



C-21

P.2

Wine mls.

Date 28.4.17

To

The Chief Manager,
State Bank of India,
Pallipalayam Branch,
Pallipalayam.

Dear Sir / Madam,

Sub: Legal Opinion regarding title of
M/s. KPN Textiles Mills Ltd.,

Unit Name: M/s. KPN Textiles Mills Ltd.,

Ref: Your instruction Mortgage Loan No.: Nil dt: Nil

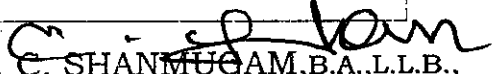
Annexure - B: Report of Investigation of Title in respect of immovable Property

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

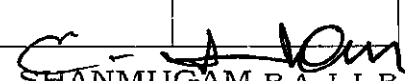
1.	a)	Name of the Branch / Business Unit / Office seeking opinion.	State Bank of India, Pallipalayam Branch, Pallipalayam.
	b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded/	Referred by the Branch Directly
	c)	Name of the Borrower / Title Holder	M/s. KPN Textiles Mills Ltd.,
2)	a)	Name of the unit / concern / company / person offering the property / (ies) as security	M/s. KPN Textiles Mills Ltd.,
	b)	Constitution of the unit/ concern/ person /body/ authority offering the property for creation of charge.	Ltd Company
	c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower

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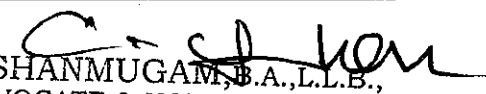
3	Complete or full description of the immovable property / (ies) offered as security including the following details.		
	a)	Survey No.	Old S.No.403,404 Re.S.No.609/7
	b)	Door / House No. (in case of house property)	
	c)	Extent / area including plinth/ built up area in case of house property	2.00 acre
	d)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries:	
	<p>Erode Registration District, Dharapuram Sub Registration District,Dharapuram Taluk, Tiruppur District, Sirukinar village, old survey NO. 403,404 for the Re.S.No.609/7 extent 4.69 dry acre equalent to dry hectare 1.90.0 in this dry acres 2.00, dry hectare 0.81.0 under the following boundaries:-</p> <p>North by Land in S.F.No.609/4 and 609/6 and the remaining land in S.F.No.609/7, South by Land in S.F.No.604 & 605, East by Remaining land in S.F.No. 609/7, West by Land in S.F.NO.609/4 & 609/5 with all right to use all common usual pathways etc.,</p> <p>Total extent 2.00 acres.</p>		
4	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.		


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Sl. No.	Date	Name / Nature of the Document	Original / Certified Copy / certified extract / photocopy, etc.
1	20.06.1920	Registered Partition deed among Palani Gounder Subaraya Gounder, Muthusamy Gounder doc.no. 1984/1920, SRO, Dharapuram	Regn Copy
2	06.12.2010	Registered Lease Deed in favour of M/s.Gameasa Wind Turbines Private Limited by its authorized officer K.R.Senthilvelavan executed by K.Palanisamy doc.no. 1390/2010, SRO, Dharapuram	Original
3	22.07.2011	Registered sale deed infavour of M/s.Balaji ^{WIND} Tech by its Managing Partner M.Ganesan executed by Kaliasammal, W/o.Late.Kuppusamy Gounder and her son S.K.Palanisamy for himself and on behalf of his minor daughter Jeyanthi aged about 16 years and minor son Nithishkumar aged about 6 years and major daughter Selvapriya doc.no. 8286/2011, SRO, Dharapuram	Original
4	15.11.2011	Registered Release deed infavour of Managing Partner M.Ganesan executed by Selvi, D/o.Late.Kuppusamy Gounder, Jegadeesh grandson of Late.Kuppusamy Gounder doc.no.12584/2011, SRO, Dharapuram	Original
5	04.06.2012	Registered sale deed infavour of M/s.K.P.N.Textile Mills Limited represented by its Managing Director Mr.P.C.Murugesan executed by M/s.Sri Balaji Tech by its Managing Partner M.Ganesan doc.no. 4778/2012, SRO, Dharapuram	Original
6	04.06.2012	Registered sale deed infavour of M/s.K.P.N.Textile Mills Limited represented by its Managing Director Mr.P.C.Murugesan executed by M/s.Sri Balaji Tech by its Managing Partner M.Ganesan doc.no. 4778/2012, SRO, Dharapuram	Certified copy
7	18.06.2012	Registered surrender of lease deed infavour of K.Palanisamy executed by M/s.Gameasa wind Turbines Private Limited by its authorized officer K.R.Senthilvelavan doc.no. 5146/2012, SRO, Dharapuram	Original


