KUNWAR SURENDER SINGH M.A., LL.M. Advocate Chamber No. 325, 3rd. Floor Lawyers Chambers Building Sector-12, Faridabad, (HR)-121007. Enrolment No. P-198/1999

Office Cum-Residence Plot No. 4P, Sector 64 64-65 Dividing Road Faridabad(HR)-121004 M. No. 09810982380.

Ref. No.

Date: 16-08-2022

To, The Assistant General Manager, State Bank of India, SME Branch, NIT Faridabad-121001, Haryana.

#### TITLE INVESTIGATION REPORT

Annexure – B				
1	Name of the Branch/ BU	State Bank of India, SME Branch,		
(A)	seeking opinion.	NIT Faridabad-121001, Haryana.		
(B)	Reference No. and date of the	<i>01</i> -07-2022.		
	letter under the cover of which			
1	the documents tendered for			
	scrutiny are forwarded.			
(C)	Name of the Borrower	M/S. VANYA EDIBLE OILS &		
		REFINERIES PRIVATE		
		LIMITED.		
2	Type of Loan	CC		
(A)	*			
2	Type of Property	Industrial Property		
(B)		C. /- M Drom		
3	(a) Name of the unit/concern/			
(A)	company/ person offering the	Chand Gupta.		
	property/(ies) as security.	TNIDTH (TDIIA)		
(B)	Constitution of the unit/concern/	INDIVIDUAL		
	person/ body/ authority offering	(		
	the property for creation of			
	charge.	AC DODDOWED / CHADANTODC		
(C)	State as to under what capacity	AS BORROWER/ GUARANTORS		
	is security offered (whether as			
	joint applicant or borrower or as			
	guarantor, etc.)	Rs.		
4.	Value of Loan (Rs. In crores)			
5.	Complete or full description of the	Leasehold Industrial Property Built		
	immovable property/ (ies) offered	up on Plot No. G-157, Area		
.	as security including the following	Measuring 517.50 Square Meters, situated with in the Industrial Area		
(1)	details.	at Masuri Gulaothi Road, Village		
(A)	Survey No.  Door/House no. (in case of			
(B)	Service and the service of the servi			
	house property)	according to Lease Deed		



Extent/ area including plinth/ Document No. 5452, dated 07-09-2017, which is bounded as under: vilt up area in case of house perty East: Road No. 24 cations like name of the place, West: Plot No. G-142 lage, city, registration, sub-North: Plot No. G-158 strict etc. Boundaries South: Plot No. G-156. (Herein after called as Scheduled Property). Particulars of the documents scrutinized-serially and chronologically:-1. Original Transfer Letter No. 5626/SIDC/ROG dated 25-01-2017. 2. Original Lease Deed Document No. 5452, dated 07-09-2017. 3. Photocopy of Mortgage Permission dated 24-07-2021. Nature of documents verified and as to I have verified the Original whether they are originals or certified & Photocopy of Documents copies or registration extracts duly 4(a) (1 to 3) in SBI SME certified. NIT Faridabad-Branch, Note: Only originals or certified 121001. extracts from the registering/land/ revenue/ other authorities be examined. Whether certified copy of all title Yes. 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) (HL: if the value of loan =>Rs. 1 crore and in case of commercial loans irrespective of the loan component) Whether all paged in the certified Yes. copies of title documents which are obtained directly from Sub Registrar's office have been verified page by page with the original documents submitted? (in case original title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently and

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7.

cautiously).

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(a)

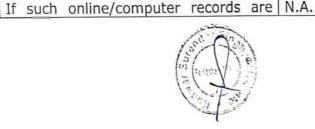
(b)

Whether the records of registrar office

or revenue authorities relevant to the

property to the property in question are available for verification through any online portal or computer system?

