

# SHESH KUMAR TIWARI

ADVOCATE & SOLICITOR

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Dated 24.02.2022

To,

The DGM,  
State Bank of India,  
Overseas Branch,  
Jawahar Vyapar Bhawan,  
New Delhi.

REF. : Letter Ref. No.SBI/OBND/AMT-3/2021-22/430 dated 23.02.2022.

Sir,

Amendment has been made in Annexure-B of Title Investigation Report with Ref. No.SKT/SBI/OSB/20/9/29 Dated 21.09.2020 in respect of **Industrial unit built on piece of land measuring 8 bigha 3 biswa in Khata/Khatoni No.8/9, 3 Bigha 3 Biswa out of Khasra No.132/70/2 and 05 Bigha out of Khasra No.134/71/1, situated in Village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P., stands in the name of M/s. Himachal Energy Pvt. Ltd.** which was inadvertently mentioned Industrial unit built on piece of land measuring 8 bigha 3 biswa in Khata/Khatoni No.8/9, 1 Bigha 9 Biswa out of Khasra No.132/70/1 and 6 Bigha 14 Biswa out of Khasra No.134/71/1, situated in Village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P.

It is submitted accordingly.

  
(SHESH KUMAR TIWARI)  
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**CONTINUATION SHEET (As per Column No.8)**

**Annexure - B**

Flow of the titles, tracing out the title.

As per averments made in title documents, the flow of title is as follows.

On the pursuance of the record from the concerned Sub-Registrar, it is observed that Sh. Rameshwar Nath Tandon was the owner of Land measuring 21 Bigha 6 Biswa comprising out of Khata / Khatoni No.8/9, Khasra No.132/70 (measuring 9 Bigha 12 Biswa) and Khasra No.134/71 (measuring 11 Bigha 14 Biswa), situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. by virtue of revenue records duly maintained by the Office of Tehsildar Kasauli, H.P.

Thereafter Sh. Rameshwar Nath Tandon entered into an Agreement to Sell dated 06.07.2003 with M/s. Himachal Energy Pvt. Ltd. in respect of Land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P.

Thereafter M/s. Himachal Energy Pvt. Ltd. took permission to purchase the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. from Sh. Rameshwar Nath Tandon vide Permission Letter dated 20.10.2003 duly issued by Govt. of Himachal Pradesh.

Thereafter Sh. Rameshwar Nath Tandon sold & transferred the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. in favour of M/s. Himachal Energy Pvt. Ltd. by virtue of Sale Deed registered as document No.531, In Addl. Book No.I, Volume No.584, on Pages 13 to 18, on dated 06.11.2003, registered in the office of SR-Kasauli, H.P.

And further as there was an Error / Mistake / location hurdle in writing of Property detail in Sale Deed No.531, dated 06.11.2003 both the parties Sh. Rameshwar Nath Tandon & M/s. Himachal Energy Pvt. Ltd. & M/s. HPL Protection Technology Pvt. Ltd. agreed to exchange the land in parts.



And whereas M/s. Himachal Energy Pvt. Ltd. had obtained the permission from Govt. of Himachal to exchange the land vide their Letter dated 16.02.2004 and 25.06.2005 (Part-II of Permission Letter).

Thereafter Sh. Rameshwar Nath Tandon owner of 5 Bigha out of Khasra No.134/71/2 exchanged with M/s. Himachal Energy Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khasra No.132/70/2 exchanged 5 Bigha out of Khasra No.132/70/2/1 by virtue of Exchange Deed registered as Document No.455, In Addl. Book No.I, Volume No.660, on Pages 69 to 79, dated 30.06.2005, registered in the office of SR-Kasauli, H.P. **(As such Sh. Rameshwar Nath Tandon is now owner of 05 Bigha out of Khasra No.132/70/2/1 AND M/s. Himachal Energy Pvt. Ltd. became the owner of 05 Bigha out of Khasra No.134/71/2).**

And further M/s. HPL Protection Technology Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khata / Khatoni No.8/9, Khasra No.132/70 (1 Bigha 9 Biswa out of Khasra No.132/70/1) and Khasra No.134/71 (6 Bigha 14 Biswa out of Khasra No.134/71/1) exchanged 05 Bigha out of Khasra No.134/71/1 with M/s. Himachal Energy Pvt. Ltd. owner of 05 Bigha out of Khasra No.134/71/2 by virtue of Exchange Deed registered as Document No.461, In Addl. Book No.I, Volume No.661, on Pages 15 to 22, dated 30.06.2005, registered in the office of SR-Kasauli, H.P.

As such M/s. Himachal Energy Pvt. Ltd. became the absolute owner of Land measuring 8 Bigha 3 Biswa in Khata / Khatoni No.8/9, (3 Bigha 3 Biswa out of Khasra No.132/70/2) and (05 Bigha out of Khasra No.134/71/1), situated in village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. and got mutated the said captioned land in their name in the records.

Hence the said captioned property stands in the name of M/s. Himachal Energy Pvt. Ltd.

  
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## TITLE INVESTIGATION REPORT

REF. :- M/S. HIMACHAL ENERGY PVT. LTD.

PROPERTY : INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA/KHATONI NO.8/9, 3 BIGHA 3 BISWA OUT OF KHASRA NO.132/70/2 AND 05 BIGHA OUT OF KHASRA NO.134/71/1, SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASALI, DISTRICT SOLAN, H.P., STANDS IN THE NAME OF M/S. HIMACHAL ENERGY PVT. LTD.

## INDEX

SR. NO.	PARTICULARS
1.	Title Investigation Report alongwith Affidavit.
2.	Inspection Reciept.
3.	Certified Copy
4.	Jamabandi
5.	Bill

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REF.SKT/SBI/OSB/20/9/29

Dated 21.09.2020

To,

The DGM,  
State Bank of India,  
Overseas Branch,  
Jawahar Vyapar Bhawan,  
New Delhi.

## SUB: TITLE INVESTIGATION REPORT

1. (a)	Name of the Branch/BU seeking opinion.	The DGM, State Bank of India, Overseas Branch, Jawahar Vyapar Bhawan, New Delhi.
(b).	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per record.
(c)	Name and of borrower / mortgagor.	M/s. Himachal Energy Pvt. Ltd.
2. (a)	Name of the unit/concern/ company/person offering the property (ies) as security.	M/s. Himachal Energy Pvt. Ltd.
(b)	Constitution of the unit/ concern/person/body/authority offering the property for creation of mortgage.	Limited Company
(c).	State as to under what capacity is security offered (whether as joint applicant or borrower or guarantor, etc.)	Borrower



3.	Complete or full description of the immoveable property offered as security for creation of mortgage whether equitable / registered mortgage.	INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA/KHATONI NO.8/9, 3 BIGHA 3 BISWA OUT OF KHASRA NO.132/70/2 AND 05 BIGHA OUT OF KHASRA NO.134/71/1, SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASAUJI, DISTRICT SOLAN, H.P., STANDS IN THE NAME OF M/S. HIMACHAL ENERGY PVT. LTD.
(a)	Survey No.	N/A
(b)	Flat / Plot No. (In case of house property/khasra)	KHASRA NO.132/70/2 & 134/71/1
(c)	Extent/area including plinth built up area in case of house property.	AREA MEASURING 8 BIGHA 3 BISWA
(d)	Location like name of the place, village, city, registration, Sub-district etc.	INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA/KHATONI NO.8/9, 3 BIGHA 3 BISWA OUT OF KHASRA NO.132/70/2 AND 05 BIGHA OUT OF KHASRA NO.134/71/1, SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASAUJI, DISTRICT SOLAN, H.P., STANDS IN THE NAME OF M/S. HIMACHAL ENERGY PVT. LTD.
4.	<p>a)Particulars of the documents scrutinized-serially and chronologically.</p> <p>(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note :- Only originals or certified extracts from the registering/land/ revenue / other authorities be examined.</p>	<p>1. Photocopy of Sale Deed registered as document No.531, In Addl. Book No.I, Volume No.584, on Pages 13 to 18, on dated 06.11.2003, registered in the office of SR-Kasauli, H.P., duly executed by Sh. Rameshwar Nath Tondon in favour of M/s. Himachal Energy Pvt. Ltd.</p>



5.(a)	Whether certified copy of all title documents are obtained from the relevant Sub-Registrar office and compared with the documents made available by the proposed mortgagor.	Certified copy of Sale Deed registered on 06.11.2003 has been obtained.
(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
(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.	No.
(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 and if so whether such verification was made.	No.
7.(a)	Property offered as security falls within the jurisdiction of which SR-Office.	SR – Kasauli, H.P.





(b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar –general. If so, please name all such offices.	No
(c)	Whether search has been made at all the offices named at (b) above.	Yes.
(d)	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question.	No.
8.	Chain/Flow of 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 whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used).	Refer the separate sheets annexed as Annexure – B
9.	Nature of the title of the intending mortgagor over the property (Whether full ownership rights, Lease-hold rights, Occupancy/ Possessory rights or Inam holder or Govt. Grantee/Allottee etc.	Freehold Rights
10(a)	If leasehold, whether: a) Lease deed is duly stamped and registered, b) Lessee is permitted to mortgage the leasehold right. c) Duration of the lease/Unexpired period of lease.	N/A N/A N/A N/A



	<p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (If applicable).</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	<p>N/A.</p> <p>N/A</p> <p>N.A.</p>
11.	<p>If Govt Grant/Allotment/Lease-cum Sale agreement, whether:</p> <p>a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.</p> <p>b) The mortgagor is competent to create charge on such property.</p> <p>c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.</p>	<p>N/A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
12.	<p>If occupancy right, whether;</p> <p>a) Such right is heritable and transferable,</p> <p>b) Mortgage can be created.</p>	<p>Yes</p> <p>Yes</p>
13.	<p>Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible-the modalities/procedure to be followed and the reasons for coming to such conclusion.</p>	<p>There are no Minor interest whatsoever.</p>
14.	<p>If the property has been transferred by way of Gift/Settlement Deed, Whether;</p> <p>a) The Gift/Settlement Deed is duly stamped and registered.</p> <p>b) The Gift/Settlement Deed has been attested by two witnesses.</p> <p>c) The Gift/Settlement Deed transfers the property to Donee.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>



	<p>d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions;</p> <p>e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.</p> <p>f) Whether the Donee is in possession of the gifted property;</p> <p>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;</p> <p>h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
15.	<p>a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the procedure to be followed to create a valid and enforceable mortgage.</p> <p>b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>d) In respect of partition by a decree of court, whether such decree has become final and all other condition/ formalities are completed;</p> <p>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.</p>	<p>N/A.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>





16.	<p>Whether the title documents include any testamentary documents/wills</p> <p>a) In case of Wills, whether the Will is registered Will or unregistered Will.</p> <p>b) Whether Will in matter needs a mandatory probate and if so whether the same is probated by a competent court.</p> <p>c) Whether the property has been mutated on basis of Will.</p> <p>d) Whether the original Will is available.</p> <p>e) Whether the original death certificate of the testator is available.</p> <p>f) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator.</p> <p>( Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/validity of the Will, all parties have acted on Will, availability of Mother/Original title deeds are to be explained)</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
17.	<p>a) Whether the property is subject to any wakf rights;</p> <p>b) Whether the property belongs to church/temple or any religious/other institution having any restriction in creation of any charge on such properties;</p> <p>c) Precaution/permission, if any in respect of the above cases for creation of mortgage.</p>	<p>No.</p> <p>N/A</p> <p>N/A</p>
18.	<p>a) Whether the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the major coparceners have no objection/join in execution. Minor's share if any, rights of female members etc.</p>	<p>No.</p>



22	<p>a) Whether the property is subject to any pending or proposed land acquisition proceedings;</p> <p>b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.</p>	<p>No.</p> <p>No</p>
23.	<p>a) Whether the property is involved in or subject matter of any litigation which is pending or concluded;</p> <p>b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement;</p> <p>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.</p>	<p>No</p> <p>N.A.</p> <p>N.A.</p>
24.	<p>a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.</p> <p>b) Property belonging to partners, whether thrown on hotchpots; whether formalities for the same have been completed;</p> <p>c) Whether the person creating mortgage has authority to create mortgage for and on behalf of the firm.</p>	<p>N/A.</p> <p>N/A</p> <p>N/A</p>
25.(a)	Whether the property belongs to a limited company, check the borrowing powers, BOD 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.	Yes, the property belongs to Limited Company.



