

VIKAS BHARDWAJ

ADVOCATE

E. No. : D/1521/01

Chamber :

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LGLOP/SBI/25

October 16, 2023

The Branch Head,
State Bank of India,
HLST, Parliament Street,

New Delhi.

ANNEXURE 'B': REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY IN RESPECT OF THE PROJECT OF AFFORDABLE GROUP HOUSING COLONY KNOWN AS YASHIKA GREEN SQUARE, SECTOR-99-A, VILLAGE GOPALPUR, TEHSIL HARSARU, DISTRICT GURUGRAM, HARYANA FOR WHICH LICENSE NO. 32 OF 2023 HAS BEEN ISSUED BY DGTCP, HARYANA BEING DEVELOPED BY M/S DISHITA INFRA PVT. LTD.

1	A	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, HLST, Parliament Street, New Delhi.
	B	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Documents. physically handed over with instructions to provide the TIR.
	c	Name of the Borrower.	Prospective Purchaser/s of dwelling unit/s in the project at Sector-99-A, Bahadurgarh, Haryana for which license no. 32 of 2023 has been issued by DGTCP, Haryana undertaken by M/s Dishita Infra Pvt. Ltd.
2	a	Type of Loan	Housing Loan/s.
	b	Type of property	Affordable Flat/s.

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Vikas Bhargava
Advocate
E.No. D/1521/2001



3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective Borrower/s.
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual/s.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/s.
4	a	Value of Loan (Rs. in crores)	NA at present.
5		Complete or full description of the immovable property (ies) offered as security including the following details.	Prospective dwelling unit/s to be constructed upon land measurinog 34 Kanal and 0 marla i.e. 4.25 acres comprised in rectangle No. 43, killa Nos. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4), situated in the revenue estate of Village Gopalpur, Sector-99-A, Tehsil Harsaru, District Gurugram, Haryana over which project of Affordable Group Housing Colony approved under Haryana Affordable Housing Policy, 2013 for which license no. 32 of 2023 have been issued by DTCP, Haryana.
	a	Survey No.	As per Allotment Letter/Buyer's Agreement to be executed by the Builder.
	b	Door/House no. (in case of house property)	As per Allotment Letter/Buyer's Agreement to be executed by the Builder.
	c	Extent/ area including plinth/ built up area in case of house property	As per Allotment Letter/Buyer's Agreement to be executed by the Builder.
	d	Locations like name of the place, village, city,	Location is Village Gopal Pur, Sector-99A, Tehsil

		registration, sub-district etc. Boundaries	Harsaru and District Gurugram, Haryana. Project land is bounded as under : North : Other's property and proposed 24 meters wide road. South : Other's property. East : Proposed 24 meters wide road. West : Other's property.	
6	a	Particulars of the documents scrutinized-serially and chronologically.	Mentioned hereinbelow.	
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Original/certified copies have been verified as mentioned hereinbelow.	
Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
i)	17.10.2019	Original Joint Development Agreement executed by Sh. Jagdish s/o Sh. Ram Saroop in favour of M/s Dishita Infra Pvt. Ltd. , registered as document No. 4143 on 17.10.2019, in the office of Sub-Registrar, Gurgaon .	Original	Original verified
ii)	17.10.2019	Original GPA executed by Sh. Jagdish s/o Sh. Ram Saroop in favour of M/s Dishita Infra Pvt. Ltd. , registered as document No. 27 on 17.10.2019, in the	Original	Original verified

