T N Misra
Advocate

Mobile : 9335241424
280/9, Shiv Sadan Durgapuri Lucknow
226004

Dated :-.28.11.2020

Annexure – B: Report of Investigation of Title in respect of immovable Property

1.	a)Name of the Branch / Business Unit/Office seeking opinion.	A.G.M. State Bank of India Commercial Branch Lucknow
	b)Reference No. and date of the letter under the cover of which the documents tendered for security are forwarded.	By hand.
	c)Name of the Borrower.	**Fair Export India Private Limited formerly Known as Amroon Foods (P) Ltd.**
2.	a)Name of the unit/concern company/ person offering the property/(ies) as security	**Fair Export India Private Limited**
	b) Constitution of the unit / concern person / body / authority offering the property for creation of charge	**Fair Export India Private Limited**
	c)State as to under what capacity is security offered (whether as joint applicant or Borrower or as Guarantor, etc.)	As a borrower/ Guarantor.
3.	Complete or full description of the immovable propert/(ies) offered as security including the following details.	
	(a)Survey No.	
	(b)Door No. (in case of house property)	**Khasra No. 64, measuring area 0.245 hectare, Village Amarsanda, Kursi Road, Tehsil-Fatehpur, Barabanki**
	(c)Extent/area including plinth/built up area in case of house property.	**Total measuring area measuring area 0.245**
	(d)Location like name of the place, village, city, registration Sub-district etc. Boundaries	**Situated at Village Amarsanda, Kursi Road, Tehsil- Fatehpur, Barabanki**
		East:- Khet Amrron Foods (P) Ltd
		West- Khet Amrron Foods (P) Ltd.
		North:- Khet Amrron Foods (P) Ltd.
		South:- Farm House of Kishore
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. Note : Only originals or certified extracts from the registering/land /revenue/other authorities be examined.	

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.
1.	**28.06.2016**	**Sale deed**	**Original**	

भाग 2

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक फतेहपुर क्रम संख्या 2020070009056
बाराबंकी

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक 28/11/2020

प्रस्तुतकर्ता या प्रार्थी का नाम टी एन मिश्रा एड

लेख का प्रकार: मुआयना 1990 वर्ष से 2020 वर्ष तक

प्रतिफल की धनराशि

1 . रजिस्ट्रीकरण शुल्क
2 . प्रतिलिपिकरण शुल्क
3 . निरीक्षण या तलाश शुल्क
4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क
5 . कमीशन शुल्क
6 . विविध
7 . यात्रिक भत्ता

1 से 6 तक का योग	100
शुल्क वसूल करने का दिनाँक	28/11/2020
दिनाँक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार किया	28/11/2020

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

		13.04.2015	**Sale Deed**	**Photocopy**
	2.		**Khatuni**	**Photocopy**

5.	a)Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	Yes, Certified copy obtained
	b)Whether all pages in the certified copies of title documents which are obtained directly from sub-Registrar's office have been verified page by page with the original docuemnts submitted?	Yes
	c)Whether the certified copies of the title documents are not avaialble, the copy provided should be compared with the original to ascertqin whether the total pqage numbers in the copy tally pages by page with the original produced.	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?	Manual Verification has been done or entire online date is not stabilized
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Not applicable
	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?	Not applicable
7.	a)Property offered as security falls within the the jurisdiction of which sub-registrar office?	Sub-Registrar-Fatehpur
	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 name at (b) above?	Not applicable
	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 titles 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. In case of property offered as security for loan of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate sheets may be used)	That after perusal of the documents referred to me by the bank, I found that the **Khasra No. 64, measuring area 0.2970 hectare, Village Amarsanda, Kursi Road, Tehsil- Fatehpur, Barabanki** (UP) originally belongs to Wasiuddin Ahmad Husain and Hamid Ali and they were inherited the said property from their ancestors. After the death of Wasiuddin Ahmad Husain and Hamid Ali the said properties were devolved their legal heirs Sri Nizammuddin, Badmeen, Jiauddin, Kayamuddin, Bilkis Janhan (Now Dead) Afsar Jahan, Akhtar Jahan (Now Dead) Rashid Husani, Irshad Husain and they got their names in the land revenue records

