**STRICTLY CONFIDENTIAL**

Ref. No. JNP/BARJU/P-5 Dated: - 25.11.2024

**TITLE SEARCH REPORT**

To,

Juniper Green Cosmic Private Limited

having its corporate office at Plot No. 18, 1st Floor Institutional Area, Sector 32 Gurugram-122001 and registered office at F-9, First Floor,

Manish Plaza-1, Plot no. 7 MLU, Sector-10,

Dwarka, New Delhi -110075.

**Sub**: Preliminary Title Search Report of Khasra no. 1102 of Village Barju, Tehsil Pugal and District Bikaner.

1. **PREFACE**
   1. We, Vijay Choudhary Advocate & Associates have been appointed as Legal Counsel (LC) in connection with Khasra no. 1102 of Village Barju, Tehsil Pugal and District Bikaner, Leased by aforesaid company for installation of Solar Power Project. In relation thereto, we have prepared the Title Search Report (“**Report**”) with respect to said Agriculture land **(“Immoveable Properties” or “said Property”).**
   2. This title search report is addressed to and is solely for the benefit of the client and no other person shall act, rely on this report or any part thereof.
2. **DISCLAIMER AND ASSUMPTIONS:**

This report has been prepared and is provided subject to specific assumptions and disclaimers outlined in Annexure-I, which is attached hereto and should be considered in conjunction with this Report.

1. **OBJECTIVE OF TITLE SEARCH**

The objective of the present report is to search and inspect true copies of documents related to the above properties and provide a detailed title report including report on the pending litigations if any of the said Property.

1. **PROCEDURE**

During course of Title search we were provided with true copies of documents/records related to the said property by various authorities such as sale deeds, Jamabandi records, mutation records and power of attorney and the observations made herein are based on the true copies of documents provided to us and perused during searches undertaken at the concerned offices.

1. **Description, Nature and Area of land with survey/plot numbers**

|  |  |  |  |
| --- | --- | --- | --- |
| **Nature of land & Classification of soil** | **Khasra no. – Area (In Hectare)** | **Area in  Bigha** | **Name of the Khatedar/**  **Land Owner** |
| Agricultural Land -  Barani-II | 1102  1.0000 Hectare | 3 Bigha 19 Biswa | Power Gird Bikaner Neemrana Transmission Limited through Kanchan Kumari Choudhary |

1. **Details/ Description of Documents Scrutinized**

|  |  |  |  |
| --- | --- | --- | --- |
| **Detail of Document** | **Calendar Year/Dated** | **Whether Original/ Certified Copy** | **Details of Sub Registrar Office** |
| Girdawari 2048-2051 | 1991-1994 | Certified Copy | Not Applicable |
| Milan  Kshtrefal | \_\_\_\_\_\_\_ | Certified Copy | Not Applicable |
| Girdawari 2053-2056 | 1996-1999 | Certified Copy | Not Applicable |
| Girdawari 2057-2060 | 2000-2003 | Certified Copy | Not Applicable |
| Jamabandi 2061-2064 | 2004-2007 | Certified Copy | Not Applicable |
| Jamabandi 2065-2068 | 2008-2011 | Certified Copy | Not Applicable |
| Jamabandi 2069-2072 | 2012-2015 | Certified Copy | Not Applicable |
| Jamabandi 2073-2076 | 2016-2019 | Certified Copy | Not Applicable |
| Jamabandi 2077-2080 | 2020-2023 | Certified Copy | Not Applicable |
| Mutation  no. 120 | 04.01.2002 | Certified Copy | Not Applicable |
| Mutation  no. 132 | 20.02.2004 | Certified Copy | Not Applicable |
| Mutation  no. 586 | 11.07.2023 | Certified Copy | Not Applicable |
| Mutation  no. 741 | 22.10.2024 | Certified Copy | Not Applicable |
| Khasra  Map | 21.11.2024 | Certified Copy | Not Applicable |

1. **Details/Description of Property/Agricultural Land**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Khasra no.** | **Area In Hectare** | **Area in Bigha** | **Location** | **Boundaries** |
| **1.** | 1102 | 1.0000 Hectare | 3 Bigha  19 Biswa | Village Barju, Tehsil Pugal, District Bikaner | East – 1114  West – 1103  North – 1114  South – 1114 |

