

0731-4971957

December 29, 2023

To,
The Manager
Union Bank of India
Indore (M.P.)

TITLE OPINION & SEARCH REPORT

1.	Name and address of the Branch to whom the title report is given (mention the letter Ref. No. & date)	Union Bank of India Regional Office : Indore (M.P.)
2.	Name of the Account and details of the Borrower	M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain Address : Plot No. 214-B, Sector-F Industrial Area Sanwer Road Indore

3. Full Description of Property

Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.

Boundaries :-

East : 30 Mtr. Wide Road
West : Plot No. 216-A & 221
North : 30 Mtr. Wide Road
South : 30 Mtr. Wide Road

3.1 NATURE OF IMMOVEABLE PROPERTY

(Please describe the property details here properly. General and vague description should be avoided)

Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.

3.2.

(i) Survey No NA
(ii) Hissa No NA
(iii) Ghat No NA
(iv) Town Survey No NA
(v) Khasra No. NA
(vi) Patta No. NA
(vii) Khatha No. NA

(viii) Plot No.:- Plot No. 216-B, 217, 218, 219 & 220

(local name of the field as applicable including sub-divisions should be mentioned)

3.3. Number/Identification details as per building map/plan

(mention here numbers like flat numbers etc mentioned as per map/plan in the case of flats/condominium/apartments)

Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.

3.4. Extent of Property

(Please mention as described in document/title deed and show it in Sq.ft also)

Having Total Plot area 13320 Sq.mtr.

3.5. Name/s of the Owner/s

(full description of the owner/s should be given)

1) M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain

Address : Plot No. 214-B, Sector-F Industrial Area Sanwer Road Indore

3.6. Nature of ownership:- Freehold

4. TRACING OF TITLE

1. That, as per documents and information made available to me, I find that the District Trade & Industries Centre, Indore had developed an industrial area at Sanwer Road, Indore and carved out plots for establishment of industrial units.

2. That, by Regd. Lease Deed No. 1A/1232 dt. 23.05.1988 read with Regd. Amendment Deed No. 1A/1919 dt. 28.12.1991, DIC had given **Plot No. 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 11430 Sq.mtr.** to M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Omprakash Bidasaria, Shri Ashok Bidasaria & Shri Kailash Bidasaria all S/o. Shri Satyanarayan Bidasaria on lease for a period of 99 years on the terms and conditions contained therein.

3. That, by a Regd. Sale Deed No. 1A/158 dt. 12.05.2004, M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Kailash Bidasaria S/o. Shri Satyanarayan Bidasaria & Smt. Nisha W/o. Shri Mahaveer Bidasaria sold **Shed admeasuring 1200 Sq.ft. of No. 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore.** to M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani for a consideration of Rs. 1,99,000/-.

4. That, Consequent thereupon by Regd. Lease Deed No. 1A/702 dt. 31.08.2004, DIC had transfer the leasehold rights of the **Plot No. 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 11430 Sq.mtr. and also given Plot No. 216-B having area 1890 Sq.mtr.** on lease in favour of M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani on lease for a period of 30 yeas on the terms and conditions contained therein. Lease period is commencing from 2004 to 2033. Now the total area of the said property i.e. **Plot No. 216-B, 217, 218, 219 & 220 is 13320 Sq.mtr.**

5. That, due to change in the constitution of the firm from Partnership firm to Private Limited company and also in change in the name and therefore by a Regd. Amendment Lease Deed No. 1A/930 dt. 03.11.2004, DIC had transfer the leasehold rights of the said **Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.** in favour of M/s. Golden Ingots Pvt. Ltd. through Director Smt. Kavita W/o. Shri Nirmaldas Ahuja on the terms and conditions contained therein.

6. That, by a Regd. Sale Deed No. MP179152019A1829869 dt. 09.12.2019, M/s. Golden Ingots Pvt. Ltd. through Director Shri Jay Kumar Ahuja S/o. Shri Nirmaldas Ahuja sold **Shed admeasuring 24000 Sq.ft. of Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore.** to M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain for a consideration of Rs. 1,11,00,000/-.

7. That, by a Regd. Amendment Deed No. MP179152020A1385115 dt. 10.07.2020, DIC had transfer the leasehold rights of **Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.** to M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain on the terms and conditions contained therein.

