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**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION**

I.A. NO. ⁸⁷³³⁵ OF 2018

IN

T.C. (C) No. 2 of 2004

In the Matter of :

The Securities and Exchange Board of India Petitioner

Versus

The Golden Forests (India) Ltd.

.... Respondent

Through Committee- GFIL

(Appointed by Supreme Court of India)

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New Delhi

Date:

Suruchii Aggarwal
Advocate

Counsel for Applicant- Committee – GFIL
(Appointed by Hon'ble Supreme Court of India)

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IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

I.A. No. 87335 of 2018

IN

T.C. (C) No. 2 of 2004

IN THE MATTER OF :

The Securities and

Exchange Board of India

...Petitioner

Versus

The Golden Forests (India) Ltd

....Respondent

APPLICATION FOR DIRECTION.

MOST RESPECTFULLY SHOWETH:

1. M/s. Golden Projects Limited purchased land measuring 116 Bighas in Village Samgoli, Tehsil Derabassi, District SAS Nagar (Mohali) through two Sale Deed nos. 739 and 740 dated 13.5.1997. The Land Acquisition Collector, District SAS Nagar (Mohali) on 10.5.2017 passed an award regarding acquisition of land, which are subject matter of above two sale deeds.

The Committee came to know about the acquisition when the Sarpanch, Gram Panchayat Samgoli filed complaint before the Committee and contended that the lands belong to M/s Golden Projects Ltd notwithstanding the mutation of said land was not entered in favour of M/s Golden Projects Limited (an

associate company of M/s Golden Forests India Ltd) in the revenue record and therefore, the company M/s. Golden Projects Limited is entitled to the compensation of Rs.33,66,50,000 (Rupees Thirty-three Crore Sixty-six lac Fifty thousand only) under the award.

2. Shri Iqbal Singh and others also approached the Committee with a request to accept their title, ownership and possession of land covered by two sale deeds. However, it is not disputed that this land has been acquired under the Land Acquisition Act, 2013 for a public purpose. Shri Iqbal Singh and others claimed compensation under the award dated 10.5.2017 passed by the Land Acquisition Collector.
3. The case of the objectors is that Golden Forests (India) Limited has no connection with the acquired land as it belongs to M/s Golden Projects Ltd. It was also stated that the land had been sold 2, 3 times to new buyers in whose favour sale deeds have been registered and mutation entered. They also relied upon a report of District Collector, SAS Nagar which states that the land was never entered in the name of Golden Projects Ltd and that the persons mentioned in the award are the true owners.
4. The Sarpanch, Gram Panchayat Samgoli pleaded that the land in question was sold by Aikom Singh and Vijay Singh to Golden Projects Limited, the sale deed was signed on behalf of seller through their GPA Vinod Viyogi. Mutation of said land was not entered in favour of Golden Projects Limited in the revenue record. Later after the death of Vijay Singh, mutation was entered in the name of Aikom Singh, who further sold the

same land to various persons. Sarpanch, Gram Panchayat Samgoli requested the Committee that if the notification is not challenged the subsequent purchasers of the land will succeed in getting compensation.

5. The Hon'ble Supreme Court vide its order dated 5.9.2006 directed to recover possession of properties of the companies in accordance with the revenue entries relating to the year 1998 and onwards. The relevant portion of the order is reproduced as under:

"33. Accordingly, the Deputy Commissioner and other revenue authorities in the States of Punjab / Haryana and Uttaranchal are directed to help the Committee in ascertaining the details of properties owned by GFIL and to extend all help and cooperation to recover the possession of such properties even with the help of police, if and when required, and to demarcate the lands belonging to the companies in accordance with the revenue entries relating to the year 1998 and onwards.

34. Chief Secretaries and the DGPs./IGPs. are directed to issue suitable directions to all the Deputy Commissioners, police officers and civil servants to render such help".

Copy of order dated 5.9.2006 is annexed as **ANNEXURE A-1**.

6. The Hon'ble Supreme Court vide its order dated 15.10.2008 directed the Committee to take possession of all the properties owned by Golden Forest Group of companies and also

directed to decide the claim of third party in respect of any of these properties and pass appropriate orders, subject to confirmation by this Court. The relevant portion of the order is reproduced as under:

"The Committee is authorized to take possession of all the properties owned by the respondents. If there are any valid claims in respect of any of these properties by third parties, the Committee may consider the same and pass appropriate orders, subject to confirmation by this Court."

Copy of order dated 15.10.2008 is annexed as **ANNEXURE A-2**.

7. Therefore, under the orders dated 5.9.2006 and 15.10.2008 as discussed above, the Committee after hearing all the concerned parties including Revenue officials of Derabassi passed a detailed order dated 29.8.2017 findings of which are as under:

"20. The submissions of Iqbal Singh & others are based on the revenue record but the fact remains that the two sale deeds dated May 13, 1997, conveying title to Golden Projects Ltd, have not been declared illegal by any civil court. At the same time the purchaser never applied for mutation of the record on the basis of the sale deeds. Party in whose favour sale deeds have been executed, does not get deprived of title simply because the sale deeds have not been

incorporated in the revenue record through mutation.

Therefore, the title of Golden Projects Limited remains intact and the land is in the custody of the Committee in accordance with the directions of the Supreme Court reproduced in paragraph no. 1 of this order.

In the result, the Committee finds that Golden Projects Limited is the owner of the land in question on the basis of the two sale deeds dated May 13, 1997. This order be sent to Land Acquisition Collector, with the direction to place it on record and release compensation amount of 116 Bighas to the Committee".

Copy of the order dated 29.08.2017 passed by the Committee is annexed as **ANNEXURE A-3**.

8. It is pertinent to bring to the notice of the Hon'ble Court that the matter is now pending before the Addl. District Judge, SAS Nagar Mohali under Land Reference bearing No. LAC CIS No. 511 of 2017.
9. The Committee prays that:
 - a) The order dated 29.08.2017 (Annexure A-3) passed by the Committee may pleased be confirmed.
 - b) The Land Acquisition Collector, District SAS Nagar (Mohali) be directed to release compensation amount as decided under Award dated 10.5.2017 towards 116 Bighas to the Committee.

c) Pass any other order as deemed fit and proper.

Filed by
Dated

Suruchii Aggarwal
Advocate
Applicant - Committee-GFIL
(Appointed by the Supreme Court)

IN THE SUPREME COURT OF INDIA
(CIVIL APPELLATE JURISDICTION)

I.A. NO. OF 2018

IN

T.C. (C) No. 2 of 2004

In the Matter of :

The Securities and Exchange Board of India Petitioner

Versus

The Golden Forests (India) Ltd. Respondent
Through Committee- GFIL
(Appointed by Supreme Court of India)

AFFIDAVIT

I, Sh. Brij Mohan Bedi S/o Sh. Sadhu Ram Bedi Aged
about 67 years R/o H.No. 22, Sector -4 Panchkula, working as
Member, Committee-GFIL do hereby solemnly affirm and declare
as under:-

I am Member, Committee-GFIL, I am duly authorized and
being fully conversant with the facts and circumstances of the
case, I am competent to swear this affidavit.

2. I say that the Interlocutory Application for directions is drafted
under my instructions and the contents thereof are true to the
best of my knowledge and belief based on records.


DEPONENT

VERIFICATION: -

Verified on this 29th day of June 2018 at Chandigarh that the contents of paras 1 to 2 the above affidavit are true to my knowledge based on records and nothing material has been concealed there from.

hume

DEPONENT

Certified that the affidavit of SPA has been read over and explained to the deponent/affiant who read the same at the time of making thereof.



ATTESTED & IDENTIFIED

SHADHINA TRIKHA
NOTARY Chandigarh

29/6/18

I identify the deponent/declarant executant who has signed the document in my presence.

Shadhina Trikha
Signature

ITEM NO.1

COURT NO.4

SECTION XVIA

**SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS**

I.A. NOS.28, 36, 41, 42, 43, 44, 45, 46 & 47-49 and IA No. 50 in IA No. 33 IN
TRANSFER CASE (CIVIL.) NO. 2 OF 2004

THE SECURITIES & EXCHANGE BD. OF INDIA

Petitioner(s)

VERSUS

THE GOLDEN FORESTS (I) LTD.

Respondent(s)

(For directions, intervention, stay, clarification and/or modification of
the order dated 19.8.2004, impleadment, modification of Court's
order dated 17.8.2004, filing of summary of records and office
report)

[For urgent direction]

WITH I.A. Nos.5, 6, 7-11, 13, 14-15, 16-18, 19-22 and 23-24

in T.C.(C) NO.68/2003

(For directions by the Committee appointed by this Hon'ble Court, directions,
impleadment, exemption from filing O.T. and impleading party and office
report)

With

IA No. 4 in WP(C) No. 188/2004 (for urgent directions and office report)

Date: 05/09/2006 This Matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ASHOK BHAN

HON'BLE MR. JUSTICE MARKANDEY KATJU

For Petitioner(s)

Mr. Altaf Ahmed, Sr. Adv.

Mr. Bhargava V. Desai, Adv.

Mr. Rahul Gupta, Adv.

Ms. Varuna Bhandari Gugnani, Adv.

	Mr. Rameshwar Prasad Goyal ,Adv
In IA 23	Mr. Harpal Singh, in person.
For the Committee	Ms. Suruchii Aggarwal ,Adv Mr. Prashant Chouhan, Adv.
For Respondent(s)	Mr. S.K. Passi, adv. Ms. Naresh Bakshi,Adv.
For Drive-in Tourist Resorts Pvt. Ltd.	Mr. Alok Gupta ,Adv Mr. Ranjan Mukherjee ,Adv Mr. N.R. Choudhury, Adv. Mr. Somnath Mukherjee, Adv. Ms. Kiran Suri ,Adv Ms. Minakshi Vij ,Adv Mr. Ugra Shankar Prasad ,Adv Mr. Abhijit Sengupta ,Adv Mr. K.C. Dua ,Adv Mr. Subramonium Prasad ,Adv Mr. G. Ramakrishna Prasad ,Adv Mr.Khwairakpam Nobin Singh ,Adv
For intervenor(s)	Mr. M.C. Dhingra ,Adv Mrs. V.D. Khanna, Adv. for M/S I.M. Nanavati Associates ,Adv Mr. Aditya Sharma, Adv. Mr. K.S. Rana ,Adv Ms. Chitra Markandaya ,Adv Mr. B. Sridhar, Adv. M/S. K.Ramkumar & Associates ,Adv Mr. Makarand D.Adkar, Adv. Mr. Vijay Kumar, Adv. Mr. Vishwajit Singh ,Adv Mr. Bimal Chakraborty, Adv. Mr. B.K. Pal, Adv. Ms. Sunita Sharma, Adv. Mr. S.K. Sabharwal, Adv.
State of Punjab	Mr. R.K.Rathore, AAG PB Mr. Arun K. Sinha, Adv.
State of Uttaranchal	Mr. Avatar Singh Rawat, AAG Mr. Jatinder Kumar Bhatia, Adv.
For Golden Forest	Mr. R.K. Jain, Sr. Adv. Mr. Ashok Kumar Singh, Adv.

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Mr. S.B. Meitei, Adv.
Mr. Deepak Jain, Adv.
Mr. Arjun Singh, Adv.

Mr. Naresh Kumar Adv.

Mr. Surender Sharma, Adv.

Mr. S.N. Pandey, Adv.

For M.A. Shah

Mr. D.K. Garg, Adv.

For State of W.B.

Mr. T.C. Sharma, Ms. Neelam Sharma, Advs.

UPON hearing counsel the Court made the following

O R D E R

1. On our direction the counsel appearing for the Securities & Exchange Board of India [SEBI] has filed the Note dated 4th of September, 2006 containing the factual history of the case along with the directions sought for by the Committee. There is no dispute on the facts stated to us by the SEBI in the aforesaid Note submitted by the SEBI, which are as follows:

2. M/s. Golden Forest (India) Limited, Chandigarh [for short "GFIL"], the respondent herein, was incorporated on 23rd February, 1987 and was granted certificate of commencement of business on 6th March, 1987. The main objects of the GFIL were, inter alia, development of agricultural land, social forestry farms, etc. From the commencement of the business, the GFIL had come out with several schemes for raising funds from the investors. The GFIL had mobilized approximately Rs. 16 lakhs in 1987, Rs. 3 crores by 1990 and by the year 1997 it had mobilized about Rs.311 crores. It had also acquired about 7750 acres of land. It had mobilised an amount of Rs.1037 crores as on 31st December, 1997 on a capital base of Rs.10 lakhs only.

3. On the basis of investors' complaint, the Department of Company Affairs had found the GFIL violating various provisions of The Companies Act as well as accounting and auditing procedures.

4. On 26th November, 1997 by a press release as also public notice dated 18th December, 1997, SEBI had called upon the existing "Collective Investment Schemes" to submit information to SEBI and further informed that the Regulations are under preparation and till that time no further schemes are to be sponsored.

5. Thereafter SEBI conducted survey on various collective investment schemes floated by different persons including the respondents. On the basis of the survey reports, SEBI issued order dated 9th January, 1998 to the GFIL under Section 11B read with Section 11 of The Securities & Exchange Board of India Act [for short "the SEBI Act"] directing it not to mobilise any further funds from the investors and restrained it from selling, assigning or alienating any of the assets out of the corpus of the scheme. The GFIL however questioned the power of the SEBI to issue such directions.

6. Having received further complaints of misappropriation of funds and transfer of funds by GFIL, SEBI requested the Government to take action against the company-GFIL.

7. Due to non compliance of the aforesaid order dated 9th January, 1998 and to protect the interest of investors, SEBI filed a Writ Petition in public interest (PIL) being Writ Petition No. 344 of 1998 before the High Court of Judicature at Bombay, seeking certain restraint orders against the GFIL and its promoters/directors. SEBI, being the statutory administrative body to monitor the stock market, filed the aforesaid Writ Petition - WP No. 344/98 to protect the interest of various investors in GFIL since the GFIL failed and neglected

to get itself registered under the SEBI (Collective Investment Scheme) Regulations, 1999 and to subject itself to regulating mechanism of SEBI under the powers conferred upon it under the SEBI Act.

8. The following directions were sought in the aforesaid writ petition before the High Court of Bombay:

- "a) that this Hon'ble Court issue a writ of Mandamus or a writ in the nature of mandamus or any other writ, direction or order under Article 226 of the Constitution of India, directing Respondent No.2 to issue orders against all the Commercial Banks and/or Cooperative banks where Respondent No.1 has an account directing the Commercial Banks and/or the Cooperative Banks to restrain Respondent No.1 from withdrawing any funds from any of its accounts with the said commercial banks and/or Cooperative banks and /or any of their respective branches whether in India or abroad.
- b) that pending the hearing and final disposal of this Petition this Hon'ble Court may be pleased to appoint any fit or proper person as a Special Officer or may appoint any agency as this Hon'ble Court may deem fit to operate the Bank accounts of Respondent No.1 to pay off those investors whose investments have matured or are likely to mature shortly;
- c) that pending the hearing and final disposal of this Petition the Special Officer or agency as the case may be directed by an order of this Hon'ble Court to act in accordance with the directions given from time to time by this Hon'ble Court if this Hon'ble Court deems fit and proper;

- d) that pending the hearing and final disposal of this Petition, Respondent No.2 be ordered and directed to issue orders against all the Commercial Banks and or Cooperative Banks where Respondent No.1 has an account directing the Commercial Banks and/or the Cooperative Banks to restrain Respondent No.1 from withdrawing any funds from any of its accounts with the said Commercial Banks and/or Cooperative banks and/or any of their respective branches whether in India or abroad;
- e) that pending the hearing and final disposal of this Petition, Respondent No.1 by itself or by its servants and agents be restrained by an order of this Hon'ble Court from receiving any monies from any investor under a new scheme or existing schemes, from operating any of its Bank accounts by withdrawing any monies from any of its bank accounts or from transferring, selling, assigning or alienating in any way the assets created out of the corpus of the Schemes of Respondent No.1 or from in any manner dealing with or disposing off any of its assets whether moveable or immovable tangible or intangible without the prior written permission of the Petitioner.
- f) that pending the hearing and final disposal of this Petition this Hon'ble Court be pleased to direct Respondent No.1 to render its full and complete accounts in respect of the funds mobilized by Respondent No.1 under all its schemes, payments, if any, made to its investors, source of such payment and details of monies to be immediately repaid to the investors under all its schemes, and to hand over true copies of all books of accounts, bank statements and all banking documents, papers, vouchers, records, registers and all other documents containing details of the land,

documents supporting the purchase or lease of various land including lien agreements entered into with the various unit holders from inception till date, in its custody possession and power to the Special Officer or Agency as the case may be.

g) for interim and ad interim reliefs in terms of prayer (b) to (f)

above;

h) for costs of this Petition; and

i) for such further and other reliefs as the nature and

circumstances of the case may require or as this Hon'ble Court may deem fit and proper:"

9. The High Court of Bombay passed various orders from time to time protecting the investors' interest by way of injunction, restraint orders and also directed the SEBI and Reserve Bank of India [RBI] to constitute a Committee for taking stock of the situation. The Committee was constituted and report was submitted which affirmed various violations and manipulations and non-genuineness of the schemes of the GFIL. On an order passed by the Bombay High Court, Credit Rating Information Services of India Ltd. [CRISIL] gave a high risk rating to the GFIL as Grade-V.

10. GFIL through the constituted attorney filed an affidavit dated 14th July, 1998 and informed that the GFIL and its subsidiaries had total assets worth Rs.1395.41 crores as on 31st March, 1998; that its investment mobilised and outstanding are at Rs.735 crores as on 7th of March, 1998 and; that they were confident of meeting all the liabilities and have also formulated a scheme of premature repayment.

11. The High Court of Bombay by its order dated 23rd of November, 1998, approved the scheme of premature repayment as proposed by the GFIL, with interim directions. The said order is extracted in extenso:

" Heard the learned counsel for the parties.

2. It has been pointed out by the learned Counsel for the company that the company is at present holding land worth about Rs.1,350 crores and is in a position to repay the amount of all the investors.
3. He, therefore, states that the company and its Directors shall give an undertaking to this Court on or before 30th November 1998 to the effect that the company is prepared to refund the amounts of the shareholders as well as the investors if they so demand and the demand application is received by the company and/or its Directors on or before 31st January 1999. He further states that public advertisements would be issued in leading newspapers all over the country on or before 15th December, 1998 for the said purpose. He further submits that genuineness of the demands/applications would be processed by the company or its Directors on or before 31st March 1999. Wherever the applications are found to be of genuine shareholder or investor, the amount invested by them would be refunded on or before 31st December 1999 with interest thereon @ 10% per annum.
4. In view of the aforesaid statements, the company and its Directors are directed to file necessary undertaking on or before 30th November 1998. It would be open to the respondent-company to apply to concerned authorities as also to this Court, after 31st March 1999, for sale of some part of the land for realizing the amount and paying it over to the investors who have demanded refund of amount/and or deposits.
5. The respondent-company and its subsidiaries as well as the Directors are directed not to dispose of any property of the respondent-company or its subsidiaries or its Directors till further orders.
6. Stand over to 1st April 1999.

7. Issuance of certified copy of this order is expedited."

[Emphasis supplied]

12. The GFIL assured the High Court that it was complying with the scheme of repayment as approved by the High Court and prayed for removal of restraint orders so as to withdraw the funds and make repayment. The High Court permitted the GFIL to negotiate sale of assets with a view to generate liquidity to pay off the liabilities but not to create any interest in the assets in favour of the proposed purchasers and should not enter into any agreement. The GFIL initially sought permission of the High Court of Bombay to sell off 19 properties but could not sell or negotiate and moved the High Court. Thereupon, the High Court Bombay appointed Hon'ble Mr. Justice M.L. Pendse (retired Chief Justice) as private receiver vide its order dated 16th February, 2000 to sell the 19 properties as given in Annexure to the affidavit filed by GFIL.

13. After the appointment of Justice Pendse as private receiver for disposing of 19 properties of the GFIL to repay to the investors, a number of writ petitions came to be filed in various High Courts along with applications for restraint against the sale of properties and other similar relief so as to frustrate the working of the private receiver appointed by the High Court of Bombay.

14. The SEBI, apprehending that the various writ petitions filed in the various High Courts may result in passing of conflicting orders, thus frustrating the payment to the investors, filed a petition in this Court, seeking transfer of writ Petition No. 344/98 from the High Court of Bombay to its own board and stay of the proceedings in other High Courts in relation to the writ petitions. This Court vide its order dated 12th September, 2003, while allowing the transfer Petition, transferred to this Court:

(i) W.P. No. 344/1998;

- (ii) all proceedings referred to in Annexure P-3 to the Transfer Petition;
- (iii) all winding up Petitions (other than listed in Annexure P-3), if pending in any High Court; and directed
- (iv) that no other Court except this Court to entertain any winding up proceedings relating to the GFIL; and
- (v) the order to be communicated to all Courts.

