

फार्म संख्या 3 रजिस्ट्री

No.

सब - रजिस्ट्रार विभाग

7216

जिला

फुटकर शुल्क अदायगी की रसीद  
(रसीद पुस्तक ख)

तारीख और महीना

16.12.24

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

S. S. Yadav

प्राप्त हुई रकम का जोड़ और विवरण

687-97

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं.

पुस्तक नं.

रजिस्ट्री होने के तिथी

रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

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नकल

हिफाजत

16 तलाश

अनुवाद

कमीशन

Second party copy )

B Book Receipt for Non Registration Purpose

16-12-2021

No:21330

Sub Register Office :गुरुग्राम

Date :16-12-2021

Received with Thanks from S S Yadav Adv Gurugram Year 1997-2021 resident of GGM sum of rs  
twenty-five  
on account of inspection charges.

Rs.25

सब रजिस्ट्रार  
गुड़गाँव -

(Second party copy )

B Book Receipt for Non Registration Purpose

15-12-2021

No:2476

Sub Register Office :बादशाहपुर

Date :15-12-2021

Received with Thanks from **SUBE SINGH ADV** resident of **GURUGRAM 2017-2021** sum of rs ten  
on account of **Inspection** charges.

Rs.10

( Incharge)



**Sube Singh Yadav**

M.Sc. D.P.M. LL.B  
(Advocate)

Chamber No. 4, Block-C,  
District Courts, Gurugram

Phone No.: 0124-2325054

Mobile: 9810761530

House No. 1335/3, Lane No. 6,  
Rajiv Nagar (East), Mata Road,  
Gurugram - 122001 (Haryana)

Dated: 15.12.2021

To,

The Branch Manager,  
STATE BANK OF INDIA,  
Goregaon (East) Branch, Mumbai, Maharashtra

**SUBJECT: PAYMENT OF PROFESSIONAL FEES ON ACCOUNT OF TITLE INVESTIGATION REPORT REGARDING PROPERTY OF SH. RAVINDER SINGH BAWA son of SH. BAWA MADAN GOPAL SINGH and Mrs. PARAMJEET BAWA wife of SH. RAVINDER SINGH BAWA BOTH resident of C/O ABRAJ ENERGY SERVICES, P.O BOX 1156, POSTAL CODE 130, AZAIBA, MUSCAT, SULTANATE OF OMAN; PRESENTLY RESIDING AT APARTMENT NO. SOV-1/302 (302/1), 3RD FLOOR, SOVEREIGN-I, VATIKA CITY, SECTOR 49, GURUGRAM, HARYANA**

Sir,

Kindly, pay my professional fees in respect of TIR in reference with **Apartment No. SOV-1/302 (302/1) having Super Area 2985.33 sq. ft. (277.35 sq. mts.) located on 3rd Floor and situated at Sovereign-I, Vatika City, Sector 49, Gurugram within the revenue estate of Village Badshahpur, Tehsil & District Gurugram, Haryana**

Professional Fees along : INR 4,000.00

**TOTAL RUPEES : INR 4,000.00**

**FOUR THOUSAND RUPEES ONLY**

Kindly transfer the said amount to my State Bank of India Account No. 30305692209 maintained at Dundahera, Gurugram, Haryana

Sube Singh Yadav,  
(Advocate)  
Lawyer's Chamber No. 4, Block-C,  
District Courts, Gurugram

*Sube Singh Yadav*  
M.Sc., DPM, LL.B.  
Advocate  
Distt. Court, Gurugram

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House No. 1335/3, Lane No. 6,  
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Dated: 15.12.2021

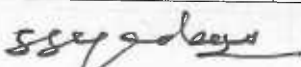
## ANNEXURE: "B"

### REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

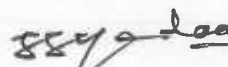
1.	a) Name of the Branch/Business Unit/Office seeking opinion.	State Bank of India, SME, Goregaon (East) Branch, Mumbai, Maharashtra.
	b) Reference No. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	Reference Letter dated 08.04.2019 (Email).
2.	a) Name of the unit/concern/company/person offering the property as security.	Sh. Ravinder Singh Bawa son of Sh. Bawa Madan Gopal Singh and Mrs. Paramjeet Bawa wife of Sh. Ravinder Singh Bawa both resident of C/o Abraj Energy Services, P.O Box 1156, Postal Code 130, Azaiba, Muscat, Sultanate of Oman; presently residing at Apartment No. SOV-1/302 (302/1), 3rd Floor, Sovereign-I, Vatika City, Sector 49, Gurugram, Haryana.
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Owners of the property.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc).	Borrowers.
3.	Complete or full description of the immovable property offered as security including the following details.	Full description of Property provided for Equitable Mortgage is as below.
	(a) Survey No.	Nil.
	(b) Door/House No.(in case of house property)	Apartment No. SOV-1/302 (302/1), 3rd Floor.
	(c) Extent/area including plinth/built up area in case of house property	Super Area of 2985.33 sq. ft. (277.35 sq. mts.).
	(d) Location like name of the place, village, city, registration, sub-district etc.	Sovereign-I, Vatika City, Sector 49, Gurugram within the revenue estate of Village Badshahpur, Tehsil & District Gurugram, Haryana.
4.	a) Particulars of the documents scrutinized, serially and chronologically.	1. Allotment Letter (Welcome Letter) dated 19.03.2008. 2. Apartment Buyers' Agreement

*Sube Singh Yadav*  
Sube Singh Yadav  
M.Sc., DPM, LL.B.  
Advocate  
Distt. Court, Gurugram


		<p>dated 19.08.2008.</p> <p>3. Payment Receipt for the year 2008. ✓</p> <p>4. Possession Letter dated 19.10.2012. ✓</p> <p>5. Office Letter dated 19.10.2012. ✓</p> <p>6. Conveyance Deed Vasika No. 20007 dated 23.11.2012. ✓</p>
	<p><b>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</b></p> <p><b>Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.</b></p>	<p>Certified Copy of Document Sr. No. 6 and Photocopy of documents Sr. Nos. 1, 2, 3, 4 and 5 mentioned above are seen and verified. As there is Loan against the said property State Bank of India, SME, Goregaon (East) Branch, Mumbai, Maharashtra. ✓</p>
5.	<p><b>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.)</b></p>	<p>Yes. ✓</p>
	<p><b>b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub Registrar's office have been verified page by page with the original documents submitted?</b></p>	<p>No. ✓</p>
	<p><b>b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently &amp; cautiously)</b></p>	<p>N.A. ✓</p>
6.	<p><b>a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system?</b></p>	<p>No, Manual Records are available. ✓</p>
	<p><b>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.</b></p>	<p>N.A. ✓</p>
	<p><b>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?</b></p>	<p>No. ✓</p>
7.	<p><b>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</b></p>	<p>Sub-Registrar, Badshahpur, Gurugram. ✓</p>
	<p><b>b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar- general. If so please name all such offices.</b></p>	<p>No. ✓</p>
	<p><b>c) Whether search has been made at all the offices named at (b) above?</b></p>	<p>N.A. ✓</p>
	<p><b>d) Whether the searches made in the offices of registering authorities or any other records reveal</b></p>	<p>No. ✓</p>

  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Distt. Court, Gurugram

	registration of multiple title documents in respect of the property in question?	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance on such clog on title. In case of property offered as collateral 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)	Fully detailed in the Schedule '1' attached herewith.
9.	Nature of title of 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.
10.	If leasehold, whether;	Not applicable.
	(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 permit for creation of any superstructure (if applicable)?	N.A.
	(f) Right to get renewal of leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether;	Not applicable.
	(a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	(b) the mortgagor is competent to create charge on such property	N.A.
	(c) Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	Not applicable.
	(a) Such right is heritable and transferable.	N.A.
	(b) Mortgage can be created.	N.A.
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable because there is no interest of minor involved.
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	N.A.

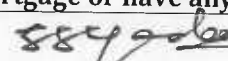
  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Distt. Court, Gurugram

	two witnesses.	
	(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 separate writing or by implication or by actions.	N.A.
	(e) Whether there is any restriction on 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 title passed through the Gift/Settlement Deed.	N.A.
15.	(a) In case of partition/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.	Not applicable. ✓
	(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 the court; whether such decree has become final and all other conditions/formalities are completed/complied with.	N.A.
	(e) Whether any 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?	Not applicable. ✓
	a) In case of wills whether will is registered will or unregistered will?	N.A.
	b) Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	c) Whether property has been mutated on basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate of the testator is available?	N.A.
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	(Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted on will, etc., which are relevant to rely on will, availability of Mother/Original title	-


