



LO-SBI-SME -2223001

Dated: Jan 04, 2022

To,
BRANCH MANAGER
STATE BANK OF INDIA,
SME DEHRADUN BRANCH (04186)
KRISHNA TOWERS
69, RAJPUR ROAD
DEHRADUN (UTTRAKHAND).
PIN CODE-248009.

ANNEXURE - B

Dear Sir,

Re. A/C M/S Continental Earthmovers, A Partnership Firm , through its Partners in respect of Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in Group Housing namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana) in the ownership of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand.

This is in reference to the documents submitted to our office for conducting Title Investigation Search Report in respect of the abovementioned property. Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.

1.	a) Name of Branch/Business Unit/ Office seeking opinion.	STATE BANK OF INDIA SME DEHRADUN BRANCH (04186) KRISHNA TOWERS 69, RAJPUR ROAD DEHRADUN (UTTRAKHAND). PIN CODE-248009
	b) Reference No. and Date of the letter under the cover of which the documents tendered for security are forwarded.	STATE BANK OF INDIA SME DEHRADUN BRANCH (04186) KRISHNA TOWERS 69, RAJPUR ROAD DEHRADUN (UTTRAKHAND).



		PIN CODE-248009
	c) Name of the Borrower	M/S Continental Earthmovers, A Partnership Firm , through its Partners
2.	a) Name of the unit/concern/ company/person offering the property/(ies) as security.	Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand.
	b) Constitution of the unit/ concern/person/body/ authority offering the property for creation of charge.	Person
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Mortgagor
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in Group Housing namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).
	a) Survey No.	Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in Group Housing , namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana)
	b) Door/House no. (in case of house property)	Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in Group Housing namely 'ESCAPE', Sector 50, situated in the revenue estate of Village



		Badshahpur, Tehsil and District Gurgaon (Haryana).
	c) Extent/area including plinth/ built up area in case of house property.	having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Group Housing, namely ESCAPE, Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).
4.	a) Particulars of the documents scrutinized - serially and chronologically.	<p>(Details of the documents scrutinized - serially and chronologically in Original with proposed mortgager)</p> <ol style="list-style-type: none"> 1. Original Buyer's Agreement dated 1.10.2014 issued by Unitech Limited in the name of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for the captioned property. 2. Original CONVEYANCE DEED Dated 24.03.2015 executed between M/S UNITECH LIMITED, through its attorney Shri M.F Burney, AGM (Legal) duly authorized vide Resolution dated 02.02.2012 passed in the meeting of Committee of Directors of the Company as 'the UNITECH' and (2) M/S PIONEER URBAN LAND & INFRASTRUCTURE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered office at A-22, 3rd floor Green



Park, Aurbindo Marg New Delhi through its President Mr. Manit Jaju duly authorized vide Resolution dated 29.07.2006 passed in the meeting of Board of Directors of the Company as 'the PIONEER'. The said UNITECH & PIONEER are jointly referred as 'the DEVELOPERS' and (3) (1) Sri Roshan Lal S/O Sri Kundan Lal (2) Sri Tek Ram S/O Sri Kundan Lal (3) Sri Dayanand S/O Sri Kundan Lal (4) Sri Ram Niwas S/O Sri Roshan Lal (5) Smt. Krishna (Widow) W/O Sri Chattar Singh (6) Smt. Sonu D/O Sri Chattar Singh (7) Sri Sumit Kumar S/O Sri Chattar Singh and (8) Sri Amit Kumar S/O Sri Chattar Singh through their General Attorney M/S Unitech Limited DULY AUTHORISED VIDE Power of Attorney dated 22.12.2011, registered as Document no. 901 in the office of Sub Registrar Gurgaon as 'the LAND OWNERS' IN FAVOUR OF Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for the captioned property registered as registration no. 29,698 in Book No.I, Volume no.13109 on page no. 26, an Additional copy of which is pasted in Additional Book no.I, Volume no. 4172 on pages 31 to 32 dated 24.03.2015

		in the office of Sub Registrar GURGAON.		
		3. Original Possession Letter alongwith Possession Certificate Ref:UL:RED:2505/2015 Dated 06.07.2015 issued by Unitech Limited in the name of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for the captioned property		
4 (b) Nature of documents verified and as to whether they are originals or certified copies or registrations extracts duly certified. Note: Only Originals or Certified extracts from the registering/land/revenue/other Authorities be examined.		We have verified an originals available with the proposed mortgager		
Sl. No	Date		Original/Certified Copy/Certified Extract/Photocopy etc.	In Case of copies, whether the Original was Scrutinized by the Advocate
1.	Dated 1.10.2014	Buyer's Agreement	Original	YES
2.	Dated 24.03.2015	CONVEYANCE DEED	Original	YES
3	Ref:UL:RED:2505/2015 Dated 06.07.2015	Possession Letter alongwith Possession Certificate	Original	YES
5.	a) Whether certified copy of all title documents are obtained from		Yes, certified copy of CONVEYANCE DEED Dated	



	the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	24.03.2015 is obtained from the relevant sub-registrar office and compared with the Original made available by the proposed mortgager
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's Office have been verified page by page with the Original documents submitted?	Yes, all pages in the certified copies of title documents which is obtained directly from Sub-Registrar's Office has been verified page by page with the Original made available by the proposed mortgager.
	ii) Where the certified copies of the title documents are not available, the copy provided Should be compared with the Original to ascertain whether the total page numbers in the copy tally page by page with the Original produced (In case originals title deed is not produced for comparing with the certified or ordinary copies Should be handled more diligently & cautiously)	N.A
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	N.A
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	N.A
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made.	No