15. The writ petition so transferred (being WP No. 344/98) from the High Court of Bombay was renumbered as Transferred Case No. No.2/2004.

16. In the High Court of Punjab and Haryana at Chandigarh a winding up petition being Company Petition No.60/2001 was filed in which Mr. Justice R.N. Agarwal (retired Chief Justice of the High Court of Delhi, now heading the Committee appointed by this Court) was appointed as the provisional official liquidator. The said Company Petition was also transferred to this Court and numbered as T.C. No. 68/2003. Similarly, other cases which were pending in various other High Courts were also transferred to this Court.

17. On 27th July, 2004 this Court passed a detailed order and dealt with IA Nos. 1, 9 and 28 of 2004 and passed certain interim directions and put forward a proposal for appointment of a Committee. The gist of the said order is as under:

The Private Receiver appointed by Bombay High Court Justice (Retd) M.L. Pendse to submit status report to apprise the Hon'ble Court on the stage of proceedings. RBI, SEBI and other investors were granted two weeks time to make suggestions on the appointment of Central Committee to be nominated by this Court which should be entrusted with the responsibility of realising the assets, distributing the

receipts amongst the claimants after identifying their claims and investigating into siphoning off the funds by GFIL.

All pending applications directed to be listed for hearing on the next date.

IA No.1/2004 in TC No. 68/2003: The sale of 15 properties for which tenders were issued by Provisional Liquidator not to be finalized but continue to receive the tenders.

IA No. 9 in TC No. 2/2004: All accounts of GFIL, its subsidiaries and associate companies as per list in IA No.1 were directed not to be operated either by themselves, their officers/agents unless permitted by this Court. RBI to issue circulars to all banks in the country.

IA No.28/2004 in TC No. 2/2004 by Drive-in-Tourist Resorts Pvt. Ltd.: The Resort-Applicant undertakes to make payment of rent @ Rs. 1 lakh per month for the period 1st August, 2003 till date to Provisional Liquidator within two weeks. Thereupon the PSEB to be informed for restoring Electricity to the Resort. And further payment by the applicant to Provisional Liquidator to continue on month to month basis by 15th of each month. This is in interim arrangement. IA not disposed off.

18. Thereafter the matter came up before this Court on 17th August, 2004 and again this Court passed an order for appointment of a Committee and dismissed the applications of various parties to be impleaded as parties. Certain restraint orders were passed against the GFIL, its Directors, Officers, employees, agents and/or power of attorney holders

from creating any third party rights on any of the assets. The gist of the said order is as under:

All petitioners in Transfer Petitions to file their copies of writ petitions and copies be given to SEBI & RBI and other parties within a month.

The Company, its Directors, Officers, Employees, agents and / or power of attorney holders are restrained from alienating, encumbering, creating any third party rights or transferring in any manner whatsoever any of the assets of the Company and/or their personal assets and restrained from making any withdrawals from any of the accounts.

Proposal for appointment of committee recorded.

All applications for intervention/impleadment filed by the depositors / investors stand dismissed.

The depositors/investors must submit their claims before the Committee which will be appointed by the Court who will consider their claims. This Court will then decide how the assets of the Company should be distributed.

- No other Court or Forum or Tribunal any claim or application for return of monies or interest as this Court will deal with the same after realization of all assets. If any claims already filed, the same shall remain stayed.
- It was further clarified that criminal cases are not covered by this Order and can proceed.
- IA Nos. 1,5,9,6,30,7,14,15,32 in TC No.2/2004 dismissed as not pressed.
- IA No. 25 in TC No.2/2004 dismissed as withdrawn.
- IA No. 11 in TC No.2/2004 dismissed as infructuous.

- IA No. 28 in TC No.2/2004: Time to deposit extended by four weeks. If not deposited within four weeks, the earlier order to stand vacated.
- Matters directed to be listed on 19th August, 2004.

19. On 19th of August, 2004, this Court had appointed Hon'ble Mr. Justice K.T. Thomas, a retired Judge of this Court, with an officer nominated by RBI and SEBI both as a Committee, with various directions which are summarized as under:

- (i) The Chairman of the Committee at liberty to appoint CA to assist.
- (ii) Committee to take in custody all assets of the company [GFIL] with the help of Police/DM, if required.
- (iii) Committee to issue advertisements calling upon all creditors to submit their claims before the Committee.
- (iv) After realization of the assets and scrutinization of the claims the Committee to put up a report to this Court [in 6 months]
- (v) The Provisional Liquidator and the Bombay High Court receiver discharged and directed to handover all books, assets etc. to the Committee.
- (vi) Committee may have to visit and function at different places.
- (vii) FDR's to remain in the name of Provisional Liquidator till maturity and thereafter in the joint names of Committee members.
- (viii) Provisional Liquidator not to alienate or encumber the receipts in any manner.
- (ix) Committee granted liberty to approach this Court.

20. On the inability expressed by Hon'ble Mr. Justice K.T. Thomas to head the Committee, this Court on 10th of September, 2004 appointed Mr. Justice R.N. Agarwal, who had been appointed as Provisional Liquidator by the Punjab and Haryana High Court in Company Petition No. 60/2001 as Chairman of the Committee along with an official each of the SEBI and RBI as members.

21. Thereafter the matter has been coming up before this Court from time to time and the Court has been passing certain directions.

22. The Committee headed by Justice R.N. Agarwal has, inter alia, filed a status report dated 10th of August, 2006 supplemented by the report dated 2nd of September, 2006 seeking certain directions.

23. We have taken into consideration these status reports. As per these reports, the directions are sought by the Committee on the following points :

A. Reconstitution of the Committee:

B. Immovable properties identification, taking possession and removal of encroachments:

C. Directions regarding sale of properties:

D. Setting aside sale of immovable properties:

E. Various settlements by or on behalf of the respondent-company

F. Directions regarding claims made by investors on their investments:

G. Properties of Golden Group:

H. Action against Manzoor Ahmad Shah:

24. We would take up these points one by one and pass appropriate orders on each of them separately.

A. **Reconstitution of the Committee:**

25. Reconstitution of the Committee for faster results has been sought with the Chairman and other members who have experience and interest in the field work and also sale of properties. Also a small police force including

an officer with the rank of Deputy Superintendent of Police [DSP] is sought to be attached with the Committee. It was stated that the officials appointed by the SEBI and RBI as members of the Committee had little to contribute in matters of realization of properties. The Committee has suggested some names for induction in the Committee and also obtained telephonic consent from one of them.

26. Justice R.N. Agarwal shall continue to be the Chairman of the Committee.

27. Counsel appearing for the SEBI and Mr. R.K. Jain, learned senior counsel appearing for the GFIL have no objection to such reconstitution of the Committee and the officials of the SEBI being relieved. RBI is not a party before us. Accordingly, we relieve the officials of SEBI as well as RBI from being members of the Committee and in their places S/Shri H.L. Randev and B.S. Bedi, former District and Sessions Judges in the State of Punjab, are appointed as members of the Committee.

28. It is submitted by Shri R.K. Jain, learned senior counsel appearing for the Company, that an officer of the GFIL should also be taken as a member of the Committee which prayer is rejected. However it would be open to the Committee, if it deems fit, to take assistance of any officer of the company to identify the companies and their assets.

29. The Committee has not suggested the names of any officer from the revenue or the police whom it seeks to associate with itself in discharging its work effectively. We leave it to the Committee to appoint one retired revenue officer as well as a police officer who it thinks to be of assistance.

30. The Chairman of the Committee shall determine the remuneration which is to be paid to the other members of the Committee as well as the

officers so appointed. The Chairman of the Committee shall also be at liberty to requisition the services of a revenue official and a police officer from the Chief Secretaries of Punjab / Haryana who are directed to release the officers, so requisitioned, to assist the Committee to effectively discharge the work entrusted to it.

B. Immovable properties identification, taking possession and removal of encroachments:

31. Directions are sought to be given to the Deputy Commissioners and other Civil and Revenue authorities of the States of Punjab and Uttaranchal to help in ascertaining the details of the properties owned by the GFIL and to extend all help and cooperation to recover the possession of such properties with the help of police, if and wherever required and to demarcate the lands belonging to the companies in accordance with the revenue entries relating to the year 2000 and onwards.

32. The GFIL or any of the other lawyers representing various other claimants have no objection to issuance of the directions sought for by the Committee under this point.

33. Accordingly, the Deputy Commissioner and other revenue authorities in the States of Punjab / Haryana and Uttaranchal are directed to help the Committee in ascertaining the details of properties owned by GFIL and to extend all help and cooperation to recover the possession of such properties even with the help of police, if and when required, and to demarcate the lands belonging to the companies in accordance with the revenue entries relating to the year 1998 and onwards.

34. Chief Secretaries and the DGPs./IGPs. are directed to issue suitable directions to all the Deputy Commissioners, police officers and civil servants to render such help.

35. The civil as well as police authorities are also directed to take action against the illegal encroachments and construction adjoining the Resort at Billa. Revenue authorities of the respective States are also directed to help in removal of such illegal encroachments.

C. Directions regarding sale of properties:

36. Directions for sale are sought in respect of the properties at Jharmari, lands at Village Kot Billa, Jaswant Garh and other adjoining villages and a Resort at Nalagarh, and the mode and procedure for the sale of the properties of GFIL, possession of which has been taken.

37. The Committee is put at liberty to put to sale the properties at Village Jharmari, lands at Village Kot Billa, Jaswant Garh and other adjoining villages and a Resort at Nalagarh and other properties of GFIL, possession of which has already been taken by the Committee, by auction after due publicity. The sale shall be subject to the confirmation by this Court. After the properties are put to sale, the Committee shall report to this Court about the auction sale effected which shall be subject to the final orders of this Court.

D. Setting aside sale of immovable properties:

38. The Committee has sought the following directions :

(a) to issue directions for setting aside the illegal sales of properties of GFIL and its subsidiary and associate companies for the following periods contrary to the orders passed by this Court from time to time and to bring back the status quo ante as of the date of appointment of the Provisional Liquidator:

1. Period prior to the appointment of provisional liquidator in the winding up petition in Punjab High Court / Delhi High Court and their respective restraint orders.

2. Period between the appointment of provisional liquidator and the date of restraint order dated 17th August, 2004 passed by this Court and the appointment of the present Committee; and

3. From 17th August, 2004 till date

39. Insofar as the period prior to the appointment of provisional liquidator in the winding up petition in the Punjab and Haryana High Court and Delhi High Court is concerned, the Bombay High Court in its order dated 23rd November, 1998 had restrained the company, its subsidiary as well as directors not to dispose of the properties of the respondent company or its subsidiaries or its directors till further orders. It would be to the Committee to make appropriate recommendations to this Court regarding the status of sales made after the restraint order passed by the Bombay High Court on 23rd November, 1998. Any application putting a claim for settlement of properties after the restraint order passed by the Bombay High Court should be made to the Committee which shall be at liberty to make appropriate recommendations to this Court for its consideration.

40. Insofar as the settlement/sales of immovable properties for the period between the appointment of provisional liquidator passed by the High Court of Punjab and Haryana and the restraint order dated 17th August, 2004 passed by this Court are concerned, any sales/settlement made contrary to the orders passed after the appointment of Provisional Liquidator by the High Court of Punjab and Haryana on 20th January, 2003 and the restraint order passed on 17th August, 2004 by this Court shall be ignored and the Committee would be at liberty to get hold of those properties by taking vacant possession thereof with the help of civil and police authorities and deal with them in accordance with the directions already given.

E. Various settlements by or on behalf of the respondent-company:

41. The following directions are sought by the Committee:

(i) decide the legality and validity of thousands of settlements alleged to have been entered into with the Respondent Company under the Resolution dated 5th December, 2000.

(ii) deal with the surplus land declared by the Punjab government under the Urban Land Ceiling Act or otherwise; and

(iii) issue appropriate orders and directions regarding properties of the subsidiary and associate companies including Golden Projects Ltd.

42. The directions issued in clause (a)(i) of point D regarding setting aside of immovable properties would ipso facto be applicable to the directions sought in clause (i) of Point E.

(ii) The Committee shall be at liberty to take appropriate steps by file revisions, appeals, representation or avail of any other alternate remedy to deal with the surplus land declared by the Punjab Govt. under the Urban Land Ceiling Act or otherwise.

(iii) Mr. Jain has filed a list of 110 companies which formed the group companies of GFIL dividing them into three categories (a) GFIL and its assets mentioned at serial Nos. 1-90 (b) Golden project and its associate companies mentioned at Serial Nos. 91-104, which do not form part of the GFIL and (c) Societies and Trusts mentioned at Serial Nos. 105-110, which would also be outside the GFIL.

43. Mr. Jain, learned senior counsel for the Company, has no objection to the Committee taking over the properties and assets of the companies mentioned at serial nos. 1-90. The Committee would be at liberty to take hold of the properties of the companies mentioned at Sl. Nos. 1-90 as well and deal with them as a part of the properties of GFIL.

44. Insofar as the properties of the companies mentioned at Sl. Nos. 91-104 belonging to Golden Project and its associates and the properties of societies and trusts mentioned at Sl. Nos. 105-110 are concerned, Mr. Jain states that he would seek instructions and file an affidavit if they can be taken as the properties of GFIL, within two weeks from today.

F. Directions regarding claims made by investors on their investments:

45. The following directions are sought

- (a) to decide upon the cut off date for entertaining claims
- (b) to accept claims for consideration of only those claimants who have original authenticated receipts issued by the respondent company;
- (c) to categorise the range of investment by depositors and treat the small, medium and big investors in separate categories;
- (d) not to permit entertainment of claims based on alleged deposit accepted by the Companies agents in the year 2001 till date, even after the closure of the business of the Company. No claim without clear proof of deposit of money with the company be directed to be considered:
- (e) to reject the claims of investors of Golden Projects Ltd. Since the investors were and are claiming to be under the impression that all the companies known as Golden Group of Companies belong to GFIL and are owned and managed by the Sayal family.

46. By an order dated 20th January, 2005 this Court had directed the Committee to issue advertisement fixing the cut off date which was extended by three months. The committee issued advertisement in 25 newspapers on 19th and 20th February 2005 inviting applications within three months of the said date.

47. Counsel appearing for the Committee has stated before us that the claims have been received even after 20th May, 2005 and the Committee has included all the claims filed before it up to 10th of August 2006. Cut off date is fixed as 10th August, 2006. Hence, all claims filed before the Committee by the cut off date fixed, i.e., 10th August, 2006 be taken into consideration for disbursement of the assets of the GFIL after verification of the claims. The Committee should accept the claims of only those claimants, who have original authenticated receipts issued by the GFIL. The Committee shall categorise the range of investment by depositors and treat the small, medium and big investors in separate categories. Appropriate orders regarding disbursement of the amount among the small, medium and big investors shall be passed at a later date, after the total amount of sale of the properties is received. The Committee shall not entertain claims passed on alleged deposits accepted by any agents in the year 2001 till date after the closure of the business of the GFIL. No claim without clear proof of deposit of money with the company shall be considered.

G. Properties of Golden Group:

48. Committee has sought powers to investigate and ascertain the fund flow and acquisition of properties out of the investors' fund in GFIL and to authorize it to take possession of all such properties as in case of properties of GFIL. A further direction to hand over the possession of the Golden Group complex situated in Punjab, is sought under this point.

49. So far as the properties of the Golden Group, which can be clubbed with GFIL, is concerned, we have already passed appropriate directions on the applications filed in Court by the GFIL.

H. Action against Manzoor Ahmad Shah:

50. Mr. Manzoor Ahmad Shah [M.A. Shah], one of the investors, is in possession of certain flats at village Jarout, Tehsil Derabassi in District

Mohali. He had filed CWP No. 693/04 in this Court, seeking a mandamus not to treat the properties under his occupation as the properties of the company as his claims have already been settled with the company. The petition was rejected on 5th January, 2005 and the following order was passed:

"As set out in the petition, this Court has appointed an Administrator of the golden Forests (I) Limited. The purpose is to see there is an equitable distribution amongst all the depositors and creditors. Preferential treatment to any particular depositors and creditors cannot be permitted. It is not open for the company to allot any premises to any particular party, prayer asked for therefore stands rejected. The petitioner will hand over the property to the Administrator if the Administrator has not already taken charge thereof. The writ petition stands dismissed."

51. It is apparent from the reading of the afore-quoted order of this Court that M.A. Shah could not be treated as a preferential depositor or creditor. The company was not at liberty to allot premises to any particular party. M.A. Shah was directed to handover the property to the Administrator if the Administrator has not already taken charge of the same. In spite of the said direction, M.A. Shah has not handed over the property to the Administrator. Mr. Shah is directed to handover the vacant possession of the property to the Committee forthwith and, in case he fails to handover the same within a period of fifteen days from today, the Committee shall be at liberty to approach the Deputy Commissioner, Mohali, to get the vacant possession delivered with the help of police force, if need be.

52. It is reported to us that M.A. Shah has parted with possession with a part of the property to Punjab College of Engineering and Technology [for short "the College"] for running hostel and a mess in the said flats.

53. The College is directed to report to the Committee to prove its title over the property and in case it has taken over possession from M.A. Shah, then the College is directed to handover the vacant possession of the same to the Committee and, in such case, the College would be at liberty to recover the money from M.A. Shah. Similarly, any other person who has taken possession of the property through M.A. Shah, shall also handover the vacant possession of the property to the Committee. The Committee is put at liberty to recover the vacant possession of such properties with the help of civil / revenue authorities within one month from today.

54. Applications filed by the settlers would now be dealt with by the Committee in view of the directions contained in this order.

55. **IA Nos. 6/05, 16-18/05, 19/05, 20/05, 21-22/05, 36/05, 41-42/05, 46/05, 47-48/05, 23/06, 49/06**

These applications are dismissed with liberty to approach the Committee for appropriate orders in accordance with the directions issued in this order.

56. IA 45 has been filed by Shri Tapas Kumar Khan seeking certain directions. He is directed to approach the Committee and the Committee shall pass appropriate orders. IA stands disposed of.

57. IA 50 is dismissed.

58. IA 4 in WP 188/2004

No orders. To be taken up with main case.

59. IA 44 is dismissed.

60. Thus, all the applications for impleadment / intervention / directions / clarification / modification stand disposed of accordingly.

(J.S. Rawat)
AR-cum-PS

(Kanwal Singh)
Court Master

//TRUE TYPED COPY//

SECTION XVIA

SUPREME COURT OF INDIA RECORD OF PROCEEDINGS

I.A.Nos.60-83,85-90 & I.A.No.91-92 & 93 in T.C.(C) No.2/2004

THE SECURITIES & EXCHANGE BD. OF INDIAPetitioner(s)

VERSUS

THE GOLDEN FORESTS (I) LTD.Respondent(s)

(For quashing order dated 2.5.2007 passed by the Chairman, Committee- Golden Forest (India) Ltd. and ad-interim ex-parte stay and for seeking urgent directions and impleadment and directions and permission to file additional documents and impleadment/ direction/ objection and intervention and impleadment/direction/ stay, and application to file rejoinder affidavit and directions and office report) with I.A. Nos.27, 29-38 in T.C.(C) No.68/2003 (For confirmation of sale and for quashing/ setting aside of order passed by the Chairman Committee and stay and intervention and directions and impleadment and merger of 110 companies with GIFL and for permission to file additional documents and office report) with Contempt Petition (Civil) No.74/2007 in T.C.(C) No.2/2004 With T.C.(C) No.1/2004 (With appln. for early hearing and directions and office report)With W.P.(C) No.188/2004 (With appln. for directions and office report)

Date: 15/10/2008 These Petitions were called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE P. SATHASIVAM

HON'BLE MR. JUSTICE J.M. PANCHAL

For Petitioner(s)

Mr. Bhargava V. Desai, Adv.

Mr. Rahul Gupta, Adv.

Ms. Reema Sharma, Adv.

Mr. Ajay Majithia, Adv.

Mr. Rajesh Kumar, Adv.

Dr. Kailash Chand, Adv.

For the Committee

Ms. Suruchii Aggarwal, Adv

Mr. Prashant Chauhan, Adv.

Mr. Arvind Gopal, Adv.

WP(C) 188/04

Mr. Ranjan Mukherjee, Adv.

For Applicant(s)

Mr. K.N. Krishnamani, Sr. Adv.

Mr. Shagir Khan, Adv.

TC(C) 1/04

Mr. Somnath Mukherjee, Adv.

Mr. S. Ravishankar, Adv.

Mr. Vivek Shukla, Adv.

For Respondent(s)

Mr. Shailendra Bhardwaj, Adv.

