

Date: July 1, 2020

Client: HDFC Capital Advisors Limited.

Title Search Report

With respect to

**Land admeasuring 12 Bigha 48 Biswa 66 Biswansi OR 9.103 Acres
(schedule of land attached hereunder) situated in the revenue estate of
Village Gadoli Kalan, Sector 37D, Tehsil & District Gurugram, Haryana.**

Submitted by:

**SNG & Partners,
Advocates & Solicitors,
One Bazar Lane, Bengali Market,
New Delhi-110001**



I. INTRODUCTION

SNG & Partners, Advocates and Solicitors having its office amongst other places at One, Bazar Lane, Bengali Market, New Delhi-110001 (Hereinafter referred to as “SNG”) has been assigned HDFC Capital Advisors Limited., having its registered office at Unit no-201, Tower-A, Signature Tower, South City-I, Gurugram-122001, Haryana; (Hereinafter referred to as “Client”) to conduct a title due diligence for Land admeasuring 12 Bigha 48 Biswa 66 Biswansi OR 9.103 Acres (schedule of land attached hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37D, Gurugram, Haryana. (Hereinafter referred to as the “Property”).

II. SCOPE OF WORK

To carry out legal due diligence in respect of title of the Property in the concerned Office of the Sub Registrar at Kadirpur, Tehsil & District Gurugram, Haryana, Land Acquisition Authority, Office of concerned Revenue Department at Gadoli Kalan, Tehsil & District Gurugram, Haryana, concerned Office of Registrar of Companies at the Website of Ministry of Corporate Affairs and submit a report in respect of the same.

III. DEFINITIONS

“Acre” means a denomination which is used in the State of Haryana for measurement of land. 1 Acre = 0.40469 hectares;

“Act” means Land Acquisition Act, 1894;

“Client” means **HDFC Capital Advisors Limited;**

“Developer” means the company or an individual which undertakes the activity of developing the land as a project;

“DTCP” means Department of Town and Country Planning, Haryana;

“Exchange Deed” means deed of exchange of land parcels, when two persons mutually transfer the ownership of one land parcel for the ownership of another land parcel;



“Financial Institution” means an establishment that conducts financial transactions such as investments, loans and deposits;

“Gair Marusi” means non occupancy tenants of the land who have non ancestral rights on the property or have self-acquired the property. These are temporary unauthorized possession holders of the land;

“Jamabandi” means a register prepared in duplicate for every estate on the basis of entries existing and changes recorded on the Mutation Register, Khasra Girdawari Register and Fard Badar over a period of 5 years. It is the document to which a presumption of truth is attached. The form of the Jamabandi has 12 columns and gives Khewat / Khatoni number-wise information of total holding of each owner of land in a particular revenue estate. It also indicates cultivation, rent and revenue and other cesses payable on land and constitutes an up to date record of various rights in land;

“Kanal” means unit of measurement of area equivalent to 4500 square feet or one-eighth of an acre.

“Khasra” means the plot number assigned by the Revenue Authority which specifies the land details;

“Khatauni” means the register of all persons cultivating or otherwise occupying land in a village as prescribed according to Haryana Land Revenue Rules. It is a document prepared as part of record-of-right in every estate. It contains entries regarding ownership, cultivation and various rights in land. It is revised every 5 years when it is prepared by Patwari and attested by Revenue officer;

“Khewat” also referred as ‘Khata Number’ by revenue officials means the account number given to owner(s) which form a set of co-sharers who own the land in same or different proportions. It therefore, can be understood as the account number given to various owners in the Khewat;

“Killa” means a denomination used to demarcate land in State of Haryana;

“Lender” means the financial institution that shall lend money against the Property i.e. the Client for the purposes of this report;



“Marla” means unit of measurement of area. The marla was standardized under British rule to be equal to the square rod, or 272.25 square feet, 30.25 square yards, or 25.2929 square metres;

“Mutation” means a reference number of the record of title provided by the Patwari on incorporation of all changes in title or interest into the Jamabandi. The Patwari enters the mutations on the basis of a document/verbal information presented by the concerned parties for the change in title/interest on land;

“No.” means a short form connotation assigned to the term ‘number’;

“Owners” means owner of the Property, which in the present case shall be M/s Lalwani Brothers Buildcon LLP;

“Property” means land admeasuring 12 Bigha 48 Biswa 66 Biswansi OR 9.103 Acres (schedule of land attached hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37D, Tehsil & District Gurugram, Haryana.

