



SNG & PARTNERS
Advocates & Solicitors

Date: October 18, 2019

Client: Signatureglobal (India) Pvt. Ltd.

Title Search Report

With respect to

Agriculture land admeasuring 7.325 Acres (schedule of land attached hereunder) situated in the revenue estate of Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurgaon, Haryana.

Submitted by:

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





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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 by M/s Signatureglobal (India) Pvt.Ltd., 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 Agriculture land admeasuring 7.325 Acres (schedule of land attached hereunder) situated in the revenue estate of Dhorka, Hadbast No. 120 (now Sector 95), Tehsil & District Gurgaon, 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 Gurugram, Haryana, Land Acquisition Authority, Office of concerned Revenue Department at Village Dhorka, 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 M/s Signatureglobal (India) Pvt.Ltd;

"Company" means M/s Signatureglobal (India) Pvt.Ltd.;

"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;





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"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;





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"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 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';

"Property" means Agriculture land admeasuring 7.325 Acres (schedule of land attached hereunder) situated in the revenue estate of Dhorka, Hadbast No. 120 (now Sector 95), Tehsil & District Gurgaon, Haryana. (A detailed schedule of the same is annexed as **'Annexure I'** to the Report);

"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 Agriculture land admeasuring 24.98 Acres prepared after conducting a search at Office of the Sub Registrar at Gurugram, Land Acquisition Authority and Office of concerned Revenue Department at Village Dhorka, 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;





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"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- Gurugram, Haryana and Revenue Authority, Village Dhorka, 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





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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.





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- (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.





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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 Sale Deed dated 10/01/2007 executed by Mr. Jagdev (302/348 share), Ms. Shama (46/348 share) in favour of M/s S.A. Propcon Pvt. Ltd. with respect to land admeasuring 17 Kanal 8 Marla Salam comprised in Khewat/Khata No. 20/20, Mustatil No. 11, Killa No. 16/2(4-18), 17/2(5-0), 18/2(5-0), 19/2/1(2-10) situated in the revenue estate of Village Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurugram, Haryana.

The said Deed is duly registered as Document No.21060, in Addl. Book No.1 registered at the office of Sub-Registrar, Gurgaon on 10/01/2007.

- b) Copy of Sale Deed dated 16/01/2006 executed by Mr. Rajender in favour of Mr. B.S. Yadav with respect to land admeasuring 15 Kanal 11 Marla being 1466/1691 share of land admeasuring 17 Kanal 19 Marla comprised in Khewat No. 21, Khata No. 21, Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0), 11(7-8) situated in the revenue estate of Village Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurugram, Haryana.

The said Deed is duly registered as Document No.21930, in Addl. Book No.1 registered at the office of Sub-Registrar, Gurgaon on 16/01/2006.

- c) Copy of Sale Deed dated 16/01/2006 executed by Ms. Shama in favour of Mr. Sandeep Yadav with respect to land admeasuring 2 Kanal 8 Marla being 226/1691 share of land admeasuring 17 Kanal 19 Marla





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comprised in Khewat No. 21, Khata No. 21, Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0), 11(7-8), and land admeasuring 5 Kanal 1 Marla being 226/1690 share of land admeasuring 37 Kanal 16 Marla comprised in Khewat No. 22, Khata No. 22, Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1(3-13) [**Total land admeasuring 7 Kanal 9 Marla**] situated in the revenue estate of Village Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurugram, Haryana.

The said Deed is duly registered as Document No.21838, in Addl. Book No.1 registered at the office of Sub-Registrar, Gurgaon on 16/01/2006.

- d) Copy of Sale Deed dated 16/01/2006 executed by Mr. Ajeet in favour of Mr. B.S. Yadav with respect to land admeasuring 32 Kanal 15 Marla being 1464/1690 share of land admeasuring 37 Kanal 16 Marla comprised in Khewat/Khata No. 22/22, Mustatil No.11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1(3-13) situated in the revenue estate of Village Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurugram, Haryana.

The said Deed is duly registered as Document No.21935, in Addl. Book No.1 registered at the office of Sub-Registrar, Gurgaon on 16/01/2006.

XI. DEVOLUTION OF TITLE OF THE PROPERTY

Land comprised in Khewat/Khata No. 20/20, Mustatil No. 11, Killa No. 16/2(4-18), 17/2(5-0), 18/2(5-0), 19/2/1(2-10).

