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Faridabad (HR)-121004.
M. No. 09810982380.

Ref. No.

Date: 03-12-2020

To,
State Bank of India, SME Branch,
65, Neelam Bata Road Branch,
NIT Faridabad, Haryana.

TITLE INVESTIGATION REPORT

Annexure - B

1	Name of the Branch/ Business Unit/ Office seeking opinion.	State Bank of India, SME Branch NIT Faridabad.
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
(C)	Name of the Borrower	M/S SUPER QUALITY IMPEX.
2.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mr. Deepak Prashad S/o Mr. Tok Lal Sharma.
(B)	Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	INDIVIDUAL/ CO- BORROWERS
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	AS BORROWER/ GUARANTORS
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Residential Unit/ Flat No. 501, 5 th . Floor, Tower No. B-12, having Super Area Measuring 1862 Square Feet, in the Residential Colony Namely "SAVANA", RPS City, Sector-88, Urban Estate, Faridabad, Haryana.
(A)	Survey No.	
(B)	Door/House no. (in case of house property)	
(C)	Extent/ area including plinth/ built up area in case of house property	
(D)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	(Herein after called as Scheduled Property).
4.	Particulars of the documents scrutinized-serially and chronologically:-	
(A)	1. Original Buyer's Agreement dated 27-09-2013 with Endorsement.	
	2. Original Allotment Letter dated 28-09-2013.	
	3. Original Payment Receipt of the Scheduled Property.	



	<p>4. Original Possession Certificate dated 19-10-2015.</p> <p>5. Original Conveyance Deed No.4907, dated 19-10-2015.</p> <p>6. Original Deed of Apartment No.4908, dated 19-10-2015.</p> <p>7. Original Mortgage permission dated 07-11-2013.</p>	
(B)	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>	I have verified the Original Documents 4(a) (1 to 7) in <u>SBI RACPC Faridabad.</u>
5.A	<p>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.).</p>	Yes.
B	<p>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?</p>	Yes.
(i)		
(ii)	<p>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).</p>	N.A.
6.	<p>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?</p>	No.
(A)		
(B)	<p>If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>	N.A.
(C)	<p>Whether the genuineness of the stamp Paper is possible to be got verified from any online portal, and if so</p>	No.



	whether such verification was made?	
7.	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Faridabad & Tigaon.
(A)	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?	N.A.
(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.

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)

I have examined the documents and the Registration Record kept and maintained in the office of S.R. Faridabad & Tigaon, regarding Residential Unit/ Flat No. 501, 5th. Floor, Tower No. B-12, having Super Area Measuring 1862 Square Feet, in the Residential Colony Namely "SAVANA", RPS City, Sector-88, Urban Estate, Faridabad, Haryana and on examination I found that the land regarding above said site area measuring 49.018 Acres is the forming part of Land situated within the Revenue Estate of Village Kheri Kalan & Baselwa, Tehsil & District Faridabad, Haryana, which is as per demarcation plan and License issued by Director Town & Country Planning Haryana, vide License No. 1029, 1030 & 1031 of 2006, vide its Letter Memo No. 26347. According to the Revenue Record of the Revenue Estate of



Village Kheri Kalan & Baselwa, Tehsil & District Faridabad, Haryana M/s RPS Associates purchased a part of Land Measuring 49.018 Acres in the Revenue Estate of Village Kheri Kalan & Baselwa, vide Sale Deed Document Nos. 14049 dated 15-12-2005, 12658 dated 21-11-2005, 9830 dated 07-10-2005, 12862 dated 23-11-2005, 14048 dated 15-12-2005, 8814 dated 19-09-2005, 9762 dated 07-10-2005, all documents Registered in the office of S.R. Faridabad, with a view of developing a Group Housing Residential Project known as "RPS SAVANA". M/s RPS Associates, a Partnership Firm duly Registered under the Indian Partnership Act, 1932, with the Registrar of Firms Delhi, vide Registration No. 84/04, dated 13-01-2004, having its Head Office at A-193, First Floor, Okhla Industrial Area phase-1, New Delhi-110020, obtained the License bearing No. 1029, 1030 & 1031 of 2006 from Director Town & Country Planning Haryana, vide its Letter Memo No. 26347, dated 23-10-2007, for Developing the Group Housing Flats in residential Project known as "RPS SAVANA", in Sector- 88 Faridabad, Haryana & the Land has been converted from Agricultural to Residential. M/s RPS Associates entered in to a Collaboration Agreement on dated 18-11-2005 with M/s RPS Infrastructure Ltd. and Supplementary Collaboration Agreement dated 26-12-2005, M/s RPS Associates executed General Power of Attorney of above mentioned Land in favour M/s RPS Infrastructure Ltd. and also Authorized to Sign & Execute the Agreement to Sell, Sale Deeds and to receive the Consideration Amount. M/s RPS Associates also executed sale deeds in favour of M/s RPS Infrastructure Ltd., bearing Document Nos. 16539, 16542 & 16545 on dated 17-12-2009, all documents Registered in the office of S.R. Faridabad same day. M/s RPS Infrastructure Ltd. also purchased Land Measuring 32 Kanals 18 Marlas, vide Sale Deed Document No. 16547 dated 17-12-2009 and 11469 dated 07-10-2009, both Registered in the office of S.R. Faridabad same day. The Site Plan of Savana Project, Sector-88, Faridabad was duly approved by Senior Town Planner, Faridabad, vide memo No. 26347 dated 23-



10-2007, vide which out of Total plot area measuring 49.01 Acres, Savana Proposed Phase-I in area measuring 41.07 Acres whereas Savana Phase-II in area measuring 7.94 Acres (8 Acres approx.). The No objection certificate/consent to establishment dated 09-02-2007 has also issued by Haryana State Pollution Control Board, Panchkula, in favour of M/s RPS Infrastructure Ltd. for construction of Group Housing Society in sector-88, Faridabad. The No objection certificate (For height clearance) dated 20-04-2007 has also issued by Airports Authority of India in favour of M/s RPS Infrastructure Ltd. for construction of proposed Savana- Group Housing Society in sector-88, Faridabad to Height of 69.085 meters. The Approval of Fire fighting scheme for Fire Safety point in Group Housing Scheme on 49.018 Acres, Sector-88, Faridabad has also granted by the Director Urban Local Bodies, Haryana (Chandigarh) in favour of M/s RPS Infrastructure, vide letter dated 01-04-2008. The Environment clearance for construction of approved Savana Group Housing Residential Project Sector-88, Faridabad has also granted of Govt. of India through Ministry of Environment and Forest Delhi, vide letter dated 12-06-2007 in favour of M/s RPS Infrastructure. The project has been completed & Completion Certificate of the same has also issued on dated 04-12-2015, vide letter Memo No. 23924 & the Declaration Deed of the same has also been executed on dated 01-02-2016, which has been registered in the Office of S.R. Tigaon same day, vide Document No. 7136.