“Rapat No.” means the reference number, given to the record of entry stating status of ownership or possession of the land;

“Release Deed” means a legal document that removes a previous claim or lien on an asset. A deed of release is usually issued once a mortgage or other type of debt, previously secured against the asset, has been paid in full;

“Report” means this title search report in respect of Land admeasuring 12 Bigha 48 Biswa 66 Biswansi OR 9.103 Acres (schedule of land attached hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37D, Tehsil & District Gurugram, Haryana and Office of Registrar of Companies at the Website of Ministry of Corporate Affairs;

“Revenue Department” means the department which prepares and maintains the land records and is responsible for assessment and collection of land revenue, collection of local cess on behalf of local bodies, collection of court fees, recovery of loans and advances, other dues of various departments, and all other dues recoverable as arrears of land revenue;



“Revenue Records” means the land records as prepared and kept at the Revenue Department;

“Sale Deed” means an instrument in writing which transfers the ownership of the property for a price paid/consideration. This is a document that requires to be registered compulsorily;

“SNG” means SNG & Partners, Advocates and Solicitors having its office amongst other places at One Bazar Lane, Bengali Market, New Delhi-110001;

“Sub Registrar” means the officer in charge of the keeping and maintaining records pertaining to the Property;

“Tehsil” means the administrative area. For the purposes of the Report Tehsil shall be Gurugram;

IV. METHODOLOGY

Based on the aforementioned scope of work, we have discussed the matter with the Client and the Company. In furtherance of the discussion we have perused necessary documents and caused searches to be conducted at various offices as hereinafter appearing. On the result of our findings, the Report is hereby prepared.

V. MANDATE

Keeping in view of the above, SNG has been assigned to conduct land due diligence covering the following:

1. To ascertain clear and marketable title of the owners qua the Property by way of examining the relevant records at the Office of the concerned Sub-Registrar of Assurances- Kadirpur, Tehsil & District Gurugram, Haryana and Revenue Authority, village Gadoli Kalan, Tehsil & District Gurugram, Haryana.
2. To ascertain charge, encumbrances, mortgages if any, in relation to the Property, reflecting in the records of concerned Sub-Registrar of Assurances, Revenue Records etc.



SNG has undertaken the aforesaid assignment subject to the scope of work covered, assumptions, disclaimer & liability stated herein.

VI. READER'S NOTE

Contents of the opinion are confidential and subject to legal professional privilege. Neither of this opinion nor of its contents be shall disclosed to any person other than Lender and their professional advisors nor it be referred to, quoted, or filed with anybody without written consent of SNG.

VII. QUALIFICATIONS AND ASSUMPTIONS

Title searches in India are carried out at the office maintaining land revenue records; sub registrar of assurances; municipal corporations; State Government Bodies developing the lands; State Government Bodies owning lands; Town Planner Office; Judicial and Quasi-Judicial Bodies depending upon the mandate given by client.

Most of the searches are carried out physically by the experienced search clerks appointed by the law firm on behalf of the client which are relied upon for the purposes of issuance of the title report and hence law firm does not or cannot take any liability arising on account of any error on judgment or lapse on behalf of the search clerk.

This Report is given subject to the following qualifications:

- (i) We rely on the photocopies of the documents given / shown to us by the mortgagor/borrower and their representatives including declarations given by the mortgagor. We assume that the same are legally executed by authorized parties and are conclusive and have not been further amended or modified in any manner. If the documents submitted to us or being relied upon by client and submitted to us are incorrect or incomplete or fraudulent, we shall not be liable in any manner. This opinion does not extend to any amendment to the said documents, which has not been shared by us in writing.
- (ii) Verification of litigation proceedings or identifying any pending dispute before any judicial forum is excluded from our scope on account of various reasons including (i) litigation can be instituted at different



forums depending on the reliefs sought; (ii) litigation records including arbitration proceedings, are not publicly available for inspection;

- (iii) Our maximum aggregate liability to our client arising from, or in relation to, this engagement shall not in any circumstances exceed the professional fee payable to SNG & PARTNERS for this specific mandate. We owe no liability or responsibility to any third party including any government agency who has not engaged us. This report is for the use of the addressee and the addressee can share this with any third party with our written consent, however, our liability is confined to our client only.
- (iv) It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances and our consequent liability are subject to and in relation to the records made available to search clerks for inspection and exclude the records which is stated to be torn and / or mutilated.
- (v) Online records and information on the website of the Ministry of Corporate Affairs may not be comprehensive or updated on prompt and regular basis and the reliability of the Search relating to the charges created by any Company or LLP is qualified to that extent.
- (vi) For the purpose of this opinion we have perused the receipt clauses specified in the registered conveyances/agreements and have presumed that consideration amount specified therein were the only amounts payable to the respective vendors of the properties and the signatories to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.
- (vii) Please note that our scope of services exclude any (i) physical examination of original title documents of the property unless specifically mandated and agreed by us and (ii) physical inspection of the subject property. It is highly recommended that the physical possession of subject property is adequately verified by any of the authorized representatives of the client;
- (viii) We assume that technical diligence from a qualified architect is conducted in respect of the subject property as regards the development potential of the same including verification of the development and construction approvals. Unless specifically required by the client and agreed by us we express no opinion/view on consumed, current or



potential user, zoning, reservations, development and F.S.I sanctioned /consumed related approvals including environmental sanction pertaining to the subject property which should form part of architect's report.

