

TITLE INVESTIGATION REPORT

For Project

“M2K OLIVE GREENS”

Affordable Residential Plotted Colony to be known as
“M2K OLIVE GREENS”, Sector-104, situated in the
revenue estate of village Dhanwapur, Tehsil Kadipur,
District Gurugram, Haryana.

KOMAL KHANDELWAL
ADVOCATE
Enrollment No. D/4251/2014

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Ref. No. SBI/2023/HLST/002

Dated

“Annexure-B” Report of Investigation of Title in respect of immovable Property
(All columns/items are to be completed/commented by the Advocate)

1	A	Name of the Branch/ Business Unit/Office seeking opinion.	STATE BANK OF INDIA, HLST, GURUGRAM, HARYANA
	B	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref. No. Nil
	C	Name of the Borrower.	Prospective Purchaser/s of Residential Plots to be carved in the Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres, situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana.
2	A	Type of Loan	Home-Loan
	B	Type of property	Residential Plots
3	A	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective Purchaser/s of Residential Plots to be carved in the Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres, situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana.
	B	Constitution of the unit / concern /Person / body authority offering the property for creation of charge.	Individual(s)
	C	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Applicant(s)
4	A	Value of Loan (Rs. in Lacs)	As per Sanction Letter
5		Complete or full description of the immovable property (ies) offered as security including the following details.	Residential Plots to be allotted in the Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres comprised in Rectangle

			No. 51 Killa No. 21/1/2/1, 21/1/2/3/1 min (0-11-0), Rectangle No. 44 Killa No. 24(7-11-0), 25/1 min (3-3-6), Rectangle No. 52, Killa No.5/1 min (4-9-4), 15/3 min (2-19-1), 16/1 (3-12), 25/1/1 min (1-3-2), Rectangle No. 52 Killa No. 5/2 min (1-3-3), 6 min (6-11-3), 7/1(1-8-0), 15/2(4-3-0), 16/2(4-8-0), 25/1/2 min (2-5-4), 4(8-0-0), 7/2/1(0-7-0), 14/2/2(0-12-0), 17/1/1(0-12-0), 24/1/2(0-6-0), Rectangle No. 44 Killa No. 23(8-0-0), 18/2(4-0-0), 22/2(5-12-0), Rectangle No. 52 Killa No. 2/2(5-12-0), 3(8-0-0), 14/1(2-12-0), 17/2(2-12-0), 8(8-0-0), 13(8-0-0), 18 min (7-8-4), situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana
	A	Survey No.	Nil
	B	Door/House no. (in case of house property)	Residential Plots allotted as per Allotment Letter/ Buyer's Agreement
	C	Extent/ area including plinth/ built up area in case of house property	Area of the Plots as per Allotment Letter/ Buyer's Agreement
	D	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Affordable Residential Plotted Colony to be known as "M2K Olive Greens", to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres, situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana
6	A	Particulars of the documents scrutinized-serially and chronologically.	<ol style="list-style-type: none"> 1. Jamabandi for Village Dhanwapur for year 2005-2006. 2. Jamabandi for Village Dhanwapur for year 2010-2011. 3. Jamabandi for Village Dhanwapur for year 2015-2016. 4. Jamabandi for Village Dhanwapur for year 2020-2021. 5. Sale Deed dated 15/12/2010 vide Vasika No. 26047. 6. Sale Deed dated 15/12/2010 vide Vasika No. 26048