M/s RPS Infrastructure Ltd. Allotted Residential Unit/ Flat No. 501, 5th. Floor, Tower No. B-12, having Super Area Measuring 1862 Square Feet, in the Residential Colony Namely "SAVANA", RPS City, Sector-88, Urban Estate, Faridabad, Haryana ie. the Scheduled Property to Mr. Ashu Garg through Allotment Letter dated 28-09-2013 & entered into Buyer's Agreement of the same on dated 27-09-2013. After that on the request of above said Mr. Ashu Garg, the above said Unit was



transferred by M/s RPS Infrastructure Ltd., in the name of present Mortgager Mr. Deepak Prashad S/o Mr. Tok Lal Sharma on dated 24-10-2013 & necessary endorsements were also made in this regard. After that on payment of Total Sale consideration, M/S RPS Infrastructure Ltd. executed the Conveyance Deed of the Scheduled Property in the name of above said Mr. Deepak Prashad on dated 19-10-2015, Registered in the Office of S.R. Tigaon same day, vide Document No. 4907. Mr. Deepak Prashad also executed the deed of apartment of the scheduled property on dated 19-10-2015, Registered in the Office of S.R. Tigaon same day, vide Document No. 4908 & Possession of the Same was also delivered him, through Possession Certificate dated 19-10-2015. The Mortgager has Mortgaged the scheduled property with RACPC Faridabad with the Charge of SME Branch NIT Faridabad. The Mortgager be directed to submit latest Utility Bills of the Scheduled Property in his own name.

According to above mentioned documents Mr. Deepak Prashad is the absolute owner and in Possession of the Scheduled Property and he has to furnish a duly attested affidavit by stating that he is absolute owner and in Possession of the Scheduled Property, which is free from all encumbrances and charges whatsoever, **except the Charges of SBI RACPC Faridabad & SME Branch NIT Faridabad.**

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.)	The applicant Mr. Deepak Prashad has acquired full ownership rights in scheduled property.
10.	If leasehold, whether;	No.
(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	N.A.



(E)	mortgage by Sub- Lessee also. 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; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property. whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No. No.
12	If occupancy right, whether;	N.A.
(A)	Such right is heritable and transferable,	
(B)	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.	No. There is no interest of the Minor in the Property.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No.
(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.
(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	N.A.



(H)	mortgage; 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.	No.
(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 mortgagable 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.
16.	Whether the title documents include any testamentary documents /wills?	No.
(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?	No.
(C)	Whether the property is mutated on the basis of will?	No.
(D)	Whether the original will is available?	No.
(E)	Whether the original death certificate of the testator is available?	No.
(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	N.A.



	purposes or otherwise, whether requisite procedure followed/ permission 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, Costal Zone Regulations, Environmental Clearance, etc.).	NO.
22. (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.
23. (A)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Undertaking to be given by the Mortgager.
(B)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
(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.
24. (A)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
(B)	Property belonging to partners, whether thrown on hotchpots? 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.	A. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	No.



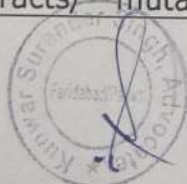
B.	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?	N.A.
(i)		
(ii)	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.
(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) ?	N.A.
(iv)	If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied?	N.A.
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.	No.
27.	Whether any POA is involved in the chain of title?	No.
(A)		
(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/ 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).	No.
(D)	In case of Builder's POA, whether a	No.



	certified copy of POA is available and the same has been verified/compared with the original POA.	
(E)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	No.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	No.
	ii. Whether the POA is a registered one?	N.A.
	iii. Whether the POA is a special or general one?	N.A.
	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
(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?)	N.A.
(G)	Please comment on the genuineness of POA?	N.A.
(H)	The unequivocal opinion on the Enforceability and validity of the POA?	N.A.
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/ authenticated in terms of the Law of the place, where it is executed.	No.
29.	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:	Residential Flat.
(A)	Promoter's/Land owner's title to the land/ building;	Absolute Ownership.
(B)	Development Agreement/Power of Attorney;	No.
(C)	Extent of authority of the Developer/ builder;	N.A.
(D)	Independent title verification of the Land and/or building in question;	Yes.
(E)	Agreement for sale (duly registered);	No.
(F)	Payment of proper stamp duty;	Yes paid.



(G)	Requirement of registration of sale agreement, development agreement, POA, etc.;	No.
(H)	Approval of building plan, permission of appropriate/local authority, etc.;	Yes.
(I)	Conveyance in favour of Society/ Condominium concerned;	N.A.
(J)	Occupancy Certificate/allotment letter/letter of possession;	Yes.
(K)	Membership details in the Society etc.;	N.A.
(L)	Share Certificates;	N.A.
(M)	No Objection Letter from the Society;	N.A.
(N)	All legal requirements under the local/ Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes.
(O)	Requirements, for noting the Bank's charges on the records of the Housing Society, if any;	N.A.
(P)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
(Q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
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.	Property is free from all encumbrances & Charges, except the Charges of SBI RACPC Faridabad & SME Branch NIT Faridabad.
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.	01-04-1990 to till date.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Yes paid.
33. (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.	Undertaking is to be given by the Mortgager.
34.	Details of RTC extracts/ mutation	As detailed in Para 4(a).



	extracts/ Katha extracts pertaining to the property in question.	
	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/ Village records	Yes.
36.	Whether the property offered as security is clearly demarcated?	Yes.
(A)	Whether the demarcation/ partition of the property is legally valid?	Yes.
(B)	Whether the property has clear access as per documents?	Yes.
(C)	(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	Yes
(A)	Document in relation to electricity connection;	Proof to be submitted.
(B)	Document in relation to water connection;	No.
(C)	Document in relation to Sales Tax Registration, if any applicable;	N.A.
(D)	Other utility bills, if any.	To be submitted.
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.	According to the valuer report.
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.)	According to the valuer report.
40.	Any bar/restriction for creation of	No, there is no Any bar/



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	mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	restriction for creation of mortgage under any local or special enactments.
	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security? Property is SARFAESI compliance	Yes, the SARFESI is applicable.
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.	All the necessary documents are to be taken as suggested in Annexure C (10).
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.	No.
44.	Additional aspects relevant for investigation of title as per local laws.	No.
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Deepak Prashad.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	The Occupation Certificate has been issued.
(A)	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
(B)	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
(C)	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?	N.A.

Annexure C



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CERTIFICATE OF TITLE

I have examined the Original documents, which are enclosed relating to the property in question which is 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 Equitable Mortgage is created by way of deposit of the following documents in the manner required by law, it will satisfy the requirement of creation of equitable mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list 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, I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage after execution of Sale Deed in her favour. 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 issued by S.R. Faridabad & Tigaon since 01-04-1990 to till date, vide Search Receipt No.0069949024, dated 03-12-2020, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances till date, **except the Charges of SBI RACPC Faridabad & SME Branch NIT Faridabad.**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges as already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
7. There is no interest of Minor/(s) in the property/(ies).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrowers Mr. Deepak Prashad on behalf of M/S SUPER QUALITY IMPEX.
9. I certify that the intending Borrower/ Borrowers Mr. Deepak Prashad has acquired absolute, clear and Marketable title over the Schedule property. I



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...er certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. 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:

DOCUMENTS RETAINED WITH BANK:

1. Original Buyer's Agreement dated 27-09-2013 with Endorsement. ✓
2. Original Allotment Letter dated 28-09-2013. ✓
3. Original Payment Receipt of the Scheduled Property. ✓
4. Original Possession Certificate dated 19-10-2015. ✓
5. Original Conveyance Deed Document No.4907, dated 19-10-2015. ✓
6. Original Deed of Apartment Document No.4908, dated 19-10-2015. ✓
7. Original Mortgage permission dated 07-11-2013. ✓

DOCUMENTS TO BE TAKEN:

- ✓ 1. Latest Utility Bills of the scheduled property.
- ✓ 2. Affidavit.