(a)



mening		3	
C	) (	ross checking are made and the comments/findings in this regard. Whether the genuineness of the stamp	No, however stamp duty Is
		paper is possible to be got verified from any online portal if so whether such verification was made?	properly pald.
(d		Whether proper registration of documents completed. Details thereof to be provided	
9 (8	1)	Property offered as security falls within the jurisdiction of which sub-Registrar office?	Sub Registrar Hapur-I & Dhaulana.
		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?	
		Whether search has been made at all the office names at (b) above	office of S.R. Hapur-I, since 1992 to 2012, vide search Receipt No.2022141013583, dated 28-07-2022 & S.R. Dhaulana, since 2014 to 2017, vide search receipt No. 2022359014460, dated 16-08-2022 & 2017 to 2022, vide search receipt No. 2022359011530, dated 01-07-2022.
	(d)	Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	
	10 (a)	Chain of title tracing the title from the title deed establishing title of the predecessors in title/interest to the cur I have examined the documents and t	property in question from the rent title holder.
		Maintained in the office of Sub R	egistrar Hapur-I & Dhaulana,
		regarding Leasehold Industrial Proper	ty Built up on Plot No. G-157,
		Area Measuring 517.50 Square Meters	
		Area at Masuri Gulaothi Road, Village	
		and on examination I have found the	at initially U.P. State Industrial



Development Corporation Limited, Kanpur Leased out the scheduled Property, to Mr. Vipin Kumar Gupta on Lease for a period of 90 years W.E.F. 24-02-2004, through Lease Deed dated 07-12-2007, Registered in the Office of S.R. -I, Hapur on dated 13-12-2007 but after some time he surrendered above said Lease to the Lesser U.P. State Industrial Development Corporation Limited, Kanpur on dated 26-12-2009, through Letter No. 5604/SIDC/ROG/1-A/ MG ROAD PLOT No. G-157.

Thereafter U.P. State Industrial Development Corporation Limited, Kanpur Re- Allotted the scheduled Property, to the present Mortgager Mr. Nitin Gupta on dated 25-01-2017, through Transfer Letter No. 5626/SIDC/ ROG/ Plot No. G- 157 on Lease for the period of 90 Years W.E.F. 24-02-2004 by virtue of Lease Deed dated 06-09-2017, which was Registered in the Office of S.R. Dhaulana, U.P. on dated 07-09-2017, vide Document No. 5452. Mr. Nitin Gupta has Mortgaged the scheduled property with SBI SME Branch, NIT Faridabad, for which Mortgage Permission has also issued by U.P. State Industrial Development Corporation Limited, Kanpur, in the name of SBI, SME Branch, NIT Faridabad on dated 24-07-2021. The Mortgager be directed to submit Latest Utility Bills of the scheduled property in his own name.

According to above mentioned documents Mr. Nitin Gupta is the Lease Holder of the Scheduled Property and he has to furnish a duly attested affidavit by stating that he is Lease Holder of the Scheduled Property, which is free from all encumbrances and charges whatsoever, except the Charges of SBI SME BRANCH, NIT FARIDABAD.

Wherever Minor's Interest or other clog on title is No.

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 1.00 crore and above, search



1	Who long umbur 5		
1	itle/encumbrances for a period of not less than 30		
- 1	Vedis is ilidificatory (separate chacks may be used)		
TO	Nature of Millors liferest it and it so	N.A.	
	WHETHER CLEARDIN OF HIGHTON		
1	the moudines/procedure to be followed to allow		
1	Coult permission to be obtained and the reasons		
1	IOI COMMING LO SUCH COMMINSION		
11	Nature of Title of the intended Mortgagor over the	The Mortgager	
1 (0)	PIODELLA IMIGUICI IUII DIMIDARGIS III III III III	Mr. Nitin Gupta	
	Mullis, Occupation Physics B. L T	has Lease Hold	
	Holder or Govt. Grantee/ Allottee etc.)	rights in the	
		scheduled	
		property.	
	If Ownership Rights	No, as the	
		Mortgager has	
-		Lease Hold Rights	
-	Data to the second	in the Property.	
(a)	Details of the Conveyance Documents	N.A.	
(b)	Whichiel the until ment is near	N.A.	
(c)	The document is proposition in	N.A.	
(-)	TOUSCHOIL, WITHINGT	Yes.	
(a)	The Lease deed is duly stamped and registered	Yes.	
(b)	The Ecosed is permitted to mortgage the leached	Yes.	
(-)	1.13.12	103.	
(c)	Duration of the lease/unexpired period of lease	90 Years W.E.F	
(1)		cinco 24 02 2004	
(d)		Ma	
	Lessee ds to whether Lease Deed permits sub-	1101	
	leasing and mortgage by Sub-Lessee also		
(e)	whether the leasehold rights permits for the	No.	
	creation of any superstructure (if applicable)	71	
(f)	Right to get renewal of the leasehold rights and	No.	
	nature thereof		
	If Govt./ grant/ allotment/ Lease-cum / Sale	No.	
	Agreement/ Occupancy/Inam Holder/		
1-	Allottee, whether:		
(a	, jo i dilchable	N.A.	
	rights to the mortgagor with or without conditions,		
(t	by a series to disaste charge of	n N.A.	
-	such property,		
10	Whether any permission from Govt. or any other	r N.A.	
	authority is required for creation of mortgage and	i	
	if so whether such valid permission is available.	<del> </del>	
	If occupancy right, whether;	No.	
(a) Such right is heritable and transferable (b) Mortgage can be created		N.A.	
	12 Has the property has been transferred by way or	N.A. f No.	
	1.135 the property has been transferred by way of	I INO.	

