

ADV. PRANAY RAMKUMAR RAJPUT



ADVOCATES AND LEGAL CONSULTANTS

C-727 INTERNATIONAL TRADE CENTRE MAJURAGATE RING ROAD SURAT-395002 GUJARAT INDIA.

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Ref. No.

SBI-OVERSEAS-MAN-02-2023

Date :


21-03-2023

To,

THE BRANCH MANAGER
State Bank of India,
Overseas Branch,
Cuffe Parade, Mumbai



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, Overseas Branch, Cuffe Parade, Mumbai Branch Code: 004791
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	OBMU/AMT-II/2022-23
	c	Name of the Borrower.	MAN INDUSTRIES (INDIA) LTD. (ERW UNIT)
2	a	Type of Loan	MBA
	b	Type of property	IMMOVABLE PROPERTY
3	a	Name of the unit/concern/company/person offering the property/ (ies) as security.	MAN INDUSTRIES (INDIA) LTD. (ERW UNIT)
	b	Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Limited Company 

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	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers/Mortgagors
4	a	Value of Loan (Rs. in crores)	165
5		Complete or full description of the immovable property (ies) offered as security including the following details.	All that piece and parcel of non-agricultural Land bearing Revenue Survey No.471/1 and admeasuring in Total Hectare: 3-23-75, Acres: 8.00 Situated at Moje Khedoi, Taluka: Anjar, Sub-Registration District Anjar in Registration District-Kutch and which is bounded as under Towards North : Land of Survey No.471/2 Towards South : Land of Survey No.472 Towards East : Land Survey No.473 and 474 Towards West: Old Cart-way of Khedoi.
	a	Survey No.	Survey no.471/1
	b	Door/House No. (in case of house property)	Not Applicable
	c	Extent/ area including plinth/ built up area in case of house property	Not Applicable
	d	Locations like name of the place, village, city, Registration, Sub-District etc. boundaries.	Village Khedoi, Sub District Anjar in District Kutch
6	a	Particulars of the documents scrutinized- serially and chronologically.	As Per Annexure-B
	b	Nature of documents verified and	As Per Annexure-B




		<p>as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.</p>		
Sr. No.	Date	Name /Nature of document	Original/certified copy/certified/extract/photocopy etc.	In case of copies, whether the original was scrutinized by the advocate. "AS PER ANNEXURE-B"
7	a	<p>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)</p>		<p>Yes, certified copies obtained.</p> <p>List of Documents available in the revenue records are Scrutinized and copies of Search Receipt along with the copy of Nil Encumbrances Certificate is attached herewith.</p>
	b	<p>Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?</p> <p>(In case originals title deed is not</p>		<p>Yes</p>



		produced for comparing with the certified or ordinary copies, the matter should be handled 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?	The Relevant Records Prior to 2007 are Not available online and relevant revenue records such as village Form No.6 & 7/12 Extract can be verified from the online portal of revenue department of the State Government i.e., https://anyror.gujarat.gov.in
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	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
	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-	Office of Sub-Registrar of Assurances Anjar in District,



	registrar office?	Kutch (SRO-Anjar)
	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?	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
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.	As per ANNEXURE-C giving brief description about the tracing of titles available in the revenue records of the concerned departments.
	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. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/	No Minor's Interest 

	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.	Not Applicable
11 a	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.)	Ownership Rights
	If Ownership Rights,	
a	Details of the Conveyance Documents	As per NEC Certificate
b	Whether the document is properly stamped.	Yes
c	Whether the document is properly registered.	Yes
	If leasehold, whether;	No Leasehold Rights
a	The Lease Deed is duly stamped and Registered	Not Applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
c	duration of the Lease/unexpired	Not Applicable



	period of lease,	
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	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
	If Govt. grant/ allotment/ Lease-cum/Sale Agreement/ Occupancy/ Inam Holder/ Allottee etc. whether;	No Government Grant.
a	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
b	The mortgagor is competent to create charge on such property?	Not Applicable
c	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
	If occupancy right, whether;	No Occupancy Right
a	Such right is heritable and transferable,	Not Applicable
b	Mortgage can be created.	Not Applicable