7. Sale Deed dated 15/12/2010 vide Vasika No. 26051.
8. Mutation No. 3456
9. Mutation No. 3882
10. Mutation No. 3883
11. Mutation No. 3884
12. Letter of Intent dated 01/09/2021 vide Memo no. LC-4227/JE(DS)/2020/21810.
13. License No. 174 of 2022 dated 21/10/2022 vide Memo no. LC-4227-JE (RK)-2022/32654 dated 21/10/2022 which is valid up to 20/10/2027.
14. Layout Plan Approval dated 28/10/2022 vide Drawing No. 8705.
15. Demarcation Plan dated 16/12/2022.
16. Forest NOC dated 26/04/2013 vide Memo No. 384
17. Assurance for Sewerage Connection dated 04/11/2022 vide Memo No. GMDA/SEW/2022/1223.
18. Assurance for Storm Water dated 03/11/2022 vide Memo No. GMDA/Drainage/2022/1750
19. Assurance of providing drinking Water dated 04/11/2022 vide Memo No. EE (Proj)/GMDA/2022/698.
20. Power Assurance NOC dated 17/11/2022 vide Memo No. CH. 57/Drg. PLC.
21. Pollution NOC dated 02/12/2022.
22. Haryana RERA Registration Certificate No. 128 of 2022 dated 23/12/2022 vide Memo

				no. HRERA(Reg.)653/385/2022/1 28.	
	B	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.			
		Date	Name / Nature of document	Original/ certified copy/ certified extract/ original etc.	In case of copies, whether the original was scrutinized by the advocate.
	Yes, Original and Certified Copies of above documents seen and verified				
7	A	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)			NA
	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).			NA
8	A	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			No procedure laid down for online verification.
	B	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			NA
	C	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			NA
	D	Whether proper registration of documents completed. Details thereof to be provided.			Conveyance Deed to be executed and registered in favor of Prospective Purchaser/s
9	A	Property offered as security falls within the jurisdiction of which sub-registrar office?			Sub-Registrar, Kadipur, Gurugram, Haryana
	B	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub- registrar/ district registrar/ registrar- general. If so, please name all			No

		such offices?	
	C	Whether search has been made at all the offices named at (b) above?	Yes
	D	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10	A	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Full details mentioned in the Schedule "I" attached herewith.
	B	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No
	C	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NA
11	A	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Full ownership rights on and after execution of Conveyance Deed in favor of Borrowers
	1.	If Ownership Rights,	Yes
	A	Details of the Conveyance Documents	Yet to be executed and registered
	B	Whether the document is properly stamped.	NA
	C	Whether the document is properly registered.	NA
	2.	If leasehold, whether;	No
	A	The Lease Deed is duly stamped and registered	NA
	B	The lessee is permitted to mortgage the Leasehold right,	NA
	C	duration of the Lease/unexpired period of lease,	NA
	D	if, a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	NA
	E	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	F	Right to get renewal of the leasehold rights and nature thereof.	NA
	3.	If Govt. grant/ allotment/ Lease cum/Sale/Agreement /Occupancy / Inam Holder/ Allottee etc, whether;	No
	A	grant/agreement etc. provides for alienable rights to the mortgagor with or without	NA

		conditions?	
	B	the mortgagor is competent to create charge on such property?	NA
	C	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	NA
	4.	If occupancy right, whether;	Yes
	A	Such right is heritable and transferable,	Yes
	B	Mortgage can be created.	Yes
12	Has the property been transferred by way of Gift/Settlement Deed		No
	A	The Gift/Settlement Deed is duly stamped and registered;	NA
	B	The Gift/Settlement Deed has been attested by two witnesses;	NA
	D	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	NA
	E	The Gift/Settlement Deed transfers the property to Donee;	NA
	F	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	NA
	G	Whether the Donee is in possession of the gifted property?	NA
	H	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	NA
	i.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
13	Has the property been transferred by way of partition / family settlement deed		No
	A	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	NA
	B	Whether mutation has been effected	NA
	C	Whether the mortgagor is in possession and enjoyment of his share.	NA
	D	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	NA
	E	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	NA
	F	Whether any of the documents in question are	NA

		executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
14	Whether the title documents include any testamentary documents /wills?		No
	A	In case of wills, whether the will is registered will or unregistered will?	NA
	B	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	C	Whether the property is mutated on the basis of will?	NA
	D	Whether the original will is available?	NA
	E	Whether the original death certificate of the testator is available?	NA
	F	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	NA
	G	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	NA
15	Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions		No
	A	any restriction in creation of charges on such properties?	NA
	B	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA
16	A	Where the property is a HUF/joint family property?	No
	B	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NA
	C	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
17	A	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	B	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	C	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	NA
	D	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA

18	Is the property an Agricultural land		No, since license for developing Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, is obtained from DGTCP, Haryana bearing License No. 174 of 2022 dated 11/10/2013.
	A	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	NA
	B	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	NA
	C	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Yes, permission obtained from DGTCP license bearing No. 174 of 2022 dated 11/10/2013
19	A	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
	B	Additional aspects relevant for investigation of title as per local laws.	NA
20	A	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	B	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Yes, but no such outcome
21	A	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	B	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	C	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings?	NA
22	A	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	B	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No

	C	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	NA
23	A	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, however the company is not intending to create mortgage in the present case. The mortgage will be created by the intending buyer/s of those individual Plot/s.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	NA
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)	NA
	b/3	Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	NA
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	NA
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25	A	Whether any POA is involved in the chain of title during the period of search?	No
	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 favor of the builder/developer and as such is irrevocable as per law.	NA
	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 favor of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	NA
	D	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	NA

	E	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? IV) Whether the POA contains a specific authority for execution of title document in question?	NA
	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?)	NA
	G	Please comment on the genuineness of POA?	NA
	H	The unequivocal opinion on the enforceability and validity of the POA.	NA
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NA
27	I.	If the property is a flat/ apartment or residential/ commercial complex	Yes, Affordable Residential Plotted Colony
	A	Promoter's/ Land owner's title to the land/building;	Yes
	B	Development Agreement/Power of Attorney;	NA
	C	Extent of authority of the Developer/builder;	Complete Authority
	D	Independent title verification of the Land and/or building in question;	Yes
	E	Agreement for sale (duly registered);	Yes, Agreement for Sale/Buyer's Agreement to be executed and registered in favour of the intending buyer/s with concerned Sub-Registrar of Kadipur, Gurugram as per provisions of RERA.
	F	Payment of proper stamp duty;	NA
	G	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, Agreement for Sale/Buyer's Agreement to be executed and registered in favour of the intending buyer/s with concerned Sub-Registrar of Kadipur, Gurugram as per provisions of RERA
	H	Approval of building plan, permission of appropriate/local authority, etc.;	NA
	I	Conveyance in favor of society or condominium concerned;	Yet to be executed

	J	Occupancy Certificate/allotment letter/letter of possession;	Yet to be issued
	K	Membership details in the Society etc.;	NA
	L	Share Certificates;	NA
	M	No Objection Letter from the Society;	NA
	N	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes, So far all statutory compliances have been complied with by the Builder.
	O	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes, Bank's charges should be noted in the records of Builder.
	P	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Layout Plan Approved
	Q	Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan, etc.	To be numbered
	II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Yes
	II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes, vide Registration No. 128 of 2022 dated 23/12/2022 vide Registration No. RC/REP/HARERA/GGM/653/385/2022/128
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	To be executed and registered
	II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	To be verified before sanctioning the Loan.
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil
29		The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any.	1993 to 2023
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA, since it is under construction Project
31	A	Urban land ceiling clearance, whether required and if so, details thereon	No
	B	Whether No Objection Certificate under the Income Tax Act is required / obtained?	NA
32	A	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question.	Yes, Jamabandi and Mutation are provided
	B	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, on and after execution and registration of Conveyance Deed in favor of borrowers

33	A	Whether the property offered as security is clearly demarcated?	Yes
	B	Whether the demarcation/ partition of the property is legally valid?	Yes
	C	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34	A	Whether the property can be identified from the following documents, : a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	NA
	B	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	A	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Layout Plan Approval
36	A	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	B	Property is SARFAESI compliant (Y/N)	Yes
37	A	Whether original title deeds are available for creation of equitable mortgage	Yes, on and after execution and registration of Conveyance Deed in favor of borrowers
	B	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.	NA
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	1. "Original Conveyance Deed executed and registered in favor of borrowers"
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective Purchaser/s of Residential Plot(s) in the Affordable Residential Plotted Colony to be known as "M2K Olive Greens", to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres, situated in the revenue estate of Village Dhanwapur, Sector-104,

			Tehsil Kadipur & District Gurugram, Haryana
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Note: In case separate sheets are required, the same may be used, signed and annexed.

