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Annexure – B

TITLE INVESTIGATION REPORT

(Report of Investigation of Title in respect of immovable Property)

(All columns/items are to be completed/commented by the panel advocate)

1.	(a) Name of the Branch/Business Unit/Office seeking opinion	:	State Bank of India Overseas Branch, Mumbai Maharashtra
	(b) Reference No. and date of the letter under the cover of which the documents tendered for security are forwarded.	:	NIL
	(c) Name of the Borrower	:	Neo Corp International Ltd., Address – 62-63, Industrial Area, Sector No. 1, Pithampur, District – Dhar (M.P.)
2.	(a) Name of the unit/concern/company/person offering the property/(ies) as security.	:	Olympian Investors & Traders Pvt. Ltd., Address – Trivedi Chambers, 2, Maharani Road, Indore (M.P.) through its Director- Shri Sunil Trivedi S/o. Shri Kailashchandra Trivedi
	(b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge	:	Private Limited Company
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	:	As borrower.
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	:	Flat No. 302, Third Floor of multistoried building “Sunder Ratan Raj” constructed at Plot No. A-23 of Silicon City, situated at Village Nihalpur Mundi, Tehsil & District - Indore (M.P.) having Super Built Up Area 1150 Sq.ft.
	(a) Survey No.	:	--

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	(b) Door/House No. (in case of house property)	:	Flat No. 302
	(c) Extent/area including plinth / built up area in case of house property.	:	Super Built Up Area 1150 Sq.ft.
	(d) Locations like name of the place, village, city, registration, sub-district ect. Boundaries	:	Multistoried building "Sunder Ratan Raj" constructed at Plot No. A-23 of Silicon City, situated at Village Nihalpur Mundi, Tehsil & District - Indore (M.P.) Boundaries : East : Flat No. 303 West : Plot No. A-05 North : Plot No. A-24 South : Lift
4.	(a) Particulars of the documents scrutinized serially and chronologically.	:	As mentioned herein below
	(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	:	Original sale deed regarding flat is verified and photocopy of title deeds are verified.
	Note : Only originals or certified extracts from the registering/land/ revenue/other authorities be examined.	:	--

1. Photocopy of Registered Sale Deed No. 1A/1843(9), dated 17.12.2007.
2. Photocopy of Registered Sale Deed No. 1A/4590(Jha), dated 14.11.2006.
3. Photocopy of Registered Sale Deed No. 1A/4116(Jha), dated 12.10.2006.
4. Photocopy of Registered Sale Deed No. 1A/5896(Jha), dated 06.03.2006.
5. Photocopy of Registered Sale Deed No. 1A/4117(Jha), dated 12.10.2006
6. Photocopy of Registered Sale Deed No. 1A/201(Ga), dated 15.04.1991
7. Photocopy of Registered Sale Deed No. 1A/1805(Ga), dated 02.02.1991

[Signature]

बी.एससी., एलएल.बी. (ऑनर्स)

मोबाइल : 94250-65698

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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 also enclose all such certified copies and relevant fee receipts along with the TIR.)	:	Yes certified copy of flat is obtained from Sub-Registrar, Indore.
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? (b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	:	No



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	(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?	No
7.	(a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar Office, Moti Tabela, Indore
	(b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	No.
	(c) Whether search has been made at all the offices named at (b) above?	Search of 30 years conducted in the Sub-Registrar Office, Moti Tabela, Indore.
	(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.
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 Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)	History of title mentioned in the separate Sheet.
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.)	Free Hold, ownership rights.

[Signature]

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10.	(a) lease Deed is duly stamped and registered	:	Not Applicable.
	(b) lessee is permitted to mortgage the Leasehold right,	:	Not Applicable.
	(c) duration of the Lease/unexpired period of lease,	:	Not Applicable.
	(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.	:	Not Applicable.
	(e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	:	Not Applicable.
	(f) Right to get renewal of the leasehold rights and nature thereof.	:	Not Applicable.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement: etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	:	Not Applicable.
12.	If occupancy right, whether;	:	Not Applicable.
	(a) Such right is heritable and transferable,	:	Not Applicable.
	(b) Mortgage can be created.	:	Not Applicable.
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.	:	Not Applicable.

