

RAJENDRA GUPTA

B.Com(H), M.Com., L.L.B.

ADVOCATE

Off. : 303, 3rd Floor, Neelkanth House,
S-524, School Block, Shakarpur,
Vikas Marg, Delhi-110092, (India).

Chamber : 130, Lawyers Chambers,
Supreme Court of India,
New Delhi-110001, (India).

Phone : 011-65490715

Fax : 011-22483028

Mobile : 9811417690, 9311417690

E-mail : rgupta70@rediffmail.com
riyanshassociates@gmail.com

Ref.: SBI/SME/Project-Terra Heritage/PR-24/1250

8th February, 2014

To
The Chief Manager,
State Bank of India,
S.M.E. Branch,
F-296C, RIICO Chowk,
Bhiwadi -301019
Dist:- Alwar, Rajasthan

Your Ref.: Housing Project "Terra Heritage" of M/s Competent Infratech Private Ltd. & M/s Skylark Infratech Private Ltd.

Subject: Title Search Report to be constructed in the township developed upon Khasra Nos. 386/35, 384/34, 387/32, 24, 26, 30, 31, 09, 10, 11, 392/29, 28, 29, 27, 391/27, 390/25, 25, 389/25, 23 Plot Area measuring 4.6358 hectares, as per Revenue Records, Area measuring according to site plan 43491.61 sq. mtrs., project known as "Terra Heritage", in the revenue estate of Village Banbeer Pur , Tehsil Tijara, District Alwar, Rajasthan

Dear Sir,

This is with reference to your request for Title Investigation, Search and Scrutiny of documents in respect of the captioned project for the purpose of extending housing finance to the individual persons. In this regard, the undersigned has carried out due diligence in respect of the documents relating to the captioned project and submit the following for your further action.

1. Title Investigation Report
2. Certificate of Title & Non-Encumbrance.
3. Receipt for search/inspection of records (in Original)

Thanking You.

Yours Faithfully,

(Rajendra Gupta)

Advocate

Encl.: AS Above

RAJENDRA GUPTA

B.Com. (H), M.Com., LL.B.

ADVOCATE

Off. : 303, 3rd Floor, Neelkanth House,
S-524, School Block, Shakarpur,
Vikas Marg, Delhi-110092.

Chamber: 130, Lawyers Chambers,
Supreme Court of India,
New Delhi-110001.

Res.: 359/6, Bhole Nath Nagar,
Shahdara, Delhi-110032.

Phone : 011-65490715
Fax: 011-22483028

Mobile: 9811417690/9311417690
E-mail: rgupta70@rediffmail.com
riyanshassociates@gmail.com

Ref.: SBI/SME/Project-Terra Heritage/PR-24/1250

8th February, 2014

To
The Chief Manager,
State Bank of India,
S.M.E. Branch,
F-296C, RIICO Chowk,
Bhiwadi -301019
Dist:- Alwar, Rajasthan

Annexure-B

TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	The Chief Manager, State Bank of India, S.M.E. Branch, F-296C, RIICO Chowk, Bhiwadi -301019 Dist:- Alwar, Rajasthan
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Terra Heritage
	c) Name of the Borrower.	Prospective Borrower(s)/Flat Buyers
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Individual/Prospective flat buyer(s).
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Individual/Prospective flat buyer(s).
	c) State as to under what capacity is security offered (whether as joint applicant of borrower or as guarantor, etc.)	As prospective borrower(s).
3.	Complete or full description or full description of the immovable property/(ies) offered as security including the following details.	Prospective flats/dwelling units to be constructed in the township developed upon Khasra Nos. 386/35, 384/34, 387/32, 24, 26, 30, 31, 09, 10, 11, 392/29, 28, 29, 27, 391/27, 390/25, 25, 389/25, 23 on plot area measuring 4.6358 hectares (as per Revenue Records) and measuring 43491.61Sq. Mtrs. as per site plan. Housing project



