

Neeraj jain

Advocate

M.P. High Court

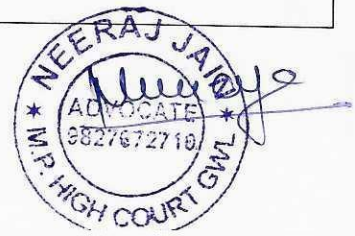
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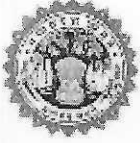
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Annexure-B

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 NOIDA EXP PROC Zone, Noida.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	-----
	c) Name of the Borrower.	M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory Shri Tanmay Maheshwari
2.	a) Type of Loan	-----
	b) Type of Property	Industrial plot
3.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory Shri Tanmay Maheshwari
	b) Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.	M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory Shri Tanmay Maheshwari
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a borrower/Guarantor.
4.	a) Value of Loan (Rs. in crores)	-----
5.	Complete or full description of the immovable property (ies) offered as security including the following details.	The Plot No.78 situated at Industrial Area, Malanpur, Tehsil Gohad, Distt. Bhind (M.P.).
	a) Survey No.	-----
	b) Door/House no. (in case of house property)	The Plot No.78 situated at Industrial Area, Malanpur, Tehsil Gohad, Distt. Bhind (M.P.).
	c) Extent/ area including plinth/ built up area in case of house property	Area 16682Sq.Mt.
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	The Plot No.78 situated at Industrial Area, Malanpur, Tehsil Gohad, Distt. Bhind (M.P.). Boundaries :- East by – Plot Nos. 99A, 99B, 99C, 99D; West by – Service Road; North by –Plot No.80;





पंजीयन एवं स्टाम्प विभाग (वाणिज्य कर) मध्य प्रदेश



रसीद

संदर्भ आईडी	34090520233552153
भुगतान संव्यवहार आईडी	PTID0905202352022236
सर्विस	दस्तावेज खोज शुल्क - मैन्युअल प्रक्रिया
राजस्व मेजर हेड	0030
राजस्व सब मेजर हेड	03
राजस्व माइनर हेड	800
भुगतान का प्रकार	सेवा प्रदाता क्रेडिट सीमा
भुगतान राशि	1500
भुगतान किया गया	vinod kumar upadhyay
संपदा में भुगतान प्राप्ति की तिथि	09-05-2023 08:49 am
उपयोग की स्थिति	CONSUMED
प्रकरण संख्या	NA
पार्टी का नाम	Adl neeraj jain
कार्यालय का नाम जहाँ उपयोग किया गया	उप पंजीयक कार्यालय गोंहद
उपयोगकर्ता का नाम	Camaleas ligga
समय अवधि(वर्ष में)	30
अवधि	1993-1994 To 2022-2023



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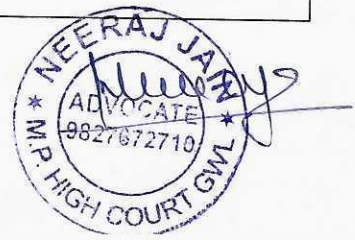
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South by – Service Road.				
6.	a) Particulars of the documents scrutinized-serially and chronologically.			
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.			
	Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.			
	Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc. In case of copies, whether the original was scrutinized by the advocate.
	1	29.08.1990	The lease deed dated 29.08.1990, at Volume No.1754 and registered document No.2156.	Original Yes
	2	30.08.2011	The amendment deed dated 30.08.2011, at Volume No.3410 and registered document No.1612.	Original Yes
	3	02.03.2012	The amendment deed dated 02.03.2012, at Volume No.3478 and registered document No.3076.	Original Yes
	4	20.01.2015	The amendment deed dated 20.01.2015, at Volume No.3805 and registered document No.2101.	Original Yes
	5	13.03.2023	The sale deed dated 13.03.2023, at E- registered document No. MP042852023A11580006.	Original Yes
	6	01.05.2023	The amendment deed dated 01.05.2023, at E- registered document No. MP042852023A11787151.	Original Yes
7.	a) 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.) (HL : If the value of Loan =>Rs. 1 crore and in case of commercial loans irrespective of the loan component)			Yes
	b) Whether all pages in the certified copies of			N.A.



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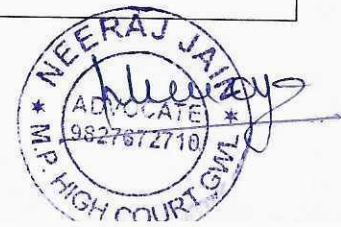
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	title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handed more diligently & cautiously).	
8.	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?	Online portal is available from July 2016.
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Online portal is available from July 2016 and verified.
	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?	Online portal is available from July 2016.
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Gohad
	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?	N.A.
	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?	N.A.
10.	a) 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.	
	b) 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.	



