

KUNWAR SURENDER SINGH
M.A., LL.M. Advocate
Chamber No. 325, 3rd. Floor
Lawyers Chambers Building
Sector-12, Faridabad, (HR)-121007.
Enrolment No. P-198/1999

Ref. No.

Office Cum-Residence
B-MCF-142, Arya Nagar
Mohna Road, Ballabgarh
Faridabad (HR)-121004.
M. No. 09810982380.

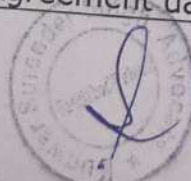
Date: 03-12-2020

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.
(A)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
(B)	Name of the Borrower	M/S SUPER QUALITY IMPEX.
(C)	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mr. Deepak Prashad & Mr. Ganesh Prasad Sons of Mr. Tok Lal Sharma.
2.	Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	INDIVIDUAL/ CO- BORROWERS
(A)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	AS BORROWER/ GUARANTORS
(B)	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Residential Unit No. D-62-SF, Second Floor, Super Built up Area Measuring 1400 Square Feet, constructed over Plot No. F-172, (Old Plot No. D-62), Plot Area Measuring 270 Square Yards in the Residential Colony Namely "RPS PALMS", RPS City, situated at Village Baselwa, Sector-88, Faridabad, Haryana.
(A)	Survey No.	(Herein after called as Scheduled Property).
(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	
3.	Particulars of the documents scrutinized-serially and chronologically:-	
(A)	1. Original Buyer's Agreement dated 26-02-2011.	



	<p>2. Original Allotment Letter dated 03-03-2011.</p> <p>3. Original Possession Certificate of the Scheduled Property.</p> <p>4. Original Conveyance Deed No.7131, dated 27-12-2017.</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 4) in SBI, SME Branch NIT Faridabad.
5.A	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.).	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.
(i)		
(ii)	Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	N.A.
6.	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?	No.
(A)		
(B)	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	N.A.
(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.



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 No. D-62-SF, Second Floor, Super Built up Area Measuring 1400 Square Feet, constructed over Plot No. F-172, (Old Plot No. D-62), Plot Area Measuring 270 Square Yards in the Residential Colony Namely "RPS PALMS", RPS City, situated at Village Baselwa, Sector-88, Faridabad, Haryana and on examination I found that the land regarding above said site area measuring 19.98 Acres is the forming part of Land comprising in Rect. No. 31, Killa No. 18(8-0), 2(8-0), 3(8-0), 4(8-0), 7(8-0), 8(8-0), 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0), 21/2(2-17), 20/2(6-13), 21/1(2-10), 20/1(1-17), 21/3(2-13), 14(6-18), 17(4-12), 24(1-17) Total Land Measuring 117 Kanal 7 Marla, Rect. No. 32, Killa No. 15(8-0), 16(8-0), 25(8-0), Total Land Measuring 24 Kanal 0 Marla and Rect. No. 44, Killa No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), Total Land Measuring 18 Kanal 10 Marla, Grand Total= 159 Kanal 17 Marlas ie. 19.98 Acres (117 Kanal 17 Marla + 24 Kanal 00 Marla, 18 Kanal 10 Marla), situated within the Revenue Estate of Village Baselwa, Tehsil & District Faridabad, Haryana, which is as per demarcation plan and License issued by Director Town & Country Planning Haryana, vide License No. 8 of



2010, dated 19-01-2010. 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. According to the Revenue Record of the Revenue Estate of Village Baselwa, Tehsil & District Faridabad, Haryana M/s RPS Associates purchased a part of Land Measuring 19.98 Acres in the Revenue Estate of Village Baselwa, with a view of developing a Group Housing Residential Project known as "RPS PALMS" and obtained the License bearing No. 8 of 2010, from the Director Town & Country Planning Haryana, vide its Letter dated 19-01-2010, for Developing the Group Housing Floor sets in residential Project known as "RPS PALMS", in Sector- 88 Faridabad, Haryana. 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 in the following Land:

The Land comprising in Rect. No. 31, Killa No. 18(8-0), 2(8-0), 3(8-0), 4(8-0), 7(8-0), 8(8-0), 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0), 21/2(2-17), 20/2(6-13), 21/1(2-10), 20/1(1-17), 21/3(2-13), 14(6-18), 17(4-12), 24(1-17) Total Land Measuring 117 Kanals 7 Marla, in the Revenue Estate of Village Baselwa, Faridabad, Haryana.

