

ANNEXURE B: REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/Business Unit /Office Seeking opinion.	State Bank of India, Branch SME, Ranipur, Sector-5, BHEL, Haridwar, Pin Code - 249 403 (Uttarakhand).
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter No. Date :
	c) Name of the Borrower	M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna, R/o- House No. 33/32A, B.P. TIN Faridabad (Haryana).
2.	(a) Name of the unit/ concern /company/ person offering the property as security.	M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna.
	(b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Unit
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc).	Guarantor/ Borrower
3.	Complete or full description of the immovable property/(s) offered as security including the following details.	<u>Details are as under :-</u>
	Plot No.	78
	Extent/area	Area Approx 16682 Sq.Mt. (1.6682 Hect.)
	Location of the property	I/A Malanpur, Tehsil Gohad, Distt. Bhind (M.P.).

4. a) Particulars of the documents scrutinized-serially and chronologically. Details are as under :-

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.

Sr.	Date	Name/Nature of the documents	Original/ Photocopy	Whether checked
1.	29-08-1990	The Lease Deed No. 2156 executed by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s. Diamond Footwear Pvt. Ltd. (ORIGINAL IN POSSESSION OF YOUR BANK).	PHOTOCOPY	Yes, checked
2.	30-8-2011	Registered Amendment Deed No. 1612 exe by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s. Vishwas Artificial Limb Centre (A Unit of Manglam Charitable Trust through Turstee Dr. B.P. Chandak S/o Late Sh. Ram Swaroop Chandak). (ORIGINAL IN POSSESSION OF YOUR BANK).	PHOTOCOPY	Yes, checked
3.	02-03-2014	Registered Amendment Deed No. 3076 executed by M/s. Vishwas Artificial Limb Centre in favour of M/s. Kee Kay Technocrat Pvt. (ORIGINAL IN POSSESSION OF YOUR BANK).	PHOTOCOPY	Yes, checked
4.	20-01-2015	Registered Amendment Deed No. 2101 executed by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s Fusion Industries Ltd., I/A Malanpur through Director. (ORIGINAL IN POSSESSION OF YOUR BANK).	PHOTOCOPY	Yes, checked

5.	Whether certified copy of all title documents are obtained from the relevant Sub-Registrar of Assurances office and compared with documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith TIR.).	No
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	(b)(i) Whether all pages in the certified of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted ?.	No
	(b)(ii) Where the certified copies of the title documents are not available the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced.	No
6.	Whether certified copy of all title documents are obtained from the relevant Sub-Registrar of Assurances office and compared with documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with TIR.)	No
	(a) Whether the records of registrar of office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?.	On line records of Registrar Office is available. Online record of Revenue authorities relevant to the property is questioned are available which verified.
	(b) If such online/computer records are available, whether any verification or cross checking are made and the comments /findings in this regard.	Yes, Revenue record available and cross checking made nothing adverse found.
	(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?.	The stamp of E-Registered Sale Deed can be verified on online portal.
7.	(a) Property offered as security falls within the jurisdiction of which Sub-Registrar office.	Sub-Registrar of Assurances Gohad, Distt. Bhind.
	(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?.	The property is situated in the limits of Sub-Registrar of Assurances Gohad, Distt. Bhind.
	(c) Whether search has been made at all the offices name at (B) above?.	Yes
	(d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?.	No



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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 predecessors in title/ interest to the current title holder. And wherever minors interest or other clog on title ins involved. Search would 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 title/ encumbrances for a periods of not less than 30 years is mandatory. (Separate Sheets may be used).	Separate Sheet is attached with the search report for brief history of the property.
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DESCRIPTION OF THE CHAIN OF TITLE FROM THE MOTHER DEED TO THE LATEST TITLE DEED.

That, the captioned property is constructed property on plot No. 78, situated at I/A Malanpur, Tehsil Gohad, Distt. Bhind (M.P.) stn of M/s Fusion Industries Ltd., I/A Malanpur through Director Shri Yunik Chandna S/o Shri Trilok Chand Chandna.

The captioned property and other adjoining property belonged to The Governor of Madhya Pradesh through Managing Director IIDC, Gwalior previously known as MPAKVN. The Governor of Madhya Pradesh through Managing Director IIDC, Gwalior transferred the Plot No. 78 in favour of M/s. Diamond Footwear Pvt. Ltd. through Sh. Ravi Shankar Goyal S/o Sh. Jai Kishan Goyal vide Registered Lease Deed No. 2156 dated 29-08-1990 which included in Book No. A-1, Volume No. 1764. The said Lease Deed executed for a period of 99 years till 27-08-2089.