“Annexure-I”

Sub: verification of title of Prospective Residential Plots to be carved in the Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres comprised in Rectangle No. 51 Killa No. 21/1/2/1, 21/1/2/3/1 min (0-11-0), Rectangle No. 44 Killa No. 24(7-11-0), 25/1 min (3-3-6), Rectangle No. 52, Killa No.5/1 min (4-9-4), 15/3 min (2-19-1), 16/1 (3-12), 25/1/1 min (1-3-2), Rectangle No. 52 Killa No. 5/2 min (1-3-3), 6 min (6-11-3), 7/1(1-8-0), 15/2(4-3-0), 16/2(4-8-0), 25/1/2 min (2-5-4), 4(8-0-0), 7/2/1(0-7-0), 14/2/2(0-12-0), 17/1/1(0-12-0), 24/1/2(0-6-0), Rectangle No. 44 Killa No. 23(8-0-0), 18/2(4-0-0), 22/2(5-12-0), Rectangle No. 52 Killa No. 2/2(5-12-0), 3(8-0-0), 14/1(2-12-0), 17/2(2-12-0), 8(8-0-0), 13(8-0-0), 18 min (7-8-4), situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana.

A. Tracing of title of land comprised in Rectangle No. 51 Killa No. 21/1/2/1(0-10), 21/1/2/3/1(3-13), Rectangle No. 44 Killa No. 24(7-11), 25/1(4-13), Rectangle No. 52, Killa No.5/1 (5-19), 15/3 (3-8), 16/1 (3-12), 25/1/1 (1-18) total 31 Kanal 4 Marla situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

- I. From the perusal of Jamabandi for years 2005-2006, Mr. Charan Singh S/o Mr. Himmat was the recorded owner of land measuring 31 Kanal 4 Marla comprised in Rectangle No. 51 Killa No. 21/1/2/1(0-10), 21/1/2/3/1(3-13), Rectangle No. 44 Killa No. 24(7-11), 25/1(4-13), Rectangle No. 52, Killa No.5/1 (5-19), 15/3 (3-8), 16/1 (3-12), 25/1/1 (1-18) situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.
- II. Subsequently after death of Mr. Charan Singh S/o Mr. Himmat, his Legal Heirs namely Mrs. Santosh Devi W/o Mr. Charan Singh, Mr. Jaswant, Mr. Balwant, Mr. Billu, Mr. Jaipal & Mr. Jagpal All Ss/o Mr. Charan Singh became the owner of the said property, in furtherance of which Mutation No. 3456 was done in the revenue record.
- III. After that Mrs. Santosh Devi W/o Mr. Charan Singh, Mr. Jaswant, Mr. Balwant, Mr. Billu, Mr. Jaipal & Mr. Jagpal All Ss/o Mr. Charan Singh sold the said property to M/s Sadan Realtech Private Limited by virtue of Sale Deed dated 15/12/2010 which was duly registered vide Vasika No. 26047 before the Sub-Registrar of Gurgaon, Haryana, in furtherance of which Mutation No. 3883 was done in the revenue record as well. And From the perusal of Jamabandi for years 2010-

2011, 2015-2016 and 2020-2021 the same thing is confirmed.

