

# MAN SINGH GUPTA

## Advocate


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 GARHI BOLNI ROAD, REWARI - 123 401

1. a) Name of the Branch/ Business Unit/Office seeking opinion.  b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	STATE BANK OF INDIA, MAIN BRANCH, REWARI.
c) Name of the Borrower.	Buyers of affordable flat(s) from M/s B.M. Gupta Developers Pvt. Ltd having its Regd. Office at Room No. 2, 1st Floor, 5948-5949, Basti Harphool Singh, Sadar Thana Road, Delhi.
2. a) Name of the unit/concern/ company/person offering the property/ (ies) as security.  b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Buyers of affordable flat(s) from M/s B.M. Gupta Developers Pvt. Ltd having its Regd. Office at Room No. 2, 1st Floor, 5948-5949, Basti Harphool Singh, Sadar Thana Road, Delhi.  N.A.
c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As borrower(s).
3. Complete or full description of the immovable property/ (ies) offered as security including the following details.	A property which is the part of Kheawat No. 34 Khatoni No. 41 Rect. No. 2 Kila No. 15(10-0) 16(8-0) measuring 18 Kanal; and Kheawat No. 22 Khatoni No. 27 Rect. No. 2 Kila No. 11(5-16) 12(8-0) 13/2(4-0) 14/2(4-0) 17(8-0) measuring 29 Kanal 16 Marla; total measuring 47 Kanal 16 Marla its full share i.e. 47 Kanal 16 Marla i.e. 5.975 acres situated in the revenue estate of Vill. Dhamlaka, Sector. 26 & 27, Rewari, Teh. & Distt. Rewari vide regd. sale deed No. 483 dated 07.04.2011 & No. 12524 dated 31.10.2011 respectively.
(a) Survey No.	N.A.
(b) Door/House No. (in case of house	N.A.

For B.M. Gupta Developers Pvt.Ltd.

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	property)	
	(c) Extent/ area including plinth/ built up area in case of house property	N.A.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Sector-26 & 27, Vill. Dhamlaka, Garhi Bolni Road, Rewari, Teh. & Dist. Rewari.
4.	a) Particulars of the documents scrutinized- serially and chronologically (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <b>Note :</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	-Mentioned below-
	Sl. No. Date Name /Nature of the Document Original/ certified copy/ certified extract/ photocopy etc.	Photocopies of farid jamaabandi for the year 1978-79, 1997-98, 2007-08, mutation No. 265, 306, 307, 365, 369, 370, 371 & 373, sale deed No. 483 dated 07.04.2011 & No. 12524 dated 31.10.2011 and licence No. 73 dated 01.08.2014 issued by Director General, Town & Country Planning Haryana, Chandigarh.
5.	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.
6.	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? b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, Sub-Registrar, Rewari.
	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.	a) Property offered as security falls within the jurisdiction of which sub-registrar office? 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.	Sub-Registrar, Rewari  No. 

*Dr.*





	If so, please name all such offices?	
	c) Whether search has been made at all the offices named at (b) above?	Sub-Registrar, Rewari.
	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.
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.	Earlier this land/property was owned and possessed by Sh. Ram Narain s/o Sh. Maru Ram s/o Sh. Ram Prasad R/o Vill. Dewawas, Teh. & Dist. Rewari and Smt. Asha Devi @ Bhatari Devi d/o Sh. Shero Karan @ Dev Karan R/o Vill. Dhamlaka, Teh. & Dist. Rewari vide fard jannabardi for the year 1978-79, 1997-98, 2007-08 and mutation No. 265, 306, 307, 365, 369, 370, 371 & 373 and sale deed No. 1417 dated 23.05.2007 respectively. Sh. Ram Narain had sold his 39 Kanal 10 Marla land to the above company vide regd. sale deed No. 483 dated 07.04.2011 and Smt. Asha Devi had sold her 18 Kanal land to the above company vide regd. sale deed No. 12524 dated 31.10.2011. The above company has obtained a licence No. 73 dated 01.08.2014 issued by Director General, Town & Country Planning Haryana, Chandigarh regarding 47 Kanal 16 Marla land i.e. 5.975 acre for set-up affordable group housing society on the above land situated in the revenue estate of Vill. Dhamlaka, Sector-26 & 27, Rewari, Teh. & Distt. Rewari.
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.)	Full ownership right.
10.	If leasehold, whether,	N.A.
	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	N.A.

