Umesh Dahra, Advocate

M.B.A.,LL.B.

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Ref.	No.	•

Dated: 12.01.2021

To

The Asstt. General Manager,
State Bank of India,
Commercial Branch,
LHO Building,
Hoshangabad Road,
Bhopal.

Annexure-B

Title investigation report by panel Advocate

Parameter Sandara		
1.	a) Name of the Branch/ Business	
	Unit/ Office seeking opinion	Hoshangabad Road, Bhopal, M.P.
	b) Reference No. and date of the	
	letter under the cover of which the	Nil
	documents tendered for scrutiny	·
	are forwarded.	
	c) Name of the borrower/applicant	M/s Danwat Foods Limited
		M/s Daawat Foods Limited
2.	a) Name of the unit/ concern/	M/s Daawat Foods Limited
	person offering the property of the	
	borrower	
		·
	b) Constitution of the unit/	
	concern/ Person/ body/ authority	M/s Daawat Foods Limited
	offering the property for creation of	
	charge.	·
	c) State as to under what capacity	Borrower/ Guarantor
	is security offered (whether as	·
	joint applicant or borrower or as	
	guarantor etc.)	

3. Complete or full description of the immoveable property/ ies offered as security Including the following details:

a) Survey No.

4.

- b) Door/house No. (in case of House property)
- Extent/area c) including plinth/built up area in case of house/ property.
- d) Locations like name of the place Vill. City, Registration district etc. boundaries.

a) Particulars of the documents scrutinizedserially and chronologically

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 registering/ revenue/ other authorities examined.

As given under schedule of property

Copy of Sale deed bearing registration No. 10052 dated 09.01.2018 registered in the office of S.R. Sonipat.

ii) Copy of Exchange Deed No. 5567 dated 01.09.2017 registered in the office of S.R. Sonipat.

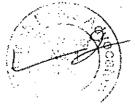
iii) Copy of Exchange Deed No. 5566 dated 01.09.2017 registered in the office of S.R. Sonipat.

Copy of Exchange deed No. 9113 dated 15.12.2017 registered in the office of S.R. Sonipat.

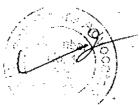
Copy of Jamabandi for the year 2015-16 (Khewat No. 102//93, Khata No. 121), 2010-11 (Khewat No. 93//73, Khata No. 116), 2005-06 (Khewat No. 73//12min., 43. 54min., 61min., 62min., 64min., 65min., Khata No. 2000-2001 96), (Khewat 54//52min., Khata No. 76), 1995-96 (Khewat No. 52//36min., 52min., Khata No. 73) and 1990-91 (Khewat No. 36//30min., Khata No. 65) of village Kishora, tehsil and district Sonipat.

Copy of Jamabandi for the year 2015-16 (Khewat No. 89//80, Khata No. 105), 2010-11 (Khewat No. 80//61. Khata No. 100), 2005-06 (Khewat No. 61//54min., Khata No. 81), 2000-2001 (Khewat No. 54//52min., Khata No. 76, 77), 1995-96 (Khewat No. 52//36min.,

		52min., Khata No. 73) and 1990-91 (Khewat No. 36//30min. Khata No.66), 1990-91 (Khewat No. 52//44, Khata No. 87) of village Kishora, tehsil and district Sonipat. vi) Copy of Jamabandi for the year 2015-16 (Khewat No. 87//78, Khata No. 103), 2010-11 (Khewat No. 78//59, Khata No. 98), 2005-06 (Khewat No. 59//53min., Khata No. 79), 2000-2001 (Khewat No. 53//51, Khata No. 75), 1995-96 (Khewat No. 51//35, Khata No. 72) and 1990-91 (Khewat No. 35//29min., Khata No. 64) of village Kishora, tehsil and district Sonipat. vii) Copy of mutation Nos. 656, 655, 662 of village Kishora, tehsil and district Sonipat.
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? (Please enclose all such certified and relevant fee receipts along with the TIR)	No
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.	N.A.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	N.A.
	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 jurisdiction of which Subregistrar Office?	Sonipat