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

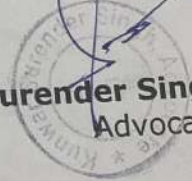
The Scheduled Property is covered under SARFESI compliance.

SCHEDULE OF THE PROPERTY/IES

Residential Unit/ Flat No. 501, 5th. Floor, Tower No. B-12, having Super Area Measuring 1862 Square Feet, in the Residential Colony Namely "SAVANA", RPS City, Sector-88, Urban Estate, Faridabad, Haryana.

Date : 03-12-2020
Place: Faridabad

(Kr. Surender Singh)
Advocate.



Panel: Sta
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2020

FLOOR,
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PERFECT VALUERS

(PANEL VALUER OF FIXED & MOVABLE ASSET)

C-481, Street No. 11, Majlis Park,
Delhi-110033
M.: 9582166798 & 9711633049
Email Id: perfectvaluers2012@gmail.com;
perfectvaluers2012@yahoo.in;

Bank in Panel: State
Bank of India,
Oriental Bank of
Commerce and Bank
of Baroda

Ref. No.: PV/SBI/2020-21/BT/BD

DATED: 03.12.2020

PROPERTY SITUATED AT	:	DWELLING UNIT BEARING NO. 501, 5 th FLOOR, TOWER NO. B-12, IN THE GROUP HOUSING COMPLEX KNOWN AS "SAVANA", SITUATED AT RPS CITY, SECTOR-88, FARIDABAD, HARYANA
OWNER (S)	:	MR. DEEPAK PRASHAD S/O MR. TOKLAL SHARMA
ACCOUNT NAME	:	--
MARKET VALUE OF THE PROPERTY	:	Rs. 68,00,000/-
REALIZABLE VALUE OF THE PROPERTY	:	Rs. 58,00,000/-
GUIDE LINE VALUE	:	Rs. 55,86,000/-
COST OF CONSTRUCTION (INSURANCE PURPOSE)	:	Rs. 27,00,000/-
NAME OF THE BRANCH	:	STATE BANK OF INDIA, SMECC, FARIDABAD (HARYANA)



PERFECT VALUER

PERFECT VALUERS

(PANEL VALUER OF FIXED & MOVABLE ASET)

C-481, Street No. 11, Majlis Park,
Delhi-110033
M.: 9582166798 & 9711633049
Email Id: perfectvaluers2012@gmail.com;
perfectvaluers2012@yahoo.in;

Bank in Panel:-
State Bank of India,
Oriental Bank of
Commerce and
Bank of Baroda

**VALUATION REPORT
OF IMMOVABLE PROPERTY**

I. General	
1. Purpose for which the valuation is made	: Fair Market Value for Bank Credit Facilities
2. a) Date of Inspection	: 03.12.2020
b) Date on which the valuation is made	: 03.12.2020
3. List of Documents produced for perusal	: Photocopy of Title Investigation Report dt. 12.03.2018 prepared by Nitin Walia (Advocate)
4. Name of the owner (s) and his / their address (es)	: MR. DEEPAK PRASHAD S/O MR. TOKLAL SHARMA
b) Account name	: --
5. Brief description of the property:	
	1. The property under valuation is a 3BHK Flat in the Free Hold residential complex named as "SAVANA" situated at RPS City, Sector-88, Faridabad (Haryana) built as B + GF + 9 storied.
	2. The valuation is done for 5 th Floor Unit bearing No. 501 in Tower no. 12 having super area 1862 sq. ft. as per TIR and same area is considered for valuation.
	3. Subject property is about 8 years old & self occupied for residential as on date, comprising of one drawing cum dining room, three bed rooms, one kitchen, three toilets/baths & one servant room with toilet/ bath.
	4. Composite rate is taken to arrive the market value of the Flat.
	5. The property is located near K.R. Mangalam World School, RPS City, Sector 88, Greater Faridabad, Haryana 121002.
	6. The valuation is prepared on the basis of Legal/TIR, so bank may check the complete ownership documents before funding.
6. Location of property	
a) Plot No. / Survey No.	: DWELLING UNIT BEARING NO. 501, 5 th
b) Door No.	: FLOOR, TOWER NO. B-12, IN THE GROUP
c) T. S. No. / Flatge	: HOUSING COMPLEX KNOWN AS "SAVANA",
d) Ward / Taluka	: SITUATED AT RPS CITY, SECTOR-88,
e) Mandal / District	: FARIDABAD, HARYANA
f) Date of issue and validity of layout plan approved map / plan	Building Plan is with Developers
g) Approved map / plan using authority	DGTCP
h) Whether genuineness or authenticity of approved map / plan	-do-



PERFECT VALUER

	i) Any other comments on authentic of approved plan	No	
7.	Postal address of the property	: As above	
8.	City / Town	: City	
	Residential Area	: Yes	
	Commercial Area	: No	
	Industrial Area	: No	
9	Classification of the area		
	i) High / Middle / Poor	: Middle	
	ii) Urban / Semi Urban / Rural	: Urban	
10.	Coming under Corporation Limit / Village Panchayat / Municipality	: DGTCP	
11.	Whether covered under any State / Central Govt. enactments (e.g., Urban Land Ceiling Act) or notified under agency area / scheduled area / cantonment area.	: No	
12.	Boundaries of the Property	: As per the Deed	Actual
	North	: Not provided	Other's Tower
	South	:	Entrance
	East	:	Flat No. 502
	West	:	Open
13.	Dimensions of the site / shop	: A	B
		: As per the deed	Actual
	North	:	
	South	:	1862 sq. ft. super area as per TIR
	East	:	
	West	:	
14.	Extent of the site	: Not mentioned	
15.	Latitude, Longitude & Co-ordinates of shop	Latitude	28.4146696 N
		Longitude	77.354113 E
16.	Extent of the site considered for valuation (least of 13A & 13B)	1862 sq. ft. super area as per TIR is considered for valuation	
17.	Whether occupied by the owner / tenant? If occupied by tenant since how long? Rent received per month.	: Self-Occupied	

II. APARTMENT BUILDING

1.	Nature of Apartment	: Residential
2.	Location	DWELLING UNIT BEARING NO. 501, 5 th FLOOR, TOWER NO. B-12, IN THE GROUP HOUSING COMPLEX KNOWN AS "SAVANA", SITUATED AT RPS CITY, SECTOR-88, FARIDABAD, HARYANA
	Block No.	
	Ward No.	
	Village/ Municipality / Corporation	
	Door No., Street or Road (Pin Code)	
3.	Description of the locality Residential / Commercial / Mixed	: Residential
4.	Year of Construction	: 2012 (8 years old)
5.	Number of Floors	: B + GF + 9 storied
6.	Type of Structure	: RCC Framed Structure
7.	Number of Dwelling units in the building	: 6 units built on the subject floor
8.	Quality of Construction	



PERFECT VALUER

0.	Appearance of the Building	:	-do-
1.	Maintenance of the Building	:	-do-
	Facilities available	:	
	Lift	:	Yes (2 Lifts)
	Protected Water Supply	:	Yes
	Underground Sewerage	:	Existing Govt. Sewer Line
	Car Park - Open / Covered	:	Covered
	Is Compound wall existing?	:	Yes
	Is pavement laid around the Building?	:	Yes

