

RAJINDER MOHAN GOEL
ADVOCATE
CHAMBER NO. 106
YADVINDRA COMPLEX,
DISTRICT COURTS
PATIALA.



55, YADVINDRA COLONY,
PATIALA (Pb)
Mob: 93562-36175

Dated: 28/10/2020

Annexure - B: Title Investigation Report of the Immovable Property

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| 1. | a). Name of the Branch/Business Unit/Office seeking opinion. | State Bank of India, Commercial Branch New Delhi. |
| | b). Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | |
| | c). Name of the Borrower. | Milkfood Limited, Bahadurgarh Tehsil and District Patiala. |
| 2. | a). Name of the unit/concern/company/ person offering the property/(ies) as security. | Milkfood Limited, Bahadurgarh Tehsil and District Patiala. |
| | b). Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge. | As Mentioned above. |
| | c). State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc). | As Borrower |
| 3. | <p>Complete or full description of the immovable property (ies) offered as security including the following details.</p> <p>Plot of land measuring 24 Bighas bearing Khewat Khatauni No. 1/1 Khasra No. 55/1 (9-12) 55/2/1(10-12) 58/2(0-12) 58/1/2(3-4) situated in Village Farm Bahadurgarh Tehsil and District Patiala as mentioned in the copy of sale deed vide wasika No. 3079 on 15-10-1973.</p> <p>The said land measuring 24 Bighas has been converted in land measuring 39 Kanals 18 Marlas after the consolidation of the revenue record of village Bahadurgarh Tehsil and District Patiala. As such, the present ownership of Milkfood Company is in Khasra No. 75(39 Kanals 18 Marlas).</p> <p>The above noted property is already under mortgage with State Bank of Patiala now SBI and Canara Bank. Rapat No. 411 dated 07-07-2014 for Rs. 65 Crore has been entered in the revenue record.</p> | |
| | a). Survey No. | NIL |
| | b). Door/House No. (in case of house property) | NIL |
| | c). Extant/Area including plinth/built up area in case of house property | Land measuring 24 Bighas and after consolidation it became Khasra No. 75(39 Kanals 18 Marlas). |
| | d). Locations like name of the place, village, city, registration, sub -district etc. Boundaries | situated in Farm Bahadurgarh Tehsil and District Patiala |
| 4. | <p>a). Particulars of the documents scrutinized serially and chronologically.</p> <p>b). Nature of the documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note: Only originals or certified extracts from the registering//land/revenue/other authorities be examined.</p> <p>1. Photocopy of Sale deed bearing wasika No. 3079 on 15-10-1973 (Original lying</p> | |

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mortgaged with the State Bank of India, Commercial Branch, Delhi).

2. Certified copy of sale deed bearing wasika No. 3079 on 15-10-1973.
3. Copy of jamabandi for the years 1977 - 1978, 1982 - 1983, 1987 - 1988.
4. Khatauni Paimayis.
5. Naksha Haqdar vaar mauja.
6. Copy of jamabandi for the years 2005-06, 2007-08, 2012-13 and 2017-18.
7. Encumbrance Certificate dated 19-10-2020.
8. Inspection Receipt.
9. Affidavit of authorized signatory for and on behalf of Milkfood, Bahadurgarh.

| 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. | ----- | Sale deed | Photocopy | <u>Original lying deposited with the Bank.</u> |
| 2. | ----- | Certified copy of sale deed | Certified | <u>Scrutinized</u> |
| 3 | ----- | Copy of Jamabandi | Certified | <u>Scrutinized</u> |
| 4 | ----- | Khatauni Paimayis. | Certified | <u>Scrutinized</u> |
| 5 | ----- | Naksha Haqdar vaar mauja. | Certified | <u>Scrutinized</u> |
| 6 | ----- | Copies of jamabandis | Certified | <u>Scrutinized</u> |
| 7 | ----- | Encumbrance Certificate | Original | <u>Scrutinized</u> |
| 8 | ----- | Inspection Receipt | Original | <u>Scrutinized</u> |
| 9 | ----- | Affidavit | Original | <u>Scrutinized</u> |
| 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? | | | Yes. |
| | b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub - Registrar's Office have been verified page by page with the original documents submitted? | | | Yes with photo copy of original lying at Delhi. |
| | b ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently and cautiously). | | | N.A. |
| 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? | | | Not updated. |
| | b). If such online/computer records are available, | | | N.A. |

