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**ADVOCATE**

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**TITLE SEARCH REPORT**

Ref No. \_\_\_\_\_

Date : 16.06.2018

To  
The Branch Manager,  
LAKSHMI VILAS BANK,  
Pallipalayam Branch.

**1. DETAILS OF THE BORROWER / MORTGAGOR:-**

A	Name of The Borrower	M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED.
B	Constitution of The Borrower (Firm/Company/Trust, etc.).	PRIVATE LIMITED COMPANY
C	Address of the Borrower	M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED, 4, Tiruchengode Road (East), Pallipalayam, Erode - 638 006.
D	Name of the Mortgagor	M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED
E	Constitution of the Mortgagors (Individual / Firm / Company, etc.)	PRIVATE LIMITED COMPANY
F	Address of the Mortgagor:	4, Tiruchengode Road (East), Pallipalayam, Erode - 638 006.

**2. DESCRIPTION OF THE DOCUMENTS VERIFIED / SCRUTINIZED :-**

Sl. No.	Date of Documents	Particulars of Document	Original / Certified Photocopy / True copy
1	01.06.2012	Memorandum and Articles of Association of M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED.	Printed Matter
2		List of Present Directors of M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED.	Original



18	18.05.2018	Possession Certificate issued by V.A.O. of Samugarenapuram.	Original
19	11.05.2018	Mortgage Loan Discharge Receipt executed by the Secretary of Naanguneri Primary Co.op. Agricultural and Rural Development Bank in favour of Pauldurai and Sollamadan. ( Document No.1608 of 2018 )	Original
20	20.03.2018	Registered Lease Deed entered into between by M/s.Para Enterprises (P) Ltd Rep.by its Authorised Signatory V.M.Mathavan and M/s.Sree Ayyanar Spinning and Weaving Mills Private Limited Rep.by N.Selvaraj. ( Document No.939 of 2018 )	Photo Copy
21	17.05.2018	Registered Deed of Cancellation of Lease Deed executed by M/s.Para Enterprises (P) Ltd Rep.by its Authorised Signatory R.Nandhakumar M/s.Sree Ayyanar Spinning and Weaving Mills Private Limited Rep.by N.Muthukumar. ( Document No.1705 of 2018 )	Original
22	09.03.2018	E.C. No.877 for the period from 01.01.1975 to 08.03.2018.	Original
23	05.06.2018	E.C. No.1970 for the period from 01.01.2018 to 04.06.2018.	Original

**3. \* FULL / CORRECT DESCRIPTION OF THE PROPERTIES TO BE MORTGAGED:-**

Survey / Boor Patta / Khata.No	S.F. Nos.543/2 and 560 Patta No.227.		
Plot No..... / Flat No.....	---		
Measurement / Extent of property	1.80 Acres (1.00 + 0.80) with all easement rights.		
Location / Land-marks / name of the area. Mohalla (It should give clear	Kumbikulam Village, Kumbikulam Panchayat, Radhapuram Taluk, Thirunelveli District.		
City / District	Thirunelveli		
Registered Sale Deed dated 17.05.2018 – Document No.1707 of 2018			
Item No.1 Property – Re.S.F. No.543/2 ( Part ) – Extent 1.00 Acre.			
East by	West by	South by	North by
Re.S.F. Nos.560 and 568.	Re.S.F. No.543/2 ( Part )	Re.S.F. No.542	Re.S.F. No.545.
Item No.2 Property – Re.S.F. No.560 ( Part ) – Extent 0.80 Acre			
East by	West by	South by	North by
Re.S.F. No.560 ( Part )	Re.S.F.No.543.	Re.S.F. Nos.568 & 567.	Re.S.F. No.560 ( Part )
TOTAL EXTENT ( Item Nos.1 and 2 )		1.80 Acres ( 1.00 + 0.80 ) with all easement rights.	
Type of property (Residential Building or Plot / Commercial Building or Plot / Industrial Shed or		Vacant Land.	
Whether the property to be mortgaged is land locked and is accessible.			