  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Distt. Court, Gurugram



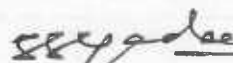
	deeds are to be explained.)	
17.	(a) Whether the property is subject to any wakf rights?	Not applicable. ✓
	(b) Whether the property belongs to church/temple or any religious/other institution having any restriction in creation of any charges on such properties?	N.A. ✓
	(c) Precautions/permissions, if any in respect of the above cases for creation of Mortgage.	N.A.
18.	(a) Where the property is a HUF/Joint Family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution. Minor's share if any, rights of female members etc.	Not applicable. ✓
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	N.A. ✓
19.	(a) Whether the property belongs to any trust or is subject to rights of any trust?	Not applicable. ✓
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?	N.A. ✓
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage.	N.A. ✓
	(d) Requirements, if any for creation of mortgage as per 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.	Not applicable, as CLU (Licence) obtained from DTCP, Haryana at Chandigarh. ✓
	(b) In the 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 rights to enforce the mortgage.	Not applicable. ✓
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes, Permission obtained. ✓
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of 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 is made with the Land Acquisition Office and 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?	No. ✓
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any	N.A. ✓

  
**Sube Singh Yadav**  
 M.Sc., L.P.M., LL.B.  
 Advocate  
 Distt. Court, Gurugram

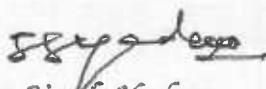
	implication of its future enforcement?	
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	No.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?	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.	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.	Not applicable.
	b) (i) Whether the property (to mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) Firm ?	N.A.
	b) (ii) If Yes, whether search of charges of the property (to be mortgaged) has been carried out with registrar of the companies (R.O.C) in respect of such vendor company/ LLP ( Seller) and the vendee company (Purchaser)?	N.A.
	b) (iii) Whether the above search charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller) ?	N.A.
	b) (iv) If the search reveals encumbrances, charges whether such charges/ encumbrances have been satisfied ? Yes/ No.	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.	Not applicable.
27.	(a) Whether any POA is involved in chain of title?	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 the favour of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by 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/Authorised Representatives to sign Flat Allotment Letters,	N.A.

  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Distt. Court, Gurugram

	NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
	(d) In case of builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A.
	(e) In case of Common POA (POA other than builder's POA), please clarify the following clauses in respect of POA:-	N.A.
	(i) Whether the original POA is verified and the title investigation is done on basis of original POA?	N.A.
	(ii) Whether the POA is 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 the POA.	N.A.
	(h) The unequivocal opinion on the enforceability and validity of 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:	It is a Residential Complex.
	(a) Promoter's/Land owner's title to the land/building.	Yes.
	(b) Development Agreement/Power of Attorney.	Yes.
	(c) Extent of authority of the Developer/builder.	Yes.
	(d) Independent title verification of the Land and/or building in question.	Yes.
	(e) Agreement for sale (duly registered).	N.A.
	(f) Payment of proper stamp duty.	Yes.
	(g) Requirement of registration of sale agreement, development agreement, POA etc.	N.A.
	(h) Approval of building plan, permission of appropriate/local authority etc.	Yes, Building Plan was approved by DTCP, Haryana at Chandigarh.
	(i) Conveyance in favor 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,	Yes, all legal requirements are complete.

  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Dist. Court, Gurugram

	Development Control Regulations, Co-operative Societies' Laws etc.	
	(o) Requirement for noting the Bank's charges on the records of Housing Society, if any.	N.A.
	(p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Yes, Building Plan was approved by DTCP, Haryana at Chandigarh. ✓
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details there of.	There are no encumbrances, <b>except the charge of State Bank of India, SME, Goregaon (E) Branch, Mumbai, Maharashtra.</b> ✓
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?	01.04.1991 to 15.12.2021. There are no encumbrances, <b>except the charge of State Bank of India, SME, Goregaon (E) Branch, Mumbai, Maharashtra.</b> ✓
32.	Details regarding Property-Tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property falls within the jurisdiction of Municipal Corporation Gurugram, Hence, Property-Tax is applicable. ✓
33.	(a) Urban land ceiling clearance, whether required and if so details thereof.	Not applicable. ✓
	(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	N.A.
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question	Not applicable. ✓
35.	Whether the name of mortgagor is reflected as owner in revenue/Municipal/Village records.	Yes. ✓
36.	(a) Whether the property offered as security is clearly demarcated?	Yes, Property is demarcated. ✓
	(b) Whether the demarcation/partition of property is legally valid?	Yes. ✓
	(c) Whether the property has clear access as per documents?	Yes. ✓
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	N.A.
	(a) Document in relation to electricity connection.	N.A.
	(b) Document in relation to water connection	N.A.
	(c) Document in relation to Sales Tax Registration, if any applicable.	N.A.
	(d) Other utility bills, if any.	N.A.
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.	No. ✓
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the	Yes. ✓