VIII. DISCLAIMER AND LIABILITY

- a) SNG has taken due and reasonable care for preparation of the Report which is based on the information provided by the Patwari and other government officials of the revenue and registration authority etc. However, SNG shall not be responsible or in any way held liable, in the event of any loss and/ or damage suffered by Company on account of this Report.
- b) The decision of proceeding with or consummating the Transaction lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client should (or should not) consummate the Transaction.
- c) The Report is solely for the benefit of the Company and the Client and no person(s) shall except with the consent of SNG rely on the Report or any part thereof and as such, be treated as confidential.

Our maximum aggregate liability to any involved parties arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed the professional fee payable to SNG for this specific mandate.

IX. EXCLUSIONS

We express no opinion on the possible outcome of any disputes/litigations, if any, discovered in course of our search and referred to in this Report. In this regard, it may be noted that the power of an Indian Court to grant equitable remedies are discretionary and we express no opinion whether they would be available.

We express no opinion on the possible disputes/litigations, if any, which may exist and does not exist in public domain and not referred to in this Report.



X. DOCUMENTS EXAMINED

- a) Copy of Collaboration Agreement dated 11/10/2019 between M/s Lalwani Brothers Buildcon LLP (First Party) and M/s Sternal Buildcon Pvt. Ltd (Second Party) with respect to land admeasuring 12 Bigha 48 Biswa 66 Biswansi or 9.103 Acres (details of land given hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37-D, Tehsil and District Gurugram, Haryana.

The Agreement is duly registered in the office of Sub-Registrar of Assurances, Gurugram as Document No. 7953 on 11/10/2019.

Sl.No.	Vendor Name	Khasra No	Bigha	Biswa	Biswansi	Acres
1.	Lalwani Brothers Buildcon LLP	128	4	17	0	3.0313
		352/124-125-126/2	4	9	1	2.783
		371-372/351/126-127/2	4	9	1	2.783
		371-372/351/126-127/1	0	3	19	0.1234
		352/124-125-126/1	0	3	19	0.123
		129/2/1	0	4	7	0.136
		129/1/1	0	3	19	0.1234
		Grand Total	12	48	66	9.103

- b) Copy of Sale Deed dated executed by M/s Ramprastha Promoters Pvt. Ltd., (2) M/s A.S. Realcon Pvt. Ltd., (3), M/s A.S. Realtech Pvt.Ltd., (4) S.A. Infracon Pvt Ltd, (5) M/s Ramprastha Promoters & Developers Pvt. Ltd in favour of M/s Lalwani Brothers Buildcon LLP with respect to land admeasuring 12 Bigha 48 Biswa 66 Biswansi or 9.103 Acres (details of land given hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37-D, Tehsil and District Gurugram, Haryana.

The Sale Deed is duly registered in the office of Sub-Registrar of Assurances, Gurugram as Document No. 7728 on 07/10/2019.



**SNG & PARTNERS**

Advocates & Solicitors

Sl.No.	Vendor Name	Khasra No	Bigha	Biswa	Biswansi	Acres
1.	A.S.Realcon Pvt. Ltd. (1/4 share), Ramprastha Promoters & Developers Pvt. Ltd. (5/16 share), Ramprastha Promoters Pvt. Ltd. (7/16 share)	128	4	17	0	3.0313
2	A.S.Realcon Pvt. Ltd. (5/6 share), Ramprastha Promoters & Developers Pvt. Ltd. (1/6 share),	352/124-125-126/2	4	9	1	2.783
3	A.S.Realcon Pvt. Ltd.	371-372/351/126-127/2	4	9	1	2.783
4	A.S.Realcon Pvt. Ltd.	371-372/351/126-127/1	0	3	19	0.1234
5	A.S. Realtech Pvt. Ltd.	352/124-125-126/1	0	3	19	0.123
6	S.A. Infracon Pvt. Ltd. (23/43 share), Ramprastha Promoters & Developers Pvt. Ltd (20/43 share)	129/2Min West	0	4	7	0.136
	Ramprastha Promoters & Developers Pvt. Ltd.	129/1Min West	0	3	19	0.1234
		Grand Total	12	48	66	9.103



XI. DEVOLUTION OF TITLE OF THE PROPERTY

Land comprised in Khasra No. 352/124-125-126/1(0-3-19) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh (2/5 share), Mr. Sagar, Mr. Sawant (1/10 share), Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh, Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh (1/2 share) were recorded owners of the land comprised in **Khasra No. 352/124-125-126 (4-13)**, Khasra No. 369/349/124-125(2-3), Khasra No. 370/349/124-125(2-3) alongwith additional land.