The Land comprising in Rect. No. 32, Killa No. 15(8-0), 16(8-0), 25(8-0), Total Land Measuring 24 Kanal 0 Marla, in the Revenue Estate of Village Baselwa, Faridabad, Haryana.

The Land comprising in Rect. No. 44, Killa No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), Total Land Measuring 18 Kanal 10 Marla, in the Revenue Estate of Village Baselwa, Faridabad, Haryana.

In this way Total Land becomes= (117 Kanal 17 Marla + 24 Kanal 00 Marla, 18 Kanal 10 Marla)= 159 Kanal 17 Marlas ie. 19.98 Acres situated within the Revenue Estate of Village Baselwa, Faridabad, Haryana.

As per record M/s Arizona Developers Pvt. Ltd. purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 504, Khata No. 624, Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 23(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad through Sale deed executed by Smt. Maya Devi widow, Deepak-Neeraj sons and Mamta daughter of Late Sh Kartar Singh in its favour registered in the office of Sub Registrar Faridabad on dated 12-01-2006, vide document No. 15981. Mutation of the same was also recorded as Mutation No. 4580, duly sanctioned by A.C.Grade-II Faridabad. Smt. Maya Devi widow, Deepak- Neeraj sons and Mamta daughter of Late Sh Kartar Singh acquired the property in heritage from Kartar Singh vide mutation of Virasat No. 4209. Sh Prem Chand-



Pratap Singh -Kartar Singh -Mahipal Singh-Shri Pal Singh sons of Birbal was owner of the measuring 40 kanals, forming part of Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 23(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad. After the death of Sh Kartar Singh Smt. Maya Devi widow, Deepak- Neeraj sons and Mamta daughter have inherited his rights of the property in Virasat.

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 12 Kanals 16 Marla out of Khewat No. 479, 480, Khata No. 595, 596, Rect. No. 44, Kila No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), 9/1(3-7), Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24(1-17) and Khewat No. 555, Khata No. 666, Rect. No. 31, Kila No. 18(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad, through Sale deed executed by Sh. Balwant Singh and Sh. Uday Pal in its favour registered in the office of Sub Registrar Faridabad on dated 28-12-2005, Vide document No. 14880. Mutation of the same was also recorded as Mutation No. 4560, duly sanctioned by A.C.Grade-II Faridabad. Sh. Balwant Singh and Sh. Uday Pal S/o Sh Kishore Singh was owner and in possession of the said land by virtue of Jamabandi of 1992-93, 1997-98, 2002-2003.

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 12 Kanals 7 Marla out of Khewat No. 479, Khata No. 595, Rect. No. 44, Kila No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), Khewat NO. 480, Khata No. 597, Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24(1-17) and Khewat No. 495, Khata No. 615, Rect. No. 31, Kila No. 18(8-0) situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Kumer Singh and Sh. Uday Pal in its favour, registered in the office of Sub Registrar Faridabad on dated 14-11-2005, Vide document No. 12305. Mutation of the same was also recorded as Mutation No. 4528, duly sanctioned by A.C.Grade-II Faridabad. Sh Kumer Singh has acquired the above said land from Sh Jagan Nath and Madan Lal, through sale deed doc No. 3338 dated 0-06-2005 and mutation no. 4356. Sh Kumer Singh was already in possession of the afore said land as per Jamabandi of 1997-98, 2002-2003.

M/s Arizona Developers Pvt. Ltd. purchased the land measuring 5 Kanals 15 Marla out of Khewat No. 540, Khata No. 647, 648, Rect. No. 44, Kila No. 9/1(3-7), Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24 (1-17) situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Kumer Singh, registered document No.1473 dated 26 -04-2006 which is duly registered in the office of Sub Registrar Faridabad Mutation to this effect was recorded as Mutation No. 4722 duly sanctioned by A.C. Grade-II Faridabad. Sh Kumer Singh has acquired the above said land from Sh Jagannath and Sh Madan Lal by virtue of Sale Deed doc No. 3338 dated 3-6-2005