Later on M/s. Diamond Footwear Pvt. Ltd. applied to M.P. Audyogik Kendra Vikas Nigam Limited (now Industrial Infrastructure Development Corporation -IIDC) regarding transfer the said unit in favour of M/s Vishwas Artificial Limb Centre (Unit of Manglam Charitable Trust) under "Udyog Mitra Yojana 2004" and the M.P. Audyogik Kendra Vikas Nigam Limited (now Industrial Infrastructure Development Corporation -IIDC) granted the permission to do so on compliance of the terms and conditions as stipulated in letter No. 3687 dated 31-10-2009. After compliance of terms and conditions stipulated in the letter No.3687 dated 31-10-2009, the M.P. Audyogik Kendra Vikas Nigam Limited (now Industrial Infrastructure Development Corporation -IIDC) has granted the permission vide "Suvidha Swikriti Adesh" No.4898-4902 dated 31-12-2009 for the amendment in the original lease deed dated 29-08-1990.



Thereafter, the Madhya Pradesh acting through the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Ltd. (formerly known as MPAKVN(G) Ltd.) Gwalior (Lessor) executed a amendment deed in favour of Dr. B.P. Chandak S/o Late Shri Ram Swaroop Chandak acting as Trustee to establish a unit in the name of M/s. Vishwas Artificial Limb Centre which is registered as MICRO with D.T.I.C. Malanpur Registration No. 2300311000549 dated 29-09-2009 (Lessee) vide amendment deed registered in the Office of Sub Registrar, Gohad, Distt. Bhind and entered in Additional Book No. A-1, at Volume No. 3410 and registered document No. 1612 dated 30-08-2011.

That, M/s. Vishwas Artificial Limb Centre (a unit of Manglam Charitable Trust) transferred the said unit to M/s. Yee Kay Technocrat Pvt. Ltd. vide amendment deed registered in the Office of Sub Registrar, Gohad Distt. Bhind and entered in Additional Book No. A-1, at Volume No. 3478 and registered document No. 3076 dated 02-03-2014.

That, the name of the company was changed from "M/s Yeekay Technocrat Private Limited" to "M/s Fusion Industries Private Limited" and on conversion of the Company into public limited company, the name of the company was changed to "M/s Fusion Industries Limited".

That, thereafter M/s. Yee Kay Technocrat Pvt. Ltd. applied to M.P. Audyogik Kendra Vikas Nigam Limited (now Industrial Infrastructure Development Corporation -IIDC) regarding change in the constitution from Private Limited to Limited Company and the name of the unit from M/s. Kee Kay Technocrat Pvt. Ltd. to M/s. Fusion Industries Ltd. and the IIDC has granted permission for the same vide letter No. 2281 dated 08-08-2014 for the amendment in the original deed.

That, a amendment deed was executed regarding amendment in original lease deed dated 29-08-1990 and amendment deed dated 30.08.2011 and amendment deed dated 02-03-2014 vide amendment deed executed between the Governor of Madhya Pradesh acting through the Managing Director, IIDC (Gwalior) Limited and M/s Fusion Industries Limited Acting through its Director Shri Yunik Chandna S/o Shri Trilok Chand Chandana R/o House No. 3E/32A, B.P. NIT Faridabad (Haryana) registered in the Office of Sub Registrar, Gohad, Distt. Bhind and entered in Additional Book No. A-1, at volume No. 3805 and registered Document No. 2101 dated 20-01-2015.



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6

THE CAPTIONED PROPERTY HAS ALREADY BEEN MORTGAGE IN FAVOUR OF YOUR BANK. DUE TO THIS ALL THE ORIGINAL TITLE DEEDS WITH ALL RELEVANT DOCUMENTS ARE ALREADY IN POSSESSION OF THE YOUR BANK.

According to the available record in Index No. 2-A of Sub-Registrar of Assurances Gohad, Distt. Bhind and other documents, M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna is the absolute owner of the captioned property with complete title and possession thereon.

I have gone through the records of Sub-Registrar of Assurances, Gohad, Distt. Bhind and examined the index register and also examined the sale deed. EXCEPT YOUR BANK LOAN CASE, I certify that the captioned property is free from all other encumbrances and the captioned property have not been leased out or sold or alienated to anybody by M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna.