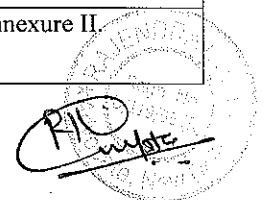
		known as "Terra Heritage", in the revenue estate of Village Banbeer Pur, Tehsil Tijara, District Alwar, Rajasthan.
	(a) Survey No.	N.A.
	(b) Door/House No. (in case of house property)	N.A.
	(c) Extent /area including plinth/built up area in case of house property.	Not available at present
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	"Terra Heritage", in the revenue estate of Village, Banbeer Pur, Tehsil Tijara, District Alwar, Rajasthan, bounded as under East: Other Khata Dhari and State Highway No.25 West: Khasra No.21 or 22. North: Khasra No.35 South: Land of M/s Omex Pvt. Ltd.
4.	(a) Particulars of the documents scrutinized-serially and chronologically. (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	As per Annexure-I
	Sl. No. Date Name/Nature of the Document Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate. Yes.
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.)	No
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?	No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	N.A.
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar, Bhiwadi
	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?	No
	c) Whether search has been made at all the offices named at (b) above?	N.A.
	d) Whether 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 title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 Crore and above,	As per Annexure-II

Handwritten signature and circular stamp of the Registrar, Bhiwadi.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder of Govt. Grantee/Allottee etc.)	Intending Borrower(s)/Mortgagor(s) would acquire Sub-Leasehold rights after execution of Sub-Lease Deed in their favour.
10.	If leasehold, whether;	
	a) Lease Deed is duly stamped and registered	Yes, Lease deed dated 14.08.2013 is duly registered.
	b) Lessee is permitted to mortgage Leasehold right,	Yes.
	c) Duration of the Lease/unexpired period of lease,	Duration of lease is 99 years from 14.08.2013.
	d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgagee by Sub-Lessee also.	Yes.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes, lease is for carrying out project of group housing
	f) Right to get renewal of the leasehold rights and nature thereof.	Not mentioned in the lease deed executed by Urban Improvement Trust Bhiwadi.
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether;	N.A.
	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;	N.A.
	a) Such right is heritable and transferable,	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	There are no minor interests whatsoever
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N.A.
	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	
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	(c) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied	N.A.
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	N.A.
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgage?	N.A.
16.	Whether the title documents include any testamentary documents/wills?	No.
	(a) In case of wills, whether the will is registered will or unregistered will?	
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	No.

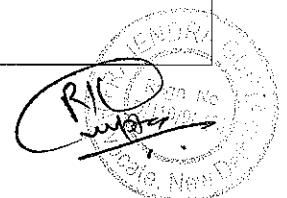
R.K. Gupta

	(c) Whether the property is mutated on the basis of will?	No.
	(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? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	No.
	(c) Precautions/permissions, if any in respect of the above ceases for creation of mortgage?	No.
18.	(a) Where the property is 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.	No.
	(b) Please also comment on any other aspect which may adversely affect the validity or security in such cases?	No
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
	(c) If so additional precautions/permission to be obtained for creation of valid mortgage?	No.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
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.	Permission for "Change of Land use" since obtained.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes, for residential purpose.
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, SEW regulations, Coastal Zone Regulations, Environmental Clearance, etc.),	No.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not observed, however a declaration be obtained from building.
	(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?	Not observed, however a declaration be obtained from building.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	No.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	As per Annexure II.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	As per Annexure II.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	As per Annexure II.

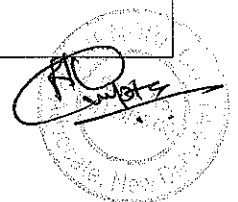


 P/O

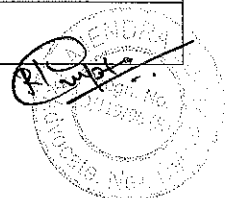
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Land belongs to two companies, who will be executing construction Plan & would be selling constructed flats to individual buyers.
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? (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. (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). (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. (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? (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?) (g) Please comment on the genuineness of POA? (h) The unequivocal opinion on the enforceability and validity of the POA?	Comments as per title certificate.
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.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/ building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder;	It will be a Group Housing Residential Complex Yes, the land, it has been demised by Nagar Vikas Nayas, Bhiwadi, for carrying out group housing project, in favour of M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.(Builders). The two companies have constituted a partnership firm known as M/s Teera Develops for development & construction of Housing Project. Yes



	<p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Would be executed by developer firm with individual buyers.</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>N.A</p> <p>Yes, to be issued subsequently</p> <p>N.A</p> <p>N.A</p> <p>N.A.</p> <p>N.A</p> <p>Yes</p> <p>N.A</p> <p>Yes</p> <p>To be numbered by Developer later on.</p>
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.	Out of total flats to be constructed under the project, 70 Flats (EWS) & 42 Flats (LIG), would be at the disposal of Urban Improvement Trust as per Sate Govt. Letter No. nil dated 02.05.2012.
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.	1985 to 07.02.2014 No encumbrance found in the record of the Sub-Registrar, concerned. Receipt for inspection of land revenue records with Sub-Registrar, concerned for last 30 years is enclosed in original.
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.	<p>(a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.</p>	No.