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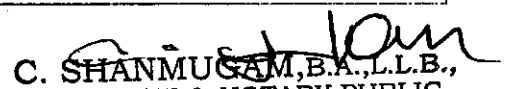
8	20.06.2012	Registered lease deed infavour of T.Balasubramaniam executed by K.Nallasamy and K.Senapathy, sons of late.Kuppusamy Gounder doc.no. 5200/2012 SRO, Dharapuram	Original
9	17.08.2012	Registered Surrender of lease deed infavour of K.Nallasamy and K.Senapathy executed by T.Balasubramaniam doc.no. 6658/2012	Original
10	30.08.2012	Registered consent deed infavour of M/s.Sri Balaji Tech by its Managing Partner M.Ganesan executed by K.Nallasamy and K.Senapathy, sons of Late.Kuppusamy Gounder doc.no. 6851/2012 SRO, Dharapuram	Original
11	31.08.2012	Certificate of Death confirmation of Palanigounder @Palanisamy Gounder, S/o.Kumarasamy Gounder by the Village Administrative officer of 25 Sirukinar.	Original
12	22.07.2011	Unregistered undertaking affidavit infavour of M/s.Sri Balaji Tech by its Managing Partner M.Ganesan executed by S.K.Palanisamy for himself and onbehalf of his minor daughter Jeyanthi aged about 16 years and minor son Nithishkumar aged 6 years.	Photocopy
13	30.11.2010	Death Certificate of Kuppusamy	Photocopy
14	22.06.2011	Deposit Receipt for Rs.18,187.00 in the name of Minor P.Jeyanthi issued by City Union Bank, Dharapuram	Photocopy
15	22.06.2011	Deposit Receipt for Rs.39,305.00 in the name of Minor P.Nithishkumar issued by City Union Bank, Dharapuram.	Photo copy
16	17.09.2012	Kist Receipt in the name of P.C.Murugesan	Original
17	14.10.2012	VAO Certificate in the name of P.C.Murugesan	Original
18	20.09.2012	Patta No.102 in the name of M/s.K.P.N. Textile Mills Limited rep.by its Managing director	True copy
19	20.09.2012	A-Register in the name of M/s.K.P.N. Textile Mills Limited rep.by its Managing director	True copy
20		Topo Sketch	Photo copy


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21	19.01.2011	E.C.No.488/2011 for the period from 01.09.1987 to 17.01.2011	Original
22	30.04.2012	E.C.No.4083/2012 for the period from 17.01.2011 to 27.04.2012	Original
23	03.09.2012	E.C.No.8911/2012 for the period from 01.01.2010 to 02.09.2012	Original
24.	29.03.2013	E.C.No.3295/2013 for the period from 01.01.2012 to 26.03.2013	Original
25.	27.04.2017	EC for the period from 01.01.2011 to 26.04.2017	Download copy
5)	Whether certified copy of all title documents are obtained from the relevant sub-register 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.)		Certified copy of the title deed is compared with the original title deed.
6)	a)	Whether the records of register office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Not available
	b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Not available
	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?	Not available
7)	a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	Dharapuram Sub registration office, Erode District Registration office.
	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?	Not possible, now
	c)	Whether search has been made at all the offices named at (b) above?	Doesn't arise