- IV. In the manner mentioned above, M/s Sadan Realtech Private Limited became the recorded owner of land measuring 31 Kanal 4 Marla comprised in Rectangle No. 51 Killa No. 21/1/2/1(0-10), 21/1/2/3/1(3-13), Rectangle No. 44 Killa No. 24(7-11), 25/1(4-13), Rectangle No. 52, Killa No.5/1 (5-19), 15/3 (3-8), 16/1 (3-12), 25/1/1 (1-18) situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

B. Tracing of title of land comprised in Rectangle No. 44 Killa No. 23(8-0), 18/2(4-0), 22/2(5-12), Rectangle No. 52 Killa No. 2/2(5-12), 3(8-0), 14/1(2-12), 17/2(2-12), 8(8-0), 13(8-0), 18(8-0) total 60 Kanal 8 Marla situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

- I. From the perusal of Jamabandi for years 2005-2006, Mr. Rajendra, Mr. Virendra and Mr. Joginder Ss/o Mr. Parsa (1/2 share) and Mr. Ratan Singh S/o Mr. Jailal (1/2 share) were the recorded owner of land measuring 60 Kanal 8 Marla comprised in Rectangle No. 44 Killa No. 23(8-0), 18/2(4-0), 22/2(5-12), Rectangle No. 52 Killa No. 2/2(5-12), 3(8-0), 14/1(2-12), 17/2(2-12), 8(8-0), 13(8-0), 18(8-0) situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.
- II. After that Mr. Rajendra, Mr. Virendra and Mr. Joginder Ss/o Mr. Parsa (1/2 share) and Mr. Ratan Singh S/o Mr. Jailal (1/2 share) sold the said property to M/s Sadan Realtech Private Limited by virtue of Sale Deed dated 15/12/2010 which was duly registered vide Vasika No. 26048 before the Sub-Registrar of Gurgaon, Haryana, in furtherance of which Mutation No. 3884 was done in the revenue record as well. And From the perusal of Jamabandi for years 2010-2011, 2015-2016 and 2020-2021 the same thing is confirmed.
- III. In the manner mentioned above, M/s Sadan Realtech Private Limited became the recorded owner of land measuring 60 Kanal 8 Marla comprised in Rectangle No. 44 Killa No. 23(8-0), 18/2(4-0), 22/2(5-12), Rectangle No. 52 Killa No. 2/2(5-12), 3(8-0), 14/1(2-12), 17/2(2-12), 8(8-0), 13(8-0), 18(8-0) situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

C. Tracing of title of land comprised in Rectangle No. 52 Killa No. 5/2(1-11), 6(8-0), 7/1(1-8), 15/2(4-3), 16/2(4-8), 25/1/2(2-6), 4(8-0), 7/2/1(0-7), 14/2/2(0-12), 17/1/1(0-12), 24/1/2(0-6), total 31 Kanal 13 Marla situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

- I. From the perusal of Jamabandi for years 2005-2006, Mr. Surajbhan and Mr. Randhir Singh Ss/o Mr. Bhuran were the recorded owner of land measuring 31 Kanal 13 Marla comprised in Rectangle No. 52 Killa No. 5/2(1-11), 6(8-0), 7/1(1-8), 15/2(4-3), 16/2(4-8), 25/1/2(2-6), 4(8-0), 7/2/1(0-7), 14/2/2(0-12), 17/1/1(0-12), 24/1/2(0-6) situated in the revenue estate of Village Dhanwapur, now falling in Sector-104, Tehsil Kadipur, District Gurugram, Haryana.
- II. After that Mr. Surajbhan and Mr. Randhir Singh Ss/o Mr. Bhuran sold the said property to M/s Sadan Realtech Private Limited by virtue of Sale Deed dated 15/12/2010 which was duly registered vide Vasika No. 26051 before the Sub-Registrar of Gurgaon, Haryana, in furtherance of which Mutation No. 3882 was done in the revenue record as well. And From the perusal of Jamabandi for years 2010-2011, 2015-2016 and 2020-2021 the same thing is confirmed.