7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar- GURUGRAM
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	Yes
	1) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>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)</p>	Mentioned on separate Sheet Annexure-B
9.	Nature of Title of the intended Mortgagor over the property (Whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee /Allottee etc.	Full ownership rights
10	If Lease Hold, Whether:	NO
	a) Lease Deed is duly stamped and registered	N.A
	b) Lease is permitted to mortgage the Leasehold right	N.A
	c) Duration of the Lease/	N.A

	unexpired period of lease	
	d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A
11	If Govt. Grant/Allotment/Lease-cum Sale Agreement, whether;	N.A
	a) Grant/Agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A
	b) The mortgage is competent to create charge on such property?	N.A
	c) Any permission from Govt. or any other authority is required for creation of mortgage and if so, whether such valid permission is available?	N.A
12	If occupancy rights, whether;	Not Applicable
	a) Such right is heritable and transferable	Not Applicable
	b) Mortgage can be created.	Not Applicable
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	None No Minor interest involved
14	If the property has been transferred by way of Gift/ Settlement Deed, Whether;	No
	a) The Gift/Settlement Deed is duly stamped and registered?	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses?	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee?	Not Applicable
	d) Whether the Donee has accepted	Not Applicable



	the Gift by 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 executing the Gift/ Settlement Deed in question?	Not Applicable
	f) Whether the Donee is in possession of the gifted property?	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage?	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the Gift/ Settlement Deed.	Not Applicable
15	a) In case of partition /settlement deeds, whether, the original deed is available for deposit. If not the modality /procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his Share.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	Not Applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgage?	Not Applicable



16	Whether the title documents include any testamentary documents/wills?	NO
	a) In case of wills, whether the will is registered will or unregistered will?	N.A
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probate by a competent court?	N.A
	c) Whether the property is mutated on the basis of will?	N.A
	d) Whether the original will is available	N.A
	e) Whether the Original death certificate of the testator is available?	N.A
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original Title Deeds are to be explained)	Not Applicable
17	a) Whether the property is subject to any wakf right?	No, the property does not contain any Wakf issue
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	c) Precautions/Permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18	a) Where the property is a HUF/Joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/join in execution, minor's Share if any, rights of	Not Applicable



	female members etc.	
	b) Please also comment on any other aspect which any adversely affect the validity of security in such cases?	Not Applicable
19	a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	b) Where the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c) If Yes, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	Not Applicable
20	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No, the property is Freehold Residential Property as per deed
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A
21	Whether the property is affected by any local laws or other regulations, having a bearing on the creation security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No. The property does not affect with any local law.
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO



	b) Whether any search/inquiry is made with the land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	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 on such seal/marking.	Not Applicable
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A
	b) Property belonging to partners, whether 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 behalf of the firm?	N.A
25	a) Whether the property belongs to a Limited 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.	N.A
	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	N.A



	ii) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (Seller) and the vendee company (purchaser)?	N.A
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes/No	N.A
	iv) If the search reveals encumbrances/charges, whether such charge/encumbrances have been satisfied? Yes/No	N.A
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27	a) Whether any POA is involved in the chain of title?	NO
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A
	c) In case the title documents is executed by the 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, NOC's, Agreements of Sale, Sale Deeds, etc., in favour of buyers of Flats/ Units (Builder's POA) or (ii) other	N.A



	type of POA (Common POA)	
	d) In case of Builder POA, whether a certified copy of POA is available and the same has been verified/ compared with original POA	N.A
	e) In case of common POA (i.e. POA other than Builder's POA), please clarify the followings clauses in respect of POA.	N.A
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A
	ii) Whether the POA is a registered One?	N.A
	iii) Whether the POA is a special or general one?	N.A
	iv) Whether the POA contains a specific authority for execution of title document in question?	N.A
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-Registrar also?	N.A
	g) Please comment on the genuineness of POA?	N.A
	h) The unequivocal opinion on the enforceability and validity of the POA?	N.A
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney 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.	N.A
29	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:	Freehold Residential Apartment
	a) Promoter's/Land owner's title to the land/building;	N.A as CONVEYANCE DEED



	Dated 24.03.2015 is registered
b) Development Agreement/ Power of Attorney;	N.A as Conveyance Deed is duly registered
c) Extent of authority of the Developer/Builder;	Extent to the registration of CONVEYANCE DEED Dated 24.03.2015
d) Independent title verification of land and/or building in question;	YES
e) Agreement for sale (duly registered);	N.A
f) Payment of proper stamp duty;	YES
g) Requirement of registration of sale agreement, development agreement, POA etc.;	N.A
h) Approval of building plan, permission of appropriate/ local authority etc.;	Yes
i) Conveyance in favour of Society/Condominium concerned,	N.A
j) Occupancy Certificate/ Allotment Letter/Letter of Possession;	Yes
k) Membership details in the Society etc.;	N.A
l) Share Certificates;	N.A
m) No Objection Letter from the Society;	N.A
n) All legal requirements under the local/Municipal laws, regarding ownerShip of Flats/Apartments/ Building Regulations, Development Control	YES