As per Jamabandi for the Year 1988-1989, Mr. Jagdev, Mr. Rajender, Mr. Ajeet (3/4 share), Ms. Kasturi Devi (1/4 share) were recorded owners of the land comprised in Mustatil No. 11, Killa No. 16(8-0), 17(8-0), 18(8-0), 19(8-0) alongwith additional land.

Thereafter, Mr. Jagdev, Mr. Rajender, Mr. Ajeet sold their 160/1124 share out of 3/4 share in the land comprised in Mustatil No.11, Killa No. 17(8-0), 18(8-0), 19(8-0) alongwith additional land to Mr. Rajeev Kumar vide a duly registered Sale Deed bearing Document No. 8698 registered on 28/02/1992 and the same is recorded in the revenue records vide Mutation No. 400.





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Further, Mr. Jagdev, Mr. Rajender, Mr. Ajeet sold their 664/1124 share out of $\frac{3}{4}$ share in the land comprised in Mustatil No.11, Killa No. 17(8-0), 18(8-0), 19(8-0) alongwith additional land to Mr. Satpal Singh & Mr. Gyan Singh vide a duly registered Sale Deed bearing Document No. 8549 registered on 21/02/1992 and the same is recorded in the revenue records vide Mutation No. 401.

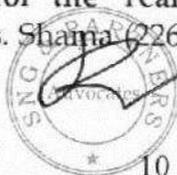
Thereafter, Ms. Kasturi Devi transferred her $\frac{1}{4}$ share in the land comprised in Mustatil No. 11, Killa No. 16(8-0), 17(8-0), 18(8-0), 19(8-0) to Mr. Jagdev, Mr. Rajender, Mr. Ajeet vide Order dated 05/12/1991 passed by H.C.S. Sub-Judge, Gurugram in Case No. 552. Mutation of the same is recorded in the revenue records vide Mutation No. 394.

As per Jamabandi for the Year 1993-1994, Mr. Jagdev, Mr. Rajender, Mr. Ajeet were recorded owner of land comprised in Mustatil No. 11, Killa No. 16(8-0), and Mr. Jagdev, Mr. Rajender, Mr. Ajeet (300/1124 share), Mr. Rajeev Kumar (160/1124 share), Mr. Satpal & Mr. Gyan Singh (664/1124 share) were recorded owners of the land comprised in Mustatil No. 11, Killa No. 17(8-0), 18(8-0), 19(8-0). AND Ms.Shama, Jagdev, Rajender, Ajeet were recorded owners of the additional land comprised in Mustatil No. 14, Killa No. 1/2(7-12), 2(8-0).

After the death of Mr. Gyan Singh, his 332/1124 share in the land comprised in Mustatil No. 11, Killa No. 17(8-0), 18(8-0), 19(8-0) alongwith additional land devolved upon his legal heirs viz. Kulwant Singh (HUF), Satpal Singh (HUF) by virtue of a WILL dated 26/12/1992. Mutation of the same is recorded in the revenue records vide Mutation No. 496.

Thereafter, the aforesaid land owners viz. Mr. Jagdev, Mr. Rajender, Mr. Ajeet, Ms. Shama, Mr. Satpal, Kulwant Singh (HUF), Satpal Singh (HUF) with respect to the above land alongwith additional land. According to the said partition, land comprised in **Mustatil No. 11, Killa No. 16/2(4-18), 17/2(5-0), 18/2(5-0), 19/2(5-0)** alongwith additional land fell to the share of Mr. Jagdev (1466/1692 share), Ms. Shama (226/1692 share), and land comprised in Mustatil No. 11, Killa No. 16/1(3-2) alongwith additional land fell to the share of Mr. Ajeet and other (which does not form part of the property) vide Ref.: RAPAT No. 316 dated 03/04/1999. Mutation of the same is recorded in the revenue records vide Mutation No. 598.

As per Jamabandi for the Year 1998-1999, 2003-2004, Mr. Jagdev (1466/1692 share), Ms. Shama (226/1692 share) are recorded owners of





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the land comprised in Mustatil No. 11, Killa No. 16/2(4-18), 17/2(5-0), 18/2(5-0), 19/2(5-0).