Mr. S.B. Sanyal, Sr. Adv.

Mr. Anand Prakash, Adv.

Mr. T.D. Kashar, Adv.

For Ms. S. Usha Reddy, Adv.

Mr. S.K. Nandy, Adv.

Mr. Y.P. Dhingra, Adv.

Ms. Kusum Chaudhary, Adv.

Mr. Subodh Markandeya, Sr. Adv.

Mr. Alok Gupta, Adv.

Ms. Shalu Sharma, Adv.

Mr. Manoj Swarup, Adv.

Mr. P.S. Patwalia, Sr. Adv.

Mr. Anandeshwar Gautam, Adv.

Mr. Joseph Pookkatt, Adv.

Mr. Prashant Kumar, Adv.

For M/s AP & J Chambers

Mr. D.N. Goburdhan, Adv.

Mr. Arun Kumar Sinha, Adv.

Mr. Ranjan Mukherjee, Adv.

Mr. Ajay Majithia, Adv.

Mr. Rajesh Kumar, Adv.

Dr. Kailash Chand, Adv.

Mr. S. Ravi Shankar, Adv.

Mr. G.L. Rawal, Sr. Adv.

Mr. Ashwani Kumar, Adv.

Mr. Kuljeet Rawal, Adv.

Mr. Subramonium Prasad, Adv.

Ms. Sunita Sharma, Adv.

Mr. Rana Ranjit Singh, Adv.

Mr. Somvir Singh Daswal, Adv.

Mr. Shreepal Singh, Adv.

Mr. S.K. Sabharwal, Adv.

Mr. Jatinder Kumar Bhatia, Adv.

Ms. S. Usha Reddy, Adv.

Ms. Naresh Bakshi, Adv.

Mrs. Varuna Bhandari Gugnani, Adv.

Mr. Rameshwar Prasad Goyal, Adv.

Mr. S.N. Pandey, Adv.

Mr. C.S. Ashri, Adv.

Ms. Shalu Sharma, Adv.

Mr. N.R. Choudhury, Adv.

Mr. Tara Chandra Sharma, Adv.

Ms. Neelam Sharma, Adv.

UPON hearing counsel the Court made the following

ORDER

Dr. Namavati has filed the list of immovable properties owned and possessed by the Golden Forests (I) Ltd and its group of companies. These properties were allegedly purchased by Golden Forest (I) Ltd. and other group of companies. It is said that the title deeds vest with these respondents.

It is stated that huge amounts were invested in these companies. A Committee had been appointed by this Court on 19.8.2004, consisting of a retired Chief Justice of the Delhi High Court and two District Judges. The said Committee had taken possession of substantial properties owned by the respondents.

In order to facilitate the disbursement due to the investors, the money has to be collected by selling these properties. The Committee is authorized to take possession of all the properties owned by the respondents. If there are any valid claims in respect of any of these properties by third parties, the Committee may consider the same and pass appropriate orders, subject to confirmation by this Court.

As regards the sale of properties is concerned, the Committee may make appropriate publication regarding the sale and sufficient notices be issued to the prospective purchasers by publishing the same in the local newspapers having wide circulation in the area where the property is situated. Any sale conducted by the Committee shall be based on valuation made by either by the Committee or by other approved valuer and upset price is fixed before sale is finalized. The sale is, however, subject to the confirmation by this Court. As soon as the sale is over, the details including the purchase price and all the details shall be made over to this Court for the purpose of confirmation.

As soon as the bid is over the applicant/the prospective purchaser shall deposit 20% of the amount in a nationalized bank in the account maintained by the Committee. If there is any difficulty in getting the possession of any property owned by the respondents, the matter shall be reported to this Court and/or the Committee can also itself request for police aid or any other assistance from the governmental authorities. On all the pending applications, the Committee shall pass appropriate orders subject to confirmation by this Court.

As regards the pending claim of the petitioners/applicants the committee may pass appropriate orders and a gist of these orders be made available to this Court for further orders.

List in the month of March, 2009.

(R.K.Dhawan)
Court Master

Veera Verma)
Court Master

COMMITTEE - GOLDEN FORESTS (INDIA) LIMITED

(Appointed by the Hon'ble Supreme Court of India)

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Chairman's Off : 1065/1, Sector 39-B, Chandigarh-160 036 Tel : 0172-2695065

E-mail : committee_gfil@rediffmail.com www.goldenforestcommittee.com

ORDER

Re: Sale deeds nos. 739 & 740 dated May 13, 1997 in favour of Golden Project Limited (located in V. Samgoli, Tehsil Dera Bassi, SAS Nagar)

INTRODUCTION

1. This Committee was set up by the Hon'ble Supreme Court of India on August 19, 2004 with the mandate to *"take into its custody all assets of the Company, wherever they may be. For the purpose of enabling the Committee to take charge of the assets all authorities including the Police, District Magistrates etc. are directed to give all necessary assistance."* The Committee's functions were further defined by the Hon'ble Supreme Court on September 5, 2006.

2. The Committee has taken into custody all assets of Golden Forests (India) Limited, and its subsidiary companies. Large tracts of land have been sold, the proceeds are to be utilized for reimbursing about 14,73,915 investors.

3. This Committee came to know about sale deeds nos. 739 & 740 dated May 13, 1997 executed in favour of Golden Project Limited when Land Acquisition Collector's award dated May 10, 2017, relating to some of the lands covered by the subject sale deeds, was received on June 27, 2017.

MAIN ISSUE

4. The main issue before the Committee is regarding Golden Project Limited's title and ownership of lands covered by the two sale deeds dated May 13, 1997.

REPRESENTATION OF IQBAL SINGH & FIVE OTHERS

5. The Committee has before it a representation filed on May 29, 2017 by Iqbal Singh & five others. They have given the background of how the subject land was earmarked for acquisition for solid waste disposal plant, and the various orders passed by courts in this regard. It has been mentioned that Golden Forests India Limited has no connection with the acquired land. It is stated that the subject land has been sold 2,3 times to new buyers in whose favour sale deeds have been registered and mutations entered in favour of the buyers. They have also relied on a report by District Attorney, SAS Nagar that the land was never entered in the name of Golden Forest and that the persons mentioned in the award are the true owners.

6. Iqbal Singh & five others have approached the Committee with a request to accept their title, ownership and possession of land covered by the two sale deeds. It is not disputed that the this land has been acquired under the Land Acquisition Act, 2013 for a public purpose, under award passed on May 10, 2017. Iqbal Singh & others are claiming compensation under the award.

CONTENTION OF SARPANCH, SAMGOLI

7. The complaint of Sarpanch, Gram Panchayat, Samgoli is that the land in question was sold by Aikom Singh and Vijay Singh to Golden Projects Limited through sale deed on May 13, 1997. The sale deed was signed on behalf of the sellers by their GPA Vinod Viyogi. Mutation of the said land was not entered in favour of Golden Projects Limited in the revenue record. Later after the death of Vijay Singh mutation was entered in the name of Aikom Singh who sold the land to various persons. The Sarpanch fears that if

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notification is not challenged the subsequent purchasers of the land will succeed in getting the compensation.

COLLECTOR'S AWARD

8. Land Acquisition Collector, Dera Bassi, passed Award No. 3 on May 10, 2017, for acquiring the land for Solid Waste Management Plant, on the basis of notification u/s 19 of the Land Acquisition Act, 2013, was published on May 13, 2016. Total compensation awarded for the land, determined under section 27 of the Act, is Rs 33,66,50,000 (say Rs 33.66 crores). Golden Projects Land measuring 116 bighas, covered by the two sale deeds has also been acquired.

9. A copy of the award was endorsed to Committee-Golden Forests (India) Limited and received on June 27, 2017. According to the Collector,

"Payment will be made to the land owners and interested persons according to their shares and rights entered in the ownership column of the latest jamabandi The rights of the acquired land shall hence forth vest absolutely in the State Govt. (Govt of Punjab) free from all encumbrances w.e.f. today"

10. During the course of the acquisition proceedings the Collector had received an objection from residents of Sangoli on March 27, 2017, which in the words of the Collector was as under:

"regarding M/s Golden Forest Ltd. over a part of the land that was being acquired"

It seems reference is to Golden Forests (India) Limited being in possession over a part of the land but the award is somewhat vague with regard to what exactly was the objection of the objectors.

11. SALE DEEDS DATED MAY 13, 1997

11. The two sale deeds executed on May 13, 1997, show that Aikom Singh and his grand-father Vijay Singh were the owners. The sale deeds had been executed by them through their GPA - Vinod Viyogi son of L.D.Viyogi of Mahesh Nagar, Ambala Cantt.

The brief description of the sale deeds is as follows:

Sale Deed No. 739

2 Bighas 10 Biswa sold by Vinod Viyogi, on the basis of registered Power-of-Attorney No. 75 dated April 29, 1997 of Vijay Singh son of Sunder Singh for Rs 2,44,375 (cash) paid at home by Golden Project Limited.

Seller: Vijay Singh through his GPA Vinod Viyogi.
Buyer: Golden Project Ltd through Vinod Viyogi

Sale Deed No. 740

132 Bighas sold by Vinod Viyogi, on the basis of registered Power-of-Attorney No. 75 dated April 29, 1997 of Aikom Singh son of Jaspal Singh for Rs 72,00,000 [Rs 40,00,000 through bank draft no. 05660 dated April 10, 1997 issued by Canara Bank, Mani Majra in favour of Aikom Singh & Rs 32,00,000 more by cash]

Seller: Aikom Singh through GPA Vinod Viyogi
Buyer: Golden Project Limited - draft purchased by Vinod Viyogi

EVIDENCE BEFORE THE COMMITTEE

12. The Committee made enquiries from Canara Bank, Mani Majra and learnt that the draft for Rs 40,00,000 in favour of Aikom Singh and Vijay Singh, had been purchased by their attorney Vinod Viyogi himself, this formed part of the consideration of Rs 40,00,000 paid by Vinod Viyogi through draft no. 892786 dated April 10, 1997 purchased through debit to his account 2406101000767. This draft was received by the sellers through their attorney Vinod Viyogi. The balance amount of Rs 32,00,000 is shown to have been paid in cash.

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13. Soon afterwards Aikom Singh and Vijay Singh applied to Sub-Registrar, Dera Bassi, stating that the Powers-of-Attorney in favour of Vinod Viyogi were fraudulent,

the sale deeds on the basis of these Powers-of-Attorney were not valid and the mutation should not be sanctioned. Aikom Singh & Vijay Singh continued to remain owners of the land.

14. According to Iqbal Singh & others, mutations on the basis of the sale deeds dated May 13, 1997 have never been entered in the revenue records in favour Golden Project Limited till date. The land continued to remain in the ownership and possession of Vijay Singh and Aikom Singh.

15. The land was later sold by the owners through various sale deeds to various individuals and mutations on the basis of the sale deeds were entered in the revenue records. At the time the acquisition proceedings started, the land was entered in the *jamabandis* in the names of Iqbal Singh, Gurinder Pal Singh, Ajai Bedi, Neena, Mini & Pal Singh, in different shares.

16. Efforts were made to locate Vinod Viyogi but without success. He had acted for both the purchaser (Golden Projects Limited) and the sellers (Aikom Singh & Vijay Singh). In addition to this the purchaser never had mutations entered before the sellers revoked the Powers-of-Attorney they had given to Vinod Viyogi.

17. The Committee examined Tehsildar, Dera Bassi, Halqa Patwari, Samgoli Registry Clerk, Sub-Registrar, Dera Bassi, and with their help went through the original revenue record. As per record, GPAs in favour of Vinod Viyogi and sale deeds in favour of Golden Project Ltd have not been cancelled so far.

18. The Committee also examined the office files of the cases under the Punjab Land Reforms Act, 1972 relating to the lands of Golden Forests (India) Limited and its subsidiary companies. These files contain all details of surplus areas covered under the

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surplus proceedings. The lands of Golden Projects Limited in Samgoli are not in the list of surplus lands of Golden Forests (India) Limited or its subsidiary companies.

19. Notices were issued to Aikom Singh, Vijay Singh and Vinod Viyogi. According to J.S.Dhillon, father of Aikom Singh and son of Vijay Singh, Aikom Singh was murdered on or about March 18, 2017. The case was registered vide FIR 34 at PS Mataur u/s 302 IPC etc. The statement of J.S.Dhillon was recorded on August 9, 2017 and copy of FIR was taken on record. J.S.Dhillon also stated that his father Vijay Singh had died on December 31, 2002. Death Certificate issued by Registrar Birth & Death was produced and taken on record. Vinod Viyogi could not be examined by us because notices sent to him on his last known address were returned undelivered. Both the sellers, Vijay Singh and Aikom Singh, are dead having died on December 31, 2002 and March 18, 2017, respectively. J.S.Dhillon was shown original POAs produced by the Registration Clerk, on which he identified the photographs and signatures of both his son Aikom Singh and father Vijay Singh. Therefore, both POAs appear to be genuine documents.

FINDINGS

20. The submissions of Iqbal Singh & others are based on the revenue record but the fact remains that the two sale deeds dated May 13, 1997, conveying title to Golden Projects Ltd, have not been declared illegal by any civil court. At the same time the purchaser never applied for mutation of the record on the basis of the sale deeds. Party in whose favour sale deeds have been executed, does not get deprived of title simply because the sale deeds have not been incorporated in the revenue records through mutation.

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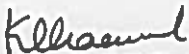
COMMITTEE-GFIL

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Therefore, the title of Golden Project Limited remains intact and the land is in the custody of the Committee in accordance with the directions of the Supreme Court reproduced in paragraph no. 1 of this order.

In the result, the Committee finds that Golden Projects Limited is the owner of the land in question on the basis of the two sale deeds dated May 13, 1997. This order be sent to Land Acquisition Collector, with the direction to place it on record and release compensation amount of 116 bighas to the Committee.

However, the Committee must record its displeasure that the Collector, in spite of knowledge about the existence of the Committee, never notified the Committee of the acquisition proceedings. The Committee learnt of the award dated May 10, 2017, when its copy was received on June 27, 2017.

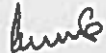

Justice (Retd) K. S. Garewal

CHAIRMAN
COMMITTEE-GFIL

Dated August 29, 2017


Mr P.L. Ahuja

MEMBER
COMMITTEE-GFIL


Mr B.M. Bedi

MEMBER
COMMITTEE-GFIL

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IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

I.A. NO. ¹⁶⁷⁹⁴¹ OF 2018

IN

I.A. No. 87335 of 2018

IN

T.C. (C) No. 2 of 2004

In the Matter of :

The Securities and Exchange Board of India Petitioner

Versus

The Golden Forests (India) Ltd.

.... Respondent

Through Committee- GFIL

(Appointed by Supreme Court of India)

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New Delhi

Date:

Suruchii Aggarwal
Advocate

Counsel for Applicant- Committee – GFIL
(Appointed by Hon'ble Supreme Court of India)

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION**

I.A. NO. OF 2018

IN

I.A. No. 87335 of 2018

IN

T.C. (C) No. 2 of 2004

IN THE MATTER OF :

The Securities and Exchange Board of India Petitioner

SEBI Bhavan, BKC,
Plot No.C4-A
'G' Block, Bandra, Kurla Complex
(Bandra (E) Mumbai, Maharashtra-400051

Versus

The Golden Forests (India) Ltd.

.... Respondent

Through Committee – GFIL,
Main Building, Golden Forests (India) Ltd.
VPO Jharmari, Via Lalru,
Ambala-Chandigarh National Highway-22,
Tehsil Dera Bassi, Distt. Mohali

**APPLICATION FOR PERMISSION TO
FILE ADDITIONAL DOCUMENTS**

To
The Hon'ble Chief Justice
and his Companion Judges of this Hon'ble Court

MOST RESPECTFULLY SHOWETH:

1. That the Committee has filed application IA No. 87335 of 2018 for confirmation of its order dated 29.8.2017 which was passed under the directions of this Hon'ble court.

2. That there are certain documents which are important and may require attention of this Hon'ble court, therefore Committee is filing following documents:

- a) Copy of the Sale deed No. 740 dated 13.5.1997 executed in favour of the Company M/s Golden Project Limited annexed as **Annexure A-1** and its English translation is annexed as **Annexure A-1/1**.
- b) Copy of the Sale deed No. 3654 dated 2.8.2005 executed in favour of Randhir Singh Malik, Gourav Goyal, Kuldeep Singh, Manjit Singh, Varjinder Singh and Navdeep Singh Cheema annexed as **Annexure A-2** and its English translation is annexed as **Annexure A-2/1**.
- c) Copy of the Sale deed No. 9727 dated 10.3.2009 executed in favour of Gurinderpal Singh annexed as **Annexure A-3** and its English translation is annexed as **Annexure A-3/1**
- d) Copy of the Sale deed No. 9728 dated 10.3.2009 executed in favour of Sarabjot Singh And Iqbal Singh annexed as **Annexure A-4** and its English translation is annexed as **Annexure A-4/1**
- e) Copy of the Sale deed No. 13677 dated 20.1.2011 executed in favour of Pal Singh annexed as **Annexure A-5** and its English translation is annexed as **Annexure A-5/1**.

3. It is therefore prayed that:

- (a) The documents being filed may please be taken on record
- (b) pass any other order which the Hon'ble Court may deem fit and proper in the interest of justice.

New Delhi

Date:

Suruchii Aggarwal
Advocate

Counsel for Applicant- Committee – GFIL
(Appointed by Hon'ble Supreme Court of India)

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

I.A. NO. OF 2018

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I.A. No. 87335 of 2018

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In the Matter of :

The Securities and Exchange Board of India

.... Petitioner

Versus

The Golden Forests (India) Ltd.

... Respondent

Through Committee- GFIL

(Appointed by Supreme Court of India)

AFFIDAVIT

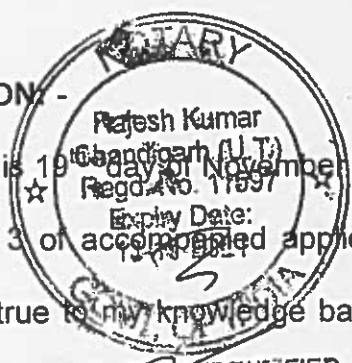
I, Sh. Brij Mohan Bedi S/o Sh. Sadhu Ram Bedi Aged about 68 years
R/o H.No. 22, Sector -4 Panchkula, working as Member, Committee-GFIL
do hereby solemnly affirm and declare as under:-

1. I am Member, Committee-GFIL, I am duly authorized and being fully conversant with the facts and circumstances of the case, I am competent to swear this affidavit.
2. I say that the Interlocutory Application for permission to file additional documents is drafted under my instructions and the contents thereof are true to the best of my knowledge and belief based on records.


DEPONENT

VERIFICATION -

Verified on this 19th day of November 2018 at Chandigarh that the contents of para 1 to 3 of accompanied application and para 1 & 2 of the above affidavit are true to my knowledge based on records and nothing material has been concealed there from.