and vide mutation No. 4356. Sh Jagannath and Sh Madan Lal was already owner of the aforesaid land to the extent of half share by virtue of Jamabandi 1992-93. While Asha Ram, Jagan Nath and Madan Lal was also the Lessee of the of the Rect. No. 44, Kila No. 9/1(3-7) and they have became owner and in possession by virtue of Cancellation of lease hold rights vide mutation No. 4355. Balwant Singh-Balbir Singh -Kumer Singh-Udaiy Pal Singh Smt Mehko Devi - Sumitra Devi-Koshlya Devi and Smt Bhuri was lessee of the Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24 (1-17). Smt Mehko Devi -Sumitra Devi sold out their lease hold rights in favour of Sh Rajesh Kumar vide sale deed doc No. 4683 dated 21-7-2004 vide mutation No. 4230. Sh Rajesh Kumar sold out his lease hold rights of the property in favour of M/s Arizona Developers Pvt. Ltd vide lease deed doc No. 1472 dated 26-4-2006. In this way M/s Arizona Developers Pvt. Ltd has become owner and in possession of the aforesaid land.

M/s Guiding Force Developers Pvt. Ltd purchased the land measuring 3 Kanals 15 Marla out of Khewat No. 479, Khata No. 595, Rect. No. 44, Kila No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), Khewat No. 555, Khata No. 666, Rect. No. 31, Kila No. 18(8-0) situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad, vide Sale deed executed by Sh. Bijender Singh @ Vijay Singh- Shyam Singh-Sushil Kumar sons of Sh Balbir Singh and Smt Suresh widow and Yogesh Kumar son of Late Sh Amar Singh, registered vide document No. 14882 dated 28-12-2005, which is duly registered in the office of Sub Registrar Faridabad. Amar Singh -Sh. Bijender Singh @ Vijay Singh- Shyam Singh-Sushil Kumar sons of Sh Balbir Singh are owner of the land as per Jamabandi of 1997-98 and 2002-03. Smt Suresh widow and Yogesh Kumar son of Late Sh Amar Singh have acquired the land in heritance vide mutation of virasat No. 4567 after the death of Sh Amar Singh.

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 478, Khata No. 573, Rect. No. 31, Kila No. 7(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad, vide Sale deed is executed by Sh. Bijender Singh registered document No.1450 dated 23-12-2005, which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded in revenue record vide mutation No. 4562. Bijender Singh was owner and in possession of the afore said land by virtue of Jamabandi 1997-98 and 2002-2003 and by virtue of Deed Tark Kashtnama registered as Doc No. 11546 dated 28-10-2005 mutation no. 4928..

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 1 Kanals 19 Marla out of Khewat No. 480, Khata No. 595, 596, Rect. No. 44, 9/1(3-7), Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24(1-17) situated within the revenue estate of Baselwa, Tehsil & Distt.



Faridabad vide Sale deed executed by Sh. Bijender Singh @ Vijay Singh- Shyam Singh-Sushil Kumar Smt Memwati-Smt Mohan@Motan and Smt Rajwati and Smt Suresh widow and Yogesh Kumar son of Late Sh Amar Singh,, registered as document No. 14881, dated 28-12-2005 which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded as mutation No. 4569. As per Jamabandi of 1992-93, 1997-98, 2002-2003. Sh Amiar Singh, Sh. Bijender Singh @ Vijay Singh- Shyam Singh-Sushil Kumar, Smt Memwati-Smt Mohan@Motan and Smt Rajwati was owner of 1/8 share of the afore said land. Smt Suresh widow and Yogesh Kumar son of Late Sh Amar Singh have acquired the land inheritance after the death of Amar. The lease hold rights of Rect. No. 44, 9/1(3-7), were acquired by Sh Asha Ram -Jagan Nath and Madan Lal. And Balwant Singh-Balbir Singh-Kumer Singh- Udaipal Singh Smt. Mehko Devi - Sumitra Devi-Koshalya -Smt Bhuri was lessee of Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24(1-17). Rights of Smt Bhuri was acquired by Sh Balbir Singh -Balwant Singh-Kumer Singh-Udaipal Singh and Smt Mehko Devi-Sunita-Koshlya in heritance after the death of Smt Bhuri vide mutation No. 4229. Smt Mehko Devi -Sumitra Devi-Koshalya sold out their rights in favour of Sh Rajesh Kumar, vide document No. 4683, dated 21-7-2004 and mutation 4230. Balwant Singh-Sh Udaipal Singh sold out his lease hold rights in favour of M/s Guiding Force Developers Pvt. Ltd vide lease Deed doc No. 14879 dated 28-12-2005 vide mutation no.4559. After the death of Balbir Singh his lease hold rights in above land was aquired by Sh Amiar Singh, Sh. Bijender Singh @ Vijay Singh- Shyam Singh-Sushil Kumar, Smt Memwati-Smt Mohan@Motan and Smt Rajwati. They have sold out their lease hold rights of the property in favour of M/s Guiding Force Developers Pvt. Ltd vide lease Deed doc No. 14881 dated 28-12-2005. Kumer singh also sold out his lease hold rights of the property in favour of M/s Guiding Force Developers Pvt. Ltd. In this way M/s Guiding Force Developers Pvt. Ltd has become owner and in possession of the afore said land.

