

Umesh Dahra, Advocate

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Ref. No. _____

Dated: 08.7.19

To

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

Annexure-BTitle investigation report by panel Advocate

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



	<p>immoveable property/ ies offered as security Including the following details:</p> <p>a) Survey No.</p> <p>b) Door/house No. (in case of House property)</p> <p>c) Extent/area including plinth/built up area in case of house/ property.</p> <p>d) Locations like name of the place Vill., City, Registration Sub-district etc. boundaries.</p>	
4.	<p>a) Particulars of the documents scrutinized- serially and chronologically</p> <p>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 be examined.</p>	<p>1) Sale deed registered document No. 1828 dated 26.05.2006.</p> <p>2) Sale deed document No. 1110 dated 30.05.1994.</p> <p>3) Sale deed document No. 6619 dated 24.03.1992.</p> <p>4) Sale deed document No. 6708 dated 27.03.1992.</p> <p>5) Sale deed document No. 6709 dated 27.03.1992.</p> <p>6) Sale deed document No. 6621 dated 24.03.1992.</p> <p>7) Sale deed document No. 6620 dated 24.03.1992.</p> <p>8) Sale deed document No. 6617 dated 24.03.1992.</p> <p>9) Sale deed document No. 1544 dated 24.06.1992.</p> <p>10) Mutation No. 4190 of village Kamaspur, district Sonipat.</p> <p>11) Jamabandis for the year 2016-17 of village Kamaspur, tehsil and district Sonipat issued by patwari halka on 22.06.2019.</p>
5.	<p>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</p>	No

	with the TIR)	
6.	<p>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.</p> <p>b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.</p> <p>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?</p>	<p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
7.	<p>a) Property offered as security falls within jurisdiction of which Sub-registrar Office?</p> <p>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?</p> <p>c) Whether search has been made at all the offices named above?</p> <p>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?</p>	<p>Sonipat</p> <p>No</p> <p>Yes</p> <p>N.A.</p>
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	As given in schedule of property



	<p>made for a further period depending upon the need for clearance of such clog on title.</p> <p>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)</p>	
9.	<p>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.)</p>	Absolute ownership rights.
10.	<p>If lease hold whether</p> <p>a) Lease Deed is duly stamped and registered</p> <p>b) Lease is permitted to mortgage the lease hold rights.</p> <p>c) Duration of the lease/unexpired period of lease.</p> <p>d) If a sub-lease Check the lease deed in favour of lessee as to whether lease deed permits sub-lease in and the mortgage by Sub-Lessee also.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)</p> <p>f) Right to get renewal of the lease hold rights and nature thereof.</p>	N.A.
11.	<p>If Govt. Grant/ allotment/lease cum sale agreement) whether grant/ lease agreement etc. provides for alienable rights to be the mortgagor with or without conditions.</p> <p>The mortgagor is competent to create charge on such property.</p> <p>Whether any permission from Govt. or any other authority is required for creation of mortgage</p>	N.A.



	and if so whether such valid permission is available.	
12.	If Occupancy right whether a) Such rights is heritable and transferable. b) Mortgage can be created	N.A.
13.	Nature of minor's interest, if any and if so whether creation of mortgage could be possible, the modalities/ procedure to be allowed including court permission to be followed including court permission to be obtained and the reasons for coming for such conclusion.	N.A.
14.	If the property has been 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. 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.	N.A.
15.	a) In case of partition/ family settlement deeds whether the original deed is available for deposit if not the modality/ procedure to be followed to create	N.A.



	<p>a valid and enforceable mortgage.</p> <p>b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>d) In respect of partition by a decree of court whether such decree has becomes final and other conditions/formalities are complied with.</p> <p>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?</p>	
16	<p>Whether the title documents include testamentary document/wills</p> <p>a) In case of Wills, whether the WILL is registered will or unregistered will?</p> <p>b) Whether WILL in the mater needs a mandatory probate and if so whether the same is probated by a competent court?</p> <p>c) Whether the property is mutated on the basis of WILL.</p> <p>d) Whether the original WILL is available?</p> <p>e) Whether the original death certificate of testator is available?</p> <p>f) What are the circumstances and or documents to establish the WILL in question is the last and final WILL of the testator?</p> <p>(Comments on the circumstances such as the availability or a declaration by all the beneficial about the Genuineness/validity of</p>	N.A.