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14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	:	Not Applicable.
	(a) The Gift/Settlement Deed is duly stamped and registered;	:	Not Applicable.
	(b) The Gift/Settlement Deed has been attested by two witnesses;	:	Not Applicable.
	(c) The Gift/Settlement Deed transfers the property to Donee;	:	Not Applicable.
	(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;	:	Not Applicable.
	(e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	:	Not Applicable.
	(f) Whether the Donee is in possession of the gifted property;	:	Not Applicable.
	(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;	:	Not Applicable.
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	:	Not Applicable.
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 a valid and enforceable mortgage.	:	Not Applicable.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	:	Not Applicable.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	:	Not Applicable.

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	(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.	Not Applicable.
	(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?	Not Applicable.
16.	Whether the title documents include any testamentary documents /wills?	
	(a) In case of wills, whether the will is registered will or unregistered will ?	Not Applicable.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	(c) Whether the property is mutated on the basis of will?	Not Applicable.
	(d) Whether the original will is available ?	Not Applicable.
	(e) Whether the original death certificate of the testator is available ?	Not Applicable.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator ?	Not Applicable.
	(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.)	
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable.

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	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	:	Not Applicable.
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	:	Not Applicable.
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, minor's share if any, rights of female members etc.	:	Not Applicable.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	:	Not Applicable.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	:	Not Applicable.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	:	Not Applicable.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	:	Not Applicable.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	:	Not Applicable.
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.	:	Not Applicable.
	(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?	:	Not Applicable.

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	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.		Not Applicable.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),		Not Applicable.
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.		Not Applicable.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.		Not Applicable.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?		Not Applicable.

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	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	:	Not Applicable.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	:	Borrower company is private limited company.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	:	Not Applicable.
27.	(a) Whether any POA is involved in the chain of title?	:	Not Applicable.
	(b) Whether the POA involved 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 is irrevocable as per law.	:	Not Applicable.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	:	Not Applicable.

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	(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 POA.	:	Not Applicable.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	:	Not Applicable.
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	:	Not Applicable.
	ii) Whether the POA is a registered one?	:	Not Applicable.
	iii) Whether the POA is a special or general one?	:	Not Applicable.
	iv) Whether the POA contains a specific authority for execution of title document in question?	:	Not Applicable.
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	:	Not Applicable.
	(g) Please comment on the genuineness of POA?	:	Not Applicable.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	:	Not Applicable.
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 terms of the Law of the place, where it is executed.	:	Not Applicable.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	:	Residential apartment.

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(a) Promoter's/Land owner's title to the land/ building;	:	Yes.
(b) Development Agreement/Power of Attorney;	:	Not Applicable.
(c) Extent of authority of the Developer/builder;	:	Not Applicable.
(d) Independent title verification of the Land and/or building in question;	:	Not Applicable.
(e) Agreement for sale (duly registered);	:	Not Applicable.
(f) Payment of proper stamp duty;	:	Not Applicable.
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	:	Not Applicable.
(h) Approval of building plan, permission of appropriate/local authority, etc.;	:	Not Applicable.
(i) Conveyance in favour of Society/ Condominium concerned;	:	Not Applicable.
(j) Occupancy Certificate/allotment letter/letter of possession;	:	Not Applicable.
(k) Membership details in the Society etc.;	:	Not Applicable.
(l) Share Certificates;	:	Not Applicable.
(m) No Objection Letter from the Society;	:	Not Applicable.
(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies" Laws etc.;	:	Not Applicable.
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	:	Not Applicable.
(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	:	Not Applicable.

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	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	:	Not Applicable.
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.	:	Not Applicable.
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.	:	Not Applicable.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	:	Property tax receipt for current year has not produced, it shall be taken necessary.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	:	Not Applicable.
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	:	Not Applicable.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	:	Documents has not produced.
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 ?	:	Demarcation of the property can be examined by valuation report.
	(b) Whether the demarcation/ partition of the property is legally valid?	:	Not Applicable.
	(c) Whether the property has clear access as per documents ?	:	Can be examined by valuation report.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	:	

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	(a) Document in relation to electricity connection;	:	Electricity bill has not produced.
	(b) Document in relation to water connection;	:	Water connection bill has not produced.
	(c) Document in relation to Sales Tax Registration, if any applicable;	:	Sales tax registration certificate has not produced.
	(d) Other utility bills, if any.	:	Other utility bills has not produced.
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.	:	There is no difference/discrepancy in the boundaries of the property in any of the title documents.
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment 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.)	:	No
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	:	No
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, 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.	:	Not Applicable.

