Surendra Parashar Advocate

2, Haridwar Road, Dehradun Ph. 2626048 Mob. 9720403438

TITLE INVESTIGATION REPORT

| | TITLE INVESTIGATED TO THE TITLE INVESTIGATED | State Bank of India, SME |
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| 1. | a) Name of the Branch/Business Units/Office seeking opinion. | Branch, Dehradun Nil |
| | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was | |
| | forwarded. c) Name of the Borrower. | M/s Sai Grace Academy Shri Samarjeet Singh |
| 2. | a) Name of the unit/concern/company/person offering the property/(ies) as security. | Shrt Sumarjeet |
| | b) Constitution of the unit/ concern/ person/ body/authority offering the property for creation of | Individual |
| | charge. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor | As borrower |
| | cetc.) Complete or full description of the immovable property including the following details. | Please see coloumn 8 |
| 3. | (ies) offered as security including the | |
| | (a) Survey No. (b) Door No. (In case of house property) (c) Door No. (In case of house property) | |
| | (c) Extent/area including printin out ap | |
| | house property. (d) Location like name of the place, village, city, registration sub-district etc. Boundaries | 1 1 1 27 07 2000 |
| 4. | a) Particulars of the documents scrutinized – serially and chronologically. | Sale deed dated 27.07.2000 registered at serial no. 3747 on 27.07.2000 |
| | b) Nature of the documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note. Only original or certified extracts from the contract of the contr | Original Sale deed dated 27.07.2000 registered at serial no. 3747 or 27.07.2000 Is with the Bank |
| | registering/land/revenue other authorities be examined. | As mentioned above |
| | SI. No. Date Name Nature of the copy document document certified copy photocopy photocopy etc. | |



| | | | TXT |
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| 5. | obtained from the relevant compared with the docume proposed mortgagor? (Plecertified copies and relevant TIR) b) i) whether all pages in documents which are obtained and the original documents submare the original documents submare not available, the compared with the original total page numbers in the country the original produces. | the certified copies of title tained directly from Sub- nitted? The page by page with the title documents to ascertain whether the page by page with the title documents to ascertain whether the page by page with deed is not produced for dor ordinary copies should | No. |
| 6. | a) Whether the records of authorities relevant to the available for verification the computer system? | registrar office or revenue property in question are | Records of Sub-Registrar Office are not available for verification through any on line portal or computer system. |
| | b) If such online/ comput whether any verification of and the comments / findings | | Not applicable |
| | c) Whether the genuinene possible to be got verified fit so whether such verification | ss of the stamp paper is om any online portal and if | There is no online portal for verification of genuineness of the stamp papers |
| 7. | a) Property offered as jurisdiction of which sub-reg | | Sub-Registrar, Dehradun |
| | b) Whether it is possible documents in respect of the | e to have registration of the property in question, at of sub-registrar/district | No. |
| | c) Whether search has been named at (b) above? | en made at all the office | Not applicable |
| | d) Whether the searches in authorities or any other recomultiple title documents in question? | ords reveal registration of | No. |
| 8. | Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever | All that plot of land beari 0.3040 Hects alongwith co situated in Village Raip Dehradun | ing Khasra no. 469 Min area onstructions standing thereon our, Pargana Parwa doon, a no. 469 Min area 1.072 |

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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)

Hects situated in Village Raipur, Dehradun previously belonged to Shri Devkinandan Sharma, Shri Ayodhya Prasad Sharma, Shri Brijendra Prasad Sharma, Shri Brijendra Prasad Sharma, Shri Suresh Chand Sharma and Shri Krishan Prasad Sharma all sons of Shri Hari Prasad Sharma who were Sharma all sons of Shri Hari Prasad Sharma who were recorded bhumidhar with transferable rights since 1393 fasli, corresponding to English Calender year 1986.

After the death of Shri Krishna Prasad Sharma his share in the land devolved upon his wife Smt. Vinod Sharma and her name was mutated in revenue records in place of Shri Krishna Prasad Sharma.