5.	Title deeds / documents First Owner Name/Nature of deed Details like Regn. etc Second Owner Do Do Borrower Do Do	As per Annexure 1
6.	1) Nature of encumbrance: <input type="checkbox"/> Charge under contract <input type="checkbox"/> Mortgage <input type="checkbox"/> Negative Lien <input type="checkbox"/> Lease/tenancy <input type="checkbox"/> Right of Maintenance /reversion	Free from all encumbrance

	<ul style="list-style-type: none"> <input type="checkbox"/> Charge by operation of Law <input type="checkbox"/> Preemption rights <input type="checkbox"/> Right to specific performance under an agreement to sell <input type="checkbox"/> Liens/First Charge under laws <input type="checkbox"/> Right of reversion to Government <input type="checkbox"/> Lis pendens <p>2) Name of the person in whose favour encumbrance is subsisting</p> <p>3) Date on which encumbrance has come into existence.</p>	
7.	<p>In the case of encumbrance, the advocate should clearly opine as to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> How far such an encumbrance would affect the value of the property. <input type="checkbox"/> Any permission/approvals are required for the Bank to create security <input type="checkbox"/> The extent to which Bank's security would be jeopardized because of encumbrance <input type="checkbox"/> Manner and cost of removal of encumbrance 	N.A.
8.	<p>Clearly provide the following details: -</p> <ul style="list-style-type: none"> <input type="checkbox"/> Whether the property is affected by Land Ceiling Law <input type="checkbox"/> Whether the property is affected by Land fragmentation Law <input type="checkbox"/> Whether the property is affected by Forest law <input type="checkbox"/> Whether the property is affected by Planning Law <input type="checkbox"/> Whether the property is affected by Urban Land Ceiling Law <input type="checkbox"/> Whether the property is affected by rent restriction/control Law <input type="checkbox"/> Whether the property is affected by Environment Law <input type="checkbox"/> Whether the property is affected by user restrictions under Municipal/revenue Law <input type="checkbox"/> Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks 	N.A.

	<u><i>Advocate has to give a report clearly that property is not subject any regulatory issuses, if nothing above is applicable</i></u>	
9.	Views on regulatory hurdles	N. A.

10. List of documents/deeds provided to the Advocate and perused by him

I have perused the documents as stated under forwarded to me and the borrower of the said property has valid title to the concerned Shop and Equitable Mortgage in favour of the Bank can be created on deposit of the documents of the title with the Bank as per Annexure-I.

1. **Copy of** Regd. Lease Deed No. 1A/1232 dt. 23.05.1988 by DIC fvg. M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Omprakash Bidasaria, Shri Ashok Bidasaria & Shri Kailash Bidasaria all S/o. Shri Satyanarayan Bidasaria.
2. **Copy of** Regd. Amendment Deed No. 1A/1919 dt. 28.12.1991 by DIC fvg. M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Omprakash Bidasaria, Shri Ashok Bidasaria & Shri Kailash Bidasaria all S/o. Shri Satyanarayan Bidasaria.
3. **Copy of** Regd. Sale Deed No. 1A/158 dt. 12.05.2004 by M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Kailash Bidasaria S/o. Shri Satyanarayan Bidasaria & Smt. Nisha W/o. Shri Mahaveer Bidasaria fvg. M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani.
4. **Copy of** Regd. Lease Deed No. 1A/702 dt. 31.08.2004 by DIC fvg. M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani.
5. **Copy of** Regd. Amendment Lease Deed No. 1A/930 dt. 03.11.2004 by DIC fvg. M/s. Golden Ingots Pvt. Ltd. through Director Smt. Kavita W/o. Shri Nirmaldas Ahuja.
6. **Copy of** Regd. Sale Deed No. MP179152019A1829869 dt. 09.12.2019 by M/s. Golden Ingots Pvt. Ltd. through Director Shri Jay Kumar Ahuja S/o. Shri Nirmaldas Ahuja fvg. M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain.
7. **Copy of** Regd. Amendment Deed No. MP179152020A1385115 dt. 10.07.2020 by DIC fvg. M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain.