D. Further, Letter of Intent dated 01/09/2021 vide Memo no. LC-4227/JE(DS)/2020/21810 was granted by DTCP in favor of M/s Sadan Realtech Private Limited for development of an Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 to be known as “M2K Olive Greens” upon the said land and License No. 174 of 2022 dated 21/10/2022 vide Memo no. LC-4227-JE (RK)-2022/32654 dated 21/10/2022 which is valid up to 20/10/2027 was obtained from DTCP by M/s Sadan Realtech Private Limited in regard to land comprised in Rectangle No. 51 Killa No. 21/1/2/1, 21/1/2/3/1 min (0-11-0), Rectangle No. 44 Killa No. 24(7-11-0), 25/1 min (3-3-6), Rectangle No. 52, Killa No.5/1 min (4-9-4), 15/3 min (2-19-1), 16/1 (3-12), 25/1/1 min (1-3-2), Rectangle No. 52 Killa No. 5/2 min (1-3-3), 6 min (6-11-3), 7/1(1-8-0), 15/2(4-3-0), 16/2(4-8-0), 25/1/2 min (2-5-4), 4(8-0-0), 7/2/1(0-7-0), 14/2/2(0-12-0), 17/1/1(0-12-0), 24/1/2(0-6-0), Rectangle No. 44 Killa No. 23(8-0-0), 18/2(4-0-0), 22/2(5-12-0), Rectangle No. 52 Killa No. 2/2(5-12-0), 3(8-

0-0), 14/1(2-12-0), 17/2(2-12-0), 8(8-0-0), 13(8-0-0), 18 min (7-8-4) total 113 Kanal 2 Marla in the revenue estate of village Dhanwapur, Sector-104, Tehsil Kadipur, District Gurugram, Haryana.

E. Subsequently, Layout Plan Approval dated 28/10/2022 vide Drawing No. 8705, Demarcation Plan dated 16/12/2022, Forest NOC dated 26/04/2013 vide Memo No. 384, Assurance for Sewerage Connection dated 04/11/2022 vide Memo No. GMDA/SEW/2022/1223, Assurance for Storm Water dated 03/11/2022 vide Memo No. GMDA/Drainage/2022/1750, Assurance of providing drinking Water dated 04/11/2022 vide Memo No. EE (Proj)/GMDA/2022/698, Power Assurance NOC dated 17/11/2022 vide Memo No. CH. 57/Drg. PLC., Pollution NOC dated 02/12/2022 were obtained from the concerned authorities by M/s Sadan Realtech Private Limited for development of an Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 to be known as “M2K Olive Greens” upon the said land.

F. Further, Zoning Plan Approval, Aravali NOC, Fire NOC are yet to be obtained by M/s Sadan Realtech Private Limited for development of an Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 to be known as “M2K Olive Greens” upon the said land. That the said Affordable Residential Plotted Colony to be known as “M2K Olive Greens” is duly registered with Haryana RERA vide Haryana Haryana RERA Registration Certificate No. 128 of 2022 dated 23/12/2022 vide Memo no. HRERA(Reg.)653/385/2022/128 which is valid up to 20/10/2027.

G. Now, the developer M/s Sadan Realtech Private Limited is developing Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 to be known as “M2K Olive Greens” consisting of 273 Residential Plots and 1 Commercial Block of various sizes upon the said land. That the said Affordable Residential Plotted Colony to be known as “M2K Olive Greens” after obtaining all necessary approvals and sanctions.