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	b) Whether it is possible to have registration of documents in respect of the property in question at more than one 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 named above?	Yes
	d) Whether the searches in the offices of registering authority or any other records reveal registration of multiple title documents in respect of the property in question?	N.A.
8.	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 predecessor in title/ interest to the current title holder and whether minor/s interest or other clog on title is involved. Search should be made for a further period depending upon the need for clearance of such clog on title.	As given in schedule of property
	In case of property offered as security for loans of Rs. 1.00 crores and above search of title/encumbrance for a period of not less than 30 years is mandatory (Separate sheet may be used)	
9.	Nature of title of the intending Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory rights or Inam holder or Govt. Grantee/Allottee etc.)	Absolute ownership rights.
10.	If lease hold whether a) Lease Deed is duly stamped and registered b) Lease is permitted to mortgage	N.A.



proventation		
	the lease hold rights.	
	c) Duration of the lease/	
	unexpired period of lease.	
	d) If a sub-lease Check the lease	
ļ	deed in favour of lessee as to	
Í	whether lease deed permits sub-	
	lease in and the mortgage by Sub-	
	Lessee also.	
	e) Whether the leasehold rights	
	permits for the creation of any	
	superstructure (if applicable)	
	f) Right to get renewal of the lease	
	hold rights and nature thereof.	
11.	If Govt. Grant/ allotment/lease	NA
	cum sale agreement) whether	4 104 20
	grant/ lease agreement etc.	
	provides for alienable rights to be	
1	the mortgagor with or without	
	conditions.	
	OVALUATION,	
1	The mortgagor is competent to	
	create charge on such property.	
1	create charge on such property.	
	Whether any permission from	
	1	
	Govt. or any other authority is	
	required for creation of mortgage	
	and if so whether such valid	
10	permission is available.	
12.	If Occupancy right whether	N.A.
	a)Such rights is heritable and	,
	transferable.	
	b)Mortgage can be created	
13.	Nature of minor's interest, if any	N.A.
	and if so whether creation of	
	mortgage could be possible, the	
	modalities/ procedure to be	
	allowed including court	
	permission to be followed	
	including court permission to be	
	obtained and the reasons for	
	coming for such conclusion.	
14.	If the property has been	N.A.
	transferred by way of gift/	
	settlement deed whether	
	a) The gift/ settlement deed is duly	
	stamped and registered.	
	b) The gift/ settlement deed has	
	been attested by two witnesses.	
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	c) The gift/settlement deed transfers the property to be done. d) Whether the donee has accepted the gift by signing the gift/ settlement deed or by a separated writing or implication or by actions. e) Whether there is any restriction on the donor in executing the gift/ settlement deed in question.	
	f) Whether the donee is in possession of the gifted property.	
	g) Whether any title 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. h) Any other aspect affecting the	
	validity of the title passed through	
	the gift/ settlement deed.	
15.	a) In case of partition/ family	N.A.
	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 partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d) In respect of partition by a decree of court whether such decree has becomes final and other conditions/formalities are 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 be taken for avoiding multiple mortgages?	
16	Whether the title documents include testamentary	N.A.
	document/wills	
	(c) Chambel No. 12	

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1	a) In case of Wills, whether	
	the WILL is registered will or	
	unregistered will?	
1	b) Whether WILL in the mater	
	needs a mandatory probate	•
	and if so whether the same	
	is probated by a competent	
	court?	
	c) Whether the property is	
	mutated on the basis of	
	WILL.	
	d) Whether the original WILL is	
	available?	
	e) Whether the original death	
	certificate of testator is	
	available?	
	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 or a	
	declaration by all the beneficial	
	about the Genuineness/validity of	
	WILL all parties have acted upon	I I
	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	N.A.
	subject to any wakf rights.	
	b) Whether the property belongs	
	to church/temple or any	
	religious/other institutions having	
	any restriction in creation of	
	charge on such properties?	
	c) Precautions/ permission, if	
	any in respect of the above cases	
	for creation of mortgage.	
18	a) Whether the property is a	NA
10	HUF/Joint Family property,	
	mortgage is created for family	
1	benefit, mortgage is created for	
	family benefit/ legal necessity,	
	whether the major coparceners	
	have no objections/ join in	
	execution minor's share of any,	
L	Execution milions share of any.	2

