

FINLEX GLOBAL ADVISORY

PROPERTY LEGAL HEALTH & CONTRACT RISK DIAGNOSTIC

Property Legal Health Dossier

Nimbora Heights · Gurugram, Haryana

5

FPSI / 100

RED · SEVERE LEGAL JEOPARDY

Halt — do not transfer funds

PREPARED FOR

Priya Raman · United Kingdom

PARCEL / SURVEY IDENTIFICATION

XX//1, XX//2 and XX//3

PROPERTY

Residential Apartment

DOSSIER REFERENCE

FLX-SAMPLE-0001

DATE OF ISSUE

15 October 2026

TRANSACTION

New Purchase — Ready to Move (Builder)

CONFIDENTIAL — AUTOMATED LEGAL DIAGNOSTIC. This dossier was produced by the FinLex analysis engine, an AI-assisted desk review built on a methodology drawn from 25+ years of bank mortgage-underwriting and loan-closing diligence, solely for the named client and solely from documents the client supplied. It has not been individually reviewed by an advocate, is not a legal opinion or title certificate, and must not be relied upon by any third party, lender or purchaser. See Section 12.

SECTION 02

Executive Summary & Core Verdict



DEAL RECOMMENDATION

HALT

Halt: RERA registration expired 31 March 2025 and ₹32,25,000 was taken without a registered agreement, against mortgaged land.

High probability of fraud, unapproved construction, or title defect. Immediate stop advised.

The papers show an unregistered Apartment Buyer's Agreement (12 Mar 2024) and an allotment letter for C-1104, Tower C. The price is ₹2,15,00,000, of which ₹32,25,000 (15%) has been paid. The units are under construction with possession due Dec 2026–Dec 2027, not 'ready' as your intake says. The project land is mortgaged to Tarvelli Finance. No title, licence or OC papers were produced.

The biggest risks are these. HARERA registration lapsed on 31 Mar 2025 with no extension shown. The builder took 15% without a registered agreement, breaching RERA s.13. Clauses 5, 7 and 9 are one-sided: token delay pay, a 15% area swing and 20% forfeiture. The intake names 'Corvanta Falcon' but the documents name 'Corvanta Realcon'.

Pay nothing more. First confirm the RERA extension, Tarvelli's NOC and the land title. Then get a registered agreement with corrected Clauses 5, 7, 8 and 9.

Top Red Flags

- 01

Revoked or expired RERA project registration

The REP-III certificate RC/REP/HARERA/GGM/20XX/XXXX is valid only to 31 Mar 2025 with 'no Section 6 extension recorded'. Possession under Clause 4 runs to Dec 2027, well beyond that date.

FLAGGED · -20 PTS
- 02

Delay interest asymmetry (buyer vs. builder)

Clause 6 charges you 18% p.a. compounded quarterly on late payments. Clause 5 pays you only Rs 5/sq ft/month (~Rs 9,250), only at possession, and waives all other claims. This breaches RERA s.18 interest parity.

FLAGGED · -10 PTS
- 03

Unilateral area alteration clause (>10% without consent)

Clause 7 allows a 15% variation in super and carpet area with pro-rata price revision. You have no right to object or withdraw, which exceeds the 10% threshold and RERA s.14.

FLAGGED · -10 PTS

Score Composition

Points retained in each weighted category (higher is safer). Total deduction: 95 points.

Title Chain Continuity & Legal Capacity		0 / 35
Statutory Sanctions & Civic Approvals		0 / 30
Builder-Buyer Agreement Asymmetry		0 / 20
Municipal & Tax Dues		5 / 15

SECTION 03

Your Action Plan — Next Course of Action

What to do next, in this order. Steps marked **Immediately** and **Before any payment** protect money you have not yet paid.

- 1

Stop all further instalments. Check the HARERA Gurugram site for any Section 6 extension of RC/REP/HARERA/GGM/20XX/XXXX beyond 31 Mar 2025 and download the latest quarterly progress report.

IMMEDIATELY

YOU

Paying into a lapsed project leaves you without RERA protection and with weak refund leverage.
- 2

Ask Corvanta in writing why the seller is named 'Corvanta Falcon' vs 'Corvanta Realcon'. Demand missing Clauses 1–3, Schedules A–C, the floor plan and the signatory's board resolution.

