

**D.K. SAMMI & ASSOCIATES**  
**Advocates & Solicitors**

"Green Oaks"

Dated: 12-07-2022

Annexure-B

**Report of Investigation of Title in respect of immovable Property**

Title Opinion for Setting Up of Affordable Plotted Colony under DDJAY over an area measuring 15.5625 acres Project known as "Green Oaks" inventory in Block-A (280 Plots), Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).

**(All columns/items are to be completed/commented by the Advocate)**

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, HLST Home Loan Marking, Administrative Office, Mezzanine Floor, A-Block, 11, Sansad Marg, New Delhi.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	File Ref. LOS No. ....(Assigned) Complete Chain of Project Documents provided upto 12 <sup>th</sup> July' 2022. (Originals Project title documents are retained with Kotak Mahindra Investment Ltd. and Indusind Bank Ltd. verified originals with Banks and status before Sub-Registrar Office, Gurugram and Sub-Registrar Office at Tehsil Badshahpur, Gurugram)
	c) Name of the Borrower.	M/s BPTP Limited. having its Corporate office at 28, ECE House, 1 <sup>st</sup> Floor, Kasturba Gandhi Marg, New Delhi-110001..... Promoter through M/s Countrywide Promoters Pvt. Ltd. having its registered office at OT-14, Next Door, Third Floor, Sec.-76, Faridabad (Hr.).... Developer.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).
	b) Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	Allottee/ Individual Borrower in the Project of Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).

**D.K. SAMMI & ASSOCIATES**  
**Advocates & Solicitors**

	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	.....do.....
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Block-A (280 Plots-as per inventory list), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).
	a) Survey No.	<p>The Developer has obtained separate License No. 61 of 2021 dt. 28.08.2021 under Deen Dayal Aavaas Yojna (DDJAY) to develop a plotted colony over an area measuring 15.5625 acres (an area measuring 13.51875 acres under migration from licence No. 15 of 2011 under migration policy dt. 18.02.2016 alongwith additional area of 2.04375 acres) Sector-70-A, District Gurgaon.</p> <p>Whereas the Developer M/s Countrywide Promoters Pvt. Ltd. on dt. 30.10.2020 entered into collaboration agreement for land area measuring 0.711875 acre and out 0.021875 acres (0 kanal 3.5 Marla) with land owners M/s Garland Infrastructure Pvt. Ltd. (1/6 share ) Digital SEZ Developers Pvt. Ltd. (13/24 share) Imperial Builders Pvt. Ltd. (1/6 share) and rest 0.696875 acres (5 kanal 11.5 Marla) with M/s Countrywide Promoters Pvt. Ltd.</p> <p>Whereas the Developer M/s Countrywide Promoters Pvt. Ltd. on dt. 30.10.2020 entered into collaboration agreement with Land Owners M/s Garland Infrastructure Pvt. Ltd., M/s Impartial Builders Pvt. Ltd., M/s Ashirbad Buildwell Pvt. Ltd., M/s Digital SEZ Developers Pvt. Ltd., M/s Bright Star Builders Pvt. Ltd., M/s Designer Realtors Pvt. Ltd., M/s Grow High Realtors Pvt. Ltd., M/s Passionate Builders Pvt. Ltd. and M/s Imagine Builders Pvt. Ltd. for land area 4.43575 acres (35 kanal 10 marla) for jointly development and migration of area.</p> <p>AND Whereas Developer M/s Countrywide Promoters Pvt. Ltd. on dt. 16.12.2020 entered into collaboration agreement for land area</p>