	WILL all parties have acted upon the WILL etc. which are relevant to rely on the Will availability of mother/original title deeds are to be explained).	
17	<p>a) Whether the property is subject to any wakf rights.</p> <p>b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charge on such properties?</p> <p>c) Precautions/ permission, if any in respect of the above cases for creation of mortgage.</p>	N.A.
18	<p>a) Whether the property is a HUF/Joint Family property, mortgage is created for family benefit, mortgage is created for family benefit/ legal necessity, whether the major coparceners have no objections/ join in execution minor's share of any, rights of female members etc.</p> <p>b) Please also comments on any other which may adversely affected the validity of security in such cases.</p>	N.A.
19	<p>a) Whether the property belongs to any trust of in subject to be rights of any trust.</p> <p>b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property.</p> <p>c) If so additional precautions. Permission to be obtained for creation of valid mortgage?</p> <p>d) Requirements if any for creation of mortgage as per the central/ state laws applicable to the trust in the mater.</p>	N.A.
20	<p>a) If the property is agricultural land whether the local laws permits mortgage if agricultural land and whether there are any restrictions.</p> <p>b) In case of agricultural</p>	N.A.



	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 by any local laws of other regulations having a bearing on the creation security (viz. agricultural laws weaker sections minorities land laws SEZ regulations Coastal Zone Regulations Environmental Clearance etc.)	No
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings. b) Whether any search/ enquiry is made with the land acquisition office and the outcome of such search/ enquiry.	An affidavit to this effect be obtained from the owners.
23	a) Whether the property is involved in or subject matter of 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.	An affidavit to this effect be obtained from the owners.
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. b) Property belongs to partners,	N.A.



	<p>whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable law?</p> <p>c) Whether the persons creating mortgage has/ have authority to create mortgage for and on behalf of the firm.</p>	
25	<p>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.</p>	N.A.
26	<p>In case of societies Association, the requirement authority/ power to borrower and whether the mortgage can be created and the requisite resolution bye-laws.</p>	N.A.
27	<p>a) Whether any POA is involved in the chin 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. d) In case the title documents is executed by the POA holder, please clarify whether the POA involved as (i) one executed by the builder viz. companies/firm/ individual or proprietary concerns in favour of their partners/ employees authorized representatives to sign flat 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</p>	N.A.



	<p>whether a certified copy of POA is available and the same has been verified/ compared with the original POA.</p> <p>f) In case of common i.e., POA other than builder's (POA). Please clarify the following clauses in respect of POA</p> <p>(i) Whether the original is verified and the title investigation is done on the basis of original POA.</p> <p>(ii) Whether the POA is registered one?</p> <p>(iii) Whether the POA is a special or general one?</p> <p>(iv) Whether the POA contains a specific authority for execution of title documents on question?</p> <p>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 Sub-registrar also?)</p> <p>h) Please comments on the genuineness of POA?</p> <p>i) The unequivocal opinion on the enforceability and validity of the POA?</p>	
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 properly executed stamped/ authenticated in term of law of the place where it is executed.	N.A.
29	<p>If the property is flat/apartment or residential commercial complex, check and comments on the following:</p> <p>(a) Promoter's/land owner's title to the land/building.</p> <p>(b) Development agreement/ power of attorney.</p> <p>(c) Extent of authority of the</p>	N.A.



	<p>developer/ builder.</p> <p>(d) Independent title verification of the land and or building in question.</p> <p>(e) Agreement for sale (duly registered)</p> <p>(f) Payment of proper stamp duty</p> <p>(g) Requirement of registration of sale agreement development agreement POA etc.</p> <p>(h) Approval if building plan permission of appropriate/ local authority etc.</p> <p>(i) Conveyance in favour of society/ condominium authority etc.</p> <p>(j) Occupancy certificate/ allotment letter/ letter of possession.</p> <p>(k) Membership detail in society.</p> <p>(l) Share certificates.</p> <p>(m) No objection letter of society.</p> <p>(n) All legal requirements under the local/municipal laws regarding ownership of flats apartments building regulations developments control regulation, co-operative societies laws etc.</p> <p>(o) Requirements for noting the bank charges on the records of the housing society if any.</p> <p>(p) If the property is vacant land and construction if yet to be made approval of lay out and other precautions of any.</p> <p>(q) Whether the numbering pattern of the units/ flats tally in all documents such as approved plan agreement plan etc.</p>	
30	Encumbrances, attachment, and/or claims whether of	N.A.




	government, central or state or other local authorities of their party claims, liens etc. and details thereof.	
31	The period covered under the encumbrances certificate and the name of the person in whose favour the encumbrances is created and if so, satisfactions of charge, if any.	The present report is in continuation of report dated 10.11.2014 given by Sh. Sanjay Sethi, Advocate, Delhi and record since 10.11.2014 onwards has been searched vide receipt No. <u>2126</u> of even date.
32	Details of regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	N.A.
33	a) Urban Land Ceiling clearance, whether required and if so, details thereon. b) Whether no objection certificate under the income tax act is required/obtained.	N.A.
34	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
35	Whether the name of mortgagor is reflected as owner in the revenue/municipal/ village records?	Yes
36	a) Whether the property offered 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?	Yes
37	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny document in relation to electricity connection. a) Document in relation to water connection. b) Documents in relation to sale tax registration, if any applicable. c) Other utility bills, if any;	Yes