IMMEDIATELY

BUILDER

An unnamed signatory and missing pages could leave the contract unenforceable against the real promoter.
- 3

Get Tarvelli Finance's written NOC for C-1104 and a letter confirming the loan is standard, not NPA or under SARFAESI. Then verify the EC for all three khasras.

BEFORE ANY PAYMENT

BANK / LENDER

If Tarvelli enforces its mortgage, your unit and the ₹32,25,000 paid could be caught in recovery.
- 4

Get written confirmation that Collection A/c XXXXXXXXXXXX0000 is the RERA 70% separate account. Demand registration of the agreement now, or credit-back of the ₹10,75,000 taken above 10%.

BEFORE ANY PAYMENT

BUILDER

Funds outside the RERA account can be diverted, and the excess advance breaches RERA s.13.
- 5

Refuse to register the Agreement unless amended: Cl.5 symmetric RERA interest; Cl.7 area cap ±3% carpet with withdrawal right; Cl.8 charges capped; Cl.9 forfeiture ≤10%, refund in 45 days.

BEFORE SIGNING

YOUR LAWYER

Unamended, these clauses expose you to ₹43,00,000 forfeiture and up to ₹32,25,000 price rise.
- 6

Obtain DTCP Licence XX of 20XX with renewals, CLU, sanctioned building plans, and the title deeds, jamabandi and mutation for Khasra XX//1, XX//2, XX//3.

BEFORE REGISTRATION

BUILDER

Without these, the promoter's right to build and sell C-1104 is unproven.
- 7

Insist the conveyance deed is executed only after the OC for Tower C is produced and verified, with a fixed date for conveyance (Cl.11 has none).

BEFORE REGISTRATION

YOU

Possession without an OC risks utility denial and penalties, and an open-ended conveyance leaves title with the builder.
- 8

Commission FinLex's 30-Year Title Search with litigation and acquisition searches on the project khasras.

BEFORE REGISTRATION

FINLEX

Title, encumbrance and litigation all remain unverified on the current file.