1. **Chain of Title**

|  |  |
| --- | --- |
| **Sr. No.** | **Particulars** |
| **1.** | Girdawari of Samvat 2048-2051 corresponding to the Calendar Year 1991-1994 reflects Khasra no. \_\_\_\_ area measuring \_\_\_ Bigha is recorded in the name of Ilahi Baksh son of Saware Khan, by caste Musalman, as Khatedar. |
| **2.** | Copy of the Milan Kshetrafal shows old Khasra no. \_\_ is rearranged as Khasra no. \_\_ area measuring \_\_\_\_\_ Hectare and Khasra no. \_\_\_ area measuring \_\_\_\_\_\_ Hectare, Total Khasra \_\_ and Total area measuring \_\_\_\_\_ Hectare. |
| **3.** | Girdawari of Samvat 2053-2056 corresponding to the Calendar Year 1996-1999 reflects  Khasra no. 572 area measuring 2.1200 Hectare  Khasra no. 1102 area measuring 1.0000 Hectare  Khasra no. 1103 area measuring 2.6700 Hectare  Total Khasra 3 and Total area measuring 5.7900 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **4.** | Girdawari of Samvat 2057-2060 corresponding to the Calendar Year 2000-2003 reflects  Khasra no. 572 area measuring 2.1200 Hectare  Khasra no. 1102 area measuring 1.0000 Hectare  Khasra no. 1103 area measuring 2.6700 Hectare  Total Khasra 3 and Total area measuring 5.7900 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **5.** | Vide Mutation no. 120 dated 04.01.2002, the effect of the Sale Deed of Khatedar Nakab Khan son of Badhu Khan, registered at Sub Registrar Pugal, in Book no. 1, Volume no. 75 at Page no. 24 at Serial no. 15 dated 03.01.2002, he sold area measuring 1.2300 Hectare from his land bearing Khasra no. 572 along with other Khasra i.e., 575 to Abdul Samad son of Gulaam Sakhar, by caste Musalman, Resident of Vyapari Mohalla, Near Tajiyon Ki Chowki, Bikaner, as Khatedar, which was later mutated as Khasra no. 572 Min and entered in Revenue Records. |
| **6.** | Vide Mutation no. 132 dated 20.02.2004, the effect of the Sale Deed of Khatedar Nakab Khan son of Badhu Khan, registered at Sub Registrar Pugal, in Book no. 1, Volume no. 79 at Page no. 154 at Serial no. 268 dated 02.09.2003, he sold land bearing Khasra no. 572 Min admeasuring 0.8900 Hectare along with other Khasra i.e., 573 to Mohammad Suleman son of Vali Mohammad, by caste Bhati Musalman, as Khatedar. |
| **7.** | Jamabandi of Samvat 2061-2064 corresponding to the Calendar Year 2004-2007 reflects Khasra no. 1102 area measuring 1.0000 Hectare and Khasra no. 1103 area measuring 2.6700 Hectare, Total Khasra 2 and Total area measuring 3.6700 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **8.** | Jamabandi of Samvat 2065-2068 corresponding to the Calendar Year 2008-2011 reflects Khasra no. 1102 area measuring 1.0000 Hectare and Khasra no. 1103 area measuring 2.6700 Hectare, Total Khasra 2 and Total area measuring 3.6700 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **9.** | Jamabandi of Samvat 2069-2072 corresponding to the Calendar Year 2012-2015 reflects Khasra no. 1102 area measuring 1.0000 Hectare and Khasra no. 1103 area measuring 2.6700 Hectare, Total Khasra 2 and Total area measuring 3.6700 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **10.** | Jamabandi of Samvat 2073-2076 corresponding to the Calendar Year 2016-2019 reflects Khasra no. 1102 area measuring 1.0000 Hectare and Khasra no. 1103 area measuring 2.6700 Hectare, Total Khasra 2 and Total area measuring 3.6700 Hectare are recorded in the name of Nakab Khan son of Badhu Khan, by caste Musalman, as Khatedar. |
| **11.** | Vide Mutation no. 586 dated 11.07.2023, the effect of the Sale Deed of Khatedar Nakab Khan son of Badhu Khan, Registered at Sub Registrar Pugal, bearing registration no. 202403260101548 dated 28.06.2023, he sold his land bearing Khasra no. 1102 and 1103 to Mumtaj Ali son of Gulaam Sakhar, by caste Musalman, Resident of Vyapari Mohalla, Near Tajiyon Ki Chowki, Bikaner, as Khatedar. |
| **12.** | Vide Mutation no. 741 dated 22.10.2024, the effect of the Sale Deed of Khatedar Mumtaj Ali son of Gulaam Sakhar, Registered at Sub Registrar Pugal, bearing registration no. 202403260102301 dated 22.10.2024, he sold his land bearing Khasra no. 1102 area measuring 1.0000 Hectare to Power Gird Bikaner Neemrana Transmission Limited situated at C5/603, PWO Housing Complex, Sector 43, Gurugram, Haryana – 122001 through Kanchan Kumari Choudhary wife of Rukam Kesh Choudhary, by caste Choudhary, as Khatedar. |
| **13.** | Jamabandi of Base Samvat 2077-2080, Jamabandi Samwat 2077 (Calendar Year 2021) reflects Khasra no. 1102 area measuring 1.0000 Hectare is recorded in the name of Power Gird Bikaner Neemrana Transmission Limited situated at C5/603, PWO Housing Complex, Sector 43, Gurugram, Haryana – 122001 through Kanchan Kumari Choudhary wife of Rukam Kesh Choudhary, by caste Choudhary, as Khatedar. |