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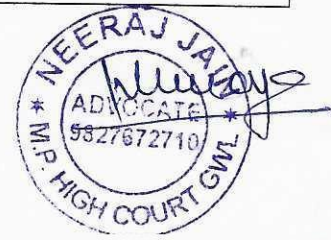
In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)

c) 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.

That, the caption property is a Plot No.78 situated at Industrial Area, Malanpur, Tehsil Gohad, Distt. Bhind (M.P.) and the captioned property previously belonged to Govt. of Madhya Pradesh.

That, Governor of Madhya Pradesh acting through Managing Director, M.P. Audyogik Kendra Vikas Nigam Nigam Limited, Gwalior (Lessor) transferred the Plot No.78 Area 16682Sq.Mt. on lease to Shri Ravi Shankar Goel S/o Shri Jai Kishan Goel acting as Director of M/s Diamond Footwear Pvt. Ltd. vide lease deed registered in the office of Sub-Registrar, Gohad entered in Additional Book A-1, at Volume No.1754 and registered document No.2156 dated 29.08.1990. The term of lease is 99 years and ending on 27.08.2089. The present lessee applied to the lessor to transfer the unit from M/s Diamonad Footwears Pvt. Ltd. to M/s Vishwas Artificial Limb Centre. Thereafter the said lease deed was amended vide amendment deed registered in the office of Sub-Registrar, Gohad entered in Additional Book A-1, at Volume No.3410 and registered document No.1612 dated 30.08.2011. (Amendment was made regarding transfer the unit from M/s Diamonad Footwears Pvt. Ltd. to M/s Vishwas Artificial Limb Centre (Unit of Mangalam Charitable Trust) under "Udyog Mitra Yojana 2004).

That, the present lessee applied to the lessor to transfer the unit from M/s Vishwas Artificial Limb Centre to M/s Yee Key Technocrat Pvt. Ltd., Thereafter the lessor has granted and amendment deed was executed between Governor of Madhya Pradesh acting through the Executive Director, MPIDC Ltd. and M/s Yee Key Technocrat Pvt. Ltd. vide amendment deed registered in the office of Sub-Registrar, Gohad entered in Additional Book A-1, at Volume No.3478 and



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registered document No.3076 dated 02.03.2012. (Amendment was made regarding transfer the unit from M/s Vishwas Artificial Limb Centre to M/s Yee Key Technocrat Pvt. Ltd.).

That, the present lessee applied to the lessor to transfer the unit from M/s Yee Key Technocrat Pvt. Ltd. to M/s Fusion Industries Ltd., Thereafter an amendment deed was executed executed between Governor of Madhya Pradesh acting through the Executive Director, MPIDC Ltd. and M/s Fusion Industries Ltd. vide amendment deed registered in the office of Sub-Registrar, Gohad entered in Additional Book A-1, at Volume No.3805 and registered document No.2101 dated 20.01.2015. (Amendment was made regarding change the unit name from M/s Yee Key Technocrat Pvt. Ltd. to M/s Fusion Industries Ltd.).

That, M/s Fusion Industries Ltd. acting through Authorized Signatory Shri Aditya Gupta S/o Shri Pursottam Das Gupta sold the said property to M/s Matangi Rubber Pvt. Ltd. acting through Authorized Signatory Shri Rohit Kumar Garg S/o Shri Ramesh Chander Garg vide sale deed registered in the office of Sub-Registrar, Gohad entered in E- registered document No. MP042852023A11580006 dated 13.03.2023.

That, the present lessee applied to the lessor to transfer the unit from M/s Fusion Industries Ltd. to M/s Matangi Rubber Pvt. Ltd., thereafter a lease amendment deed executed between Madhya Pradesh Industrial Development Corporation Ltd. (Formerly known as IIDC (Gwalior) M.P. Ltd.) through Manager Shri N.S. Kushwah (Lessor) and M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory Shri Tanmay Maheshwari (Lessee) vide lease amendment deed registered in the office of Sub-Registrar, Gohad entered in E- registered document No. MP042852023A11787151 dated 01.05.2023. (Amendment was made regarding change the ownership and name of the Lessee company from M/s Fusion Industries



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Bench at Gwalior (M.P.)

