

Annexure – B

SANJAY SETHI*(Advocate)**D-37, Hakikat Rai Road**Adarsh Nagar, Delhi-33**Tele: 27676136, 9810395171**To,*

*The Asstt General Manager,
State Bank of India,
Commercial Branch,
LHO Building,
Hoshangabad Road,
Bhopal (M.P.)*

(TITLE INVESTIGATION REPORT)

1	Name of the Branch/ BU seeking opinion.	SBI/Commercial Branch/ Hoshangabad Road, Bhopal
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	SBI/ Commercial Branch/ Hoshangabad Road, Bhopal / Control Officer/
3.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Daawat Foods Limited
4.	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	M/s Daawat Foods Limited
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/Guarantor
6. a)	Particulars of the documents scrutinized- serially 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 the registering/land/ revenue/ other authorities be examined.	Photocopies 1. sale deed registered document no: 1828 dated 26/5/06 2. sale deed document no: 1110 dated 30/5/94 3. sale deed document no: 6619 dated 24/3/92 4. sale deed document no: 6708 dated 27/3/92 5. sale deed document no: 6709 dated 27/3/92 6. sale deed document no: 6621 dated 24/3/92 7. sale deed document no: 6620 dated 24/3/92

6732

34009 I.G.R.—Item No. 2—H.G.P. 014.

Book No. 6838

काम संख्या ९ रजिस्ट्री

No 0000095

रजिस्ट्रार विभाग

SR

खिला

कटकर मुक्त की जमावगी की रजिस्ट्री

(रजिस्ट्री मुक्तक का)

तारीख और महीना

4/12/12

Sangay Sethi An Sethi

रजिस्ट्री मुक्तक का नाम, पिता का नाम और विवाह स्थान

प्राप्त की हुई रकम का बोझ और बिबरन

Sr 30 year

रजिस्ट्री विभाग के कार्यालय के मुक्तक

SUB-REGISTRAR

SONEPAT

काम संख्या

मुक्तक नं०

रजिस्ट्री मुक्तक की खिड़ी

रजिस्ट्री तथा इशारत खोरी के मन्दी की संख्या

खीर

कीर

कीर

कीर

कीर

सकल

मुक्तक

तलाक

31/1

समुदाय

मुक्तक


		<p>8. sale deed document no: 6617 dated 24/3/92</p> <p>9. sale deed document no: 1544 dated 24/6/92</p>
7.	Complete or full description of the immovable propert/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	<p>Khewat no: 462, khata no: 282 rectangle 82 kila no: ½(0-15), 2(7-16), 3(8-0), khata no: 615 rectangle 82 kila no: 4(6-10), khata no: 615,616 rectangle 82 kila no: 7(3-14), 8(8-0), 12(8-0), 13(7-18), 14(1-04), khata no: 614 rectangle 82 kila no: 9(8-0), khata no: 617 rectangle 82 kila no: 10/1(4-06), 11(7-10), total land admeasuring 71 kanals 13 marlas situated at village Kamaspur, District Sonapat, , Haryana</p>
i)	Survey No.	N.A.
ii)	Door no. (in case of house property)	N.A.
iii)	Extent/ area including plinth/ built up area in case of house property	As per title deed
iv)	Locations like name of the place, village, city, registration, sub-district etc.	<p>Khewat no: 462, khata no: 282 rectangle 82 kila no: ½(0-15), 2(7-16), 3(8-0), khata no: 615 rectangle 82 kila no: 4(6-10), khata no: 615,616 rectangle 82 kila no: 7(3-14), 8(8-0), 12(8-0), 13(7-18), 14(1-04), khata no: 614 rectangle 82 kila no: 9(8-0), khata no: 617 rectangle 82 kila no: 10/1(4-06), 11(7-10), total land admeasuring 71 kanals 13 marlas situated at village Kamaspur, District Sonapat, , Haryana .</p>
v)	Boundaries	As per title deeds

8	Flow of titles tracing out the title, of the intended mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title. (Separate Sheets may be used)	It is stated therein the deed that M/s Brisk International Pvt Ltd was the owner of the entire property vide registered sale deed documents no: 6617, 6619, 6620, 6621 dated 24/3/92, sale deed documents no: 6708, 6709 dated 27/3/92 sale deed document no: 1544 dated 24/6/92 and has sold the property vide registered document no: 1110 dated 30/5/1994 in favour of M/s Pepsi Foods Limited and who further executed sale deed registered document no: 1828 dated 26/5/06 in favour of M/s Daawat Foods Pvt Limited and presently known as M/s Daawat Foods Limited {chain of title is complete}.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Absolute ownership rights
10(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof.	N.A.
(b)	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.	N.A.
11.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
12.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
13.	Any bar/restriction for creation of mortgage	Permission for grant of

	under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	change of land use from the concerned District & Town Planner Haryana, factory certificate, environment and pollution certificate from the concerned department, ROC, certificate of change of name
14.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A
15.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Daawat Foods Limited through its authorized person from board resolution