NOTARY, CHANDIGARH (U.T.)
11 9 NOV 2018


DEPONENT

I identify the deponent who has signed this affidavit marked in my presence
Signature

5

ANNEXURE-A 1

740



ਦਫ਼ਤਰ ਸਮੁੱਚੇ ਸਬ-ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾ ਬੱਸੀ।

(ਕਲਰ) ਥੀ ਨਾਮਾ	ਜਮੀਨ	ਅਸਟਾਮ	ਕਿਰੇ
72,00,000/-ਰੁਪ	1321 ਬਘੇ-01 ਬਸੇ	4,32,000/-ਰੁਪ	20
ਪਹਿਲਾ	(ਕਿਸਮ ਹੋਸਤੀ)		
40,00,000/-ਰੁਪ	ਕਾਨੂੰਨ ਨੰ: 045660, ਮਿਤੀ: 10-4-97		
ਕੇਲਰਾ ਬੀ, ਮਨੀਮਾਜਰਾ ਪੇਂਡੇਲ ਅਤੇ ਚੰਡੀਕੜਾ ਵ			
22,00,000/-ਰੁਪ ਤੋਂ ਵੱਧ ਰੁਪ ਹੋਰ			

ਮੈਂ ਵਿਨੋਦ ਵਿਸ਼ੇਸ਼ੀ ਪੁੱਤਰ ਸ੍ਰੀ ਮਿ. ਡੀ. ਵਿਸ਼ੇਸ਼ੀ ਵਾਸੀ ਮਹੇਸ਼ ਨਗਰ, ਅੰਬਾਲਾ
ਕੋਟ ਪੁੱਤਰ ਮਾਮ ਵਲੋਂ:- ਵਿਸ਼ੇਸ਼ੀ ਸਿੰਘ ਪੁੱਤਰ ਉਧੇ ਸਿੰਘ ਪੁੱਤਰ ਸੁਦਰ ਸਿੰਘ ਵ ਏਕਮ ਸਿੰਘ
ਪੁੱਤਰ ਸ੍ਰੀ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਵਿਸ਼ੇਸ਼ੀ ਸਿੰਘ ਵਾਸੀਆਨ 672, ਫੇਸ-ਓਹਰਾਤੀ ਪੇਟਦਰ
ਪਿੰਡ ਸਮੁੱਚੇ ਸਬ-ਰਜਿਸਟਰਾਰ ਡੇਰਾ ਬੱਸੀ, ਦਾ ਹਾਂ।

ਜੋ ਕਿ ਪੁਰਾਣੇ ਥੀ ਪੁੱਤਰ ਮੁਖਤਾਰ ਨਾਮਾ ਮਾਮ ਨੰ: 75, ਮਿਤੀ: 29-4-1997 ਸਬ-
ਰਜਿਸਟਰਾਰ, ਡੇਰਾ ਬੱਸੀ, ਵਿਸ਼ੇਸ਼ੀ ਸਿੰਘ ਉਕਤ ਦੀ ਵ ਬਹੁਤੇ ਮੁਖਤਾਰ ਨਾਮਾ ਮਾਮ ਨੰ: 71,
ਮਿਤੀ: 29-4-1997 ਸਬ-ਰਜਿਸਟਰਾਰ, ਡੇਰਾ ਬੱਸੀ, ਕਿਸਮ ਸਿੰਘ ਉਕਤ ਦੀ ਮਾਕੀ ਵ
ਕਬਜ਼ਾ ਕਾਸਤ ਦੀ ਕੁੱਠੇ 1321 ਬਘੇ-01 ਬਸੇ ਜਮੀਨ ਬਜ਼ਾਸੀਠ:- ਖਾਤਾ ਨੰ: 75/151 ਖਸਰਾ
ਨੰਬਰ ਨੰ: 622 ਮਿਲ/1-10, 623/4-0, 626/4-0, 627/4-0, 2607/628 ਮਿਲ/0-17
ਕਿਤੇ 5/14 ਬਘੇ-71 ਬਸੇ ਮਾਕੀਠੀ ਵਿਸ਼ੇਸ਼ੀ ਸਿੰਘ ਵ ਖਾਤਾ ਨੰ: 75/151 ਖਸਰਾ ਨੰਬਰ ਨੰ:-
2607/628 ਮਿਲ/3-16, 629/4-11, 630/4-0, 631/4-0, 632/1-1, 632/2-19,
633/4-0, 634/4-0, 635/4-0, 636/4-0, 637/4-0, 638/2-17, 639/5-6,
640/4-0, 641/4-0, 642/4-0, 643/4-0, 644/4-0, 645/4-0, 646/3-14, 647/
2-0, 648/4-0, 649/4-0, 650/4-0, 651/4-0, 652/4-0, 653/4-0, 653/5-9, 653/0-13,
654/5-14, 655/4-0, 656/4-0, 657 ਮਿਲ/1-13 ਕਿਤੇ 2/117 ਬਘੇ-71 ਬਸੇ ਮਾਕੀਠੀ
ਏਕਮ ਸਿੰਘ, ਕੁੱਠੇ ਕਬਜ਼ਾ ਤਾਦਾਦੀ 1321 ਬਘੇ-01 ਬਸੇ ਵਾਕਾ ਮਿਤੀ: ਸਮੁੱਚੇ ਪੁਰਾਣੇ ਜਮੀਨ
1991-92 ਸਦੇ ਹੋਰ ਰਸਤਾ ਪਹੀ-ਗੋਹਰ ਅਦਿਕ ਵ ਦੀਗਰ ਕੁੱਠੇ ਕਬਜ਼ਾ ਏਕਮ ਸਿੰਘ ਮੁਤਕਰਾ
ਥੀ ਪੁ: 72,00,000/-ਰੁਪ ਤੋਂ ਵੱਧ ਰੁਪ ਪਾਸ:- ਗੋਠਲ ਪੇਂਡੇਲ ਨਿਮਾਇਤ, ਮਨ: ਮਿਰ-22,

(Signature)

= 2 =

ਦਿੱਲੀ-ਚੰਡੀਗੜ੍ਹ ਹਾਈਵੇ ਨੇੜੇ ਅੰਬਾਲਾ ਦੇ ਕੋਲੋਂ ਵੇਖ ਕੇ ਇਕਰਾਰੀ ਹੋ ਕਿ
ਮਾਨਕ ਕੁੱਲ ਮੁ: 72,00,000/- ਹੋਵੇ। ਉਪਰ ਦਿੱਤੇ ਵਿਚ ਦਰਜ ਵੇਰਵੇ ਅਨੁਸਾਰ ਪਹਿਲਾਂ
ਹੀ ਖਰੀਦਾਰ ਦੇ ਵਜ੍ਹਾ ਕਰਕੇ ਹਨ ਅਤੇ ਉਹ ਕੁਝ ਸ਼ੀ ਮਾਨ ਸੰਸਕਰਤ ਸ -ਰਜਿਸਟਰਾਰ ਸਾ
-ਹਬ ਫੇਰਾ ਖੋਲੀ ਕੁਝ ਘੜੀ ਛੇਤੀ ਦਾਮ-ਦਾਮ ਵਜ੍ਹਾ ਪਾਕਰ ਵਾਛੀ ਕਬਜ਼ਾ ਖਰੀਦਾਰ ਦਾ
ਕਰਾ ਦਿੱਤਾ ਹੈ। ਖਰੀਦਾਰ ਨੂੰ ਅੱਜ ਦੇ ਕੁੱਲ ਕੁਝ ਹਰ ਕਿਸਮ ਮਾਨਕ ਵਾਗ ਹਾਸਲ
ਹੋਵੇ। ਖਰਚ ਰਜਿਸਟਰੀ ਕੁੱਲ ਖਰੀਦਾਰ ਨੇ ਕੀਤਾ ਹੈ। ਪਹਿਲਾਂ ਕੋਈ ਠਿਕਤੀ ਮੁਹਾਦਾ
ਨਹੀਂ ਕੀਤਾ, ਕੋਈ ਮੁਖਤਾਰ ਨਾਮਾ ਹੁਣ ਅੱਜ ਕੋਲ ਨਹੀਂ ਹੋਇਆ ਵ ਮਾਨਕ ਤਮਾਮ
ਦਿਸ਼ ਵੇਰਵੇ ਅੱਜ ਜਿਉਂਦੇ ਹਨ, ਮੁਕਤਕਾ ਚਿਠਾਨ ਹੋਈਆ ਵ ਮੁਖਤਾਰ ਨਾਮਿਆ ਦੀ
ਕਾਪੀਆ ਨਾਨ ਲੱਖੀ ਹਨ। ਹਰ ਕਿਸਮ ਦੇ ਪੁਰਾਣੇ ਭਾਰ ਵ ਲਗਭੇ ਵੇਰਵਾ ਦਾ ਮੇਂ ਜੁਮਿਵਾਰ
ਹੋਵੇਗਾ। ਲਿਖਾਸ਼ਾ ਬੰਨਾਮਾ ਠਿਕ ਪਿੱਤਾ ਤੇ ਕੰਮ ਆਵੇ, ਲੇਖ ਖਰ ਨੇ ਸੁਣ ਅਤੇ ਸਮਝ
ਠਿਕਾ ਹੀ ਸਹੀ ਵ ਦਰੁਸਤ ਕਰਦੇ ਹੋ। 13-5-97

ਗ:- ਰਾਮ ਸਿੰਘ
ਕਾਨੌਜੀ

ਵਿਖੇ ਵਿਖੇਗੀ ਮੁਖਤਾਰ ਮਾਮ ਵੇਰਵੇ
ਵਿਖੇ ਸਿੰਘ-ਵੇਰਵੇ ਸਿੰਘ ਬਾਇਆ

Ram Singh

ਖਰੀਦਾਰ ਰਾਹੀਂ ਸ਼ੀ ਕਰਿਸ਼ਨ ਲਾਲ ਪੁੱਤਰ
ਸ਼ੀ ਸੁਦਾਗਰ ਮੰਡ ਪਿੰਡ ਸੈਦਪੁਰਾ ਪਟਿਆਲਾ

ਗ:- ਮਹਿੰਦਰ ਲੁਮਾਰ ਪੁੱਤਰ ਸਪੁਰਾ ਰਾਮ
ਪਿੰਡ ਸੈਦਪੁਰਾ ਸਬ ਤਹਿ: ਛੋਟਾ ਬੋਝੀ।

ਮਹਿੰਦਰ

ਮਹਿੰਦਰ

ਗ:- ਨਰੈਣ ਮੁਖਤਾਰ ਅਸਥਾਈ।

Narain Mukhtar
560

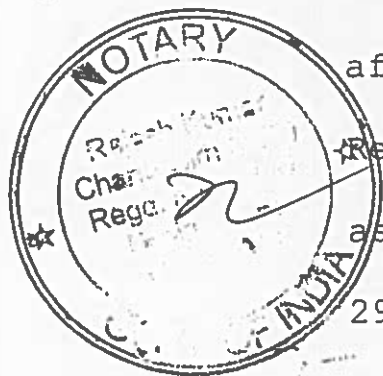
OFFICE OF SUB REGISTRAR, DERA BASSI.

(Copy) of Sale Deed
Value: 72,00,000/-
Land: 132 Bigha 0 Biswe
Stamp Fee: 4,32,000/-
Parts: 20
Type: Rosli

Previously Received: 40,00,000/- through Draft
No.045660 Dated: 10.04.1997 Canara Bank, Mani
Majra payable at Chandigarh and more amount of
Rs.32,00,000/-.

I am Vinod Kumar son of Sh.L.D. Viyogi
resident of Mahesh Nagar, Ambala Cantt, General
Attorney duly appointed by Vijay Singh son
of Udhe Singh son of Sunder Singhand Ekam
Singhson of Sh.Jaspal Singh son of Sh.Vijay
Singh resident of 672, Phase-6, Mohali
(Khewatdar) resident of Village Samgoli Sub
Tehsil Dera Bassi.

That I am appointed as General
Attorney through deed No.75 dated 29.04.1997 by
aforesaid Vijay Kumar duly executed before Sub
Registrar Dera Bassi as well as I am appointed
as General Attorney through deed No.74 dated
29.04.1997 by aforesaid Ekam Singh duly executed

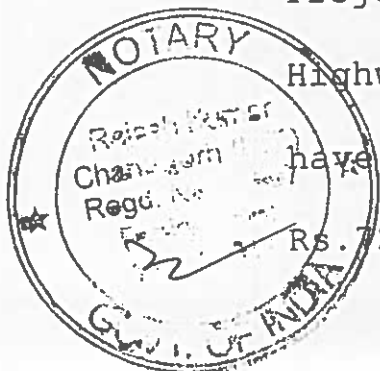


before Sub Registrar DeraBassi and have sold their land measuring 132 bighe 0 biswe detail of which is account No.75/151 bearing Khasra No.622 Min/1-10, 623/4-0, 626/4-0, 627/4-0, 2607/628 Min/0-17 Parts 5 which comes to 14 Bighe 7 Biswe owned by Vijay Singh and account No.75/151 bearing Khasra No.2607/628 Min/3-6, 629/4-11, 630/4-0, 631/4-0, 632/1-1, 632/2-19, 633/4-0, 634/4-0, 635/4-0, 636/4-0, 637/4-0, 638/2-17, 639/5-6, 640/4-0, 641/4-0, 642/4-0, 643/4-0, 644/4-0, 645/4-0, 646/3-14, 647/2-0, 648/4-0, 649/4-0, 650/4-0, 651/4-0, 652/4-0, 653/3-9, 653/0-13, 654/5-14, 655/4-0, 656/4-0, 657 Min/1-13 Parts:2/measuring 117 bighe 12 Biswe owned by Ekam Singh and thus have sold total land measuring 132 bighe 0 biswe situated in the area of Village Samgolias per jamabandi for the year 1991-92 along with all rights such as passage, Goharetc. and other rights for a sale consideration of Rs.72,00,000/- to Golden Project Limited, N.H.-22, Delhi-Chandigarh

Highway, Near Ambala and hereby agreed that I

have already received an amount of

Rs.72,00,000/- as detailed above from the



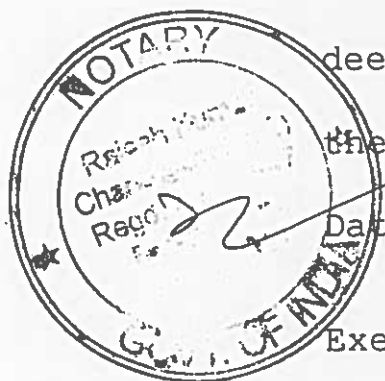
vendee and now nothing is to be received before the Sub Registrar, Dera Bassi. I have received the entire sale consideration and has delivered the possession to the vendee. From today the vendee will have all the rights of ownership like the previous owners. The expenditures for execution and registration of sale deed have been paid by the vendee. Earlier no agreement etc. is executed. General Power of Attorney is not cancelled till date. All the owners are still alive. Concerned affidavit and copies of General Power of Attorney are enclosed. The land is free of all type of encumbrances and I will be responsible in case of any dispute. Hence, this sale deed is written for future reference and record. The contents of the sale deed have been read over to me and I understood the same, which is admitted as correct.

Dated: 13.05.1997.

Executant:

SD/- Vinod Viyogi, General Attorney

Appointed by Vijay Singh and Ekam Singh.



Witness: SD/- Rattan Singh Lambardar Samgoli.

Purchaser Through: SD/- Krishan Lal son of
Saudagar Mall R/O Village Saidpura (Patiala).

Note: Copy is true to the original.

SD/- Sunil Kumar, Document Writer DeraBassi.

NO.560.

Witness: Mohinder Kumar son of Sapura Ram

R/O Village Saidpura Sub Tehsil DeraBassi.

TRUE TRANSLATION

ADVOCATE



11 9 NOV 2018

ATTESTED
To Be True Translation
Form 11537 Into English

NOTARY CHANDIGARH

(3654)

32:- ਭਾਗ ਨੰਬਰ 2111, 22/10/2001
 ਕਿਸੇ ਦੇ ਹੱਥ ਨੰ 2688 ਜਿਸ ਦੀ

ਦਫਤਰ ਸਬ ਰਜਿਸਟਰਾਰ, ਡੇਰਾਬਸੀ 01 ਵਜ੍ਹਾ ਨੰਬਰ 57

ਬੈਨਾਮਾ	ਅਸਟਾਮ	ਕਿਤੇ	ਸਬਦ
13,50,000/-	81,000/-	5	300

ਅਸਟਾਮ ਮੁ:- 20,000/- ਸੀਰੀਅਲ ਨੰ:- 00ਸੀ.ਸੀ. 675393 ਤੋਂ 96

ਜਮੀਨ ਰਕਬਾ 32 ਬਿਘੇ 7 ਬਿਸਵੇ

ਵਾਕਿਆ ਰਕਬਾ ਪਿੰਡ ਸਮਗੌਲੀ

(ਕਿਸਮ ਰੋਸਲੀ ਜਮੀਨ)

ਪਹਿਲਾਂ	ਰੁਬਰੂ
13,50,000/-	x

12-11-2005 ਮੁਖੀ

ਮੈਂ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਵਿਜੇ ਸਿੰਘ ਵਾਸੀ ਪਿੰਡ ਨੂਰਪੁਰ ਖੁਰਦ
 ਤਹਿਸੀਲ ਸ੍ਰੀ ਅਨੰਦਪੁਰ ਸਾਹਿਬ, ਹਾਲ ਵਾਸੀ ਮਕਾਨ ਨੰ:- 672 ਫੇਸ 6 ਮੋਹਾਲੀ, ਖੇਵਟਦਾਰ ਪਿੰਡ ਸਮਗੌਲੀ, ਤਹਿਸੀਲ
 ਮੁਖਤਿਆਰੇ ਆਮ ਵਲੋਂ:- ਸ੍ਰੀ ਏਕਮ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਵਿਜੇ
 ਸਿੰਘ ਮਕਾਨ ਨੰ:- 672 ਫੇਸ 6 ਮੋਹਾਲੀ, ਖੇਵਟਦਾਰ ਪਿੰਡ ਸਮਗੌਲੀ, ਤਹਿਸੀਲ
 ਡੇਰਾਬਸੀ, ਜ਼ਿਲ੍ਹਾ ਪਟਿਆਲਾ, ਦਾ ਹਾਂ।

ਜੋ ਕਿ ਮਿਕਰ ਨੂੰ ਰਾਂਹੀ ਮੁਖਤਿਆਰ ਨਾਮਾ ਆਮ ਵਸੀਕਾ ਨੰ:- 104/4
 ਮਿਤੀ:- 15/02/2001 ਸਬ-ਰਜਿਸਟਰਾਰ ਨੂਰਪੁਰ ਬੇਦੀ, ਜ਼ਿਲ੍ਹਾ ਰੋਪੜ, ਜਿਸ ਦੀ ਫੋਟੋ
 ਸਟੇਟ ਕਾਪੀ ਨਾਲ ਸ਼ਾਮਲ ਹੈ, ਮੁਖਤਿਆਰੇ ਆਮ ਨਿਯੁਕਤ ਕੀਤਾ ਹੋਇਆ ਹੈ,
 ਮੁਖਤਿਆਰ ਨਾਮਾ ਆਮ ਦੇਣ ਵਾਲਾ ਉਕਤ ਮਾਲਕ ਅੱਜ ਤੱਕ ਜਿਉਂਦਾ ਹੈ ਅਤੇ ਉਸ
 ਨੇ ਇਹ ਮੁਖਤਿਆਰ ਨਾਮਾ ਆਮ ਕੈਂਸਲ ਨਹੀਂ ਕਰਵਾਇਆ ਹੈ। ਮਿਕਰ ਨੇ
 ਮੁਖਤਿਆਰ ਨਾਮਾ ਆਮ ਦੇਣ ਵਾਲੇ ਦੀ ਮਾਲਕੀ ਵ ਕਬਜ਼ੇ ਵਾਲੀ ਜਮੀਨ ਖਾਤਾ ਨੰ:-
 106/201, ਖਸਰਾ ਨੰ:- 649ਮਿਨ(1-8), 650(4-0), 651(4-0), 652(4-0), 653ਮਿਨ
 (3-9), ਕਿਤੇ 5 ਰਕਬਾ 16 ਬਿਘੇ 17 ਬਿਸਵੇ ਵ ਖਾਤਾ ਨੰ:- 106/202 ਖਸਰਾ ਨੰ:-
 653ਮਿਨ(0-13), 654(5-14), 655(4-0), 656(4-0), 657(1-3), ਕਿਤੇ 5 ਤਾਦਾਦੀ
 15 ਬਿਘੇ 10 ਬਿਸਵੇ ਕੁੱਲ ਰਕਬਾ 32 ਬਿਘੇ 7 ਬਿਸਵੇ 0 ਬਿਸਵਾਸੀ, ਵਾਕਿਆ ਪਿੰਡ
 ਸਮਗੌਲੀ, ਹਦਬਸਤ ਨੰ:- 196, ਤਹਿਸੀਲ ਡੇਰਾਬਸੀ, ਜ਼ਿਲ੍ਹਾ ਪਟਿਆਲਾ, ਬਰੂਏ
 ਜਮਾਬੰਦੀ ਸਾਲ 2001-02, ਜਿਸ ਦੀ ਨਕਲ ਨਾਲ ਸ਼ਾਮਲ ਹੈ, ਸਣੇ ਹਕ ਰਸਤਾ, ਮਏ
 ਹੱਕ ਸ਼ਾਮਲਾਤ ਵ ਦੀਗਰ ਕੁੱਲ ਹਕੂਕ ਬਦਲੇ ਮੁ:- 13,50,000/- (ਤੋਰਾਂ ਲੱਖ ਪੰਜਾਹ