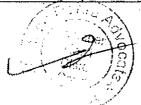
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	rights of female members etc.	
	b) Please also comments on any	Ī
	other which may adversely	
	affected the validity of security in	
	such cases.	
19	a) Whether the property belongs	N.A.
	to any trust of in subject to be	
	rights of any trust.	
	b) Whether the trust is a private	
	or public trust and whether trust	
	deed specifically authorizes the	
	mortgage of the property.	
	c) If so additional precautions.	
	Permission to be obtained for	
	creation of valid mortgage?	
	d) Requirements if any for	
İ	creation of mortgage as per the	
	central/ state love applicable to	
İ	central/ state laws applicable to the trust in the mater.	
00	W	To the state of th
20	a) If the property is agricultural	Yes
1	land whether the local laws	
	permits mortgage if agricultural	
	land and whether there are any	
	restrictions.	
	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.	
	c) in case of conversion of	·
	agricultural land for commercial	
	purpose of otherwise, whether	
	requisite procedure followed/	
	permission obtained.	
21	Whether the property is affected	No
	by any local laws of other	110
	regulations having a bearing on	
	the creation security (viz.	
	agricultural laws weaker sections	
		•
1	₩	
	Regulations Environmental	•
	Clearance etc.)	
22		An affidavit to this effect be obtained
İ	subject to any pending or	from the owner.
	proposed land acquisition	
	proceedings.	

	b) Whether any search/ enquiry	
	is made with the land acquisition	
	office and the outcome of such	
	search/ enquiry.	
23	a) Whether the property is	An affidavit to this effect be obtained
	involved in or subject matter of	from the owner.
	any litigation which is pending or	
	conducted.	
	b) If so, whether such litigation	
	would adversely affected the	
	creation of a valid mortgage or has	
	any implication of its future	
	enforcements?	
	c) Whether the 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 making.	
24	a) In case of partnership firm,	N.A.
	whether the property belongs to	, =
	the firm and the deed is properly	
	registered.	
	b) Property belongs to partners,	
	whether thrown on hotchpot?	
	Whether formalities for the same	
	· · · · · · · · · · · · · · · · · · ·	
	have been completed as per	
	applicable law?	
٠.	c) Whether the persons creating	•
	mortgage has/ have authority to	
	create mortgage for and on behalf	
	of the firm.	
25	Whether the property belongs to a	N.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.	
26	In case of societies Association,	N.A.
	the requirement authority/ power	TANT PO
	to borrower and whether the	
ļ	mortgage can be created and the	
27	requisite resolution bye-laws.	Mac
41	a) Whether any POA is involved	TAR.
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in the chain of title.

- b) Whether the POA involve.
- c) Is one coupled with interest i.e., a Development Agreement-cum power of Attorney? If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder. Developer and as such irrevocable as per law.
- In case the title documents is executed by the POA holder, please clarify whether the POA involved as (i) one executed by the viz. builder companies/firm/ individual or proprietary concerns favour of their in partners/ employees authorized representatives to sign allotment letter, NOCs Agreement of sale, sale deed etc, in favour of buyers of flats/units (builders POA) or (ii) Other Type of POA (common POA)
- e) 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.
- f) In case of common i.e., POA other then builder's (POA). Please clarify the following clauses in respect of POA
- (i) Whether the original is verified and the title investigation is done on the basis of original POA.
- (ii) Whether the POA is registered one?
- (iii) Whether the POA is a special or general one?
- (iv) Whether the POA contains a specific authority for execution of title documents on question?
- g) Whether the POA was in force and nor revoked or has become invalid on date of execution of the document in question? (Please clarify whether the same has been