The property owner declares that the properties offered as security are not an Agricultural Land but dry vacant lands and further declares that it is not intended to be put to agricultural use either at present or in future.

#### **4. FLOW OF TITLE:-**

Search carried out for last 30 Years :

( Enter whether 30 years ). In case of any doubt, search is to be carried out for 30 years. It may be examined/mentioned how the Mortgagor acquired the title, what are the parent documents/link documents, how the vendor acquired the property, etc. )

#### **DETAILS AND CONSTITUTION OF THE LOAN APPLICANT**

##### **a. DOCUMENT No.1 – MEMORANDUM AND ARTICLES OF ASSOCIATION OF M/s.SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED :**

The Loan Applicant Company is a Private Limited Company, known as M/s. SRI JAYA MAARUTHI YARN (INDIAA) PRIVATE LIMITED duly incorporated on 07.06.2012 by the Registrar of Companies under the Companies Act, 2013.

I have perused the Memorandum and Articles of Association. It is seen from Clause 39 (ii) of the Articles of Association that

1. M.BASKARAN  
S/o. M.Murugesan
2. V.SURESHKUMAR  
S/o. S.Visvanathan
3. V.P.GANESAN  
S/o. Pongianna Gounder
4. K.VENKATESAN  
S/o. P.Kandasamy
5. R.G.PERIAYASAMY  
S/o. Gurusamy

are the First Directors of the Company from the date of incorporation.

As per Clause 48 ( ix ) the Managing Director or Executive Director shall have power to borrow from time to time such sums of money for the purpose of the Company upon such terms as may be expedient and with or without security.

As per Clause 50 of Articles of Association the Managing Director or such other Director of the Company so authorized by the Board is empowered to affix the Common Seal to any instrument and sign every instrument to which the Seal of the Company is so affixed in his presence.



b. **DOCUMENT No.2** is the LIST OF PRESENT DIRECTORS of M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED, who are as follows.

1. **M.BASKARAN**  
S/o. M.Murugesan
2. **V.SURESHKUMAR**  
S/o. S.Visvanathan
3. **V.P.GANESAN**  
S/o. Pongrama Gounder
4. **K.VENKATESAN**  
S/o. P.Kandasamy
5. **R.G.PERIAYASAMY**  
S/o. Gunusamy

c. **DOCUMENT No.3 – REGISTERED SALE DEED DATED 06.08.1963 :**

A portion of the property now offered as security and other adjacent properties were originally belonged to A.Veera Reddiyar. It was his self acquired properties. The said A.Veera Reddiyar has sold his property admeasuring 1.16 Acres comprised in S.Nos.541, 542 and 543 for Rs.200/- to A.Lakshmana Nadar under Sale Deed dated 06.08.1963, which was duly registered as Document No.1336 of 1963 on the file of the office of the Sub Registrar, Radhapuram.

d. **DOCUMENT No.4 – REGISTERED SALE DEED DATED 30.01.1964 :**

Another portion property now offered as security and other adjacent properties were originally belonged to Venkatachala Reddiyar and Veera Reddiyar. It was their ancestral properties. The said Venkatachala Reddiyar and Veera Reddiyar have jointly sold their property admeasuring 1.16 Acres comprised in S.Nos.541, 542 and 543 for Rs.200/- to A.Lakshmana Nadar under Sale Deed dated 30.01.1964, which was duly registered as Document No.197 of 1964 on the file of the office of the Sub Registrar, Radhapuram.

e. **DOCUMENT No.5 – REGISTERED SALE DEED DATED 24.08.1964 :**

Another portion property now offered as security and other adjacent properties were originally belonged to V.Nambi Reddiyar. It was his ancestral properties. The said V.Nambi Reddiyar has sold his property admeasuring 1.66 Acres comprised in S.Nos.541, 542 and 543 for Rs.200/- to A.Lakshmana Nadar under Sale Deed dated 24.08.1964, which was duly registered as Document No.1523 of 1964 on the file of the office of the Sub Registrar, Radhapuram.