T.S. Dhillon

ਹਜਾਰ ਰੁਪਏ) ਪਾਸ:- ਸ੍ਰੀ ਰਣਧੀਰ ਸਿੰਘ ਮਲਿਕ ਪੁੱਤਰ ਲੇਟ ਸ੍ਰੀ ਸੂਰਤ ਸਿੰਘ ਵਾਸੀ ਮਕਾਨ ਨੰ: 1635 ਸੈਕਟਰ 15 ਪੰਚਕੁਲਾ ਵ ਸ੍ਰੀ ਗੌਰਵ ਗੋਇਲ ਪੁੱਤਰ ਸ੍ਰੀ ਬਲਦੇਵ ਗੋਇਲ ਵਾਸੀ ਮਕਾਨ ਨੰ:- 1659 ਸੈਕਟਰ 15 ਪੰਚਕੁਲਾ ਵ ਸ੍ਰੀ ਕੁਲਦੀਪ ਸਿੰਘ ਪੁੱਤਰ ਲੇਟ ਸ੍ਰੀ ਗੁਰਚਰਨ ਸਿੰਘ ਵਾਸੀ ਮਕਾਨ ਨੰ:- 1173 ਸੈਕਟਰ 11 ਪੰਚਕੁਲਾ ਵ ਸ੍ਰੀ ਮਨਜੀਤ ਸਿੰਘ ਪੁੱਤਰ ਲੇਟ ਸ੍ਰੀ ਗੁਰਬਖਸ਼ ਸਿੰਘ ਵਾਸੀ ਪਿੰਡ ਅਤੇ ਡਾਕਖਾਨਾ ਰਸੀਦਾਂ, ਜਿਲ੍ਹਾ ਜੀਂਦ(ਹਰਿਆਣਾ) ਵ ਸ੍ਰੀ ਵਰਜਿੰਦਰ ਸਿੰਘ ਚੀਮਾ ਪੁੱਤਰ ਸ੍ਰੀ ਐਮ.ਐਸ. ਚੀਮਾ ਵਾਸੀ ਮਕਾਨ ਨੰ:- 1111, ਸੈਕਟਰ 15 ਪੰਚਕੁਲਾ ਅਤੇ ਸ੍ਰੀ ਨਵਦੀਪ ਸਿੰਘ ਚੀਮਾ ਪੁੱਤਰ ਸ੍ਰੀ ਐਮ.ਐਸ. ਚੀਮਾ ਵਾਸੀ ਮਕਾਨ ਨੰ:- 1111, ਸੈਕਟਰ 15 ਪੰਚਕੁਲਾ ਬਹਿੱਸਾ ਬਰਾਬਰ(1/6 ਪ੍ਰਤੀ ਹਿੱਸਾ) ਬੈ ਕਰਕੇ ਮੁ- 13,50,000/- (ਤੇਰਾਂ ਲੱਖ ਪੰਜਾਹ ਹਜ਼ਾਰ ਰੁਪਏ) ਪਹਿਲਾ ਵਸੂਲ ਪਾ ਲਏ ਹਨ ਅਤੇ ਹੁਣ ਰੁਬਰੂ ਸ਼੍ਰੀਮਾਨ ਸਬ ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾਬੱਸੀ, ਕੁੱਝ ਵਸੂਲ ਨਹੀ ਪਾਉਣਾ ਅਤੇ ਕਬਜ਼ਾ ਜਮੀਨ ਪਰ ਖਰੀਦਾਰਾਂ ਦਾ ਕਰਵਾ ਦਿੱਤਾ ਹੈ । ਅੱਜ ਤੋ ਖਰੀਦਾਰਾਂ ਨੂੰ ਹਕੂਕ ਮਲਕੀਅਤੀ ਅਤੇ ਦੀਗਰ ਕੁੱਲ ਹਕੂਕ ਮਿਕਰ ਵਾਂਗ ਹਾਸਲ ਹੋ ਗਏ ਹਨ । ਇਹ ਰਕਬਾ ਹਰ ਕਿਸਮ ਦੇ ਭਾਰ ਤੋ ਮੁਕਤ ਹੈ ਅਤੇ ਬੈ ਸੁਦਾ ਰਕਬਾ ਉਕਤ ਸਬੰਧੀ ਭਾਰਤ ਸਰਕਾਰ ਦੀ ਕਿਸੇ ਵੀ ਅਦਾਲਤ ਵਿੱਚ ਕੋਈ ਕੇਸ ਵਗੈਰਾ ਨਹੀ ਚਲ ਰਿਹਾ ਹੈ ਅਤੇ ਨਾਂ ਹੀ ਕੋਈ ਸਟੇਅ ਵਗੈਰਾ ਹੈ। ਬੈ ਸੁਦਾ ਰਕਬਾ ਉਕਤ ਤੇ ਮਿਕਰ ਨੇ ਕਿਸੇ ਵੀ ਸਰਕਾਰੀ ਜਾਂ ਗੈਰ-ਸਰਕਾਰੀ ਜਾਂ ਪ੍ਰਾਈਵੇਟ ਅਦਾਰੇ ਮਹਿਕਮਾਂ ਜਾਂ ਸੰਸਥਾ ਤੋਂ ਕੋਈ ਕਰਜ਼ਾ ਵਗੈਰਾ ਨਹੀ ਲਿਆ ਹੋਇਆ ਹੈ ਅਤੇ ਨਾਂ ਹੀ ਕਿਸੇ ਹੋਰ ਤਰੀਕੇ ਨਾਲ ਇਸ ਦੀ ਮਲਕੀਅਤੀ ਟਰਾਂਸਫਰ ਕੀਤੀ ਜਾ ਚੁੱਕੀ ਹੈ। ਹੀ ਇਸ ਰਕਬੇ ਸਬੰਧੀ ਕਿਸੇ ਨੂੰ ਕੋਈ ਸੇਲ, ਗਿਫਟ, ਮੋਰਟਗੇਜ, ਬੈ/ਰਹਿਣ/ਹਿੱਸਾ/ਤਬਾਦਲਾ/ਪੱਟਾ ਆਦਿ ਅੱਜ ਤੱਕ ਨਹੀ ਕੀਤੀ ਹੈ । ਹੁਣ ਖਰੀਦਾਰਾਂ ਬੈ ਸੁਦਾ ਰਕਬਾ ਉਕਤ ਦਾ ਇੰਤਕਾਲ ਮਾਲ ਰਿਕਾਰਡ ਵਿੱਚ ਆਪਣੇ ਨਾਮ ਤਸਦੀਕ ਕਰਾਉਣ ਦੇ ਹੱਕਦਾਰ ਹਨ, ਜਿਸ ਖਾਰੇ ਮੇਰਾ ਜਾਂ ਮੇਰੇ ਵਾਰਸਾਂ ਨੂੰ ਕੋਈ ਇਤਰਾਜ਼ ਨਹੀ ਹੈ ਅਤੇ ਨਾਂ ਹੀ ਅੱਗੇ ਨੂੰ ਹੋਵੇਗਾ । ਇਹ ਰਕਬਾ ਜੋ ਕਿ ਮੇਰੇ ਆਪਣੇ ਕਬਜ਼ੇ ਵਿੱਚ ਹੈ । ਮਿਕਰ ਨੇ ਆਪਣੀ ਸਹੀ ਅਕਲ ਵ ਹੋਸ਼ ਨਾਲ ਬਿਨਾਂ ਕਿਸੀ ਦੇ ਸਿਖਾਏ-ਪੜਾਏ ਆਪਣੀ ਮਰਜ਼ੀ ਵ ਖੁਸ਼ੀ ਨਾਲ ਬੈ ਕਰ ਰਿਹਾ ਹੈ ਅਤੇ ਇਸ ਬੈ ਦੇ ਮੇ ਅਤੇ ਮੇਰੇ ਵਾਰਸਾਂ ਨੂੰ ਵੀ ਪਾਬੰਦ ਰਹਿਣਗੇ । ਜੇਕਰ ਮਿਕਰ ਦਾ ਪੁਰਾਣਾ ਬਾਰ ਵ ਭਾਰਤ ਸਰਕਾਰ ਦੀ ਕਿਸੇ ਵੀ ਕੋਰਟ ਵਿੱਚ ਕੋਈ ਅਦਾਲਤੀ ਝੱਗੜਾ ਵ ਸੀਲਿੰਗ ਵ ਮਿਕਰ ਦੀ ਗਲਤ ਬਿਆਨੀ ਆਦਿ ਬਿਨਾਪੁਰ ਰਕਬਾ ਉਕਤ ਬੈੜਾ ਜਾਂ ਸਾਰਾ ਕਬਜ਼ਾ ਖਰੀਦਾਰਾਂ ਕੋਲੋਂ ਖੁਸ਼ ਜਾਵੇ ਜਾਂ ਹਰਜਾ ਪੁਜੇ ਤਾਂ ਉਹ ਆਪਣਾ ਕੁੱਲ ਜਰ ਬੈ ਸਣੇ ਅਸਟੇਮ, ਖਰਚਾ ਰਜਿਸਟਰੀ, ਉਸ ਵਕਤ ਦੇ ਬਜਾਰੀ ਕੀਮਤ ਮੁਤਾਬਿਕ ਮਿਕਰ ਦੀ ਜਾਇਦਾਦ ਹਰ ਕਿਸਮ ਤੋਂ ਵਸੂਲ ਕਰਨ ਦੇ ਹੱਕਦਾਰ ਹੋਣਗੇ ਅਤੇ ਖਰਚਾ ਰਜਿਸਟਰੀ ਸਾਰਾ ਖਰੀਦਾਰਾਂ ਨੇ ਕੀਤਾ ਹੈ । ਮਿਕਰ ਦਾ ਬਿਆਨ ਹਲਫੀਆ ਨਾਲ ਸ਼ਾਮਲ ਹੈ । ਲਿਹਾਜ਼ਾ ਬੈਨਾਮਾ ਲਿਖ ਦਿੱਤਾ ਹੈ ਕਿ ਵੇਲੇ ਸਿਰ ਕੰਮ ਆਵੇ । ਮਿਤੀ:-

ਗਵਾਹ:1

ਬਾਇਆ

ਖਰੀਦਾਰਾਂ

ਗਵਾਹ:2

ਸ਼੍ਰੀਮਤੀ
ਸ਼੍ਰੀਮਤੀ
ਸ਼੍ਰੀਮਤੀ

F.S. Dhillon

ਸ਼੍ਰੀਮਤੀ

Jointed by
Ramesh Kumar
21/8/05

Drafted by:-

SUDESH KUMAR GOEL

ਸ਼੍ਰੀਮਤੀ

ANNEXURE - A 2/1

13

OFFICE OF SUB REGISTRAR, DERA BASSI

SALE DEED

Value: Rs.13,50,000/-

Land situated in Village Samgoli

Measuring : 32 Bighe 07 Biswe

Stamp fee: 81,000/-

Parts:05

Stamp Paper each bearing amount of Rs.20,000/-
and bearing Sr.No.00CC 675393 to 96.

Words: 300

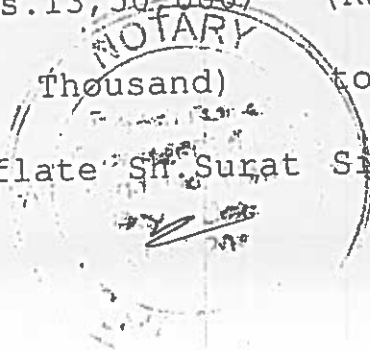
Already received Rs.13,50,000/-

Before Sub Registrar: Nil

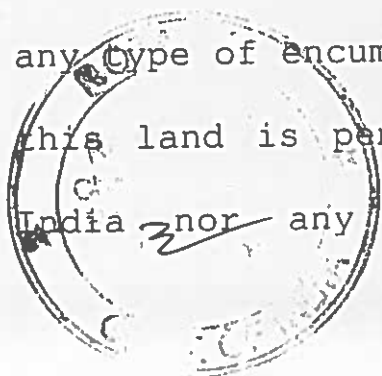
I am Jaspal Singh son of Vijay Singh
resident of Village NurpurKhurd Tehsil Sri
Anandpur Sahib at present House NO.672, Phase-6,
Mohali duly appointed as General Attorney by
Ekam Singh son of Jaspal Singhson of Vijay
Singhresident of House No.672, Phase-6, Mohali,
Khewatdar of Village Samgoli, Tehsil Dera
Basis, District Patiala.



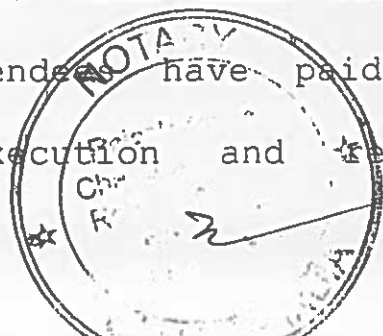
That I am appointed as General Attorney through deed No.104/4 dated 15.02.2001 registered in the office of Sub Registrar, Nurpur Bedi, District Ropar (Photo copy of which is enclosed). The person who has executed the General Power of Attorney is still alive and he has not cancelled the General Power of Attorney till date. I have sold the land owned and possessed by the person (who have executed General Power of Attorney) bearing account No.106/201 comprised of khasra No.649 Min (1-8), 650 (4-0), 651 (4-0), 652 (4-0), 653 Min (3-9), Parts:5 measuring 16 bighe 17 biswa and khata No.106/202 bearing khasra No.653 Min (0-13) 654 (5-14), 655 (4-0) 656 (4-0) 657 (1-3) Parts:5 measuring 32 bighe 7 biswa 0 biswa situated in the area of Village Samgoli Hadbast No.196, Tehsil Dera Bassi, District Patiala as per jamabandi for the year 2001-02, copy of which is enclosed along with all rights such as passages etc. and all other rights for an amount of Rs.13,50,000/- (Rupees Thirteen Lakh Fifty Thousand) to Sh. Randhir Singh Malik son of late Sh. Surat Singh resident of



House NO.1635, Sector 15, Panchkula and to Sh.Gaurav Goyalson of Sh.Baldev Goyal resident of House No.1659, Sector 15, Panchkula and to Sh.Kuldeep Singh son of late Sh.Gurcharan Singhresident of House No.1173, Sector 11, Panchkula and to Sh.Manjit Singh sonof LateSh.Gurbaksh Singh resident of Village VPO Rasidan District Jind (Haryana) and to Sh.Varjinder SinghCheemason of Sh.M.S.Cheemaresident ofHouse No.1111, Sector 15, Panchkula and to Sh.Navdeep Singh Cheema son ofSh.M.S.Cheemaresident ofHouse No.1111, Sector 15, Panchkula in equal shareand have received the entire sale consideration of Rs.13,50,000/- (Rupees Thirteen Lakh Fifty Thousand) at homeand nothing amount is to be received before the Sub Registrar, DeraBassi. The possession of the land has delivered to the vendees. The vendees have become the owner of the land like the vendor and all the rights have been vested to them.This land is free from any type of encumbrances.No case with regard to this land is pending in any court throughout India nor any court has issued any stay



order. The vendor has not taken any type of loan from any government or non-government organization or from any private institute and nor this land is sold, mortgaged, gifted, exchanged or leased out. The vendees have the right to get the mutation sanctioned in their name in the revenue record and in this regard neither I nor any of my legal heir has got any objection nor they will have any objection in future. This land is under my possession and I have sold this land with my sound disposing mind and without any coercion etc. I along with my legal heirs will be bound by this sale deed. In case the vendees lost either any part of the land or the whole land due to its previous encumbrances, court dispute, sealing or due to wrong statement given by the vendor, the vendor will be responsible to make the payment of damages, costs of execution and registration of sale deed as per the prevalent market rates or the vendees will have the rights to recover the same from my other property. The vendees have paid all the expenditures of execution and registration of this sale



deed. Affidavit of executant is enclosed. Hence
this sale deed is reduced in writing for future
reference and record. Dated:

Executant: J.S. Dhillon.

Vendee: Signed

Witness-1: Rashmi Gupta, Advocate, Dera Bassi.

Witness-2: SD/-Darshan Singh.

CERTIFIED TO BE TRUE TRANSLATION

ADVOCATE



ATTESTED
To Be True Translation
NOTARY CHANDIGARH

11 9 NOV 2019

ਦਫ਼ਤਰ ਸਬ - ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾ ਬੱਸੀ।

ਬੈ ਨਾਮਾ ਜਮੀਨ ਵਾਕਿਆ ਪਿੰਡ ਸਮਗੋਲੀ ਅਸਟਾਮ ਕਿਤੇ
 50,00,000/-ਰੁਪਏ ਬਕਦਰ 40ਬਿਘੇ-0ਬਿਸਵੇ 2,50,000/-ਰੁਪਏ 13
 2,50,000/-ਰੁਪਏ ਦਾ ਅਸਟਾਮ ਲੜੀ ਨੰਬਰ:-2819, ਮਿਤੀ:-10-03-2009
 "ਖਜਾਨਾ ਦਫ਼ਤਰ ਡੇਰਾ ਬੱਸੀ" ਡੀਟੇਲ ਅਸਟਾਮ, :-20,000/-ਰੁਪਏ ਵਾਲੇ 12 ਅਸਟਾਮ ✓
 ਜਿਨ੍ਹਾਂ ਦੇ ਨੰਬਰ:-339628-639, ਅਤੇ 10,000/-ਰੁਪਏ ਵਾਲਾ 1 ਅਸਟਾਮ ਜਿਸ
 ਦਾ ਨੰਬਰ:- 582201 ਤੱਕ ਹਨ।

(ਗਰਾਮ ਪੰਚਾਇਤ ਪਿੰਡ ਸਮਗੋਲੀ)
 (ਸਬਦ ਲਗਭਗ 320)
 (ਕਿਸਮ ਜਮੀਨ ਰੋਸਲੀ)

ਪਹਿਲਾ

50,00,000/-ਰੁਪਏ

ਰੁਬਰੂ

x/-ਰੁਪਏ

ਦਫ਼ਤਰ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ

ਮੈਂ ਏਕਮ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਵਿਜੈ ਸਿੰਘ ਵਾਸੀ ਕੋਠੀ ਨੰਬਰ:-153, ਸੈਕਟਰ ਲੋਕ ਸੂਚਨਾ ਅਫਸਰ
 11 ਏ, ਚੰਡੀਗੜ੍ਹ, ਖੇਵਟਦਾਰਾਨ ਮੋਜਾ ਪਿੰਡ ਸਮਗੋਲੀ, ਤਹਿਸੀਲ ਡੇਰਾ ਬੱਸੀ, ਜਿਲ੍ਹਾ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ ਦਫ਼ਤਰ ਉਪ ਮੈਂਡਲ ਪੈਰਿਸਟਰੇਟ ਡੇਰਾ ਬੱਸੀ
 ਸਿੰਘ ਨਗਰ, ਮੋਹਾਲੀ, ਦਾ ਹਾਂ।

ਜੋ ਕਿ ਮੁਕਰ ਨੇ ਆਪਣੀ ਮਾਲਕੀ ਵ ਕਬਜ਼ੇ ਦੀ ਜਮੀਨ ਬਕਦਰ 40ਬਿਘੇ-0ਬਿਸਵੇ ਖਾਤਾ ਨੰਬਰ:-
 114/205-206-207, ਖਸਰਾ ਨੰਬਰਾਨ:-644ਮਿਨ (0-11), 645 (4-0), 646 (2-0), 647 (2-0),
 648 (4-0), 649ਮਿਨ (2-12), 632ਮਿਨ (2-19), 633 (4-0), 634 (4-0), 635 (4-0), 636ਮਿਨ
 (1-18), 640ਮਿਨ (1-8), 641 (4-0), 642 (4-0), 643 (4-0), 644ਮਿਨ (3-9), 2607/628
 (3-16), 629 (4-0), 630 (4-0), 631 (4-0), 632ਮਿਨ (1-1), 636ਮਿਨ (2-2), 637 (4-0),
 638 (2-17), 639 (5-6), 640ਮਿਨ (2-12), ਕਿਤੇ 26 ਰਕਬਾ 82ਬਿਘੇ-11ਬਿਸਵੇ ਦਾ
 800/1651ਜ਼ਿੱਸਾ = ਬਕਦਰ 40ਬਿਘੇ-0ਬਿਸਵੇ ਵਾਕਿਆ ਮੋਜਾ ਪਿੰਡ ਸਮਗੋਲੀ ਉਕਤ, ਤਹਿਸੀਲ ਡੇਰਾ

(ਸਹਿਮਤ)