III Shop

1.	The floor on which the property situated	:	5 th Floor			
2.	Door No. of the Flat	:	Dwelling Unit Bearing No. 501, Tower-B-12			
3.	Specifications of the Flat	:				
	Roof	:	RCC			
	Flooring	:	Marble/ Tiles			
	Doors	:	Wooden/ Steel			
	Windows	:	Wooden/ Steel			
	Fittings	:	Average			
	Finishing	:	-do-			
4.	House Tax	:	Not provided			
	Assessment No.	:	--			
	Tax paid in the name of	:	--			
	Tax Amount	:	--			
5.	Electricity Service Connection No.	:	Not provided			
	Meter Card is in the name of	:	--			
6.	How is the maintenance of the Flat	:	Average			
7.	TIR executed in the name of	:	MR. DEEPAK PRASHAD S/O MR. TOKLAL SHARMA			
8.	What is the undivided area of land as per Sale Deed?	:	Not Provided			
9.	What is the plinth area of the Flat?	:	1490 sq. ft. (approx.)			
10.	What is the floor space index (approx.)?	FAR	Permissible	-	Utilized	--
		FSI	Permissible	-	Utilized	--
11.	What is the Carpet area of the Flat?	:	1200 sq. ft. (Approx.)			
12.	Is it Posh / I Class / Medium / Ordinary?	:	Medium			
13.	Is it being used for Residential or Commercial Purpose?	:	Residential			
14.	Is it Owner Occupied or let out?	:	Self-Occupied			
15.	If rented, what is the monthly rent?	:	N.A.			

IV. MARKETABILITY

1.	How is the marketability?	:	Favorable
2.	What are the factors favoring for an extra Potential Value?	:	N.A.
3.	Any negative factors are observed which effect the market value in general?	:	No



PERFECT VALUER

RATE		
1.	After analyzing the comparable sale instances, value of such type of shop with same specifications in the adjoining locality? (Along with details / reference of atleast two latest deal / transactions with respect to adjacent properties in the areas)	: Rs. 3,300/- to Rs. 3,700/- per sq. ft.
2.	Assuming it is a new construction, what is the adopted lump sum rate of the shop under valuation after comparing with the specifications and other factors with the shop under comparison (given details).	: Rs. 3,500/- per sq. ft. on super area
3.	Break up for the rate	
	i) Building	: Rs. 1,300/- per sq. ft. (Depreciated rate)
	ii) Land + Others	: Rs. 2,200/- per sq. ft.

4. Guide Line Value

		Area	Rate (In Rs.)	Total Amount (In Rs.)
a)	Flat value	1862 sq. ft. Super area	Rs. 3,000/- per sq. ft.	Rs. 55,86,000/-

i) In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette Justification on variation has to be given.

For the reasons stated below:-

1. Market value of property is more than 20% of the circle rate.
2. Circle Rates (s) is/are fixed by The Revenue Deptt. of the Govt. for the purpose of Stamp Duty which is generally vary than market rates.
3. The market rate depends on demand & supply of the property in a particular area.

ii) Details of last two transactions in the locality/area to be provided, if available

As the 2 sale transactions in the locality are not available we are providing copies of property portal 99 acres. com or Magicbriks.com for assessing the nearby value in the particular area.
Radhik Prop. 9810477963

VI. COMPOSITE RATE ADOPTED AFTER DEPRECIATION

a. Depreciated building rate

Replacement cost of shop with Services	: Rs. 1,300/- per sq. ft. (Depreciated rate)
Age of the Building	: 8 years old
Life of the building estimated	: 57 Years
Total Life of the building	: 65 Years
Depreciation percentage assuming the salvage value as Nil	Nil
Depreciated Ratio of the Building --	: Nil

b. Total Composite Rate arrived for valuation

Depreciated building rate VI (a)	: Rs. 1,300/- per sq. ft. (Depreciated rate)
Rate for Land & Other V (3) ii	: Rs. 2,200/- per sq. ft.
Total Composite Rate	: Rs. 3,500/- per sq. ft.

PERFECT VALUER
 New Delhi
 Approved Valuer

PERFECT VALUER

DETAILS OF VALUATION:

Sr. No.	Description	Qty.	Depreciated flat rate (In sq. ft.)	Estimated value Rs.
1.	Present value of the flat	1862 sq. ft. Super area	Rs. 3,500/-	65,17,000/-
2.	Wardrobes			3,00,000/-
3.	Showcases			
4.	Kitchen Arrangements			
5.	Superfine finish			
6.	Interior Decorations			
7.	Electricity deposits / electrical fittings etc.			
8.	Extra collapsible gates / grill works etc.			
9.	Potential value, if any			
10.	Others			
	TOTAL			68,17,000/-
	SAY			68,00,000/-
	<u>Cost of construction (for Insurance Purpose)</u>			<u>27,00,000/-</u>

(Valuation: Here, the approved valuer should discuss in details his approach (Market Approach, Income Approach and Cost Approach) to valuation of property and indicate how the value has been arrived at, supported by necessary calculation. Also, such aspects as impending threat of acquisition by government for road widening / public service purposes, sub merging & applicability of CRZ provisions (Distance from sea-coast / tidal level must be incorporated) and their effect on i) Saleability ii) Likely rental value in future and iii) any likely income it may generate may be discussed).

Note : Valuation is given, considering current market scenario of pandemic Covid 19, due to which falling of market rate were seen at site . Also, no transactions, since last two months, were seen in market. Also, as per market study market rates are being affected and effect of the same will be seen in future which should be kept in mind before funding.



PERFECT VALUER

As a result of my appraisal and analysis it is my considered opinion that the present market value of the above property in the prevailing condition with aforesaid specifications is **Rs. 68,00,000/- (Rupees Sixty Eight Lac Only)**. The realizable value of the above property at 85% is **Rs. 58,00,000/- (Rupees Fifty Eight Lac Only)** and the distress value at 75% is **Rs. 51,00,000/- (Rupees Fifty One Lac Only)**.

FOR PERFECT VALUERS

Date: 03.12.2020

Place: New Delhi



(DAVINDER KATARIA)
(Govt. Regd. Valuer)
(Cat-I/717/Vol -II/06/2019-20)

(Name and official seal of the approved valuer)

The undersigned has inspected the property detailed in the Valuation report dated 03.12.2020 on 03.12.2020. We are satisfied that the fair and reasonable market value of the property is Rs. _____/- (Rupees _____ Lacs Only).

Signature

(Name of the Branch Manager)

Date: 03.12.2020



हरियाणा HARYANA

50AA 452902

4908
यहाँ पर लिखा जाता है कि वसीयत नाम नं. 4908
हो नं. जिल्द नं. सफा नं.
दिनांक 19/11/15 जिला गया है अतिरिक्त
मपसर नं. वही 19/11/15
जिल्द नं. दिनांक 19/11/15
पन्ना नं. में मरदा किया गया।

ATTESTED

1
Joint/Sub-Registrar
Tiloon Faridabad
16/8/21

4908



(Form-B)
(See Rules 4)

DEED OF APARTMENT

(Under Haryana Apartment Ownership Act, 1983)

Stamp Duty for Rs. 10/- vide Sr. No. 32227..... Dated 12/10/15

I Deepak Prashad Son of Shri Toklal Sharma, Resident of 5265, Sector-3, Ballabgarh, Faridabad 121004, Haryana, India, hereby declare that I am the first/present owner(s) of Apartment no. 0501 having a super area of 1862 Sq. Ft. alongwith right to use of car parking space in Group Housing Tower No. B-12 (hereinafter referred to as the "Apartment") in a building already constructed and called as Tower No. B-12 situated in SAVANA, RPS City, Sector - 88, Faridabad.