[Signature]

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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.	:	Not Applicable.
44.	Additional aspects relevant for investigation of title as per local laws.	:	No additional aspects.
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.	:	Olympian Investors & Traders Pvt. Ltd., Address – Trivedi Chambers, 2, Maharani Road, Indore (M.P.) through its Director- Shri Sunil Trivedi S/o. Shri Kailashchandra Trivedi

11 JAN 2015

Date :

Place :INDORE.



(Yogendra Singh Thakur)
Advocate

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HISTORY OF TITLE

DERIVATION OF TITLE OF COLONY :

- (1) As per documents and information made available to me, I find that the (1) M/s Ajitnath Reality Pvt.Ltd., (2) M/s Suramya Real Estate, (2) M/s Sumangal Real Estates, (4) M/s Sameer Real Estates, (5) M/s Srijan (Sajan) Enterprises, (6) M/s Prateek Enterprises (7) M/s Shilpa Real Estate & (8) Surabhi Real Estates had purchased land bearing Survey No. 252/1, 252/2, 263/1, 253, 258/1, 258/2, 268, 270, 272/1, 272/2, 273, 274, 283, 289, 297, 260, 261, 284/2/2, 284/1, 275/2, 284/2/1, 265, 266 Part, 264/1, 255, 263/2, 269, 256, 267, 259 Part, 259/1, 271, 264/2 of Village Nihalpur Mundi, P.H. No. 13, Teh. & Distt. Indore by way of regd. Sale Deeds No. 1A/1843 (9) Dt. 17.12.2007, 1A/4590 (Jha) Dt. 14.11.2006, 1A/4116 (Jha) Dt. 12.10.2006, 1A/5896 (Jha) Dt. 06.03.2006, 1A/4117(Jha) Dt. 12.10.2006, 1A/201(Ga) Dt. 15.04.1991, 1A/1805 (Ga) Dt. 02.02.1991, 1A/5052 (Ka) Dt. 31.01.1992, 1A/1646 Dt. 23.12.1994, 1A/3000(Ka) Dt. 28.12.1993, 1A/3002(Ka) Dt. 28.12.1993, 1A/3001(Ka) Dt. 28.12.1993, 1A/1653 Dt. 24.12.1994, 1A/2999 Dt. 28.12.1993, 1A/3134 (Kha) Dt. 28.01.1992, 1A/1293(Jha) Dt. 13.06.2007, 1A/1292(Jha) Dt. 13.06.2007, 1A/1484 Dt. 22.11.2007, 1A/1681(9) Dt. 05.12.2007, 1A/1843 Dt. 17.12.2006, 1A/2476 Dt. 23.1.2008 from its the then land owners.

- (2) The said Comapnies had developed residential colony on the said land by obtaining following permissions from Government & other concerning authorities:

- (a) Exemption from Ceiling limits, from Competent Authority (Ceiling), M.P. Government,
- (b) Lay Out Plan approval from Jt. Director Town & Country Plg. Deptt. vide Memo No. 1888 Dt. 30.03.2006 & Amended Plan No. 452 Dt. 04.02.2008.
- (c) Land Diversion for residential purpose from S.D.O.(Rev.) Indore vide Order Dt. 03.01.2008 passed in Case No. 72/A-2/2007-08 under Section 172 of M.P.L.R.Code.
- (d) Colonizer Registration Certificate No. 13/2004 Dt. 11.06.2004 by S.D.O. (Rev.) Indore under M.P. Panchayat Raj Adhiniyam 1993 and rule made thereunder M.P. Gram Panchayat (Colonizer Ka Registrikaran Nirbandhan Tatha Sharten) 1999.



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48-बी, कान्य कुब्ज नगर, एरोडूम रोड,
बी.एस.एफ.केसामने, इन्दौर (म.प्र.) 2620391

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- (d) Colonizer Development Permission No. 02/2008 Dt. 08.01.2008 & Amended Permission No. 34/2008 Dt. 17.07.2008 by S.D.O. (Rev.) Indore under M.P. Panchayat Raj Adhinyam 1993 and rule made thereunder M.P. Gram Panchayat (Colonizer Ka Registrkaran Nirbandhan Tatha Sharten) 1999.

The colony is named as "SILICON CITY".