ਬੱਸੀ, ਜ਼ਿਲ੍ਹਾ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ ਸਿੰਘ ਨਗਰ, ਮੋਹਾਲੀ, "ਹਦਬਸਤ ਨੰਬਰ:-196" "ਫ਼ਰੰਦ ਬਰੂਏ ਨਕਲ
ਜਮਾਬੰਦੀ ਸਾਲ 2006 - 2007 ਨਾਲ ਨੱਥੀ ਹੈ" ਸਣੇ ਹੱਕ ਰਸਤਾ, ਗੋਹਰ ਪਹੀ ਆਦਿਕ, ਕੁੱਲ ਹੱਕ ਹਕੂਕ
ਹਰ ਕਿਸਮ ਮੁਤਲਕਾ ਬਦਲੇ ਮੁ:-50,00,000/-ਰੁਪਏ (ਪੰਜਾਹ ਲੱਖ ਰੁਪਏ) ਵਿਚ ਪਾਸ:- ਗੁਰਿੰਦਰਪਾਲ ਸਿੰਘ
ਪੁੱਤਰ ਸ: ਰਜਿੰਦਰ ਸਿੰਘ ਪੁੱਤਰ ਸ: ਬਹਾਦਰ ਸਿੰਘ ਵਾਸੀ ਚੰਡੀਗੜ੍ਹ, ਕੋਲ ਏ ਕਤੱਈ ਵ ਫਰੋਰਖਤ ਕਰਕੇ
ਇਕਰਾਰੀ ਹੁੰ ਕਿ ਮੁ:-50,00,000/-ਰੁਪਏ ਖਰਚ ਖਾਨਗੀ ਵਾ ਤਰੱਕੀ ਕਾਰੋਬਾਰ ਲਈ ਪਹਿਲਾਂ ਹੀ ਘਰ ਪਰ
ਵਸੂਲ ਕਰ ਚੁੱਕਾ ਹਾਂ, ਅਤੇ ਹੁਣ ਰੁਬਰੂ ਸੀਮਾਨ "ਸਬ - ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ ਜ਼ੇਰਾ ਬੱਸੀ" ਕੁਝ ਨਹੀਂ ਲੈਣਾ।
ਦਾਮ - ਦਾਮ ਵਸੂਲ ਪਾਕਰ ਵਾਕਈ ਕਬਜਾ ਜਮੀਨ ਉਕਤ ਪਰ ਖਰੀਦਦਾਰ ਦਾ ਕਰਾ ਦਿੱਤਾ ਹੈ। ਖਰੀਦਦਾਰ ਨੂੰ
ਅੱਜ ਤੋਂ ਕੁੱਲ ਹਕੂਕ ਮਲਕੀਅਤੀ, ਇੰਤਕਾਲਤ, ਆਰਜੀ - ਦਾਏਮੀ, ਦਾਖਲਾਂ - ਖਾਰਜੀ ਆਦਿਕ ਹਰ ਕਿਸਮ
ਮਾਲਕ ਵਾਂਗ ਹਾਸਲ ਹੋਣਗੇ। ਬੈ ਨਾਮਾ ਹਜਾ ਦਾ ਕੁੱਲ ਖਰਚਾ ਖਰੀਦਦਾਰ ਨੇ ਕੀਤਾ ਹੈ। ਰਕਬਾ ਉਕਤ ਸਬੰਧੀ
ਧਿਰਾਂ ਨੇ ਪਹਿਲਾਂ ਕੋਈ ਲਿਖਤੀ ਮੁਹਾਦਾ ਨਹੀਂ ਕੀਤਾ। ਮੁਤਲਕਾ ਬਿਆਨ ਹਲਫੀਆ ਨਾਲ ਨੱਥੀ ਹੈ। ਜੇਕਰ ਮੁਕਰ
ਦਾ ਪੁਰਾਣਾ ਬਾਰ ਵ ਝਗੜਾ ਵ ਲੈਂਡ ਸੀਲਿੰਗ ਐਕਟ ਵ ਸਰਪਲਸ ਏਰੀਆ ਵ ਮੁਕਰ ਦੀ ਗਲਤ ਬਿਆਨੀ ਆਦੀ
ਦੀ ਬਿਨਾਪੁਰ ਰਕਬਾ ਉਕਤ ਬੋੜਾ ਜਾਂ ਸਾਰੇ ਦਾ ਕਬਜਾ ਖਰੀਦਦਾਰ ਕੋਲੋਂ ਖੁਸ਼ ਜਾਵੇ ਜਾਂ ਹਰਜਾ ਪੁੱਜੇ ਤਾਂ ਉਹ
ਆਪਣਾ ਕੁੱਲ ਜਰ ਬੈ ਸਣੇ ਅਸਟਾਮ, ਖਰਚ ਰਜਿਸਟਰੀ, ਉਸ ਵਕਤ ਦੇ ਬਜਾਰੀ ਕੀਮਤ ਮੁਤਾਬਕ ਮੁਕਰ ਦਾ
ਜਾਇਦਾਦ ਹਰ ਕਿਸਮ ਤੋਂ ਵਸੂਲ ਕਰਨ ਦਾ ਹੱਕਦਾਰ ਹੋਵੇਗਾ।

12.11.2005

ਲਿਹਾਜਾ ਬੈ ਨਾਮਾ ਲਿਖ ਦਿੱਤਾ ਕਿ ਕੰਮ ਆਵੇ, ਲੇਖ ਮੁਕਰ ਨੇ ਸੁਣ ਅਤੇ ਸਮਝ ਲਿਆ ਹੈ ਸਹੀ ਵ
ਦਰੁਸਤ ਕਬੂਲ ਹੈ। ਮਿਤੀ:-10-03-2009

ਗਵਾਹ ਨੰਬਰ:-1

Sudan Singh
Advocate
Dea Barri

ਬਾਇਆ ਸੀ ਏਕਮ ਸਿੰਘ

(ਸੀ) Wills

ਲੋਕ ਸੂਚਨਾ ਅਫਸਰ
ਦਫਤਰ ਉਪ ਮੰਡਲ ਮੈਜਿਸਟਰੇਟ ਡੇਰਾ ਬੱਸੀ
2/11/06

ਗਵਾਹ ਨੰਬਰ:-2

Wade Singh
Dewan Kallan

ਖਰੀਦਦਾਰ ਸ: ਗੁਰਿੰਦਰਪਾਲ ਸਿੰਘ

Am

DRAFTED BY
K.K. SONAK Adv.
Teh. Comp. Dns Basel

OFFICE OF SUB REGISTRAR, DERA BASSI

SALE DEED

Value: Rs.50,00,000/-

Land situated in Village Samgoli

Measuring: 40 Bighe 0 Biswe

Stamp fee: Rs.2,50,000/-

Parts:13

Stamp Paper bearing amount of Rs.2,50,000/-
bearing Sr.No.2819 dated 10.03.2009

Treasury OfficeDeraBassi.

Stamp Detail: 12 stamp papers bearing amount of
Rs.20,000/- bearing Sr. No.339628-639 and one
stamp paper bearing an amount of Rs.10000/- and
bearing Sr. No.582201.

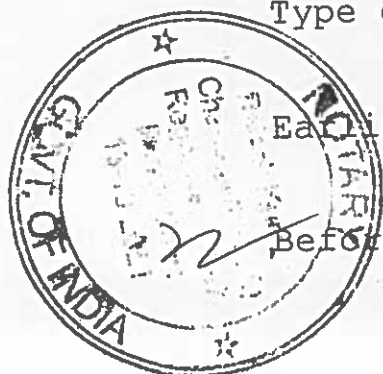
Gram Panchayat Samgoli

Words: 320 Approx.

Type of land: Rosli

Earlier received Rs.50,00,000/-.

Before Sub Registrar: Nil.

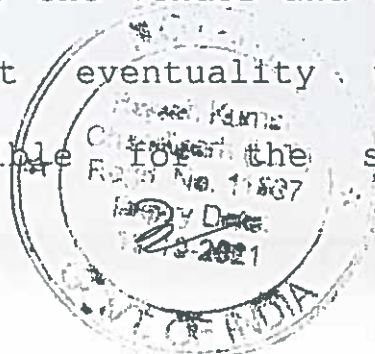


I am Ekam Singhson of Jaspal Singh son of Vijay Singh resident of Kothi No.153, Sector 11-A, Chandigarh, Khewatdar Mauja Village Samgoli Tehsil Dera Bassi, District Sahibzada Ajit Singh Nagar, Mohali.

That I have sold my land measuring 40 bighe 0 biswe bearing account No.114/205-206-207 and bearing Khasra Nos. 644/0-11, 645/4-0, 646/2-0, 647/2-0, 648/4-0, 649 Min/2-12, 632 Min/2-19, 633/4-0, 634/4-0, 635/4-0, 635/4-0, 636 Min/1-18, 640 Min/1-18, , 641/4-0, 642/4-0, 643/4-0, 644 Min/3-9, 2607/628/ 3-16, 629/4-0, 630/4-0, 631/4-0, 632/ Min/1-1, 636 Min/2-2 , 637/4-0, 638/2-17, 639/5-6, 640 Min/ 2-12 Parts: 26, total land measuring 40 bighe 0 biswe out of land measuring 82 bighe 11 biswe being 800/1651 share situated in the area of Village Samgoli Tehsil Dera Bassi District Sahibzada Ajit Singh Nagar, Mohali, Hadbast No.196 as per jamabandi for the year 2006-2007, copy of which is enclosed along with all rights such as passage, gohar, pahi etc. and all other rights for a total sale



consideration of Rs.50,00,000/- (Rupees FiftyLakh) to Sh. Gurinderpal Singh son of Rajinder Singh son of Bahadur Singhresident of Chandigarh and it is agreed that I have received entire sale consideration of Rs.50,00,000/- at my home for my domestic need and to flourish my business and nothing is to be received before the Sub Tehsildar DeraBassi. I have received the entire sale consideration and has delivered the possessionto the vendees.From today the vendees will have all the proprietary rights as I was earlier. Vendees has paid all the expenditures for execution and registration of sale deed.The parties earlier have not entered in to any agreement prior to this.Concerned affidavit is enclosed herewith.In case the vendees lostpossession either any part of the land or form the whole land due toany previous encumbrances, dispute,due to Land Ceiling Act, due to surplus area or due to wrong statement given by the vendor and suffer any damages and in that eventuality the vendor will be responsible for the same along with all



the expenditures incurred by the vendees including stamp fee and the vendees will have the right to recover the same from the other property of the vendor as per the prevalent market rate.

Hence, this sale deed is executed for future reference and recorded. The contents of the sale deed have been read over to the vendor and he understood the same and admits the same as correct.

Dated: 10.03.2009.

Executant:

SD/- Ekam Singh

SD/- Purchaser Gurinderpal Singh

Witnesses No.1: SD/- XXXX Advocate, Dera Bassi.

Witness No.2: Naseeb Singh Lambardar.

Drafted by: SD/- K.K. Sonak, Adv. Tehsil Compound Dera Bassi.

CERTIFIED TO BE TRUE TRANSLATION

ADVOCATE

ATTESTED
To Be True Translation
Form *unna* into English

10 NOV 2009

NOTARY CHANDIGARH

9788

ਦਫਤਰ ਸਬ - ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾ ਬੱਸੀ।

ਬੇ ਨਾਮਾ	ਜਮੀਨ ਵਾਕਿਆ ਪਿੰਡ ਸਮਗੋਲੀ	ਅਸਟਾਮ	ਕਿਤੇ
53,20,000/-ਰੁਪਏ	ਬਕੱਦਰ 42ਬਿਘੇ-11ਬਿਸਵੇ	2,66,000/-ਰੁਪਏ	15

2,50,000/-ਰੁਪਏ ਦਾ ਅਸਟਾਮ ਲੜੀ ਨੰਬਰ:-2818, ਮਿਤੀ:-10-03-2009

"ਖਜ਼ਾਨਾ ਦਫਤਰ ਡੇਰਾ ਬੱਸੀ" ਡੀਟੇਲ ਅਸਟਾਮ, :-20,000/-ਰੁਪਏ ਵਾਲੇ 13 ਅਸਟਾਮ ਜਿਨ੍ਹਾਂ ਦੇ ਨੰਬਰ:-

339615-627, ਵ 5000/-ਰੁਪਏ ਵਾਲਾ 1 ਅਸਟਾਮ ਜਿਸ ਦਾ ਨੰਬਰ:- ਏ 222701, ਅਤੇ

1000/-ਰੁਪਏ ਵਾਲਾ 1 ਅਸਟਾਮ ਜਿਸ ਦਾ ਨੰਬਰ:- ਬੀ 356512 ਤੱਕ ਹਨ।

(ਗਰਾਮ ਪੰਚਾਇਤ ਪਿੰਡ ਸਮਗੋਲੀ)

(ਸਬਦ ਲਗਵਾਗ 320)

(ਕਿਸਮ ਜਮੀਨ ਰੋਸਲੀ)

ਪਹਿਲਾਂ

53,20,000/-ਰੁਪਏ

ਰੁਬਰੂ

x/-ਰੁਪਏ

27.11.2005

ਲੋਕ ਸੂਚਨਾ ਸਕਿਊਰ

ਮੈਂ ਏਕਮ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਵਿਜੈ ਸਿੰਘ ਵਾਕਿਆ ਪਿੰਡ ਸਮਗੋਲੀ, ਤਹਿਸੀਲ ਡੇਰਾ ਬੱਸੀ, ਜ਼ਿਲ੍ਹਾ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ

11 ਏ, ਚੰਡੀਗੜ੍ਹ, ਖੇਵਟਦਾਰਾਨ ਮੋਜਾ ਪਿੰਡ ਸਮਗੋਲੀ, ਤਹਿਸੀਲ ਡੇਰਾ ਬੱਸੀ, ਜ਼ਿਲ੍ਹਾ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ

ਸਿੰਘ ਨਗਰ, ਮੋਹਾਲੀ, ਦਾ ਹਾਂ।

ਜੋ ਕਿ ਮੁਕਰ ਨੇ ਆਪਣੀ ਮਾਲਕੀ ਵ ਕਬਜ਼ੇ ਦੀ ਜਮੀਨ ਬਕੱਦਰ 42ਬਿਘੇ-11ਬਿਸਵੇ ਖਾਤਾ ਨੰਬਰ:-

114/205-206-207, ਖਸਰਾ ਨੰਬਰਾਨ:-644ਮਿਨ (0-11), 645 (4-0), 646 (2-0), 647 (2-0),

648 (4-0), 649ਮਿਨ (2-12), 632ਮਿਨ (2-19), 633 (4-0), 634 (4-0), 635 (4-0), 636ਮਿਨ

(1-18), 640ਮਿਨ (1-8), 641 (4-0), 642 (4-0), 643 (4-0), 644ਮਿਨ (3-9), 2607/628

(3-16), 629 (4-0), 630 (4-0), 631 (4-0), 632ਮਿਨ (1-1), 636ਮਿਨ (2-2), 637 (4-0)

638 (2-17), 639 (5-6), 640ਮਿਨ (2-12), ਕਿਤੇ 26 ਰਕਬਾ 82ਬਿਘੇ-11ਬਿਸਵੇ ਦਾ

851/1651ਹਿੱਸਾ = ਬਕੱਦਰ 42ਬਿਘੇ-11ਬਿਸਵੇ ਵਾਕਿਆ ਮੋਜਾ ਪਿੰਡ ਸਮਗੋਲੀ ਉਕਤ, ਤਹਿਸੀਲ ਡੇਰਾ

Shiller

ਬੱਸੀ, ਜ਼ਿਲ੍ਹਾ ਸਾਹਿਬਜ਼ਾਦਾ ਅਜੀਤ ਸਿੰਘ ਨਗਰ, ਮੋਹਾਲੀ, "ਹਦਬਸਤ ਨੰਬਰ:-196" "ਫਰੰਚ ਬਰੂਏ ਨਕਲ
ਜਮਾਬੰਦੀ ਸਾਲ 2006 - 2007 ਨਾਲ ਨੱਥੀ ਹੈ" ਸਣੇ ਹੱਕ ਰਸਤਾ, ਗੋਹਰ ਪਹੀ ਆਦਿਕ, ਕੁੱਲ ਹੱਕ ਹਕੂਕ,
ਹਰ ਕਿਸਮ ਮੁਤਲਕਾ ਬਦਲੇ ਮੁ:-53,20,000/-ਰੁਪਏ (ਤਰਵੰਜਾ ਲੱਖ ਵੀਹ ਹਜ਼ਾਰ ਰੁਪਏ) ਵਿਚ ਪਾਸ:-
ਸਰਬਜੋਤ ਸਿੰਘ ਪੁੱਤਰ ਸ: ਗੁਰਦੀਪ ਸਿੰਘ ਪੁੱਤਰ ਸ: ਸ਼ੇਰ ਸਿੰਘ "ਸੰਤ ਨਗਰ" ਮੁਕੇਰੀਆ, ਜ਼ਿਲ੍ਹਾ ਹੋਸ਼ਿਆਰਪੁਰ,
(480/1651ਹਿੱਸਾ) ਅਤੇ ਇਕਬਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ: ਜਗਤਾਰ ਸਿੰਘ ਪੁੱਤਰ ਸ: ਗੁਰਮੇਲ ਸਿੰਘ ਵਾਸੀ
ਜੇਡੀਆਲਾ ਰੋਡ, ਤਰਨਤਾਰਨ (371/1651ਹਿੱਸਾ) ਕੋਲ ਬੈ ਕਤੌਈ ਵ ਫਰੋਰਖਤ ਕਰਕੇ ਇਕਰਾਰੀ ਹੁੰ ਕਿ ਮੁ:-
53,20,000/-ਰੁਪਏ ਖਰਚ ਖਾਨਗੀ ਵਾ ਤਰੱਕੀ ਕਾਰੋਬਾਰ ਲਈ ਪਹਿਲਾਂ ਹੀ ਘਰ ਪਤ ਵਸੂਲ ਕਰ ਚੁੱਕਾ ਹਾਂ,
ਅਤੇ ਹੁਣ ਰੂਬਰੂ ਸ਼੍ਰੀਮਾਨ "ਸਬ - ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ ਡੇਰਾ ਬੱਸੀ" ਕੁਝ ਨਹੀਂ ਲੈਣਾ। ਦਾਮ - ਦਾਮ ਵਸੂਲ
ਪਾਕਰ ਵਾਕਈ ਕਬਜ਼ਾ ਜਮੀਨ ਉਕਤ ਪਰ ਖਰੀਦਦਾਰਾਨ ਦਾ ਕਰਾ ਦਿੱਤਾ ਹੈ। ਖਰੀਦਦਾਰਾਨ ਨੂੰ ਅੱਜ ਤੋਂ ਕੁੱਲ
ਹਕੂਕ ਮਲਕੀਅਤੀ, ਇੰਤਕਾਲਤ, ਆਰਜੀ - ਦਾਏਮੀ, ਦਾਖਲੀ - ਖਾਰਜੀ ਆਦਿਕ ਹਰ ਕਿਸਮ ਮਾਲਕ ਵਾਂਗ
ਹਾਸਲ ਹੋਣਗੇ। ਬੈ ਨਾਮਾ ਹਜ਼ਾ ਦਾ ਕੁੱਲ ਖਰਚਾ ਖਰੀਦਦਾਰਾਨ ਨੇ ਕੀਤਾ ਹੈ। ਰਕਬਾ ਉਕਤ ਸਬੰਧੀ ਧਿਰਾਂ ਨੇ
ਪਹਿਲਾ ਕੋਈ ਲਿਖਤੀ ਮੁਹਾਦਾ ਨਹੀਂ ਕੀਤਾ। ਮੁਤਲਕਾ ਬਿਆਨ ਹਲਫੀਆ ਨਾਲ ਨੱਥੀ ਹੈ। ਜੇਕਰ ਮੁਕਰ ਦਾ
ਪੁਰਾਣਾ ਬਾਰ ਵ ਝਗੜਾ ਵ ਲੈਂਡ ਸੀਲਿੰਗ ਐਕਟ ਵ ਸਰਪਲਸ ਏਰੀਆ ਵ ਮੁਕਰ ਦੀ ਗਲਤ ਬਿਆਨੀ ਆਦੀ ਦੀ
ਬਿਨਾਪੁਰ ਰਕਬਾ ਉਕਤ ਬੋੜਾ ਜਾਂ ਸਾਰੇ ਦਾ ਕਬਜ਼ਾ ਖਰੀਦਦਾਰਾਨ ਕੋਲੋਂ ਖੁਸ਼ ਜਾਂਵੇ ਜਾਂ ਹਰਜਾ ਪੁੱਜੇ ਤਾਂ ਉਹ
ਆਪਣਾ ਕੁੱਲ ਜਰ ਬੈ ਸਣੇ ਅਸਟਾਮ, ਖਰਚ ਰਜਿਸਟਰੀ, ਉਸ ਵਕਤ ਦੇ ਬਜਾਗੀ ਕੀਮਤ ਮੁਤਾਬਕ ਮੁਕਰ ਦੀ
ਜਾਇਦਾਦ ਹਰ ਕਿਸਮ ਤੋਂ ਵਸੂਲ ਕਰਨ ਦਾ ਹੱਕਦਾਰ ਹੋਵੇਗਾ।

ਮੁਕਰ ਅਤੇ ਸਮਝ ਲਿਆ ਹੈ ਸਹੀ ਵ

ਲਿਹਾਜ਼ਾ ਬੈ ਨਾਮਾ ਲਿਖ ਦਿੱਤਾ ਕਿ ਕੰਮ ਆਵੇ, ਲੇਖ ਮੁਕਰ ਨੇ ਸੁਣ ਅਤੇ ਸਮਝ ਲਿਆ ਹੈ ਸਹੀ ਵ
ਦਰੁਸਤ ਕਬੂਲ ਹੈ। ਮਿਤੀ:-10-03-2009

ਲੋਕ ਸੂਚਨ ਅਫ਼ਸਰ
ਦਫਤਰ ਉਪ ਮੰਡਲ ਮੈਜਿਸਟਰੇਟ ਡੇਰਾ ਬੱਸੀ
24/3

ਗਵਾਹ ਨੰਬਰ:-1

Sunder Singh
Advocate
Dera Bassi

ਬਾਇਆ ਸੀ ਏਕਮ ਸਿੰਘ

(ਸੀ) Hillon

ਗਵਾਹ ਨੰਬਰ:-2
Naseeb Singh
Sallen Ballan

Numbandan
DRAFTED BY
K.K. SONAK Adv.
Teh. Comp. Dera Bassi

ਖਰੀਦਦਾਰਾਨ

Sachet Singh
G. Lal Singh

ANNEXURE-A4/1

26

OFFICE OF SUB REGISTRAR, DERA BASSI

SALE DEED

Value: Rs.53,20,000/-
Land situated in Village Samgoli
Measuring : 42 Bighe 11 Biswe
Stamp fee: 2,66,000/-
Parts:15

Stamp Paper bearing amount of Rs.2,50,000/-
bearing Sr.No.2818 dated 10.03.2009

Treasury Office Dera Bassi.