(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.	No
(ii)	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	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.	No.
(iv)	If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied? Yes/No	No.
26.	In case of societies, Association, the required authority/power to borrow and whether the mortgage can be created and the requisite resolution, bye-laws.	N/A
27.	a) Whether any POA is involved in the chain of title; 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 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 POA holder, please clarify whether the POA involved is:	N/A N/A N/A





(1) executed by the Builder viz. Companies/Firms/Individual or Proprietary concerns in favour of their Partners/Employees/Auth. Repr. to sign Flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or,	N/A
(2) Other type of POA (Common POA)	N/A
d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N/A
e) In case of Common POA, Please clarify the following clause in respect of POA:-	N/A
i. Whether the original POA is verified and the title investigation is done on basis of original POA;	N/A
ii. Whether the POA is 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 the POA.	N/A
h) The unequivocal opinion on the enforceability and validity of POA.	



28.	Whether mortgage is being created by a POA holder, check genuineness of 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.	No.
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-</p> <p>a) Promoter's /Land owner's title to the land/building.</p> <p>b) Development Agreement/Power of Attorney.</p> <p>c) Extent of authority of the Developer/Builder.</p> <p>d) Independent title verification of the Land and/or building in question.</p> <p>e) Agreement for Sale (duly registered)</p> <p>f) Payment of proper stamp duty.</p> <p>g) Requirement of registration sale agreement, development agreement POA etc.</p> <p>h) Approval of Building plan, permission of appropriate/local authority etc.</p> <p>i) Conveyance in favour of Society/ Condominium concerned.</p> <p>j) Occupancy Certificate/Allotment letter/ Letter of possession.</p> <p>k) Membership details in the society etc.</p> <p>l) Share Certificates.</p> <p>m) No Objection Letter from society.</p> <p>n) All legal requirements under the local/ municipal laws regarding ownership of flats/ apartments/ buildings regulations, development Control Regulations, Co-operative Societies Laws etc.</p> <p>o) Requirement for noting the Bank's charge on the records of Housing Society, if any.</p>	<p>It is an Industrial Property.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>



	<p>p) If the property is vacant land and construction is yet to be made, approval of lay out and other precautions, if any.</p> <p>q) Whether numbering pattern of the units/flats tally in all documents such as approved / agreement plan, etc.</p>	<p>N/A</p> <p>N/A</p>
30.	Encumbrance, attachments, and/or claims whether of Government, Central or State or Other local authorities or Third party claims, Liens etc, and details thereof.	The said property is already mortgaged with State Bank of India, Overseas Branch, New Delhi.
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Search of Index/Peshi Register has been carried out from 1991 to 17.09.2020 in the SR-Kasauli, H.P.
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.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/obtained.</p>	<p>N/A.</p> <p>The Act provide that NOC of IT Department is to be obtained before creating charge on the immovable property, therefore it is advised that either NOC of Income Tax Department be taken or the affidavit/undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the IT Department to the borrower (individual/ company/ firm) before creating charge qua the property referred above, nor any attachment proceeding of IT Department are pending at present with respect to the property mortgaged with the bank.</p>





34.	Details of RTC extracts/Mutation extracts/Khata extracts pertaining to the property in question.	N/A.
35.	Whether the name of mortgagor is reflected as owner in revenue/Municipal/ Village records.	Yes
36.	<p>a) Whether the property offered as security is clearly demarcated;</p> <p>b) Whether the demarcation/partition of property is legally valid;</p> <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>	<p>Yes.</p> <p>Yes</p> <p>Yes</p> <p>N/A</p>
37.	<p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny;</p> <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>Yes.</p> <p>Yes.</p> <p>Yes.</p> <p>Yes.</p>
38.	In respect of the boundaries of the property, whether there is a difference/ discrepancies in any of the title documents or any other documents or the actual current boundary; If so please elaborate/comment on the same.	As per valuation report.



39.	If the valuation report and/or approved/sanctioned plans are not 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.	Yes, Approved Sanctioned Building Plan.
40.	Any bar/restriction for creation of mortgage under any local or Special enactments, details of proper registration of documents, payment of proper stamp duty etc.	N/A.
41.(a)	Whether the bank will be able to enforce SARFASI Act, if required against the property offered as security;	Yes, The Securitization and Reconstruction of Financial Assets And Enforcement of Security Interest Act 2002 is applicable on the property in question.
(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 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 person) permit creation of mortgage and additional precaution, if any to be taken in such cases.	Yes.
44.	Additional aspect relevant for investigation of title as per local laws.	None.
45.	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	No



46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	M/s. Himachal Energy Pvt. Ltd.
47.(a)	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	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 is 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 promoter in the website of Real Estate Regulatory Authority?	N/A

Note:- In case separate sheets are required, the same may be signed and annexed.

  
**SHESH KUMAR TIWARI**  
**ADVOCATE & SOLICITOR**





**CONTINUATION SHEET (As per Column No.8)**

**Annexure - B**

Flow of the titles, tracing out the title.

As per averments made in title documents, the flow of title is as follows.

On the pursuance of the record from the concerned Sub-Registrar, it is observed that Sh. Rameshwar Nath Tandon was the owner of Land measuring 21 Bigha 6 Biswa comprising out of Khata / Khatoni No.8/9, Khasra No.132/70 (measuring 9 Bigha 12 Biswa) and Khasra No.134/71 (measuring 11 Bigha 14 Biswa), situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. by virtue of revenue records duly maintained by the Office of Tehsildar Kasauli, H.P.

Thereafter Sh. Rameshwar Nath Tandon entered into an Agreement to Sell dated 06.07.2003 with M/s. Himachal Energy Pvt. Ltd. in respect of Land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P.

Thereafter M/s. Himachal Energy Pvt. Ltd. took permission to purchase the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. from Sh. Rameshwar Nath Tandon vide Permission Letter dated 20.10.2003 duly issued by Govt. of Himachal Pradesh.

Thereafter Sh. Rameshwar Nath Tandon sold & transferred the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. in favour of M/s. Himachal Energy Pvt. Ltd. by virtue of Sale Deed registered as document No.531, In Addl. Book No.I, Volume No.584, on Pages 13 to 18, on dated 06.11.2003, registered in the office of SR-Kasauli, H.P.

And further as there was an Error / Mistake / location hurdle in writing of Property detail in Sale Deed No.531, dated 06.11.2003 both the parties Sh. Rameshwar Nath Tandon & M/s. Himachal Energy Pvt. Ltd. & M/s. HPL Protection Technology Pvt. Ltd. agreed to exchange the land in parts.

And whereas M/s. Himachal Energy Pvt. Ltd. had obtained the permission from Govt. of Himachal to exchange the land vide their Letter dated 16.02.2004 and 25.06.2005 (Part-II of Permission Letter).



Thereafter Sh. Rameshwar Nath Tandon owner of 5 Bigha out of Khasra No.134/71/2 exchanged with M/s. Himachal Energy Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khasra No.132/70/2 exchanged 5 Bigha out of Khasra No.132/70/2/1 by virtue of Exchange Deed registered as Document No.455, In Addl. Book No.I, Volume No.660, on Pages 69 to 79, dated 30.06.2005, registered in the office of SR-Kasauli, H.P. **(As such Sh. Rameshwar Nath Tandon is now owner of 05 Bigha out of Khasra No.132/70/2/1 AND M/s. Himachal Energy Pvt. Ltd. became the owner of 05 Bigha out of Khasra No.134/71/2).**

And further M/s. HPL Protection Technology Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khata / Khatoni No.8/9, Khasra No.132/70 (1 Bigha 9 Biswa out of Khasra No.132/70/1) and Khasra No.134/71 (6 Bigha 14 Biswa out of Khasra No.134/71/1) exchanged 05 Bigha out of Khasra No.134/71/1 with M/s. Himachal Energy Pvt. Ltd. owner of 05 Bigha out of Khasra No.134/71/2 by virtue of Exchange Deed registered as Document No.461, In Addl. Book No.I, Volume No.661, on Pages 15 to 22, dated 30.06.2005, registered in the office of SR-Kasauli, H.P.

As such M/s. Himachal Energy Pvt. Ltd. became the absolute owner of Land measuring 8 Bigha 3 Biswa in Khata / Khatoni No.8/9, (3 Bigha 3 Biswa out of Khasra No.132/70/2) and (05 Bigha out of Khasra No.134/71/1), situated in village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. and got mutated the said captioned land in their name in the records.

Hence the said captioned property stands in the name of M/s. Himachal Energy Pvt. Ltd.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR



## CERTIFICATE OF TITLE

## ANNEXURE C

1. I have examined the original Title Deeds to be deposited with the bank relating to the schedule property and being offered as security by way of Equitable Mortgage by deposit of title deeds and that the documents of title referred to in the opinion are valid evidence of right, title and interest and that if the said equitable mortgage is created, it will satisfy the requirements of creation of equitable mortgage by deposit of the title deed and I further certify that:-
2. I have examined the documents in detail, taking into account all the Guidelines in the Check List vide Annexure B and other relevant factors.
3. I confirm having made a search in the Sub-Registrar office for the period from 1991 to 17.09.2020. I do not find anything adverse as per available records made available to me except **State Bank of India, Overseas Branch, New Delhi**, which would prevent the title holders from creating a valid mortgage. I am liable/responsible, if any loss is caused to the bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are prior equitable mortgage/charge/encumbrance whatsoever, as could be seen from the record available at the office of Sub-Registrar pertaining to the immovable property. The property is free from registered encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. There is/are no Minor(s) and/or his/her/their interest in the said property.