ATTESTED

Joint Sub Registrar
Tigson, Faridabad

6 AUG 2021

4908

दिनांक 19/10/2015

नाम	APARTMENT
सदर-तहसील	Tigaon
शहर	नहरपार
डीड संबंधी विवरण	
रजिस्ट्रेशन फीस की राशि 0.00 रुपये	स्टाम्प ड्यूटी की राशि 10.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: self

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 19/10/2015 दिन सोमवार समय 10:05:00AM बजे श्री/श्रीमती/कुमारी Deepak prashad पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Toklal sharma निवासी fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Deepak prashad

उप/संयुक्त पंजीयन अधिकारी
Tigaon

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी n k kaushik adv पुत्र/पुत्री/पत्नी श्री निवासी fbd व श्री/श्रीमती/कुमारी V P Nagar adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी fbd ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 19/10/2015

उप/संयुक्त पंजीयन अधिकारी
Tigaon

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / संयुक्त पंजीयन अधिकारी
Tigaon

Revenue Department Haryana

HARIS-EX

NIC-HSU

N. K

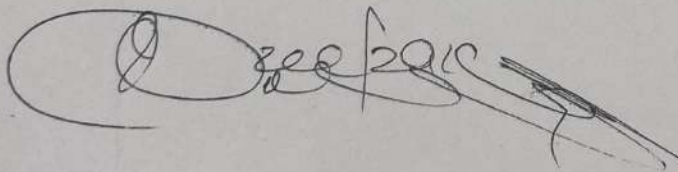
Distt. Court, Faridkot

ATTESTED

Joint Sub Registrar 16 AUG 2021

I derived title in the said apartment by a Conveyance Deed No. 4907
Dated 19/10/2015 between M/s RPS Infrastructure Limited, a company
registered under Companies Act, having its corporate office at 1117-1120, 11th
Floor, Tower - B, DLF Towers, Jasola District Centre, New Delhi - 110025 and
myself/ourselves, which inter-alia, also contained the contents of Deed of
Apartment as provided in Section 12 of Haryana Apartment Ownership Act, 1983
and which are being reproduced in this Deed of Apartment as well as under :

1. Description of Land/Postal address of the property
Apartment No. 0501
Tower No. B-12
SAVANA,
RPS City,
Sector - 88,
Faridabad
2. A Deed of Declaration has been registered vide registration no. 1881 Dated
24-06-2015 in the office of the Joint Sub-Registrar, Tigaon, Faridabad
under the Indian Registration Act by the promoter and true copy of the said
declaration has been filed in office of the Director General, Town and
Country Planning, Haryana at Chandigarh.
3. The above unit is to be used for residential purpose only.



ATTESTED
Joint Sub Registrar
Tigaon, Faridabad
16 AUG 2021

I/We hereby declare that I/we, my/our heirs, executors, administrators and assigns and the said apartment referred to in paragraph 1 of this declaration, shall hereafter be subject to the provisions of the Haryana Apartment Ownership Act, 1983 and all amendments thereof and I/we further declare that I/we shall comply strictly with the covenants, conditions and restriction set forth in the declaration and with the bye-laws forming part thereto, and attached thereto, as Exhibit-B and with the administrative rules, regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) and in the Deed of Apartment.

Solemnly affirm/sworn at the office of Joint Sub Registrar, Tigaon, Faridabad, aforesaid the Day of 19/10/2015.

Witnesses

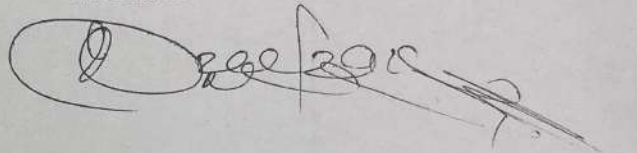
1.

N. K. Kaushik
Advocate
Distt. Court, Faridabad

2.

V. P. Nagar, Adv.
FBD.

Executant



ATTESTED
Joint Sub Registrar
Tigaon, Faridabad
16 AUG 2021

Year
2016

Book No.

1



पेशकर्ता



गवाह

पेशकर्ता

Deepak prashad

गवाह

n k kaushik adv

गवाह

V P Nagar adv

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,908 आज दिनांक 19/10/2015 को बही न: 1 जिल्द न: 1 के न: 142 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 42 के सख्या 22 से 24 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 19/10/2015

उप/संयुक्त पंजीन अधिकारी
Tigaon

ATTESTED
Joint Sub Registrar
Tigaon, Faridkot
16 AUG 2021



हरियाणा HARYANA

50AA 452935

4907
जिसका नाम है कि वसोका नाम है
जो न... जिला न... सपना न...
दिनांक 18/11/15 को देखा गया है और सही है
सुदर न... दिनांक 18/11/15
जिस न... में देखा गया है

ATTESTED

Joint Sub Registrar
Trop Faridabad
16/8/24

Stamp Vennat
12/12/2008
Court, Faridabad

रकम और
प्रदात हुआ

4907

CONVEYANCE DEED

Conveyance Deed for Rs. 53,46,916/-

Stamp Duty for Rs. 3,44,500/-

Stamp Receipt / Certificate issued by State Bank of India

Faridabad at Sr. No. 672045 Dated ..13/10/2015

[Handwritten signature]



1

ATTESTED

[Handwritten signature]
Joint Sub Registrar
Tigraon, Faridabad

For RPS Infrastructure Ltd.

[Handwritten signature]

Authorised Signatory

6 AUG 2021

दिनांक 19/10/2015

डीड संबंधी विवरण

CONVEYANCE OUTSIDE MC AREA

नहरपाल Tigaon

धन संबंधी विवरण

वित्त पर स्टाम्प ड्यूटी लगाई 5,346,916.00 रुपये
रजिस्ट्रार फीस की राशि 15,000.00 रुपये

स्टाम्प ड्यूटी की राशि 344,500.00 रुपये
पेस्टिंग शुल्क 3.00 रुपये

Registered By: self

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 19/10/2015 दिन सोमवार समय 10:04:00AM बजे श्री/श्रीमती/कुमारी M/s RPS Infra. Ltd. th पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी do निवासी fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For RPS Infrastructure Ltd.

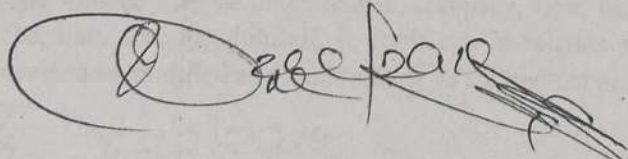
हस्ताक्षर प्रस्तुतकर्ता
Mukesh Kumar
Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी
Tigaon

श्री M/s RPS Infra. Ltd. th

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Deepak prashad क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी NK Kaushik adv पुत्र/पुत्री/पत्नी श्री निवासी fbd व श्री/श्रीमती/कुमारी VP Nagar adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी fbd ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 19/10/2015



उप/संयुक्त पंजीयन अधिकारी
Tigaon

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डोल दी गई है।

For RPS Infrastructure Ltd.