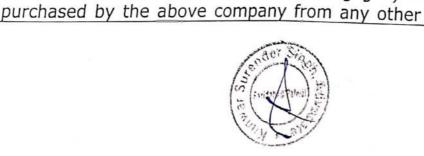


	6	
-	Gift/ Settlement deed	
(a)	The Gift/Settlement deed is duly stamped and	N.A.
(b)	The Gift/Settlement Deed has been attested by	N.A.
, ,	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
(d)	The Gift/ Settlement Deed transfers the property	N.A.
	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.
(f)	property bollee is in possession of the gifted	N.A.
	Whether any life interest is reserved for the Donor or any other person and whether is a need for any other person to join the creation of mortgage	N.A.
(n)	passed through the gift/settlement dood	N.A.
	Has the property been transferred by way of partition/ family settlement deed.	
	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.
(0)	whether mutation has been effected	N.A.
(c)	Whether the mortgagor is in possession and enjoyment of his share.	N.A.
(d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	
(e)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.	S .
(f)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
14	Whether the title documents include testamentary documents/ wills?	
(a)	In case of wills, whether the will is registered will or unregistered will?	1
(b)	probate and if so whether the same is probated by a competent court?	
(c)	Whether the property is mutated on the basis of will?	N.A.



(d) Whether the original will is available Whether the original death certificate of the testator is available?  (f) What are the circumstances and/or documents to will of the testator?  N.A.	
testator is available? certificate of the N.A.	
what are the circumsta	
establish the will in question is the last and final	
in of the testators state last and final	1
Will of the testatory	
(g) Comments on the circumstances such as the N.A.	
availability of a declaration by all the beneficiaries about the genuineness/validity 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 etc.	
Mother/original title deeds a will, availability of	
whether the property is what will be explained.	
1 1.5	
(a) Any restriction in creation of charges on such N.A.	
I Diopercies:	
(b) Precautions/permissions, if any in respect of the N.A.	
Whather the present of mortgage?	
(a) property?	
(b) Whether mortgage is created for family N.A.	
benefit/legal necessity,	
whether the Major Coparceners have no objection	
in execution minor's share if any, rights of female members etc	
(c) Please also comment on any other aspect which N.A. may adversely affect the validity of security in	1
such cases?	
17 Whether the property belongs to any trust or is No.	
(a) subject to the rights of any trust?	
(b) Whether the trust is a private trust and whether N.A.	
trust deed specifically authorized the mortgage the property?	
(c) If YES, additional precautions/ permissions to be N.A.	
obtained for creation of valid mortgage?	
(d) Requirements, if any for creation of mortgage as N.A.	
per the central/state laws applicable to the trust in	
the matter  10 To the property an Agriculture land No.	
(a) whether the local laws permit mortgage of N.A.	
Agriculture land and whether there are any	
restrictions for creation/ enforcement of	
mortgage.	
(b) In case of agriculture property said any are to	
be verified to ensure the validity of the title and	





b) i) Whether the property (to be mortgaged) is N.A.