	Regulations, Co-Operative Societies Laws etc.;	
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;	NO
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	YES
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Lines etc. and details thereof.	No encumbrance registered in the Sub registrar office
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Period covered under Non-Encumbrance Certificate is 08 years i.e. from 2015 to 2021 and found that the property is in the ownership of Shri Harinder Singh S/O Ch. Inder Singh
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes
33	a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A
	b) Whether No Objection Certificate under the Income Tax is required/ obtained?	N.A
34	Details of RTC extracts/ mutation extracts/Katha extracts pertaining to the property in question.	N.A
35	Whether the name of mortgagor is reflected as owner in the Revenue/Municipal/Village records?	Yes
36	a) Whether the property offered as security is clearly demarcated?	Yes



	<p>c) Whether the property has clear access as per documents?</p> <p>(The property Should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).</p>	Yes
37	<p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p>	Yes
	<p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to sales tax registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	<p>to be obtain</p> <p>to be obtain</p> <p>to be obtain</p> <p>to be obtain</p>
38	<p>In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.</p>	No difference/discrepancy in the title document or any other documents which is to be verified from Actual Site by the Valuer/Bank Authorities.
39	<p>If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.</p> <p>(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.)</p>	Please request the Borrower/Mortgager to submit Valuation Report
40	<p>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.</p>	No
	a) Whether the Bank will be able to	Yes, the property attracts

	enforce SARFAESI Act, if required against the property offered as security?	provisions of SARFAESI Act, 2002 and the Bank can take its possession whenever required.
	b) Property is SARFAESI Compliant? (Y/N)	Yes
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A
44	Additional aspects relevant for investigation of title as per local laws.	NIL
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	NO
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Harinder Singh S/O Ch. Inder Singh
	a) Whether the Real Estate Project comes under Real Estate (Regulations and Development) Act, 2016?	N.A
	b) Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished;	N.A
	c) Whether the registered Agreement for Sale as prescribed in the above Act/Rules there under in executed?	N.A
	d) 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	N.A



	Promoter in the website of Real Estate Regulatory Authority?	
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FOR S.K SHARMA & ASSOCIATES
ADVOCATES & SOLICITORS

(S.K SHARMA) 04/11/2022
Advocate



Annexure 'B' Column No. 8

Chain of Title tracing the title from the Oldest Title Deed to the Latest title Deed establishing the title of the property in question for the Predecessors in title/interest to the current title holder. And wherever Minor's Interest or Other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title:-

Regarding the establishment of the property we would like to clarify that previously, the Developers with their subsidiaries and associates owned and possessed land in Village Badshahpur, Tehsil and District Gurgaon and further the Developers also entered into a Collaboration Agreement dated 24.12.2003 with the land owners abovenamed for developing their land as a part of a Group Housing Residential Complex on a total 10.89 acres of land in Village Badshahpur, Gurgaon and to realized the sale proceeds of respective shares of Developers and land owners from the prospective buyers.

That after obtaining requisite Licenses and approvals from Director Town and Country Planning, Haryana, the Developers have developed and constructed a residential multi-storeyed Group Housing Complex known as "**ESCAPE**" in Sector 50 Gurgaon, on the said land and have been selling Residential Apartments & Town House Apartments therein to the prospective buyers/purchasers.

That in pursuance of the above arrangement, subsidiary companies of Unitech Limited as also the land owners name, have executed General Power of Attorney in favour of Unitech Limited, registered with the office of Sub Registrar Gurgaon, authorizing Unitech Limited to execute the Conveyance Deed of Apartments of its share and present the same for registration before the concerned authorities.

That the DEVLEPORS vide an Agreement dated 18.09.2014 agreed to transfer, sell and convey to **Shri Harinder Singh S/O Ch. Inder Singh** a Town House Apartment No. 002 (Duplex) on Ground floor and Upper Floor, Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing, namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).

That thereafter a Buyer's Agreement dated 1.10.2014 issued by Unitech Limited in the name of **Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road,**



Bazpur District Udham Singh Nagar, Uttrakhand for Town House Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing , namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).

Than, Thereafter a CONVEYANCE DEED Dated 24.03.2015 executed between M/S UNITECH LIMITED , through its attorney Shri M.F Burney, AGM (Legal) duly authorized vide Resolution dated 02.02.2012 passed in the meeting of Committee of Directors of the Company as 'the UNITECH' and **(2)** M/S PIONEER URBAN LAND & INFRASTRUCTURE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered office at A-22, 3rd floor Green Park, Aurbindo Marg New Delhi through its President Mr. Manit Jaju duly authorized vide Resolution dated 29.07.2006 passed in the meeting of Board of Directors of the Company as 'the PIONEER'. The said UNITECH & PIONEER are jointly referred as 'the DEVELOPERS' and **(3)** (1) Sri Roshan Lal S/O Sri Kundan Lal (2) Sri Tek Ram S/O Sri Kundan Lal (3) Sri Dayanand S/O Sri Kundan Lal (4) Sri Ram Niwas S/O Sri Roshan Lal (5) Smt. Krishna (Widow) W/O Sri Chattar Singh (6) Smt. Sonu D/O Sri Chattar Singh (7) Sri Sumit Kumar S/O Sri Chattar Singh and (8) Sri Amit Kumar S/O Sri Chattar Singh through their General Attorney M/S Unitech Limited DULY AUTHORISED VIDE Power of Attorney dated 22.12.2011, registered as Document no. 901 in the office of Sub Registrar Gurgaon as 'the LAND OWNERS' IN FAVOUR OF Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for Town House Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, comprising of Drawing cum Dining Room, four Bedrooms with attached toilets, kitchen, Powder Room, Servant Room with toilet, Lobby, staircase, balconies and terrace in the said Group Housing , namely ESCAPE, Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana)., registered as registration no. 29,698 in Book No.I, Volume no.13109 on page no. 26, an Additional copy of which is pasted in Additional Book no.I, Volume no. 4172 on pages 31 to 32 dated 24.03.2015 in the office of Sub Registrar GURGAON.