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| | whether any verification or cross checking are made and the comments/findings in this regard. | |
| | 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? | N.A. |
| 7. | a). Property offered as security falls within the jurisdiction of which sub-registrar office? | Sub Registrar, Patiala |
| | 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 officials? | Sub Registrar, Patiala. |
| | c). Whether search has been made at all the offices named at (b) above? | Yes. |
| | 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? | N.A. |
| 8. | <p>Chain of title tracking 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.</p> <p>In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory.</p> <p>I have checked the documents pertaining to the property in question i.e. photocopy and certified copy of sale deed dated 15-10-1973 (Original sale deed deposited with the Bank).</p> <p><u>Chain of the property in question: -</u></p> <p>Jagatjit Industries Limited Company, Regd. Office at Jagatjit Nagar, District Kapurthala had sold said plot of land measuring 24 Bighas (Milk Plant) to Milkfood Limited Company, Regd. Office at 54, Ring Road, Lajpat Nagar - III, New Delhi 24 as mentioned in the sale deed bearing wasika No. 3079 on 15-10-1973 registered in the office of Sub Registrar, Patiala.</p> <p>The said land measuring 24 Bighas has been converted in land measuring 39 Kanals 18 Marlas after the consolidation of the revenue record of village Bahadurgarh Tehsil and District Patiala. As such, the present ownership of Milkfood Company is in Khasra No. 75(39 Kanals 18 Marlas).</p> <p>The above noted property is already under mortgage with State Bank of Patiala now SBI and Canara Bank. Rapat No. 411 dated 07-07-2014 for Rs. 65 Crore has been entered in the revenue record.</p> <p><u>The chain of title is complete.</u></p> | |
| 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.) | Ownership Rights |
| 10. | If leasehold, whether; | No |
| | 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 | N.A. |

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| | of Lessee as to whether Lease deed permits sub - leasing and mortgage by Sub - Lessee also. | |
| | 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 and nature thereof. | N.A. |
| 11. | If Govt. grant/allotment/Lease-cum/Sale Agreement, whether; | No |
| | grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions? | N.A. |
| | the mortgagor is competent to create charge on such property?. | N.A. |
| | 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 transferrable, | Yes. |
| | b). Mortgage can be created | Yes, the property is already mortgage with SBOP now SBI and Canara Bank |
| 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 interest of minor is involved |
| 14. | If the property has been transferred by way of Gift/settlement deed, whether : | No |
| | a). The Gift/Settlement Deed is duly stamped and registered; | N.A. |
| | b). The Gift/settlement deed has been attested by 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 property; | N.A. |
| | g). Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; | N.A. |
| | h). Any other aspect affecting the validity of 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. | No |
| | b). whether mutation has been affected and whether the mortgagor is in possession and enjoyment of his share. | N.A. |
| | c). Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon. | 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 | N.A. |

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| | executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? | |
| 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? | N.A. |
| | b). Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent Court? | N.A. |
| | c). Whether the property is mutated on the basis of will? | N.A. |
| | d). whether the original will is available? | N.A. |
| | e). Whether the original death certificate of the testator is available? | N.A. |
| | f). What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? | N.A. |
| | g) (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. | |
| 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? | N.A. |
| | c). Precautions/permissions, if any in respect of the above cases for creation of mortgage? | N.A. |
| 18. | a). Whether the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. | No |
| | 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 belong to any trust or is subject to the right 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? | N.A. |
| | c). If Yes, additional precautions/permissions to be obtained for creation of valid mortgage? | N.A. |
| | d). Requirements, if any 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? | N.A. |
| | c). In the case of conversion of Agricultural land for | N.A. |

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| | commercial purposes or otherwise, whether requisite procedure followed/permission obtained. | |
| 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, Costal Zone Regulations, Environmental Clearance etc. | No |
| 22. | a). Whether the property is subject to any pending or proposed land acquisition proceedings? | No |
| | b). Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry. | N.A. |
| 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? | N.A. |
| | c). Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings? | No |
| 24. | a). In case of partnership firm, whether the property belongs to the firm and the deed is properly registered? | No |
| | 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. | a) Whether the property belongs to a Limited Company, check the Borrowings 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 |
| | b) i. Whether the property (to be mortgaged) is purchased by the above company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No. | Yes |
| | 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/ LLP (seller) and the vendee company (purchaser)? | ----- |
| | iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes/No. | Yes, the property is already under mortgage with SBOP now SBI and Canara Bank. |
| | iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied? Yes/No. | Yes. |
| 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. |