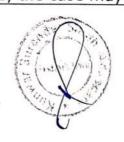
	company or limited liability partnership (LLP)	
	or limited liability partnership (LLP)	
1	firm? If Yes, whether search of charges of the b) nerty (to be mortgaged) has been carried out	
/	girm? re yes, whether search of charges of the	N.A.
	ii) ii) (to be mortgaged) has been carried out	
	property (to be mortgaged) has been carried out property of the companies (R.O.C) in respect with vendor company/ LLP (Seller) and the	
	th los dor company/ lin to us a like	
1.5	, cilci.	
	of such vendor company/ LLP (Seller) and the of such vendor company (Purchaser)?  vendee company (Purchaser)?  vendee company (Purchaser)?  vendor company/ LLP (Seller) and the property of such vendor charges reveals by iii)	
	Whether the above search charges reveals	N.A.
	b) iii) Whether the above search charges reveals by prior charges/ encumbrances, on the property any prior to be mortgaged) created by the	
	any prior charges, encumbrances, on the property any prior charges, encumbrances, encu	
	(proposed to be moregaged) created by the vendor company (Seller)?.	
	Vendor company (Seller)?.	N.A.
	b) iv) If the search reveals encumbrances, charges b) iv) If the search reveals encumbrances, charges b) iv) If the search reveals encumbrances, charges been whether such charges/ encumbrances have been	
	whether such charges, encumbrances have been	
	satisfied?	No.
/	satisfied?  In case of Societies, Association, the required the state of the same to borrower and whether the	110.
	estable call be cleated, allu the requisite	
	Lione DVP-IdWS.	No
	ather any POA IS INVOIVED IN the Chain of the	No.
20	the period of search?	
(0)	ther the POA involved is one occupied with	N.A.
(b)	Development Agreement-Cum-Power	
	Attarney if so please clarity whether the same	
	acid and document and hence it has created	
	an interest in favour of the builder/developer and	
	as such is irrevocable as per law.	
	In case of the title document is executed by the	N.A.
(c)	POA holder, please clarify whether the POA	
,	involved is (i) one executed by the Builders viz	
	involved is (1) one executed by the Bandon Proprietary	167
	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 Letters, NOCs, Agreements of flats/units (Builder's	
	in forcer of hillers of hillers of	
	(iii) - thor filed of PUA (Colling)	N.A.
(d)		
(-)	a not be available and the built in	
		N.A.
(e)	In case of common POA (i.e. POA other than	1100
(0)	In case of common POA (i.e. For Builder's POA), please clarify the following clauses	
	in respect of POA	N.A.
(i)		NOTA
(1)	investigation is done of the basis of strain	N.A.
(ii)		N.A.
(iii		
(iv	A Live of the DOM CONTAINS & Spoot	N.A.
(10	execution of title document in question?	
	CACCULION OF LIST	



(f)	Whether the POA was in force and not revoked or	N.A.
31 31	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-	1
	registrar also?)	21.4
(9)	Please comment on the genuineness of POA?	N.A.
(h)	The unequivocal opinion on the enforceability and validity of the POA?	N.A.
26	Whether mortgage is being created by a POA	No.
	holder, check genuineness of the Power of	
	Attorney and the extent of the powers given therein and whether the	
	therein and whether the same is properly executed/ stamped/ authenticated in terms of the	
	law of the place, where it is executed.	
27	Ti tile property is a flat/ apartment or residential/	Industrial Plot
(I)	Commercial Commercial	Industrial FIOC
(a)	Promoter's/ land owner's title of the	Lease Holder
(h)	land/building:	
(b) (c)	Development Agreement/Power of Attorney  Extent of authority of the	No.
	authority of the Dovelance / D. II -	
-/	Independent title verification of the Land and/or building in question	Yes.
f)	Agreement for sale (duly stamped) Payment of proper stamp duty	N.A.
g)	Requirement of registration	Yes.
31	Requirement of registration of sale agreement, development agreement, POA etc.	, No.
h) /	Approval of builting	
	appropriate, local authority etc.	of Proof to be
i) (	Conveyance in favour of Society/ Condominium	submitted.
1	concerned.	n N.A.
	Occupancy certificate/allotment letter/letter o	of Do Allahar
1	possession	
	Membership details in the Society etc.	Letter N.A.
	Share certificates	N.A.
	No objection letter from the Society	
	All legal requirements under the local/ Municip	N.A.
'')   '	aws regarding ownership of Elate / Apartment	oal Yes
	aws, regarding ownership of Flats/ Apartment	
- 22	Building Regulations, Development Control	roi
	Regulations, Co-operative Societies Laws etc.	
	Requirements for noting the Bank charge on t	the N.A.
	ecords of the Housing Society, if any	
	f the property is a vacant land and construction	
	et to be made, approval of lay-out and otl	
	precautions, if any	
(p)	Vhether the numbering pattern of the units/fl	lats Yes.