After the death of Shri Devki Nandan Sharma his share in the said land devolved upon Shri Ayodhya Prasad Sharma, Shri Brijendra Prasad Sharma, Shri Suresh Chandra Sharma and Smt. Vinod Sharma in place of Shri Devki Nandan Sharma.

After the death of Shri Ayodhya Prasad Sharma his share in the said land devolved upon his sons Shri Sunil Kumar and Shri Sanjay Kumar and their names were mutated in revenue records in place of Shri Ayodhya Prasad Sharma.

Shri Sunil Kumar, Shri Sanjay Kumar, Shri Brijendra Sharma, Shri Sudesh Chand Sharma, Smt. Vinod Sharma sold a portion of the said land having an area of 0.3040 Hects to Shri Samarjeet Singh son of Col. Yogendra Singh vide sale deed dated 27.07.2000 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 498 on page 112 and in additional file book no. 1 volume 863 on pages 565 to 574 at serial no. 3747 on 27.07.2000.

The said land has been mutated in revenue records in the name of Shri Samarjeet Singh. Later on Shri Samarjeet got the said land declared non agricultural vide order dated 16.05.2006 in case no. 22 of 2006.

Shri Samarjeet Singh got a building plan sanctioned from MDDA for construction of School building in the name of Sai Grace Academy on the said land alongwith some other land and constructed a School building thereon.

During the inspection of the record it was found that Shri Samarjeet Singh has executed three lease deed of different areas of Khasra no. 469 of Village Raipur,

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| | Dehradun in favour of Sai Grace Academy and Kin Ahluwalia. | |
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| | The above property is m India and the original so with the Bank. | ortgaged with State Bank of ale deed dated 27.07.2000 is |
| | of Financial Assets ar | ritization and Reconstruction d Enforcement of Security licable to the above property. |
| 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.) | |
| 10. | If leased hold, whether | Not applicable |
| 10. | a) Lease deed is duly stamped and registered | Not applicable |
| | b) Lessee is permitted to mortgagor the Lease Hold rights | |
| | c) Duration of the lease/unexpired period of lease | Not applicable |
| | 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 | Not applicable |
| | e) Whether the leasehold rights permits for creation of any superstructure (if applicable)? | Not applicable |
| | f) Right to get renewal of the leasehold rights and nature thereof. | |
| 1 | 1. If Govt. grant/allotment/Lease-cum/Sale Agreement whether. Grant/agreement etc. provides for alienable rights to the mortgagor with or without condition. The mortgagor is competent to create charge on succeptoperty. b) Whether any permission from Govt. or any other | |
| | authority is required for creation of mortgage and if s whether such valid permission is available. | 0 |
| | 12. If occupancy right, whether;a) Such right is heritable and transferable.b) Mortgage can be created. | Not applicable |
| | modalities/procedure to be followed and the reasons for coming to such conclusion. | ne por |
| | 14. If the property has been transferred by way of gift decomposition whether a) The gift deed is duly stamped and registered b) The gift deed has been attested by two witnesses | ed No |

