) 1999 Page 13 of 40

That the vendors hereby assures the vendee that the said land under sale is free from all sort of encumbrances, such as sale, mortgage, gift, lease, lien, decree, notification, acquisition, attachment, charges, litigation, injunctions, legal flaws, exchange, surety, security, burden, demands, and family disputes etc. and there is no legal defect in the title of the ownership of the vendors, if it is proved in whole or part of the said land goes out from the possession of the vendee then the vendors and his/her legal heirs both moveable and immovable properties will be liable to indemnify all the losses, costs, damages and expenses incurred by the vendee.



Safe Deed\HPTL & Mange Ram, Laiders Chand dated 0501200\* Page 19 of 4

- 8. That all the expenses of this sale deed such as stamp duty, registration charges etc. have been paid and borne by the vendee.
- 9. That the vendors do herby assure the vendee that the land under sale is free from all sorts of encumbrances such as prior sale, gift, mortgage, charge, lien, litigation, dispute, court attachment, injunction, surety and security etc. and the title of the vendors to the said land is absolute, clear and marketable and if later on it is proved otherwise and as consequence thereof the vendee suffers any loss or damages, then the vendors and his legal heirs, shall be liable to indemnify all such losses and damages.

Sate-Dood \ HPTL& Mange Ram, Lakhris Chand dated 05012006 Page 20 of 45

10. That by all the previous dues, charges, taxes, arrears, house tax, electricit and water charges (if any). Regarding the said land shall be paid by th vendors upto the date of registration of this sale deed.

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTISTED

ATTIST

ATTI

Sale Deed \ HPTL & Mange Ram, Lakhris Chand dated 06012009 Page 21 of 45

11. That by the virtue of this sale deed the vendee is fully authorized to get the said land mutated and transferred in his own name in the records of Govt., Revenue records or elsewhere, in absence of the vendors.

Sale Deed LHPTL & Mange Ram, Lakhmi Chand dated 0/01202/ Page 22 of #

- 12. That now the vendors have been left with no right, title, claim, concern or connection with the said land and the vendee is free to use, enjoy and hold the same in the manner he may like as absolute owner of the said land.
- That the vendors are citizens of India and the vendee is a company incorporated under Company Act, 1956.

1 1 901 091M

Sale Deed LRPTL & Wange Parti, Earths Chand david (97)17979 Parti 73 of P

IN WITNESS WHEREOF: The vendors and the other recipients of payment for their interest and rights occurring through document no. 1 & 2, have signed this sale deed on the day, month and year first above written, before the sub registrar. Gannaur district Sonepat, (Haryana) & in the presence of the following witnesses.

Parties to the Agreement Recipients of Payment as Mentioned above:-

> Sh. Praveen Kumar S/o Sh. Prakash 1. formen lennen

Sh. Sukhbir \$/o Sh. Deepchand 2.

Sh. Ashwan S/o Sh. Rambhaj 3.

Sh. Krishan Kumar S/o Sh. Rambhaj 4.

Sh. Pawan Kumar S/o Sh. Atar Singh 5.

Sh.Sharadhanand Nambardar S/o Sh.Chander Bhan 1. Village Bhigan, Distt.Sonepat, Haryana

Sh. Ravinder Tyagi S/o Late Sh. Sita Ram, Village Burari, Delhi

नवास, गन्नीय 1902/1988

WITNESSES:

**VENDORS** 

Sh. Mange Ram S/o Shri Jodha, S/o Shri Nyadar

Sh.Lakhmi Chand

S/o Shri Jodha, S/o Shri Nyadar

Reg. No.

Reg. Year

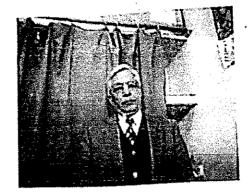
Book No.

3786.

.. 2005-2006

1







मवाह

विक्रेसा

विजेना

Lakhmi Chand\_

Mance Ram

ùm

HP.T.Ltd through by Laht Seth\_(\_

Parinder Time

गरह :- Sardha nand\_

\_\_\_\_\_

प्रमाणित किया जाता है कि यह प्रलेख कमाक 3,786 आज दिनौंक 09/01/2006 को यही न: 1 जिल्द न:87 प्रण्ड न: 103 पर पंजीकत किया गया तथा इसकी एक प्रति अतिकित यही मछा 1 जल्द न: 1,444 के प्रण्ड मछा 96 में 119 पर निपकाई गयी। यह भी प्रमाणित किया जाता है कि इस इम्लावेज के प्रम्तुनकर्ण और गणाही ने अपने हस्ताक्षर/नियान अंगुड़ा भेरे सामने किये हैं ।

दिन्दैक 09/01/2006

उप/सर्गुकत पंजीयन अधिकारी गत्रीर