For B.M. Gupta Developers Pvt. Ltd.  
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	and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether: grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether: a)Such right is heritable and transferable, b)Mortgage can be created.	No.
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.	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether: a)The Gift/Settlement Deed is duly stamped and registered; b)The Gift/Settlement Deed has been attested by two witnesses; c)The Gift/Settlement Deed transfers the property to Donee; 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; e)Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f)Whether the Donee is in possession of the gifted property; 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; h)Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable	N.A.





	<p>mortgage.</p> <p>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p>	N.A.
	<p>(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.</p> <p>(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?</p>	N.A.
16.	<p>Whether the title documents include any testamentary documents/wills?</p> <p>(a) In case of wills, whether the will is registered will or unregistered will?</p> <p>(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?</p> <p>(c) Whether the property is mutated on the basis of will?</p> <p>(d) Whether the original will is available?</p> <p>(e) Whether the original death certificate of the testator is available?</p> <p>(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</p> <p>(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.)</p>	No.
		N.A.
		N.A.
		No.
		N.A.
		N.A.
17.	<p>(a) Whether the property is subject to any wakf rights?</p> <p>(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?</p> <p>(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?</p>	N.A.
18.	<p>(a) Where the property is a HUF/joint family property, mortgage is created for family</p>	N.A.

For B.M. Gupta Developers Pvt. Ltd.

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	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.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(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/permissions to be obtained for creation of valid mortgage?	N.A.
	(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?	Yes.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained	Yes.
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.)	As above.
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	No.
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	No.

*[Signature]*





	mortgage or have any implication of its future enforcement?	
	(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.	No.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpot? 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.	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.	Yes, the authorised attorney or agent can execute the conveyance deed etc. in favour of the buyers of the flat(s).
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.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	No. However, the authorization letter is required to execute the documents in favour of the buyers.
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law	N.A.
	(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)	N.A.
	(d) In case of Builder's POA, whether a	The attested copy of authorization letter is

*[Signature]*

For B.M. Gupta Developers Pvt. Ltd.

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	certified copy of POA is available and the same has been verified/compared with the original POA.	sufficient.
	(e) In case of Common POA (i.e. 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 the basis of original POA?	N.A.
	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?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N.A. However, the buyers would create the equitable mortgage by deposit of original title deeds in favour of your bank.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/L and owner's title to the land/building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/Builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA, etc.; (h) Approval of building plan, permission of appropriate/local authority, etc.;	The title of the above company is legal and perfect. All the documents in the name of the above company is legal, genuine and duly registered respectively.

*For*

*[Signature]*






	(i)Conveyance in favour of Society/ Condominium concerned; (j)Occupancy Certificate/allotment letter/letter of possession; (k)Membership details in the Society etc.; (l)Share Certificates; (m)No Objection Letter from the Society; (n)All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.; (o)Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p)If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q)Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	<u>The above property is free from all encumbrances.</u>
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	Last 30 years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (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.	As mentioned in above documents.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	The buyers of Flat(s) can mortgage their respective properties in favour of your bank by deposit of their respective title deeds in original.
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes. 
37.	Whether the property can be identified from	Yes, the above company has provided

For P. M. Gupta Developers Pvt. Ltd.

Atch. 15.05.2019



	the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (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.	electricity, water & sewerage facilities to its buyers in the above locality.
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 comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TTR, please provide these comments subsequently, on making the same available to the advocate.)	As mentioned above
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.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	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.	Photocopies of the above documents are attached herewith.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No.
44.	Additional aspects relevant for investigation of title as per local laws.	No.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No. 





46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	The buyers/ the intending mortgagors himself/herself/themselves.
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Date : 22.12.2014  
Place : Rewari

  
(MAN SINGH GUPTA)  
Advocate

For B.M. Gupta Developers Pvt. Ltd.