		as a tenure holders. After the death of Bilkis Janhan her share were devolved in the legal heir Nizamuddin, Badruddin Kayamudddin, Afsar Jahan, Akeel Ahmad, Mohd. Kaleem, Tasneem Fatima, Rashid Husain, Irshad Husani and they got their names in the land revenue records as a tenure holders & After the death of Akhtar Jahan her share was devolved in the legal heir Akeel Ahmad, Mohd, Kaleem, Mohd. Saleem Son of Jameel Ahmad they got their names in the land revenue records as tenure holders. That on basis of Mutation Nizamuddin, Badruddin Kayamudddin, Son of Late Wasiuddin & Akeel Ahmad, Mohd. Kaleem, both sons of Jameel Ahmad & Smt Tasneem Fatima, wife of Mohd Saleem, Mohd Saleem son of Late Jameel Ahmad & Rashid Husain, Irshad Husani son of Hamid & Smt Afsar Jahan wife of Ahamad Husain being a bhumidhars with transferable rights had sold their some share in the said aforesaid **Khasra No. 64, measuring area 0.245 hectare, out of which total measuring area 0.2970, Village Amarsanda, Kursi Road, Tehsil-Fatehpur, Barabanki** (UP) to M/s Amroon Foods Pvt Ltd through its Managing Director by means of registered **sale deed on 28.06.2016 which is duly registered in the office of Sub-registrar Fatehpur, Distt- Barabanki in Bahi No. 1 , Zild No. 4296 pages 237/294 at serial No. 5280,** M/s Amroon Foods Pvt Ltd become the tenure holder of the property and got converted non Agriculture under section 80 of the Land Revenu Code by the order SDM first class Fatehpur, Barabanki. Neither minor's interest is involved nor any clog in the property chain complete.
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.)	Free Hold Rights
10.	If leasehold, whether;	No
	a) Lease Deed is duly stamped & 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.	Not applicable
	e)Whether the leasehold rights permits for the creation of any superstructure(if applicable)?	Not applicable
	f)Right to get renewal fo the leasehold rights and nature thereof.	N.A.
11.	If, Govt. grant/allotments/Lease-cum/sale agreement, whether;	No
	a) Grant/Agreement etc. provides for alienable rights to the mortgagor with or without conditions	N.A.
	b) The mortgagor is competent to create charge on such property.	N.A.
	c)Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not applicable
12.	If occupancy right, whether:	No
	a) Such right is heritable & transferable.	NA
	b) Mortgage can be created.	N.A
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including Court permission to be obtained and the reasons for coming to such conclusion.	No
14.	If the property has been transferred by way of Gift/Settlement Deed, Whether : No	
	(a)The Gift Deed is duly stamped and registered	N.A.
	(b)The Gift Deed has been attested by two witnesses	N.A.
	(c)The Gift/Settlement Deed transfers the property to Donee	N.A.
	(d)Whether the Donee has accepted the gift by signing the Gift/settlement Deed or by a separated writing or by implication or by actions	N.A.
	(e)Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	(f)Whether the Donee is in possession of the gifted proeprty;	N.A.
	(g)Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the cereation of mortgage.	N.A.
	(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 mortgage. (b)Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c)Whether the parttion made is valid in law and the mortgagor has acquired a mortgageable title thereon. (d)In respect of partition by a decree of court, whether such decree has become final and all other coditions/formalities are completed/complied with. (e)Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to eb taken for avoiding multiple mortgages?	N.A. N.A. N.A. N.A. N.A.
16.	Whehter the title documents include any testamentary documents/wills? No	
	(a)In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b)Whether will in the matter needs a mandatory probate and if so whether the same is o\probated by a competent Court?	Not applicable
	©Whether the property is mutated on the basis of will?	Not applicable

	(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.)	Not applicable
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?	Not applicable
	(c)Precautions/permissions. If any in respect of the above cases for creation of mortgage?	Not applicable
18.	(a)Where the property is a HUF/joint family property, mortgage is cerated for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor/s share if any, rights fo female members etc.	No
	(b)Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19.	(a)Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b)Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	©If YES additional precautions/ permissions to be obtaiend for creation of alid mortgage?	Not applicable
	(d)Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
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.	Declaration for converted non Agriculture under section 80 of the Land Revenue Code by the order of SDM first class Fetephur Barabanki
	(b)In case of agricultral 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?	Not applicable
	(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. Agricultral Laws, weaker sections, minorities, Land Laws, Sez regulations, Costal Zone Regulations, Environmental clearance, etc.)	No
22.	(a)Whether the property is subject to any pending or proposed land acquisition	No