8. The mortgage created, will be available to the bank for the liability of the proposed Borrower.
9. I certify that **M/s. Himachal Energy Pvt. Ltd.** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
11. It is certified that the property is SARFAESI compliant.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR



**In case of creation of equitable mortgage by deposit of title deeds, the deposit of following title deeds and documents would create a valid and enforceable equitable mortgage which is already on bank record.**

1. Khatoni / Jamabandi reflecting / showing Sh. Rameshwar Nath Tandon as recorded owner.
2. Original Agreement to Sell Dated 06.07.2003.
3. Permission Letter dated 20.10.2003 duly issued by Govt. of Himachal Pradesh.
4. Original Sale Deed registered as document No.531, In Addl. Book No.I, Volume No.584, on Pages 13 to 18, on dated 06.11.2003, registered in the office of SR-Kasauli, H.P. duly executed by Sh. Rameshwar Nath Tandon in favour of M/s. Himachal Energy Pvt. Ltd.
5. Permission Letter for exchange of Land dated 16.02.2004 and 25.06.2004 duly issued by Govt. of Himachal.
6. Original Exchange Deed registered as Document No.455, In Addl. Book No.I, Volume No.660, on Pages 69 to 79, dated 30.06.2005, registered in the office of SR-Kasauli, H.P. duly executed between Sh. Rameshwar Nath Tandon and M/s. Himachal Energy Pvt. Ltd.
7. Original Exchange Deed registered as Document No.461, In Addl. Book No.I, Volume No.661, on Pages 15 to 22, dated 30.06.2005, registered in the office of SR-Kasauli, H.P. duly executed between M/s. HPL Protection Technology Pvt. Ltd. and M/s. Himachal Energy Pvt. Ltd.
8. Affidavit.

There are no legal impediments for creation of equitable mortgage under any applicable laws/rules in force and the property is free from registered encumbrances and can be validly equitable mortgage with the bank by deposit of above-mentioned documents.



### SCHEDULE OF THE PROPERTY/IES

INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA/KHATONI NO.8/9, 3 BIGHA 3 BISWA OUT OF KHASRA NO.132/70/2 AND 05 BIGHA OUT OF KHASRA NO.134/71/1, SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASAUJI, DISTRICT SOLAN, H.P., STANDS IN THE NAME OF M/S. HIMACHAL ENERGY PVT. LTD., H.P. AND BOUNDED AS UNDER:-

East :- As per valuation report.  
West :- As per valuation report.  
North :- As per valuation report.  
South :- As per valuation report.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR





### AFFIDAVIT

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_  
director of **M/S. Himachal Energy Pvt. Ltd.**, do hereby solemnly affirm and declare as under:-

1. That **M/S. Himachal Energy Pvt. Ltd.** is the absolute & legal owner in possession **INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA / KHATONI NO.8/9, (1 BIGHA 9 BISWA OUT OF KHASRA NO.132/70/1) AND (6 BIGHA 14 BISWA OUT OF KHASRA NO.134/71/1), SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASAUJI, DISTRICT SOLAN, H.P.**
2. That I declare and confirm that I neither entered into any agreement to sell nor have executed any Irrevocable General power of Attorney for valuable consideration in respect of the property under reference.
3. That I undertake not to alienate, sub-divide, transfer, part-with, dispose of the actual Physical possession of the property under reference during the continuance of the Loan, without the written consent of the Bank i.e. **State Bank of India.**
4. That I agree to indemnified for all losses, damages etc. sustained by the bank if my title, in respect of the property under the Banks Lien if it is found to be defective and make sort of any payment to the bank on the said property by any concerned authorities.

5. That the said property is in our possession and we have not rented /leased out the same or any part thereof or permitted anybody to use the same and the same is in my exclusive possession.
6. That there is no charge or encumbrance whatsoever on the aforesaid property and no person whosoever has any right, title or interest thereupon the same is not subjected to any court dispute or matter of injunction or decree or attachment or restrain orders passed by any court of law or any tribunal .No charge has been created in favour of any authority under any law for the time being in force and the same is free from all encumbrances.
7. That said property is not subjected to any tax liability or penalty under any law for the time being in force and there is no demand ever created by any concerned authority nor the said property has been acquired by any authority under any law for the time being in force.
8. That I undertake not to sell nor gift, transfer, part with possession of the property or any part thereof with or without consideration till the adjustment of the entire dues including interest, costs, and expenses etc. of **State Bank of India**.
9. That the document (s) of title deposited by me with the bank are only written document of the title in relation to the said property to the best of my knowledge and the said documents are in our possession.

10. That I declare and undertake that in case any demand of liability, taxes etc. in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me.
11. That I undertake that the said property will not be sold /rented out /leased out /assigned during the currency of Bank advance to our self.
12. That I undertake to keep the above property comprehensively insured during the currency of the bank advance to myself.
13. That the said property has been purchased by me out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.
16. That I have delivered and deposited the title deeds of the aforesaid property with **State Bank of India**, ....., as security for the credit facilities provided and/or to be provided to **State Bank of India**, .....



17. That I undertake that I shall not part with the possession of the aforesaid property or shall not deal with the property in the manner affecting the interest of the bank. Without the prior consent in writing of **State Bank of India, .....**
18. That in case of default in repayment, we will be having no objection if bank takes possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there.
19. That the Deponent shall abide by the all the condition of the bank till whole of the loan amount is paid with interest and penalties etc. if any.

**DEPONENT**

**VERIFICATION :**

Verified at Delhi, on this -----day of ----- 2020.

I, the above named deponent, do hereby verify that the contents of the above affidavit/ undertaking are correct and true to my knowledge and belief. Nothing stated therein is false and nothing material has been concealed therein is false and nothing material has been concealed there from.

**DEPONENT**

# **SHESH KUMAR TIWARI**

**ADVOCATE & SOLICITOR**

Delhi High Court & Supreme Court of India  
Ch. No.190, Civil Wing, Tis Hazari Court, Delhi-110054  
Mobile No.9910950435  
E-mail: [shesh.advocate@gmail.com](mailto:shesh.advocate@gmail.com)

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## **TITLE INVESTIGATION REPORT**

**REF. :- M/S. HIMACHAL ENERGY PVT. LTD.**

**PROPERTY :** INDUSTRIAL UNIT BUILT ON PIECE OF LAND MEASURING 8 BIGHA 3 BISWA IN KHATA / KHATONI NO.8/9, (1 BIGHA 9 BISWA OUT OF KHASRA NO.132/70/1) AND (6 BIGHA 14 BISWA OUT OF KHASRA NO.134/71/1), SITUATED IN VILLAGE SHEVLA, PARGANA BASAL, TEHSIL KASAULI, DISTRICT SOLAN, H.P. (At present Khewat No.13, Khatoni No.14, Khasra No.42 to 55 stands in the name of Himachal Energy Pvt. Ltd.)

## **INDEX**

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>1.</b>	<b>Title Investigation Report alongwith Affidavit.</b>
<b>2.</b>	<b>Inspection Reciept.</b>
<b>3.</b>	<b>Certified Copy</b>
<b>4.</b>	<b>Jamabandi</b>
<b>5.</b>	<b>Bill</b>

  
**(SHESH KUMAR TIWARI)**  
**ADVOCATE & SOLICITOR**



Page 1 of 28

2<sup>nd</sup> deed  
 1<sup>st</sup> Seller RNT  
 2<sup>nd</sup> Buyer HEPL  
 Kh. NO. 132/70/2 ✓  
 Area ~~8.3~~ 8.3.  
 Prim. Kh. No 132/70

55  
 30/06/2005  
 RNT HEPL  
 Incoming Kh. No 134/71/2 ✓  
 5 Bigha  
 outgoing Kh. No ~~132/70/2~~ 132/70/2/1 ✓

Remaining →  
 132/70/2 - 3.3 ✓  
 134/71/2 - 5.0 ✓  
 8.3

HPL HEPL  
 6/2005  
 Remaining  
 Inc. Kh. NO 134/71/1/2 - 3.3  
 ofg Kh. NO 132/70/2/2 ✓  
 132/70/2 -  
 134/71/2  
 134/71/1/2

→ 132/70/1 ✓ 1.9 ✓  
 134/71/1 ✓ 6.14 ✓  
 8.3 ✓

2<sup>nd</sup> deed  
 532 dt.  
 14/2003



Flow of the titles, tracing out the title.

As per averments made in title documents, the flow of title is as follows.

On the pursuance of the record from the concerned Sub-Registrar, it is observed that Sh. Rameshwar Nath Tandon was the owner of Land measuring 21 Bigha 6 Biswa comprising out of Khata / Khatoni No.8/9, Khasra No.132/70 (measuring 9 Bigha 12 Biswa) and Khasra No.134/71 (measuring 11 Bigha 14 Biswa), situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. by virtue of revenue records duly maintained by the Office of Tehsildar Kasauli, H.P.

Thereafter Sh. Rameshwar Nath Tandon entered into an Agreement to Sell dated 06.07.2003 with M/s. Himachal Energy Pvt. Ltd. in respect of Land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P.

Thereafter M/s. Himachal Energy Pvt. Ltd. took permission to purchase the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. from Sh. Rameshwar Nath Tandon vide Permission Letter dated 20.10.2003 duly issued by Govt. of Himachal Pradesh.

Thereafter Sh. Rameshwar Nath Tandon sold & transferred the said captioned land measuring 8 Bigha 3 Biswa out of Khasra No.132/70, situated in the village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. in favour of M/s. Himachal Energy Pvt. Ltd. by virtue of Sale Deed registered as document No.531, In Addl. Book No.I, Volume No.584, on Pages 13 to 18, on dated 06.11.2003, registered in the office of SR-Kasauli, H.P.

And further as there was an Error / Mistake / location hurdle in writing of Property detail in Sale Deed No.531, dated 06.11.2003 both the parties Sh. Rameshwar Nath Tandon & M/s. Himachal Energy Pvt. Ltd. & M/s. HPL Protection Technology Pvt. Ltd. agreed to exchange the land in parts.

And whereas M/s. Himachal Energy Pvt. Ltd. had obtained the permission from Govt. of Himachal to exchange the land vide their Letter dated 16.02.2004 and 25.06.2005 (Part-II of Permission Letter).

SHESHA KUMAR TIWARI

Thereafter Sh. Rameshwar Nath Tandon owner of 5 Bigha out of Khasra No.134/71/2 exchanged with M/s. Himachal Energy Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khasra No.132/70/2 exchanged 5 Bigha out of Khasra No.132/70/2/1 by virtue of Exchange Deed registered as Document No.455, In Addl. Book No.I, Volume No.660, on Pages 69 to 79, dated 30.06.2005, registered in the office of SR-Kasauli, H.P.