M/s Guiding Force Developers Pvt. Ltd. purchased land measuring 8 Kanals 0 Marla out of Khewat No. 459, Khata No. 552, Rect. No. 31, Kila No. 4(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed is executed by Sh. Bijender Singh Sh Rakesh, Sh Rajesh sons of Sh Bir Singh, registered document No. 13086 dated 25-11-2005, which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded in revenue record vide mutation No. 4530. Sh. Bijender Singh Sh Rakesh, Sh Rajesh sons of Sh Bir Singh have acquired the land in heritance vide mutation No. 4017, after the death of Sh Bir Singh. Sh Bir Singh was owner and in possession of the afore said land as per Jamabandi of 1997-98, 2002-2003.

M/s Arizona Developers Pvt. Ltd. purchased the land measuring 3



Kanals 2 Marla out of Khewat / Khata No. 539/646, Rect. No. 44, Kila No. 2(8-0), 3(6-17), 4(0-0), 8(3-13), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed is executed by Sh. Pawan Kumar and Madan Singh and Kamal Singh, registered as document No. 16690 dated 25-01-2006 which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded vide mutation No. 4630. Sh. Pawan Kumar and Madan Singh and Kamal Singh had purchased the afore said land from Sh Asha Ram by virtue of Sale deed registered as doc No. 12407 dated 16-11-2005 and by Mutation No. 4508.

M/s Immense Builders Pvt. Ltd. purchased the land measuring 16 Kanals 0 Marla out of Khewat No. 155, Khata No. 184, Rect. No. 31, Kila No. 21/2(2-17), 20/2(6-3), 21/1(2-10), and Khewat No. 155, Khata No. 512, Rect. No. 31, Kila No. 20/1(1-17), 21/3(2-13), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Jile Singh -Hari Singh @ Om Prakash- Shyam Singh Noraj Singh sons of Kallu Singh and Vedpal son of Sh Sher Singh and Satya Pal Son Sh Pritam Singh and Ektara Singh @Gajraj Singh- Noor Singh@ Mahender Singh- Gopal Singh, JeetSingh sons of Nain Singh as document No. 12148 dated 17-10-2006 which is duly registered in the office of Sub Registrar Faridabad. The mutation to this effect was recorded as Mutation No. 4948. Sh. Jile Singh -Hari Singh @ Om Prakash- Shyam Singh Noraj Singh sons of Kallu Singh and Vedpal son of Sh Sher Singh and Satya Pal Son Sh Pritam Singh and Ektara Singh @Gajraj Singh- Noor Singh@ Mahender Singh- Gopal Singh, JeetSingh sons of Nain Singh was owner and in possession of the land as per Jamabandi of 1997-98 and 2002-2003.