34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	As per Annexure II.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not at present
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?	Not at present N.A Yes
37.	Whether the property can be identified from 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.	Yes, as and when applicable.
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.	Comments not possible
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Comments not possible
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, subject to (i) No Objection Certificate from M/s Competent Infratech Pvt. Ltd. & M/s Shylark Infratech Pvt. Ltd. for creating mortgage in favour of the SBI. (ii) Execution of Tripartite Agreement. (iii) Third party guarantee/equitable mortgage may be obtained for the moratorium period of construction. (iv) Other documents relating to the allotment/purchase of flat as per certificate of title.
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.	N.A.
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.	Yes, as per certificate of title.
44.	Additional aspects relevant for investigation of title as per local laws.	The partnership firm M/s Terra Developers Constituted by M/s Competent Infratech Pvt. Ltd. & M/s Shylark Infratech Pvt. Ltd. as its 2 partners, needs to be authorised by way of Special Power of Attorney (duly registered), authority it to sell the dwelling units to be constructed, to receive money in its own name and to execute all documents including the Sale Deed/Conveyance Deed/Lease Deed/Sub-Lease Deed/Transfer Deed, on behalf of the two companies as their Attorney.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	None
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Individual/Prospective flat buyer(s)/allottee(s).


(RAJENDRA GUPTA)
ADVOCATE

Annexure-I

Particulars of the documents scrutinized serially and chronologically

1. Memorandum and Articles together with Certificate of Incorporation of M/s Competent Infratech Private Limited **(Original)**.
2. Memorandum and Articles of Association together with Certificate of Incorporation of M/s Skylark Infratech Private Limited **(Original)**.
3. Jamabandi for the Fashli Vikram Samvat years 2035,2039,2048 to 2051,2052,2056 to 2063, 2064 to 2067
4. 20 Title Deeds (details as per enclosed lists) **(Original)**.
5. Partnership Deed dated 18.05.2013, entered into between M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. constituting partnership firm, in the name & style of M/s Terra Developers, together with firm's Registration Certificate dated 20.06.2013 **(Original)**.
6. Order No.516-18/13 dated 10.06.2013 passed by Authorised Authority Nagar Vikas Nagar, Bhiwadi under Section 90-Ka of Rajasthan Land Revenue Act 1956 in case No.69/13 of 2013 authorising change of land use from Agricultural to Residential **(Original)**.
7. Original letter dated 05.06.2013 issued by the office of Nagar Vikas Nayas, Bhiwadi in the names of M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd **(Original)**.

Original documents have been verified.



Annexure-II

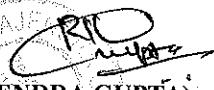
Flow of titles/tracing out the title, of the intended mortgage or and his / its predecessors in interest from the Mother Deed to the latest title deed.

Perusal of the documents as mentioned in para 4 above, reveals that:

1. M/s Competent Infratech Pvt. Ltd & Skylark Infratech Pvt. Ltd. purchased/exchanged land area measuring 4.6358 hect as per revenue record & area measuring 43491.61 hect., as per site plan from various, khatedar of Khasra Nos.386/35, 384/34,387/32, 24, 26, 30, 31, 09, 10, 11, 392/29, 28, 29, 27, 391/27, 39/25, 25, 389/25, 23, in terms of duly registered 20/21 Sale Deed, details of which are annexed as per list.
2. The aforesaid, two Companies got the permission from Authorised Authority for conversion/change of land use from agriculture to residential, vide case No.69/3 year 2013, order dated 10.06.2013, they also got the leasehold rights and the aforesaid land in terms of Lease Deed dated 14.08.2013 executed by duly registered with Sub-Registrar-Bhiwadi, as Document No.2013004225 dated 19.08.2013.
3. They have also received the permission for construction of Housing Project vide office of Urban Improvement Trust of Bhiwadi Letter No.9958.59/13 dated 17.10.2013.
4. Thus M/s Competent Infratech Private Limited & Skylark Infratech Private Limited have acquired a clear and marketable leasehold right on the property.