That a Possession Letter alongwith Possession Certificate Ref:UL:RED:2505/2015 Dated 06.07.2015 issued by Unitech Limited in the name of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for handing over the possession of Apartment No. 002 (Duplex) on Ground floor and Upper Floor ,



Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing namely 'ESCAPE' Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana), **through which Shri Harinder Singh S/O Ch. Inder Singh becomes the owner of the said Property and has got actual and absolute freehold marketable title over it.**

Thus he is competent to create the equitable mortgage of the said property with SBI by way of depositing Original title deeds as documents as mentioned in 'Annexure C' in our TIR

It is also certified that SARFAESI ACT, 2002 is enforceable on the said property.

FOR S.K SHARMA & ASSOCIATES
ADVOCATES & SOLICITORS

(S.K SHARMA)
Advocate



ANNEXURE-C CERTIFICATE OF TITLE

I have examined the Chain of document and original has been verified, which as per instructions are lying with the with the Bank relating to the schedule property (ies) and that the documents of title referred to in the Certificate/Opinion are valid evidence of Right, title and interest and that the said Equitable Mortgage has been created rightfully as per legal norms, I will satisfy the requirements of creation of Equitable Mortgage (subject to compliance with our suggestions made in this report) and I further certify that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. I confirm having made a search in the S.R. records. I also confirm having verified and checked the records of the relevant Sub-Registrar (s) office(s). I do not find anything adverse which would prevent the Title Holders from creation a valid Mortgage except that the property is already lying mortgaged with Bank. 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 above-mentioned.
3. Following scrutiny of S.R. Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
4. There are no prior mortgage/charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate detail mentioned from the period 2015 to 2022 above, pertaining to the immovable property(ies) covered by above said title deeds, the Property is free from all encumbrances in the SR Office- GURUGRAM vide receipt no.23716 dated 04.01.2022
5. In case of second/subsequent charge in favor of the bank there are no other mortgages charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank (Delete whichever is inapplicable) which may be confirmed from CERSAI also.
6. Minor(s) and his/their interest in the property(ies) is to the extent of specify
the share of the Minor with name) (Not Applicable)
7. The Mortgage will be available to the Bank for if created, the Liability of the Borrower/ Mortgageors.
8. I certify that Shri Harinder Singh S/O Ch. Inder Singh has clear and Marketable title over the Schedule property(ies). I further certify that the



above title deed is genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

9. **In case of creation of Mortgage by Deposit of Title Deeds, we certified that the deposit of original title deeds/documents the certified copies of which have been examined created a valid and enforceable mortgage:**

1. Original Buyer's Agreement dated 1.10.2014 issued by Unitech Limited in the name of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for Apartment No. 002 (Duplex) on Ground floor and Upper Floor, Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing namely ESCAPE, Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).
2. Original CONVEYANCE DEED Dated 24.03.2015 executed between M/S UNITECH LIMITED, through its attorney Shri M.F Burney, AGM (Legal) duly authorized vide Resolution dated 02.02.2012 passed in the meeting of Committee of Directors of the Company as 'the UNITECH' and (2) M/S PIONEER URBAN LAND & INFRASTRUCTURE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered office at A-22, 3rd floor Green Park, Aurbindo Marg New Delhi through its President Mr. Manjit Jaju duly authorized vide Resolution dated 29.07.2006 passed in the meeting of Board of Directors of the Company as 'the PIONEER'. The said UNITECH & PIONEER are jointly referred as 'the DEVELOPERS' and (3) (1) Sri Roshan Lal S/O Sri Kundan Lal (2) Sri Tek Ram S/O Sri Kundan Lal (3) Sri Dayanand S/O Sri Kundan Lal (4) Sri Ram Niwas S/O Sri Roshan Lal (5) Smt. Krishna (Widow) W/O Sri Chattar Singh (6) Smt. Sonu D/O Sri Chattar Singh (7) Sri Sumit Kumar S/O Sri Chattar Singh and (8) Sri Amit Kumar S/O Sri Chattar Singh through their General Attorney M/S Unitech Limited DULY AUTHORISED VIDE Power of Attorney dated 22.12.2011, registered as Document no. 901 in the office of Sub Registrar Gurgaon as 'the LAND OWNERS' IN FAVOUR OF Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for Apartment No. 002 (Duplex) on Ground floor and Upper Floor, Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in Group Housing, namely 'ESCAPE', Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana), registered as registration no. 29,698 in Book No.I, Volume no.13109 on page no. 26, an Additional copy of which is pasted in Additional Book no.I, Volume no. 4172 on pages 31 to 32 dated 24.03.2015 in the office of Sub Registrar GURGAON.