# D.K. SAMMI & ASSOCIATES

## Advocates & Solicitors

		measuring 0.0125 acres with land owners M/s Bright Star Builders Pvt. Ltd. .			
		AND, Supplimentary Collaboration Agreement Dt. 30-06-2021 executed amongst M/s Countrywide Promoters Pvt. Ltd. ...Developer and with M/s Ashirbad Buildwell Pvt. Ltd., Passionate Builders Pvt. Ltd., Imagine Builders Pvt. Ltd., Digital SEZ Developers Pvt. Ltd., Bright Star Builders Pvt. Ltd. and Grow High Realtors Pvt. Ltd. for development under DDJAY, 2016 AND Development under the Urban Areas Act.			
	b) Door/House no. ( in case of house property)	Block-A (280 Plots-as per inventory list), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).			
	c) Extent/ area including plinth/ built up area in case of house property	Different Size Residential Plots			
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Situated in the residential Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).			
4.	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Following Documents are scrutinized and verified with true copies before Sub-Registrar office, Gurgaon and Chain of Original Project documents are retained with Kotak Mahindra Investment Ltd. and Indusind Bank Ltd. verified originals with Banks and status before Sub-Registrar Office, Gurugram and Sub-Registra Office at Tehsil Badshahpur, Gurugram)			
	Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
	1.	03-06-2010	Sale Deed Doc. No. 6016 dt. 03.06.2010 and in favour of M/s Garland Infrastructure Pvt. Ltd. with payment Receipt AND Intkal	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt

# ***D.K. SAMMI & ASSOCIATES***

## ***Advocates & Solicitors***

			No. 1959		Ltd.
	2.	03-06-2010	Sale Deed Doc. No. 6162 dt. 03.06.2010 and in favour of M/s Garland Infrastructure Pvt. Ltd. with payment Receipt AND Intkal	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	3.	11-06-2010	Sale Deed Doc. No. 6996 dt. 11.06.2010 and in favour of M/s Garland Infrastructure Pvt. Ltd. with payment Receipt AND Intkal No. 1954	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	4.	18-06-2010	Sale Deed Doc. No. 7721 dt. 18.06.2010 and in favour of M/s Ashirbad Buildwell Pvt. Ltd. with payment Receipt AND Intkal	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	5.	21-06-2010	Sale Deed Doc. No. 7893 dt. 18.06.2010 and in favour of M/s Digital SEZ Developers Pvt. Ltd. with payment Receipt AND Intkal No. 1955	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	6.	22-06-2010	Sale Deed Doc. No. 8006 dt. 22.06.2010 and in favour of M/s Digital SEZ Developers Pvt. Ltd. with payment Receipt AND Intkal No. 1957	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	7.	30-08-2010	Sale Deed Doc. No. 15212 dt. 30.08.2010 with M/s Pegeen Builders & Developers Pvt. Ltd. and DLF Commercial Projects Corporation AND in favour of M/s Bright Star Builders Pvt. Ltd.	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	8.	30-08-2010	Sale Deed Doc. No. 15210 dt. 30.08.2010 with M/s FINIAN Estates Developers Pvt. Ltd. and DLF Commercial Projects Corporation AND in favour of M/s Passionate Builders Pvt. Ltd.	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	9.	28-09-2010	Sale Deed Doc. No. 18414 dt. 28.09.2010 in favour of M/s Impartial Builders Pvt. Ltd. with payment Receipt AND Intkal No. 2016	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	10.	27-10-2010	Sale Deed Doc. No. 21106 dt.	Photocopy is	Original is