Mukesh Kumar
Authorised Signatory

उप / संयुक्त पंजीयन अधिकारी

Tigaon

Revenue Department Haryana

N. K. Kaushik

Distt. Court, Faridabad

HARIS-EX

ATTESTED

NIC-HSU

Joint Sub Registrar
Tigaon, Faridabad

16 AUG 2015

This conveyance Deed is made and executed at Faridabad on this 19th day of October, 2015,

By

M/s RPS Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its Registered office at 1117-1120, 11th Floor, Tower-'B', DLF Towers, Jasola District Centre, New Delhi-110025 through its authorized signatory Mr. Vinay Garg duly authorized vide board's resolution dated 09-Nov-2013 (hereinafter referred to as "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their successors, representatives, nominees and assigns of the First part.

In favour of

Shri Deepak Prashad Son of Shri Toklal Sharma, Resident of 5265, Sector-3, Ballabgarh, Faridabad 121004, Haryana, India, (hereinafter referred to as the "**Vendee**" which expression shall, unless repugnant to the context hereof mean and include his/their heirs, successors, legal representatives, executors and assigns) of the second part.

The Vendor and the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" as the context demands.

The Vendee may be male, female, company, firm, trust etc., the expressions 'he, him, she, her, himself, it, itself etc. in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

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ATTESTED

Joint Sub Registrar
Tigaon, Faridabad

For RPS Infrastructure Ltd.

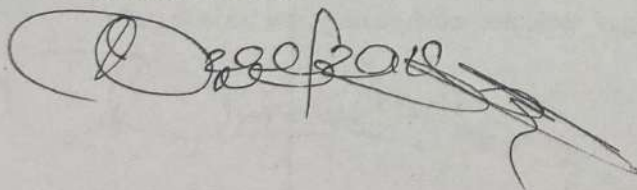
Vinay

Authorised Signatory

6 AUG 2015

WHEREAS:

- a. The Vendor has developed an **Multi Storied Residential Group Housing Colony Project**, over a piece and parcel of free hold land admeasuring 41 Acre (Approx) situated in revenue estate of villages- Kheri Kalan and Baselwa in Urban Estate Sector – 88, Faridabad, Haryana (hereinafter referred as "**Project Land**") named as "**SAVANA**" by entering into collaboration agreements with land owners which have obtained licenses no. 1029 of 2006, 1030 of 2006 and 1031 of 2006 for area admeasuring 49.018 acres, from the Director General, Town and Country Planning, Haryana at Chandigarh under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules, 1976 made thereunder (hereinafter referred as "**Colony/Complex/Project**").
- b. Pursuant to the said Collaboration Agreement the Collaborators/ Land Owners have executed General Power of Attorney in favour of the Vendor with absolute powers to deal with all acts, matters and things related with the said Colony scheme and the said project land including sale of flats and execution of sale deeds/conveyance deeds and any other deeds/agreements and to get the same registered in favour of Vendee and other prospective Buyers/Allottee;
- c. The Vendor, subsequently got transferred and conveyed entire right, title and interest appurtenant to the said Project Land in its favour vide sale deeds duly registered with the Sub Registrar, Faridabad and by virtue thereof, the Vendor absolutely seized and possessed of or otherwise well and sufficiently entitled to the said project land;
- d. The Vendor has allotted vide buyer agreement dated 27-09-2013 and has agreed to sell a **Residential Flat No. 0501 at 5th Floor in Tower No. B-12 measuring super area of 1862 Sq. Ft.** in the said scheme (hereinafter referred to as "**Flat/Unit/Apartment**") and the Vendee had entered into Flat Buyer's Agreement to purchase the same on the terms & conditions as stipulated and contained therein;



For RPS Infrastructure Ltd.

Vinay
Authorised Signatory

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Sub Registrar
Faridabad

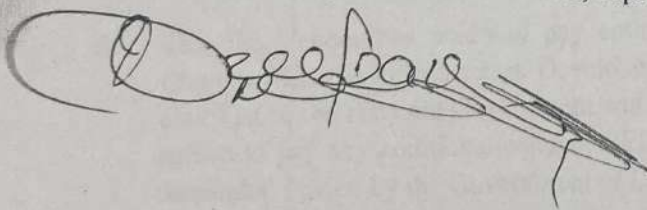
6 AUG 2021

The Vendor after having satisfied himself/herself/itself with the facts aforesaid and having inspected the relevant record relating to title of the land, the Licence and various approvals, has agreed to purchase the said Flat/Unit for the consideration and upon the terms and conditions stipulated in this Conveyance Deed and on the specific assurance that the Vendor is legally entitled and fully competent to sell the said Flat/Unit in the said Colony Scheme;

The Vendor pursuant to the aforesaid is desirous of executing this Conveyance Deed of the flat in favour of the Vendee.

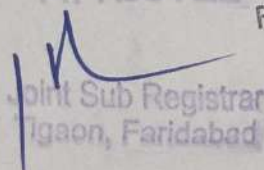
NOW THEREFORE THIS CONVEYANCE DEED WITNESSTH AS FOLLOWS:

1. That in lieu of the entire consideration having paid by the Vendee in the manner stated herein the Vendor hereby grants, conveys and transfers all its rights, title and interest in respect of **Residential Flat No. 0501 at 5th Floor in Tower No. B-12** having a **super area of 1862 Sq. Ft.** in aforesaid Group Housing Colony "SAVANA", RPS City, Sector-88, Faridabad, Tehsil Tigaon District Faridabad, Haryana, (which is situated in revenue estate of village Kheri Kalan) along with right to use **One Covered Car Park Space** and proportionate, undivided, impartible share in the land underneath the building in which the flat is located, together with proportionate right to use in the common areas and facilities including all ways, paths, passages, basements, and appurtenances whatsoever to the said flat to **HAVE, HOLD AND ENJOY UNTO THE VENDEE**, absolutely and forever.
2. That the super area of the flat includes covered area of the flat plus proportionate share under the common corridors, passages, staircases, electric /room(s), electric meter rooms, electric sub- station, lift wells, lift rooms, lift lobby, mumty, circulation areas, guard rooms, STP, plus any other common constructed areas not mentioned hereinabove etc. and the covered area of the flat, external walls, areas under balconies, cupboards etc

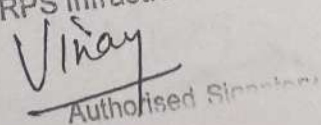


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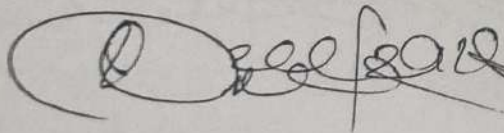

Joint Sub Registrar
Tigaon, Faridabad

For RPS Infrastructure Ltd.