3. Original Possession Letter alongwith Possession Certificate Ref:UL:RED:2505/2015 Dated 06.07.2015 issued by Unitech Limited in the name of Shri Harinder Singh S/O Ch. Inder Singh C/O M/S Inder Filling Station, Ramraj Road, Bazpur District Udham Singh Nagar, Uttrakhand for handing over the possession of Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing namely ESCAPE, Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).

There are no legal impediments for creation of the Mortgage on production of Original of Title Deeds the Certified of which I have examined under any applicable Law/Rules in force.

It is certified that the Property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY

Apartment No. 002 (Duplex) on Ground floor and Upper Floor , Tower No. 01, having super area 2988.00 sq. feet (277.59 sq. meters) and terrace area 132 sq. feet, in the Group Housing namely ESCAPE, Sector 50, situated in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon (Haryana).

Place: Delhi

Date: 04.01.2022

(S.K. SHARMA)
Advocate





SI. No. 143958

GSR / 002

RECEIPT

Mehrauli Road, Gurgaon (01565)

Code No.

A sum of ₹ 150,000/-

fifteen Lacs five Thousand only

(only)

Smt. / Shri Hariinder Singh

Inder Singh

Bdham Singh Nagar for credit to Government of Haryana

account towards Stamp Duty.

Date 15 JAN 2015

Place GURGAON

(Signatures of Authorised Officer)

CONVEYANCE DEED

CONVEYANCE DEED FOR RS. 2,15,00,000/-
STAMP DUTY PAID RS. 15,05,000/-

THIS DEED OF CONVEYANCE made on this 24th day of March, in the year Two Thousand Fifteen, at GURGAON by (1) M/S UNITECH LIMITED a Company Limited by shares and duly incorporated in accordance with the provisions of Companies Act, 1956 and having its Registered Office at 6, Community Centre, Saket, New Delhi - 110017, through its Attorney SHRI M.F. BURNEY, AGM (LEGAL) duly authorised vide Resolution dated 02.02.2012

Attested
for Sub Registrar
Gurgaon

04 JAN 2022

passed in the meeting of Committee of Directors of the Company (hereinafter referred to as "UNITECH") and (2) M/S PIONEER URBAN LAND & INFRASTRUCTURE LIMITED a Company registered under the Companies Act, 1956 and having its Registered Office at A-22, 3rd Floor, Green Park, Aurobindo Marg, New Delhi through its President Mr. Mani Jaju duly authorised vide resolution dated 29th July, 2006 passed in the meeting of Board of Directors of the Company (hereinafter referred to as "PIONEER"). The Said UNITECH & PIONEER are jointly hereinafter referred to as "THE DEVELOPERS" AND (3) (i) Sri Roshan Lal S/o Sri Kundan Lal (ii) Sri Tek Ram S/o Sri Kundan Lal (iii) Sri Dayanand S/o Sri Roshan Lal (iv) Sri Ram Niwas S/o Sri Roshan Lal (v) Smt. Krishna (Widow) W/o Sri Chhattar Singh (vi) Smt. Sonu D/o Sri Chhattar Singh (vii) Sri Sumit Kumar S/o Sri Chhattar Singh and (viii) Sri. Amit Kumar S/o Sri Chhattar Singh, all residents of Village Badshahpur, Tehsil and District Gurgaon through their General Attorney M/s. Unitech Limited duly authorised vide Power of Attorney dated 22/12/2011, registered as document No. 901 in the Office of Sub-Registrar, Gurgaon (hereinafter referred to as the "LAND OWNERS"). The "DEVELOPERS" shall mean and include their respective successors-in-interest, executors and assigns.

IN FAVOUR OF

~~MR. HARINDER SINGH~~
SON OF CH. INDER SINGH
C/O M/S. INDER FILLING STATION
RAMRAJ ROAD, BAZPUR
DISTT. UDHAM SINGH NAGAR, UTTRAKHAND

hereinafter referred to as "THE VENDEE(S)", which expression shall, unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, legal representatives and assigns.

WHEREAS the DEVELOPERS with their subsidiaries and associates owned and possessed land in village Badshahpur, Tehsil and District Gurgaon and further the Developers also entered into a Collaboration Agreement dated 24.12.2003 with the Land

Attested
for Sub Registrar
Gurgaon

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owners abovenamed for developing their land as part of a group Housing Residential Complex on a total 10.89 acres of land in Village Badshahpur, Gurgaon (hereinafter referred to as "Said land") and to realize the sale proceeds of respective shares of Developers and Land Owners from the prospective buyers.

AND WHEREAS after obtaining requisite Licenses and approvals from Director Town and Country Planning, Haryana, the Developers have developed and constructed a residential multi-storeyed Group Housing Complex known as "ESCAPE", (hereinafter referred to as "Complex"), in Sector 50, Gurgaon, on the Said Land and have been selling Residential Apartments & Town House Apartments therein to the prospective buyers/ purchasers.

AND WHEREAS in pursuance of the above arrangement, subsidiary companies of Unitech Limited as also the Land Owners named above, have executed GENERAL POWER OF ATTORNEY in favour of UNITECH LIMITED, registered with the office of Sub-Registrar, Gurgaon authorizing Unitech Limited to execute the Conveyance Deeds of Apartments of its share and present the same for registration before the concerned authorities.