**D.K. SAMMI & ASSOCIATES**  
*Advocates & Solicitors*

			27.10.2010 in favour of M/s Imagine Builders Pvt. Ltd. with payment Receipt AND Intkal No. 2025	handed over to undersigned	retained with Kotak Mahindra Investment Pvt. Ltd.
	11.	18-04-2012	Sale Deed Doc. No. 1284 dt. 18.04.2012 in favour of M/s Countrywide Builders Pvt. Ltd. with payment Receipt AND Intkal No. 2169	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	12.	14-06-2010	Sale Deed Doc. No. 7164 dt. 14.06.2010 in favour of M/s Ashirbad Buildwell Pvt. Ltd. with payment Receipt AND Intkal No. 1952	Photocopy is handed over to undersigned	Original is retained with Kotak Mahindra Investment Pvt. Ltd.
	13.	29.09.2010	Sale Deed Doc. No. 18653 dt. 29.09.2010 in favour of M/s Impartial Builders Pvt. Ltd. with payment Receipt AND Intkal	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	14.	14.12.2010	Sale Deed Doc. No. 25839 dt. 14.12.2010 in favour of M/s Impartial Builders Pvt. Ltd. with payment Receipt AND Intkal 2046	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	15.	18.06.2010	Sale Deed Doc. No. 7650 dt. 18.06.2010 in favour of M/s Ashirbad Buildwell Pvt. Ltd. with payment Receipt AND Intkal 1949	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	16.	18.06.2010	Sale Deed Doc. No. 7762 dt. 18.06.2010 in favour of M/s Digital SEZ Developers Pvt. Ltd. with payment Receipt AND Intkal 1950	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	17.	09.07.2010	Sale Deed Doc. No. 9645 dt. 09.07.2010 in favour of M/s Grow High Realtors Pvt. Ltd. with payment Receipt AND Intkal 2011	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	18.	30.08.2010	Sale Deed Doc. No. 15201 dt. 30.08.2010 By M/s Haamid Real Estate Pvt. Ltd. and M/s DLF Commercial Projects Corporation in favour of M/s Bright Star Builders Pvt. Ltd.	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	19.	30.08.2010	Sale Deed Doc. No. 15200 dt. 30.08.2010 By M/s Nilima Real	Photocopy is handed over to	Original is retained with

# *D.K. SAMMI & ASSOCIATES*

## *Advocates & Solicitors*

			Estate Pvt. Ltd. and M/s DLF Commercial Projects Corporation in favour of M/s Passionate Builders Pvt. Ltd.	undersigned	Indusind Bank Ltd.
	20.	18.06.2010	Sale Deed Doc. No. 7762 dt. 18.06.2010 in favour of M/s Digital SEZ Developers Pvt. Ltd. with payment Receipt AND Intkal 1953	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	21.	14.06.2010	Sale Deed Doc. No. 7166 dt. 14.06.2010 in favour of M/s Ashirbad Buildwell Pvt. Ltd. with payment Receipt AND Intkal 1956	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
	22.	22.06.2010	Sale Deed Doc. No. 7969 dt. 22.06.2010 in favour of M/s Digital SEZ Developers Pvt. Ltd. with payment Receipt	Photocopy is handed over to undersigned	Original is retained with Indusind Bank Ltd.
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)		Certified copy SALE DEEDS and Collaboration Agreement applied		
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?		Yes		
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).		Originals are retained with the Ktak Mahindra Investment and Indusind Bank Ltd		
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?		Available before Sub-Rgistrar office only		
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Verified but not found adverse.		

**D.K. SAMMI & ASSOCIATES**  
**Advocates & Solicitors**

	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Yes
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	For the period in consideration i.e. from 1982 to 1997 before the Registrar Office and 1997 to 2017 before Sub-Registrar Office Gurgaon and latest records are with S.R. Badshahpur, Gurgaon
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Yes, Available at Sub-Registrar.
	c) Whether search has been made at all the offices named at (b) above?	Yes.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	N.A.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. <b>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)</b>	Detailed mentioned in Sechedule-I Below
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Freehold Rights
10.	If leasehold, whether;	N.A.

***D.K. SAMMI & ASSOCIATES***  
***Advocates & Solicitors***

	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/ unexpired period of lease,	n.a
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	No
	the mortgagor is competent to create charge on such property?	No
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	With Permission /NOC from M/s Kotak Mahindra Investment Pvt. Ltd. and Indusind Bank Ltd. and thereafter for individual units NOC/ PTM from Developer till the execution of Sale Deed.
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Transferable
	b) Mortgage can be created.	Yes, Mortgage can be created.
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Found
14.	If the property has been transferred by way of Gift/Settlement Deed, whether;	N.A.
	a) The Gift/ Settlement Deed is duly stamped and registered;	N.A.
	b) The Gift/ Settlement Deed has been attested by two witnesses;	N.A.