It is concluded that **M/s Competent Infratech Private Limited & Skylark Infratech Private Limited** are the lawful Lessee having absolute perpetual leasehold rights in the project land and the same would be passed on to the intending buyers/allottees of flat on execution of Title/Sub-Lease Deed in their favour.

Chain of title is complete in the present case.


(RAJENDRA GUPTA)
ADVOCATE

RAJENDRA GUPTA

B.Com. (H), M.Com., LL.B.

ADVOCATE

Off : 303, 3rd Floor, Neelekanth House,
S-524, School Block, Shakarpur,
Vikas Marg, Delhi-110092.

Chamber: 130, Lawyers Chambers,
Supreme Court of India,
New Delhi-110001.

Res.: 359/6, Bholu Nath Nagar,
Shahdara, Delhi-110032.

Phone : 011-65490715
Fax: 011-22483028

Mobile: 9811417690/9311417690
E-mail: rgupta70@rediffmail.com
riyanshassociates@gmail.com

Ref.: SBI/SME/Project-Terra Heritage/PR-24/1250

8th February, 2014

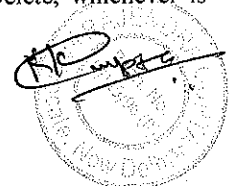
To
Assistant General Manager
PB Branch,
State Bank of India
11, Parliament Street,
New Delhi -110001.

Annexure C

CERTIFICATE OF TITLE

Certified that I have examined the original title deeds and other documents of the Builder/Developer relating to the land property in question and the construction of dwelling units thereon which would be offered as security by way of ~~registered/equitable/English mortgage~~, after execution of title deeds by the Builder in favour of the prospective buyer(s) and the documents of title of the land referred to in the opinion are valid evidence of right, title and interest of the present owner/builder in the scheduled property and that if the said equitable mortgage on the dwelling units is created on production of original title deeds, it will satisfy the requirements of creation of ~~registered/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 would be 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 search made for the period 1985 to 07.02.2014 in the office of the Sub-Registrar, concerned, (original receipts enclosed) 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 the already stated in the loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable)----- **Not Applicable**-----.



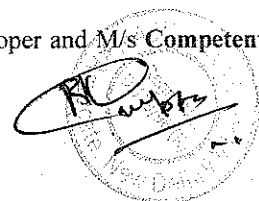
7. There is no Minor(s) interest.
8. The Mortgage if created, will be available to the bank for the liability of the intending/ prospective borrower/s.
9. I certify that Prospective Borrower/s would acquire absolute leasehold, clear and marketable title in the dwelling units to be constructed **subject to execution of Lease Deed in their favour** over the scheduled property/ies. I further certify that the above title deeds relating to project land are genuine and valid mortgage can be created on the basis of original title deeds of the dwelling units and the said mortgage would be enforceable.
10. In case of creation of mortgage by deposit of title deeds, I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage:

Documents from intending purchaser/mortgagor(s):

- (i) Confirmation/Allotment Letter from **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. or M/s Terra Developer duly empowered by the two companies on their behalf as their attorney**, for allotment of flat to intending buyer/mortgagor **(in original)**.
- (ii) Builder-Flat Buyer Agreement executed by **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. or M/s Terra Developer duly empowered by the two companies on their behalf as their attorney**, with intending buyer/mortgagor **(in original)**.
- (iii) Demand Letter for flat **(in original)**.
- (iv) Receipts for payment against allotted flat **(in original)**.
- (v) No Objection Certificate (NOC) from **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. or M/s Terra Developer duly empowered by the two companies on their behalf as their attorney**, for mortgaging the flat in favour the State Bank of India **(in original)**.
- (vi) Tripartite Agreement to be executed amongst the State Bank of India, intending allottee/buyer and **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. or M/s Terra Developer duly empowered by the two companies on their behalf as their attorney**, **(in original)**.
- (vii) Undertaking from intending allottee/buyer to deposit original Possession Letter and original title deeds (Sub-Lease Deed -to be executed and registered subsequently) and all other documents in the name of the intending allottee/buyer as and when executed may be required by the bank **(in original)**.
- (viii) Affidavit from the mortgagor(s) regarding property as per bank's draft format.