		office of Sub-Registrar, Gurgaon .		
iii)	24.07.2023	Certificate issued by Haryana Real Estate Regulatory Authority, Gurugram bearing certificate No. 81 of 2023 and Unique No. RERA-GRG-PROJ-1386-2023.	Copy	NA not being title deed.
iv)	11.04.2023	Assurance for sewerage connection for discharge of 200 KLD surplus treated domestic effluent in master sewer line issued by the Office of the Executive Engineer-V, SEW, Division, GM<DA, Gurugram.	Copy	NA not being title deed.
v)	07.07.2023	Building plan approved by the competent authority.	Copy	NA not being title deed.
vi)	14.02.2023	License No. 32 of 2023 issued by DGTCP, Haryana.	Copy	NA not being title deed.
vii)	23.04.2023	Power assurance for proposed affordable group housing colony issued by DHBVN..	Copy	NA not being title deed.
viii)	21.05.2023	Height NOC issued by AAI.	Copy	NA not being title deed.
ix)	02.02.2021	Forest NOC issued by the Divisional Forest Officer, Gurugram	Copy	NA not being title deed.
x)	NA	Jamabandis for years 1993-94, 1998-1999, 2003-04, 2008-09, 2013-14, 2018-19.	Certified copies	NA not being title deeds.
xi)	NA	Intkals.	Certified copies	NA not being title deeds.
7	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.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Yes.	
	b	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 all pages in the certified copies of title documents have been obtained directly from Sub-Registrar's office have been verified page by page with the original	

		(In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	documents submitted and is found in order.
8	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?	Computerized records of the office of Sub-Registrar of Assurances are not available for inspection by public at large.
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	NA
	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?	No.
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes. Certified copies of the same have been obtained from the office of Sub-Registrar of Assurances.
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Harsaru, Gurugram
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	No.
	c	Whether search has been made at all the offices named at (b) above?	NA
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
10	a	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.	Refer hereinbelow.
	i)	As per Jamabandis for the years 1993-94, 1998-99 bearing Khewat/Khata Nos.	

186/222, 208/246 respectively **Sh. Jagdish** s/o Sh. Ram Saroop, **Smt. Sukha** wd/o Sh. Ram Saroop and **Sh. Paratpal Singh** s/o Sh. Nawab Singh were the joint recorded owners of land measuring 43 Kanal and 0 marla comprised in rectangle No. 43, killa Nos. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23 (9-4), situated in the revenue estate of Village Gopalpur, Sector-99-A, Tehsil Harsaru, District Gurugram, Haryana. From the perusal of intkal No. 1154 I note that the said **Smt. Sukha** transferred her 1/3rd share in the said land measuring 41 kanal and 16 marla in favour of **Sh. Jagdish** s/o Sh. Ram Saroop vide order dated 04.06.1992 passed by the Court of Sh. N.P. Dewat, Sub-Judge, 2nd Class, Gurgaon in case No. 359 of 1992 titled as "Jagdish vs. Sukha".

ii) In the manner mentioned hereinabove the said **Sh. Jagdish** s/o Sh. Ram Saroop became the recorded owner of 2/3rd share and **Sh. Paratpal Singh** s/o Sh. Nawab Singh remained the recorded owner of 1/3rd share of the said land measuring 41 Kanal and 16 marla and these persons were shown as joint recorded owners of this land as per Jamabandi for year 2003-04 bearing Khewat/Khata No. 218/252. From the perusal of intkal No. 1222 I note that the said **Sh. Paratpal Singh** expired intestate leaving behind his legal heirs, viz., **Sh. Mahender Pal Singh** (son), **Ajeet Kaur** (daughter) those became the joint recorded owners of 2/9th share, **Smt. Gurmeet Kaur** (widow of predeceased son **Sh. Surender Pal Singh**) and **Jasleen Kaur** d/o Sh. Surender Pal Singh (daughter of predeceased son **Sh. Surender Pal Singh**) by way of inheritance.

iii) In the manner mentioned hereinabove the said **Sh. Jagdish** s/o Sh. Ram Saroop remained the recorded owner of 2/3rd share, **Sh. Mahender Pal Singh** s/o Sh. Paratpal Singh, **Ajeet Kaur** d/o s/o Sh. Paratpal Singh became the joint recorded owners of 2/9th share, **Smt. Gurmeet Kaur** widow of Sh. Surender Pal Singh and **Jasleen Kaur** d/o Sh. Surender Pal Singh became the joint recorded owners of 1/9th share of the said land measuring 41 Kanal and 16 marla and these persons were shown as joint recorded owners of this land as per Jamabandi for year 2008-09 bearing Khewat/Khata No. 216/253. From the perusal of intkal No. 1461 I note that

the said land measuring 41 kanal and 16 marla alongwith other lands was orally partitioned amongst the land owners. By virtue of this partition the land measuring 34 Kanal and 0 marla comprised in rectangle No. 43, killa Nos. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4) {after division of killa No. 23 (8-0) into 23/1 (0-4) and 23/2 (9-0)}, situated in the revenue estate of Village Gopalpur, Sector-99-A, Tehsil Harsaru, District Gurugram, Haryana came to the exclusive share of the said **Sh. Jagdish s/o Sh. Ram Saroop**.