Signature of the Advocate



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7

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).	The property is lease hold.
10.	If leasehold, whether;	--
	(a) Plot allotment deed is duly stamped and registered.	Yes
	(b) Lessee is permitted to mortgage the lease hold rights.	Yes
	(c) Duration of the lease/unexpired period of Lease.	99 years till 27-08-2089
	(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 creation of any superstructure (If applicable)?	No
	(f) Rights to get renewal of the lease hold rights and nature thereof.	No
11.	If Govt. grant/ allotment/ lease-cum/ sale agreement, whether;	The property has already been mortgage in favour your Bank.
	Grant/agreement etc provides for alienable rights to the mortgagor with or without conditions.	No
	The mortgagor is competent to create charge on such property.	No
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12.	If occupancy rights, whether;	No
	(a) Such rights are heritable and transferable.	NA
	(b) Mortgage can be created.	NA
13.	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.	No
14.	If the property has been transferred by way of Gift/settlement deed whether;	The property is not transferred by gift or settlement deed.



	(a) The Gift/settlement deed is duly stamped and registered.	NA
	(b) The Gift/Settlement deed has been attested by two witnesses;	NA
	(c) The Gift/settlement deed transfers the property to donee;	NA
	(d) Whether the donee has accepted the gift by signing the Gift/Settlement deed or by a separated writing or by implication or by actions;	NA
	(e) Whether there is any restriction on the donor in executing the gift/settlement deed in question;	NA
	(f) Whether the donee is in possession of the gifted property.	NA
	(g) Whether any life 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;	NA
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
15.	a) 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.	The property is not transferred by partition / settlement deed.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	NA
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	NA
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions /formalities are completed/ complied with.	NA
	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?	NA
16.	Whether the title documents include any testamentary documents/Wills?	No



	a) In case of Wills, whether the will is registered will or unregistered Will?.	NA
	b) Whether, Will in the matter needs a mandatory probate and if so whether the same is probated by competent court?	NA
	c) Whether the property is mutated on the basis of Will?	NA
	d) Whether the original Will is available?	NA
	e) Whether the original death certificate of the testator is available?.	NA
	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 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.)	NA
17.	(a) Whether the property is subjected to any Wakf rights?	The property is not subjected to any Wakf right.
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NA
	(c) Precautions/ Permissions, if any in respect of the above cases for creation of mortgage?.	NA
18.	(a) Where the property is a HUF/Joint Family property. Mortgage is created for family benefit/ legal necessity, whether the major coparceners have no objection / join in execution minors share if any, rights of female members etc.	The property is not HUF / Joint Ownership property.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?.	NA
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Property is not belonged to Trust.
	(b) Whether the trust is private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?.	NA

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	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
20.	(a) If the property is agricultural land, whether the local laws permit mortgage of agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Property is not agriculture land.
	(d) 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?	NA
	(c) In case of conversion of agricultural land for commercial purpose or otherwise, whether requisite procedure followed / permission obtained.	NA
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. agricultural laws, weaker sections, minorities, land laws, SEZ Regulations, Costal Zone Regulations, Environmental clearance etc).	Property is not affected by any local laws.
22.	(a) Whether the property is subject to any pending proposed land acquisition proceedings.	NA
	(b) Whether any search/enquiry is made with the land acquisition office and the outcome of such search/enquiry.	NA
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?.	NA
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?.	NA
	(c) Whether the title documents have any Court seal/making 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.	NA
24.	(a) In case of partnership firm whether the property belongs to the firm and the deed is properly registered.	Property is not belongs to partnership firm.



	(b) Property belonging to partners. Whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	NA
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25.	Whether the property belongs to Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/ execution of documents, Registration of any prior charges with the company registrar, Articles of Association/ Provision for common seal, etc.	The property is not belongs to Ltd. Company.
26.	In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be create, and the requisite resolution, bye-laws.	NA
27.	(a) Whether any POA is involved in the chain of title?.	There is no POA is involved in chain of title.
	(b) Whether POA involved is one coupled with interest ie. A development agreement-cum-POA. 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 is irrevocable as per law.	NA
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) on executed by the builders viz. companies/firm/individual or proprietary concerns in favour of their partner's/ employees / authorized representatives to sign flat allotment letters, NOCs, agreement of sale, sale deeds etc. in favour of buyers of flat/units (Builder's POA) or (ii) other type of POA (Common POA)	NA
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original Power of Attorney.	NA
	(e) In case of common POA (ie. POA other than builder's POA) please clarify the following clauses in respect of POA.	NA