M/s Arizona Developers Pvt. Ltd. purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 504, Khata No. 624, Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Anand -Lalit-Pradeep-Vikas-Vivek sons and Smt RajRani widow of Sh Pratap Singh son of Birbal as document No. 15983 dated 12-01-2006 which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded as Mutation No. 4579. Sh. Anand -Lalit-Pradeep-Vikas-Vivek sons and Smt Raj Rani widow of Sh Pratap Singh son of Birbal have acquired the land by virtue of Mutation of Virasat No. 4208. Previously Sh Birbal was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 24 Kanals 0 Marla out of Khewat No. 570, Khata No. 681, Rect. No. 32, Kila No. 15(8-0), 16(8-0), 25(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Rakesh Bhati as document No. 14487 dated 23-12-2005 which



is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded as Mutation No. 4563. Sh. Rakesh Bhati was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Guiding Force Developers Pvt. Ltd. purchased the land measuring 16 Kanals 0 Marla out of Khewat No. 152, 460, Khata No. 181, 553, Rect. No. 31, Kila No. 2(8-0), 3(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed is executed by Sh. Rajesh Bhati vide document No. 13173 dated 28-11-2005 which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded as mutation No. 4529. Sh. Rajesh Bhati was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Guiding Force Developers Pvt. Ltd purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 461, Khata No. 554, Rect. No. 31, Kila No. 8(8-0), situated within the Revenue Estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Smt. Shashi Bhati W/o Rajesh Bhati vide document no.13172 dated 28-11-2005, which is duly registered in the office of Sub Registrar Faridabad. Mutation to this effect was recorded as Mutation No 4527. Smt. Shashi Bhati W/o Rajesh Bhati had purchased the land vide sale deed dated 02-09-2005.

M/s Guiding Force Developers Pvt. Ltd purchased the land measuring 24 Kanals 0 Marla out of Khewat No. 570, Khata No. 681, Rect. No. 32, Kila No. 15(8-0), 16(8-0), 25(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Sh. Rakesh Bhati vide document No. 14487 dated 23-12-2005 which is duly registered in the office of Sub Registrar Faridabad.

M/s Arizona Developers Pvt Ltd purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 504, Khata No. 624, Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed is executed by Shri Pal Singh vide document No. 15980 dated 12-01-2006 which is duly registered in the office of Sub Registrar Faridabad Mutation to this effect was recorded as Mutation No 4577. Shri Pal Singh was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Arizona Developers Pvt Ltd purchased the land measuring 8 Kanals 0 Marla out of Khewat No. 504, Khata No. 624, Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed is executed by Mahi Pal S/o Sh Birbal vide document No. 16039 dated 12-1-2006 which is duly registered in the office of Sub Registrar Faridabad Mutation to this effect was recorded as Mutation No 4578.



Mahi Pal Singh Singh was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Arizona Developers Pvt Ltd purchased the land measuring 4 Kanals 16 Marla out of Khewat No. 540, Khata No. 647,648 Rect. No. 31, Kila No. 14(6-18), 17(4-12), 24(1-17), situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Asha Nand@Ahsa Ram S/o Jeta Ram vide document No. 1229 dated 24-4-2006 which is duly registered in the office of Sub Registrar Faridabad Mutation to this effect was recorded as Mutation No 4720. by Asha Nand@Ahsa Ram S/o Jeta Ram was owner and in possession of the afore said land as per Jamabandi of 1997-98 and 2002-2003.

M/s Arizona Developers Pvt Ltd purchased the land measuring 4 Kanals 16 Marla out of Khewat No. 504, Khata No. 624, Rect. No. 31, Kila No. 12(8-0), 13(8-0), 19(8-0), 22(8-0), 23(8-0),, situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad vide Sale deed executed by Jaidev S/o Prem Chand vide document No. 15982 dated 12-01-4-2006 which is duly registered in the office of Sub Registrar Faridabad Mutation to this effect was recorded as Mutation No 4582.

M/s Arizona Developers Pvt. Ltd and M/s Guiding Force Developers Pvt. Ltd executed Collaboration Agreement on 14-5-2008 with M/s RPS Infrastructure Limited of the land measuring 22.762 Acres situated in Village Baselwa Tehsil and Dsitric Faridabad to develop the land for residential colony M/s Arizona Developers Pvt. Ltd. executed General Power of Attorney in favour of M/s RPS Infrastructure Limited regarding the land measuring 6.537 Acres situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad registered as document No. 311 dated 23-05-2008 which is duly registered in the office of Sub Registrar Faridabad. M/s Guiding Force Developers Pvt. also executed General Power of Attorney in favour of M/s RPS Infrastructure Limited regarding the land measuring 16.225 Acres situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad registered as document No. 310 dated 23-05-2008 which is duly registered in the office of Sub Registrar Faridabad. M/s Immense Builders Pvt. Ltd. executed Collaboration Agreement on 14-05-2008 with M/s RPS Infrastructure Limited of the land measuring 02 Acres situated in Village Baselwa Tehsil and Dsitric Faridabad to develop the land for residential colony M/s Immense Builders Pvt. Ltd. executed General Power of Attorney in favour of M/s RPS Infrastructure Limited regarding the land measuring 02 Acres situated within the revenue estate of Baselwa, Tehsil & Distt. Faridabad registered as document No. 796 dated 24-11-2010 which is duly registered in the office of Sub Registrar Faridabad .Further M/s RPS Infrastructure Limited had obtained License of the above mentioned land from the Director, Town and Country Planning Haryana for the residential Plotted Colony vide