And further M/s. HPL Protection Technology Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khata / Khatoni No.8/9, Khasra No.132/70 (1 Bigha 9 Biswa out of Khasra No.132/70/1) and Khasra No.134/71 (6 Bigha 14 Biswa out of Khasra No.134/71/1) exchanged with M/s. Himachal Energy Pvt. Ltd. owner of 8 Bigha 3 Biswa out of Khasra No.132/70/2 by virtue of Exchange Deed registered as Document No.461, In Addl. Book No.I, Volume No.661, on Pages 15 to 22, dated 30.06.2005, registered in the office of SR-Kasauli, H.P.

As such M/s. Himachal Energy Pvt. Ltd. became the absolute owner of Land measuring 8 Bigha 3 Biswa in Khata / Khatoni No.8/9, (1 Bigha 9 Biswa out of Khasra No.132/70/1) and (6 Bigha 14 Biswa out of Khasra No.134/71/1), situated in village Shevla, Pargana Basal, Tehsil Kasauli, District Solan, H.P. and got mutated the said captioned land in their name in the records. (As per revenue record, presently Khewat No. is 13, Khatoni No.14, Khasra No. 42 to 55 and is in the name of Himachal Energy Pvt. Ltd.)

Hence the said captioned property stands in the name of M/s. Himachal Energy Pvt. Ltd.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR





Deed 31 6/01/2003 Seller RNT Buyer HEPL Kh. NO. 132/70/2 Area ~~8.3~~ 8.3. Joint Kh. No 132/70

155 30/06/2005 RNT HEPL Incoming Kh. No 134/71/2 5 Bigha outgoing Kh. No ~~132/70/2/1~~

Remaining →  
 132/70/2 - 3.3  
 134/71/2 - 5.0  
8.3

HPL HEPL 5/6/2005 Remaining Inc. Kh. NO 134/71/1/2 - 3.3 ofg Kh. NO 132/70/2/2  
 132/70/2 -  
 134/71/2  
 134/71/1/2

PL → 132/70/1 - 1.9  
 134/71/1 - 6.14  
8.3  
 all deed 532 dt. 6/8/2003



Rameshwar Nath Tandon.

21 Bigha  
6 Biswa.

Khata/Khatoni  
8/9.

Khata No.  
132/70

(9 Bigha  
12 Biswa)

5

134/71

(11 Bigha  
14 Biswa)

8 Bigha  
3 Biswa.

(Sale Deed  
No-531)

132/70/2.

(Himachal Energy  
Pvt. Ltd.)

Rameshwar.

05 Bigha.

132/70/2/1

Rameshwar.

HEL.

3 - ]  
3 - ]  
5 Bigha →

132/70/2.  
134/71/2. ] HEL.

HPL.

HEL.

(1) ] ⇒ 132/70/1  
(9) ]  
6 ] ⇒ 134/71/1  
14 ]  
↓

3 ] ⇒ 134/71/1/2.  
3 ]

8 Bigha  
3 Biswa.



03CC 032327

Sale consideration : Stamp worth : Land Value : line 84  
 31,54,050/- 3,78,600/- 38700/- Words 840  
 Stamps sheet 24 = 20,000/- Eighteen; 15,000/- One;  
 1,000/- Three; 500/- One; 100/- One

#### Sale Deed

THIS INDENTURE OF SALE IS MADE AT KASALI on 6th November 2003 between Mr. Rameshwar Nath Tandon, Age years S/o Shri Sant Tandon, Tandon Hospital, Chowk Arya Samaj, Patiala - 147001, R/o 2 Yadindra Colony, The Mall, Patiala, hereinafter called the Vendor/Seller (which expression shall include his legal heirs, assigns, attorneys, successors, executors, representatives, administrators etc).

#### AND

Himachal Energy Pvt. Ltd. having its office at 1/21, Asaf Ali Road, New Delhi - 110002 through its Director Shri Rishi Seth S/o Lalit Seth, R/o 35 Sunder Nagar, New Delhi - 110003 hereinafter called the Purchaser/Vendee (which expression shall include his legal heirs, assigns, attorneys, successors, executors, representatives, administrators etc).

The expression 'Seller and Purchaser' shall always be deemed to include their respective heirs, attorneys, successors, executors representatives, administrators assigns, etc.

*Rishi Seth*

*Rameshwar Nath Tandon*

6/11/03

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Handwritten signature

6-11-03

Handwritten signature

Handwritten signature

Assistant Treasurer

Handwritten signature

(Signature)

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature





00CC 606217

NOW THIS SALE DEED WITNESS AS UNDER

WHEREAS the vendor is the sole legal, absolute and recorded owner of the land Kh./Kh. 8/9, Khasra No. 132/70 measuring 9-12 bigas and Khasra No. 134/71 measuring 11-14 bigas (totaling Khas 2 Measuring 21-6 bigas), situated in village Shavela, Pargana Basal, Tehsil Kasauli, Distt. Solan, H.P as per the copy of Jamabandi for the year 2000-2001 duly issued by the Patwari Vasal on dated 5-11-2003 vide report No.243 which is attached herewith.

WHEREAS the Vendor / Seller had agreed to sell and the Vendee / Purchaser had agreed to purchase from the above land Khasra No. 132/70/2 measuring 08-03 bighas as per tatima attached herewith and had entered into an Agreement to Sell on 6<sup>th</sup> July 2003 on agreed terms, conditions and consideration.

As per the terms of the Agreement to Sell dated 6<sup>th</sup> July 2003, the vendee is now competent to purchase the property under Sale Deed as he has been permitted by Himachal Pradesh Government vide their permission letter No. Rev. B-F-(10)-308/2003 dated 20.10.2003 to purchase the land. The condition copy of the permission is enclosed herewith.

WHEREAS the Seller has agreed to sell and the purchaser has agreed to Purchase 8-3 bigas (of the above said land measuring 21-6 bigas)

*Kishor*

*Purmanand*

6/11/03

*[Signature]*

*[Signature]*  
6/11/03

*[Signature]*  
6/11/03

*[Signature]*  
6/11/03

*[Signature]*  
6/11/03

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6/11/03

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*[Signature]*

*[Signature]*  
6/11/03

*[Signature]*  
6/11/03





00CC 606250

falling in Khasra No. 132/70 for a total Sale consideration of Rs. 31,54,050/- (Rs. Thirty One Lac Fifty Four Thousand Fifty only). On the south side immediately next to the land, the Cosmos Factory is situated. That under Agreement to Sell dated 6<sup>th</sup> July 2003 vender had already received Rs.14,19,361.25 towards advance and is being paid the balance amount Rs.17,34,688.75 (Rupees Seventeen Lacs Thirty Four Thousand Six Hundred Eighty Eight and paise Seventy Five Only) vide bank Draft No. L. 2. 9. 6. 7..... issued by Global Trust Bank dated 5<sup>th</sup> November 2003 and drawn on Corporation Bank, Patiala at the time of execution of this Sale Deed towards full and final sale consideration of Rs. 31,54,050. The Purchaser has therefore paid to the seller today the total consideration amount mentioned above and now nothing is due towards the purchase of the above said land to be paid to the seller.

The seller acknowledges and confirms the receipt of the entire consideration amount of Rs. 31,54,050/- (Rs. Thirty one Lacs Fifty Four Thousand Fifty only) against the sale of the above 8-3 bigas of land.

That the Vendor/Seller who is the absolute owner and in exclusive possession of the above referred land do hereby sell, convey, assigns, assure and transfer the above mentioned land of 8-3 bigas situated in Khasra No. 132/70 situated in village situated in village Shavela.

*Rishabh*

*Raminder*



6/11/03

Letter dated from the U.S.

*[Signature]*

Assistant Treasurer  
Sub-Treasurer Kenneth

*[Signature]*

CH

228  
24

Receipt 20703



00CC 606249

Pargana Basal, Tehsil Kasauli, Distt. Solan, H.P. along with all rights, title, interests, path leading to the said land, air, light, water with ancient rights, common privileges, liberty etc. and all sorts of other easementary rights whosoever of the vendor into and upon the said land hereby transferred unto the Vendee absolutely and forever. To hold posses and enjoy the same into the use of the Vendee/his legal heirs, successors and assigns etc., absolutely and forever without any hindrance, interference by the Vendor or by any other person/persons claiming through or under his/her.

That the vacant, actual and physical peaceful possession of the above referred property under sale along with all right, title and interest have been handed over to the Vendee on the spot by the Vendor. All expenses of the registration & stamps duty shall be borne by the purchaser.

The Vendor confirms that he is the sole, absolute, legal and rightful owner of the land mentioned above and the land is free from all encumbrances, charges lien, dispute, mortgage to any government bodies / institutions, bank or individuals and is not subject matter of any legal disputes. The first party further undertakes that he has absolute right to dispose off the above land and further undertakes to indemnify

*Rishabh*

*Rishabh*



6/11/03

Sub-Treasurer

Handwritten signature

Sub-Treasurer

Assistant Treasurer

Handwritten signature

CM

228  
24

287<sup>03</sup>





✓

6/11/03

TO: [illegible]  
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Rishaleth

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*Rishabh*

*Ramchandra*

*प्राप्ति*

6/11/07

दिनांक (दि.प्र.)



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Rishabh

प्रमाणित

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6/11/03





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सर्वोच्च न्यायालय

द्वारा कलकत्ता, बिना कोचन (दि.)

6/11/03





00CC 606239

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Rishabh

Ramachandran

पञ्जाब

(पञ्जाब प्रशासन, विभाग प्रशासन (प. ११))

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पञ्जीयन

दधीन दधीन, विना दधीन (दधीन)

6/11/03





00CC 606236

*Handwritten signature: Akshay Kumar*

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*Handwritten signature: P. J. Singh*

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Attest & certify

प्रमाणित

Kishore

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Rishabh  
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*Allen & Co. Ltd.*

*Rushleth*

*पुष्पेंद्र प्रसाद*

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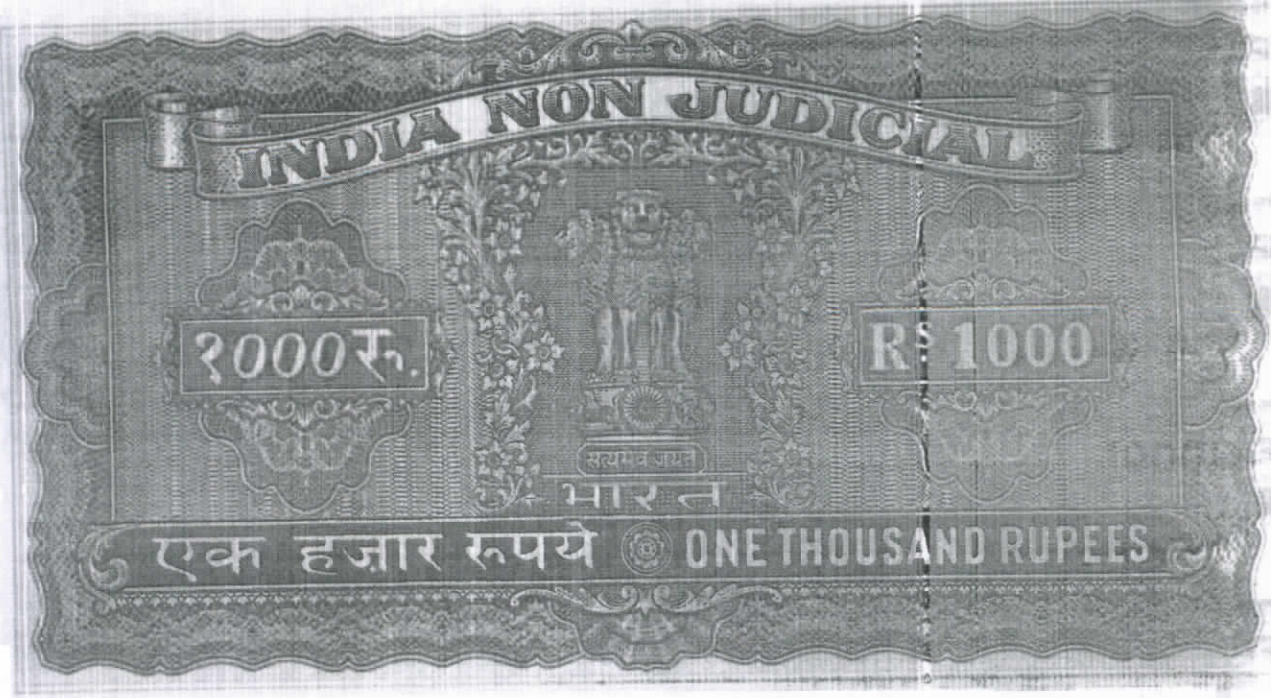
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1000Rs.