AND WHEREAS the DEVELOPERS vide an Agreement dated 18.09.2014 agreed to transfer, sell and convey to the VENDEE(S) and the VENDEE(S) agreed to purchase an TOWN HOUSE APARTMENT bearing No. 002 (Duplex), on Ground and Upper Floor, Tower No. 01, measuring Super area 2988 Sq. Ft. (277.59 Sq. Mtrs.) and Terrace Area 132 Sq. Ft. in ESCAPE, Sector-50, Village Badshahpur, Tehsil & Distt. Gurgaon, alongwith common undivided and impartible rights in the land underneath the aforesaid Group Housing Building, and right of use of common passages, staircase, right to ingress/ egress, arrangements, installation and utilization of other facilities like water supply, power, light, sewage, etc., including all easementary rights attached therewith (hereinafter referred to as the said Apartment) for a total sale consideration of Rs.2,15,00,000/- (Rupees Two Crores Fifteen Lacs only) on the terms and conditions agreed upon by and between the DEVELOPERS and VENDEE(S), contained in the said agreement.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

1. In consideration of a total sum of Rs.2,15,00,000/- (Rupees Two Crores Fifteen Lacs only) already paid by the VENDEE(S) to the DEVELOPERS, the receipt whereof the DEVELOPERS hereby acknowledges and admits and nothing remaining due as on date, except whatever has been made specifically payable, as per

Attested
for Sub Registrar
Gurgaon

21 JAN 2022

terms stipulated hereinafter, the Developers doth hereby convey, transfer, assure and assign, unto the VENDEE(S) ALL THAT PIECE AND PARCEL of the Said Apartment along with its common undivided and impartible rights in land underneath the Said Building in which the Said Apartment is situated as described in the SCHEDULE "A", given hereunder, together with right of use of all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages or lights, water courses, appendages and appurtenances whatsoever to the said Apartment or any part thereof, belonging to or in any way appertaining thereto or usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof appurtenant thereto and to have and to hold the same unto and to the use of the Vendee(s), his/ her/ their successor and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them. The aforesaid sale consideration includes the amount of External Development Charges @ Rs.125/- per Sq. Ft. of Super area and Infrastructural Development Charges @ Rs. 32/- per Sq. Ft. of Super Area of Said Apartment on proportionate basis as the VENDEE'S share of the charges payable to the Govt. for the provision of External Development and/or peripheral services. The VENDEE(S) further agrees to pay proportionate additional External Development charges which may be levied by Govt., or Local Authority for the provision of said services attributable to the Said Apartment.

2. That the DEVELOPERS & THE LAND OWNERS hereby assure and declare that they are the sole, absolute, exclusive and rightful Owners and have clear title of the property under transfer and are fully competent and have all rights and power to sell the same which is free from all encumbrances.
3. That the Parking Space(s) bearing Nos. A-01 & B-01 situated in the Upper Basement of the said Building has/ have been allocated by the DEVELOPERS to the VENDEE(S) as per the said Agreement. The VENDEE(S) agrees that the said Parking Spaces allocated to the VENDEE(S) for his/her exclusive use and shall be understood to be together with the Apartment and deemed as facility for specific Apartment only and also the same shall not have any independent legal entity detached from the said Apartment. The VENDEE(S) undertakes not to sell/transfer/deal with the Parking Spaces independent of the said Apartment and further undertakes to park his/her vehicle in the said Parking Spaces and not anywhere else in the said Complex. It is specifically made clear to the VENDEE(S) that the areas reserved for services, maintenance staff etc., shall not be used for parking his/ her vehicles and the VENDEE(S) shall have the right to use the said parking space only no ownership rights are transferred to the VENDEE(S).

Attested

for Sub Registrar

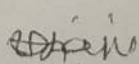
[Signature]

2022

that the Vendee(s) shall pay directly or if paid by the DEVELOPERS, then reimburse to the DEVELOPERS on demand, Govt. rates, property taxes, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Complex and/or the Building(s) constructed on the said portion of land or the said Apartment, as the case may be, as assessable/applicable from the date of application of the Vendee(s) and the same shall be borne and paid by the Vendee(s) in proportion to the Super Area of the said Apartment vis-a-vis the Super Area of all the Apartments in the said Building/said Complex as determined by the Developers. Further, the Vendee(s) shall be liable to pay from the date of his/her application property tax, fire fighting tax or any other fee, cess or tax as and when levied by any Local Body or Authority and so long as the said Apartment of the Vendee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Vendee(s) in proportion to the super area of the said Apartment vis-a-vis the total super area of all the Apartments in the said Building/said Complex as determined by the Developers. These taxes, fees, cesses etc. shall be paid by the Vendee(s) irrespective of the fact whether the maintenance is carried out by the Developers or its Nominee or any other Body or Association of all or some of the Apartment Owners.

5. That the possession of the said Apartment has been handed over to the VENDEE(S), the VENDEE(S) hereby confirm(s) taking over possession of the said Apartment from the DEVELOPERS after satisfying himself/ herself/ themselves that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition and that the VENDEE(S) has/have no complaint or claim in respect of the area of said Apartment, any item of work, material, quality of work etc., therein.
6. That the VENDEE(S) shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof and shall also not make or cause to be made any additions or alterations of any nature whatsoever in the same or in any part thereof.
7. That the VENDEE(S) shall be required to pay Common Maintenance and Service charges as will be fixed by the DEVELOPER or Maintenance Agency or Association of Apartment owners and as stipulated in the Maintenance Agreement signed by the VENDEE(S). The decision of the Developers or Maintenance Agency or the Body or Association in respect of the maintenance charges will be final and binding on the Apartment owners or on Association of the Apartment Owners.