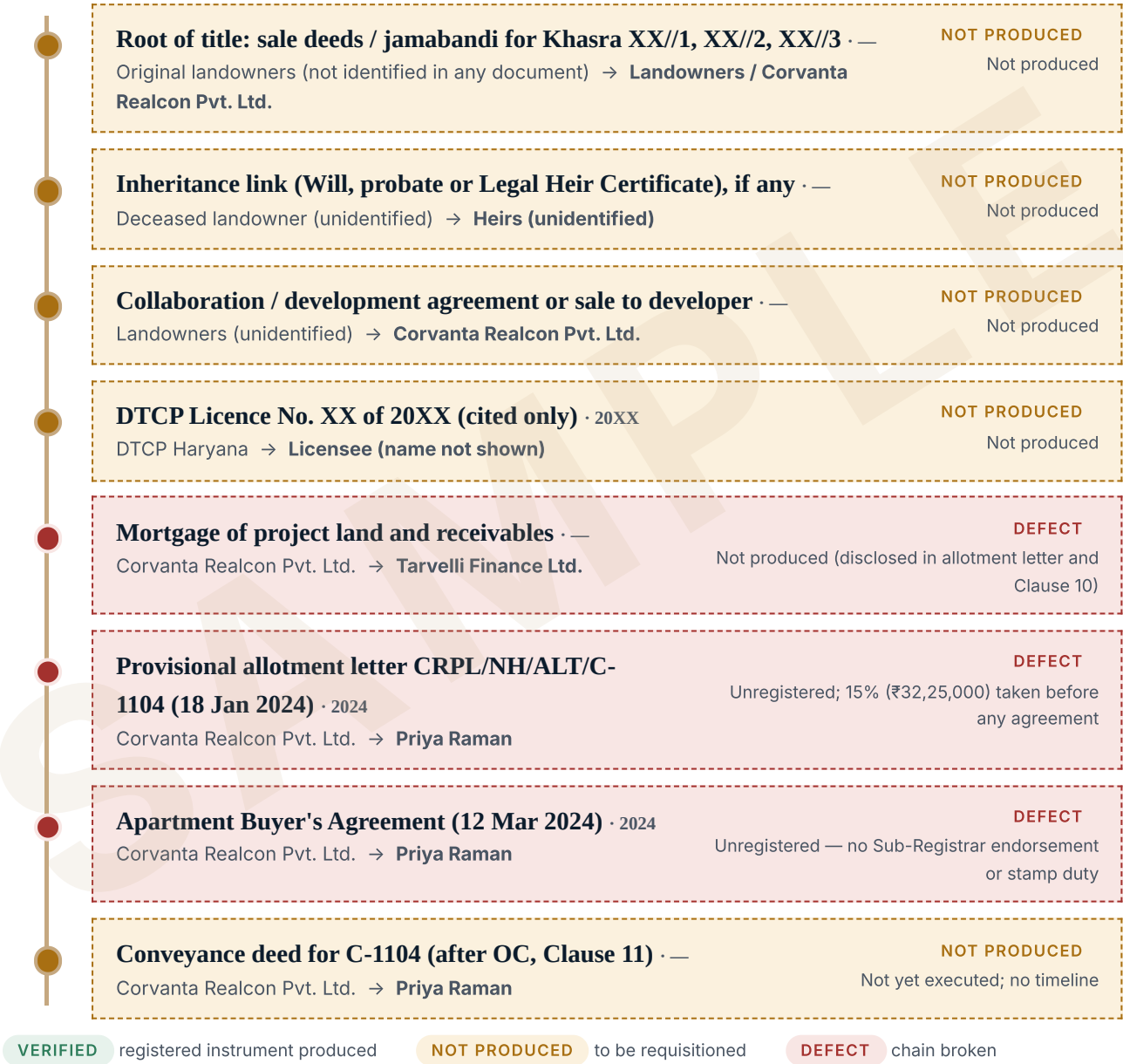
What is at stake

RISK	AMOUNT AT RISK	BASIS
Amount already paid, at risk if title or mortgage fails	₹32,25,000	Booking amount recorded in the 18 Jan 2024 allotment letter (15% of ₹2,15,00,000), paid against land mortgaged to Tarvelli Finance.
Excess forfeiture under Clause 9	₹21,50,000	20% × ₹2,15,00,000 = ₹43,00,000 forfeitable, vs 10% cap of ₹21,50,000. Excess ₹21,50,000, plus taxes and brokerage.
Price rise from 15% area variation (Clause 7)	₹32,25,000	15% × ₹2,15,00,000 pro-rata revision, which you cannot refuse or exit.
Delay interest asymmetry, per year	₹4,69,500	Your rate of 18% on ₹32,25,000 = ₹5,80,500/yr, vs builder's ₹9,250 × 12 = ₹1,11,000/yr. Gap grows as more is paid.
Advance taken above RERA 10% limit	₹10,75,000	₹32,25,000 paid – ₹21,50,000 (10% of price) taken before any registered agreement for sale.

SECTION 04

Title Chain Reconstruction & Genealogy Map

Ownership traced from the root allotment to the present seller, from the instruments produced. Dashed links are gaps: a red link is an established defect; an amber link is an instrument not yet produced.



Analyst note. Not one document shows who owns the land under Nimbora Heights or how Corvanta acquired it — Clause 10 merely asserts title. Your intake names 'Corvanta Falcon Pvt. Ltd.'; every document says 'Corvanta Realcon Pvt. Ltd.' (CIN U00000HR0000PTC000000). Your 'inherited: yes' answer is not reflected in any document. Your own link (the Agreement) is unregistered, so you hold only a contractual claim, not title.

SECTION 05

Builder-Buyer Agreement Redline Matrix

Clauses in the agreement supplied that shift risk onto the purchaser, set against the counter-clause we recommend you require before signing.