ascertained from the office of Subregistrar also?) h) Please comments on the genuineness of POA? i) The unequivocal opinion on the enforceability and validity of the POA? 28 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 property executed stamped/ authenticated in term of law of the place where it is executed. 29 If the property is flat/apartment or residential commercial complex, check and comments 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 if building plan permission of appropriate/ local authority etc. (i) Conveyance in favour of society/ condominium authority etc. (j) Occupancy altority letter of possession. (k) Membership detail in society.	-		AND AND AND AND AND AND AND AND AND AND
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r	(4)	
	(l) Share certificates.	
	(m) No objection letter of	
	society.	
	(n) All legal requirements under	
	the local/municipal laws	•
	regarding ownership of flats	
	apartments building	
	regulations developments	
	control regulation, 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 vacant	
	land and construction if yet	
	to be made approval of lay	
	out and other precautions of	
_	any.	·
	(q) Whether the numbering	
	pattern of the units/ flats	·
	tally in all documents such	
	as approved plan agreement	
	plan etc.	
30	Encumbrances, attachment,	N.A.
	and/or claims whether of	
	government, central or state or	
	other local authorities of their	
	party claims, liens etc. and details	
	thereof.	
31	The period covered under the	Search has been made for the last 30
Ì	encumbrances certificate and the	years vide inspection receipt of even
	name of the person in whose	date.
	favour the encumbrances is	
	created and if so, satisfactions of	
	charge, if any.	
32	Details of regarding property tax	N.A.
	or land revenue or other statutory	
	dues paid/ payable as on date and	
	if not paid, what remedy?	
33	a) Urban Land Ceiling clearance,	N.A.
	whether required and if so, details	
	thereon.	
	b) Whether no objection certificate	
	under the income tax act is	
	required/obtained.	
34	Details of RTC extracts/ mutation	N.A.
	extracts/ Katha extracts	
	pertaining to the property in	··

	question.	The state of the s
35	_ <u> </u>	To the state of th
130	Whether the name of mortgagor is	1
	reflected as owner in the	
	revenue/municipal/ village	
417 Factor of Contract of Cont	records?	
36	a) Whether the property offered	No
	as security is clearly demarcated?	
	b) Whether the	
	demarcation/partition of the	
	property is legally valid?	
	c) Whether the property has clear	
	access as per documents?	
37	Whether the property can be	Yes
	identified from the following	103
	documents, and discrepancy/	
	doubtful circumstances, if any	
1	Solution	
	document in relation to electricity	
	connection.	
ļ	a) Document in relation to	
	water connection.	
]	b) Documents in relation to	
	sale tax registration, if any	
1	applicable.	
	c) Other utility bills, if any;	
38		N.A.
	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 boundary? If so	
	please Elaborate/ comment on the	
20	same.	
39	If the valuation report and /or	N.A.
	approved sanctioned plans are	
	made available, please comments	
1	on the same including the	
	comments on the description and	
	boundaries of the property on the	
	said document and that in the title	
	deeds.	
İ	(if the valuation report and/or	
	approved plan are not available at	
	the time or preparation of TIR,	
	please provide these comments	
	same available to the advocate)	

40	Any bar/ restriction for creation of mortgage under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	SBICAP Trustee Company Ltd.
41	Whether the bank will be able to enforce SARFESI Act, if required against the Property offered as security?	No
42	In case of absence of original title deeds, detail of legal and other requirements of creation of a property valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the bank in the regard.	Copies of title deeds supplied for report.
43	Whether the governing law/constitutional documents of the mortgagor (other than nature persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	N.A.
45	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	1) An affidavit be obtained from the mortgagor that property is free from all encumbrances, prior lien and charges except the charge of SBICAP Trustee Co. Ltd. and is not subject matter of any litigation. 2) Kindly ensure that rapat regarding mortgage of property with the bank is reflected in the revenue records before disbursement of loan.
46	The specific persons who are required to creation mortgage. To deposit documents creating mortgage.	M/s Daawat Food Limited through its authorized person as per Board Resolution.