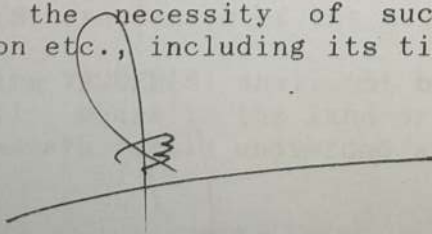
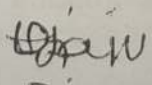




Attested
for Sub Registrar
Gurgaon

these charges shall be paid at monthly/ quarterly/ half yearly/ annually intervals as decided by the Developers or Maintenance Agency or Association of Apartment Owners or other body as the case may be. The Maintenance Charges which shall include inter-alia the following (a) all other rates, taxes, levies, impositions and outgoings that may from time to time be levied against the land and/or building(s) including water charges, (b) outgoing for the maintenance and management of the building, the lifts, common lights and other outgoings such as collection charges, charges for watchmen, sweepers and maintenance of accounts, incurred in connection with the Apartment and (c) levy for replacement of the machinery and equipment including but not limited to electric Sub-station and HT/LT electricity equipments, panels, DG Sets and allied systems, security and surveillance systems, fire alarm and fire fighting systems, water filtration, air conditioning, heating system as the case may be, intercom network etc., installed and used for common use of all Apartment Owners like lifts, pumping sets, water tank, electric cables etc. Further the use of common areas and facilities by the Vendee(s) within the said Building shall be subject to timely payment of maintenance charges as billed by the said Maintenance Agency/ Body or the Association. If the maintenance charges are not paid by the Vendee(s) regularly and on/or before its due date then the Vendee(s) shall have no right to use such common areas and facilities. In the event of such charges remaining unpaid the Vendee(s) shall pay interest @ 15% p.a. on the amount of Maintenance & Service charges or any other dues of the Developers or Maintenance Agency or Association of Owners for the period of delay.

8. That as and when any Plant & Machinery within the Said Complex Building as the case may be, including but not limited to lifts, DG Sets, electric sub-station, pumps, fire fighting equipment, air conditioning plant, heating plant or any other plant or equipment of capital nature, etc., require replacement, upgradation, addition etc., the cost thereof shall be contributed by the Vendee(s) on pro-rata basis (i.e. in proportion to the super-area of the said Apartment to the total Super Area of all the Apartments in the said Building/ Complex, as the case may be). Or/ alternatively these cost may be met with the Interest Free Maintenance Deposit (IFMD) deposited by the Vendee(s) along with the interest accrued there on if any. The Developers or the Maintenance Agency or the Association of Residents shall have the sole authority to decide the necessity of such replacement, upgradation, addition etc., including its timing or cost thereof.

Attested
for Sub Registrar

That the Vendee(s) shall permit the Developers/ Maintenance Agency/ Association of Apartment Owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the Vendee(s) has/have failed to make good inspite of service of one month notice in writing by the Developers/ Maintenance Agency/ Association of Apartment Owners in this behalf and also for repairing of any part of the building(s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and local condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures or other conveniences belonging to, serving or used for the said Building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for other similar purposes.

10. That the VENDEE(S) shall not cause any harm or damage to the peripheral walls, front, side and rear elevations of the said Apartment in any form. The Vendee shall also not change the colour scheme of the outer walls or exterior side of the doors and windows of the Said Apartment and shall also not carry out any change in the exterior elevation and design.
11. The VENDEE(S) shall keep the Said Apartment, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging, in good tenaneable repair or condition and in particular so as to support, shelter and protect and parts of the building(s) other than the said Apartment and shall abide by all laws, bye-laws, rules and regulations of the Government, Local/ Municipal Authorities and/ or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye-laws or rules and regulations.
12. That the VENDEE(S) shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, clothes, etc., on the external facade of the building or anywhere on the exterior or on common areas and roads of the Complex and shall be entitled to display its own name plate only at the place provided for the Said Apartment.
13. That the VENDEE(S) shall not remove or change the position of any walls of the Said Apartment including load bearing walls and all the walls/structures shall remain common between the VENDEE(S) and Owners of the adjacent Apartment.
14. That the VENDEE(S) shall not be entitled to claim partition of their share in the land or the common areas and those shall always remain undivided and impartiable.

Attested

for Sub Registrar

Gurgaon

That the VENDEE(S) may transfer by sale, gift or otherwise the said Apartment. However, before such transfer, the VENDEE(S) shall inform the DEVELOPERS of the said transfer and clear the maintenance charges or other Govt. outstandings, if any, and also take NO DUES CERTIFICATE from the Developers or the Maintenance Agency or the Association of Apartment Owners as the case may be.

That the VENDEE(S) shall not use the Said Apartment in a manner that it may cause obstruction or hindrance of any nature to any common passages, verandah or terraces or other common facilities and services.

17. The VENDEE(S) has/ have undertaken and doth hereby undertake that the VENDEE(S) shall be solely responsible and liable for violation, of any provision of and other applicable rules, regulations or directions of Competent Authorities and that the VENDEE(S) shall keep indemnified the Developers and its employees or the Maintenance Agency for any liability and/or penalty resulting from such violation(s).

18. That the VENDEE(S) shall have no right, title or interest of any kind of land earmarked for community facilities/amenities in the Complex. Further, the VENDEE(S) shall not have any claim or right in any commercial premises or commercial building or interfere in the booking of apartments and finalization of sale Flats/Dwelling Units reserved for EWS or in the operation and management of shops, commercial premises, School, Club, etc.