| The Control of | | |
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| | c) The gift deed transfers the property to Donee | |
| | d) Whether the donee has accepted the gift by signif | ng |
| | the gift deed or by a separated writing or by implication | on |
| | of by actions. | |
| | e) Whether there is any restriction on the Donor | in |
| | executing the gift/settlement deed in question. | |
| | f) Whether the Donee is in possession of the gift | ed |
| | property. | |
| | g) Whether any life interest is reserved for the Donor | or |
| | any other person and whether there is a need for a | |
| | other person to join the creation of mortgage. | any l |
| | h) Any other aspect affecting the validity of the ti | tle |
| | | lile . |
| 15. | passed through the gift / settlement deed. | the No. |
| 15. | a) In Case of partition/settlement deeds, whether t | |
| | original deed is available for deposit. If not | |
| | modality/procedure to be followed to create a va | illa |
| | and enforceable mortgage. | Not applicable |
| | b) Whether mutation has been effected and wheth | |
| | the mortgagor is in possession and enjoyment of | his |
| | share. | 1. 11 |
| | c) Whether the partition made is valid in law and | the Not applicable |
| | mortgagor has acquired a mortgagor title thereon. | 27 10 11 |
| | d) In respect of partition by a decree of Court, whet | her Not applicable |
| | such decree has become final and all other condition | ns / |
| | formalities are completed / complied with. | 27 1. 11 |
| | e) Whether any of the documents in question are | Not applicable |
| | executed in counterparts or in more than on set? If so | |
| | additional precautions to be taken for avoiding multi | ple |
| | mortgages? | 1 N7- |
| 16 | | tary No |
| | document / wills? | or Not applicable |
| | a) In case of wills, whether the will is registered will unregistered will? | Not applicable |
| | b) Whether will in the matter needs a mandatory | Not applicable |
| | probate and if so whether the same is probated by a | Two applicable |
| | competent court? | |
| | c) Whether the property is mutated on the basis of w | vill? Not applicable |
| | d) Whether the original will is avialable | Not applicable |
| | e) Whether the original death certificate of the testat | |
| | is available? | |
| | f) What are the circumstances and / or document | 11 |
| | establish the will in question is the last and final wi | ll of |
| | the testator? | |
| | | the |
| | availability of a declaration by all the beneficial | |
| | about the genuineness/ validity of the will, all pa | |
| | have acted upon the will, etc. which are relevant to on the will, availability of Mother / Original title d | |
| | are to be explained) | ccus |
| | 17. a) Whether the property is subject to any wakf right | rs? No. |
| 7 | b) Whether the property belongs to church/temple of | or Not applicable |
| | any religious / other institutions having any restricti | ion |
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| in cre | | |
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| | eation of charges on such properties | |
| | recautions / permissions, if any in respect of the | Not applicable |
| abov | ve cases for creation of mortgage? | |
| a) V mor | Where the property is a HUF / joint property, tgage is created for family benefit/legal necessity, ether the Major Coparceners have no | Not applicable |
| | ection/join in execution, minor's share if any, and of female members etc. | |
| b) I | Please also comment on any other aspect which may versely affect the validity of security in such cases. | Not applicable |
| 9. a) | | No. |
| b) wh | Whether the trust is a private or public trust and nether trust deed specifically authorizes the mortgage | Not applicable |
| c) | The property? If so additional precautions / permission to be | Not applicable |
| d) th | btained for creation of valid mortgage?) Requirements, if any for creation of mortgage as per ne central / state laws applicable to the trust in the | Not applicable |
| 20. a | natter. a) If the property is Agricultural land, whether the local aws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage. | Built up property. |
| | 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? | Not applicable |
| | c) In the Case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained. | Conversion not required |
| 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, Costal Zone Regulations, Environmental Clearance etc.) | No. |
| 22. | a) Whether the property is subject to any pending or proposed land acquisitions proceedings? | |
| | b) Whether any search / enquiry is made with the land Acquisitions Office and the outcome of such search / enquiry. | |
| 23. | a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? | |
| | b) If, so whether such litigation would adversely, effect the creation of a valid mortgage or have any implication of its future enforcement? | |
| | c) Whether the title documents have any court seal/marking which points out any litigation/ | |

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| a) In Case of partnership firm, whether the property belongs to the firm and the deed is property registered. b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm. | mark | ing | |
|--|--------------------------|--|--------------------|
| belongs to the firm and the deed is property registered. b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm. 5. 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, Articles of Association / provision for common seal etc. b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) from? Yes/No. ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (Seller) and the vendee company (purchaser)? 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)? iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? 26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws. 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 a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law. c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms/ Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized / Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale deed, etc. in favour of the buyers of flats / units (builders's POA) or (ii) other type of POA (Common POA) d | | | 27 . 11 . 11- |
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| c) in case of common POA (i.e. POA other than Not applicable | | of POA is available and the same has been verified compared with the original POA. | / |
| | | c) in case of common POA (i.e. POA other than | n Not applicable |