Part I: I have checked and verified the records of the Sub-Registrar, Gurgaon from 1993 to 1997 vide receipt nodated, and the records of the Sub-Registrar, Gurgaon from 1997 to 2023 vide receipt nodated the records of the Sub-Registrar, Kadipur from 2017 to 2023 vide receipt nodated, (inspection receipts are attached in original) the perusal and inspection of Sub-registrar and on the basis of the above-mentioned documents sent to me, I note as under :

Certificate of Title on the Basis of Original of Title Deeds

- 1) I have examined the Original of Title Documents relating to the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna 2016 to be known as ‘M2K Olive Greens’ to be developed upon land measuring 14.1375 Acres situated in village Dhanwapur Tehsil Kadipur District Gurugram, Haryana 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 along with Original Conveyance Deed in favor of prospective borrower(s) , it will satisfy requirements of creation of Equitable Mortgage after the execution of Conveyance deed in favour of the intending borrower/s.
- 2) I have examined the Original of 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, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the bank due to negligence on my part or by my agent in making search.
- 4) Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, Original of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC). I hereby certify the genuineness of the Title Deeds, Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
- 5) There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1993 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Documents. The property is free from all Encumbrances.
- 6) There are no other mortgages/ charges other than already stated above.
- 7) That there is no interest of minor involved in the said property, whatsoever.
- 8) The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/s of the flat.
- 9) I certify that the intending borrower/s would be the owner of the flat/s carved out upon the said project land and will be having clear, valid and Legal Marketable title qua the said property on and after execution and registration of Conveyance Deed in his/her/their favour by M/s Sadan Realtech Private Limited. I further certify that the above Title documents are genuine and valid mortgage can be created and the said mortgage would be enforceable.

- 10) In case of creation of Equitable Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents the Original of which have been examined would create a valid and enforceable mortgage:-
- 1) **Original Allotment Letter issued by M/s Sadan Realtech Private Limited in the name of intending Borrower/s.**
 - 2) **Original Apartment Buyer Agreement or Agreement for Sale executed by M/s Sadan Realtech Private Limited in favor of intending Borrower/s, duly registered before the concerned Sub-Registrar of Kadipur, Gurugram, Haryana.**
 - 3) **Original all payment receipts issued by M/s Sadan Realtech Private Limited in favor of intending Borrower/s.**
 - 4) **Original Possession Letter as and when issued in the name of intending borrower/s**
 - 5) **Original NOC and Permission to mortgage to be issued by M/s Sadan Realtech Private Limited favoring SBI.**
 - 6) **Original Tripartite Agreement to be executed between the builder M/s Sadan Realtech Private Limited, intending borrower/s and the bank.**
 - 7) **Original Sale Deed/Conveyance Deed to be executed in favor of the intending Borrower/s, duly registered before the concerned Sub-Registrar of Kadipur, Gurugram, Haryana.**
- 11) There are no legal impediments for creation of the mortgage on production of original of title deeds the Original of which I have examined under any applicable Law/ Rules in force.
- 12) It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY/IES

Residential Plots to be allotted in the Affordable Residential Plotted Colony to be known as “M2K Olive Greens”, to be carved out upon land measuring 113 Kanal 2 Marla i.e. 14.1375 acres comprised in Rectangle No. 51 Killa No. 21/1/2/1, 21/1/2/3/1 min (0-11-0), Rectangle No. 44 Killa No. 24(7-11-0), 25/1 min (3-3-6), Rectangle No. 52, Killa No.5/1 min (4-9-4), 15/3 min (2-19-1), 16/1 (3-12), 25/1/1 min (1-3-2), Rectangle No. 52 Killa No. 5/2 min (1-3-3), 6 min (6-11-3), 7/1(1-8-0), 15/2(4-3-0), 16/2(4-8-0), 25/1/2 min (2-5-4), 4(8-0-0), 7/2/1(0-7-0), 14/2/2(0-12-0), 17/1/1(0-12-0), 24/1/2(0-6-0), Rectangle No. 44 Killa No. 23(8-0-0), 18/2(4-0-0), 22/2(5-12-0), Rectangle No. 52 Killa No. 2/2(5-12-0), 3(8-0-0), 14/1(2-12-0), 17/2(2-12-0), 8(8-0-0), 13(8-0-0), 18 min (7-8-4), situated in the revenue estate of Village Dhanwapur, Sector-104, Tehsil Kadipur & District Gurugram, Haryana.