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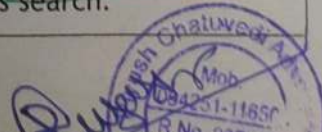
	Whether the original POA is verified and the title investigation is done on the basis of original POA?	NA
	Whether the POA is registered on?	NA
	Whether the POA is special or general one?	NA
	Whether the POA contains a specific authority for execution of title document in question?	NA
	(f) Whether the POA was in force and not revoked or has 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?)	NA
	(g) Please comment on the genuineness of POA?.	NA
	(h) The unequivocal opinion on the enforceability and validity of the POA?.	NA
28.	Whether mortgage is being created by POA holder, check genuineness of the power of Attorney and the extent at the power given therein and whether the same is properly executed/ stamped/ authenticated in terms of the law of the place, where it is executed.	The mortgage is not created by POA holder.
29.	If the property is flat/ apartment or residential/ commercial complex check and comment on the following -	The property is not flat.
	(a) Promoter's/ Land owner's title to the land / building.	NA
	(b) Development agreement / POA.	NA
	(c) Extent of Authority of the Developer/ Builder.	NA
	(d) Independent title verification of the land or building in question.	NA
	(e) Agreement of sale (duly registered).	NA
	(f) Payment of proper stamp duty;	NA
	(g) Requirement of registration of sale agreement, development agreement, POA etc.	NA
	(h) Approval of building plan, permission of appropriate/local authority etc.	NA
	(i) Conveyance in favour of the society/ condominium concerned.	NA



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	(j) Occupancy certificate/ allotment letter/ letter of possession.	NA
	(k) Membership details in the Society etc.	NA
	(l) Share certificates.	NA
	(m) NOC from the Society.	NA
	(n) All legal requirements under the local/ Municipal laws, regarding ownership of flats/Apartments/Building Regulation, Co-operative Societies Laws etc.	NA
	(o) Requirements for noting the Bank charges on the records of housing society, if any;	NA
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	NA
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc.	NA
30.	Encumbrances, attachments, and/or claims whether of Government, Central or State or other local authorities or third party claims, liens etc. and details thereof.	The captioned property has already been mortgage in favour of your Bank.
31.	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.	EXCEPT YOUR BANK LOAN CASE, no charge or mortgage found over the said property in Search from last 30 years 1992-93 till 2021-22 of Sub-Registrar of Assurances, Gohad, Distt. Bhind.
32.	Detail regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, What remedy?.	Lease rent <u>payment receipt</u> up-to-date - should be obtained.
33.	a. Urban land ceiling clearance, whether required and if so, details thereon.	NA
	b. Whether No Objection Certificate under the Income Tax Act. is required/ obtained.	According to Section 281 of Income Tax Act 1961, as per my best knowledge and the explanation received from the borrower, there are no undisputed tax dues or other <u>liability</u> is outstanding as on the date of this search.



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34.	Detail of RTC extracts/ mutation extracts/ Khata extracts pertaining to the property in question.	Mutation has been done in the name of intending borrower in the record of IIDC (Gwalior).
35.	Whether the name of mortgagor is reflected as owner in the revenue /Municipal/ village records?	Yes
36.	Whether the property offered as security is clearly demarcated?	Yes
	Whether the demarcation/partition of the property is legally valid?	Yes
	Whether the property has clear access as per documents?	Yes
37.	Whether the property can be indentified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?.	Yes
	Document in relation to electricity connection:	Electricity facility is available there. Electricity bill should be obtained.
	Document in relation to water connection;	Water facility is available there.
	Document in relation to sales tax registration, if any applicable; Other utility bills, if any.	NA
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.	NA
39.	If valuation report and/or approved /sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents 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.)	No any Valuation report has been produced before me, but the boundaries of the property matched at site and Sale Deed.
40.	Any bar/ restriction for creation of mortgage under any local or special enactments, detail of proper registration of documents, payment of property stamp duty, etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act. If required against the property offered as security?.	Yes



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42.	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.	No
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 ?.	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	No
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?.	No
	Whether the details of the apartment / plot in question are verified with the list of number and types of apartment of plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority ?.	No

Note: in case separate sheets are required the same may be used, signed and annexed.

Signature of Advocate



ANNEXURE : CCERTIFICATE OF TITLE ON THE BASIS OF THE TITLE DEEDS :-

I have examined the ORIGINAL TITLE DEED (WHICH IS ALREADY IN POSSESSION OF YOUR BANK) intended to be deposited relating to the schedule property(s) and offered as security by way of *Equitable Mortgage and that documents of title referred to in the opinion are valid evidence of right, title and Interest and that the said Equitable Mortgage is created it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

(*Please Specify the kind of Mortgage).