Date: 4/12/12

Place: Delhi


SANJAY SETHI
Advocate

Annexure C

**Checklist for the Guidance of the Advocates
verifying the title to the property(ies) offered as security**

1.	Nature of title (Ownership/ Leasehold/ occupancy/ Govt grant/allotments etc.	Ownership rights
2.	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, 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.	NA.
3.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether; a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, b) the mortgagor is competent to create charge on such property.	N.A.
4.	If occupancy right, whether; (a) Such right is heritable and transferable, (b) Mortgage can be created.	Yes
5.	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.
6.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed and the reasons for coming to such conclusion.	N.A.
7.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon.	N.A.
8.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws etc.),	N.A.
10a.	In case of partition/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.	N.A.
B	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A.
11a.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
b.	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
12a.	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association /provision for common seal etc.	Yes, Memorandum of Article of Association, Board resolution, Certified by Company Secretary be taken on bank record
b.	In case of Societies , Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
13.	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	N.A.

	place, where it is executed.	
14.	If the property is a flat/apartment or residential/commercial complex, check	Industrial
a.	Promoter's/Land owner's title to the land/ building	freehold rights
b.	Development Agreement/Power of Attorney	N.A.
c.	Extent of authority of the Developer/builder	N.A.
d.	Independent title verification of the Land and/or building in question	Independent title verification
e.	Agreement for sale (duly registered)	N.A.
f.	Payment of proper stamp duty	Yes
g.	Conveyance in favor of Society/Condominium concerned	N.A.
h.	Occupancy Certificate/allotment letter/letter of possession	N.A.
i.	Membership details in the Society etc.	N.A.
j.	Share Certificates	N.A.
k.	No Objection Letter from the Society	N.A.
l.	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	N.A.
15.	Where the property is a joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
16.	Pending Litigations/Court attachments/ injunction/ stay orders/acquisition by the Govt/Local authorities etc. that could be ascertained.	N.A.
17.	Any other details required for the purpose.	N.A.

Annexure D**CERTIFICATE OF TITLE**

I have examined the Original Title Deed intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage by deposit of title deeds 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 by deposit of the original title/sale deed and I further certify that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.

1 A. I confirm having made a search in the Land/ Revenue records. I do not find anything adverse as per available records made available 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.

1 B. Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

2A. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period 30 years as per record available} & from revenue record from the date of allotment/execution of sale deed by authority/bhumidar pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B. 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 (Delete, whichever is inapplicable).

4. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s Daawat Foods Limited .

5. I certify that M/s Daawat Foods Limited have an absolute, clear and Marketable title over the Schedule property/ (ies) executed and registered in its favour. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.



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 sale deed documents no: 6617, 6619, 6620, 6621 dated 24/3/92, sale deed documents no: 6708, 6709 dated 27/3/92 sale deed document no: 1544 dated 24/6/92 in favour of M/s Brisk International Pvt Ltd.
2. Original sale deed registered document no: 1110 dated 30/5/1994 in favour of M/s Pepsi Foods Limited.
3. Original sale deed registered document no: 1828 dated 26/5/06 in favour of M/s Daawat Foods Pvt Limited.
4. Memorandum of Article of Association, Board resolution authorizing its person to execute bank loan documents, ROC, Copy of certificate of change of name.
5. Copy of khasra khatoni / jamabandi from the concerned revenue authority having mutation in favour of M/s Daawat Foods Pvt Ltd.
6. Permission for grant of change of land use from the concerned District & Town Planner Haryana, factory licence certificate, environment and pollution certificate from the concerned department.
7. Copy of site plan.

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force & the property is free of encumbrance & can be validly mortgage with the bank by deposit of the original title deeds executed and registered in favour of M/s Daawat Foods Ltd.

SCHEDULE OF THE PROPERTY/IES

Site No: Khewat no: 462, khata no: 282 rectangle 82 kila no: 1/2(0-15), 2(7-16), 3(8-0), khata no: 615 rectangle 82 kila no: 4(6-10), khata no: 615,616 rectangle 82 kila no: 7(3-14), 8(8-0), 12(8-0), 13(7-18), 14(1-04), khata no: 614 rectangle 82 kila no: 9(8-0), khata no: 617 rectangle 82 kila no: 10/1(4-06), 11(7-10), total land admeasuring 71 kanals 13 marlas situated at village Kamaspur, District Sonapat, , Haryana .

Date : 4/12/12


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