12		Has the property been transferred by way of Gift/Settlement Deed	No Gift Deed/Settlement Deed
	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
	d	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	e	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	f	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Not Applicable
	g	Whether the Donee is in possession of the gifted property?	Not Applicable
	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;	Not Applicable
	i.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Nil
13		Has the property been transferred by way of partition/family settlement deed	No Partition/ Family Settlement Deed



a	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	No
c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
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.	Not Applicable
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?	No
14	Whether the title documents include any testamentary documents /wills?	No 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
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.	Not Applicable
15	Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No Wakf/Church/Temple Rights 
a	Any restriction in creation of charges on such properties?	No


	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Nil
16	a	Where the property is a HUF/joint family property?	No HUF/Joint Family Property
	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.	No
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Nil
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?	Not Applicable
	c	If YES, 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.	Nil



18		Is the property an Agricultural land	No (N.A. Land)
	a	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
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Not Applicable
19	a	Whether the property is affected by any local laws or special enactments or other 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.)?	No
	b	Additional aspects relevant for investigation of title as per local	Nil





		laws.	
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No such pending or proposed land acquisition proceedings were found from the revenue records, But Safeguard Bank's Interest a separate declaration is to be obtained from the intended mortgagor with this regards.
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not applicable
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No such pending or proposed litigation were found from the revenue records, But to Safeguard Bank's Interest a separate declaration is to be obtained from the intended mortgagor with this regards.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No, But separate declaration is to be obtained from the intended mortgagor with this regards
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in	No, 

		respect of the property in question? In such case please comment on such seal/markings?	
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?	Not Applicable
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes
	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.	Yes vide Sale Deed No.11124/2021 SRO-Anjar. 

	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)?	No
	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)?	No
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
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	Not Applicable



	registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
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
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.	No Builder's POA 


e	<p>In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p> <p>i) Whether the original POA is verified and the title investigation is done on the basis of original</p> <p>ii) Whether the POA is a registered one?</p> <p>iii) Whether the POA is a special or general one?</p> <p>iv) Whether the POA contains a specific authority for execution of title document in question?</p>	Not Applicable
f	<p>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?)</p>	No Such details were available but to safeguard the Bank's interest separate declaration/ affidavit is to be obtained.
g	<p>Please comment on the genuineness of POA?</p>	Not Applicable
h	<p>The unequivocal opinion on the enforceability and validity of the POA.</p>	<p>Nil</p> 

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.	Not Applicable
27	I.	If the property is a flat/ apartment or residential/ commercial complex	N.A Land (Industrial Use)
	a	Promoter's/Land owner's title building;	No
	b	Development Agreement/Power of Attorney;	No
	c	Extent of authority of the Developer/builder;	No
	d	Independent title verification of the Land and/or building in question;	No
	e	Agreement for sale (duly registered);	No
	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	Not Applicable



	Society/Condominium concerned;	
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.;	Yes But to safeguard the Bank's interest a Separate declaration is to be obtained from the intended mortgagor with this regards.
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	No
p	If the property is a vacant and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	It is to be verified from Bank's approved Valuer/Architect
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No



	II. B Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	II.C Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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?	Not Applicable
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.	Not found on record
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.	From 2007 to 2023
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes Paid. 

31	a	Urban land ceiling clearance, whether required and if so, details thereon	The said Act is repealed by the Notification of State Government of Gujarat dated 27/03/1999.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Certificate from the approved and registered Chartered Account be contained.
32	a	Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question.	As per ANNEXURE
	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?	Yes
	b	Whether the demarcation/partition of the property is legally valid?	As per valuation Report.
	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).	To be verified by the empanelled valuer and Bank.



34	a	<p>Whether the property can be identified from the following</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	Yes
	b	<p>Discrepancy/doubtful circumstances, if any revealed on such scrutiny? if any revealed on such scrutiny?</p>	No difference/ discrepancy was found on record.
35	a	<p>Whether the documents i.e. Valuation report / approved sanction plan reflects / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document.</p> <p>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).</p>	<p>No such Valuation report was made available at the time of preparation of TIR, Bank to consider the Valuation Report of the approved Valuer for the Same.</p>



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
	b	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
38		Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Separate declaration is to be obtained from the Intended Mortgagor.
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Managing Director and/or Authorized signatory of Man Industries (India) Ltd.