  
**Sube Singh Yadav**  
 M.Sc., DPM, LL.B.  
 Advocate  
 Distt. Court, Gurugram

	<p>comments on the description and boundaries of the property on the said document and that in the title deeds.</p> <p>If the valuation report and/or approved/sanctioned plans are not available at time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.</p>	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	<p>Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security?</p> <p>Property is SARFAESI compliant (Y/N)</p>	Yes.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the Bank in this regard.	Not applicable.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases.	Not applicable.
44.	Additional aspects relevant for investigation of title as per local laws.	None.
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<p>** Latest Maintenance Charges Paid Receipt.</p> <p>** Latest Property-Tax Paid Receipt.</p> <p>** Latest Electricity Bill Paid Receipt.</p>
46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	N.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.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	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.

Dated: 15.12.2021

Place: GURUGRAM

*Sube Singh Yadav*  
Sube Singh Yadav,  
(Advocate)

*Sube Singh Yadav*  
M.Sc., DPM, LL.B.  
Advocate 9 | Page  
Distt. Court, Gurugram

**Sube Singh Yadav**

**M.Sc. D.P.M. LL.B  
(Advocate)**

**Chamber No. 4, Block-C,  
District Courts, Gurugram**

**Phone No.: 0124-2325054**

**Mobile: 9810761530**


**House No. 1335/3, Lane No. 6,  
Rajiv Nagar (East), Mata Road,  
Gurugram - 122001 (Haryana)**

**Dated: 15.12.2021**

**SCHEDULE '1'**

>> Description of the Chain of Title from the Mother Deed to the latest Title Deed:

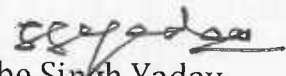
- ❖ That M/s Vatika Limited has acquired right, title and interest in land measuring approximately 48 Acres in Village Badshahpur, Tehsil & District Gurgaon (Known as Sector-49, HUDA, Gurgaon) and has applied to Director, Town and Country Planning, Haryana, Chandigarh (DTCP) for grant of licenses and sanction of zoning plan & layout plans for developing an apartment Complex thereupon to be known as "**VATIKA CITY**". That DTCP has granted license in respect of 23.473 Acres in favour of the Company/its Associates vide Memo No. 5DP (IV)/2003-18529 dated 31/12/2003. That Company is developing thereon Group Housing Complex, to be named as The Acacia, Primrose, The Iris Row, The Emilia and Jasminium and Aster Towers and Sovereign, Marronnier Tower consisting of approximately 16 multi-storeyed residential apartment buildings on said portion of land. Further License Nos. 77 to 81 of 2004 dated 22/06/2006 and License Nos. 120, 121, 124, 125 & 126 of 2004 dated 03/10/2006 was issued from the office of DTCP. Thereafter Approval of Building Plan was granted in respect of land admeasuring 37.443 Acres out of 48 Acres by DTCP vide Memo No. 18488 dated 16/12/2004. Further Approval of Building Plan and Revised Building Plan (BR-III) were sanctioned by District Town Planner (HR) for Chief Town Planner, Haryana-cum-Chairman, Building Plan Approval Committee in favour of M/s Vatika Limited and others vide Memo No. ZP-93/JD (BS)/2011/4085 dated 31/03/2011 in respect of group housing colony measuring 37.443 Acres situated at Sector 48, Gurugram, Haryana.
- ❖ That M/s Vatika Greenfield Projects Private Limited amalgamated with M/s Vatika Landbase Private Limited vide Hon'ble High Court of Delhi, New Delhi Order dated 28/10/2005. Further M/s Vatika Landbase Private Limited changed its name to M/s Vatika Landbase Limited vide Fresh Certificate dated 08/02/2007 under Section-23 of Companies Act, 1956. Thereafter M/s Vatika Landbase Limited changed its name to M/s Vatika Limited vide Fresh Certificate dated 28/05/2007 under Section-23 of Companies Act, 1956.