19. That the VENDEE(S) has/ have borne all expenses for the completion of this Deed including the Stamp Duty, Registration and other incidental charges. This Sale Deed in respect of the transaction involved herein, is valued for the purpose of Stamp Duty at Rs.2,15,00,000/- (Rupees Two Crores Fifteen Lacs only) in terms of the Indian Stamp Act, 1899. Any deficiency in the Stamp Duty as may be determined by the Sub-Registrar or any other concerned Authority alongwith penalty or deficiency in stamp duty as may be levied in respect of the Said Apartment shall be borne by the VENDEE(S) exclusively and the Developers accept no responsibility in this regard.

20. That the VENDEE(S) agree(s) and confirm(s) that all the obligations arising under this Conveyance Deed in respect of the Said Apartment/ Building/ Complex/ Plot of land shall equally be applicable and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers of the Said Apartment as the said obligations go with the said Apartment for all intents and purposes and the VENDEE(S) assure(s) the Developers that the VENDEE(S) shall take sufficient steps to ensure the performance of their obligations in this regard.

Attested

for Sub Registrar
Gurgaon

04 JAN 2022

- That except for the said Apartment sold herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the above mentioned ESCAPE and its adjoining area including the terrace/roof and the unallotted areas shall remain the property of the DEVELOPERS and those shall be seized and deemed to be in the possession of the DEVELOPERS. The DEVELOPERS shall be entitled to any future exploitation of the same and the VENDEE(S) shall not raise any objection in this regard.
22. That the VENDEE(S) may get insurance of the contents lying in said Apartment at their own cost and expenses. The VENDEE(S) shall not keep any hazardous, explosive, inflammable Chemicals/material, etc., which may cause damage to the block building or any part thereof. The VENDEE(S) shall be liable for the same.
23. That the VENDEE(S) shall use the Said Apartment for purposes of residence only. However, if the VENDEE(S) use or permit use of the said Apartment for any purpose contrary to the permissible use, then in that event, the DEVELOPERS and /or Maintenance Agency and/ or the Association of the Apartments Owners shall be entitled to take action in accordance with law.
24. That the provisions of the Haryana Apartment Ownership Act, 1983, and other statutory laws, rules or guidelines, wherever applicable, will be observed and complied with. The VENDEE(S) expressly agree and undertake that he/she/they shall join the Association of Apartment Owners as and when the same is formed and he/she/they shall abide by the rules, regulations and guidelines of the Association as framed, amended or modified from time to time.

(SCHEDULE "A" referred above)
(Description of the property conveyed to the Vendee)

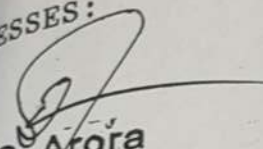
ALL that piece and parcel of TOWN HOUSE APARTMENT No. 002 (Duplex), on Ground and Upper Floor, Tower No. 01, having super area 2988 Sq. Ft. (277.59 Sq. Mtrs.) and terrace area 132 Sq. Ft., comprising of Drawing cum Dining Room, four Bedrooms with attached Toilets, Kitchen, Powder Room, Servant Room with Toilet, Lobby, Staircase, Balconies and Terrace in the said Group Housing, namely, ESCAPE, Sector-50, situated in the revenue estate of village Badshahpur, Tehsil and District Gurgaon (Haryana)

Attested
for Sub Registrar
Gurgaon

04 JAN 2022

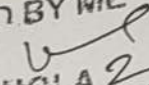
WITNESS WHEREOF, THE DEVELOPERS & LAND OWNERS THROUGH ABOVE
 AUTHORISED SIGNATORIES/CONSTITUTED ATTORNEY, SIGNED, SEALED
 EXECUTED THIS DEED AT GURGAON, ON THE DATE, MONTH & YEAR,
 SET ABOVE WRITTEN. MR. M.F. BURNEY IS ALSO AUTHORISED BY THE
 DEVELOPERS TO PRESENT AND ADMIT EXECUTION OF THIS DEED IN THE
 OFFICE OF SUB-REGISTRAR GURGAON.

WITNESSES:



S.C. Arora
 Advocate
 Civil Courts, Gurgaon

C.L. ARORA
 Advocate
 Dist. Courts, GURGAON

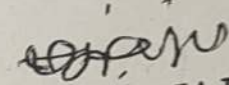
(1)

DRAFTED BY ME

ANIL SINGLA
 Advocate
 Gurgaon (Hr)


FOR UNITECH LIMITED &
 GENERAL ATTORNEY OF LAND OWNERS
 For UNITECH LIMITED

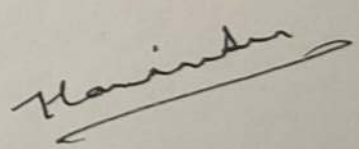

(M. F. BURNEY)
 Constituted Attorney
 (M.F. BURNEY)
 AUTHORISED SIGNATORY

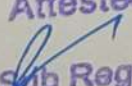
(2) FOR PIONEER URBAN LAND & INFRAS.LTD.


(MANIT JAJU)
 PRESIDENT
 (DEVELOPERS)

2.


 Suby Adv
 Adv Engg



Attested

 for Sub Registrar
 Gurgaon

04 JAN 2022