Stamp Detail: 13 stamp papers bearing amount of
Rs.20,000/- bearing Sr. No.339615-627 and one
stamp paper bearing an amount of Rs.5000/- and
bearing Sr. No.222701 and stamp paper bearing an
amount of Rs.1000/- and bearing Sr. No.356512.

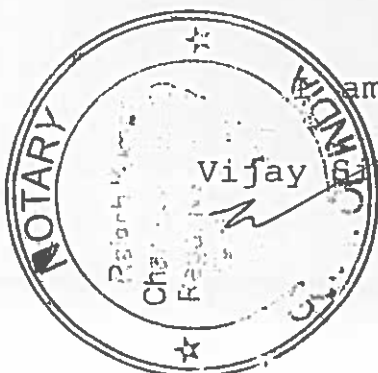
Gram Panchayat Samgoli

Words: 320 Approx.

Type of land: Rosli

Earlier received Rs.53,20,000/-.

Before Sub Registrar: Nil..

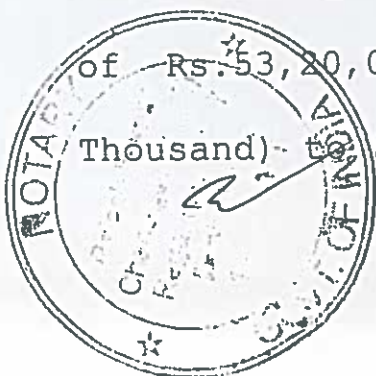


am Ekam Singhson of Jaspal Singh son of
Vijay Singh resident of Kothi No.153, Sector 11-

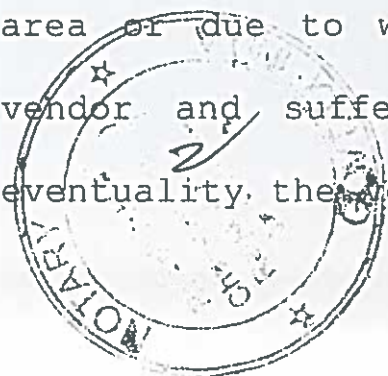
A, Chandigarh, Khewatdar Mauja Village Samgoli
Tehsil Dera Bassi, District Sahibzada Ajit Singh
Nagar, Mohali.

That I have sold my land measuring 42 bighe
11 biswe bearing account No. 114/205-206-207
and bearing Khasra Nos. 644/0-11, 645/4-0,
646/2-0, 647/2-0, 648/4-0, 649 Min/2-12, 632
Min/2-19, 633/4-0, 634/4-0, 635/4-0, 635/4-0,
636 Min/1-18, 640 Min/1-18, , 641/4-0, 642/4-0,
643/4-0, 644 Min/3-9, 2607/628 Min / 3-16,
629/4-0, 630/4-0, 631/4-0, 632/ Min/1-1, 636
Min/2-0 , 637/4-0, 638/2-17, 639/5-6, 640 Min/
2-12 Parts: 26, total land measuring 42 bighe
11 biswe out of land measuring 82 bighe 11
biswe being 851/1651 share situated in the area
of Village Samgoli Tehsil Dera Bassi
District Sahibzada Ajit Singh Nagar, Mohali,
Hadbast No. 196 as per jamabandi for the year
2006-2007, copy of which is enclosed along with
all rights such as passage, Gohar, Pahietc. and
all other rights for a total sale consideration

of Rs. 53,20,000/- (Fifty Three Lakh Twenty
Thousand) to Sh. Sarabjot Singh son of Gurdeep



Singh son of Sher Singh resident of Sant Nagar, Mukerian, District Hoshiarpur (being 480/1651 share) and to Sh. Iqbal Singh son of S. Jagtar Singh son of Gurmel Singh resident of Jandiala Road, Tarn Taran (being 371/1651 share) and it is agreed that I have received entire sale consideration of Rs. 53,20,000/- at my home for my domestic need and nothing is to be received before the Sub Tehsildar Dera Bassi. I have received the entire sale consideration and has delivered the possession to the vendees. From today the vendees will have all the proprietary rights as I was earlier. Vendees has paid all the expenditures for execution and registration of sale deed. The parties earlier have not entered in to any agreement prior to this. Concerned affidavit is enclosed herewith. In case the vendees lost possession either any part of the land or form the whole land due to any previous encumbrances, dispute, due to Land Ceiling Act, due to surplus area or due to wrong statement given by the vendor and suffer any damages and in that eventuality, the vendor will be responsible for



the same along with all the expenditures incurred by the vendees including stamp fee and the vendees will have the right to recover the same from the other property of the vendor as per the prevalent market rate.

Hence, this sale deed is executed for future reference and recorded. The contents of the sale deed have been read over to the vendor and he understood the same and admits the same as correct.

Dated: 10.03.2009.

Executant:

SD/- Ekam Singh

SD/- Purchaser Sarabjot Singh and Iqbal Singh

Witnesses No.1: SD/- XXXX Advocate, Dera Bassi.

Witness No.2: Naseeb Singh Lambardar.

Drafted by: SD/- K.K. Sonak, Adv. Tehsil Compound Dera Bassi.

CERTIFIED TO BE TRUE TRANSLATION

ADVOCATE



ATTESTED
To Be True Translation
Form 2/10/09 into English

NOTARY CHANDIGARH

11 9 NOV 2009

STATE BANK OF INDIA

RECEIVED

Received a sum of Rs. 1,40,500/-
Rupees One Lac Forty Thousand and Five Hundred only

from, Smt. / Shri Lalpal Singh
is/o, do, who Kulwant Singh
residing at Jalandhar STATE BANK OF INDIA
account towards Stamp Duty.

(Signature of Authorised Officer)

ਦਫ਼ਤਰ ਸਬ-ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾਬੱਸੀ

ਮਾਮਲਾ ਨੰ. 22
2005 ਸਾਹਿਬ

ਬੈਨਾਮ
28,10,000/-ਰੁਪੈ

ਜਮੀਨ ਵਾਕਿਆ ਸਮਗੋਲੀ
16ਬਿਘੇ-17ਬਿਸਵੇ

ਅਸਟਾਮ

ਕਿਤੇ

12677

1,40,500/-ਰੁਪੈ

ਨਕ ਸੂਚਨਾ ਅਕਸਰ

ਦਫ਼ਤਰ ਉਪ ਮੈਡਲ ਮੈਜਿਸਟਰੇਟ ਡੇਰਾ ਬੱਸੀ

(5%-ਅਸਟਾਮ ਡਿਊਟੀ ਮੁ: 1,40,500/-ਰੁਪੈ)

ਪਹਿਲਾਂ

ਰੁਬਰੂ

ਹਦੂਦ ਗ੍ਰਾਮ ਪੰਚਾਇਤ ਸਮਾਜ

28,10,000/-ਰੁਪੈ

1/-ਰੁਪੈ

ਕੋਸਮ ਜਮੀਨ ਰੋਸਲ

ਸਬਦ ਲਗਭਗ 350

ਅਸਟਾਮਾਂ ਦਾ ਵੇਰਵਾ: ਮੁਬਲਿਗ 1,40,500/-ਰੁਪੈ ਦਾ ਅਸਟਾਮ ਬਹੁਏ ਵੈਕ ਰਸੀਦ ਨੰਬਰ: 39820

ਮਿਤੀ: 22-01-2011, ਸਟੇਟ ਬੈਂਕ ਆਫ ਇੰਡੀਆ, ਡੇਰਾਬੱਸੀ।

0 1 10 11

ਮੈਂ ਪ੍ਰਿਤਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਕੁਲਵੰਤ ਸਿੰਘ ਵਾਸੀ ਫਰੈਂਡਸ ਕਲੋਨੀ, ਜਲੰਧਰ (ਪੰਜਾਬ) ਹਾਲ ਵਾਸੀ:
109, ਰਾਗ ਨਗਰ, ਜਲੰਧਰ, ਮੁਖਤਿਆਰੇ ਆਮ ਵਲੋਂ: ਏਕਮ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਜਸਪਾਲ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ
ਵਿਜੈ ਸਿੰਘ ਵਾਸੀ ਮ:ਨੰ: 153, ਸੈਕਟਰ 11ਏ, ਚੰਡੀਗੜ੍ਹ, ਵਾ ਖੇਵਟਦਾਰ ਮੌਜਾ ਪਿੰਡ ਸਮਗੋਲੀ, ਤਹਿਸੀਲ
ਡੇਰਾਬੱਸੀ, ਜਿਲਾ ਐਸ.ਏ.ਐਸ.ਨਗਰ ਦਾ ਹਾਂ।

12-11-2005 ਅੰਗਰੇਜ਼ੀ

ਜੋ ਕਿ ਮੁਕਰ ਦੀ ਮੁਖਤਿਆਰੇ ਆਮ ਵਸੀਕਾ ਨੰ: 417, ਮਿਤੀ: 18/6/2010,
ਸਬ-ਰਜਿਸਟਰਾਰ ਡੇਰਾਬੱਸੀ ਵਾਲੀ ਜਮੀਨ ਖੇਵਟ/ਖਤੋਨੀ ਨੰ: 117/204, ਖਸਰਾ ਨੰ: 622(4-0),
623(4-0), 626(4-0), 2608/628(0-17), 627(4-0), ਕਿਤੇ ~~ਲੋਕ ਸੂਚਨਾ ਅਫਸਰ~~ ~~ਸਲਾਹ~~ ~~ਉਪ ਪੁੱਤਲ ਮੋਜਿਸਟਰੇਟ ਡੇਰਾ ਬੱਸੀ~~
16ਬਿਘੇ-17ਬਿਸਵੇ, ਵਾਕਿਆ ਮੌਜਾ ਪਿੰਡ ਸਮਗੋਲੀ, ਹਦਬਸਤ ਨੰਬਰ: 196, ਤਹਿਸੀਲ ਡੇਰਾਬੱਸੀ, ਜਿਲਾ
ਐਸ.ਏ.ਐਸ.ਨਗਰ, ਜਿਸਦੀ ਫਰਦ ਬਰੂਏ ਜਮਾਂਬੰਦੀ ਸਾਲ 2006-2007 ਨਾਲ ਨੱਬੀ ਹੈ, ਸਣੇ ਹੱਕ ਰਸਤਾ
ਅਤੇ ਹੋਰ ਦੀਗਰ ਕੁਲ ਹੱਕ-ਹਕੂਕ ਹਰ ਕਿਸਮ ਮੁਤਾਲਕਾ ਬਦਲੇ ਮੁ: 28,10,000/-ਰੁਪੈ (ਅਠਾਈ ਲੱਖ ਦੱਸ
ਹਜਾਰ ਰੁਪੈ) ਅੱਧੇ ਜਿਸਦੇ 14,05,000/-ਰੁਪੈ (ਚੌਦਾ ਲੱਖ ਪੰਜ ਹਜਾਰ ਰੁਪੈ) ਹੁੰਦੇ ਹਨ, ਪਾਸ: ਸ੍ਰੀ ਪਾਲ ਸਿੰਘ
ਪੁੱਤਰ ਸ੍ਰੀ ਬਚਨ ਸਿੰਘ ਵਾਸੀ ਪਿੰਡ ਪੁਡੈਣ, ਜਿਲਾ ਲੁਧਿਆਣਾ (ਪੰਜਾਬ), ਬੈਅ ਕਰਕੇ ਇਕਰਾਰੀ ਹੁੰ ਕਿ ਮੁ:-
28,10,000/-ਰੁਪੈ (ਅਠਾਈ ਲੱਖ ਦੱਸ ਹਜਾਰ ਰੁਪੈ) ਅੱਧੇ ਜਿਸਦੇ ਮੁ: 14,05,000/-ਰੁਪੈ (ਚੌਦਾ ਲੱਖ ਪੰਜ
ਹਜਾਰ ਰੁਪੈ) ਮੁਕਰ ਉਕਤ ਦਰਜ ਹੈਡਿੰਗ ਵੇਰਵੇ ਮੁਤਾਬਿਕ ਵਸੂਲ ਕਰ ਚੁੱਕਾ ਹੈ ਅਤੇ ਰੁਬਰੂ ਸ੍ਰੀ ਮਾਨ ਸਬ
ਰਜਿਸਟਰਾਰ ਸਾਹਿਬ, ਡੇਰਾਬੱਸੀ ਕੁਝ ਨਹੀਂ ਲਿਆ ਹੈ ਅਤੇ ਵਾਕਈ ਕਬਜ਼ਾ ਜਮੀਨ ਉਕਤ ਪਰ ਖਰੀਦਦਾਰ--
ਦਾ ਕਰਾ ਦਿੱਤਾ ਹੈ। ਜਮੀਨ ਮਾਲਕ ਹਾਲੇ ਤੱਕ ਜਿੰਦਾ ਹੈ ਅਤੇ ਮੁਖਤਿਆਰ ਨਾਮਾ ਵੀ ਹਾਲੇ ਤੱਕ ਕੈਂਸਲ ਨਹੀਂ
ਹੋਇਆ। ਖਰੀਦਦਾਰ ਨੂੰ ਅੱਜ ਤੋਂ ਕੁੱਲ ਹਕੂਤ ਮਲਕੀਅਤੀ ਆਰਜੀ-ਦਾਏਮੀ, ਦਾਖਲੀ-ਖਾਰਜੀ ਆਦਿਕ ਹਰ
ਕਿਸਮ ਮਾਲਕਾਨਾ ਤੋਰ ਪਰ ਹਾਂਸਲ ਹੋਣਗੇ ਬੈਨਾਮਾ ਹਜਾ ਦਾ ਕੁੱਲ ਖਰਚਾ ਖਰੀਦਾਰ ਨੇ ਕੀਤਾ ਹੈ। ਹਕਬਾ
ਉਕਤ ਸਬੰਧੀ ਧਿਰਾਂ ਨੇ ਪਹਿਲਾਂ ਕੋਈ ਲਿਖਤੀ ਮੁਹਾਦਾ ਨਹੀਂ ਕੀਤਾ। ਮੁਤਲਕਾ ਬਿਆਨ ਹਲਫੀ ਨਾਲ ਨੱਬੀ

P. H. Singh

ਹੈ। ਉਕਤ ਜਮੀਨ ਹਰ ਤਰਾਂ ਦੇ ਭਾਰ ਤੋਂ ਮੁਕਤ ਹੈ। ਲਿਹਾਜ਼ਾ ਬੈਅਨਾਮਾ ਲਿਖਵਾ ਦਿੱਤਾ ਤਾਂ ਕਿ ਵੇਲੇ ਜਿਹ
ਕੰਮ ਆਵੇ, ਲੇਖ ਮੁਕਰ ਨੇ ਸੁਣ ਅਤੇ ਸਮਝ ਲਿਆ ਹੈ। ਸਹੀ ਵ ਦਰਸਤ ਕਬੂਲ ਹੈ।

ਮਿਤੀ: 22/01/2011

ਗਵਾਹ ਨੰ:-1

[Signature]

ਬਾਇਆ

[Signature]

9781685123

ਖਰੀਦਦਾਰ ਰਾਹੀਂ

22/01/2011
ਮਹੀਨਾ

ਗਵਾਹ ਨੰ:-2

[Signature]

ਮੋਹਿਤ ਪੂਰੀ ਪੁੱਤਰ ਲੇਟ ਸ੍ਰੀ ਬੀ.ਬੀ.ਪੂਰੀ

ਮੁੱਲਾਪੁਰ ਗਰੀਬਦਾਸ, ਜਿਲਾ ਮੋਹਾਲੀ।

[Signature]
ਲੇਖ ਮੁਕਰ

ਰਾਹੀਂ: ਤਰਨਜੀਤ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਕਿਰਤ ਸਿੰਘ
22/01/11

ਵਾਸੀ ਮੁੱਲਾਪੁਰ ਗਰੀਬਦਾਸ, ਜਿਲਾ

ਐਸ.ਏ.ਐਸ.ਨਗਰ।

9915805051

DR. *[Signature]*
P. *[Signature]*
Teh. G. *[Signature]*

21-1-11

ANNEXURE-AS/1
33

OFFICE OF SUB REGISTRAR, DERA BASSI

SALE DEED

Value: Rs.28,10,000/-

Land situated in Village Samgoli

Measuring : 16 Bighe 17 Biswe

Stamp fee: Rs.1,40,500/-

Parts:03

Stamp Paper bearing amount of Rs.1,40,500/-
bearing Sr.No.3982X dated 22.01.2011. State
Bank of India, DeraBassi.

Gram Panchayat Samgoli

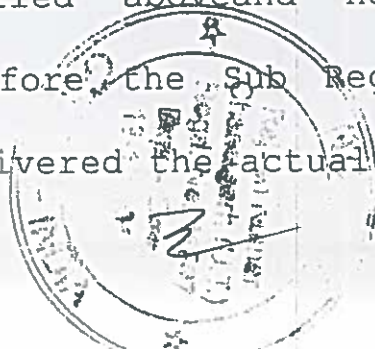
Type of land: Rosli

Words: 350 Approx.

I am Pritpal Singhson of Kulwant
Singhresident of Friends Colony, Jalandhar
(Punjab) at present resident of109, Raag Nagar,
Jalandhar General Attorney appointed byEkam
Singh son of Jaspal Singh son of Vijay Singh
resident of KothiNo.153, Sector 11-A,
Chandigarh, KhewatdarMauja Village Samgoli
Tehsil DeraBassi, District SahibzadaAjit Singh
Nagar



That I am appointed as General Attorney through deed No.417 dated 18.06.2010 duly registered in the office Sub Registrar, Dera Bassi. I have sold land measuring 16 bighe 17 biswa comprised of Khewat/ Khatoni NO.117/204, Khasra No.622 (4-0), 623(4-0) 626(4-0), 2608/628 (0-17), 627(4-0) Part-XX situated in the area of Village Samgoli Tehsil Dera Bassi District S.A.S Nagar as per jamabandi for the year 2006-2007, copy of which is enclosed along with all rights such as passage and all other rights for an amount of Rs.28,10,000/- (Rupees Twenty Eight Lakh Ten Thousand) half of which are Rs.14,05,000/- (Rupees Fourteen Lakh Five Thousand) to Sh. Pal Singh son of Bachan Singh resident of Village Pudain, District Ludhiana (Punjab) and hereby agreed that I have received the entire sale consideration of Rs.28,10,000/- (Rupees Twenty Eight Lakh Ten Thousand) half of which are Rs.14,05,000/- (Rupees Fourteen Lakh Five Thousand) which are fully detailed above and nothing is to be received before the Sub Registrar, Dera Bassi and has delivered the actual possession of the



aforesaid land to the vendee. Owner of the land is still alive. The General Power of Attorney is not cancelled till date. The vendee will have all the proprietary rights of the aforesaid property. The vendee has paid the whole expenditures for execution and registration of sale deed. The aforesaid parties have not earlier agreed with regard to the aforesaid land. Concerned affidavit is enclosed. The aforesaid land is free of any type of encumbrances. Hence this sale deed is reduced in writing for future reference and record. The contents of the sale deed have been read over to the executant and he understood the same and admits the same as correct.

Dated: 22.01.2011.

Executant:

Pritpal Singh 97816-85123

Vendee: Through Taranjit Singh son of Kirat Singh resident of Mullanpur Garibdas, District S.A.S Nagar. 99158-05051.

Witness No.1:

SD/- Witness: No.2:

SD/- Mohit Puri son of late B.B. Puri R/O Mullanpur Garibdas, District Mohali.