Authorised Signatory

6 AUG 2021

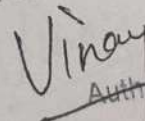
3. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the flat, it is made clear that it is only the covered area of the flat, to which the vendee shall have the exclusive right and the inclusion of the common areas in the computation of super area does not confer any exclusive title/right thereon the vendee.
4. That the vendee shall have no specific right in the land under the building except the undivided/ unpartable right in land proportionate to the area of the flat herein.
5. That the entire sale consideration of Rs. 53,46,916/- (Rs. Fifty Three Lacs Forty Six Thousand Nine Hundred Sixteen Only) as full and final settlement of the said Flat conveyed and transferred by the Vendor to the Vendee has been paid by the Vendee and received by the Vendor, receipt whereof, the Vendor doth hereby admit and acknowledge.
6. That the actual vacant physical possession of the said Flat has been handed over to the Vendee by the Vendor. The Vendee has thoroughly inspected the said Flat and is fully satisfied about the structure construction as well the materials used and the workmanship of construction of the said Flat and has also found all appliances and fixtures & fittings therein in good order and condition. The Vendee has taken physical possession along with fittings and fixtures installed in the Flat conveyed to him/her/them and the Vendee hereby acknowledge the same. As such, the Vendee shall not be entitled to raise any objection with regard to the same at any time. Any objection if raised by the Vendee later on shall not be tenable. Hereafter the Vendee himself shall be responsible to keep the flat in good and tangible position and condition.
7. That in case any property tax or any other taxes is levied by the Corporation or any authority on the flat/tower/building hereby conveyed to Vendee, it shall be paid by the Vendee individual in case of flat and proportionately in the case of Tower/Building.
8. That the Vendor has paid/will pay entire amount of External Development Charges (E.D.C.)/Infrastructure Development Charges (I.D.C). with respect to Unit/Flat to the Haryana Government and authority concerned. The Vendee has agreed to pay any additional/enhanced EDC/IDC and any other charges if it is demanded /levied by the Government or Local Authority in future.



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Joint Sub Registrar
Gurgaon, Faridabad

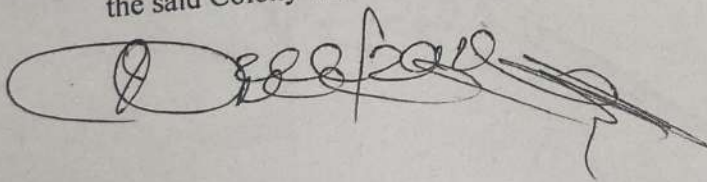
For RPS Infrastructure Ltd.


Authorised Signatory

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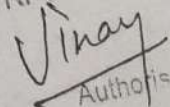
that the Vendor has assured the Vendee that the said Flat hereby sold conveyed and transferred in favour of the Vendee is free from encumbrances, sale, mortgage, gift attachment, and is not a subject matter of any dispute or litigation. In case any title defect or encumbrance is discovered, then the Vendor shall be liable for the same. It is also specifically recorded that the Vendee has also investigated the title of the Vendor in respect of the said property admit to be good and is satisfied about the same and that he shall not be entitled to make any further requisitions in respect thereof.

10. That the Vendee undertakes to enroll himself as a member of the Resident Welfare Association (RWA) on payment of necessary fee for membership and abide by its rules and regulations stipulated by the Association in future applicable from time to time.
11. That the Vendee hereby covenants and declares that he shall have no right of preemption by virtue of the sale of the flat in his favour and that the Vendor shall be entitled to transfer other flats to any other person without any objection and hindrance by or from the Vendee or any person claiming under him. The Vendee has full knowledge that other flats in the said Colony have already been allotted to others and shall be transferred to them in due course or have been transferred to them.
12. The Vendee shall abide by all the laws, bye-laws, rules and regulations of the Government / Local Authorities as also of the said RWA etc. relating to or applicable to the flat at the aforesaid colony.
13. The Vendee shall not claim proprietary rights in any part of the roads, artery roads and side walls, lawn areas, terrace areas, open to sky areas etc. or any other common areas, common amenities as the same shall continue to remain with the Vendor, as the said specific flat only is being conveyed to him and no other part of the said complex. However vendee shall have right to use of lawn area and terrace area exclusively provided for the use only with Ground floor units and First floor units respectively. That the Vendor alone shall be entitled to obtain the refund of various securities deposited by it during construction of the said Colony with various Government/Local authorities etc.



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For RPS Infrastructure Ltd.


Authorised Signatory

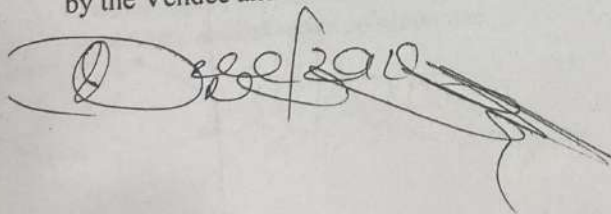
Joint Sub Registrar
Tigaon, Faridabad
16 AUG 2021

That the Vendee shall not commit or cause to be committed or allow to be committed any such act and deed that may fall in the definition of nuisance and impair the value of and utility of the tower and colony or cause any harm to the building.

That the Vendee shall use the flat only for the purpose of residence and shall not use for any purpose other than the residential purpose or for any illegal purpose.

That the Vendee shall not raise any extra construction in the flat or out side the flat conveyed to him and shall not put any hoarding or raise any obstruction in the common areas and common amenities and stair cases or lift etc whatsoever. Also, the Vendee shall not raise any construction in Lawn Area, Terrace Area, Open to sky areas in Pent – Houses or any other such area since such areas have been provided with restricted right to use only. That the Vendee shall not fix/install the air-conditioners/coolers at any place other than the space(s) provided for in the Colony or open them in the inside passages, common areas or in the staircase, and shall ensure that no water drips from any cooler/air-conditioners.

17. The Vendee himself shall be responsible for any damage to the building caused by the natural calamities like earthquake, floods and terrorist activities etc.
18. That all costs relating to the conveyance/sale deed like stamp duty registration fee and engrossing etc., whether present and/or future, are to be borne by the Vendee himself.
19. The provisions of the Haryana Apartment ownership Act, 1983 and other statutory laws wherever applicable, will be observed and complied with by the Vendee. The deed of apartment shall be executed by Vendee in pursuance of the said Act at his own expenses. It is mandatory for the Vendee to execute the Deed of Apartment at the office of Sub Registrar concerned.
20. That the said Group Housing Colony shall always be known as "SAVANA, RPS-City" and the said name shall never be changed by vendee and /or jointly by the Vendee and owners of the other flats in the Colony.



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ATTESTED

Joint Sub Registrar
Tigaon, Faridabad

For RPS Infrastructure Ltd.
Viney
Authorised Signatory

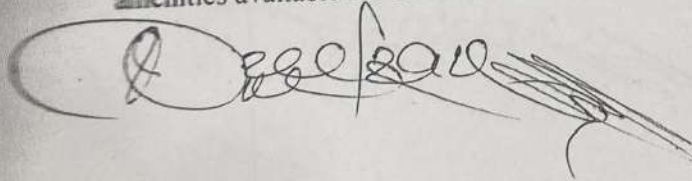
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The Vendor reserves all the rights to carry out further development upon the vacant land reserved and earmarked/set-aside for development and constructions of other Units/apartments/Towers and/or other services and facilities or for future expansion on said project land or on any other land adjoining the project. The Vendor shall be entitled to connect the electric, water, sanitary, power back up and drainage facilities on the additional construction, towers, structures raised with the existing facilities in the Colony. The residents of new construction shall be entitled to use all the facilities provided in the Colony. The vendee irrevocably consents to this. For all purposes the additional construction shall be considered as a part of the existing Colony Complex called by whatever name. All additional constructions shall entirely belong to the Vendor.