agreement plan etc.	
agreement plan etc.  agreement	
whether (Regulation and Development Act, 2016)?	No.
Whate (Regulation Act, 2016)?	
Whether the Project is Registered with Real Estate Whether Authority? If so, the details of such Registeration are to be furnished.	N.A.
Whether the Registered Agreement for Salar	IV.A.
the Registered Age	
registration the Registered Agreement for Sale as	N.A.
Whether the above Act / Rules there under is prescribed?	IV.A.
prescribe?  executed?  executed?  executed?  executed?  executed?	
executed the details of the Apartment/Plot is	N.A.
whether are verified with the List of number and	IV.A.
auestion Apartments or Plots booked as uploaded	
THE	
Authority.  Authority.  Authority.  Attachmenta	
i initialization in the second second	Dron
	Property is free
whether or Third Party claims, liens etc.,	from all
local authorities of Third Party claims, liens etc.,	- Installes
	and charges
	wnatsoever,
	except the
·	charges of SBI
	SME BRANCH
The period covered under the Encumbrances	SME BRANCH, NIT FARIDABAD
The period covered under the Encumbrances Certificate and the name of the person in whose	SME BRANCH
favour the encumbrance is created and is	SME BRANCH, NIT FARIDABAD
favour the encumbrance is created and if so,	NIT FARIDABAD  1993 to till date.
favour the encumbrance is created and if so,	NIT FARIDABAD  1993 to till date.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on data.	NIT FARIDABAD  1993 to till date.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NIT FARIDABAD  1993 to till date.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Proof to be submitted.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required	NIT FARIDABAD  1993 to till date.
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favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  (a) Whether No objection certificate under the income Tax Act is required /obtained?	Proof to be submitted.  No.  Undertaking is to
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  (a) Whether No objection certificate under the income Tax Act is required / obtained?  Details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details of RTC extracts / mutation extracts (Act is required and if so, details extracts / mutation / mutation / mutation / mutation / mutation / mu	Proof to be submitted.  No.  Undertaking is to be submitted.
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favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  (a) and if so, details thereon  (b) Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  (b) Whether the name of mortgagor is reflected.	Proof to be submitted.  No.  Undertaking is to be submitted.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village recorded.	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?  Whether the property offered as security is glorally in glora	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).
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favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?  Whether the property offered as security is clearly demarcated?	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).  Yes.
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favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  (a) Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  (b) Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?  Whether the property offered as security is clearly demarcated?  (c) Whether the demarcation/ partition of the property is legally valid?  (d) Whether the property should be learly the property should be learly the property of the property of the property should be learly the property of the property should be learly the property of the property of the property of the property of the property should be learly the property of the property	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).  Yes.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?  Whether the property offered as security is clearly demarcated?  Whether the demarcation/ partition of the property is legally valid?  Whether the property has clear access as per documents, the property should be legally accessible through pormal carriers or transport	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).  Yes.  Yes.
favour the encumbrance is created and if so, satisfaction of charge, if any.  Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  Urban land ceiling clearance, whether required and if so, details thereon  Whether No objection certificate under the income Tax Act is required /obtained?  Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.  Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?  Whether the property offered as security is clearly demarcated?  Whether the demarcation/ partition of the property is legally valid?  Whether the property has clear access as a record.	Proof to be submitted.  No.  Undertaking is to be submitted.  As detailed in Para 6(a).  Yes.  Yes.



	12	
34	Whether the property can be identified from the following	
(3)	Document in relation to electricity connection	Proof to be submitted.
(b)	Document in relation to water connection	Proof to be submitted.
(c)	Document in relation to Sales Tax Registration, if any applicable.	Proof to be submitted.
(d)	Other utility bills, if any	MANUFACTURE AND ADDRESS OF THE PARTY OF THE
B	Discrepancy / doubtful circumstances, if any related on such scrutiny?	No.  East : Road No.
35	Whether the documents i.e. Valuation report/ approved sanction plan reflect/ indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document (If the valuation report and / or approved plan are not available at the time of preparation of TIR, pleas provide these comments subsequently, on receipt of the same).	East : Road No. 24 West : Plot No. G-142 North : Plot No. G-158 South : Plot No. G-156. Yes.
36	the Bank will be able to elliotee	163,
(a)	SARFAESI Act, if required against the property	
(-)	offered as security?	Yes, property in
(b)	Property is SARFAESI complaint (Y/N)	question is enforceable under the provisions of SARFAESI Act.
37	Whether original title deeds are available for	Yes.
(a) (b)	creation of equitable mortgage  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.	All the necessary documents are to be taken as suggested in Annexure C (10).
38	Additional suggestions, if any to safeguard the interest of bank/ ensuring the perfection of	*****
39	security.  The specific persons who are required to create mortgage/ to deposit documents creating	Mr. Nitin Gupta.
	mortgage.	