  
**Sube Singh Yadav**  
M.Sc., D.P.M., LL.B.  
Advocate  
Distt. Court, Gurugram



- ❖ That Apartment No. SOV-1/302 (302/1) having Super Area 2985.33 sq. ft. (277.35 sq. mts.) located on 3rd Floor and situated at Sovereign-I, Vatika City, Sector 49, Gurugram within the revenue estate of Village Badshahpur, Tehsil & District Gurugram, Haryana was allotted by M/s Vatika Landbase Private Limited to **Sh. Ravinder Singh Bawa son of Sh. Bawa Madan Gopal Singh and Mrs. Paramjeet Bawa wife of Sh. Ravinder Singh Bawa both C/o Napesco, P.O. Box 9801, Ahmadi-Kuwait (Presently residing in Gurugram, Haryana)** on basis of Application dated 06.02.2008. Thereafter Allotment Letter (Welcome Letter) was issued by M/s Vatika Limited in favour of Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above dated 19.03.2008. Further Apartment Buyers Agreement was executed in between M/s Vatika Landbase Private Limited (now known as Vatika Limited) AND Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above on 19.08.2008. After that Payment Receipts for the year 2008 were issued by M/s Vatika Limited in favour of Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above. Further Possession Letter was issued by M/s Vatika Limited in favour of Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above dated 19.10.2012. Thereafter Office Letter regarding Inspection of Apartment and Final Approval was issued by M/s Vatika Limited in favour of Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above dated 19.10.2012. Further Conveyance Deed was executed and registered by M/s Vatika Limited through its authorized signatory Sh. Shyam Gupta in favour of **Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa referred above vide Vasika No. 20007 dated 23.11.2012 registered in the office of Sub-Registrar, Gurgaon.**
- ❖ That there is no interest of minor involved in the said property, whatsoever.
- ❖ That there is no defect in chain of title and the chain of title is complete in all respect. The owner of the said property has clear legal and valid marketable title, **except the charge of State Bank of India, SME, Goregaon (E) Branch, Mumbai, Maharashtra.**

Dated: 15.12.2021  
Place: GURUGRAM

  
Sube Singh Yadav,  
(Advocate)  
Lawyer's Chamber No. 4, Block-C,  
District Courts, Gurugram

*Sube Singh Yadav*  
M.Sc., B.P.M., LL.B.  
Advocate  
Distt. Court, Gurugram

**Sube Singh Yadav**

M.Sc. D.P.M. LL.B  
(Advocate)

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House No. 1335/3, Lane No. 6,  
Rajiv Nagar (East), Mata Road,  
Gurugram - 122001 (Haryana)

Dated: 15.12.2021

**Annexure: "C 1"**

**CERTIFICATE OF TITLE**  
**On the basis of Certified Copy of Title Deed**


- 1) I have examined the Certified Copy of Conveyance Deed and Photocopy other title Deeds and documents (as there is Loan against the said property of State Bank of India, SME, Goregaon (E) Branch, Mumbai, Maharashtra) intended to be deposited relating to schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements 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 relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the bank due to negligence on my part or by my agent in making search.
- 4) Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and Encumbrance Certificate (EC). I hereby certify the genuineness of the Title Deeds, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
- 5) There are no prior Mortgage/Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.04.1991 to 15.12.2021 pertaining to

  
**Sube Singh Yadav**  
M.Sc., DPM, LL.B.,  
Advocate  
Distt. Court., Gurugram



Immovable Property covered by said title documents. The property is free from all sorts of encumbrances, **except the charge of State Bank of India, SME, Goregaon (E) Branch, Mumbai, Maharashtra.**

- 6) In case of second/subsequent charge in favour of the Bank, there are no other mortgages/ charges other than the already stated in the loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable).
- 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), **SH. RAVINDER SINGH BAWA son of SH. BAWA MADAN GOPAL SINGH and Mrs. PARAMJEET BAWA wife of SH. RAVINDER SINGH BAWA BOTH resident of C/O ABRAJ ENERGY SERVICES, P.O BOX 1156, POSTAL CODE 130, AZAIBA, MUSCAT, SULTANATE OF OMAN; PRESENTLY RESIDING AT APARTMENT NO. SOV-1/302 (302/1), 3RD FLOOR, SOVEREIGN-I, VATIKA CITY, SECTOR 49, GURUGRAM, HARYANA.**
- 9) I certify that **Sh. Ravinder Singh Bawa and Mrs. Paramjeet Bawa** referred above are Owners of the property and have an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above title deeds 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 documents would create a valid and enforceable mortgage.
  1. Allotment Letter (Welcome Letter) dated 19.03.2008. (Original)
  2. Apartment Buyers' Agreement dated 19.08.2008. (Original)
  3. Payment Receipt for the year 2008 and till date. (Original)
  4. Possession Letter dated 19.10.2012. (Original)
  5. Office Letter dated 19.10.2012. (Original)
  6. Conveyance/Sale Deed Vasika No. 20007 dated 23.11.2012. (Original)
  7. Latest Maintenance Charges Paid Receipt. (Original)
  8. Latest Property-Tax Paid Receipt. (Original)
  9. Latest Electricity Bill Paid Receipt. (Original)