	proceedings?	
	(b)Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry	Not applicable
23.	(a)Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b)If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	(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/marking.	No
24.	(a)In case of partnership firm, whether the property belongs to the firm and the deed is property regsitered.	Not applicable
	(b)Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	(c) whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	a)Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, auhtosation to create mortgage / execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association/provision for common seal etc. b)i)Whether the property (to be mortgaged) is purchased by the above Company from any other Compny or Limited Liability Partnership (LLP) firm?Yes /No. ii)If yes, whether the search of charges of the property(to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor/company(purchaser)? iii)Whether the above search of chareges reveals any prior chqarges / encumberances, on the property(proposed to be mortgaged) created by the vendor company (seller)? Yes /No. iv) If the search reveals encumberances / charges, whether such charges /emcumberanceshave been satisfied? Yes / No.	Yes No Not applicable No charge against the company registered in the ROC
26.	In case of Societies, Association, the rqeuired authority/power to borrower and whether the mortgage can be created and the reqisuite resolutions, bye-laws.	Not applicable
27.	(a)Whether any POA is involved in the chain of title?	No
	(b)Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify	Not applicable

	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 documents 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 faovur of their Partners/ Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, ect. In favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not applicable
	(d)In case of builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A.
	(e)In case of Common POA (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? 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?	N.A. N.A. N.A. N.A.
	(f)Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertaiend from the office of sub-registrar also)?	N.A.
	(g)Please comment on the genuiness 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, chek 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: (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. (i) Conveyance in favour of Society/ Condominium concerned. (j) Occupancy certificate/allotment 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 law, regarding, ownership of flats/apartments/building regulations, Developments 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.	Commericial N.A. N.A. N.A. N.A. N.A. N.A. N.A N.A. N.A. N.A. N.A. N.A. N.A. Not applicable N.A. N.A. N.A. N.A.
30.	Encumbrance, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	The property is unencumbered
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	1990 to 2020-
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not applicable
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.	Not applicable Not applicable
34.	Details of RTC extracts/mutation extracts/Khata extracts pertaining to the property in question.	Village Records
35.	Whether the name of mortgagor is reflected as	Yes Village records

	owner in the revenue/ municipal/Village records?	
36.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b)Whether the demarcation/partition of the proeprty is legally valid?	N.A
	(c)Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumsntaces, 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.	Open Land Not applicable Not applicable Not applicable Not 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 bounadry? If so please elaborate/comment on the same.	No discrepancy found
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 availiable at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate,)	N.A.
40.	Any bar/restriction for creation of mortgag under any local or special enactments, details of proper registration of documents, payment of property stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	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 extractsduly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable
43.	Whether the governing law/constitutional documents of the mortgagor(other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**Fair Export India Private Limited formerly Known as Amroon Foods (P) Ltd.**

47.	Whether the Real Estate Project comes under Real Estate(Regulation and Development)Act, 2016?Yes/No.	No.
	Whether the project is registered with ther Real Estate Regulatory Authority,If so, the details of such registration are to be furnished.	No.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	Whether the details of the apartment /plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A

Note: In case separate sheets are required, the same may be used, signed and annexed

Date:28.11.2020
Place: Lucknow

T N Misra
Signature of the Advocate

Annexure-C : Certificate of title

I have examined the Original Title deeds relating to the schedule property/ties and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is cleared, 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– Fatehpur, Distt- Barabanki** Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board(wherever applicable). I do not find anything adverse, which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records /Revenue Records and relative Title Deed, 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 /encumbrance whatsoever, as could be seen from the encumbrance certificate for the **1990 to 2020** pertaining to the immoveable 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.
7. Minor(s) and his/their interest in the property/ies is to the extent of Nill (Specify the share of the Minor with name) (Strike out if not applicable).
8. The mortgage already created will be available to the Bank for the liability of the borrower **Fair Export India Private Limited formerly Known as Amroon Foods (P) Ltd..**
9. I certify that **Fair Export India Private Limited formerly Known as Amroon Foods (P) Ltd** 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 Deed, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

- **Original** registered **sale deed on 28.06.2016 which is duly registered in the office of Sub-registrar Fatehpur, Distt- Barabanki in Bahi No. 1 , Zild No. 4296 pages 237/294 at serial No. 5280,.**
- **Certified copy of the conversion order of in respect of Land from Agriculture to Non Agriculture**
- **Copies of Latest khatuni**

11. There are no legal/ impediments for creation of the mortgage under any applicable Law / Rules in force.
12. It is certified that the property is SARFAESI compliance

Khasra No. 64, measuring area 0.245 hectare, Village Amarsanda, Kursi Road, Tehsil- Fatehpur, Barabanki

Total measuring area 0.245 hectare

Boundaries of Properties

East:- Khet Amrron Foods (P) Ltd.
West- Khet Amrron Foods (P) Ltd.
North:- Khet Amrron Foods (P) Ltd.
South:- Farm House of Kishore

T N Misra
Signature of the Advocate

Date: 28.11.2020
Place: Lucknow