## Annexure C

# CERTIFICATE OF TITLE

I have examined the Original documents, which are enclosed relating to the Property in question which is 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



by way of deposit of the following documents in the manner is alread by law, it will satisfy the requirement of course created by law, it will satisfy the requirement of creation of equitable required and I further certify that: required and I further certify that:

1 have examined the Documents in detail, taking into account all the 2. I nave 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 3. I having verified and checked the records of the relevant Government offices,/Sub-Registrar(s) Office(s), Revenue Records, I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
- 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever as could be seen from the Encumbrance Certificate issued by S.R. Hapur-I, since 1992 to 2012, vide search Receipt No.2022141013583, dated 28-07-2022 & S.R. Dhaulana, since 2014 to 2017, vide search receipt No. 2022359014460, dated 16-08-2022 & 2017 to 2022, vide search receipt No. 2022359011530, dated 01-07-2022, pertaining to the Immovable Property/ (ies) covered by above said Title Deeds. The property is free from all Encumbrances till date, except the charges of SBI SME BRANCH, NIT FARIDABAD.
- 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges as already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
- 7. There is no interest of Minor/(s) in the property/(ies).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/ Mortgager Mr. Nitin Gupta on behalf of M/S. VANYA EDIBLE OILS & REFINERIESPRIVATE LIMITED.
- 9. I certify that the intending Borrower/ Borrowers/ Mortgager Mr. Nitin Gupta has acquired absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

### **DOCUMENTS RETAINED WITH BANK:**

Original Transfer Letter No. 5626/SIDC/ROG dated 25-01-2017.

original Lease Deed Document No. 5452, dated 07-09-2017.

3. Original Mortgage Permission dated 24-07-2021.

### **DOCUMENTS TO BE TAKEN:**

- 1. Latest tax paid Receipt & other Utility Bills of the Scheduled Property in the name of Mortgager.
- 2. Affidavit.

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

The Scheduled Property is covered under SARFESI compliance.

### SCHEDULE OF THE PROPERTY/IES

Leasehold Industrial Property Built up on Plot No. G-157, Area Measuring 517.50 Square Meters, situated with in the Industrial Area at Masuri Gulaothi Road, Village Dhaulana, District Hapur, U.P., according to Lease Deed Document No. 5452, dated 07-09-2017, which is bounded as under:

East: Road No. 24 West: Plot No. G-142 North: Plot No. G-158 South: Plot No. G-156.

Date: 16-08-2022 Place: Faridabad

(Kr. Surender Singh) Advocate.

### <u>AFFIDAVIT</u>

I, Nitin Gupta S/o Mr. Prem Chand Gupta	, Resident of	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
solemnly affirm and declare as under:-	do	hereby

- 1. That the Deponent is the Lease Holder of Leasehold of Leasehold Industrial Property Built up on Plot No. G-157, Area Measuring 517.50 Square Meters, situated with in the Industrial Area at Masuri Gulaothi Road, Village Dhaulana, District Hapur, U.P., according to Lease Deed Document No. 5452, dated 07-09-2017.
- 2. That the deponent has not availed any loan from any other bank, financial institution or private person over above said property, except **SBI SME BRANCH, NIT FARIDABAD**.
- 3. That the deponent will not create any charge over above said property by way of sale, mortgage, gift or otherwise, except **SBI SME BRANCH, NIT FARIDABAD**.
- 4. That the above said property is neither subject matter of any litigation nor under acquisition.
- 5. That the Title Deeds deposited/ to be deposited by the deponent are Genuine and are not Duplicate or Fake & there is no Title Deed apart from the Deeds deposited with/ handed over to the Bank.
- 6. That the deponent has not entered in to any transaction of any nature whatsoever in respect of the Property offered as Security to the Bank.
- 7. That there are no circus mantes which adversely affect the Mortgage and its Validity/ enforcement.
- 8. That there is no Tax Liability, Utility Bills or any other Dues pending in respect of the Property offered as Security.
- 9. That the Property offered as Security shall be available for the Loan sanctioned or to be sanctioned to the Borrower.

Deponent

#### Verification:

Verified that the contents of my above said affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. Verified at Faridabad on

Deponent