  
**Sube Singh Yadav**  
M.Sc., DPM, LL.B.  
Advocate  
Distt. Court, Gurugram

**10. Deed of Apartment. (Original)**

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

12) It is certified that the property in question is SARFAESI complaint


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**SCHEDULE OF THE PROPERTY**

**Apartment No. SOV-1/302 (302/1) having Super Area 2985.33 sq. ft. (277.35 sq. mts.) located on 3rd Floor and situated at Sovereign-I, Vatika City, Sector 49, Gurugram within the revenue estate of Village Badshahpur, Tehsil & District Gurugram, Haryana, bounded as under:**

<b>NORTH</b>	- Flat No. 301 ✓
<b>SOUTH</b>	- Open ✓
<b>EAST</b>	- Open ✓
<b>WEST</b>	- Entrance ✓

Dated: 15.12.2021  
Place: GURUGRAM

  
Sube Singh Yadav,  
(Advocate)  
Lawyer's Chamber No. 4, Block-C,  
District Courts, Gurugram

*Sube Singh Yadav*  
M.Sc., PPM, LL.B.  
Advocate  
Distt. Court, Gurugram

## AFFIDAVIT

Affidavit of SH. RAVINDER SINGH BAWA son of SH. BAWA MADAN GOPAL SINGH and Mrs. PARAMJEET BAWA wife of SH. RAVINDER SINGH BAWA BOTH resident of C/O ABRAJ ENERGY SERVICES, P.O BOX 1156, POSTAL CODE 130, AZAIBA, MUSCAT, SULTANATE OF OMAN; PRESENTLY RESIDING AT APARTMENT NO. SOV-1/302 (302/1), 3RD FLOOR, SOVEREIGN-I, VATIKA CITY, SECTOR 49, GURUGRAM, HARYANA.. I/We, the above deponent, do hereby solemnly affirm and declare as under:

1. That SH. RAVINDER SINGH BAWA son of SH. BAWA MADAN GOPAL SINGH and Mrs. PARAMJEET BAWA wife of SH. RAVINDER SINGH BAWA are the owners of the property comprising of Apartment No. SOV-1/302 (302/1) having Super Area 2985.33 sq. ft. (277.35 sq. mts.) located on 3rd Floor and situated at Sovereign-I, Vatika City, Sector 49, Gurugram within the revenue estate of Village Badshahpur, Tehsil & District Gurugram, Haryana vide Conveyance/Sale Deed Vasika No. 20007 dated 23.11.2012.
2. That I/we have not transferred or agreed to transfer the aforesaid property or any part thereof, haven't created any charge on the same, haven't mortgaged the same to anybody and we have mortgaged it to State Bank of India for securing the loan.
3. That property in question is free from any registered or unregistered encumbrances.
4. That the property in question has not been subject matter of any litigation.
5. That property in question hasn't been attached to any court, tribunal or authority. There is no injunction/restrain order/restriction to transfer the property from any court, tribunal or authority.
6. That property is free from all sorts of encumbrances, cases, attachments, charges, liens, prior agreements, will, prior sale, gift, mortgage, transfer, etc.
7. That in case the said property or any part thereof is acquired by the government for itself or for any government agency for any purpose whatsoever I/we shall intimate same immediately to the Bank and compensation (originally granted or enhanced compensation) which may be granted by the govt., Bank will be entitled to same.

DEPONENT(S)

Verification:

Verified at Gurugram on this \_\_\_\_ day of \_\_\_\_\_ 2021 that the contents of my above affidavit are true and correct to the best of my knowledge and belief and no part of it is false and nothing material has been concealed there from.

DEPONENT(S)