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| | <p>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 units/flats tally in all documents such as approved plan, agreement plan, etc.</p> | <p>N.A.</p> <p>N.A.</p> <p>N.A.</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. | The property has been already mortgaged with State Bank of Patiala now SBI and Canara Bank and rapat No. 411 dated 07-07-2014 for Rs. 65 Crore has been entered in the revenue record. |
| 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? | Encumbrance Certificate dated 19-10-2020. |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy? | To be obtained. |
| 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> | <p>N.A.</p> <p>An affidavit duly sworn by the authorized signatory confirming that no proceedings under Income Tax Act for recovery of Income Tax is pending against the borrowing company be obtained and kept on record.</p> |
| 34. | Details of RTC extracts/mutation Extracts/ Katha extract pertaining to the property in question. | Mutation has been sanctioned. |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | Revenue Records. |
| 36. | <p>a). Whether the property offered as security is clearly demarcated?</p> <p>b). Whether the demarcation/partition of the property is legally valid?</p> <p>c). Whether the property has clear access as per documents?</p> <p>(The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).</p> | <p>Yes.</p> <p>Yes.</p> <p>Yes.</p> |
| 37. | <p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>a). Document in relation to electricity connection;</p> <p>b). Document in relation to water connection?</p> <p>c). Document in relation to Sales Tax Registration, if any applicable?</p> <p>d). Other utility bills, if any;</p> | The property is identifiable as per valuation report. |
| 38. | In respect of the boundaries of the property, | No. |

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| | 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. | |
| 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). | N.A. |
| 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 SARFEASI 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 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. | N.A. |
| 44. | Additional aspects relevant for investigation of title as per local laws. | The property has been already mortgaged with State Bank of Patiala now SBI and Canara Bank and rapat No. 411 dated 07-07-2014 for Rs. 65 Crore has been entered in the revenue record. |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security. | N.A. |
| 46. | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | Milkfood Limited, Bahadurgarh Tehsil and District Patiala |
| 47. | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N. | No. |
| | Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. | N.A. |
| | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? | N.A. |
| | Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | N.A. |

Place: Patiala

Rajinder Mohan Goel
Rajinder Mohan Goel,
Advocate, Patiala.

Certificate of Title

ANNEXURE - C

I have examined the photocopy of sale deed vide wasika No. 3079 dated 15-10-1973 (Original sale deed lying deposited with the Bank) intended to deposited relating to the schedule property/(ies) 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 the said 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 checklist 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. 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 except SBOP and Canara Bank pertaining to the Immovable Property/(ies) covered by above said Title Deed.

6-In case of second/subsequent charge in favor 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 NIL

8- The mortgage if created, it will be available to the Bank for the liability of the intending Borrower Milkfood Limited, Bahadurgarh Tehsil and District Patiala

9- I certify that Milkfood Limited, Bahadurgarh Tehsil and District Patiala had an absolute, clear and marketable title over the scheduled property (ies). I further certify that the above title deed is genuine and a valid Equitable Mortgage has been created and the said Mortgage would be enforceable.

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

1. Photocopy of Sale deed bearing wasika No. 3079 on 15-10-1973 (Original lying mortgaged with the State Bank of India, Commercial Branch, Delhi).

2. Certified copy of sale deed bearing wasika No. 3079 on 15-10-1973.

3. Copy of jamabandi for the years 1977 - 1978, 1982 - 1983, 1987 - 1988.

4. Khatauni Paimayis.

5. Naksha Haqdar vaar mauja.

6. Copy of jamabandi for the years 2005-06, 2007-08, 2012-13 and 2017-18.

7. Encumbrance Certificate dated 19-10-2020.

8. Inspection Receipt.

9. Affidavit of authorized signatory for and on behalf of Milkfood, Bahadurgarh.

11- There are no legal impediments for creation of mortgage under any applicable Law/Rules in force.

12- Whether the property is SARFAESI compliant - Yes.

Schedule of the property/ies.

Plot of land measuring 24 Bighas bearing Khewat Khatauni No. 1/1 Khasra No. 55/1 (9-12) 55/2/1(10-12) 58/2(0-12) 58/1/2(3-4) situated in Village Farm Bahadurgarh Tehsil and District Patiala as mentioned in the copy of sale deed vide wasika No. 3079 on 15-10-1973.

The said land measuring 24 Bighas has been converted in land measuring **39 Kanals 18 Marlas** after the consolidation of the revenue record of village Bahadurgarh Tehsil and District Patiala. As such, the present ownership of Milkfood Company is in Khasra No. 75(39 Kanals 18 Marlas).

The above noted property is already under mortgage with State Bank of Patiala now SBI and Canara Bank. Rapat No. 411 dated 07-07-2014 for Rs. 65 Crore has been entered in the revenue record.

Place: Patiala

Rajinder Mohan Goel
Rajinder Mohan Goel,
Advocate, Patiala.