1. **Findings on the basis of Title Investigation and other**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Particular** | **Observations** |
| 1. | a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system? | Yes |
| b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. | The records were verified and were found to be consistent with the online records. |
| c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made? | Yes |
| 2. | a) Immoveable Properties falls within the jurisdiction of which Sub-Registrar Office? | Pugal, Bikaner |
| b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of Sub-Registrar/District Registrar/ Registrar- General. If so, please name all such offices? | No |
| c) Whether search has been made at all the offices named at (b) above? | Yes |
| d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question? | No |
| 3. | Nature of Title of the intended mortgagor over the Immoveable Properties (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.) | Not Applicable |
| 4. | If leasehold, whether; |  |
| (a) lease Deed is duly stamped and registered | Not Applicable |
| (b) lessee is permitted to mortgage the Leasehold right | Yes, if it will be agreed in the lease deed proposed to be executed and registered. |
| (c) Duration of the proposed Lease | 29 Years 11 Months |
| 5 | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; | Not Applicable |
| (a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, | Not Applicable |
| (b) the mortgagor is competent to create charge on such property, | Not Applicable |
| (c) whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. | Not Applicable |
| 6 | If occupancy right, whether; | Not Applicable |
| 1. Such right is heritable and transferable, | Not Applicable |
| 1. Mortgage can be created. | Not Applicable |
| 7 | Nature of Minor’s interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion. | No |
| 8 | Whether the title documents include any testamentary documents /wills? | No |
| (a) In case of wills, whether the will is registered will or unregistered will? | No |
| (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? | Not Applicable in Rajasthan |
| (c) Whether the property is mutated on the basis of will? | No |
| (d) Whether the original will is available? | Not Applicable |
| (e) Whether the original death certificate of the testator is available? | Not Applicable |
| (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.) | No |
| 9 | (a) Whether the property is subject to any Wakf rights? | No |
| (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? | Not Applicable |
| (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage? | Not Applicable |
| 10 | (a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor’s share if any, rights of female members etc. | No |
| (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases? | Not Applicable |
| 11 | (a) Whether the property belongs to any trust or is subject to the rights of any trust? | No |
| (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? | Not Applicable |
| (c) If so additional precautions/ permissions to be obtained for creation of valid mortgage? | Not Applicable |
| (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. | Not Applicable |
| 12 | Whether currently there is any Encumbrances or not. | No |
| 13 | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | As per revenue records, there are no statutory dues pending over the land. Further, we have also taken a letter from the tehsildar. |
| 14 | Whether there is breach of Rajasthan Ceiling on Agricultural Holding Act 1973 ever by Khatedar. | No |
| 15 | Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc. | Not Applicable. So far as mortgage is concerned, the same has be in accordance with the provisions of Rajasthan Land Revenue Act and Rajasthan Tenancy Act. |
| 16 | Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases. | Not Applicable |
| 17 | Additional aspects relevant for investigation of title as per local laws. | Mutation entries reflected in Jamabandi were individually investigated in respect of the proposed property, whereas no such restriction is found and it is in order. A copy of the aforesaid documents is attached with the report. |
| 18 | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | Not Applicable |
| 19 | Restriction/prohibition under personal law of the owner/mortgager | Not Applicable |
| 20 | Availability of chain of title documents for 30 years | Documents referred in S. No. 2 above |
| 21 | Dues recoverable as land revenue whether outstanding. | As per the revenue record, no dues are recoverable as land revenue. |
| 22 | Current land use – Agriculture/ Residential /industrial/commercial | Agricultural |
| 23 | Whether the property is acquired under Land Acquisition Act, 1894 and applicability of other State Legislation | As per revenue records, the property is not acquired under Land Acquisition Act |
| 24 | Findings on absolute, clear and marketable title of the immovable property proposed to be mortgaged | Owners of the land have a clear and marketable title over the land & further opinion only after review of pending documents marked in yellow colour. |