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6111103

500Rs.



Amal Kumar  
S. S.

Amal Kumar

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रमेश कलानी, जिला नोबल सि. प्र.  
6/11/03





Also with  
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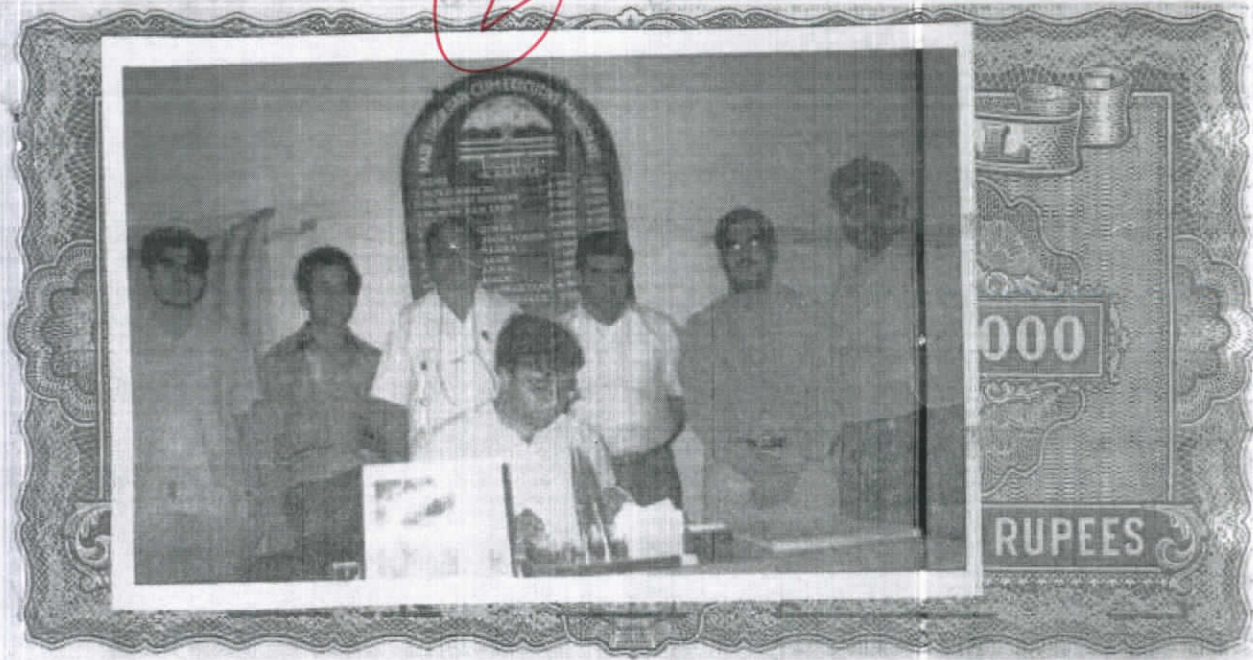
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किमत भूमि जस्टाम्प किताजस्टाम्प सतरे 860  
 1,83,990/- 14,800/- 10 हकफ 86  
 :- 5,000/- दो, 1,000/- चार, 500/- एक, 100/- तीन  
 रकबा :- पाँच बीघा

/ विनिमय विलेख--तबादला नामा /

यह कि विनिमय विलेख-तबादलानामा विलेख आज  
 दिनांक:- 30 जून सन 2005 को श्री रामेश्वर नाथ टण्डन उमर  
 48 साल पुत्र श्री सन्त टण्डन, निवासी हौसपिटल चौक आर्य  
 सामाज पटियाला/ जिसे पहला पक्ष कहा गया है / प्रथम पक्ष  
 तथा मैसर्ज हिमाचल ऐनरजी प्रा० लि० बजरीया इसके डाइरेक्टर  
 श्री पूर्वीन उन्नीया पुत्र श्री श्रीम तैम निवासी 35  
 सुन्दर नगर नई दिल्ली / जिसे इसके उपरान्त द्वितीय पक्ष कहा  
 गया है ।

यह कि प्रथम पक्ष भूमि खेवट/खतौनी न० 8/9  
 खसरा न० <sup>RNT</sup> 134/71/2 रकबा तदादी पाँच बीघा वाक्या मौजा  
 शेवला तहसील कसौली, जिला सोलन हिप्र० का वाहिद मालिक  
 तथा काबिज है और तथा द्वितीय पक्ष भूमि खसरा न०  
 132/70/2 रकबा तदादी 08 बीघा व 03 बिस्वा वाक्या शेवला  
 परगना बासल, तहसील कसौली जिला सोलन हिप्र० के वाहिद







मालिक तथा काबिज है, उपरोक्त अराजी को <sup>Sale</sup>द्वितीय पक्ष ने प्रथम पक्ष से ही बजरीया वसीका बैयनामा नम्बर 531 तारीख पंजीकरण 6-11-2003 कार्यालय उप-पंजीकार कसौली द्वारा ही खरीद किया है, जिसका इन्दाज कागजात माल में अमल करवा दिया है, जैसा कि नकल जमाबन्दी साल 2000-2001 में दर्शाया गया सलखै है, जिसको खरीद करने की इजाजत हिमाचल प्रदेश सरकार से द्वितीय पक्ष ने बाबत औद्योगिक इकाई स्थापित करने हेतु प्राप्त की है। इसका इन्दाज भी कागजात माल में अमल हो चुका है, परन्तु उपरोक्त अराजी के नम्बर गलत हो जाने के कारण दोनों पक्ष आपस में तबादला करना चाहते हैं अतः प्रथम पक्ष अपनी भूमि खसरा नम्बर 134/71/2 रकवा तदादी 05 वीघा का तबादला द्वितीय पक्ष की भूमि खसरा नम्बर 132/70/2 रकवा 8-3 वीघा में से खसरा नम्बर 132/70/2/1 रकवा तदादी 05 वीघा जिसका ततीमा भूमि सलखै है, वाक्या शेवला परगना बासल तहसील कसौली, जिला सोलन हिप्र0 के साथ करता है तथा द्वितीय पक्ष भी अपनी भूमि

Rouhani

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श्री प्रमुख निदेशक/प्रमुख निदेशक  
ने श्रीमान् श्री ए.ए. वि. ए. सी.  
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की पूर्णतया पठकर मुनावा व निदेशका वक्त  
का कि निदेशन - 1 मुहां स्वाकार करती  
करते हैं।  
इसका आदेश देकर मुनावा ...  
अथवा का मुनावा पर मपत निदेश मुनावा।  
निदेशक/निदेशक की मुनावा की ...  
Mamak Adv. ... निदेशकी  
Delhi तहसील ... Delhi  
करते हैं जोकि, व्यक्तिगत रूप से इन के सदस्य  
1. यथा वह मुनावा परीक्षा हो।

साक्षी  
1982

प्रमुख निदेशक, निदेशा बोर्ड (वि.ए.)

पेशवा  
8/11/82

साक्षी  
धीरू 2 पन्ना

निदेशक श्री  
1982

प्रमुख निदेशक;  
प्रमुख निदेशक, निदेशा बोर्ड (वि.ए.)  
8/11/82





उपरोक्त 05 बीघा का तबादला प्रथम पक्ष की भूमि 05 बीघा उपरोक्त से करता है ।

यह कि उपरोक्त अराजी का तबादला करने के लिये द्वितीय पक्ष ने हिमाचल प्रदेश सरकार द्वारा वितायुक्त एवम् सचिव राजस्व के पत्र सँख्या रै0 बी0 एफ0/10/ 308/2003 तारीख 16-2-2004 को तथा उसी नवीनीकरण समय बडौतरी के पत्र सँख्या तदैव भाग-दो तारीख 25 जून सन 2005 को द्वारा उप-सचिव राजस्व हिमाचल प्रदेश प्राप्त कर ली है जो कि सलग्न दोनों पत्रों की छाया प्रतियाँ है ।

यह कि दोनों पक्षों ने अपनी -2 भूमि का तबादला कर लिया है तथा आपस में कब्जा तबादला वाली भूमि का एक दुसरे के साथ तब्दील कर लिया है /विनिमय कर लिया है/प्राप्त कर लिया है अब उपरोक्त अराजी के तबादला का इन्तकाल दोनों पक्ष एक दुसरे के नाम करवाने के लिये पाबन्द रहेंगे। यदि इस वसीका तजा की रूह से इन्तकाल तबादला एक दुसरे की

Ram...

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गैर-राजिरी व गैर-मौजुदगी में तसदीक हो जावे तो भी दोनों पक्षों को कोई एतराज किसी किस्म का नहीं होगा ।

यह कि इस विलेख वसीका हजा की रूह से दोनों पक्षों ने उपरोक्त अराजी जो कि तबादला में एक दुसरे को दी है, वह तमाम हक हक्क अधिकार जो भी दोनों पक्षों को है या होते हो जैसे, पथ, जल, वायु प्रकाश सुख भोग अधिकार, आवपाशी, आवनौशी, आबादी का अधिकार, तथा अन्य तमाम हक हक्क अधिकार अब वह तमाम तबादला में एक दुसरे को आई भूमि पर हासिल होंगे, जिनको कि उपरोक्त अराजी को बैय करने, रैहन करने, हिब्बा-करने, तबादला करने व पट्टा आदि पर देने का भी पूर्ण अधिकार तथा क्षमता होगी ।

यह कि उपरोक्त तबादला दोनों पक्षों को इस लिये करना पड़ा क्योंकि पहले जो रजिस्ट्री के वक्त तत्तीमें बने थे वह मौका पर उल्टे हो गये थे क्योंकि जिस ओर द्वितीय पक्ष ने भूमि खरीद की है वह प्रथम पक्ष के पास ही रह गया था ।

*Power...*

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9/11/2001

उप-परीक्षार,  
वृहत्साल कसीजी, विद्या लोकाय (वि.प्र.)