***D.K. SAMMI & ASSOCIATES***  
*Advocates & Solicitors*

	c) The Gift/ Settlement Deed transfers the property to Donee;	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by actions?	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
	f) Whether the Donee is in possession of the gifted property?	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	N.A.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	N.A.
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.

***D.K. SAMMI & ASSOCIATES***  
***Advocates & Solicitors***

16.	Whether the title documents include any testamentary documents / wills?	N.A.
	a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	c) Whether the property is mutated on the basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate of the testator is available?	N.A.
	f) What are the circumstances and/ or documents to establish the will in question is the last and final will of the testator?	N.A.
	g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/ Original title deeds are to be explained.)	N.A.
17.	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/ temple or any religious / other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	a) Where the property is a HUF/ joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no	No

***D.K. SAMMI & ASSOCIATES***  
*Advocates & Solicitors*

	objection/join in execution, minor's share if any, rights of female members etc.	
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	N.A.
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Yes, obtained
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No, permissions are taken.

**D.K. SAMMI & ASSOCIATES**  
*Advocates & Solicitors*

22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	.....Do.....
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Yes, details verified at DTP Office and Sub-Registrar Office.
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, Further Undertaking and land status report is required from Developer.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	Not found on the copies found and verified before Sub-Registrar Office.
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Regis. of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes

# *D.K. SAMMI & ASSOCIATES*

## *Advocates & Solicitors*

	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Yes, AS PER LICENSE and Collaboration Agreement but development agreement is not registered.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	Yes, further details can be obtained from registered CA/CS
	iii) Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	Yes
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Yes, Property is mortgaged with With M/s Kotak Mahindra Investment Pvt. Ltd. and Indusind Bank Ltd. and thereafter for individual units NOC/ PTM from Developer till the execution of Sale Deed.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Any
27.	a) Whether any POA is involved in the chain of title?	Not Any
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Auth. Rep.s to sign Flat Allotment	NO

***D.K. SAMMI & ASSOCIATES***  
*Advocates & Solicitors*

	Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	NO
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	f) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	g) Whether the POA is a registered one?	
	h) Whether the POA is a special or general one?	
	i) Whether the POA contains a specific authority for execution of title document in question?	
	a) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	b) Please comment on the genuineness of POA?	N.A.
	c) The unequivocal opinion on the enforceability and validity of the POA.	.....do.....
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authentic-cated in terms of the Law of the place, where it is executed.	Not Any

# *D.K. SAMMI & ASSOCIATES*

## *Advocates & Solicitors*

29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land owner's title to the land/ building;</p> <p>b) Development Agreement/ POA;</p> <p>c) Extent of authority of the Developer/builder;</p> <p>d) Independent title verification of the Land and/or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society / Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Develop. Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p>	<p>Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).</p> <p>Regd. Collaboration Agreement</p> <p>Yes</p> <p>Yes</p> <p>Verified, Project is financed before Kotak Mahindra and Indusind thus NOC is required for mortgage of Units addressed to State Bank of India</p> <p>N.A.</p> <p>Yes</p> <p>N.A.</p> <p>N.A.</p> <p>Yet Loan on Construction</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>Yes</p>
-----	--	--

**D.K. SAMMI & ASSOCIATES**  
*Advocates & Solicitors*

	<p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Vacant Plot</p> <p>Not Yet</p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	1982-2022
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Required at this stage.
33.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>	Not Found
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	As records with developer
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/Village records?	Not Any
36.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/ partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents? <b>(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</b></p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	N.A..

# *D.K. SAMMI & ASSOCIATES*

## *Advocates & Solicitors*

	<p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	As per layout Plan and demarcation/ Possession Certificate.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not Any
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	YES.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A., legally valid and enforceable mortgage created by depositing the original of the title Deeds for the subjected Plot along with the originals of the documents mentioned herein under in Annexure C, to the State Bank of India.