22. That except for the Unit/Flat/Apartment sold/conveyed/transferred herein and the necessary easementary rights pertaining thereto all the residuary right in the building and the Colony shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular flat(s) owners and/or handed over to any municipal or government authorities or the association of flat owners constituted under the Haryana apartment ownership Act as may be required.

23. That the vendee agrees to abide by all Laws, Bye-laws, Rules and Regulations of the Haryana State/central Government, the Local Bodies and conditions of License and bilateral agreement governing or relating to the Flat/scheme and shall be responsible /liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable. The vendee also agreed to abide by the terms of the Haryana Apartment Ownership Act 1983, as applicable from time to time.

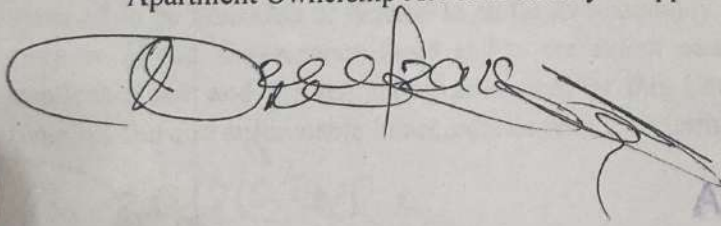
24. That the vendee shall not use the Flat or permit the same to be used for purpose other than residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about/around the said Flat which may tend to cause damage to any floor or ceiling or in any manner interfere with the use thereof or of space, passages or amenities available for common use.



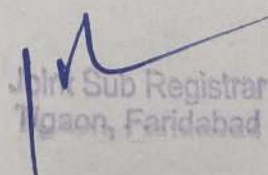
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For RPS Infrastructure Ltd
ATTESTED Vinay
Authorised Signatory
Joint Sub Registrar
Tgaon, Faridabad
6 AUG 2021

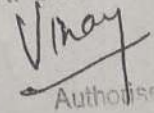
25. That the vendee shall keep the Flat in good and habitable condition and shall not make any additions/alterations in the Flat without permission from the Vendor and/or concerned authorities nor shall demolish any walls including load bearing walls, or causes damage to or nuisance in the flat or the scheme in any manner as may affect the safety to the structure of the building or of any installations. The vendee shall be liable for any losses, damages etc. as may be caused on account of breaches.
26. That the vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging/drying of clothes, etc. in the common areas and shall not change the façade/ aesthetics of the building, the colour scheme of the outer walls or painting or the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics;
27. The vendee shall neither sub divide the flat nor shall join the same with the adjoining flat.
28. That the Land under the Colony includes parcels earmarked for construction of flats for Economically Weaker Sections (EWS) and certain facilities like schools, shops, dispensary, club/community centre etc and the buildings constructed/to be constructed thereon. The vendee shall have no claim on such parcels of land in the Colony and /or the buildings thereon as these are not within the scope or purview of this Conveyance Deed in any manner whatsoever.
29. That the Vendor and /or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common area and facilities in the Colony/ Complex and the vendee hereby agrees to enter into separate Maintenance agreement with maintenance agency and pay maintenance charges, security deposit, contribution towards sinking /replacement fund etc. as may be demanded by the Maintenance agency or Vendor. The activities and responsibilities of maintenance shall be transferred and handed over to any Authority or a Body/Association of the Flat Owners in terms of the Haryana Apartment Ownership Act 1983 as may be applicable.



ATTESTED


Sub Registrar
Gurgaon, Faridabad

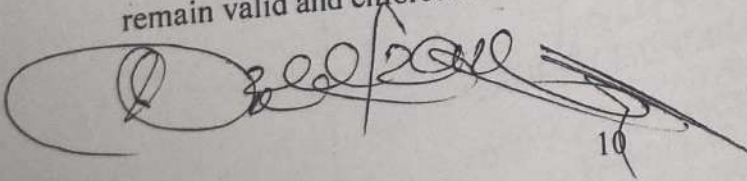
For RPS Infrastructure


Authorised Person

16 AUG 2020

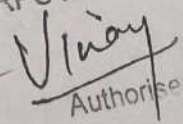
That the vendee shall be under obligation and is bound to execute a separate Maintenance Agreement with the Vendor and/or the Maintenance Agency, if not already executed, with regard to terms and condition of maintenance of the scheme and shall be bound by the rules & regulations of the Maintenance Agency. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of various services & facilities in the scheme and the charges payable by the vendee in respect thereof.

31. That the Vendor shall indemnify and keep indemnified the vendee from and against all demands, claim, losses that may be suffered by the vendee arising on account of any defect in the title of the Vendor to the Flat.
32. That the vendee shall be liable to pay property tax and rates, taxes, charges assessments, levies, etc. by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Flat irrespective of the fact that the vendee has or not been enjoying the benefit of the Flat. Till the Flat is individually assessed to property tax or any other charges as aforesaid by the authorities, the vendee shall be liable to pay to the Vendor on demands, such taxes/charges whether levied now or in future on the land/building of the scheme, proportionate to the area of the Flat;
33. That the vendee shall be entitled to get the Flat transferred and mutated in its own name(s) as owner in the revenue records or of any other concerned authority on the basis of this Conveyance Deed or its true copy. Also, the vendee shall be liable to get his name registered with Maintenance Agency and RWA. Further, if the vendee transfers the Flat to a third party then the transferee shall be bound by terms and conditions of this conveyance Deed and all other agreements, deeds, undertakings including but not limited to admin charges, NOC from RWA/Maintenance Agency, maintenance agreement executed between maintenance agency and vendee.
34. That if any of the provisions of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms;



ATTESTED

For RPS Infrastructure Ltd.


Authorised Signatory

Joint Sub Registrar
Tgaon, Faridabad

all costs or stamp duty, registration fee and other miscellaneous/incidental expenses on the execution and registration of this conveyance Deed have been borne and paid by the vendee.

SCHEDULE OF PROPERTY

Unit/Flat No. 0501 at 5th Floor in Tower No. B-12 having a super area of 1862 Sq. Ft along with right to use One Covered Car Park Space located in Group Housing Colony "SAVANA", RPS-City, Sector-88, Faridabad.

This Conveyance Deed is being presented for registration by Mr. Mukesh Kumar S/o Sh. Rattan Lal authorized by Board resolution dated 09-11-2013 at Joint Sub Registrar Office, Tigaon Faridabad, Haryana.

IN WITNESS WHEREOF the parties above named have affixed their signatures on this conveyance deed on the day, month and year as first above written in the presence of witnesses

VENDOR
For RPS INFRASTRUCTURE LTD.

For RPS Infrastructure Ltd.

Vinay
(Authorized Signatory)
AUTHORISED SIGNATORY

Witness:
1.

N. K. Kaushik
Advocate
Distt. Court Faridabad

2

V. P. Nagar, Adv.
F.R.D.

[Signature]
VENDEE

GAURAV MENDIRATTA
ADVOCATE
DISTT. COURT SECTOR-12
FARIDABAD
(M) 9873300061

ATTESTED

[Signature]
Joint Sub Registrar
Tigaon, Faridabad

6 AUG 2014