Thereafter, the aforesaid land owners viz. Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh, Mr. Sagar, Mr. Sawant, Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh, Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh entered into a partition (Orally) with respect to the above land alongwith additional land. According to the said partition, land comprised in **Khasra No. 352/124-125-126/1(0-3-19)**, Khasra No. 369/349/124-125(2-3), Khasra No. 370/349/124-125(2-3) alongwith additional land fell to the share of Mr. Balbir Singh and land comprised in Khasra No. 363/29(0-16) alongwith additional land fell to the share of Mr. Deep Chand and others. Mutation of the same is recorded in the revenue records vide Mutation No. 444 [reference RAPAT No. 189 dated 28/11/2000].

As per Jamabandi for the Year 2003-2004, Mr. Balbir Singh was recorded owner of the captioned land alongwith additional with additional land.

Thereafter, Mr. Balbir Singh sold the captioned land alongwith additional land to M/s Ramprastha Estates Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 655 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No. 546.

Later, M/s Ramprastha Estates Pvt. Ltd. sold the captioned land to M/s A.S.Realtech Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 19716 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 629.



As per Jamabandi for the Year 2008-2009, 2013-2014, M/s A.S. Realtech Pvt. Ltd was recorded owner of the captioned land alongwith the additional land.

Thereafter, M/s A.S. Realtech Pvt. Ltd sold the captioned land to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019.

Land comprised in Khasra No. 352/124-125-126/2 (4-9-1) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, Mr. Narain Singh was recorded owner of the captioned land alongwith additional with additional land.

After the death of Mr. Narain Singh, the captioned land alongwith additional land devolved upon his legal heirs viz. Ms. Aanita, Ms. Sunita, Ms. Sarita, Ms. Savita, Ms. Bhateri (5/6 share), Ms. Ravita (1/6 share) and the same is recorded in the revenue records vide Mutation No. 490.

As per Jamabandi for the Year 2003-2004, Ms. Aanita, Ms. Sunita, Ms. Sarita, Ms. Savita, Ms. Bhateri (5/6 share), Ms. Ravita (1/6 share) were recorded owners of the captioned land alongwith additional land.

Thereafter, Ms. Aanita, Ms. Sunita, Ms. Sarita, Ms. Savita, Ms. Bhateri sold their 5/6 share in the captioned land to M/s Ramprastha Builders Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 1015 registered on 17/04/2006 and the same is recorded in the revenue records vide Mutation No. 530.

Later, M/s Ramprastha Builders Pvt. Ltd transferred its 5/6 share in the captioned land to M/s A.S. Realcon Pvt. Ltd. vide a duly registered Transfer Deed bearing Document No. 19774 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 625.



As per Jamabandi for the Year 2008-2009, M/s A.S.Realcon Pvt. Ltd. (5/6 share), Ms. Ravita (1/6 share) were recorded owners of the captioned land alongwith additional land.

Thereafter, Ms. Ravita sold her 1/6 share in the captioned land alongwith additional land to M/s S.A. Infratech Pvt. Ltd vide a duly registered Sale Deed bearing Document No. 17173 registered on 27/10/2008 and the same is recorded in the revenue records vide Mutation No. 655.

As per Jamabandi for the Year 2013-2014, M/s A.S.Realcon Pvt. Ltd. (5/6 share), M/s S.A. Infratech Pvt. Ltd (1/6 share) were recorded owner of captioned land alongwith additional land.

Thereafter, M/s S.A. Infratech Pvt. Ltd transferred its 1/6 share in the captioned land alongwith additional land to M/s Ramprastha Promoters & Developers Pvt. Ltd vide Order dated 20/12/2012 passed by the Court of Smt. Inderjeet Kaur, High Court of Delhi in Case No. 340/2012. Mutation of the same is recorded in the revenue records vide Mutation No. 738 dated 19/04/2015.

Later, M/s A.S.Realcon Pvt. Ltd. (5/6 share), M/s Ramprastha Promoters & Developers Pvt. Ltd. (1/6 share) sold the captioned land alongwith additional land to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019.

Land comprised in Khasra No. 129/2/1(0-4-7) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, 2003-2004, Mr. Mahender, Mr. Surender, Mr. Rajender, Mr. Narender & Mr. Birender (20/43 share) and Mr. Kuldeep, Mr. Kulveer, Mr. Brij Lal, Mr. Sajjan Kumar & Ms. Omwati (23/43 share) were recorded owners of the land comprised in Khasra No. 129/2(2-3-0) alongwith additional land.

Thereafter, Mr. Mahender, Mr. Surender, Mr. Rajender, Mr. Narender & Mr. Birender sold their 20/43 share in the above land to M/s S.A. Infratech Pvt. Ltd vide a duly registered Sale Deed bearing Document



No. 13389 registered on 27/09/2006 and the same is recorded in the revenue records vide Mutation NO. 589.