License no. 8, dated 19-01-2010. The afore said total land measuring 19.98 Acres situated at village Baselwa Tehsil and District Faridabad now comes in Sector-88, Faridabad. Zoning Plan of the residential allotted Colony has been approved vide letter dated 31-5-2010 issued by The District Town Planner Chandigarh. It is concluded that M/s RPS Infrastructure Limited has clear right to develop the aforesaid land known as RPS - PALMS by virtue of development agreement dated 14-5-2008 and Power of Attorney dated 23-05-2008 and 24-11-2010. The Plot No. C-86 has been constructed & Occupation Certificate of the same was also issued by the STP cum Chairman Building Composition Committee, Faridabad on dated 09-06-2015, vide Letter Memo No. STP(FBD)OC/2015-2641.

M/s RPS Infrastructure Ltd. Allotted Residential Unit No. D-62-SF, Second Floor, Super Built up Area Measuring 1400 Square Feet, constructed over Plot No. F-172, (Old Plot No. D-62), Plot Area Measuring 270 Square Yards in the Residential Colony Namely "RPS PALMS", RPS City, situated at Village Baselwa, Sector-88, Faridabad, Haryana ie. the Scheduled Property Mr. Deepak Prashad & Mr. Ganesh Prasad, through Allotment Letter dated 03-03-2011 & entered into Buyer's Agreement of the same on dated 26-02-2011. Thereafter M/s RPS Infrastructure Ltd. executed the Conveyance Deed of the Scheduled Property in the name of above said Mr. Deepak Prashad & Mr. Ganesh Prasad on dated 27-12-2017, Registered in the Office of S.R. Faridabad same day, vide Document No. 7131 & Possession of the same was handed over them, vide separate Possession Letter. Mr. Deepak Prashad & Mr. Ganesh Prasad have mortgaged the scheduled property with SBI, SME Branch NIT Faridabad. The Mortgagers be directed to submit latest Utility Bills of the Scheduled Property in their own names.

According to above mentioned documents Mr. Deepak Prashad & Mr. Ganesh Prasad are the absolute owners and in Possession of the Scheduled Property and they have to furnish a duly attested affidavit by stating that they are absolute owners and in Possession of the Scheduled Property, which is free from all encumbrances and charges



	whatsoever, except the Charges of SBI SME 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 applicants Mr. Deepak Prashad & Mr. Ganesh Prasad have 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 mortgage by Sub- Lessee also.	N.A.
(E)	Whether the leasehold rights permits for the creation of any superstructure (if Applicable)?	N.A.
(F)	Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	No.
	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.
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 mortgage;	N.A.
(H)	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	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.
(A)		
(B)	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
(C)	Whether the partition made is valid in law and the mortgagor has acquired a 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 parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained).	N.A.
17.	Whether the property is subject to any	No.
(A)	wakf rights?	
(B)	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
(C)	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	Where the property is a HUF/joint	No.
(A)	family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in Execution, minor's share if any, rights of female members etc.	
(B)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	Whether the property belongs to any	NO.
(A)	trust or is subject to the rights of any trust?	
(B)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
(C)	If so additional precautions/	N.A.



	permissions to be obtained for creation of valid Mortgage?	
(D)	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20. (A)	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No.
(B)	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
(C)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.).	NO.
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 Mortgagers.
(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	No.



	the deed is properly registered.	
(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. 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)	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.
(ii)	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.
(iii)	If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied?	N.A.
(iv)		
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)	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	No.
(B)		



	document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
(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 certified copy of POA is available and the same has been verified/compared with the original POA.	No.
(E)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	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	No.