11	List of documents found out, while examining the deeds as above and in the search in the offices of registrar/revenue authorities affecting the property and examined	N.A.
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12	List of further documents called for, examined and perused	NIL
13	Whether the documents examined are duly stamped as per the Stamp Act? State Exemptions, if any.	Yes
14	Whether the Registration endorsements are in order	Yes
15	Certificate of examination	Free from all the encumbrance
16	Certificate of title	"This is to certify that the title to the property of the borrower is clear and marketable without any further act on the part of borrower".
17	List of documents to be deposited for creating the mortgage by deposit of title deeds	<ol style="list-style-type: none"> 1. Copy of Regd. Lease Deed No. 1A/1232 dt. 23.05.1988 by DIC fvg. M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Omprakash Bidasaria, Shri Ashok Bidasaria & Shri Kailash Bidasaria all S/o. Shri Satyanarayan Bidasaria. 2. Copy of Regd. Amendment Deed No. 1A/1919 dt. 28.12.1991 by DIC fvg. M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Omprakash Bidasaria, Shri Ashok Bidasaria & Shri Kailash Bidasaria all S/o. Shri Satyanarayan Bidasaria. 3. Original Regd. Sale Deed No. 1A/158 dt. 12.05.2004 by M/s. Ferro Concrete Construction (India) Pvt. Ltd. through Partners Shri Kailash Bidasaria S/o. Shri Satyanarayan Bidasaria & Smt. Nisha W/o. Shri Mahaveer Bidasaria fvg. M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani. 4. Original Regd. Lease Deed No. 1A/702 dt. 31.08.2004 by DIC fvg. M/s. Mahadev Rubber Industries through Partner Shri Ratan S/o. Late Shri Nebhandas Motwani.

		<p>5. Original Regd. Amendment Lease Deed No. 1A/930 dt. 03.11.2004 by DIC fvg. M/s. Golden Ingots Pvt. Ltd. through Director Smt. Kavita W/o. Shri Nirmaldas Ahuja.</p> <p>6. Original with Certified Copy of Regd. Sale Deed No. MP179152019A1829869 dt. 09.12.2019 by M/s. Golden Ingots Pvt. Ltd. through Director Shri Jay Kumar Ahuja S/o. Shri Nirmaldas Ahuja fvg. M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain.</p> <p>7. Original with Certified Copy of Regd. Amendment Deed No. MP179152020A1385115 dt. 10.07.2020 by DIC fvg. M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain.</p> <p>8. Original Intimation to mortgage / NOC from District Trade & Industries Center.</p> <p>9. Latest Lease Rent Receipt.</p> <p>10. Latest Property Tax Receipt.</p> <p>"This is to certify that the above documents if taken would create valid mortgage by deposit of title deeds"</p>
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18	CERTIFICATE ABOUT VISIT TO SUB-REGISTERS OFFICE	I carried out search on 28.12.2023 of Index No. II Book No. I in the office of the Sub-Registrar, Indore in respect of Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr. for the last 30 years and I did not find any entry therein effecting any transfer of the property by way of sale, Gift, Mortgage etc. in respect of the said property affecting the title of the present owner adversely. The search of Indexes has been carried out, as they were maintained & available.
19	VERIFICATION OF SL. NO. / DESCRIPTION OF THE PROPERTY	Search Receipt No. 43766 dt. 28.12.2023

20. Certificate on genuineness of title deed :-

I hereby declare that the titles of the above referred property for last 30 years have been examined by me, from the information given to me and believing the same to be true, correct and trustworthy and also believing the documents/ copies/papers etc. furnished in his/its file to be true and genuine and after going through the same, I am of the opinion that the right, title of the **Plot No. 216-B, 217, 218, 219 & 220 at Industrial Area, Sector-F, Sanwer Road, Village Narwal Tehsil & District Indore. Having Total Plot area 13320 Sq.mtr.** belongs to **M/s. Krazy Kids Food Pvt. Ltd. through Director Shri Sunil Jain S/o. Shri Prakash Jain** is clear and marketable and that there is no charge, right, lien or encumbrance over the said property.

21	Whether the property charged is actionable under SARFAESIA Advocate has to check whether or not the property charged comes under any of the exemptions mentioned under section 31 of the SARFAESI act	YES
22	Mode of Registry	

Kalpvraksh Shrivastava
Advocate