Similarly, Mr. Kuldeep, Mr. Kulveer, Mr. Brij Lal, Mr. Sajjan Kumar & Ms. Omwati sold their 23/43 share in the above land to M/s S.A. Infracon Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 12616 registered on 15/09/2006 and the same is recorded in the revenue records vide Mutation No. 601.

As per Jamabandi for the Year 2008-2009, 2013-2014, M/s S.A. Infracon Pvt. Ltd. (23/43 share), M/s S.A. Infratech Pvt. Ltd (20/43 share) are recorded owners of the above land.

Thereafter, M/s S.A. Infratech Pvt. Ltd transferred its 20/43 share in the above land with M/s Ramprastha Promoters & Developers Pvt. Ltd vide Order dated 20/12/2012 passed by the Court of Smt. Inderjeet Kaur, High Court of Delhi in Case No. 340/2012. Mutation of the same is recorded in the revenue records vide Mutation No. 738 dated 19/04/2015.

Thereafter, M/s S.A. Infracon Pvt. Ltd. (23/43 share), M/s Ramprastha Promoters & Developers Pvt. Ltd (20/43 share) sold the captioned land i.e. 129/2/1(0-4-7) to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019. Titamma prepared.

Land comprised in Khasra No. 129/1/1(0-3-19) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, 2003-2004, Mr. Mahender, Mr. Surender, Mr. Rajender, Mr. Narender & Mr. Birender were recorded owners of the land comprised in Khasra No. 129/1(2-0) alongwith additional land.

Thereafter, Mr. Mahender, Mr. Surender, Mr. Rajender, Mr. Narender & Mr. Birender sold the above land alongwith additional land to M/s S.A. Infratech Pvt. Ltd vide a duly registered Sale Deed bearing Document No. 13389 registered on 27/09/2006 and the same is recorded in the revenue records vide Mutation No. 589.



As per Jamabandi for the Year 2008-2009, 2013-2014, M/s S.A. Infratech Pvt. Ltd are recorded owners of the above land.

Thereafter, M/s S.A. Infratech Pvt. Ltd transferred the above land to M/s Ramprastha Promoters & Developers Pvt. Ltd vide Order dated 20/12/2012 passed by the Court of Smt. Inderjeet Kaur, High Court of Delhi in Case No. 340/2012. Mutation of the same is recorded in the revenue records vide Mutation No. 738 dated 19/04/2015.

Thereafter, M/s Ramprastha Promoters & Developers Pvt. Ltd sold the captioned land i.e. 129/1/1(0-3-19) to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019. Titamma prepared.

Land comprised in Khasra No. 371-372/351/126-127/1(0-3-19) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh, Mr. Sagar, Mr. Sawant, Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh, Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh were recorded owner of the captioned land alongwith additional land.

Thereafter, the aforesaid land owners viz. Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh, Mr. Sagar, Mr. Sawant, Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh, Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh entered into a partition (Orally) with respect to the above land alongwith additional land. According to the said partition, land comprised in **Khasra No. 371-372/351/126-127/1(0-3-19)** alongwith additional land fell to the share of Mr. Kewal Singh and land comprised in Khasra No. 363/29(0-16) alongwith additional land fell to the share of Mr. Deep Chand and others. Mutation of the same is recorded in the revenue records vide Mutation No. 444 [reference RAPAT No. 189 dated 28/11/2000].



As per Jamabandi for the Year 2003-2004, Mr. Kewal Singh was recorded owner of the captioned alongwith additional land.

Thereafter, Mr. Kewal Singh sold the captioned land to M/s Ramprastha Builders Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 649 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No.532.

Later, M/s Ramprastha Builders Pvt. Ltd transferred the captioned land alongwith additional land to M/s A.S. Realcon Pvt. Ltd. vide a duly registered Transfer Deed bearing Document No. 19774 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 625.

As per Jamabandi for the Year 2008-2009, 2013-2014, M/s A.S. Realcon Pvt. Ltd was recorded owner of the captioned land alongwith additional land.

Thereafter, M/s A.S. Realcon Pvt. Ltd. sold the captioned land i.e. **Khasra No. 371-372/351/126-127/1(0-3-19)** to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019.

Land comprised in Khasra No.371-372/351/126-127/2(4-9-1) , situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh, Mr. Sagar, Mr. Sawant, Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh, Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh were recorded owner of the land comprised in **Khasra No.371/351/126-127(2-7), 372/351/126-127(2-6)** alongwith additional land.