Thereafter, Mr. Jagdev (302/348 share), Ms. Shama (46/348 share) sold land comprised in **Mustatil No. 11, Killa No. 16/2(4-18), 17/2(5-0), 18/2(5-0), 19/2(12-10)** to M/s S.A. Propcon Pvt. Ltd. vide a duly registered Sale Deed bearing Document No. 21060 registered on 10/01/2007 and the same is recorded in the revenue records vide Mutation No. 914 dated 21/12/2018.

As per Jamabandi for the Year 2008-2009, 2013-2014 and since then, M/s S.A. Propcon Pvt. Ltd. continues to be recorded owner of the captioned land.

Land comprised in Khewat No. 22, Khata No. 22, Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1/2(3-11).

As per Jamabandi for the Year 1988-1989, Mr. Jagdev, Mr. Rajender, Mr. Ajeet (3/4 share), Ms. Kasturi Devi (1/4 share) were recorded owners of the land comprised in Mustatil No. 11, Killa No. 16(8-0), 25(8-0), Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1(8-0), 2(3-18) alongwith additional land.

Thereafter, Ms. Kasturi Devi transferred her $\frac{1}{4}$ share in the above land to Mr. Jagdev, Mr. Rajender, Mr. Ajeet vide Order dated 05/12/1991 passed by H.C.S. Sub-Judge, Gurugram in Case No. 552. Mutation of the same is recorded in the revenue records vide Mutation No. 394.

As per Jamabandi for the Year 1993-1994, Mr. Jagdev, Mr. Rajender, Mr. Ajeet were recorded owners of the above land and Ms. Shama, Jagdev, Rajender, Ajeet were recorded owners of the additional land comprised in Mustatil No. 14, Killa No. 1/2(7-12), 2(8-0).

Thereafter, the aforesaid land owners viz. Mr. Jagdev, Mr. Rajender, Mr. Ajeet, Ms. Shama with respect to the above land alongwith additional land. According to the said partition, land comprised in **Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No.12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1(3-13)** fell to the share of Mr. Ajeet (1464/1690 share, Ms. Shama (226/1690 share), and land comprised in Mustatil No. 11, Killa No. 16/1(3-2) alongwith additional land fell to the share of Mr. Satpal and other (which does not form part of the property) vide Ref.: RAPAT No.





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316 dated 03/04/1999. Mutation of the same is recorded in the revenue records vide Mutation No. 598.

As per Jamabandi for the Year 1998-1999, 2003-2004, Mr. Ajeet (1464/1690 share), Ms. Shama (226/1690 share) are recorded owners of the land comprised in Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No.12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1(3-13).

Thereafter, Ms. Shama sold her 226/1690 share in the land comprised in Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), 13/1/1(7-0), 13/2/1(3-13) to Mr. Sandeep Yadav vide a duly registered Sale Deed bearing Document No. 21838 registered on 16/01/2006 and the same is recorded in the revenue records vide Mutation No. 825 dated 17/02/2006.

Similarly, Mr. Ajeet sold his 1464/1690 share in the above land alongwith additional land to Mr. B.S. Yadav vide a duly registered Sale Deed bearing Document No. 21935 registered on 16/01/2006 and the same is recorded in the revenue records vide Mutation No. 826 dated 17/02/2006.

As per Jamabandi for the Year 2008-2009, Mr. B.S. Yadav (732/845 share), Mr. Sandeep Yadav (113/845 share) are recorded owner of land comprised in Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No. 13, Killa No.1/1(7-0), 2/1(3-13), and Ms. Shama (113/845 share), B.S. Yadav (732/845 share) were recorded owners of the land comprised in Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14).

Thereafter, Ms. Shama sold her 226/1690 share in the land comprised land comprised in Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14) to Mr. Sandeep Yadav vide a duly registered Sale Deed bearing Document No. 21838 registered on 16/01/2006 and the same is recorded in the revenue records vide Sehat Mutation No. 1177 dated 02/03/2013.

Please note that land comprised in Mustatil No. 13, Killa No. 2/1/1(0-1.5) was acquired by the Government of Haryana vide Award bearing No. 4 dated 14/06/2010 [Ref.:RAPAT No. 636 dated 14/06/2010] and ownership of the remaining land i.e. Mustatil No. 13, Killa No. 2/1/2(3-11) retained with Mr. B.S. Yadav & Mr. Sandeep Yadav. Mutation of the same is recorded in the revenue records vide Mutation No. 1091.