CLAUSE	WHAT THE AGREEMENT SAYS	RECOMMENDED COUNTER-CLAUSE	STATUS
Cl. 4 – Possession	Promoter only 'endeavours' to offer possession by 31 Dec 2026 + 12-month grace to 31 Dec 2027; no liability for approval delays, labour/material shortage or 'any other cause'.	Firm possession date of 31 Dec 2026 with OC; force majeure limited to RERA-defined events (war, flood, natural calamity); approval delays and labour/material shortages excluded.	DEFECT
Cl. 5 – Delay compensation	₹5/sq ft super area/month (~₹9,250/month, ~₹1,11,000/yr), paid only at possession; all other delay claims waived.	Interest for delay at the HARERA-prescribed rate (SBI MCLR + 2%) on all amounts paid, payable monthly from the due date; delete the waiver; refund with interest on demand under RERA s.18.	DEFECT
Cl. 6 – Buyer late-payment interest	18% p.a. compounded quarterly; cancellation after 60 days' default. On ₹2,15,00,000 that is ~₹38,70,000/yr simple vs ~₹1,11,000/yr owed to you.	Same rate both ways: SBI MCLR + 2% simple interest; cancellation only after a 30-day written notice and opportunity to cure.	DEFECT
Cl. 7 – Area variation	Super and carpet area may vary up to 15% with pro-rata price revision; no right to object or withdraw.	Carpet-area variation capped at 3%; price fixed on carpet area (1,240 sq ft); any change beyond 3% needs written consent with option to exit for full refund plus interest (RERA s.14).	DEFECT
Cl. 8 – Other charges	IFMS ₹150/sq ft (~₹2,77,500), 24 months' advance maintenance, club, power back-up and 'any other charges levied from time to time'.	Exhaustive, rupee-capped schedule of all charges; delete 'any other charges'; IFMS held in a separate account and transferred to the RWA.	DEFECT
Cl. 9 – Cancellation & forfeiture	20% of total consideration (₹43,00,000) forfeited plus brokerage, taxes and interest; balance refunded without interest within 180 days of re-allotment.	Forfeiture capped at 10% of basic sale price; refund of balance within 45 days of cancellation, not linked to re-allotment.	DEFECT
Cl. 10 – Title & mortgage	Promoter declares clear title; you pre-consent to mortgage of land and receivables to Tarvelli Finance Ltd. 'and any other lender'.	Delete blanket consent; promoter to deliver Tarvelli NOC for C-1104 now and before each further payment; indemnity for any lender action.	DEFECT
Cl. 11 – Conveyance	Conveyance after OC and full payment; no timeline.	Registered conveyance deed within 3 months of OC (RERA s.17), with delay interest if missed.	DEFECT

Negotiating position. Where the project is RERA-registered, statutory protections under the Real Estate (Regulation and Development) Act, 2016 override inconsistent agreement terms, and many States prescribe a model agreement. Insist that any deviation from the State model form is listed in a schedule and initialled.

SECTION 06

Statutory & Municipal Compliance Scorecard

Approvals that determine whether the structure can lawfully be occupied, financed and resold.

APPROVAL	COMPETENT AUTHORITY	STATUS	OBSERVATION
RERA project registration RC/REP/HARERA/GGM/20XX/XXXX	HARERA Gurugram	DEFECT	REP-III valid 01 Apr 2021 – 31 Mar 2025; no Section 6 extension recorded. Possession promised to Dec 2027, so the registration has lapsed unless an extension now exists.
DTCP Licence No. XX of 20XX	DTCP Haryana	NOT PRODUCED	Cited in all three documents but not produced; licensee, land area and renewal/validity unknown.
Change of Land Use (CLU)	DTCP Haryana	NOT PRODUCED	Not produced; your 'NA order: no' answer means agricultural conversion is unconfirmed.
Sanctioned building plans – Tower C	DTCP Haryana	NOT PRODUCED	Not produced; 11th-floor unit C-1104 cannot be checked against approved floors or layout.
Occupation Certificate	DTCP Haryana	NOT PRODUCED	You said 'ready, OC: yes', but no OC was uploaded and Clause 4 sets possession for Dec 2026–Dec 2027: this is an under-construction unit.
RERA 70% designated account	HARERA Gurugram (REP-III condition i)	NOT PRODUCED	Your ₹32,25,000 went to 'Collection Account No. XXXXXXXXXX0000'; nothing confirms it is the RERA designated account.
Quarterly progress reports	HARERA Gurugram (REP-III condition iii)	NOT PRODUCED	No QPRs produced; actual construction stage of Tower C is unknown.
Environmental clearance / fire NOC	SEIAA Haryana / Fire Dept.	NOT PRODUCED	Not produced or referenced in any document.