Thereafter, the aforesaid land owners viz. Mr. Balbir Singh, Mr. Narain Singh, Mr. Kewal Singh, Mr. Kartar Singh, Mr. Sagar, Mr. Sawant, Mr. Balwant Singh, Mr. Rajesh Kumar, Mr. Dinesh Kumar, Mr. Karan Singh,



Mr. Surat Singh, Mr. Deep Chand, Mr. Mahender Singh, Mr. Jogender Singh entered into a partition (Orally) with respect to the above land alongwith additional land. According to the said partition, the captioned land i.e. land comprised in **Khasra No.371-372/351/126-127/2(4-9-1)** alongwith additional land fell to the share of Mr. Kartar Singh and land comprised in Khasra No. 363/29(0-16) alongwith additional land fell to the share of Mr. Deep Chand and others. Mutation of the same is recorded in the revenue records vide Mutation No. 444 [reference RAPAT No. 189 dated 28/11/2000].

As per Jamabandi for the Year 2003-2004, Mr. Kartar Singh was recorded owner of the captioned alongwith additional land.

Thereafter, Mr. Kartar Singh sold the captioned land to M/s Ramprastha Builders Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 1012 registered on 17/04/2006 and the same is recorded in the revenue records vide Mutation No.538.

Later, M/s Ramprastha Builders Pvt. Ltd transferred the captioned land alongwith additional land to M/s A.S. Realcon Pvt. Ltd. vide a duly registered Transfer Deed bearing Document No. 19774 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 625.

As per Jamabandi for the Year 2008-2009, 2013-2014, M/s A.S. Realcon Pvt. Ltd was recorded owner of the captioned land alongwith additional land.

Thereafter, M/s A.S. Realcon Pvt. Ltd. sold the captioned land to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation No. 823 dated 11/10/2019.

Land comprised in Khasra No. 128 (4-17-0) situated in the revenue estate of Village Gadoli Kalan, Gurugram.

As per Jamabandi for the Year 1993-1994, 1998-1999, 2003-2004, Om Prakash (1/4 share), Mr. Hari Ram (1/4 share), Mr. Sri Lal (1/4 share) &



Mr. Raj Roop (1/4 share) were recorded owners of the captioned land alongwith additional land.

After the death of Mr Om Prakash, his $\frac{1}{4}$ share in the captioned land devolved upon his legal heirs viz. Mr. Ram Avtar, Mr. Jitender Kumar, Mr. Jagbir Singh, Mr. Bimla Devi and same is recorded in the revenue records vide Mutation No. 497.

After the death of Mr. Hari Ram, his $\frac{1}{4}$ share in the captioned land devolved upon his legal heirs viz. Mr. Joginder Singh, Mr. Satinder Singh, Mr. Ashok Kumar, Ms. Joshila, Ms. Birmati and the same is recorded in the revenue records vide Mutation No. 512.

Thereafter, Mr. Joginder Singh, Mr. Satinder Singh, Mr. Ashok Kumar, Ms. Joshila, Ms. Birmati sold their $\frac{1}{4}$ share in the captioned land to M/s Ramprastha Infrastructure Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 757 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No. 529.

Similarly, Mr. Sri Lal sold his $\frac{1}{4}$ share in the captioned land to M/s Ramprastha Builders Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 755 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No. 531.

Similarly, Mr. Raj Roop sold his $\frac{1}{4}$ share in the captioned land to M/s Ramprastha Promoters Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 775 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No. 540.

Similarly, Mr. Ram Avtar, Mr. Jitender Kumar, Mr. Bimla Devi sold their $\frac{3}{16}$ share in the captioned land to M/s Ramprastha Promoters Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 762 registered on 12/04/2006 and the same is recorded in the revenue records vide Mutation No. 547.

Similarly, Mr. Jagbir Singh sold his $\frac{1}{16}$ share in the captioned land to M/s S.A. Infratech Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 19264 registered on 13/12/2006 and the same is recorded in the revenue records vide Mutation No. 607.



Thereafter, M/s Ramprastha Infrastructure Pvt. Ltd. sold ¼ share in the captioned land to M/s S.A. Infratech Pvt. Ltd vide a duly registered Sale Deed bearing Document No. 19717 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 622.

Later, M/s Ramprastha Builders Pvt. Ltd transferred its 1/4 share in the captioned land to M/s A.S. Realcon Pvt. Ltd. vide a duly registered Transfer Deed bearing Document No. 19774 registered on 13/12/2007 and the same is recorded in the revenue records vide Mutation No. 625.

As per Jamabandi for the Year 2008-2009, 2013-2014, M/s Ramprastha Promoters Pvt. Ltd. (7/16 share), M/s S.A. Infratech Pvt. Ltd. (5/16 share), M/s A.S.Realcon Pvt. Ltd. (1/4 share) were recorded owner of the captioned land.

Thereafter, M/s S.A. Infratech Pvt. Ltd transferred its 5/16 share in the above land with M/s Ramprastha Promoters & Developers Pvt. Ltd vide Order dated 20/12/2012 passed by the Court of Smt. Inderjeet Kaur, High Court of Delhi in Case No. 340/2012. Mutation of the same is recorded in the revenue records vide Mutation No. 738 dated 19/04/2015.