30/6/08





यह कि उपरोक्त तबादला के मुताबिक आज के बाद दोनों पक्ष अपने-2 कब्जा में रहेंगे, जिसका कब्जा भी दोनों पक्षों ने मुताबिक ततीमा के सौंप दिया है तथा इसी तबदले का ईन्दाज कागजात माल में अमल करने के लिये पाबन्द रहेंगे तथा हर प्रकार से अपने कब्जा वाली भूमि पर आबाद व काबिज रहेंगे । कब्जा भी आपस में दोनों पक्षों ने तबदील कर लिया है।

यह कि जो भी कार्यवाही तबादला का इन्तकाल करने व तबादला का ईन्दाज कागजात माल में अमल करने की जिम्मेवारी दोनों पक्षों की होगी तथा दोनों ही पक्ष तबादला राजस्व रिकॉर्ड में दर्ज करवाने व तसदीकी करवाने के लिये पाबन्द रहेंगे ।

यह कि केयता तबादला वाली भूमि का प्रयोग भी उसी कार्य में इस्तेमाल करेगा जिसके लिये भूमि खरीद करने की ईजाजत प्राप्त हुई है यानि अराजी पर औद्योगिक ईकाई ही

*for...*

*for...*



Cy

आपके पत्र का मसौदा प्राप्त हुआ है। मैं इसे  
आपके लिए एक पत्र लिख रहा हूँ। मैं इसे आपकी  
आपकी जानकारी के लिए भेज रहा हूँ। मैं इसे  
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आपकी जानकारी के लिए भेज रहा हूँ। मैं इसे

अध्यापक, शिक्षा विभाग (वि.प्र.)  
20/10/15



1000Rs.



स्थापित की जावेगी। जो भी शर्तें परमीशन में द्वितीय पक्ष को दी गई हैं उसका पालन इस वसीका हजा में भी उसी अवस्था में कायम रहेगा, जिस अवस्था में बैयनामा विलेख में है ।

यह कि इस लिखित पर दोनों पक्षों के जाईज वारिस उत्तराधिकारी भी पाबन्द रहेंगे ।

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लिहाजा यह विलेख इकरार नामा दोनों पक्षों ने अपनी -2 मर्जी व अपने -2 होश हवास बिना किसी के जबर व दबाव रखरु गवाहान के लिखा दिया ताकि बकते जरूरत काम आवे । मजबूत फवा कर सुन व समझ लिया जो कि सुन व समझ कर सही व दुरुस्त माना आज दिनांक:- 30 जून सन 2005

गवाह :-

- 1, C.C. Perri, Sh. S.P. Goswami - GM-Y/24 Meera
- 2, A.M. Poochi - Vinod RD.

प्रथम पक्ष

द्वितीय पक्ष

शनाखत कर्ता

C.M. MANARTAL N  
Advocate  
136-169 Patiala House  
Vadgaon

Reg No D/176/95 - Bar Council of India

Vinod Kumar Sharma  
वसीकत हसीनकर

S.No 555

21/12/2005 10:00 AM



CH

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very long letter, and it contains a great deal of information about the state of the country at that time.

ॐ नमो भगवते वासुदेवाय

बहु-उपलब्ध संपादन: विनया सोमनाथ (वि.प्र.)

20/6/07



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पंजीकृत  
सम-संसाधन  
समूह/संसाधन, विद्या रोचक (वि.स.)  
20/05

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*[Handwritten signature]*

एच-नॉडलर,  
गुजरात कमीशन, निसा सीमा (डि.डी.)  
29/10/05

100Rs.



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455 नं. संख्या / संख्या 660  
के द्वारा 69-76 पर नं. 80-6-95  
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जिला कार्यालय,  
जिला कार्यालय, जिला कार्यालय (वि.प्र.)  
78/105





# MEMORANDUM OF ENTRY

- a. Name of the Company : Himachal Energy Private Limited
- b. Nature of Facilities Secured : Working Capital Facility of Rs.103.00 Crores
- c. Date of creation of Mortgage : 18<sup>th</sup> February 2010 and further extended on 13<sup>th</sup> November 2010 and further extended on 15<sup>th</sup> January 2015

1. On the 9<sup>th</sup> day of June, 2020 Mr. Lalit Narain Seth, Director & Authorized Signatory of Himachal Energy Private Limited, a company registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of the Companies Act, 2013 with Corporate Identity no. U31909HP2003PTC027983, having income tax permanent account number as AABCH3772Q and having its Registered Office at Village Shavela, P.O. Jabli Kasuli - 173209, in the State of Himachal Pradesh, India (hereinafter called the "Company") and saw Mr. Mamun O/SEROT Authorized Officer of SBICAP Trustee Company Limited [as the "Security Trustee"] at its office situated at 610, 6<sup>th</sup> Floor, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi - 110001 (hereinafter referred to as "Security Trustee", which expression shall unless it be repugnant to the subject or context thereof include its successors, substitutes and permitted assigns).

2. The said Mr. Lalit Narain Seth stated that the document of title, evidences, deeds and writings more particularly described in the First Schedule hereunder written (hereinafter called "the Title Deeds") in respect of the Company's immovable properties admeasuring 8 Bigha 3 Biswa in Khewal/ Khatauni No. 8/9, Khasra No. 132/70/2, 134/71/2 and 134/71/1/2, situated in village Shavela, Pargana Basal, P.O. Jabli, Tehsil: Kasuli, District Solan, in the state of Himachal Pradesh, together with all the plant and machinery attached to the earth or permanently fastened to anything attached to earth more particularly described in the Second Schedule hereunder written (hereinafter called "the Immovable Properties") were deposited on 18<sup>th</sup> day of February, 2010 with State Bank of India (as the Lead Bank) acting for and on behalf of consortium of lenders comprising of State Bank of India (SBI), HDFC Bank Limited (HDFC) and IDBI Bank Limited (IDBI) (the said SBI, HDFC and IDBI are hereinafter collectively referred to as the "Lenders") and further extended on 13<sup>th</sup> November 2010 and on 15<sup>th</sup> January 2015 in order to create security over the Company's Immovable Properties by way of joint mortgage by deposit of title deeds for securing the due repayment and discharge and redemption by the Company to the Lenders of their working capital facility for an



amount aggregating to **Rs. 115,00,00,000/- (Rupees One Hundred and Fifteen Crores Only)** (hereinafter referred to the **"Existing Working Capital Limits"**) together with interest, commission, additional interest in case of default, liquidated damages and reimbursement of all costs, charges, expenses and other monies payable, costs under the existing working capital facility agreement dated 28<sup>th</sup> February, 2015, as entered into, *inter-alia*, between the Borrower and the Lenders (hereinafter referred to as the **"Existing Working Capital Facility Agreement"**).

3. The said Mr. Lalit Narain Seth stated that SBI has released the Title Deeds for the limited purpose of enabling the Company to create a fresh mortgage by deposit of the Title Deeds pertaining to the Immovable Property with SBICAP Trustee Company Limited [as the Security Trustee acting for the benefit of the Lenders] for securing the financial assistance in the form of fund based and non-fund based working capital facility aggregating to **Rs. 103,00,00,000/- (Rupees One Hundred and Three Crores Only)** (hereinafter referred as **"Working Capital Limits"** or **"WC Facility"**) sanctioned/renewed/reduced by the Lenders.

4. On receiving back the Title Deeds, Mr. Lalit Narain Seth further delivered to and re-deposited with Mr. MANAN OBEROI Authorized Officer of SBICAP Trustee Company Limited acting in its capacity as the Security Trustee for the Lenders with the intent to create charge by way of mortgage on the Immovable Properties together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, by re-deposit of the title deeds as security on first charge basis for the due repayment, discharge and redemption by the Company to the Lenders as detailed hereunder:

Lender	FB	NFB	Total
State Bank of India	15.00	43.00	58.00
HDFC Bank Limited	5.00	5.00	10.00
IDBI Bank Limited	5.00	30.00	35.00
<b>Total</b>	<b>25.00</b>	<b>78.00</b>	<b>103.00</b>

together with interest, commission, additional interest in case of default, liquidated damages and reimbursement of all costs, charges, expenses and other monies payable, costs under the working capital facility agreement dated 18<sup>th</sup> March, 2020, as entered into, *inter-alia*, between the Borrower and the Lenders (hereinafter referred to as the **"Working Capital Facility Agreement"**) and/or letters of sanction as amended from time to time.



5. Mr. Lalit Narain Seth [Representative of the Company] further stated that he was authorised to create mortgage by deposit of the Title Deeds as aforesaid pursuant to the resolutions passed by the Board of Directors of the Company at their meeting held on 14<sup>th</sup> March, 2020 and he furnished a certified copy of the said resolutions to Mr. MANAN OBEROI Authorized Officer of SBICAP Trustee Company Limited and further stated that the said resolution was in full force and effect.

6. Mr. Lalit Narain Seth [Representative of the Company] further stated that the Title Deeds so deposited were the only documents of title relating to the Immoveable Properties in the possession, power and control of the Company and Shri Lalit Narain Seth [Representative of the Company] further stated that the Company have a clear and marketable title to the Immoveable Properties.

7. The aforesaid deposit of the Said Title Deeds was made by Mr. Lalit Narain Seth [Representative of the Company] on behalf of the Company in the presence of Mr. MANAN OBEROI, Authorized Office of SBICAP Trustee Company Limited.