iv) In the manner mentioned hereinabove the said **Sh. Jagdish s/o Sh. Ram Saroop** became the recorded owner of the said land measuring land measuring 34 kanal and 0 marla and he was shown as recorded owner of this land as per Jamabandis for years 2013-14, 2018-19 bearing Khewat/Khata Nos. 230/268, 247/281 respectively.

v) In the manner mentioned hereinabove, the said **Sh. Jagdish s/o Sh. Ram Saroop** became the recorded owner of the land measuring 34 Kanal and 0 marla i.e. 4.25 acres comprised in rectangle No. 43, killa Nos. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4) {after division of killa No. 23 (8-0) into 23/1 (0-4) and 23/2 (9-0)}, situated in the revenue estate of Village Gopalpur, Sector-99-A, Tehsil Harsaru, District Gurugram, Haryana over which project of Affordable Group Housing Colony approved under Haryana Affordable Housing Policy, 2013 for which license no. 32 of 2023 dated 14.02.2023 has been issued by DTCP, Haryana at Sector-99-A, Bahadurgarh, Haryana. Said license No. 32 of 2023 is valid upto 13.02.208. The said **Sh. Jagdish s/o Sh. Ram Saroop** entered into registered Joint Development Agreement dated 17.10.2019 registered as document No. 4143 on 17.10.2019 with **M/s Dishita Infra Pvt. Ltd.** wherein the said **M/s Dishita Infra Pvt. Ltd.** was appointed as Developer in respect of the above-mentioned land measuring 4.25 acres. The said **Sh. Jagdish s/o Sh. Ram Saroop** appointed **M/s Dishita Infra Pvt. Ltd.** as his attorney in respect of the above-mentioned land vide registered GPA dated 17.10.2019 registered as document No. 27 on 17.10.2019. As per terms of this Development Agreement the built-up ares of

	<p>the said project measuring 76230 sq. fts. will be divided in equal ratio between the said land owner and the Developer. As per terms of the said GPA the said M/s Dishita Infra Pvt. Ltd. is authorized to sell the flat/s to the prospective purchasers in terms of the Haryana Affordable Policy. As per clause 10 (e) of the said Development Agreement the land owner is aware that the Developer shall be free to market, book and sell the apartments as per the policy of Affordable Housing Project. It means that the sale proceeds of the present affordable group housing project shall be equally divided between the Land Owner and the Developer. As per rapat No. 714 dated 09.05.2022 the said Sh. Jagdish s/o Sh. Ram Saroop has entered into joint Development Agreement registered as document No. 4143 on 17.10.2019 with M/s Dishita Infra Pvt. Ltd. The M/s Dishita Infra Pvt. Ltd. is undertaking project of affordable group housing colony called Yashika Green Square over the said aggregate licensed land measuring 4.25 acres after obtaining necessary approvals and sanctions.</p>		
	b	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. 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)	No.
	c	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.	NA
11	a	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.)	Mortgagor will acquire ownership title in the property in question after execution and registration of Conveyance Deed in his/her favour by the Builder.
		If Ownership Rights,	
	a	Details of the Conveyance Documents	NA

b	Whether the document is properly stamped.	NA
c	Whether the document is properly registered.	NA
	If leasehold, whether;	
a	The Lease Deed is duly stamped and registered	NA
b	The lessee is permitted to mortgage the Leasehold right,	NA
c	duration of the Lease/unexpired period of lease,	NA
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.	NA
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
f	Right to get renewal of the leasehold rights and nature thereof.	NA
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	NA
b	the mortgagor is competent to create charge on such property?	NA
c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	NA
	If occupancy right, whether;	
a	Such right is heritable and transferable,	NA
b	Mortgage can be created.	NA