Thereafter, M/s A.S.Realcon Pvt. Ltd. (1/4 share), M/s Ramprastha Promoters & Developers Pvt. Ltd. (5/16 share), M/s Ramprastha Promoters Pvt. Ltd. (7/16 share) sold the captioned land to M/s Lalwani Brothers Buildcon LLP vide a duly registered Sale Deed bearing Document NO. 7728 registered at the Office of Sub-Registrar, Kadirpur on 07/10/2019 and the same is recorded in the revenue records vide Mutation N. 823 dated 11/10/2019.

DEVELOPMENT RIGHTS OF M/S STERNAL BUILDCON PVT. LTD

The aforesaid owner company i.e. M/s Lalwani Brothers Buildcon LLP entered into a Collaboration Agreement dated 11/10/2019 with respect to the Property with M/s Sternal Buildcon Pvt. Ltd (**Developer**) for developing residential/commercial project thereon after obtaining the requisite permission from the concerned authorities and getting the plan sanctioned from the competent authority.



As per the said Collaboration Agreement, it has been agreed between the Owner and the Developer to share the gross sale revenue generated in the saleable area are as under:

Owner's Entitlement	31% in the Gross Sale Revenue generated from the sale/lease/allotment or any other nature of the entire saleable area of the project; and
Developers Entitlement	69% in the Gross Sale Revenue generated from the sale/lease/allotment or any other nature of the entire saleable area of the project; and

XII. LAND USE

The present land use is agriculture and proposed to be used for residential development purpose.

XIII. ENCUMBRANCES

Search conducted at the office of concerned Sub-Registrar of Assurances, Kadirpur, District Gurugram, Haryana.

A representative from SNG visited the office of the Sub-Registrar of Assurances, Kadirpur, District Gurugram, Haryana.

As per the inspection and search conducted by us on the basis of the record produced before us, for the last 30 years at the office of concerned Sub-Registrar of Assurances- Kadirpur, District Gurugram, Haryana, the Property is free from encumbrances. M/s Lalwani Brothers Buildcon LLP is the recorded owner of the Property and enjoy clear legal and marketable title to the Property subject to development rights of M/s Sternal Buildcon Pvt. Ltd. under Collaboration Agreement dated 11/10/2019.

Search conducted at the office of Revenue Authority of Village Gadoli Kalan, Tehsil & District Gurugram, Haryana.

As per the inspection and search conducted by us on the basis of the record produced before us for the last 30 years at the office of concerned revenue records of Villages Gadoli Kalan, Tehsil & District Gurugram Haryana, **the Property** is free from encumbrances. M/s Lalwani Brothers Buildcon LLP is the recorded owner of the Property and enjoy clear legal



and marketable title to the Property subject to development rights of M/s Sternal Buildcon Pvt. Ltd. under Collaboration Agreement dated 11/10/2019.

XIV. CONTIGUITY OF THE PROPERTY

As far as contiguity of Property is concerned a definite opinion cannot be given by us and is out of purview of our scope of work. Hence we recommend that a certificate from government registered valuer/architect, demarcating the Property and confirming contiguity of the same, shall be obtained.

XV. CURRENT POSSESSION OF THE LAND

The possession of the Property as on date lies with M/s Lalwani Brothers Buildcon LLP, however, M/s Sternal Buildcon Pvt. Ltd has got permissive possession under Collaboration Agreement dated 19/10/2019.

Please note that our observations on possession is based on and strictly confined to the legal /dejure possession of the owners companies as per revenue records and we have not commented on defacto/actual physical possession of the land vis a vis the owners companies.

XVI. RECOMMENDATIONS

- i. We have perused photocopies of documents of **the Property** mentioned hereinabove. However, we recommend that all original documents viz. Sale Deeds etc. must be verified before entering into the transaction.
- ii. Please ensure at your end that M/s Lalwani Brothers Buildcon LLP & M/s Sternal Buildcon Pvt. Ltd in the meeting of its Board of Directors and/its Shareholders, as the case may be, in compliance with its Memorandum and Articles of Association, for creation of mortgage in favour of **HDFC Capital Advisors Limited**. and also authorize one of its Directors/authorized representative to execute necessary documents for creation of mortgage.
- iii. Please ensure that necessary Form CHG-1 or any other Form as prescribed under applicable provisions of the Companies Act, 2013, is filled and registered with the relevant Registrar of Companies viz. **HDFC**



Capital Advisors Limited under whose jurisdiction the registered office of the M/s Lalwani Brothers Buildcon LLP & M/s Sternal Buildcon Pvt. Ltd are situated, to record a charge in favour of **HDFC Capital Advisors Limited** in compliance with provisions of Companies Act, 2013.