### FIRST SCHEDULE

(List of documents of the Title Deeds, evidences, deeds and writings)

**Title Deeds Pertaining To Land admeasuring 8 Bigha and 3 Biswa situated at Khewat/ Khatauni No. 8/9, Khasra No. 132/70/2, 134/71/2 and 134/71/1/2, situated in village Shavela, Pargana Basal, P.O. Jabli, Tehsil: Kasauli, District Solan in the state of Himachal Pradesh**

Sr. No.	Description	Original/ Certified Copy
1.	Sale Deed dated 06.11.2003 registered as document no. 531 in Book No. 1 Volume No. 584 on pages 13 to 18 on 06.11.2003 in the office of Sub-Registrar, Kasauli, District Solan, Himachal Pradesh.	Original
2.	Exchange Deed dated 30.06.2005 registered as document no. 455 in Book No. 1 Volume No. 660 on pages 69 to 76 on 30.06.2005 in the office of Sub-Registrar, Kasauli, District Solan, Himachal Pradesh.	Original
3.	Exchange Deed dated 30.06.2005 registered as document no. 461 in Book No. 1 Volume No. 661 on pages 15 to 22 on 30.06.2005 in the office of Sub-Registrar, Kasauli, District Solan, Himachal Pradesh.	Original
4.	Copy of Letter dated 20.10.2003 of Himachal Government giving permission under Section 118(2) of HP Tenancy and Land reform Act, 1972 as part of Sale Deed dated 06.11.2003.	Photocopy
5.	Copy of exchange permission of Himachal Government vide RE/V/F/10/308/2003 dated 24.06.2005 as part of Exchange Deed at Registration No. 461.	Photocopy
6.	Copy of exchange permission of Himachal Government vide RE/V/F/10/308/2003 dated 16.02.2004 and extended by letter dated 25.06.2005 as part of Exchange Deed at Registration No. 455.	Photocopy
7.	DLR Form No. 8's certified copy dated 19.02.2007.	Certified Copy



**SECOND SCHEDULE**  
**(Description of Immovable Properties)**

All those rights in pieces and parcels of lands or ground admeasuring **8 Bigha and 3 Biswa** situated at Khewat/ Khatauni No. 8/9, Khasra No. 132/70/2, 134/71/2 and 134/71/1/2, situated in village Shavela, Pargana Basal, P.O. Jabli, Tehsil: Kasauli, District Solan in the state of Himachal Pradesh, together with all reservoirs, buildings and structures/erections constructed/to be constructed, therein and all the plant and machinery, industrial unit, including boilers and other fixtures and fitting erected/installed or to be erected/installed thereon and every part thereof attached to the earth or permanently fastened to anything attached to the earth.

Dated: this 22<sup>nd</sup> day of June, 2020

Place: New Delhi



*Abhi*

For SBICAP TRUSTEE COMPANY LTD.

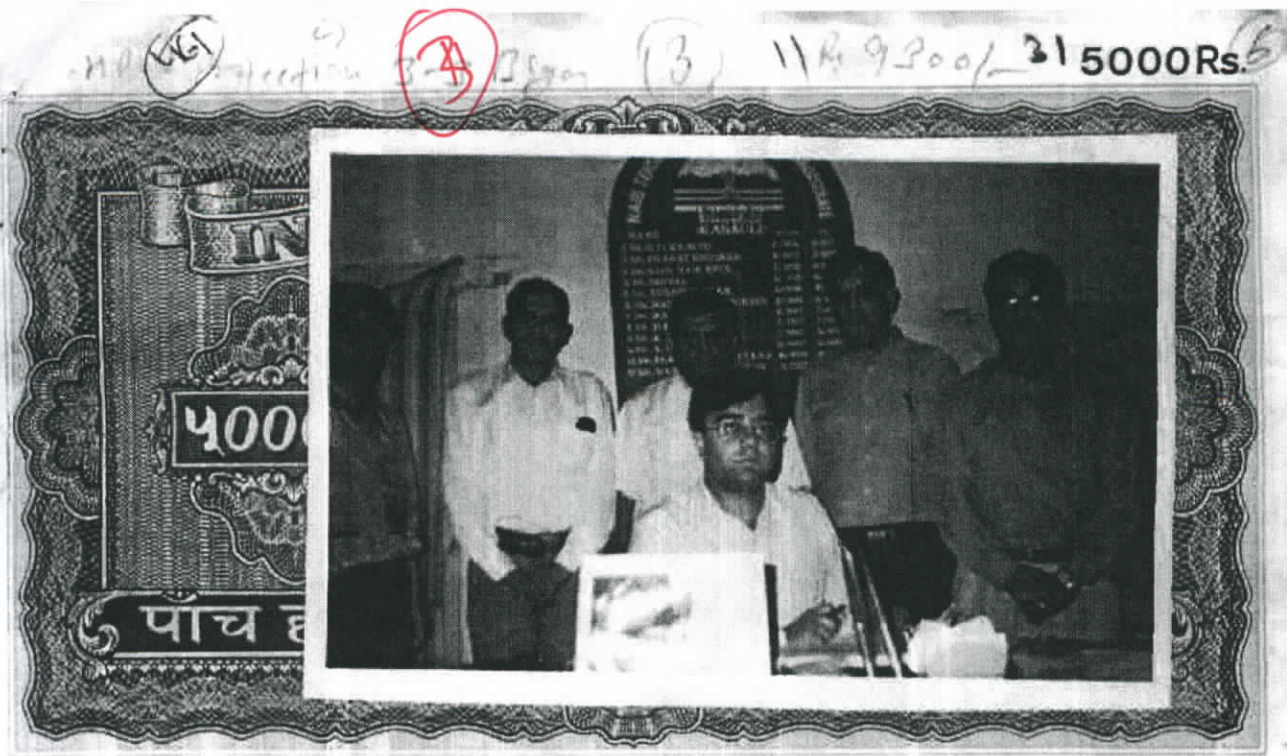
(Shri

*Manoj Kumar*

Authorised Signatory  
Authorised Official

[SBICAP TRUSTEE COMPANY  
LIMITED]





किमत भूमि अस्टाम्प किताअस्टाम्प सतरें 93  
1,15,920/- 9,300/- आठ हकफ 936

:- 5,000/-एक,1,000/-चार,100/-तीन

रकबा :- 3-3 बीघा

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### / विनिमय विलेख--तबादला नामा /

यह कि विनिमय विलेख-तबादलानामा विलेख आज  
दिनांक:- 30 जून सन 2005 को मैसर्ज एच0पी0एल0  
प्रोटेक्शन टेक्नोलोजी प्रा0 लि0 बजरीया इसके अधिकृत हस्ताक्षर कर्ता  
श्री0जी0पूरी पुत्र श्री सतप्री0 गोस्वामी नि0 जी0एच0-4/39  
अपार्टमेंट परिवर्तन विहार नई दिल्ली / जिसे पहला  
पक्ष कहा गया है / प्रथम पक्ष तथा मैसर्ज हिमाचल एनरजी  
प्रा0 लि0 बजरीया इसके डायरेक्टर श्री प्रवीन अफ्जलपुत्र ===== श्री  
श्रीम तेन ===== निवासी 35 सुन्दर नगर नई दिल्ली/ जिसे  
इसके उपरान्त द्वितीय पक्ष कहा गया है ।

यह कि प्रथम पक्ष भूमि खेवट/खतौनी न0 8/9  
खसरा न0 132/70 मे से खसरा न0 132/70/1 खवा  
तदादी । वीघा व 09 विस्वा तथा खसरा नम्बर 134/71 में से

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Sold against SRN.  $\frac{195}{8}$  Dt 29/05



नं० एच०पी० एल० प्रोटेक्शन टैक्नोलीजि.  
प्रा० लि० ११/१२ आसिक अली रोड नई  
दिल्ली हाऊस सी जी यूरी अधीन  
हस्ताक्षर कतां ।

(ता० दलालगाना)

८८

१२/५/०५

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१२/५/०५

मान जडिबिम्बल स्टाम्पस विपरीत मातबरी

१३००१ दिनांक ३०-६-०५  
कलकत्ता विज्ञान अकादमी कलकत्ता

१५-५-०५  
१५०५५ कलकत्ता, विज्ञान अकादमी (वि.प्र.)  
३०/६/०५

ता० दलालगाना

दिनांक ३०-६-०५

मातबरी १९८८ को ५

५ अने से मधुका आ. अली एम जी एल  
प्रोटेक्शन टैक्नोलीजि प्रा. लि. नई दिल्ली

१५०५५  
१५०५५ कलकत्ता, विज्ञान अकादमी (वि.प्र.)  
३०/६/०५

१५-५-०५  
१५०५५ कलकत्ता, विज्ञान अकादमी (वि.प्र.)  
३०/६/०५

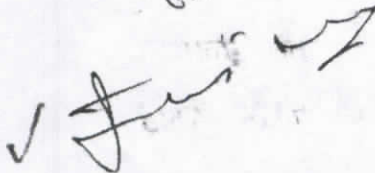




134/71/1 रकवा तदादी 06 वीघा व 14 विस्वा कुल किस्ते 2 रकवा तदादी 08 वीघा व 03 विस्वा वाक्या मौजा शेवला, परगना बासल, तहसील कसौली, जिला सोलन हिमाचल प्रदेश का वाहिद मालिक तथा काबिज है जोकि प्रथम पक्ष ने हिमाचल प्रदेश सरकार की ईजाजत ईकाई स्थापित करने हेतू प्राप्त करने के उपरान्त अराजी उपरोक्त को बजरीया बैयनामा नम्बर 532 / तारीख 06-11-2003 के खरीद किया है। जोकि अराजी हर प्रकार से साफ व पाक है : तथा द्वितीय पक्ष भूमि खसरा न0 132/70/2 रकवा तदादी 08 वीघा व 03 विस्वा वाक्या शेवला परगना बासल, तहसील कसौली जिला सोलन हिमाचल के वाहिद मालिक तथा काबिज है, उपरोक्त अराजी को द्वितीय पक्ष ने ~~प्रथम पक्ष से खरीद~~ बजरीया वसीका बैयनामा नम्बर 531 तारीख पंजीकरण 6-11-2003 कार्यालय उप-पंजीकार कसौली द्वारा ही खरीद किया है, जिसका ईन्दाज कागजात माल में अमल करवा दिया है, जैसा कि नकल जमाबन्दी साल 2000-2001 में दर्शाया गया सलगैल है, जिसको खरीद करने की ईजाजत हिमाचल प्रदेश सरकार से द्वितीय पक्ष ने बाबत औद्योगिक ईकाई

Cy *[Signature]*







स्थापित करने हेतु प्राप्त की है। इसका इन्काज भी कागजात माल में अमल हो चुका है, परन्तु उपरोक्त अराजी के नम्बर गलत हो जाने के कारण दोनों पक्ष आपस में तबादला करना चाहते हैं अतः प्रथम पक्ष अपनी भूमि खसरा नम्बर 134/71/1 स्कवा तदादी 06 वीधा व 14 विस्वा में से खसरा नम्बर 134/71/1/2 स्कवा तदादी तीन वीधा व तीन विस्वा का तबादला द्वितीय पक्ष की भूमि खसरा नम्बर 132/70/2 स्कवा 8-3 वीधा में से खसरा नम्बर 132/70/2/2 स्कवा तदादी 03 वीधा व 03 चिस्वा जिसका ततीमा भूमि सलग्न है, वाक्या शेवला परगना बासल तहसील कसौली, जिला सोलन हिप्र0 के साथ करता है तथा द्वितीय पक्ष भी अपनी भूमि उपरोक्त 03-03 वीधा का तबादला प्रथम पक्ष की भूमि 03-03 वीधा उपरोक्त से करता है, जिसके ततीमें सलग्न है ।

यह कि उपरोक्त अराजी का तबादला करने के लिये द्वितीय पक्ष ने हिमाचल प्रदेश सरकार द्वारा वितायुक्त एवम् सचिव राजस्व के पत्र संख्या रै0वी0एफ0/10/308/2003 तारीख