12		Has the property been transferred by way of Gift/Settlement Deed	No
	a	The Gift/Settlement Deed is duly stamped and registered;	NA
	b	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	NA
	c	The Gift/Settlement Deed transfers the property to Donee;	NA
	d	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	NA
	e	Whether the Donee is in possession of the gifted property?	NA
	f	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;	NA
	g	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
13		Has the property been transferred by way of partition / family settlement deed	No.
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	NA
	b	Whether mutation has been effected	NA
	c	Whether the mortgagor is in possession and enjoyment of his share.	NA
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	NA
	e	In respect of partition by a decree of court, whether such decree has become final and	NA

		all other conditions/ formalities are completed/ complied with.	
	f	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?	NA
14		Whether the title documents include any testamentary documents /wills?	No.
	a	In case of wills, whether the will is registered will or unregistered will?	NA
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c	Whether the property is mutated on the basis of will?	NA
	d	Whether the original will is available?	NA
	e	Whether the original death certificate of the testator is available?	NA
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	NA
	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.	NA
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	a	any restriction in creation of charges on such properties?	NA
	b	Precautions/ permissions, if any in respect of	NA

		the above cases for creation of mortgage?	
16	a	Where the property is a HUF/joint family property?	No.
	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NA
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	NA
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA
18		Is the property an Agricultural land	No.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	NA
	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?	NA
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	For setting of affordable group housing colony for which licenses have been issued by DGTCP, Haryana vide license No. 32 of 2023.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz.	No.

		Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	
	b	Additional aspects relevant for investigation of title as per local laws.	NA
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No.
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Yes has been made and thereof no acquisition proceeding is found to be pending in respect to the project land in question. Also license has been issued by DTCP, Haryana in respect to the project land.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	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?	No.
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	NA.
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	NA
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior	No. However the builder is a private limited company and there no charge is registered by the Builder

		charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	with ROC.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	NA.
	b/2	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) ?	NA.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	NA.
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	NA
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	NA
25	a	Whether any POA is involved in the chain of title during the period of search?	Yes.
	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.	Yes
	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/ Authorized Representatives to sign Flat Allotment 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).	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.	NA.
	e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Yes Yes. General. Yes.
	f	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?)	Yes it is in force and is not revoked or had become invalid till date.
	g	Please comment on the genuineness of POA?	Same is genuine.
	h	The unequivocal opinion on the enforceability and validity of the POA.	Same is valid and enforceable.
26		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/ authenticated in terms of the Law of the place, where it is executed.	NA
27	i	If the property is a flat/apartment or residential/commercial complex	Yes it is residential complex.
	a	Promoter's/Land owner's title to the land/building;	M/s Dishita Infra Pvt. Ltd. is owning the project land measuring 4.25 acres .
	b	Development Agreement/Power of Attorney;	Yes and Development Agreement and Power of Attorney are duly registered.
	c	Extent of authority of the Developer/builder;	Full.
	d	Independent title verification of the Land and/or building in question;	Carried out. Please refer to hereinabove.

e	Agreement for sale (duly registered);	As per provisions of Real Estate Regulation Act applicable to the State in Haryana, Sale/Buyer's Agreement to be executed in favour of prospective allottees will be registered in the office of Sub-Registrar of Assurances.
f	Payment of proper stamp duty;	Proper stamp duty has been paid.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	As per provisions of Real Estate Regulation Act applicable to the State in Haryana, Sale/Buyer's Agreement to be executed in favour of prospective allottees will be registered in the office of Sub-Registrar of Assurances.
h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes building plan is approved.
i	Conveyance in favour of Soc Condominium concerned;	NA.
j	Occupancy Certificate/allotment letter/letter of possession;	Occupation Certificate will be issued by the District Town Planner after completion of construction.
k	Membership details in the Society etc.;	NA
l	Share Certificates;	NA
m	No Objection Letter from the Society;	NA
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	So far all statutory compliances have been complied by the Builder. However it should be ensured that Arvali NOC and consent to establish issued by Haryana Pollution Control Board are kept on records.
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes.
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Building plan has been approved by the competent authority.
q	Whether the numbering pattern of the units/flats tally in all documents such as	Yes.

