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Ref. No.

Date: 16-08-2022

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

TITLE INVESTIGATION REPORT

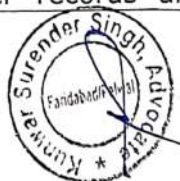
Annexure - B

1 (A)	Name of the Branch/ BU seeking opinion.	State Bank of India, SME Branch, NIT Faridabad-121001, Haryana.
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	01-07-2022.
(C)	Name of the Borrower	M/S. VANYA EDIBLE OILS & REFINERIES PRIVATE LIMITED.
2 (A)	Type of Loan	CC
2 (B)	Type of Property	Industrial Property
3 (A)	(a) Name of the unit/concern/ company/ person offering the property/(ies) as security.	Mr. Nitin Gupta S/o Mr. Prem Chand Gupta.
(B)	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	INDIVIDUAL
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	AS BORROWER/ GUARANTORS
4.	Value of Loan (Rs. In crores)	Rs.
5. (A) (B)	Complete or full description of the immovable property/ (ies) offered as security including the following details. Survey No. Door/House no. (in case of house property)	Leasehold Industrial Property Built up on Plot No. G-158, 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



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(C)	Extent/ area including plinth/ built up area in case of house property	Document No. 6564, dated 03-11-2017, which is bounded as under: East : Road No. 24 West : Plot No. G-141 North : Plot No. G-159 South : Plot No. G-157. (Herein after called as Scheduled Property).
(D)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	
6. (A)	Particulars of the documents scrutinized-serially and chronologically:- 1. Original Transfer Letter No. 6049/SIDC/ROG dated 11-10-2017. 2. Original Lease Deed Document No. 6564, dated 03-11-2017. 3. Original Mortgage Permission dated 31-03-2021.	
(B)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	I have verified the Original Documents 4(a) (1 to 3) in SBI SME Branch, NIT Faridabad-121001.
7. (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) (HL: if the value of loan =>Rs. 1 crore and in case of commercial loans irrespective of the loan component)	Yes.
(b)	Whether all paged 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? (in case original title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently and cautiously).	Yes.
8 (a)	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?	No.
(b)	If such online/computer records are	N.A.



	available, 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 if so whether such verification was made?	No, however stamp duty is properly paid.
(d)	Whether proper registration of documents completed. Details thereof to be provided	Yes.
9 (a)	Property offered as security falls within the jurisdiction of which sub-Registrar office?	Sub Registrar Hapur-I & Dhaulana.
(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 office names at (b) above	Inspected record with the office of S.R. Hapur-I, since 1992 to 2012, vide search Receipt No.2022141013584, dated 28-07-2022 & S.R. Dhaulana, since 2014 to 2017, vide search receipt No. 2022359014461, dated 16-08-2022 & 2017 to 2022, vide search receipt No. 2022359011531, 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?	No.
10 (a)	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. I have examined the documents and the Registration record kept and Maintained in the office of Sub Registrar Hapur-I & Dhaulana, regarding Leasehold Industrial Property Built up on Plot No. G-158, Area Measuring 517.50 Square Meters, situated with in the Industrial Area at Masuri Gulaothi Road, Village Dhaulana, District Hapur, U.P. and on examination I have found that initially U.P. State Industrial	



Development Corporation Limited, Kanpur Leased out the scheduled Property, to M/s Sudha Oils & Spices Pvt. Limited on Lease for a period of 90 years W.E.F. 19-03-2005, through Lease Deed dated 12-09-2012, Registered in the Office of S.R. -I, Hapur on dated 18-09-2012 but after some time it surrendered above said Lease to the Lesser U.P. State Industrial Development Corporation Limited, Kanpur on dated 11-10-2017, through Letter No. 6048/SIDC/ROG/MG ROAD PLOT No. G-158.

Thereafter U.P. State Industrial Development Corporation Limited, Kanpur Re- Allotted the scheduled Property, to the present Mortgager Mr. Nitin Gupta on dated 11-10-2017, through Transfer Letter No. 6049/SIDC/ ROG/ MG ROAD Plot No. G- 158 on Lease for the period of 90 Years W.E.F. 19-03-2005 by virtue of Lease Deed dated 31-10-2017, which was Registered in the Office of S.R. Dhaulana, U.P. on dated 03-11-2017, vide Document No. 6564. 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 31-03-2021. 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.**

10 (b)	Wherever Minor's Interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of	No.
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	title/encumbrances for a period of not less than 30 years is mandatory (separate sheets may be used)	
10 (c)	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.	N.A.
11 (a)	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.)	The Mortgager Mr. Nitin Gupta has Lease Hold rights in the scheduled property.
	If Ownership Rights	No, as the Mortgager has Lease Hold Rights in the Property.
(a)	Details of the Conveyance Documents	N.A.
(b)	Whether the document is property stamped.	N.A.
(c)	Whether the document is properly registered.	N.A.
	If leasehold, whether;	Yes.
(a)	The Lease deed is duly stamped and registered	Yes.
(b)	The Lessee is permitted to mortgage the leasehold right	Yes.
(c)	Duration of the lease/unexpired period of lease	90 Years W.E.F since 19-03-2005
(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.	No.
(e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)	No.
(f)	Right to get renewal of the leasehold rights and nature thereof	No.
	If Govt./ grant/ allotment/ Lease-cum / Sale Agreement/ Occupancy/Inam Holder/ Allottee, 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.	N.A.
	If occupancy right, whether;	No.
(a)	Such right is heritable and transferable	N.A.
(b)	Mortgage can be created	N.A.
12	Has the property has been transferred by way of	No.