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प्रमाणित किया जाता है कि  
उपरोक्त विवरण सही है  
जैसा कि निम्नलिखित प्रमाणों से  
स्पष्ट है

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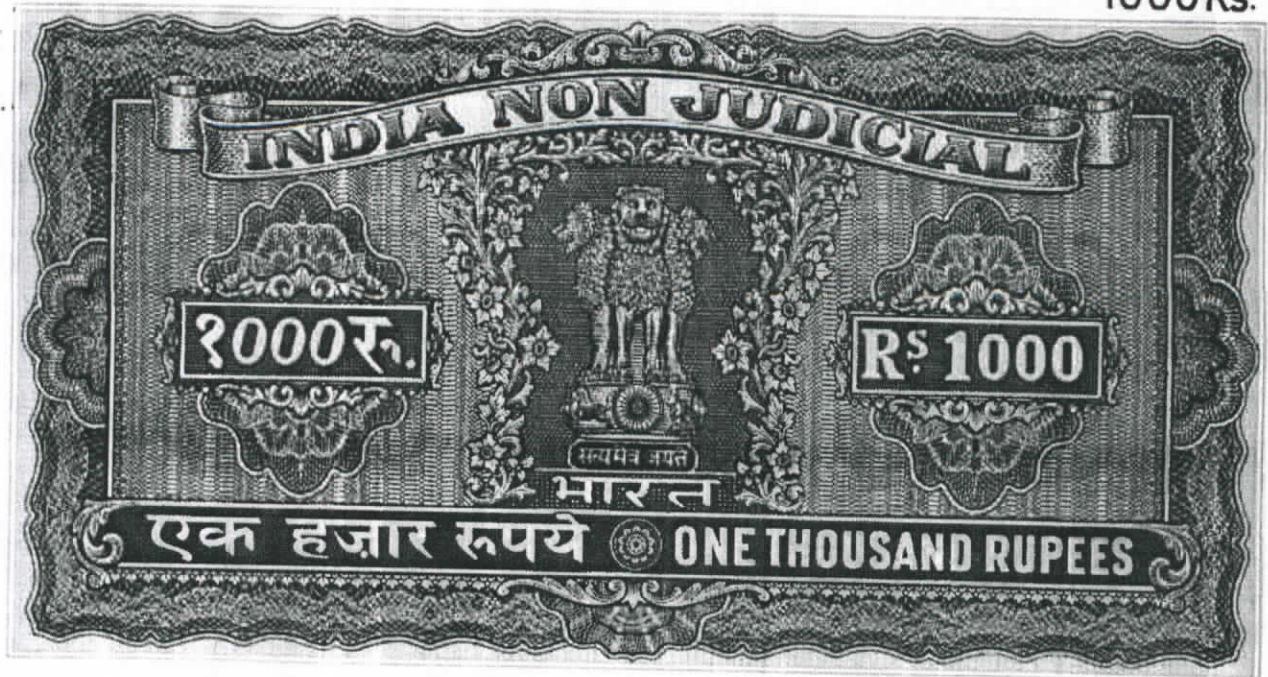
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प्रमाणित  
[Signature]

मुख्य सचिव, विभागाध्यक्ष (प्र.प्र.)  
२९/५/०५





24-06-05 को द्वारा उप-सचिव राजस्व हिमाचल प्रदेश प्राप्त कर ली है जो कि सलखेन दोनो पत्रों की छाया प्रतियाँ है ।

यह कि दोनो पक्षों ने अपनी -2 भूमि का तबादला कर लिया है तथा आपस में कब्जा तबादला वाली भूमि का एक दुसरे के साथ तब्दील कर लिया है /विनिमय कर लिया है/प्राप्त कर लिया है अब उपरोक्त अराजी के तबादला का इन्तकाल दोनो पक्ष एक दुसरे के नाम करवाने के लिये पाबन्द रहेंगे। यदि इस वसीका हजा की रूह से इन्तकाल तबादला एक दुसरे की गैर-हाजिरी व गैर-मौजूदगी में तसदीक हो जावे तो भी दोनो पक्षों को कोई एतराज किसी किस्म का नहीं होगा ।

यह कि इस विलेख वसीका हजा की रूह से दोनो पक्षों ने उपरोक्त अराजी जो कि तबादला में एक दुसरे को दी है, वह तमाम हक हक्क अधिकार जो भी दोनो पक्षों को है या होते हो जैसे, पथ, जल, वायु प्रकाश सुख भोग अधिकार, आवपाशी, आवनोशी, आबादी का अधिकार, तथा अन्य तमाम हक हक्क अधिकार अब वह तमाम तबादला में एक दुसरे को आई भूमि पर हासिल होंगे, जिनको कि उपरोक्त अराजी को बैय

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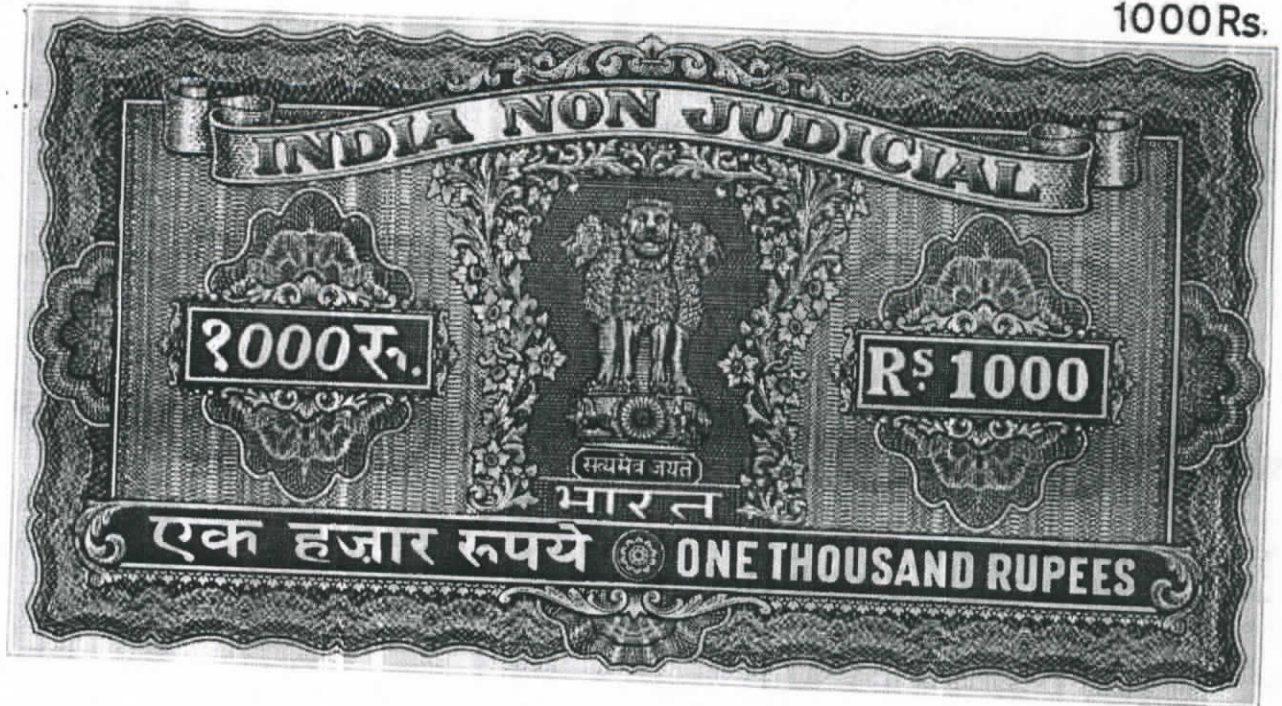


एम

29/05

उप-प्रधान, विद्यालय (वि.प.)  
29/05





करने, रैहन करने, हिब्बा-करने, तबादला करने व पट्टा आदि पर देने का भी पूर्ण अधिकार तथा क्षमता होगी ।

यह कि उपरोक्त तबादला दोनों पक्षों को इस लिये करना पड़ा क्योंकि पहले जो रजिस्ट्री के वक्त ततीमें बने थे वह मौका पर उल्टे हो गये थे क्योंकि जिस ओर द्वितीय पक्ष ने भूमि खरीद की है वह प्रथम पक्ष के पास ही रह गया था ।

यह कि उपरोक्त तबादला के मुताबिक आज के बाद दोनों पक्ष अपने-2 कब्जा में रहेंगे, जिसका कब्जा भी दोनों पक्षों ने मुताबिक ततीमा के सौंप दिया है तथा इसी तबादले का ईन्दाज कागजात माल में अमल करने के लिये पाबन्द रहेंगे तथा हर प्रकार से अपने कब्जा वाली भूमि पर आबाद व काबिज रहेंगे । कब्जा भी आपस में दोनों पक्षों ने तबदील कर लिया है ।

यह कि जो भी कार्यवाही तबादला का इत्तकाल करने व तबादला का ईन्दाज कागजात माल में अमल करने की जिम्मेवारी दोनों पक्षों की होगी तथा दोनों ही पक्ष तबादला

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सचिव-पर्यावरण;  
(इकोलॉजी डिवीजन, पृथ्वी संसाधन विभाग)

2/6/05



राजस्व रिकॉर्ड में दर्ज करवाने व तसदीकी करवाने के लिये पाबन्द रहेंगे ।

यह कि कंयता तबादला वाली भूमि का प्रयोग भी उसी कार्य में इस्तेमाल करेगा जिसके लिये भूमि खरीद करने की ईजाजत प्राप्त हुई है यानि अराजी पर औद्योगिक ईकाई ही स्थापित की जावेगी। जो भी शर्त परमीशन में द्वितीय पक्ष को दी गई है उसका पालन इस वसीका हजा में भी उसी अवस्था में कायम रहेगा, जिस अवस्था में बैयनामा विलेख में है ।

यह कि इस लिखित पर दोनो पक्षो के जार्ज वारिस उत्तराधिकारी भी पाबन्द रहेंगे ।

CM



2019

अप-वर्णिकाया

अनुसंधान कक्षा, विद्यापीठ (वि.प.)  
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लिहाजा यह विलेख इकरार नामा दोनो पक्षो ने अपनी -2 मर्जी व अपने -2 होश हवास बिना किसी के जबर व दवाब रखरु गवाहान के लिखा दिया ताकि बकते जरूरत काम आवे । मजबून पढा कर सुन व समझ लिया जो कि सुन व समझ कर सही व दुरुस्त माना आज दिनांक:- 30 जून सन 2005

गवाह :-

1, CM Manaktola  
152 RP, Sheikh Jau P  
~ Delhi.

प्रथम पक्ष CM

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Nareen  
S/o. Chatelal  
Bharigauh  
Aligarh (U.P.)

द्वितीय पक्ष

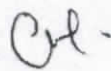
शनासत कर्ता

Jai Kishan

Member Comm Panchayat

Kajali Chandel

वसीका बारास कसीली



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प. प्रकाश;  
राष्ट्रीय कलादी, विद्या लोकाय (वि.प्र.)  
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100Rs.



CM Smith





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