1. I have examined the Documents in detail, taking into account all the Guidelines in the Checklist vide Annexure-B and the other relevant factors.
2. 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, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board, (wherever applicable). 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.
3. Following scrutiny of Land Records/ Revenue records and relative Certified Copies of Title Deeds, Certified Copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC). I hereby certify the Genuineness on the basis of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquires.
4. EXCEPT YOUR BANK LOAN CASE, there are no prior Mortgage/ Charges/ Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992-93 till 2021-22 pertaining to the immovable property/(ies) covered by above said title deed. The property is free from all Encumbrances.
5. In case of second/ subsequent charge in favour of the Bank, there are no other mortgage /charges other than already stated in the Loan Documents and agreed to by the mortgagor and the Bank (Delete, whichever is inapplicable).
6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of-NA (Specify the share of the Minor with Name). (Strike out if not applicable).
7. The mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna.
8. I certify that M/s. Fusion Industries Ltd., I/A Malanpur through Director Sh. Yunik Chandna S/o Sh. Trilok Chand Chandna has absolute, clear and marketable title over the Schedule property/(ies). I further certify that the above title deed is genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.
9. In case of creation of Mortgage by Deposit to title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage. The list of required documents is enclosed herewith at page no. 17.
10. It is certified that the property is SARFAESI compliant.

Signature of the Advocate



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Laxmi Bai Colony, Gwalior (M.P.)
(Mob) 094251-11650
E-mail : piyushchat101@gmail.comFOR THIS PURPOSE FOLLOWING DOCUMENTS ARE SUGGESTED TO BE TAKEN BY THE BANK.

Sr.	Date	Name/Nature of the documents	Original/ Photocopy
1.	29-08-1990	The Lease Deed No. 2156 executed by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s. Diamond Footwear Pvt. Ltd.	ORIGINAL
2.	30-8-2011	Registered Amendment Deed No. 1612 exe by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s. Vishwas Artificial Limb Centre (A Unit of Manglam Charitable Trust through Turstee Dr. B.P. Chandak S/o Late Sh. Ram Swaroop Chandak).	ORIGINAL
3.	02-03-2014	Registered Amendment Deed No. 3076 executed by M/s. Vishwas Artificial Limb Centre in favour of M/s. Kee Kay Technocrat Pvt.	ORIGINAL
4.	20-01-2015	Registered Amendment Deed No. 2101 executed by Governor of Madhya Pradesh through managing Director IIDC, Gwalior in favour of M/s Fusion Industries Ltd., I/A Malanpur through Director.	ORIGINAL
5.	08-08-2014.	The permission regarding change in the constitution from Private Limited to Limited Company and the name of the unit from M/s Kee Kay Technocrat Pvt. Ltd. to M/s. Fusion Industries Ltd. issued by IIDC (Gwalior) vide letter No. 2281.	PHOTOCOPY

10. There are no legal impediments for creation of mortgage under any applicable law/rules in force.

SCHEDULE OF THE PROPERTY/S

The Constructed property on plot No. 78, situated at I/A Malanpur, Tehsil Gohad, Distt. Bhind (M.P.).

<u>BOUNDARIES</u>	
EAST	Plot No. 99 (Techno Craft Pvt.Ltd.)
WEST	Road
NORTH	Plot No. 80
SOUTH	Road

Signature of the Advocate





पंजीयन एवं स्टाम्प विभाग (वाणिज्य कर) मध्य
प्रदेश

5011/PABA

रसीद

संदर्भ आईडी	34010920211486621
भुगतान संव्यवहार आईडी	PT1100109202135191764
संस्थित	इस्तेमाल में आने वाला भुगतान प्रमाण
रखरख्य मेबर हेड	0030
रखरख्य सब मेबर हेड	03
रखरख्य माइनर हेड	800
भुगतान का प्रकार	सेवा प्रदाता क्रेडिट सीमा
भुगतान राशि	1500
भुगतान किया गया	blural yadav
संस्था में भुगतान प्राप्ति की तिथि	01-09-2021 03:02 pm
उपयोग की स्थिति	CONSUMED
प्रकरण संख्या	NA
गार्टी का नाम	ad piyush chaturvedi
कार्यालय का नाम जहाँ उपयोग किया गया	डा. गंगोयक कार्यालय गौहट
उपयोगकर्ता का नाम	Camaleas tigger
समय अवधि(वर्ष में)	30
अवधि	1992-1993 To 2021-2022