- (3) That the aforementioned land owners No.2 to 8 i.e. M/s Sumangal Real Estates, M/s Sameer Real Estates, M/s Srijan (Sajan) Enterprises, M/s Prateek Enterprises, M/s Shilpa Real Estate & M/s Surabhi Real Estates by a Regd. Power of Attorney No. 4A/455 (15) Dt. 20.03.2009 had appointed another Owner No.1 M/s Ajitnath Reality Pvt.Ltd., through its Director Shri Mukesh Javeri S/o Shri Rasiklal Javeri as their attorney to deal with and dispose of their respective aforementioned land on their behalf.
- (4) Thereafter by Regd. Sale Deed No. 1A/2288 (9) Dt. 9.9.2009 by M/s Ajitnath Reality Pvt.Ltd., through its Director Shri Mukesh Javeri S/o Shri Rasiklal Javeri for self and as an attorney of M/s Sumangal Real Estates, M/s Sameer Real Estates, M/s Srijan (Sajan) Enterprises, M/s Prateek Enterprises, M/s Shilpa Real Estate & M/s Surabhi Real Estates had sold Plot No. A-23 of Silicon City, Indore having area 2400 Sq.ft. to M/s Janki Developers through Partners Shri Ravi Chawla & Shri Neeraj Chawla.
- (5) Thereafter by Regd. Sale Deed No. 1A/2290 (9) Dt. 9.9.2009 by M/s Ajitnath Reality Pvt.Ltd., through its Director Shri Mukesh Javeri S/o Shri Rasiklal Javeri for self and as an attorney of M/s Sumangal Real Estates, M/s Sameer Real Estates, M/s Srijan (Sajan) Enterprises, M/s Prateek Enterprises, M/s Shilpa Real Estate & M/s Surabhi Real Estates had sold Plot No. A-94 of Silicon City, Indore having area 3200 Sq.ft. to Shri Rajesh Jain S/o Shri C.K. Jain R/o Flat No. 102, Padmalaya Apartment, 94, Padmawati Colony, Indore (M.P.).
- (6) Thereafter the said owner in order to construct a multistoried building on the said plot and he got Map approved from Gram Panchayat Nihalpur Mundi, on the terms and conditions contained therein.

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48-बी, कान्य कुब्ज नगर, एरोडूम रोड,
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दिनांक 11 JAN 2015

- (7) Thereafter by a registered Power of Attorney No. 4A/39 Dt. 19.04.2011 Shri Rajesh Jain had appointed Attorney Shri Vijay Gautam S/o Shri Nandkishore Gautam as their Attorney to deal with an dispose of the said property on his behalf.
- (8) Thereafter by a Registered Sale Deed No. 1A/3667 (9) Dt. 05.09.2011 Shri Rajesh Jain Through Attorney Shri Vijay Gautam had sold the said property to Shri Suresh S/o Late Shri Sunderdas Sukhyani.
- (9) That by a Regd. Deed of Declaration No. 1A/4312 (9) Dt. 10.10.2011 under Section 2 of M.P. Prakoshtha Swamitwa Adhiniyam, the said owner surrendered the said property to the domain of the said Act. Now the said property is governed under the said Act read with the said Declaration. The building is named as "Sunder Ratan Raj" consisting of Ground, First, Second, Third & Fourth floors..
- (10) Thereafter by a registered Power of Attorney No. 4A/853 Dt. 18.12.2013 Shri Suresh Sukhyani had appointed Attorney Shri Bhavesh Vohara as their Attorney to deal with an dispose of the said property on his behalf.
- (11) That thereafter by a registered Sale Deed No. 1A/167(2/4), Volume No. 723, dated 23.04.2014 Shri Suresh Sukhyani through his Attorney Shri Bhavesh Vohara had sold Flat No. 302, Third Floor of multistoried building "Sunder Ratan Raj" constructed at Plot No. A-23 of Silicon City, situated at Village Nihalpur Mundi, Tehsil & District - Indore (M.P.) having Super Built Up Area 1150 Sq.ft. for a consideration of Rs. 23,52,000/-.
- Thus, considering above, Olympian Investors & Traders Pvt. Ltd., Address – Trivedi Chambers, 2, Maharani Road, Indore (M.P.) through its Director- Shri Sunil Trivedi S/o. Shri Kailashchandra Trivedi is the sole & absolute owner of Flat No. 302, Third Floor of multistoried building "Sunder Ratan Raj" constructed at Plot No. A-23 of Silicon City, situated at Village Nihalpur Mundi, Tehsil & District - Indore (M.P.) having Super Built Up Area 1150 Sq.ft.

11 JAN 2015

Date :

Place :INDORE.



(Yogendra Singh Thakur)
Advocate

(19)

दिनांक 1 JAN 2015

Annexure – C CERTIFICATE OF TITLE

I have examined the Original 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 Sub-Registrar Office, Indore records. I also confirm having verified and checked the records of the relevant Sub-Registrar(s) Office(s), Indore. 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 Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries. (This clause is not applicable because property already mortgaged with this bank).
5. Except present mortgage with this bank, there are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1985-86** to **2014-15** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
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 (Not plicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____
(Specify the share of the Minor with Name) (Not applicable).