One Time Documents relating to the Project:

- (i) Memorandum & Articles of Association alongwith Certificate of Incorporation of **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd. or M/s Terra Developer duly empowered by the two companies on their behalf as their attorney**, **(attested true copy by Company)**.
- (ii) Board resolutions passed by each of two companies namely **Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** Resolving as under:
 - (a) Two constitute a partnership firm to be known as Terra Developers with 50-50 partnership.
 - (b) Development to authorized the partnership from M/s Terra Developers to carry out development and construction on peaces of land Khasra No. 386/35, 384/34, 387/32, 24, 26, 30, 31, 09, 10, 11, 392/29, 28, 29, 27, 391/27, 390/25, 25, 389/25, 23 Plot Area measuring 4.6358 hectares, as per Revenue Records, Area measuring according to site plan 43491.61 sq. mtrs., project known as "Terra Heritage", in the revenue estate of Village Banbeer Pur , Tehsil Tijara, District Alwar, Rajasthan.
 - (c) Authorizing a partnership from to allot issue to money receipt to the buyers allotment letters sign builder flat buyer agreement execute Lease Deed in favour of individual buyers as the attorney of **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.**
- (iii) Development and construction agreement entered into between M/s Terra Developer and **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.**



Partnership Deed dated 18.05.2013 in respect of partnership from M/s Terra Developers together with from registration certificate dated 20.06.2013.

- (iv) Power of Attorney executed by M/s **Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** in favour of M/s Terra Developers authorizing them to Authorising a partnership from to allot issue to money receipt to the buyers allotment letters sign builder flat buyer agreement execute Lease Deed in favour of individual buyers as the attorney of **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.**, duly registered.
- (v) Lease Deed dated 14.08.2013 executed by Nagar Vikas Nayas, Bhiwadi in favour of M/s Authorising a partnership from to allot issue to money receipt to the buyers allotment letters sign builder flat buyer agreement execute Lease Deed in favour of individual buyers as the attorney of **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** registered as document No.2013004225, Book No. I, Vol. No. 1414, on pages 237 &246 on 19.08.2013 with Sub-Registrar, Bhiwadi **(Certified True Copy)**.
- (vi) Jamabandi for the Vikram Samvat 2048-2051 **(Certified True Copy)**.
- (vii) Approval Letter No. 9958-59/13 dated 17.10.2013 issued by Nagar Vikas Nayas, Bhiwadi in the name of **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.**(**Attested true copy by Company**).
- (viii) Order dated 10.06.2013 passed by Authorised Authority under Section.90-Ka of Rajasthan Land Revenue Act 1956 in case No. 69/13 of 2013, regarding change of land use. (**Certified True Copy**).
- (ix) Office Order No.8654/13 dated 16.08.2013, regarding possession of land to **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** together with Deposit Receipt for Rs.4477405/- **(Certified Copy)**.
- (x) Approved building maps/plans **(attested true copy by Company)**.
- (xi) Payment Plan alongwith brochure for flat/dwelling unit **(attested true copy by Company)**.
- (xii) Affidavit from **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** that there are no pending dues from any Authority in respect of the said project land.
- (xiii) Undertaking from **M/s Competent Infratech Pvt. Ltd. & M/s Skylark Infratech Pvt. Ltd.** that there are no litigation pending against the company in respect of the said project land.
- (xiv) There are no legal impediments for creation of the mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Prospective flats/dwelling units to be constructed in the township developed upon Khasra No, 386/35, 384/34, 387/32, 24, 26, 30, 31, 09, 10, 11, 392/29, 28, 29, 27, 391/27, 390/25, 25, 389/25, 23 measuring Plot Area measuring 4.6358 hectares, as per Revenue Records, Area measuring according to site plan 43491.61 sq. mtrs., project known as "Terra Heritage", in the revenue estate of Village Banbeer Pur , Tehsil Tijara, District Alwar, Rajasthan.


(RAJENDRA GUPTA)
ADVOCATE