(Umesh Dahra) Advocate

Schedule of Property and Chain of Title:

Total land measuring 12 Kanals as described below:

- i) Land measuring **09K-10M** comprised in Khewat No. 102min., Khata No. 121min., Rect. and Killa Nos. 9//7/2(3-10), 14/1(6-0) situated in the revenue estate of village Kishora, tehsil and district Sonipat.
- ii) Land measuring **01K-0M**, which is 20/53 share of land measuring 02K-13M comprised in Khewat No. 89, Khata No. 105, Rect. and Killa Nos. 8//15/1(0-7), 16/2(0-8), 25/1(0-8), 9//4(1-10) situated in the revenue estate of village Kishora, tehsil and district Sonipat.
- iii) Land measuring **01K-01M**, which is 21/53 share of land measuring 02K-13M comprised in Khewat No. 89, Khata No. 105, Rect. and Killa Nos. 8//15/1(0-7), 16/2(0-8), 25/1(0-8), 9//4(1-10) situated in the revenue estate of village Kishora, tehsil and district Sonipat.
- iv) Land measuring **OK-09M** comprised in Khewat No. 87 min., Khata No. 103 min., Rect. and Killa Nos. 9//17/1(0-9), 18/1(0-0) situated in the revenue estate of village Kishora, tehsil and district Sonipat.

M/s Daawat Foods Ltd. Delhi having its registered office at unit No. 134, First Floor, Rectangle 1, Saket District Centre, New Delhi through its manager Sh. Krishan Pal son of Sh. Swaran Dass resident of H. No. 212, Jiwan Nagar, Sonipat purchased the above mentioned land from (1) Smt. Anju Mangla wife of Sh. Hari Parkash Mangla son of Sh. Mange Ram resident of H. No. 119, sector-14, Sonipat through Sh. Hari Parkash Mangla son of Sh. Mange Ram and (2) Smt. Anju Aggarwal wife of Sh. Rakesh Aggarwal son of Sh. Hari Ram resident of H. No. 120, sector-14, Sonipat through Sh. Rakesh Aggarwal son of Sh. Hari Ram for a sale consideration of Rs. 3,00,00,000/- vide sale deed bearing registration No. 10052 dated 09.01.2018 registered in the office of S.R. Sonipat and took possession of the land as per recital of sale deed, which is a document of title in its favour.

The vendors Smt. Anju Mangla and Smt. Anju Aggarwal were owners in possession of land measuring 09K-10M (Property No. i) vide mutation Nos. 656 and 655 dated 13.09.2017. Perusal of mutation No. 655 reveals that Smt. Anju wife of Sh. Rakesh son of Sh. Hari Ram became owner of the land vide Exchange Deed No. 5567 dated 01.09.2017. Perusal of mutation No. 656 reveals that Smt. Anju wife of Hari Parkash

son Sh. Mange Ram became owner of the land vide Exchange Deed No. 5566 dated 01.09.2017. This land was previously owned by M/s. Singh Exim Pvt. Ltd., E-208, Shastri Nagar, New Delhi.

The vendor Smt. Anju Mangla was owner in possession of land measuring 01K-0M (Property No. ii) vide mutation No. 656 dated 13.09.2017. Perusal of mutation No. 656 reveals that Smt. Anju wife of Hari Parkash son Sh. Mange Ram became owner of the land vide Exchange Deed No. 5566 dated 01.09.2017. This land was previously owned by M/s. Singh Exim Pvt. Ltd., E-208, Shastri Nagar, New Delhi.