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	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?	Doesn't arise
8)	<p>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.</p> <p>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)</p> <p style="text-align: center;">*****</p> <p>The schedule property is an extent of 2.00 dry acre lies in Sirukinar Village, Dharapuram Taluk, Tiruppur District. The schedule property and other properties previously belonged to Palanigounder, Subburaya gounder and Muthusamy gounder as their ancestral property. They enjoyed in common. They also have some own self acquired properties. Both the properties they enjoyed in common till the year 1920. Subsequently the entire into a partition to divide the properties under the registered partition deed dated 20.06.1920 doc.no.1984/1920, SRO, Dharapuram the same is listed as doc.no.1. In the said partition deed 'A' schedule properties were allotted to Palani gounder and his family. The properties delivered possession and he enjoyed the said property as a separate property of him. The abovesaid Palanigounder died intestate leaving behind his only son as his legal heirs and he succeed the said 'A' schedule property. Subsequently Palanigounder son Kuppusamy also died leaving behind his wife Kaliammal, son Palanisamy as his legal heirs and they are succeeding the estate of the abovesaid property.</p>	


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The abovesaid Kaliyammal and her son S.K.Palanisamy and his minor daughter Jayanthi and minor son Nithishkumar and his Major Daughter Selvapriya the minors rep.by their father guardian S.K.Palanisamy, jointly sold the said family property to M/s.Sri Balaji Wind Tech rep.by managing parter M.Ganesan under the registered sale deed dated 22.07.2011 doc.no.8286/2011, SRO, Dharapuram, the same is listed as doc.no.3. The abovesaid minors after becoming major and executed a registered release deed infavour of the abovesaid firm under the registered release deed dated 15.11.2011, SRO,Dharapuram the same is listed as doc.no.4.

Previously the abovesaid S.K.Palanisamy had executed a registered lease deed infavour of M/s.Gamesa wind turbines pvt.ltd by its rep.by K.R.Senthilvelavan under the registered lease deed dated 06.12.2010, doc.no.1390/2010, SRO,Dharapuram the same is listed as doc.no.2.

Subsequently the abovesaid lease hold right belong to the M/s.Gamesa wind turbines pvt.ltd by its rep.by K.R.Senthilvelavan also surrender the said lease to the landlord S.K.Palanisamy under the registered surrender of lease deed dated 18.06.2012, doc.no.5146/2012, SRO,Dharapuram the same is listed as doc.no.7.

The another portion of the schedule property also enjoyed by the K.Nallasamy and K.Senapathy sons of Kuppusamy gounder also leased out their property to T.Balasubramaniam under the registered lease deed dated 20.06.2012, doc.no. 5200/2012 SRO,Dharapuram the same is listed as doc.no.8.

The abovesaid lease holder T.Balasubramaniam also executed to surrender the lease deed to K.Nallasamy and Senapathy under the registered surrender of lease deed dated 17.08.2012 doc.no.6658/2012, SRO,Dharapuram the same is listed as doc.no.9.


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Subsequent to that the abovesaid Nallasamy and Senapathy also executed land a concerned deed infavour of M/s.Sri Balaji Wind Tech by its managing partner M.Ganesan under the registered concerned deed 30.08.2012, doc.no.6851/2012, SRO,Dharapuram the same is listed as doc.no.10.

The abovesaid M/s.Sri Balaji wind tech by its managing partner M.Ganesan had also sold the schedule property to the applicant borrower M/s.KPN Textile Mills Limited by its managing director P.C.Murugesan under the registered sale deed dated 04.06.2012 doc.no. 4778/2012, SRO,Dharapuram the same is listed as doc.no.5.

The abovesaid present title holder **M/s.KPN Textiles Mills Limited** having valid title and possession enjoyment over the schedule property and also competent to create mortgage, offered security to the bank and also the above said property belong to the above said borrower has liable to enforceable under debt recovery laws including Sarfaesi Act. (Securitization and reconstruction of financial assets and enforcement of security Interest act, 2002).

EVIDENCE OF POSSESSION:

The present title holder **M/s.KPN Textiles Mills Limited** having a valid title and possession of the scheduled property the documents no. 16 to 20 supported for possession like patta, VAO Certificate for possession, Kist receipt, 'A' register extract, Topo Sketch are delivered to disclosed that the present title holder having possession. Therefore, the above person is having the valid possession and enjoyment of the schedule property.