	Gift/ Settlement deed	
(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)	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 to Donee	N.A.
(e)	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)	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 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.
13	Has the property been transferred by way of partition/ family settlement deed.	No.
(a)	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
(b)	Whether mutation has been effected	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.	N.A.
(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.	N.A.
(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?	N.A.
14	Whether the title documents include 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.	N.A.
15.	Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious / other institutions	No.
(a)	Any restriction in creation of charges on such properties?	N.A.
(b)	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16	Whether the property is a HUF/ Joint family property?	No.
(a)	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection in execution minor's share if any, rights of female members etc	N.A.
(c)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
(a)	Whether the trust is a private trust and whether trust deed specifically authorized the mortgage the property?	N.A.
(c)	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	N.A.
(d)	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N.A.
18	Is the property an Agriculture land	No.
(a)	whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/ enforcement of mortgage.	N.A.
(b)	In case of agriculture property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and	N.A.



	right to enforce the mortgage?	
(c)	In case of the conversion of Agriculture land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
19 (a)	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal zone Regulations, Environmental clearance etc.)	No.
(b)	Addition aspects relevant for investigation of title as per local laws.	No.
20 (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.	Yes search made.
21 (a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Undertaking is to be given by the Mortgager.
(b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
(c)	Whether the title documents have any court seal/marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/marking.	No.
22 (a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
(b)	Property belonging to the 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.
23	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges 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	No. 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 ascertained from the office of sub-registrar also?)	N.A.
(g)	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 holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the law of the place, where it is executed.	No.
27 (I)	If the property is a flat/ apartment or residential/ commercial complex:	Industrial Plot
(a)	Promoter's/ Land owner's title of the land/building;	Lease Holder
(b)	Development Agreement/Power of Attorney	No.
(c)	Extent of authority of the Developer/Builder	N.A.
(d)	Independent title verification of the Land and/or building in question	Yes.
(e)	Agreement for sale (duly stamped)	N.A.
(f)	Payment of proper stamp duty	Yes.
(g)	Requirement of registration of sale agreement, development agreement, POA etc.	No.
(h)	Approval of building plan, permission of appropriate, local authority etc.	Proof to be submitted.
(i)	Conveyance in favour of Society/ Condominium concerned.	N.A.
(j)	Occupancy certificate/allotment letter/letter of possession	Re-Allotment Letter
(k)	Membership details in the Society etc.	N.A.
(l)	Share certificates	N.A.
(m)	No objection letter from the Society	N.A.
(n)	All legal requirements under the local/ Municipal laws, regarding ownership of Flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc.	Yes
(o)	Requirements for noting the Bank charge on the records of the Housing Society, if any	N.A.
(p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	No.
(q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan,	Yes.



	agreement plan etc.	
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development Act, 2016)? Y/N	No.
II. B	Whether the Project is Registered with Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
II. C	Whether the Registered Agreement for Sale as prescribed in the above Act / Rules there under is executed?	N.A.
II. D	Whether the details of the Apartment/Plot is question are verified with the List of number and types of Apartments or Plots booked as uploaded by the Promoter in the Real Estate Regulatory Authority.	N.A.
28	Encumbrances, Attachments and/or claims whether of Government, Central or State or other local authorities or Third Party claims, liens etc., and details thereof.	Property is free from all encumbrances and charges whatsoever, except the charges of SBI SME BRANCH, NIT FARIDABAD
29	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.	1993 to till date.
30	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.
31 (a)	Urban land ceiling clearance, whether required and if so, details thereon	No.
(b)	Whether No objection certificate under the income Tax Act is required /obtained?	Undertaking is to be submitted.
32 (a)	Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.	As detailed in Para 6(a).
(b)	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Yes.
33 (a)	Whether the property offered as security is clearly demarcated?	Yes.
(b)	Whether the demarcation/ partition of the property is legally valid?	Yes.
(c)	Whether the property has clear access as per documents, the property should be legally accessible through normal carriers or transport goods to factories/ houses, the case may be)	Yes.



34	Whether the property can be identified from the following	
(a)	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	No.
B	Discrepancy / doubtful circumstances, if any related on such scrutiny?	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, please provide these comments subsequently, on receipt of the same).	East : Road No. 24 West : Plot No. G-141 North : Plot No. G-159 South : Plot No. G-157.
36	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
(a)	Property is SARFAESI complaint (Y/N)	Yes, property in question is enforceable under the provisions of SARFAESI Act.
37	Whether original title deeds are available for creation of equitable mortgage	Yes.
(a)	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 security.	No.
39	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Mr. Nitin Gupta.

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



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is created by way of deposit of the following documents in the manner required by law, it will satisfy the requirement 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(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.2022141013584, dated 28-07-2022 & S.R. Dhaulana, since 2014 to 2017, vide search receipt No. 2022359014461, dated 16-08-2022 & 2017 to 2022, vide search receipt No. 2022359011531, 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 & REFINERIES PRIVATE 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:

1. Original Transfer Letter No. 6049/SIDC/ROG dated 11-10-2017.
2. Original Lease Deed Document No. 6564, dated 03-11-2017.
3. Original Mortgage Permission dated 31-03-2021.

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-158, 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. 6564, dated 03-11-2017, which is bounded as under:

East : Road No. 24

West : Plot No. G-141

North : Plot No. G-159

South : Plot No. G-157.

Date : 16-08-2022

Place: Faridabad



(Kr. Surender Singh)
Advocate.

AFFIDAVIT

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

1. That the Deponent is the Lease Holder of Leasehold of Leasehold Industrial Property Built up on Plot No. G-158, 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. 6564, dated 03-11-2017.
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