The vendor Smt. Anju Aggarwal was owner in possession of land measuring 01K-01M (Property No. iii) vide mutation No. 655 dated 13.09.2017. Perusal of mutation No. 655 reveals that Smt. Anju wife of Rakesh became owner in possession of land vide Exchange Deed 5567 dated 01.09.2017. This land was previously owned by M/s. Singh Exim Pvt. Ltd., E-208, Shastri Nagar, New Delhi.

The vendor Smt. Anju Mangla was owner in possession of land measuring OK-09M (Property No. iv) vide mutation No. 662 dated 04.04.2018. Perusal of mutation No. 662 reveals that she became owner of the land vide exchange deed No. 9113 dated 15.12.2017. This land was previously owned by M/s. Singh Exim Pvt. Ltd., E-208, Shastri Nagar, New Delhi.

M/s Exim Pvt. Limited was owner in possession of land comprised in Rect. and Killa Nos. 9//7/2(3-10), 14/1(6-0) vide Jamabandi for the year 2015-16 (Khewat No. 102//93, Khata No. 121), 2010-11 (Khewat No. 93//73, Khata No. 116), 2005-06 (Khewat No. 73//12min., 43, 54min., 60min., 61min., 62min., 64min., 65min., Khata No. 96) of village Kishora, tehsil and district Sonipat and vide Jamabandi for the year 2000-2001 (Khewat No. 54//52min., Khata No. 76) Jai Singh, Krishan, Sahab Singh, Manoj, Smt. Kalawati, Tara, Kitabo, Kamlesh, Kapuri, Nirmala, Vidhya, Sushila were owners in possession of land and vide Jamabandi for the year 1995-96 (Khewat No. 52//36min., 52min., Khata No. 73) and 1990-91 (Khewat No. 36//30min., Khata No. 65) Jai Singh and Smt. Brahmi were owners in possession of land.

M/s Exim Pvt. Limited was co-owner in possession of land comprised in Rect. and Killa Nos. 8//15/1(0-7), 16/2(0-8), 25/1(0-8), 9//4(1-10) vide Jamabandi for the year 2015-16 (Khewat No. 89//80, Khata No. 105), 2010-11 (Khewat No. 80//61, Khata No. 100), 2005-06 (Khewat No. 61//54min., Khata No. 81) and vide Jamabandi for the year



2000-2001 (Khewat No. 54//52min., Khata No. 76, 77) Jai Singh, Krishan, Sahab Singh, Manoj, Smt. Kalawati, Tara, Kitabo, Kamlesh, Kapuri, Nirmala, Vidhya, Sushila were owners in possession of land and vide Jamabandi for the year 1995-96 (Khewat No. 52//36min., 52min., Khata No. 73) Jai Singh and Brahmi were owners in possession of land and vide Jamabandi for the year 1990-91 (Khewat No. 36//30min. Khata No.66) Jai Singh and Brahmi were owners of land comprised in Rect. and Killa No. 9//4(1-10) and vide Jamabandi for the year 1990-91 (Khewat No. 52//44, Khata No. 87) Panchayat Deh was owner in possession of land comprised in Rect. and Killa Nos. 8//15(1-9), 16(4-6) and 25(6-16).

M/s Exim Pvt. Limited was co-owner in possession of land comprised in Rect. and Killa Nos. 9//17/1(0-9) vide Jamabandi for the year 2015-16 (Khewat No. 87//78, Khata No. 103), 2010-11 (Khewat No. 78//59, Khata No. 98), 2005-06 (Khewat No. 59//53min., Khata No. 79) and vide Jamabandi for the year 2000-2001 (Khewat No. 53//51, Khata No. 75) Krishan, Sahab Singh, Manoj, Smt. Kalawati, Tara, Kitabo, Kamlesh, Kapuri, Nirmala, Vidhya, Sushila were owners in possession of land and vide Jamabandi for the year 1995-96 (Khewat No. 51//35, Khata No. 72), 1990-91 (Khewat No. 35//29min., Khata No. 64) Smt. Brahmi was owner in possession of land.