		approved plan, agreement plan, etc.	
	II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Yes.
	II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes the same has been registered vide RERA Certificate dated 24.07.2023 bearing registration certificate No. RERA-GRG-PROJ-1386-2023 issued by Haryana Real Estate Regulatory Authority, Panchkula.
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	It should be ensured that the provisions of RERA in this regard should be complied.
	II.D	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?	Yes.
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	There are no encumbrances.
29		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.	01.01.1993-13.10.2023. There are no encumbrances.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	There are no statutory dues..
31	a	Urban land ceiling clearance, whether required and if so, details thereon	No.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	No.
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Name of land owner, viz., Sh. Jagdish s/o Sh. Ram Saroop is duly recorded in the revenue records.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village	NA. Name of the intending Borrower/s will be reflected

		records?	in the municipal records after execution and registration of Conveyance Deed in his/her favour by Sh. Jagdish s/o Sh. Ram Saroop..
33	a	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether the demarcation/ partition of the property is legally valid?	Yes.
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes.
34	a	Whether the property can be identified from the following documents, : a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	NA.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	NA
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Boundaries are duly demarcated on site plan as per layout plan and demarcation plan approved by DGTCP, Haryana and there is no discrepancy about the description of the scheduled property.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
	b	Property is SARFAESI compliant (Y/N)	Yes.
37	a	Whether original title deeds are available for creation of equitable mortgage	Original title deeds of the Builder has been verified in original whereas Equitable Mortgage will be created after execution and registration of Conveyance Deed by the Builder in favour of the intending Borrower
	b	In case of absence of original title deeds,	NA

		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.	
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NA
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective Purchaser/s of dwelling unit/s in the project at Sector-99-A, Bahadurgarh, Haryana for which license no. 32 of 2023 has been issued by DGTCP, Haryana undertaken by M/s Dishita Infra Pvt. Ltd.

Place : Gurugram

Date : 16.10.2023

Vikas Bhardwaj
VIKAS BHARDWAJ

ADVOCATE

Vikas Bhardwaj
Advocate
E.No. D/1521/2001

Certificate of title

I have examined the Original Title Deeds and certified copies intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check¹list vide Annexure-B and the other relevant factors.
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. I am liable /responsible, if any 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, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1993 to 13.10.2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, 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. There are no minor interests. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/s.

The Mortgage if created, will be available to the Bank for the liability of the intending borrower/s.

9. I certify that intending borrower/s will acquire clear, valid & legal title qua the dwelling units to be constructed upon the project land after execution and registration of Sale Deed/Conveyance Deed in their favour by the said Developer and/or Land Owners/Collaborators. I further certify that the above documents are genuine and valid mortgage can be created and the said Mortgage would be enforceable.

10. A. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

- i) All original payment receipts issued by **M/s Dishita Infra Pvt. Ltd.** in the name of intending Borrower/s.
- ii) Original Allotment Letter issued by **M/s Dishita Infra Pvt. Ltd.** in favour of the intending Borrower/s.
- iii) Original Buyer's Agreement to be executed in favour of intending Borrower/s by **M/s Dishita Infra Pvt. Ltd.** and to be registered under the provisions of Real Estate Regulation Act applicable to the State of Haryana.
- iv) Tripartite Agreement to be executed between the intending Borrower/s, **M/s Dishita Infra Pvt. Ltd.** and the Bank.
- v) Permission to mortgage and No Objection Certificate issued by **M/s Dishita Infra Pvt. Ltd.**
- vi) Original Possession Letter to be issued by **M/s Dishita Infra Pvt. Ltd.** in favour of the intending Borrower/s.
- vii) Original Sale Deed/Conveyance Deed to be executed by **M/s Dishita Infra Pvt. Ltd.** in favour of the intending Borrowers.