Offi.- 4, Somil Complex

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City Center, Gwalior

Mob.98276-72710

Ltd. to M/s Matangi Rubber Pvt. Ltd.).	
In view of above M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory acquired a valid and unfettered rights in the captioned property and legally & validly can mortgage it by way of equitable mortgage.	
11. 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.)	Leasehold right over plot property.
If Ownership Rights,	No
a) Details of the Conveyance Documents	N.A.
b) Whether the document is properly stamped.	N.A.
c) Whether the document is properly registered.	N.A.
If leasehold, whether;	Yes
a) The Lease Deed is duly stamped and registered	Yes
b) lessee is permitted to mortgage the Leasehold right,	Yes
c) duration of the Lease/unexpired period of lease,	The term of lease period is 99 years and ending on 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.	Yes
e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes
f) Right to get renewal of the leasehold rights and nature thereof.	Yes
If Govt. grant/ allotment/Lease-cum/Sale Agreement/ Occupancy/Inam Holder / Allottee etc, whether;	No
a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
b) the mortgagor is competent to create charge on such property?	N.A.



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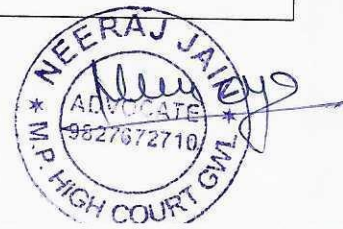
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City Center, Gwalior

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	c) any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A.
	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
12.	Has the property been transferred by way of Gift/Settlement Deed	No
	a) The Gift/Settlement Deed is duly stamped and registered;	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	d) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
	e) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	f) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A.
	g) Whether the Donee is in possession of the gifted property?	N.A.
	h) 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;	N.A.
	i) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
13.	Has the property been transferred by way of partition / family settlement deed	No
	a) 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.	N.A.
	c) whether the mortgagor is in possession and	N.A.



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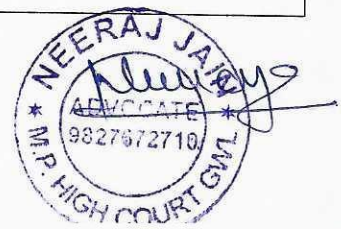
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Bench at Gwalior (M.P.)

Offi.- 4, Somil Complex
Near Income Tax Office
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	enjoyment of his share.	
	d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	f) 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?	N.A.
14.	Whether the title documents include any testamentary documents /wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	c) Whether the property is mutated on the basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate of the testator is available?	N.A.
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	g) 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.	N.A.
15.	Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious / other institutions	No
	a) any restriction in creation of charges on	N.A.



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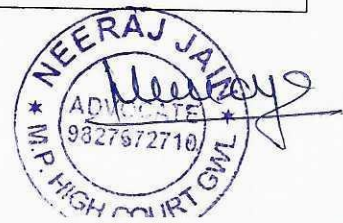
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Mob.98276-72710

	such properties?	
	b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16.	a) Where the property is a HUF/joint family property?	No
	b) Whether 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.
	c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18.	Is the property an Agricultural land	No
	a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	N.A.
	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?	N.A.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A.
19.	a) Whether the property is affected by any local laws or special enactment or other	No



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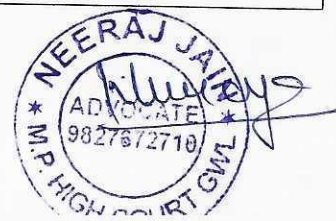
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	regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	
	b) Additional aspects relevant for investigation of title as per local laws.	N.A.
20.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	N.A.
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	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/marking?	N.A.
22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b) Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
23.	a) Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of	No



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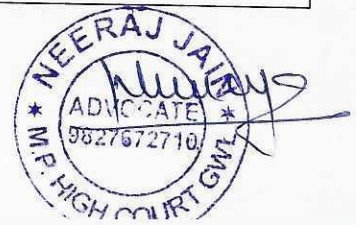
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	documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
	b/1) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N.A.
	b/2) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.
	b/3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A.
	b/4) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied?	N.A.
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25.	a) Whether any POA is involved in the chain of title during the period of search?	No
	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.	N.A.
	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	N.A.



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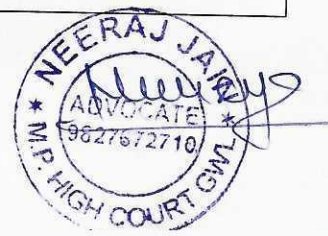
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	Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A.
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	N.A.
	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?)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA.	N.A.
26.	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.	No
27.	If the property is a flat/apartment or residential/commercial complex	No
	a) Promoter's/Land owner's title to the land/	N.A.