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As per Jamabandi for the Year 2013-2014 and since then, Mr. B.S. Yadav (732/845 share), Mr. Sandeep Yadav (113/845 share) are recorded owners of the captioned land i.e. land comprised in Mustatil No. 11, Killa No. 16/1(3-2), 25/2(3-2), Mustatil No. 12, Killa No. 19(0-12), 20(6-13), 21(8-0), 22(5-14), Mustatil No. 13, Killa No. 1/1(7-0), 2/1/2(3-11).

Land comprised in Khewat No. 21, Khata No. 21, Mustatil No. 13, Killa No. 1/2(1-0), 2/2/1(0-3), 9/2(0-2), 10/2(2-5)

As per Jamabandi for the Year 1988-1989, Mr. Jagdev, Mr. Rajender, Mr. Ajeet (3/4 share), Ms. Kasturi Devi (1/4 share) were recorded owners of the land comprised in Mustatil No. 13, Killa No. 1(8-0), 2(3-18), 9(1-6), 10(8-0) alongwith additional land.

Thereafter, Ms. Kasturi Devi transferred her $\frac{1}{4}$ share in the above land to Mr. Jagdev, Mr. Rajender, Mr. Ajeet vide Order dated 05/12/1991 passed by H.C.S. Sub-Judge, Gurugram in Case No. 552. Mutation of the same is recorded in the revenue records vide Mutation No. 394.

As per Jamabandi for the Year 1993-1994, Mr. Jagdev, Mr. Rajender, Mr. Ajeet are recorded owner of the above land alongwith additional land.

Thereafter, the aforesaid land owners viz. Mr. Jagdev, Mr. Rajender, Mr. Ajeet, Ms. Shama with respect to the above land alongwith additional land. According to the said partition, land comprised in Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0) fell to the share of Mr. Rajender (1465/1691 share, Ms. Shama (226/1691 share), and land comprised in Mustatil No. 11, Killa No. 16/1(3-2) alongwith additional land fell to the share of Mr. Satpal and other (which does not form part of the property) vide Ref.: RAPAT No. 316 dated 03/04/1999. Mutation of the same is recorded in the revenue records vide Mutation No. 598.

As per Jamabandi for the Year 1998-1999, 2003-2004, Mr. Rajender (1465/1691 share), Ms. Shama (226/1691 share) are recorded owners of the land comprised in Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0) alongwith additional land.

Thereafter, Ms. Shama sold her 226/1691 share in the land comprised in Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0) to Mr. Sandeep Yadav vide a duly registered Sale Deed bearing Document





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No. 21838 registered on 16/01/2006 and the same is recorded in the revenue records vide Mutation No. 825 dated 17/02/2006.

Similarly, Mr. Rajender sold his 1466/1691 share in the land comprised in Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0) to Mr. B.S. Yadav vide a duly registered Sale Deed bearing Document No. 21930 registered on 16/01/2006 and the same is recorded in the revenue records vide Mutation No. 827 dated 17/02/2006. **Please note that share of Mr. Rajender wrongly mentioned in the revenue records as 1466/1691 share instead of 1465/1691 share.**

As per Jamabandi for the Year 2008-2009, Mr. B.S. Yadav (1465/1691 share) & Mr. Sandeep Yadav (226/1691 share) are recorded owners of the land comprised in Mustatil No. 13, Killa No. 1/2(1-0), 2/2(0-5), 9(1-6), 10(8-0).

Please note that land comprised in Mustatil No. 13, Killa No. 2/2/2(0-2.5), 9/1(1-4), 10/1(5-15) was acquired by the Government of Haryana vide Award bearing No. 4 dated 14/06/2010 [Ref.:RAPAT No. 636 dated 14/06/2010] and ownership of the remaining land i.e. Mustatil No. 13, Killa No. 2/2/1(0-3), 9/2(0-2), 10/2(2-5) retained with Mr. B.S. Yadav & Mr. Sandeep Yadav. Mutation of the said Award is recorded in the revenue records vide Mutation No. 1091.

As per Jamabandi for the Year 2013-2014 and since then, Mr. B.S. Yadav (1465/1691 share) & Mr. Sandeep Yadav (226/1691 share) are recorded owners of the captioned land i.e. Mustatil No. 13, Killa No. 2/2/1(0-3), 9/2(0-2), 10/2(2-5).