| | lers's POA), please clarify the following clauses in | |
|------------------|---|------------------|
| _ | ect of POA. | 11 11 |
| | stigation is done on the basis of original POA? | Not applicable |
| | Whether the POA is a registered one? | Not applicable |
| | Whether the POA is a special or general one? | Not applicable |
| | | Not applicable |
| exe | cution of title document in question | |
| | Whether the POA was in force and not revoked or | Not applicable |
| | become invalid on the date of execution of the | |
| - | cument in question? (Please clarify whether the same | |
| | s been ascertained from the office of the Sub- | |
| | egistrar, also?) | |
| | Please comment on the genuineness of POA? | Not applicable |
| | The unequivocal opinion on the enforceability and | Not applicable |
| | alidity of the POA? | |
| | Thether the Mortgage is being created by a POA | Not applicable |
| h | older, check genuineness of the Power of attorney and | |
| th | ne extent of the powers given therein and whether the | |
| S | ame is property executed / stamped / authenticated in | |
| t | erms of the Law of the place, where it is executed. | |
| | f the property is a flat/apartment or | Not applicable |
| 1 | residential/commercial complex, check an comment on | |
| | the following: | |
| A | Promoter's / Land owner's title to the land/building | Not applicable |
| В | Development Agreement/Power of Attorney. | Not applicable |
| C | Extent of Authority of the Developer/builder. | Not applicable |
| D. | Independent title verification of the land and / or | Not applicable |
| | building in question. | 27 . 11 |
| E. | Agreement for sale (duly registered) | Not applicable |
| F. | Payment of proper stamp duty. | Not applicable |
| G. | Requirement of registration of sale agreement, | Not applicable |
| | development agreement, POA etc. | Not applicable |
| H | Approval of building plan, permission of appropriate / | Not applicable |
| | local authority etc; Conveyance in favor of Society /Condominium | Not applicable |
| I. | Conveyance in favor of Society /Condominium concerned. | Tioi applicable |
| J | Occupancy Certificate/allotment letter/letter of | Not applicable |
| , | possession. | |
| K | Membership details in the society etc. | Not applicable |
| L | Share Certificates | Not applicable |
| M. | No Objections Letter from the Society. | Not applicable |
| N. | All legal requirements under the local / Municipal laws | , Not applicable |
| | regarding ownership of flats/Apartments/Building | |
| | Regulations, Development Control Regulations/ Co | |
| | operative Societies' Laws etc. | Not applicable |
| 0. | Requirements, for noting the bank charges on the | Not applicable |
| P | records of the Housing Society, if any; If the property is a vacant land and construction is yes | t Not applicable |
| I | to be made, approval of layout and the other | |
| Francisco (1973) | precautions, if any. | |
| | precautions, if any. | |



| | documents such as approved plan, agreement plan etc | |
|-----|---|---|
| 30. | | Yes, the property is mortgaged with State Bank of India. |
| 31. | The period covered under the Encumbrances Certificate | 30 years, the property is mortgaged with State Bank of India. |
| 32. | | Not applicable |
| 33. | a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No objection Certificate under the income Tax Act is required / obtained. | Not applicable Not applicable |
| 34. | Details of RTC extract / mutation extracts / Katha extracts pertaining to the property in question. Whether the name of mortgagor is reflected as owner in | Copy of extract of Khatauni is enclosed. Yes. |
| 36. | the revenue / municipal / Village records? | Yes |
| | b) Whether the demarcation partition of the property is legally valid? | Not applicable Yes. |
| | c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be) | Tes. |
| 37 | 7. Whether the property can be identified form the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny? | No. |
| | a) Document in relation to electricity connection b) Document in relation to water connection | Not applicable Not applicable |
| | c) Document in relation to Sales Tax Registration, if any applicable; | Not applicable |
| | d) Other utility bills, if any. | Not applicable |
| | 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. | from the available |
| | 39. If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and | available |