CERTIFIED TO BE TRUE TRANSLATION



ADVOCATE

ATTESTED

To Be True Translation
Form-1 English

[Signature]

19 NOV 2018 NOTARY CHANDIGARH

IN THE COURT OF SUPREME COURT OF INDIA,
CIVIL ORIGINAL JURISDICTION

I.A. No. 87335 of 2018

IN

I.C. No. 2 of 2004

In the Matter of :

The Securities and Exchange Board of India

..... Petitioner

Versus

The Golden Forest (India) Ltd.

... Respondent

INDEX

S.N.	PARTICULAR	DATE	PAGES	COURT FEE
1	Reply BY WAY OF AFFIDAVIT OF SRI. PARAMJIT SINGH, IAC cum-SUB DIVISIONAL MAGISTRATE DERA BASSI ON BEHALF OF DEPUTY COMMISSIONER, S.A.S. NAGAR, PUNJAB	01-11-2018	1 TO 3	1-3
2	ANNEXURE RA-1 (Copy of orders of Collector Agrarian, Dera Bassi)	20-10-2000	4 TO 16	4-16
3	ANNEXURE RA-2 (Copy of letter & cheque for amount deposited in Hon'ble District Court, S.A.S. Nagar)	22-09-2017	17 TO 19	17-19

lyr.
Sub Deponent
Date

Advocate for State of Punjab: Ranjeeta Rohatgi

|
**IN THE COURT OF SUPREME COURT OF INDIA,
CIVIL ORIGINAL JURISDICTION**

I.A. No. 87335 of 2018

IN

I.C. © No. 2 of 2004

In the Matter of :-

The Securities and Exchange Board of India

..... Petitioner

Versus

The Golden Forest (India) Ltd.

... Respondent

APPLICATION FOR DIRECTION

Reply by way of counter affidavit by Sh. Paramjit Singh, Sub Divisional Magistrate-cum- land acquisition collector, Dera Bassi, District S.A.S. Nagar (Mohali) Punjab State, on behalf of Deputy Commissioner Cum Collector, District S.A.S. Nagar (Mohali) Punjab State.

I, the above named deponent do hereby declare as under:-

1. That 50 Acres of the land including land in question was acquired by the Sub Divisional Magistrate-cum- Land Acquisition Collector, District S.A.S. Nagar by award no. 03/Supdt. dated 10-05-2017. That the total award amount of 50 Acres is Rs. 33,61,50,000/- out of which the compensation to 114 Bigha 6 Biswa land in question is Rs. 16,00,91,438/- which has been deposited in Hon'ble District Judge cum- Land Acquisition, Rehabilitation and Resettlement Authority.

S.A.S. Nagar (Punjab) constituted u/s 51 of RFCTLARR Act 2013 vide Punjab Govt. Notification no. 24/84/2013- I.R/ 7232 dt. 06-04-2016) vide cheque no. 000004 dt. 22-09-2017 as ownership title is not cleared.

2. That earlier the land measuring 116 Bigha was purchased by M/s Golden Forest & its subsidiary companies through sale deed No. 739 and 740 dated 13-05-1997. It is pertinent to mentioned here that the properties owned by Golden Forest and its subsidiary companies were declare surplus by Collector Agrarian, Sub Divisional Magistrate, Dera Bassi, then district Patiala vide order dated 20-10-2000. The copy of the orders is enclosed herewith as Annexure RA-1: ^{82 (4 to 16)} As per this order, the land owned by above company & its subsidiary companies, became the ownership of Punjab State.
3. That M/s Golden Forest India Ltd. has full knowledge about the order dated 20-10-2000 passed by Collector Agrarian, Sub Divisional Magistrate, Dera Bassi.
4. That mutation as per above sale deed No. 739 and 740 was not got sanctioned by M/s Golden Forest in their favour. So taking advantage of that, the earlier owners sold the said land further to new purchaser. It is pertinent to mention here that the sale deeds are without any title as the said sellers had no authority or ownership to convey valid title.
5. That when the dispute regarding disbursement of compensation arose, the Land Acquisition Collector Distt. S.A.S. Nagar, Mohali as per provision of the land Acquisition Act, deposited the compensation amount of Rs. 16,00,91,438/- in respect of above mention land, in the Court of District Judge S.A.S. Nagar Mohali, for disbursing the same after adjudicating the point of ownership to

the right full owners. Copy of letter by which the amount was deposited is enclosed herewith as Annexure RA-2. (Pg 17 to 19)

6. That the case for disbursement of compensation to rightful owner is pending in the Court of Mrs. Monika Goyal, Addl. District Judge, Mohali, where all the concerned parties are contesting and the next date of hearing is 7-12-2018. The Applicant may avail the legal remedies before Hon'ble Court.
7. That further it is pertinent to mention here that as per order of Collector Agrarian Dera Bassi, the mutation of some land was sanctioned in favour of State of Punjab and out of that 8 Biswa land was acquired and the compensation for the same was disbursed to the Punjab State and same was passed to F.C.R. Punjab vide letter no. 3262/S dt. 27-12-2017 vide cheque no. 101686 dt. 22-12-2017 for Rs. 5,60,250/-.

My
Sub Deponent
Dera Bassi

Verification :-

Verified that the above said contents are true and correct to the best of the knowledge as derived from the official record and nothing has been concealed therein.

Attested & attested
Date 1.11.18
Tehsildar
Dera Bassi

My
Sub Deponent
Dera Bassi

In the Court of S. Sher Singh Sidhu, JCS, Collector, Agrarian
 Dera Bassi (Patiala).
 File No. 1/9. Institution Date 12-8-1999. Decree Date 17-11-99
 State of Punjab.

Versus

1. Golden Tourist Resorts and Developer Limited.
2. Golden Projects Limited.
3. Golden Forests (India) Limited.

Present:- Naib Tehsildar, Agrarian, Patiala.

ORDER

Collector, Agrarian, Rajpura determined the surplus area ~~xxxx~~ of the three respondents company vide his order in 18.8.98. He clubbed all the three companies as one and allowed permissible area equal to the permissible limit allowed to be owned by one person. These orders were reviewed as per order of the Addl. Commissioner (Appeals) Patiala Division dated 24.8. For determining the surplus area case of these companies a notice was issued to them to appear before this court and on their coming present they were directed to file return of the land occupied by them, but inspite of giving many opportunities, companies have failed to file any return. During the hearing the case it came to the notice of the court that these companies are in occupation of land in other districts of the State. All Deputy Commissioner of the State were requested to give information of their lands owned by these companies in their respective districts. Deputy Commissioner, Faridkot, Bhatinda, Fatehgarh Sahib, Nawanshahar and Mansa informed that there was no agriculture land owned by these companies in the district. Deputy Commissioner, Roopnagar informed that one of

Attested Photocopy

1.11.18
 Tehsildar
 Dera Bassi

>>

- 2 -

these company M/S Golden Forest (India) Limited owned 3680 Kanal land in village Shakhpur Hadbast No. 492 Tehsil Anandpur Sahib. Naib Tehsildar, Agrarian made a statement on 23.9.2000 that the case has been pending for a long time and information from other districts has not been received, so it will be better if the surplus area of these companies is decided with a stipulation that if any of these companies owns any land in other district of the Punjab or other Tehsils of Patiala District that will be deemed to be in the surplus pool. He stated that these companies may not further sell the land, so the case may be decided at the earliest.

The case has been ordered to be reviewed by the Addl. Commissioner (Appeals) Patiala with the direction that the three companies came under the definition of 'Person' individually and in case they are not subservient companies of M/S Golden Forest India Limited. These companies were summoned for determination of the case *denovo* and they appeared and requested for adjournments to file returns of land owned by them, but none of these companies has filed the return.

The basic point for determination is regarding status of the three companies. It has to be decided at the outset as to whether these companies are to be clubbed together and treated as one person and allowed permissible area accordingly or on the other hand they are to be treated as three individuals persons and surplus area case of each one of them is to be decided independently by allowing each company permissible area equal to permissibility to one person. As per the record already available on file one of these three companies, the Golden Forest Company is Registered as Company No. 7310 dated

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6.1.87 by the Registrar of Companies, Golden Tourist Restors and Developers is registered at Company No.06-11636 dated 24.3.95 and the third company Golden Projects Limited is registered a Company No. 15-11812 of 1996 on 4.1.96.

According to the definition of 'Person' in Section 3 of the Punjab Land Reforms Act person includes a company family, associat^{ion} or otherbody of individuals whether incorporated or not and any institution capable of holding property. An per this definition it is clear that these three companies are individuals persons and every company is entitled to ~~xxxxxx~~ permissible area admissible to one person. So a seprate permissible area is to be calculated for every company. The land owned by these company seprately is as under, accordingly permissible area is determined as follows :-

1) M/S Golden Forests India Limited :- The company owns 7953 Bighas 1 Biswa i.e. 1656 Acre land in Dera Bassi Sub Division and 3580 Kanai i.e. 460 Acre in village Shekhpur Tehsil Anandpur Sahib Distt. Roopnager. The ~~xxxxxx~~ permissible area allowed is 7 Hectares first quality land and the company is allowed to retain this area in village Jhamari. The land is Barani, so the company is entitled to $7 \times 100 = 20.59$ Hectares. When converted into Bighas it comes to $20.59 \times 1000 = 245$ Bighas 2 Biswas. This company's permissible area is determined in village Jhamari as per Annexure 'A'. The balance land owned by this company in village Jhamari and in other villages falling in Dera Bassi Sub Division and Anandpur Sahib Tehsil is declared surplus as per Annexure 'B'.

2) Golden Tourist Restors and Developers Limited :- This company owns 893 Bighas 15 Biswas land in Dera Bassi Sub

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Division and the permissible area is 7 Hectares of 1st quality land which is allowed in village Kurli and Maerpur where the land which is 'Barani'. The permissible area is as per Annexure 'C'. The balance area is declared surplus as per Annexure 'D'.

3) Golden Projects Limited :- This company owns 302 Bigha 14 Biswas land as per detail below. As the information regarding land owned by this company is as under :-

<u>Name of village</u>	<u>Area</u>	<u>Kind of land</u>
Kurli	57 B - 8 B	Barani.
Sanouli.	219 B - 9 B	Chahi, Salab, Nehri and Gair Muskin.
Batouli.	25 B - 19 B	

63 Acres or 81.93 Hacters out of this Chahi land is 6.47 Hacters Barani, Salab Dakar is 6.46 Hacters, so permissible area is allowed in village Sanouli 6.47 Hacters of Chahi land and 0.43 Hacters Barani land in the same village is determined as permissible area. The remaining 5.93 Hacters Barani, Dakar Salab land in village Kurli, Sanouli and Batouli is declared surplus. Information from Amritsar, Ferozepur, Gurdaspur, Hoshiarpur, Jalandhar, Ludhiana, Moga, Muktsar, Sangrur, Kapurthala and Nabha, Patiala, Samana Sub Divisions of Patiala District has not been received so far, So any land which have not come to light, but is later on detected anywhere in Punjab will go to the surplus pool.

Announced. The file be consigned to Record Room after due compliance.

Date :- 20-10-2020

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Sub Divn. Dera Bassi.
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Dera Bassi

Annexure 'A'

Permissible Area of M/S Golden Forest India, Limited in
1. 1000 Hectare in Tehsil Dera Bassi.

Knagras No.	Area
112	2-10
113	3-14
114	3-14
115	3-14
116	3-10
117	4-00
118	4-00
119	4-00
120	4-00
121	4-06
122	3-02
123	4-00
124	4-00
125	4-00
126	4-00
127	4-00
128	4-06
129	3-14
130	5-18
131	4-00
132	4-00
133	4-00
134	4-00
135	4-00
136	4-00
137	4-00
138	4-00
139	4-00
140	4-00

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Khasra No.	Area
301	4-00
302	4-00
303	4-00
304	4-00
305	4-00
306	4-00
327	4-00
328	4-00
329	4-00
330	4-00
37	2-17
38	1-00
39	1-00
70	4-00
71	4-00
72	4-00
73	4-00
74	4-00
75	4-00
76	4-00
77	4-00
1052	2-01
204	4-00
205	4-00
206	4-00
207	4-00
208	4-00
209	4-00
210	4-00
211	4-00

Sum

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hasra No.	Area
185	5-14
186	4-00
187	2-10
188	4-00
189	5-02
190 Min	2-10

Total: 245-02

Collector, Agrarian,
Dera Bassi (Patiala)

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Dera Bassi

ANNEXURE 'B'

Surplus Area in the hands of M/S Golden Forest
(India) Limited.

.....

S.No.	Name of village	Area		Kind of land
		B	B	
1.	Togapur.	203	17	Chahi, Rousli.
2.	Agahanpur.	42	19	Rousli.
3.	Jastana Khurd.	10	17	"
4.	Malakpur.	455	7	"
5	Mianpur.	46	12	"
6.	Jola Kalan	611	00	"
7.	Jola Khurd.	60	18	"
8.	Mukandpur.	7	12	Rousli & Bhud.
9.	Rampur Bahal	26	11	Chahi, Rousli, Bhud.
10.	Patchpur	9	5	Rousli.
11.	Sangouli.	920	6	Rousli.
12.	Kheri Gujran.	8	12	Barani.
13.	Bijarpur.	256	11	Barani.
14.	Jandoli.	46	9	Rousli.
15.	Kurli.	206	00	Barani.
16.	Chandheri.	35	8	Rousli.
17.	Pir Machhala.	181	2	Chahi, Gairmankin.
18.	Pangarh & Rurki.	17	19	Barani.
19.	Mirpura.	312	00	Barani.
20.	Batauli.	395	17	Barani.
21.	Jaraut.	955	9	Chahi, Barani.
22.	Kurli.	630	13	Rousli.
23.	Jharmari	1228	16	
24.	Sanghotha	260	06	Rousli.
25.	Batauli.	406	11	"

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26. Banghatha 553 10 Chahi, Barani.
27. Shukhpura Tehsil 3680 Kanai.
Anandpur Sahib.

Thur
Collector, Agrarian,
Dera Bassi (Patiala).

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Dera Bassi

Annexure C

Available Area of M/S Golden Tourist Resort and Developer
 in village Kurli Tehsil Dera Bassi.

<u>hasra No.</u>	<u>Area</u>
<u>14</u>	0-14
16	4-07
37	4-12
53	4-00
399	4-00
30	4-00
<u>02</u>	0-06
<u>402</u>	4-14
1	2-13
<u>40</u>	4-00
395	1-06
<u>703</u>	5-00
<u>339</u>	4-10
33	1-06
<u>712</u>	4-00
315	4-00
390	2-10
391	1-01
222	5-04
<u>405</u>	4-00
<u>330</u>	5-00
465	4-00
457	5-00
452	4-00
453	5-00
451	4-00
453	

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Khasra No.	Area
466	4-00
467	4-00
458	4-00
459	4-00
460	4-00
463	4-00
46	4-00
461	4-00
463	4-00
430	4-00
443	5-00
438	4-00
441	4-00
442	4-00
445	4-00
446	4-00
439	4-00
440	4-00
443	4-00
446	5-01
549	4-00
550	4-00
450	5-00
493	1-05
494	5-03
495	2-00
496	2-00
497	2-00
498	2-00

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Khasra No.	Area
472	4-00
473	4-00
474	4-00
483	4-00
474	4-00
482	4-00
495	4-00
431	4-00
432	1-10
433	5-06
435	4-00
436	4-00
437	4-00
471	4-00
Total:	245-00

[Signature]
Collector, Agrarian,
Dera Bassi (Patiala).

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Tehsildar
Dera Bassi

Annexure 'D'

Surplus Area in the hands of Golden ~~Tax~~ Tourist
Resorts & Developer Limited.

S.No.	Name of village	Area	Kind of Land.
		B - B	
1.	Mirpur.	111-07	Barani.
2.	Jarout	135-02	Rousli/Barani.
3.	Sanghotha	308-09	Kahr.
4.	Jharmari	132-17	Chahi, Barani.

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Collector, Agrarian,
Dera Bassi (Patiala)

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Tehsildar
Dera Bassi

**IN THE COURT OF DISTRICT JUDGE-cum-LAND ACQUISITION, REHABILITATION
AND RESETTLEMENT AUTHORITY, DISTT. S.A.S. NAGAR (PUNJAB)**
(Constituted u/s 51 of RFLARR Act 2013 vide Punjab Govt. Notification No. 24/84/2013-LR/7232 dated 06-04-2016)

Subj: Acquisition of 50 acre land for Integrated Solid Waste Management Project of GMADA Cluster at Village Samgoli, Teh. Dera Bassi, Distt. S.A.S. Nagar under The RFLARR Act 2013.

It is submitted that following khasra nos. of village Samgoli, Tehsil Dera Bassi, Distt. S.A.S. Nagar has been acquired for Integrated Solid Waste Management GMADA Cluster vide notification u/s 19 of The Right to Fair Compensation & Transparency in Land Acquisition, Rehabilitation and Resettlement Act 2013. The Award of this acquisition has been announced by this office dt. 10.05.2017.

In the acquisition of said project, following Khasra Nos. are disputed regarding ownership/ title as these are also registered in the name of M/s Golden Project Ltd. NH-22, Delhi-Chandigarh Highway, near Ambala vide sale deed no. 739 & 740 dt. 13-05-1997 and are referred under section 77 (2) of RFLARR Act 2013 for determination of title as per law.

Khasra no.	Area		Khasra no.	Area		Khasra no.	Area		Khasra no.	Area	
	Bigha	Biswa		Bigha	Biswa		Bigha	Biswa		Bigha	Biswa
622	4	0	632 min	1	1	639	5	6	646	2	0
623	4	0	632 min	2	17	640 min	2	12	647	2	0
626	4	0	633	4	0	640 min	1	8	648	4	0
627	4	0	634	4	0	641	4	0	649 min	1	8
628 min	0	17	635	4	0	642	4	0	649 min	2	12
628 min	3	16	636 min	2	2	643	4	0	650	4	0
629	4	0	636 min	1	18	644 min	0	11	652	4	0
630	4	0	637	4	0	644 min	3	9	653	4	2
631	4	0	638	2	17	645	4	0	654	1	8
TOTAL AREA										Acre	Bigha Biswa
										23	3 18

However, as per revenue record, the ownership of these Khasra nos. is shown as below:-

1. Pal Singh s/o Bachan Singh in Khasra nos. 622, 623, 626, 627, 2608/628 (16 Bigha-17 Biswa).
2. Gurinderpal Singh s/o Rajinder Singh 12800/33020 share, Iqbal Singh s/o Jagtar Singh 37/1651 Share, Ajay Singh Bedi s/o Ram Singh 480/1651 share, Manish w/o Manesh Goel 1600/33080 share, Neena d/o H. L. Gupta 1600/33020 share in Khasra nos. 629, 630, 631, 632 Min, 633, 634, 635, 636 Min, 637, 638, 639, 640 Min, 641, 642, 643, 644 Min, 644 Min, 645, 646, 647, 648, 649 Min (2-2), 650 Min (0-10) 2607/628 (82 Bigha 11 Biswa).
3. Harkewal Singh s/o Umrao Singh s/o Hazara Singh Khasra No. 649 Min (1-8) & (0-10), 650 (3-10), 652, 653, 654 Min (14 Bigha 18 Biswa)

The Award for above said disputed 23 Acre 03 Bigha 18 Biswa, for Rs. 16,00,91,438/- (Rs. Sixteen Crore Ninety One Thousand Four Hundred Thirty Eight only) is forwarded/deposited with Honble District Judge-cum-Land Acquisition, Rehabilitation and Resettlement Authority, S.A.S. Nagar, constituted u/s 51 RFLARR Act 2013, vide

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unjab Government Notification No. 24/84/2013-LR-1/7232 dt. 06.04.2016 for disbursement after deciding the title/ ownership. A Cheque No. 000004 dated 22-09-2017 for Rs. 6,00,91,438/- is enclosed herewith in this regard. The Detail of this amount is as below:-

Land Compensation	100% Solatium	12% APA for 491 days	R & R	Gross Payment	Net Amount deposited in the Court
7,14,06,282-	7,14,06,282-	1,15,16,249-	57,62,625-	16,00,91,438-	160,091,438-

Rate as per Award are as below:-

	Per Acre
Basic Compensation	2998689
100% Solatium	2998689
12% APA for 491 days	483622
R & R sum for 50 Acre Rs. 1,21,00,000/-	242000
Net Rate	6723000

It is pertinent to mention here that TDS may please be deducted, as per Income Tax Act at your level at the time of disbursement after decision of entitlement.

No. 2246/S
Date:- 22-09-2017

Land Acquisition Collector-
Sub-Divisional Magistrate
Dera Bassi

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Tahsildar
Dera Bassi

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