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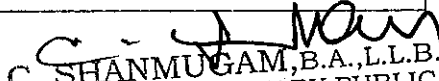
ENCUMBRANCES, IF ANY:

The Five Encumbrance Certificates [Serialized under Doc.No. 21 to 25] produced and listed out above for the period from 01.01.1987 to 26.04.2017 do not disclose any subsisting encumbrances over The subject matter of property is free from encumbrances for the said period. Hence, the property described in the schedule free from encumbrances.


FINAL INFERENCE:

Therefore, after elaborate perusal of all the documents referred to above, I am of the opinion that the **M/s.KPN Textiles Mills Limited** have got absolute, clear, good, valid and marketable title to the property described in schedule above and the same is free from encumbrances. The mortgage already registered by way of deposit of title deed in doc.no. MOD 273/2014 dated 29.01.2014, SRO, Pallipalayam. Therefore the mortgage is valid.

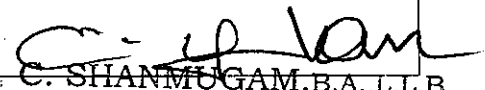
9.	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or I am Holder or Govt. Grantee / Allottee etc.)	Full Ownership Rights, Title is clear as per the documents furnished before me.
10.	If leasehold, whether;	Not applicable
	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


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	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;		Not applicable
	grant / agreement et. provides for alienable rights to the mortgagor with or without conditions,		Not applicable
	the mortgagor is competent to create charge on such property,		Not applicable
	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;		
	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
	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


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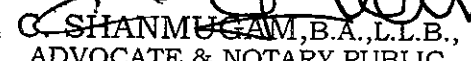
	e)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
16.		Whether the title documents include any testamentary documents / wills?	Not applicable
	a)	In case of wills, 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? (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
17	a)	Whether the property is subject to any wakf rights?	Not applicable
	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


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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
	c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Available
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


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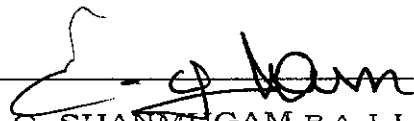
22	a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	Not applicable
	b)	Whether any search / enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.	Not applicable
23	a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO litigation is pending against the schedule mentioned property
	b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	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.	Doesn't arise
24	a)	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	Not applicable
	b)	Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	c)	Whether the person creating mortgages 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, authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Register (ROC), Articles of Association / provision for common seal etc.	Not applicable


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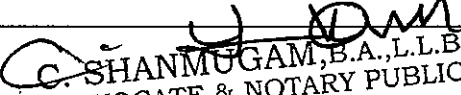
26		In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be create, and the requisite resolutions, bye-laws.	Not applicable
27	a)	Whether any POA is involved in the chain of title?	Not applicable
	b)	Whether the POA involved is one couples with interest, 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 infavour 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	Not applicable
		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) of(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.	No
	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?	Not applicable
	ii)	Whether the POA is a registered one?	Not applicable
	iii)	Whether the POA is a special or general one?	Not applicable


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	iv)	Whether the POA contains a specific authority for execution of the 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:	Not applicable
	a)	Promoter's / Land owner's title to the land / building;	Not applicable
	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


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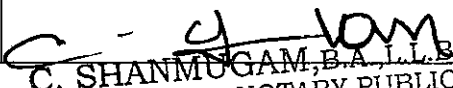
	i)	Conveyance in favour of Society / Condominium concerned;	Not applicable
	j)	Occupancy Certificate / allotment letter / letter of possession;	Not applicable
	k)	Membership details in the Society etc.;	Not applicable
	l)	Share Certificates;	Not applicable
	m)	No Objection letter from the Society;	Not 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
	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.	No Encumbrance
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.	01.01.1987 to 26.04.2017
32		Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Not applicable
33	a)	Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable


C. SHANMUGAM, B.A., L.L.B.,
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 Opp. District Court, ERODE - 638 011.

	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	Mutation effected
35		Whether the name of mortgagor is reflected as owner in the revenue/Municipal / Village records?	Not applicable
36	a)	Whether the property offered as security is clearly demarcated?	Yes, clearly demarcated and as clear assess as per documents (Refer valuation report also)
	b)	Whether the demarcation / partition of the property is legally valid?	Not applicable
	c)	Whether the property has clear access as per documents?	Not applicable
37		Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	Not applicable
	a)	Document in relation to electricity connection;	Not applicable
	b)	Document in relation to water connection;	Not applicable
	c)	Document in relation to Sales Tax Registration, if any applicable;	Not applicable
	d)	Other utility bills, if any.	Not applicable
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 on the same.	Not applicable
39		If the valuation report and/or approved/sanctioned plans are made available, please comment on the description and boundaries of the property on the said document and that in the title deeds.	Not applicable
		(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.)	Not applicable
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.	Not applicable

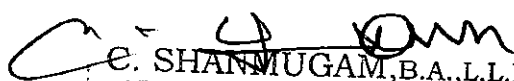

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41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes Enforceable
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and 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
43	Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation 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.	Not applicable
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Not applicable
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage	M/s.KPN Textiles Mills Limited


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Annexure – C: Certificate of title

1. 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 from 01.01.1987 to 26.04.2017 pertaining to the Immovable Property / (ies) covered by above said Title Deeds, The property is free from all Encumbrances except the previous mortgage to State Bank of India, Erode Pallipalayam SME Branch.
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).

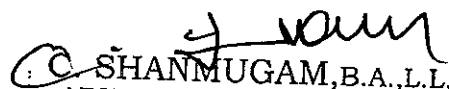

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Opp. District Court, ERODE - 638 011.

7. Minor(s) and his / their interest in the property / (ies) is to the extent of **M/s.KPN Textiles Mills Limited** (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 Borrower, **M/s.KPN Textiles Mills Limited**
9. I certify that **M/s.KPN Textiles Mills Limited** 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:

Sl. No.	Date	Name / Nature of the Document	Original / Certified Copy / certified extract / photocopy, etc.
1	20.06.1920	Registered Partition deed among Palani Gounder Subaraya Gounder, Muthusamy Gounder doc.no. 1984/1920, SRO, Dharapuram	Regn Copy
2	06.12.2010	Registered Lease Deed in favour of M/s.Gamesa Wind Turbines Private Limited by its authorized officer K.R.Senthilvelavan executed by K.Palanisamy doc.no. 1390/2010, SRO, Dharapuram	Original
3	22.07.2011	Registered sale deed infavour of M/s.Balaji Tech by its Managing Partner M.Ganesan executed by Kaliasammal, W/o.Late.Kuppusamy Gounder and her son S.K.Palanisamy for himself and on behalf of his minor daughter Jeyanthi aged about 16 years and minor son Nithishkumar aged about 6 years and major daughter Selvapriya doc.no. 8286/2011, SRO, Dharapuram	Original
4	15.11.2011	Registered Release deed infavour of Managing Partner M.Ganesan executed by Selvi, D/o.Late.Kuppusamy Gounder, Jegadeesh grandson of Late.Kuppusamy Gounder doc.no.12584/2011, SRO, Dharapuram	Original


C. SHANMUGAM, B.A., L.L.B.,
ADVOCATE & NOTARY PUBLIC
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No.2, Law Chambers
Opp. District Court, ERODE - 638 011.