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building;	
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;	N.A.
e) Agreement for sale (duly registered);	N.A.
f) Payment of proper stamp duty;	N.A.
g) Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
h) Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
i) Conveyance in favour of Society/ Condominium concerned;	N.A.
j) Occupancy Certificate/allotment letter/letter of possession;	N.A.
k) Membership details in the Society etc.;	N.A.
l) Share Certificates;	N.A.
m) No Objection Letter from the Society;	N.A.
n) 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.
o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.
q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
II. A) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	N.A.
II. B) Whether the project is registered with	N.A.



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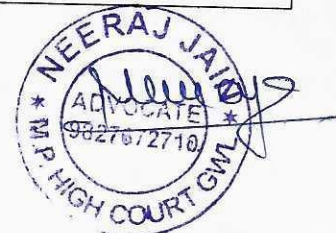
Advocate

M.P. High Court

Bench at Gwalior (M.P.)

Offi- 4, Somil Complex
Near Income Tax Office
City Center, Gwalior
Mob.98276-72710

	Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	
	II. C) Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	II. D) Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
29.	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.	No
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The lease rent receipt required upto year 2022-23.
31.	a) Urban land ceiling clearance, whether required and if so, details thereon.	No
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	N.A.
32.	a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Mutation has been done in the name of M/s Matangi Rubber Pvt. Ltd. in the record of IIDC Gwalior.
	b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
33.	a) Whether the property offered as security is clearly demarcated?	a. Yes
	b) Whether the demarcation/ partition of the property is legally valid?	b. Yes



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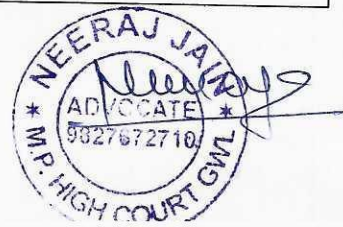
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Near Income Tax Office

City Center, Gwalior

Mob.98276-72710

	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	c. Yes
34.	Whether the property can be identified from the following documents, a) Documents in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes
	b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35.	a) Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same.	The valuation report not produced before me.
36	a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	YES
	b) Property is SARFAESI compliant (Y/N)	YES
37	a) Whether original title deeds are available for creation of equitable mortgage	Yes
	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
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No



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Bench at Gwalior (M.P.)

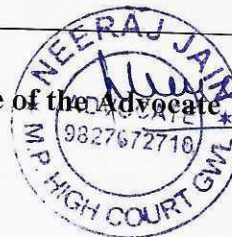
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39	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory.
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Date: 12.05.2023

Place: Gwalior

Signature of the Advocate



Neeraj jain

Advocate

M.P. High Court

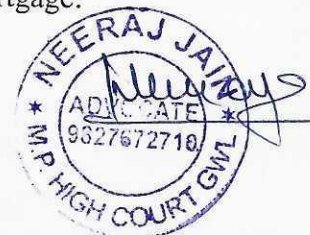
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Annexure-C

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 *Registered/ Equitable/English Mortgage (*please specify the kind of 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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 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.
 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.
 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period **1993-94 to 2022-23** 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 (Delete, whichever is inapplicable).
 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable).
 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, **M/s Matangi Rubber Pvt. Ltd. through Authorized Signatory.**
 9. I certify that **M/s Matangi Rubber Pvt. Ltd.** 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:



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S. No.	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.
1	The lease deed dated 29.08.1990, at Volume No.1754 and registered document No.2156.	Original
2	The amendment deed dated 30.08.2011, at Volume No.3410 and registered document No.1612.	Original
3	The amendment deed dated 02.03.2012, at Volume No.3478 and registered document No.3076.	Original
4	The amendment deed dated 20.01.2015, at Volume No.3805 and registered document No.2101.	Original
5	The sale deed dated 13.03.2023, at E- registered document No. MP042852023A11580006.	Original
6	The lease amendment deed dated 01.05.2023, at E- registered document No. MP042852023A11787151.	Original
7	The letter regarding NOC of assignment of leasehold rights issued by Madhya Pradesh Industrial Development Corporation Ltd. (MPIDC) vide letter No. MPIDC/Kshe.Ka.Gwa./Bhu.Pra.Malanpur/2023/567 dated 03.05.2023.	Photocopy

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

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

The Plot No.78 situated at Industrial Area, Malanpur, Tehsil Gohad, Distt. Bhind (M.P.).

Boundaries :-

East by – Plot Nos. 99A, 99B, 99C, 99D;

West by – Service Road;

North by –Plot No.80;

South by – Service Road.

Date: 12.05.2023

Place: Gwalior

Signature of the Advocate