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8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **Neo Corp International Ltd., Address – 62-63, Industrial Area, Sector No. 1, Pithampur, District – Dhar (M.P.)**

9. I certify that **Olympian Investors & Traders Pvt. Ltd., Address – Trivedi Chambers, 2, Maharani Road, Indore (M.P.) through its Director- Shri Sunil Trivedi S/o. Shri Kailashchandra Trivedi** has 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.	Photocopy of Registered Sale Deed No. 1A/1843(9), dated 17.12.2007.
2.	Photocopy of Registered Sale Deed No. 1A/4590(Jha), dated 14.11.2006.
3.	Photocopy of Registered Sale Deed No. 1A/4116(Jha), dated 12.10.2006.
4.	Photocopy of Registered Sale Deed No. 1A/5896(Jha), dated 06.03.2006.
5.	Photocopy of Registered Sale Deed No. 1A/4117(Jha), dated 12.10.2006
6.	Photocopy of Registered Sale Deed No. 1A/201(Ga), dated 15.04.1991
7.	Photocopy of Registered Sale Deed No. 1A/1805(Ga), dated 02.02.1991
8.	Photocopy of Registered Sale Deed No. 1A/5052(Ka), dated 31.01.1992
9.	Photocopy of Registered Sale Deed No. 1A/1646, dated 23.12.1994
10.	Photocopy of Registered Sale Deed No. 1A/3000(Ka), dated 28.12.1993
11.	Photocopy of Registered Sale Deed No. 1A/3001(Ka), dated 28.12.1993
12.	Photocopy of Registered Sale Deed No. 1A/3002(Ka), dated 28.12.1993
13.	Photocopy of Registered Sale Deed No. 1A/1653, dated 24.12.1994
14.	Photocopy of Registered Sale Deed No. 1A/2999, dated 28.12.1993
15.	Photocopy of Registered Sale Deed No. 1A/3134(Kha), dated 28.01.1992
16.	Photocopy of Registered Sale Deed No. 1A/1292(Jha), dated 13.06.2007
17.	Photocopy of Registered Sale Deed No. 1A/1293(Jha), dated 13.06.2007
18.	Photocopy of Registered Sale Deed No. 1A/1484(9), dated 22.11.2007

योगेन्द्र सिंह ठाकुर

बी.एससी., एलएल.बी. (ऑनर्स)

कार्यालय

मोबाइल : 94250-65698

514 एस.जी.रोड, सुखसागर बिल्डिंग,ऑफिस नं. 205,
जिला कोर्ट, गुलबारे के पास, सिख मोहल्ला,इन्दौर (म.प्र.)
Email - ad.yogendrasinghthakur@rediffmail.com

निवास

48-बी, काव्य कुब्ज नगर, एरोडूम रोड,
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19.	Photocopy of Registered Sale Deed No. 1A/1661, dated 05.12.2007
20.	Photocopy of Registered Sale Deed No. 1A/2476(9), dated 23.01.2008
21.	Photocopy of Registered Sale Deed No. 1A/3048(9), dated 08.10.2009
22.	Photocopy of Registered Power of Attorney No. 4A/39, dated 19.04.2011
23.	Photocopy of Registered Sale Deed No. 1A/3667(9), dated 05.09.2011
24.	Photocopy of Sanctioned Map Memo No. Q/2010, dated 03.04.2010 from Gram Panchayat Nihalpur Mandi.
25.	Photocopy of Registered Deed of Declaration No. 1A/4312(9), dated 10.10.2011.
26.	Original Registered Sale Deed No. 1A/167(2/4), Volume No. 723, dated 23.04.2014.
27.	Photocopy of diversion/property tax payment receipt for current year.
28.	Affidavit as per bank format.

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

SCHEDULE OF THE PROPERTY(IES)

Flat No. 302, Third Floor of multistoried building "Sunder Ratan Raj" constructed at Plot No. A-23 of Silicon City, situated at Village Nihalpur Mundi, Tehsil & District - Indore (M.P.) having Super Built Up Area 1150 Sq.ft.

Boundaries :

East : Flat No. 303

West : Plot No. A-05

North : Plot No. A-24

South : Lift

1 JAN 2015

Date :

Place :INDORE.

YML

(Yogendra Singh Thakur)
Advocate