**Conclusion:**

In view of the aforesaid perused documents and enquiries made thereunder, we note that M/s Power Gird Bikaner Neemrana Transmission Limited is the absolute and recorded owner of the subject Property admeasuring **1.0000 Hectare** comprised in **Khasra no. 1102** and is legally competent to grant a leasehold rights to Juniper Green Cosmic Private Limited for a period of 29 Years 11 Months and to execute necessary agreements to give effect of the same.

Thanking you and assuring you of our best co-operation at all times.

Regards

**Vijay Choudhary**

**Advocate & Associates**

**Enclosures:**

**Annexure-I – Disclaimer(s) and Assumptions of the Firm**

**ANNEXURE - I**

**DISCLAIMER**(S): The observations, findings and suggestions given by us in this report are based upon the true copies / photocopies of the documents received by our office from our Client. Opinions rendered in this due diligence report are subject to the following:

* At the outset, Vijay Choudhary Advocate & Associates has assumed that the true copies of documents received to our office are up to date & authentic and accordingly has placed reliance on the same in the preparation of this Report.
* This Report is an update of the title for which we have conducted an independent title search in the relevant government offices. For the purpose of this report, we have assumed that certified copies of documents furnished or shown during the search by government authorities/agencies are true copies of their original counterparts.
* This Report is subject to change, based on any additional information that may be received subsequently.
* This report may not be regarded as absolute and should not be relied upon as a substitute.

**ASSUMPTIONS:** This Report has been prepared on the basis of the following assumptions that:

* The Information provided to us for review and reviewed by us were true, complete and is in full force and effect, incorporates on its face all amendments, which have been made to it, and has not been terminated.
* The Information reviewed by us for the preparation of this Report was and shall remain true.
* Whenever our opinion, with respect to the existence or absence of facts, is qualified by specific phrases or a phrase of similar import, it indicates that except a explicitly stated in the report we have not undertaken (and will not undertake) any independent investigation to determine the existence of absence of such facts.
* There are no facts or circumstances in existence and no events have occurred, which render any of the documents void or voidable, or repudiated or frustrated, or capable of rescission for any reason, and in particular but without limitation by reason of the lack of consideration, default, fraud or misrepresentation.
* No opinion may be inferred or implied beyond the matters expressly stated herein and no portion of this opinion may be quoted or in any other way published without our specific prior written consent.
* We express no opinion or belief as to the financial data or schedules derived therefrom, included in or incorporated by reference into the documents provided to us.
* Our analysis is based solely on the original/certified documents furnished to us. We assume, for the purpose of this opinion, that all facts and document provided to us are accurate and correct. We have assumed the competency of the signatories to executed documents provided to us, the genuineness of all signatures, the authenticity of all documents submitted to us, the conformity to original documents of all documents submitted to us as hardcopies, and the accuracy and completeness of all records made available to us.
* We have assumed that all executed documents provided to us (i) were properly and validly executed and delivered by the parties thereto; (ii) were within their powers; (iii) were their legal, valid and binding obligations; (iv) were in compliance with all applicable laws, rules and regulations governing the transactions; and (v) such extracts contained an accurate and complete details thereof and that the same continues to be valid and in full force.