Analyst note. The one approval actually produced — the RERA certificate — expired on 31 Mar 2025. Every other approval (DTCP licence, CLU, building plans, environmental clearance) is cited or assumed but never shown. Your intake describes a ready property with an OC; the documents show an under-construction project with no OC.

Why this matters. A unit without an Occupancy Certificate cannot ordinarily obtain permanent utility connections, is difficult to finance, and is exposed to regularisation penalties or demolition. Lenders and future purchasers will run the same check.

SECTION 07

Power of Attorney & Execution Scrutiny

Whether the person signing the sale deed has the legal authority to convey — the most common failure point in cross-border transactions.

CHECK	STATUS	NOTE
Promoter's signatory named and authorised	DEFECT	Allotment letter and Agreement are signed only 'Sd/-' by an unnamed Authorised Signatory; no board resolution or authority letter referenced.
Board resolution of Corvanta Realcon authorising sale of C-1104	NOT PRODUCED	Not produced.
Landowners' POA / collaboration agreement to Corvanta	NOT PRODUCED	You answered that the seller acts via POA, but no POA or collaboration agreement was produced. Per Suraj Lamp (2012), a GPA alone conveys no title.
Developer identity	DEFECT	Intake names 'Corvanta Falcon Pvt. Ltd.'; all documents name 'Corvanta Realcon Pvt. Ltd.' (CIN U00000HR0000PTC000000). Confirm the correct entity on MCA.
Execution formalities of the Agreement	DEFECT	No witnesses, no execution date against signatures, Clauses 1–3 missing, schedules not annexed.
Registration of Agreement (RERA s.13 / Registration Act s.17)	DEFECT	No Sub-Registrar endorsement, document number or stamp duty shown.
Your own POA for registration from the UK	NOT PRODUCED	If you will not attend the Gurugram Sub-Registrar, a POA attested at the Indian High Commission and adjudicated in Haryana will be needed; none is in the file.

Analyst note. Nobody identifiable has signed for the builder, and the authority chain from landowners to Corvanta is invisible. Until the board resolution, signatory ID and landowner collaboration/POA are produced, you cannot be sure the person who took your ₹32,25,000 could bind the company or the land.

Settled position. A sale effected through a General Power of Attorney, an agreement to sell, or a will does not by itself convey title to immovable property; title passes only by a registered conveyance (Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana, (2012) 1 SCC 656). A PoA executed abroad must be notarised and apostilled or consularised, and is generally required to be adjudicated and stamped in India within three months of receipt.

SECTION 08

Municipal Revenue & Tax Assessment

Cross-verification of the seller's name in revenue records (Jamabandi / Khata / Patta / 7-12) and of municipal dues that travel with the property.

RECORD	STATUS	OBSERVATION
Jamabandi for Khasra XX//1, XX//2, XX//3	NOT PRODUCED	Not produced; current recorded owner of project land unknown.
Mutation entries in favour of Corvanta / landowners	NOT PRODUCED	Not produced; transfer to the developer or landowners not shown in revenue records.
Khasra consistency across documents	NOT PRODUCED	XX//1, XX//2, XX//3 match across Agreement, allotment letter and RERA certificate, but none has been checked against the revenue record.
Encumbrance Certificate / Sub-Registrar search	NOT PRODUCED	Not produced; Tarvelli mortgage registration and any other charges unconfirmed.
Land acquisition search (Village [sample])	NOT PRODUCED	No search or certificate produced for the three khasras.
Property tax / land revenue receipts	NOT PRODUCED	None produced for the project land.
EDC/IDC dues to DTCP under Licence XX of 20XX	NOT PRODUCED	Not produced; unpaid EDC/IDC can block OC and be passed to buyers.