5	04.06.2012	Registered sale deed infavour of M/s.K.P.N.Textile Mills Limited represented by its Managing Director Mr.P.C.Murugesan executed by M/s.Sri Balaji Tech by its Managing Partner M.Ganesan doc.no. 4778/2012, SRO, Dharapuram	Original
6	04.06.2012	Registered sale deed infavour of M/s.K.P.N.Textile Mills Limited represented by its Managing Director Mr.P.C.Murugesan executed by M/s.Sri Balaji Tech by its Managing Partner M.Ganesan doc.no. 4778/2012, SRO, Dharapuram	Certified copy
7	18.06.2012	Registered surrender of lease deed infavour of K.Palanisamy executed by M/s.Gameasa wind Turbines Private Limited by its authorized officer K.R.Senthilvelavan doc.no. 5146/2012, SRO, Dharapuram	Original
8	20.06.2012	Registered lease deed infavour of T.Balasubramaniam executed by K.Nallasamy and K.Senapathy, sons of late.Kuppusamy Gounder doc.no. 5200/2012 SRO, Dharapuram	Original
9	17.08.2012	Registered Surrender of lease deed infavour of K.Nallasamy and K.Senapathy executed by T.Balasubramaniam doc.no. 6658/2012	Original
10	30.08.2012	Registered consent deed infavour of M/s.Sri Balaji Tech by its Managing Partner M.Ganesan executed by K.Nallasamy and K.Senapathy, sons of Late.Kuppusamy Gounder doc.no. 6851/2012 SRO, Dharapuram	Original
11	31.08.2012	Certificate of Death confirmation of Palanigounder @Palanisamy Gounder, S/o.Kumarasamy Gounder by the Village Administrative officer of 25 Sirukinar.	Original
12	22.07.2011	Unregistered undertaking affidavit infavour of M/s.Sri Balaji Tech by its Managing Partner M.Ganesan executed by S.K.Palanisamy for himself and onbehalf of his minor daughter Jeyanthi aged about 16 years and minor son Nithishkumar aged 6 years.	Photocopy
13	30.11.2010	Death Certificate of Kuppusamy	Photocopy
14	22.06.2011	Deposit Receipt for Rs.18,187.00 in the name of Minor P.Jeyanthi issued by City Union Bank, Dharapuram	Photocopy


SHANMUGAM, B.A., L.L.B.,
ADVOCATE & NOTARY PUBLIC
PANEL LAWYER
No.2, Law Chambers
Opp. District Court, ERODE - 638 011.

15	22.06.2011	Deposit Receipt for Rs.39,305.00 in the name of Minor P.Nithishkumar issued by City Union Bank, Dharapuram.	Photo copy
16	17.09.2012	Kist Receipt in the name of P.C.Murugesan	Original
17	14.10.2012	VAO Certificate in the name of P.C.Murugesan	Original
18	20.09.2012	Patta No.102 in the name of M/s.K.P.N. Textile Mills Limited rep.by its Managing director	True copy
19	20.09.2012	A-Register in the name of M/s.K.P.N. Textile Mills Limited rep.by its Managing director	True copy
20		Topo Sketch	Photo copy
21	19.01.2011	E.C.No.488/2011 for the period from 01.09.1987 to 17.01.2011	Original
22	30.04.2012	E.C.No.4083/2012 for the period from 17.01.2011 to 27.04.2012	Original
23	03.09.2012	E.C.No.8911/2012 for the period from 01.01.2010 to 02.09.2012	Original
24.	29.03.2013	E.C.No.3295/2013 for the period from 01.01.2012 to 26.03.2013	Original
25.	27.04.2017	EC for the period from 01.01.2011 to 26.04.2017	Download copy


To be obtained

I. Original Encumbrance Certificate from 26.04.2017 to till the date of mortgage and also to applicant's are directed to produce the revenue records like house tax receipt, patta.

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

SCHEDULE OF PROPERTY (IES)

Erode Registration District, Dharapuram Sub Registration District,Dharapuram Taluk, Tiruppur District, Sirukinar village, old survey NO. 403,404 for the Re.S.No.609/7 extent 4.69 dry acre equalent to dry hectare 1.90.0 in this dry acres 2.00, dry hectare 0.81.0 under the following boundaries:-


C. SHANMUGAM, B.A., L.L.B.,
ADVOCATE & NOTARY PUBLIC
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Opp. District Court, ERODE - 638 011.

North by Land in S.F.No.609/4 and 609/6 and the remaining land in S.F.No.609/7, South by Land in S.F.No.604 & 605, East by Remaining land in S.F.No. 609/7, West by Land in S.F.NO.609/4 & 609/5 with all right to use all common usual pathways etc.,

Total extent 2.00 acres.