XVII. CONCLUSION

- i. This is a freehold Property, agriculture in nature proposed to be used for residential purposes.
 - ii. The property is free from encumbrances.
 - iii. The present recorded owner of the Property is M/s Lalwani Brothers Buildcon LLP subject to development rights of M/s Sternal Buildcon Pvt. Ltd. under Collaboration Agreement dated 11/10/2019.
 - iv. **Subject to observation and recommendation**, M/s Lalwani Brothers Buildcon LLP & M/s Sternal Buildcon Pvt. Ltd and can create a simple mortgage in favour of **HDFC Capital Advisors Limited** in respect of the property.
- **HDFC Capital Advisors Limited** should retain the following documents:
 1. Certified copy of Revenue Records viz. Jamabandi/Mutation etc. with respect to the Property.
 2. Original Collaboration Agreement dated 11/10/2019 between M/s Lalwani Brothers Buildcon LLP (First Party) and M/s Sternal Buildcon Pvt. Ltd (Second Party) with respect to land admeasuring 12 Bigha 48 Biswa 66 Biswansi or 9.103 Acres (details of land given hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37-D, Tehsil and District Gurugram, Haryana.

The Agreement is duly registered in the office of Sub-Registrar of Assurances, Gurugram as Document No. 7953 on 11/10/2019.

Sl.No.	Vendor Name	Khasra No	Bigha	Biswa	Biswansi	Acres
1.	Lalwani Brothers	128	4	17	0	3.0313



	Buildcon LLP	352/124-125-126/2	4	9	1	2.783
		371-372/351/126-127/2	4	9	1	2.783
		371-372/351/126-127/1	0	3	19	0.1234
		352/124-125-126/1	0	3	19	0.123
		129/2/1	0	4	7	0.136
		129/1/1	0	3	19	0.1234
		Grand Total	12	48	66	9.103

3. Original Sale Deed dated executed by M/s Ramprastha Promoters Pvt. Ltd., (2) M/s A.S. Realcon Pvt. Ltd., (3), M/s A.S. Realtech Pvt.Ltd., (4) S.A. Infracon Pvt Ltd, (5) M/s Ramprastha Promoters & Developers Pvt. Ltd in favour of M/s Lalwani Brothers Buildcon LLP with respect to land admeasuring 12 Bigha 48 Biswa 66 Biswansi or 9.103 Acres (details of land given hereunder) situated in the revenue estate of Village Gadoli Kalan, Sector 37-D, Tehsil and District Gurugram, Haryana.

The Sale Deed is duly registered in the office of Sub-Registrar of Assurances, Gurugram as Document No. 7728 on 07/10/2019.

Sl.No.	Vendor Name	Khasra No	Bigha	Biswa	Biswansi	Acres
1.	A.S.Realcon Pvt. Ltd. (1/4 share), Ramprastha Promoters & Developers Pvt. Ltd. (5/16 share), Ramprastha Promoters Pvt. Ltd. (7/16 share)	128	4	17	0	3.0313
2	A.S.Realcon Pvt. Ltd. (5/6 share),	352/124-125-126/2	4	9	1	2.783



**SNG & PARTNERS**

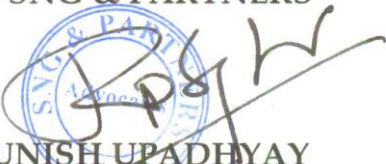
Advocates & Solicitors

	Ramprastha Promoters & Developers Pvt. Ltd. (1/6 share),					
3	A.S.Realcon Pvt. Ltd.	371-372/351/126-127/2	4	9	1	2.783
4	A.S.Realcon Pvt. Ltd.	371-372/351/126-127/1	0	3	19	0.1234
5	A.S. Realtech Pvt. Ltd.	352/124-125-126/1	0	3	19	0.123
6	S.A. Infracon Pvt. Ltd. (23/43 share), Ramprastha Promoters & Developers Pvt. Ltd (20/43 share)	129/2Min West	0	4	7	0.136
	Ramprastha Promoters & Developers Pvt. Ltd.	129/1Min West	0	3	19	0.1234
		Grand Total	12	48	66	9.103

4. Copy of Licence issued by DTCP in respect to the Property.

Should you desire any further information and/or clarification please do revert to us.

Yours Faithfully,
for SNG & PARTNERS


MUNISH UPADHYAY
ADVOCATE



Land admeasuring 12 Bigha 48 Biswa 66 Biswansi OR 9.103 Acres situated in the revenue estate of Village Gadoli Kalan, Sector 37D, Gurugram, Haryana.

Khasra No	Bigha	Biswa	Biswansi	Acres
128	4	17	0	3.0313
352/124-125-126/2	4	9	1	2.783
371-372/351/126-127/2	4	9	1	2.783
371-372/351/126-127/1	0	3	19	0.1234
352/124-125-126/1	0	3	19	0.123
129/2Min West	0	4	7	0.136
129/1Min West	0	3	19	0.1234
Grand Total	12	48	66	9.103