Analyst note. The revenue side is entirely blank: no jamabandi, mutation, EC, tax receipt or acquisition search. The khasra numbers agree with each other across the three papers, but that only proves the builder is consistent, not that the land is theirs or free of acquisition.

Legal effect. Mutation entries are fiscal records and do not by themselves confer title, but a mismatch between revenue records and the registered deed is a reliable early indicator of a broken chain, a boundary dispute, or an unrecorded transfer. Unpaid municipal tax is generally a first charge on the property and passes to the purchaser.

SECTION 09

Prioritised Requisition Notice

Ready to send. Copy the letter below and send it to the seller, developer or broker by email.

15 October 2026

To,

Corvanta Realcon Pvt. Ltd.

Re: Requisition of title and approval documents — Nimbora Heights, Gurugram, Haryana

I am evaluating the purchase of the above property. Before I sign any agreement or pay any further amount, please provide certified copies of the following within 7 days of this letter:

1. Certified jamabandi, mutation entries and all title/collaboration deeds showing how Corvanta Realcon acquired Khasra XX//1, XX//2 and XX//3, Village [sample]. **CRITICAL**
2. Current HARERA status of RC/REP/HARERA/GGM/20XX/XXXX: Section 6 extension order beyond 31 Mar 2025, or written confirmation none exists. **CRITICAL**
3. Loan status letter for the project facility: outstanding amount, default/SARFAESI status, and NOC releasing Apartment C-1104 from the mortgage. **CRITICAL**
4. Encumbrance Certificate (last 30 years) for the three khasras, plus a written declaration of any litigation, HARERA complaint or acquisition notice affecting the project. **CRITICAL**
5. Board resolution of Corvanta Realcon Pvt. Ltd. naming the authorised signatory for C-1104, with ID; and confirm whether 'Corvanta Falcon Pvt. Ltd.' is a separate entity. **CRITICAL**
6. Complete Agreement of 12 Mar 2024 incl. Clauses 1–3, Schedules A–C and floor plan, registered at Sub-Registrar Gurugram before any further payment (RERA s.13). **HIGH**
7. Amend Clauses 5, 6, 7 and 9: symmetrical MCLR+2% interest both ways, 3% carpet-area cap with exit right, forfeiture capped at 10% of basic price with 45-day refund. **HIGH**
8. DTCP Licence XX of 20XX with renewal, CLU order, sanctioned plans for Tower C, environmental clearance and EDC/IDC payment status. **HIGH**
9. Bank certificate that Account XXXXXXXXXXXX0000 is the RERA designated account, and written acknowledgement of the ₹10,75,000 collected above the 10% limit. **HIGH**
10. Latest HARERA quarterly progress report and architect's certificate on the construction stage of Tower C. **STANDARD**
11. Delete 'any other charges' in Clause 8 and give a capped schedule of all charges; fix a 3-month conveyance deadline after OC in Clause 11. **STANDARD**

Any payment, token, or execution of documents on my part is conditional on receipt and satisfactory verification of the above. This letter is without prejudice to my rights.

Yours faithfully,
Priya Raman

SECTION 10

Bank Financing & Mortgage Risk

Charges that survive a sale and can be enforced against the purchaser, and the financing consequences of the defects above.

RISK VECTOR	STATUS	NOTE
Project mortgage to Tarvelli Finance Ltd.	DEFECT	Allotment letter and Clause 10 confirm land and receivables are mortgaged to Tarvelli. This contradicts your 'no bank loan' answer.
Loan default / SARFAESI action	NOT PRODUCED	No EC or lender status letter; whether Tarvelli's loan is current or under recovery is unknown.
Unit release NOC for C-1104	NOT PRODUCED	Release promised only at conveyance; until then C-1104 stays encumbered and exposed to lender enforcement.
Blanket consent to 'any other lender'	DEFECT	Clause 10 lets the builder add further mortgages over land and receivables without telling you.
Payments outside RERA designated account	NOT PRODUCED	₹32,25,000 paid to 'Collection Account No. XXXXXXXXXXXX0000'; not confirmed as the 70% designated account.
Advance above 10% before registered agreement	DEFECT	₹32,25,000 (15%) collected 18 Jan 2024 vs ₹21,50,000 permitted — ₹10,75,000 excess, in breach of RERA s.13 and REP-III condition ii.