Annexure – C1: Certificate of title on the Basis of Certified copies of the Title Deeds

I have examined the Certified copies of Original Title Deeds intended to be deposited relating to the schedule property/(ies) to be and offered as security by way of **Equitable Mortgage** and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of right, title and interest and that the said Registered / Equitable Mortgage is created on production of original title deeds, There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

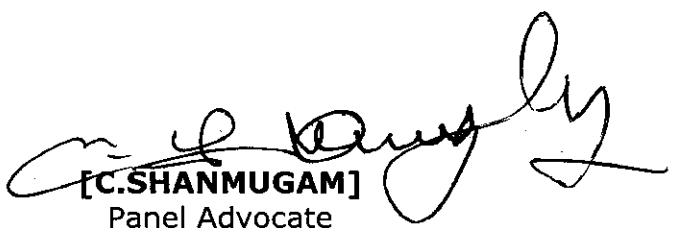
SCHEDULE OF PROPERTY (IES)

Erode Registration District, Dharapuram Sub Registration District, Dharapuram Taluk, Tiruppur District, Sirukinar village, old survey NO. 403,404 for the Re.S.No.609/7 extent 4.69 dry acre equalent to dry hectare 1.90.0 in this dry acres 2.00, dry hectare 0.81.0 under the following boundaries:-

North by Land in S.F.No.609/4 and 609/6 and the remaining land in S.F.No.609/7, South by Land in S.F.No.604 & 605, East by Remaining land in S.F.No. 609/7, West by Land in S.F.NO.609/4 & 609/5 with all right to use all common usual pathways etc.,

Total extent 2.00 acres.

Date : 26-4-17
Place : Erode


[C.SHANMUGAM]
Panel Advocate
Bar Council Enroll No. 244/1989

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Opp. District Court, ERODE - 638 011.

Annexure – E: Checklist for scrutiny of TIR by the branches / operating units

The officials scrutinizing the TIR need to verify and examine each and every columns / paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower *m/s KPN Textiles mills Ltd.*

Name of the Advocate Submitted the TIR *C. Shanmugam*

Number & Date of TIR *: 26.4.17*

Short description of the property covered by TIR *: 403, 404 & P.S. no 609/7*

S. No.	Details	Y/N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	<i>Yes</i>
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	<i>Yes</i>
3.	Whether the TIR by the advocate is unconditional?	<i>Yes</i>
4.	If the TIR has any conditions, whether the same are complied with?	<i>NA</i>
5.	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	<i>Yes</i>
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered / unattached?	<i>Yes</i>
7.	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	<i>Yes</i>
8.	As per the TIR whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	<i>N</i>
9.	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	<i>N</i>

10.	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Yes
11.	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents, convey clear, Absolute and marketable Title and are sufficient for creation of a valid Mortgage?	Yes
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Officer of Sub-Registrar(s) along with the TIR?	Yes
14.	Whether the property particulars mentioned in the Title Deed (Sale Deed/Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Yes
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes
16.	In respect of loans of Rs.1.00 crore and above:	Yes
a.	Whether search of title / encumbrance was made by the advocate for a period of not less than 30 years?	Yes
b.	Whether satisfactory search report (TIR) is obtained from town panel advocates?	Yes
17.	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained / got examined?	No
18.a.	Findings, if any in respect of the property offered as the security in the valuation report?	No
b.	Whether there is any inconsistency in the TIR and valuation report in respect of the property?	

	CSO/Field Officer / Authorised Officer	Relationship Manager / Branch Head / Unit head
Signature		
Name		
Designation		
Branch / Unit		
Date of scrutiny		

Annexure – F: Checklist on identification and physical verification of the property (Physical verification of the properties mortgaged to the Bank must be meticulously followed in case of all loans)

Name of the Branch / Business Unit :

Name(s) of the Inspecting Officials :1.

2.

S. No.	Parameters	Details	Checked (Y or N)	CSO / Field Officer / Authorised Officer	Relationship Manager / Branch Head / Unit Head
1.	Name of the title holder of the property (ies)	M/s. KPN Textiles Mills Ltd.,			
2.	Whether Borrower/s or Guarantor/s	Guarantors			
3.	Constitution of the Borrower/s or Guarantor/s	Guarantors			
4.	Description of documents scrutinized	Sale deed doc.no. 4778/2012, SRO, Dharapuram 04.06.2012			
5.	Description of property / Properties (Address)	Sirukinar Village			
	Survey / Door No.	Old S.No.403,404 Re.S.No.609/7			
	Extent	2.00 acre			