Date: 21.03.2023

Place: Surat



Pranay R. Rajput

FOR PRANAY RAMKUMAR RAJPUT

Pranay Ramkumar Rajput

B.S.L., L.L.B., C.L.M. (U.K)

Advocate

C-727, International Trade Centre,
Majuragate, Ring Road, Surat-395002

ANNEXURE - 'B'


List of Document Scrutinized

1. Original Registered Sale Deed bearing Registration No.11124 dated 21/11/2021 Executed by and between namely Patidar Ambalal Valji, Patel Ishwarbhai Valji and Patel Jayantibhai Valji in favour of Mr. Jignesh Kumar Vinodchandra Shah Authorized Signatory of Man Industries.
2. Original Registration Receipt and Index-II of Sale Deed No.11124 of 2021.
3. Original Registered Sale Deed bearing Registration No.2412 of 2022 Executed by and between namely Patidar Ambalal Valji, Patel Ishwarbhai Valji and Patel Jayantibhai Valji in favour of Mr. Jignesh Kumar Vinodchandra Shah Authorized Signatory of Man Industries.
4. Original Registration Receipt and Index-II of Sale Deed No.2412 of 2022.
5. Copy of order of Collector of Kutch vide its order bearing reference No. 1545/01/04/053/2021 dated 18.11.2021 issued the permission for bonafide Industrial Purpose.
6. Copy of Permission of Non Agricultural Land for Industrial Purpose.
7. Copy of Public Notice dated 18/11/2021.
8. Village Form Nos.6 & 8 and 7/12 Extract of Village Khedoi Taluka Anjar District Kutchh.
9. Fresh Certificate of Incorporation Consequent on Change of Name From Man Aluminium Limited to Man Industries (India) Ltd.
10. Copy of Latest Tax Receipts/Vera Bill/Light Bill.
11. Copy of Incorporation Certificate.
12. N.A. Order.

DATE: 21.03.2023

PLACE: SURAT




FOR PRANAY RAMKUMAR RAJPUT
Pranay Ramkumar Rajput
B.S.L., L.L.B., C.L.M. (U.K)
Advocate
C-727, International Trade Centre,
Majuregate, Ring Road, Surat-395002

ANNEXURE-C

(CHAIN OF TITLE)



ALL THAT PIECE AND PARCAL OF IMMMOVABLE PROPERTY NON AGRICULUTURAL LAND BEARING REVENUE SURVEY NO.471/1, ADMEASURING TOTAL HECTARE : 3-23-75, ACRES: 8.00 SITUATED AT MOJE: KHEDOJ, TALUKA: ANJAR, SUB-REGISTRATION DISTRICT: ANJAR, REGISTRATION DISTRICT-KUTCH. (HEREINAFTER REFERRED TO AS "THE SCHEDULE PROPERTY")

As per the documents provided to us and as per the records available in revenue department, the schedule land bearing **SURVEY NO. 471/1** admeasuring Acre 8.00 which is known as "Kharo" and situated at Moje Khedoi in Taluka Anjar of District Kutch (hereinafter referred to as the schedule land in the present TSR) was under the ownership and possession of Patidar Valji Hirji. Mutation entry to this effect is mutated in the Revenue Department vide Entry No. 443. Since then Patidar Valji Hirji became the lawful owner of the schedule land.

It transpires from the revenue records that Mr.Patidar Valji Hirji has availed certain financial assistance from Bank of Baroda and accordingly mortgaged the Schedule Land and has repaid the said Loan Amount availed from Bank of Baroda. Mutation entry to this effect is mutated in the Revenue Department vide Entry No.2269, which was certified later on.

That the said owner namely Patidar Valji Hiraji has added the names of his three sons namely (1) Patidar Ambalal Valji (2) Patel Ishwarbhai Valji and (3) Patel Jayantibhai Valji. Mutation entry to this effect is mutated in the Revenue Department vide Entry No.4527, which was certified later on.