B. Following documents should be obtained by the Bank from the Builder and the same should be kept on records one time and should not be obtained for fresh loan of the intending Borrower/s :

- i) Certified copy of Joint Development Agreement dated 17.10.2019 executed by **Sh. Jagdish s/o Sh. Ram Saroop** in favour of **M/s Dishita Infra Pvt. Ltd.**, registered as document No. 4143 on 17.10.2019, in the office of Sub-Registrar, Gurgaon.
- ii) Copy of GPA dated 17.10.2019 executed by **Sh. Jagdish s/o Sh. Ram Saroop** in favour of **M/s Dishita Infra Pvt. Ltd.**, registered as document No. 27 on 17.10.2019, in the office of Sub-Registrar, Gurgaon.
- iii) Copy of Certificate dated 24.07.2023 issued by Haryana Real Estate Regulatory Authority, Gurugram bearing certificate No. 81 of 2023 and Unique No. RERA-GRG-PROJ-1386-2023.
- iv) Copy of Assurance for sewerage connection dated 11.04.2023 for discharge of 200 KLD surplus treated domestic effluent in master sewer line issued by the Office of the Executive Engineer-V, SEW, Division, GM<DA, Gurugram.
- v) Copy of building plan dated 07.07.2023 approved by the competent authority.

- vii) Copy of License No. 32 of 2023 dated 14.02.2023 issued by DGTCP, Haryana.
viii) Copy of Power assurance dated 23.04.2023 for proposed affordable group housing colony issued by DHBVN.
ix) Copy of Height NOC dated 21.05.2023 issued by AAI.
x) Copy of Forest NOC dated 02.02.2021 issued by the Divisional Forest Officer, Gurugram.
xi) Copies of Jamabandis for years 1993-94, 1998-1999, 2003-04, 2008-09, 2013-14, 2018-19.
Certified copies of intkals.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. , It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Prospective dwelling unit/s to be constructed upon land measuring 34 Kanal and 0 marla i.e. **4.25 acres** comprised in rectangle No. 43, killa Nos. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4), situated in the revenue estate of Village Gopalpur, Sector-99-A, Tehsil Harsaru, District Gurugram, Haryana over which project of Affordable Group Housing Colony approved under Haryana Affordable Housing Policy, 2013 for which license no. 32 of 2023 have been issued by DTCP, Haryana, which is bounded as under :

North : Other's property and proposed 24 meters wide road.

South, : Other's property.

East : Proposed 24 meters wide road.

West : Other's property.

Place : Gurugram

Date : 16.10.2023

Vikas Bhardwaj

VIKAS BHARDWAJ

ADVOCATE

Vikas Bhardwaj

Advocate

E.No. D/1521/2001

(Second party copy) B Book Receipt for Non Registration Purpose

13-10-2023

No:894

Sub Register Office :हरसरा

Date :13-10-2023

Received with Thanks from VIKAS BHARDWAJ ADV resident of ADV GGM sum of rs fifteen
on account of Inspection charges.

Rs.15

विकास भारद्वाज
हरसरा (Incharge)

Rs.25

(Incharge)

(Second party copy) B Book Receipt for Non Registration Purpose 13-10-2023

No:18893

Sub Register Office :गुरुग्राम

Date :13-10-2023

Received with Thanks from Vikas Bhardwaj Adv Gurugram Year 1997-2017 resident of Ggm sum of rs twenty-five on account of Inspection charges.

Rs.25

(Incharge)

सब रजिस्ट्रार

फार्म संख्या 3 रजिस्ट्री
सब रजिस्ट्रार विभाग

6431

No.

जिला

फुटकर शुल्क अदायगी की रसीद
(रसीद पुस्तक ख)

13-10-23

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

Vikas Bhardwaj AC

प्राप्त हुई रकम का जोड़ और विवरण

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं. (1993-1997) For Registrar, Gurugram

रजिस्ट्री होने के तिथी रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

फीस	फीस	फीस	फीस	फीस
नकल	हिफाजत	तलाश	अनुवाद	कमीशन