(Umesh Dahra) Advocate

Annexure-C Certificate of title

I have examined the copies of Title Deeds intended to be 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 if the said Equitable 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 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 Sub-Registrar(s) Office(s). 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 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 pertaining to the Immovable Property/(ies) covered by above said Title Deeds.:

Property is already mortgaged with SBICAP Trustee Co. Ltd.

- 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: N.A.
- 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of Nil (Specify the share of the Minor with Name). (Strike out if not applicable): N.A.
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s Daawat Foods Limited.
- 9. I certify that M/s Daawat Foods Limited has / 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 deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
 - i) Original Sale deed bearing registration No. 10052 dated 09.01.2018 registered in the office of S.R. Sonipat.
 - ii) Original Exchange Deed No. 5567 dated 01.09.2017 registered in the office of S.R. Sonipat.

iii) Original Exchange Deed No. 5566 dated 01.09.2017 registered in the office of S.R. Sonipat.

- iv) Original Exchange deed No. 9113 dated 15.12.2017 registered in the office of S.R. Sonipat.
- v) Certified copy of Jamabandi for the year 2015-16 (Khewat No. 102//93, Khata No. 121), 2010-11 (Khewat No. 93//73, Khata No. 116), 2005-06 (Khewat No. 73//12min., 43, 54min., 60min., 61min., 62min., 64min., 65min., Khata No. 96), 2000-2001 (Khewat No. 54//52min., Khata No. 76), 1995-96 (Khewat No. 52//36min., 52min., Khata No. 73) and 1990-91 (Khewat No. 36//30min., Khata No. 65) of village Kishora, tehsil and district Sonipat.
- vi) Certified copy of Jamabandi for the year 2015-16 (Khewat No. 89//80, Khata No. 105), 2010-11 (Khewat No. 80//61, Khata No. 100), 2005-06 (Khewat No. 61//54min., Khata No. 81), 2000-2001 (Khewat No. 54//52min., Khata No. 76, 77), 1995-96 (Khewat No. 52//36min., 52min., Khata No. 73) and 1990-91 (Khewat No. 36//30min. Khata No.66), 1990-91 (Khewat No. 52//44, Khata No. 87) of village Kishora, tehsil and district Sonipat.
- vii) Certified copy of Jamabandi for the year 2015-16 (Khewat No. 87//78, Khata No. 103), 2010-11 (Khewat No. 78//59, Khata No. 98), 2005-06 (Khewat No. 59//53min., Khata No. 79), 2000-2001 (Khewat No. 53//51, Khata No. 75), 1995-96 (Khewat No. 51//35, Khata No. 72) and 1990-91 (Khewat No. 35//29min., Khata No. 64) of village Kishora, tehsil and district Sonipat.
- viii) Certified copy of mutation Nos. 656, 655, 662 of village Kishora, tehsil and district Sonipat.

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

Signature of the advocate

E - CHALLAN ODO Code: 2305 Candidate Copy **Government of Haryana** 19-01-2021 (Cash) 13-01-2021 (Chq./DD) Valid Upto: GRN No.: 0071154829 Date: 12 Jan 2021 08:30:17 Office Name: 2305-TEHSILDAR Treasury: Sonepat Period: (2020-21) One Time **Head of Account** Amount 0030-03-104-98-51 Fees for searching re 31 PD AcNo Deduction Amount: 0 Total/Net Amount: 31 Thirty One Rupees Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxid:-PAN No: Tenderer's Name: Umesh Dahra Advocate Judicial Complex District Courts Sonepat-Address; 131001 Particulars: Fee for inspecting record of last 30 Years Cheque-DD-Detail: Depositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No: 000150949138412012021 Payment Date: 12/01/2021 Bank: SBI Aggregator Status: Success



^{*} Note:->Depositor should approach treasury for judiciastatus of this challan at 'Verify Challan' on e-Gras websicash or clearance of cheque / DD.