# *D.K. SAMMI & ASSOCIATES*

## *Advocates & Solicitors*

43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Original of the documents of the selling Unit with Annexure C will be deposited with the State Bank of India.
44.	Additional aspects relevant for investigation of title as per local laws.	<b>Verified Status before DTP and Registration Authority,</b>
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	(i) Project is financed by M/s Kotak Mahindra Investment Pvt. Ltd. and Indusind Bank Ltd., SO NOC / No Objection and thereafter for individual units NOC/ PTM from Developer till the execution of Sale Deed. (ii) NOC/ MOE is required from M/s Kotak Mahindra Investment and Indusind as per respective charges on the Plots for Buyer of Units. (iii) Tripartite Agreement between Land Owner, Developer and The Bank is required.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).
47.	<b>Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.</b>	Yes
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	The Promoter has registered the project under the provisions of the act with Haryana Real Estate Regulatory Authority
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes
	<b>Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?</b>	Yes

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 12-07-2022  
Place: NCR-Delhi

Dhiraj Sammi  
Advocate

***D.K. SAMMI & ASSOCIATES***  
***Advocates & Solicitors***

---

(for D.K. Sammi & Associates)

**Annexure-C**

**Certificate of Title on the Basis of Certified copies of the Title Deeds**

I have examined the Certified Copy of Original Title Deeds i.e. Sale Deeds and Collaboration Agreement mentioned in Annexure B (Para 4 above).. in favour of Developer Lessee.

, further Allotment, Buyer Agreement and Tripartite Agreement to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any

***D.K. SAMMI & ASSOCIATES***  
***Advocates & Solicitors***

---

loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are prior Mortgage/ Charges/ encumbrances in favour of M/s Kotak Mahindra and Indusind Bank Ltd., original documents / title deed s are retained as trustee pertaining to the Immovable Property/(ies) i.e. the Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).

6. In case of second/subsequent charge in favour of the Bank, Builder/ Developer has taken Project Loan from Developer and Banker are required/ given Provisional NOC d except that there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of ( Specify the share of the Minor with Name). (not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, .....

9. I certify that M/s BPTP Ltd...Promoter AND M/s Contrywide Promoters Pvt. Ltd....Developer with Land Owner as Co-Borrower has / have clear and Marketable title over the Schedule property/ (ies). I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

(i) Project is financed by M/s Kotak Mahindra Investment Pvt. Ltd. and Indusind Bank Ltd., SO NOC / No Objection and thereafter for individual units NOC/ PTM from Developer till the execution of Sale Deed.

(ii) NOC/ MOE is required from M/s Kotak Mahindra Investment and Indusind as per respective charges on the Plots for Buyer of Units.

(iii) Tripartite Agreement between Land Owner, Developer and The Bank is required;

(iv) Further for Individual sale of Plot, proper allotment, agreement, and execution of sale deed in originals are required for the purpose of mortgage.

(v) Bank may obtain land status and no litigation letter/ undertaking from the Promoter/ developer;

***D.K. SAMMI & ASSOCIATES***  
***Advocates & Solicitors***

---

(Vi) Certified copies of Title Deeds of the land and collaboration agreements are required (submitted with the report and originals are verified);  
(vii) True Copies Govt.NOCs, from DTP, Pollution control, Licences are required for project approval.

11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

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

**SCHEDULE OF THE PROPERTY/IES**

Block-A (280 Plots), of Affordable Plotted Colony under DDJAY part of over an area measuring 15.5625 acres Project known as "Green Oaks" Situated at Sector-70 A, Revenue Estate of Village Palra Distt. Gurugram (Hr.).

Date: 12.07-2022

Place: NCR-Delhi

Dhiraj Sammi

Advocate

(for D.K. Sammi & Associates)