38	In respect of the boundaries of the property, whether there is a difference/ discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please Elaborate/ comment on the same.	N.A.
39	If the valuation report and /or approved sanctioned plans are made available, please comments on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	N.A.
40	Any bar/ restriction for creation of mortgage under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	There is no bar for creation of Equitable Mortgage in favour of State Bank of India.
41	Whether the bank will be able to enforce SARFESI Act, if required against the Property offered as security?	Yes
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.	N.A.
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	N.A.

	investigation of title as per local laws.	
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 the property is free from all encumbrances, prior lien and charges except the charge of S.B.I. Commercial Branch, Hoshangabad Road, Bhopal, M.P. 2) Ensure that rapat regarding mortgage of property with the bank is reflected in the revenue records.
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
UMESH DAHRA
 Advocate
 Chamber No.-1, District Court
 Sonapat-131001 (Hr.)

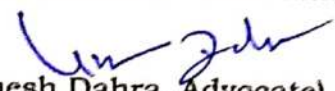
Schedule of Property and Chain of Title:

All rights, title and interest in all that piece and parcel of land measuring 71 Kanals and 13 Marlas situated at village Kamaspur, district Sonipat, Haryana and buildings and superstructures thereon as detailed below:

Khewat No.	Khata No.	Rectangle No.	Killa No.	Area
439	523	82	1/2	0-15
439	523	82	2	7-16
439	523	82	3	8-0
727	883	82	4	6-10
727	882	82	7	3-14
727	882	82	8	8-00
727	881	82	9	8-00
727	884	82	10/1	4-06
727	884	82	11	7-10
727	882	82	12	8-00
727	882	82	13	7-18
727	882	82	14	1-04

M/s Daawat Foods Pvt. Ltd. through its authorized director Sh. Abhinav Arora purchased the property mentioned above from M/s Pepsi Foods Private Limited (previously known as Pepsi Foods Limited) through Mr. Akshay Nanda for a sale consideration of Rs. 04,71,00,000/- vide registered sale deed bearing No. 1828 dated 26.05.2006 registered in the office of S.R. Sonipat and took possession of the property as per recital of sale deed, which is a document of title in its favour. Mutation No. 4190 was sanctioned on the basis of this sale deed. Name of mortgagor is being shown under column of ownership is Jamabandis for the year 2016-17 of village Kamaspur, tehsil and district Sonipat issued by patwari halka on 22.06.2019.

M/s Pepsi Foods Ltd. was owner of the property vide registered sale deed No. 1110 dated 30.05.1994 registered in the office of S.R. Sonipat being purchased by it from M/s Brisk International Pvt. Ltd., who was owner of the entire property vide registered sale deed document Nos. 6617, 6619, 6620, 6621 dated 24.03.1992, sale deed document Nos. 6708, 6709 dated 27.03.1992, sale deed document No. 1544 dated 24.06.1992. Chain of title is complete.


(Umesh Dahra, Advocate)

UMESH DAHRA Page | 15
Advocate
Chamber No.-1, District Courts
Sonapat-131001 (Hr.)

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.: **The property is already mortgaged.**

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.

•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:

- 1) Original Registered sale deed document Nos. 6617, 6619, 6620, 6621 dated 24.03.1992, sale deed document Nos. 6708, 6709 dated 27.03.1992, sale deed



document No. 1544 dated 24.06.1992 in favour of M/s Brisk International Pvt. Ltd.

- 2) Original registered sale deed No. 1110 dated 30.05.1994 in favour of M/s Pepsi Foods Limited.
 - 3) Original registered sale deed bearing No. 1828 dated 26.05.2006 in favour of M/s Daawat Foods Limited.
 - 4) Certified copy of registered sale deed bearing No. 1828 dated 26.05.2006 in favour of M/s Daawat Foods Limited.
 - 5) Memorandum and Articles of Association, Board Resolution authorizing its person to execute bank loan documents, ROC, Copy of certificate of change of name.
 - 6) Certified copy of Jamabandis for the year 2016-17 of village Kamaspur, tehsil and district Sonipat issued by patwari halka on 22.06.2019 showing ownership of M/s Daawat Foods Pvt. Ltd.
 - 7) Certified copy of mutation No. 4190 of village Kamaspur, district Sonipat.
 - 8) Permission for grant of change of land use from concerned District and Town Planner, Haryana, factory licence certificate, environment and pollution certificate from the concerned department.
 - 9) Copy of site plan.
 - 10) Affidavit as advised above.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.


Signature of the advocate

UMESH DAHRA
Advocate
Chamber No -1 District Court
Sonapat-131001 (Hr.)