XII. DETAILS OF LAND UNDER LAND ACQUISITION PROCEEDINGS AND LAND ACQUIRED BY THE GOVERNMENT UNDER LAND ACQUISITION PROCEEDINGS

No land acquisition proceedings.

XIII. LAND USE

The present land use is agriculture.

XIV. ENCUMBRANCES

Search conducted at the office of concerned Sub-Registrar of Assurances- Tehsil & Gurugram, Haryana.





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A representative from SNG visited the office of the Sub-Registrar of Assurances- 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 Sub-Registrar of Assurances- Tehsil & District Gurugram, Haryana, **part of the Property** is underlying charge with Altico Capital India Pvt.Ltd.

Search conducted at the office of Revenue Authority of Village Dhorka, 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 Village Dhorka, Tehsil & District Gurugram, Haryana, **part of the Property** is subject matter of charge of Altico Capital India Pvt.Ltd.

Owners mentioned in the land schedule are the recorded owners of the Property and enjoy clear legal and marketable title to the Property.

Online Search available at MCA Portal of the Concerned Registrar of the Companies.

As per online ROC search, we found charge of Altico Capital India Pvt. Ltd. over the land (details of land given below) being part of the Property.

Owners	Khewat	Khasra	Mustatil/ Killa No.	Area (in Kanal - Marla)		Acre
				K	M	
M/s S.A. Propcon Pvt. Ltd.	2	2	11//16/2	4	18	0.6125
			Total	4	18	
M/s S.A. Propcon Pvt. Ltd.	18	18	11//17/2	5	0	1.5625
			16/2	5	0	
			19/2/1	2	10	
			Total	12	10	





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XV. 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.

XVI. CURRENT POSSESSION OF THE LAND

The possession of the Property as on date lies with land owners.

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.

XVII. RECOMMENDATIONS

- i. We have perused copy of the above mentioned documents relating to the Property. However, we recommend that the entire set of original documents viz. Sale Deeds etc. shall be verified by the Client before entering into the transaction with respect to the Property.
- ii. It is recommended that an opinion/ certificate be obtained from a government registered Architect/Valuer who will opine/ certify that the land/ property intended to be purchased is contiguous and having an independent access.
- iii. Since part of the Property is underlying charge with Altico Capital India Pvt.Ltd. (details of the charge is mentioned hereunder) hence, the same is required to be released before entering in to transaction.

XVIII. CONCLUSION

- i. This is a freehold Property, agriculture in nature.
- ii. The portion/property is underlying charge of Altico Capital India Pvt.Ltd.





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- iii. Subject to our observations and recommendation, as stated above, the Owners mentioned in the schedule are the recorded owner of Agriculture land admeasuring 7.325 Acres situated in the revenue estate of Dhorka, Hadbast No. 120 (Now Sector 95), Tehsil & District Gurgaon, Haryana.

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

Thanking you,
Yours faithfully,

for SNG & PARTNERS.


MUNISH UPADHYAY
ADVOCATE



SNG & PARTNERS
Advocates & Solicitors

Continuation Sheet

SCHEDULE OF LAND ADMEASURING 7.325 ACRES SITUATED AT VILLAGE DHORKA, TEHSIL & DISTRICT GURUGRAM, HARYANA

Owners	Khewat	Khasra	Mustatil/ Killa No.	Area (in Kanal - Marla)		Acre
				K	M	
M/s S.A. Propcon Pvt. Ltd.	2	2	11//16/2	4	18	0.6125
			Total	4	18	
M/s S.A. Propcon Pvt. Ltd.	18	18	11//17/2	5	0	1.5625
			16/2	5	0	
			19/2/1	2	10	
			Total	12	10	
Sandeep Yadav S/o B.S.Yadav (226/1691 share), B.S. Yadav S/o Deep Chand (1465/1691 share)	38	38	13//1/2	1	0	0.4375
			2/2/1	0	3	
			9/2	0	2	
			10/2	2	5	
			Total	3	10	
B.S.Yadav S/o Deepchand (732/845 share), Sandeep Yadav S/o B.S. Yadav (113/845 share)	41	41	11//16/1	3	2	4.7125
			25/2	3	2	
			12//19	0	12	
			20	6	13	
			21	8	0	
			22	5	14	
			13//1/1	7	0	
			2/1/2	3	11	
			Total	37	14	
			Grand Total	58 Kanal	12 Marla	7.325 Acres