Thereafter the said co-owner namely Patidar Valji Hiraji has relinquished his ownership rights in the Schedule Land in favour of three Co-owners namely (1) Patidar Ambalal Valji (2) Patel Ishwarbhai Valji and (3) Patel Jayantibhai Valji. Mutation entry to this effect is mutated in the Revenue Department vide entry No.5393 which was certified later on. Since then (1) Patidar Ambalal Valji (2)

Patel Ishwarbhai Valji and (3) Patel Jayantibhai Valji became the lawful owner of the schedule land.

Thereafter the said co-owners namely Patidar Ambalal Valji, Patel Ishwarbhai Valji and Patel Jayantibhai Valji has sold and conveyed the schedule land to Mr. Jignesh Kumar Vinodchandra Shah Authorized Signatory of Man Industries by executing a registered sale deed bearing registration no.2412 of 2022. Since then Man Industries (India) Ltd became the lawful owner of the schedule land.

Thereafter the said owners namely Man Industries has availed permission for use of said Agricultural Land as Non Agricultural Land for bonafide industrial purpose as required under section 65-B of the Bombay Land Revenue code, 1879 from the competent authority being Collector of Kutch and the said Competent Authority i.e. Collector of Kutch vide its order bearing reference No. 1545/01/04/053/2021 dated 18.11.2021 has issued the said permission for bonafide Industrial Purpose. Mutation entry to this effect is mutated in the Revenue Department vide Entry No.5901, which was certified later on.

On search and investigation of the land in question from the record of Sub Registrar for last 30 years, and as per the non-encumbrance's certificate issued by the Sub Registrar, no charge lien and encumbrances are found on the record of rights. Title of the schedule property is clear and marketable.



Annexure-1
CERTIFICATE OF TITLE



1. We have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered 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 Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and We further certify that;
2. We 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. We confirm having made a search in the Land/ Revenue records. We 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). We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable/responsible, if any loss is caused to the Bank due to negligence on our part or by our 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), we 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 from **2007 to 2023** to pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all Encumbrances with Ownership Rights.
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. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s. Man Industries (India) Ltd.**
8. We certify that **M/s. Director of Man Industries (India) Ltd** has and absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
9. 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:

- Original Registered Sale Deed bearing Registration No.2412 of 2022 Executed by and between namely Patidar Ambalal Valji, Patel Ishwarbhai Valji and Patel Jayantibhai Valji in favour of Mr. Jignesh Kumar Vinodchandra Shah Authorized Signatory of Man Industries.
- Original Registration Receipt and Index-II of Sale Deed No. 2412 of 2022.
- Copy of order of Collector of Kutch vide its order bearing reference No. 1545/01/04/053/2021 dated 18.11.2021 has issued the permission for bonafide Industrial Purpose.
- Copy of Public Notice dated 18/11/2021.
- Village form No.6 & 8 and 7/12 Extract Village Khedoi Taluka Anjar District Kutchh.
- Copy of Latest Tax Receipts/Vera Bill/Light Bill.
- Copy of Incorporation Certificate.
- N.A. Order.

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

It is certified that property is SARFAESI compliant

DATE: 21.03.2023

PLACE: SURAT



A handwritten signature in blue ink, appearing to read "Pranay R. Rajput".

FOR PRANAY RAMKUMAR RAJPUT

Pranay Ramkumar Rajput
B.S.L., L.L.B., C.L.M. (U.K)
Advocate

C-727, International Trade Centre,
Majuragate, Ring Road, Surat-395002

DISCLAIMER

The legal scrutiny report has been prepared on the basis of scrutiny, examination, verification, declaration and analysis of the documents and material information (written/verbal) supplied by client and bonafide believed to be true by us, as per the laws applicable to the property in question and we do not accept any liability arising out of loss suffered by the client or otherwise on account of any documents or information and/or declaration supplied turns out to be false or fraudulent or if any material document or information has been deliberately or negligently withheld.