Ser

| | hat in the title deeds. | |
|------|---|---------------------------------------|
| 1 | f the valuation report and / or approved plan are available at the time of preparation of TIR, please, | |
| | provided these comments subsequently, on making the | |
| | same available to the advocate) | |
| 40. | | No. |
| | local or special enactments, details of proper | |
| | registration of documents payment of proper stamp | |
| | duty etc. | |
| 41. | Whether the bank will be able to enforce SARFESI | Yes. |
| | Act, if required against the property offered as security? | |
| | PROPERTY IS SARFAESI COMPLIANT | |
| 42. | In case of absence of original title deeds, details of | Original title deed is with the Bank. |
| | legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified | the Bank. |
| | extracts duly certified etc. as also any precaution to be | |
| | taken by the Bank in this Regard. | |
| 43. | Whether the governing law/ constitutional documents | Not applicable |
| 13. | of the mortgagor (other than natural persons) permits | |
| | creation of mortgage and additional precautions, if any | |
| - 11 | to be taken in such cases. | Nil |
| 44. | Additional aspects relevant for investigation of title as per local laws. | NII |
| 45. | | Nil |
| | of Bank/ensuring the perfection of security. | |
| 46 | . The specific persons who are required to create | Shri Samarjeet Singh |
| 40 | mortgage/to deposit documents creating mortgage. | Shirt Sumarjeet Singh |
| 3.11 | | 37 |
| 47 | | No. |
| | (Regulation and Development) Act, 2016? Whether the project is registered with the Real Estate | Not applicable |
| | Regulatory Authority? If so, the details of such | TI |
| | registration are to be furnished, | 7. 7. |
| | Whether registered agreement for sale as prescribed in the above Act/ Rules there under is executed? | Not applicable |
| | Whether the details of the apartment / plot in question | Not applicable |
| | are verified with the list of number and types of | 4 4 |
| | apartments or plots booked s uploaded by the promoter | |
| | in the website of Real Estate Regulatory Authority? | |

Date: 7/6/2022Place: Dehradun

Advocate: Surendra Parashar

Surendra Parashar

Advocate
Regn.No.-UKBC-423/06
2, Hardwar Road,
Dehra Dun (U.K.)

CERTIFICATE OF TITLE

have examined the original the title deeds intended to be deposited relating to the Schedule property and offered as security by way of Equitable Mortgage 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 and I further certify that:

- 2. I have examined the Documents in detail, taking into account all the Guidelines in the Checklist vide Annexure C and the other relevant factors.
- 3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the available records of the relevant Government Offices, / Sub-Registrar(s) Office(s). Revenue Records, Municipal/Panchayat Office. Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage. I am liable / responsible, if any loss is causes 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 no prior Mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1992 to 30.05.2022 pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all Encumbrance except the mortgage in favour of State Bank of India
 - 6. In case of second / subsequent charge in favuor 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. Minor/(s) and his / their interest in the property(ies) is to the extent of (Specify the share of the Minor with Name). (Stricke out if not applicable) (Not applicable)
 - 8. That Mortgage if created, will be available to the Bank for the liability of the intending borrower, M/s Sai Grace Academy
 - 9. I certify that *Shri Samarjeet Singh* has an absolute, clear and Marketable title over the Schedule property <u>subject to mortgage mentioned above</u>. I further certify that the above title deeds are genuine and a valid mortgage can be created and the same Mortgage would be enforceable.
 - 10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.
 - 1. Original Sale deed dated 27.07.2000 registered at serial no. 3747 on 27.07.2000
 - 11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF PROPERTY

All that plot of land bearing Khasra no. 469 Min area 0.3040 Hects alongwith constructions standing thereon situated in Village Raipur, Pargana Parwa doon, Dehradun

Place: Dehradun 2022

Signature of the Advocate
Surendra Parashar

Regn.No.-UKBC-423/06

Encl.:-

1.

Search fee Receipt.

Copy of Sale deed dated 27.07.2000 registered at serial no. 3747 on 27.07.2000

Khatauri K 2.

Khatauni Khata no. 429 for the fasli year 1399 to 1404 3. Copy of order dated 16.05.2006 in case no. 22 of 2006. 4.

Copy of sanctioned building plan. 5.

> (Surendra Parashar) Advocate