Authorized Signatory



ANNEXURE - C  
CERTIFICATE OF TITLE

I have examined the Photocopy/Certified copy of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** (\*please specify the kind of 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 the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 22.12.1984 to 21.12.2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor(s) and his/ their interest in the property/(ies) is to the extent of        N.A.        (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower(s). Buyers of affordable flat(s) from M/s B.M. Gupta Developers Pvt. Ltd having its





Regd. Office at Room No. 2, 1st Floor, 5948-5949, Bansi Harphool Singh, Sadar Thana Road, Delhi

9. I certify that Buyers of affordable flats) from M/s B.M. Gupta Developers Pvt. Ltd having its Regd. Office at Room No. 2, 1st Floor, 5948-5949, Bansi Harphool Singh, Sadar Thana Road, Delhi has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

1. Photocopies of the above documents in the name of the above company.
2. Original allotment letter in the name of the allottee.
3. Original buyers agreement in the name of the allottee.
4. Original conveyance deed in the name of the allottee.
5. Original tripartite agreement
6. Original search receipt Nos. 062 & 6266 dated 22.12.2014
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

#### SCHEDULE OF THE PROPERTY (IES)

A property which is the part of Khewat No. 34 Khatoni No. 41 Rect. No. 2 Kila No. 15(10-0) 16(8-0) measuring 18 Kanal; and Khewat No. 22 Khatoni No. 27 Rect. No. 2 Kila No. 11(5-16) 12(8-0) 13/2(4-0) 14/2(4-0) 17(8-0) measuring 29 Kanal 16 Marla; total measuring 47 Kanal 16 Marla its full share i.e. 47 Kanal 16 Marla i.e. 5.975 acres situated in the revenue estate of Vill. Dhamlaka, Sector. 26 & 27, Rewari, Teh. & Distt. Rewari vide regd. sale deed No. 483 dated 07.04.2011 & No. 12524 dated 31.10.2011 respectively.

Date : 22.12.2014  
Place : Rewari

  
(MAN SINGH GUPTA)  
Advocate

For B.M. Gupta Developers Pvt.Ltd.

Authorised Signatory



**ANNEXURE - C1**

**Certificate of title on the Basis of certified copies of the title deeds**

I have examined the title deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of \*Equitable Mortgage (\*please specify the kind of 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 and undertake to re-examine the original title deeds as and when produced.
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 on production of the original title deeds. 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 encumbrances certificate for the period from 22.12.1984 to 21.12.2014 pertaining to the immovable property/ies covered by above said certified copies Title deeds. The property appears to be free from all encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank,
7. Minor(s) and his/ their interest in the property/(ies) is to the extent of NA (Specify the share of the Minor with Name). (Strike out if not applicable).

*[Signature]*





8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower(s). Buyers of affordable flat(s) from M/s B.M. Gupta Developers Pvt. Ltd having its Regd. Office at Room No. 2, 1st Floor, 5948-5949, Bansi Harphool Singh, Sadar Thana Road, Delhi.

9. I certify that Buyers of affordable flat(s) from M/s B.M. Gupta Developers Pvt. Ltd having its Regd. Office at Room No. 2, 1st Floor, 5948-5949, Bansi Harphool Singh, Sadar Thana Road, Delhi has/have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents of which have been examined would create a valid and enforceable mortgage:
1. Photocopies of the above documents in the name of the above company.
  2. Original allotment letter in the name of the allottee.
  3. Original buyers agreement in the name of the allottee.
  4. Original conveyance deed in the name of the allottee.
  5. Original tripartite agreement
  6. Original search receipt Nos. 062 & 6266 dated 22.12.2014
  11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

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A property which is the part of Khewat No. 34 Khatoni No. 41 Rect. No. 2 Kila No. 15(10-0) 16(8-0) measuring 18 Kanal; and Khewat No. 22 Khatoni No. 27 Rect. No. 2 Kila No. 11(5-16) 12(8-0) 13(2(4-0) 14(2(4-0) 17(8-0) measuring 29 Kanal 16 Marla; total measuring 47 Kanal 16 Marla its full share i.e. 47 Kanal 16 Marla i.e. 5.975 acres situated in the revenue estate of Vill. Dhamleka, Sector, 26 & 27, Rewari, Teh. & Dist. Rewari vide regd. sale deed No. 483 dated 07.04.2011 & No. 12524 dated 31.10.2011 respectively.

Date : 22.12.2014  
Place : Rewari

  
(MAN SINGH GUPTA)  
Advocate

For B.M. Gupta Developers Pvt.Ltd

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