Analyst note. Your money is already sitting with a builder whose land is pledged to Tarvelli Finance, and Clause 10 lets them pledge it to anyone else. If Tarvelli enforces before C-1104 is released, your unregistered agreement gives you weak protection.

The equitable mortgage problem

An equitable mortgage is created simply by depositing original title deeds with a lender, and in many cases no registered document records it. If the seller cannot hand over the **originals** of every chain document, assume they may be held by a lender until proven otherwise. A photocopy set is not adequate.

Dealbreaker status

INSTANT DEALBREAKER	STATUS
Active court stay order or registered civil litigation	NOT RULED OUT
Outstanding bank attachment / SARFAESI recovery proceedings	NOT RULED OUT
Government land acquisition notice	NOT RULED OUT

SECTION 11

Comprehensive 30-Year Title Search & Advocate Title Opinion

The full-service engagement closes the gaps a desk audit cannot, and ends with a signed opinion you can rely on and present to a lender.

Full-Service Engagement

\$2,500 – \$4,500 USD

Net \$2,001 – \$4,001 after your diagnostic credit.

100%

OF YOUR \$499 CREDITED
IF RETAINED BY 14
NOVEMBER 2026

- Physical search of Sub-Registrar index registers and volumes for 30 years
- Certified copies of every link deed in the chain
- Encumbrance Certificate drawn at source
- Revenue record verification with the Tehsil / Taluk office
- Civil court, DRT and NCLT litigation cross-checks
- CERSAI and charge searches against seller and developer
- Follow-through on every requisition in Section 9
- Consultation with counsel through to closing
- Signed Advocate Title Clearance Certificate

COUNSEL CONSULTATION

Available with the full engagement —
request a proposal

RETAIN FINLEX

Start the 30-year title search

The credit applies once, to the property named in this dossier, when the full-service engagement is retained on or before 14 November 2026. Final engagement fee depends on the State, the number of links in the chain and the number of Sub-Registrar offices to be searched, and is confirmed in writing before work starts.

SECTION 12

Methodology & Verification Seal

This dossier was produced automatically by the FinLex analysis engine. Each document you supplied was read by an AI system and tested against the FinLex Property Safety Index: 13 weighted risk factors across title, statutory approvals, builder contract terms and municipal dues, plus three instant dealbreakers. The methodology, scoring weights and reference points were designed by a mortgage underwriting and credit specialist with 25+ years in banking, using the checks a lender applies before it releases a home loan. **No advocate has individually reviewed this dossier.** A signed Advocate Title Opinion is part of the 30-Year Title Search described in Section 11.

Documents analysed

FILE	IDENTIFIED AS	LEGIBILITY
01-Apartment-Buyer-Agreement-NimboraHeights.pdf	Builder buyer agreement	GOOD
02-Allotment-Letter-C1104.pdf	Allotment letter	GOOD
03-RERA-Certificate-NimboraHeights.pdf	Rera certificate	GOOD

Analysis confidence: medium. All three documents are legible and in English, but no title, licence, EC or OC documents were produced. The Agreement lacks Clauses 1–3 and its Schedules, and several intake answers conflict with the documents.

Limits of a desk audit

- Unrecorded mortgages.** Deposits of title deeds and private loans leave no trace in a seller's file.

Physical encroachment. Boundaries and as-built deviations need a site inspection and survey.

Forged or altered copies. Authenticity is confirmed only against certified Sub-Registrar copies.

Reliance. This dossier is not a certificate of title or a legal opinion and should not be presented to a lender or registering authority as one.
- Unregistered transactions.** Prior agreements or GPA sales appear only in Sub-Registrar index registers.

Litigation & registers. Suits, attachments, ECs and CERSAI charges must be searched at source.

Automated reading. Unclear scans or regional-language records are marked "not produced", never assumed safe.

FinLex Global Advisory
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Questions about this dossier: counsel@finlexglobaladvisory.com



Document verification

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Verify at: <http://localhost:10000/verify?id=FLX-SAMPLE-0001&h=3ca20a3155e1107b>
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