f. **DOCUMENT No.6 – REGISTERED SALE DEED DATED 26.08.1965 :**

Another portion property now offered as security and other adjacent properties were originally belonged to Veera Reddiyar and his wife Pathammal. It was their ancestral properties. The said Veera Reddiyar and Pathammal have jointly sold their property



admeasuring 1.16 Acres comprised in S.Nos.541, 542 and 543 for Rs.200/- to A.Lakshmana Nadar under Sale Deed dated 26.08.1965, which was duly registered as Document No.1422 of 1965 on the file of the office of the Sub Registrar, Radhapuram.

g. **DOCUMENT No.7 – REGISTERED SALE DEED DATED 22.06.1992 :**

The above said Purchaser A.Lakshmana Nadar has sold a portion of his properties admeasuring 1.91 Acres comprised in Re.S.F.Nos.543/1 and 543/2 for Rs.4,775/- to P.Pauldurai under Sale Deed dated 22.06.1992, which was duly registered as Document No.515 of 1992 on the file of the office of the Sub Registrar, Radhapuram.

h. **DOCUMENT No.8 – REGISTERED GIFT DEED DATED 18.04.1979 :**

The remaining portion of property now offered as security and other adjacent properties were originally belonged to Deivanaiyammal. It was her self-acquired properties. She has settled her property admeasuring 2.46 Acres comprised in S.No.589 in favour of her son Sudalaikannu out of love and affection by executing Gift Deed dated 18.04.1979, which was duly registered as Document No.589 of 1979 on the file of the office of the Sub Registrar, Radhapuram.

The recitals of the Gift Deed disclose that the Gift Deed is irrevocable and unconditional in nature and the Settlor has not retained any right of revocation. The Settlee Sudalaikannu was given all rights of alienation. Pursuant to the above said Gift Deed, the Settlee Sudalaikannu was put in possession of the property on the date of Gift Deed itself and he has acquired valid title to the property.

i. **DOCUMENT No.9 – REGISTERED SALE DEED DATED 21.08.1991 :**

The above said Sudalaikannu has sold his property admeasuring 2.46 Acres comprised in Re.S.F.Nos.560 for Rs.4,000/- to P.Pauldurai under Sale Deed dated 21.08.1991, which was duly registered as Document No.626 of 1991 on the file of the office of the Sub Registrar, Radhapuram.

j. **DOCUMENT No.10 – LEGAL HEIRSHIP CERTIFICATE OF P.PAUDURAI :**

Subsequently, the above said Purchaser P.Pauldurai died intestate on 05.10.2000 leaving behind wife Pathrakali, son Sudalaikannu and daughter Isakkiyammal as his only legal heirs. His mother Thangamani predeceased him. Accordingly, the Tahsildar, Radhapuram has issued a Legal Heirship Certificate to that effect.

**DOCUMENT No.10 is the LEGAL HEIRSHIP CERTIFICATE of P.Pauldurai issued by the Tahsildar, Radhapuram.**



**k. DOCUMENT No.11 – REGISTERED SALE DEED DATED 09.03.2018 :**

The above said Legal heirs Pathrakali, son Sudalaikannu and daughter Isakkiyammal have jointly sold a portion of their properties admeasuring 1.90 Acres comprised in Re.S.F.Nos.543/2 and 560 for Rs.2,62,000/- to M/s.Para Enterprises (P) Ltd., Rep.by its Authorised Signatory S.Pugazhenthi under Sale Deed dated 09.03.2018, which was duly registered as Document No.835 of 2018 on the file of the office of the Sub Registrar, Radhapuram.

**l. DOCUMENT No.12 – REGISTERED SALE DEED DATED 17.05.2018 :**

The above said Purchaser M/s. Para Enterprises (P) Ltd., Rep. by its Authorized Signatory R. Nandhakumar has sold the properties admeasuring 1.90 Acres (1.00 + 0.90), comprised in Re.S.F. Nos.543/2 and 560 for Rs.2,62,000/- to M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED, Rep. by its Authorized Signatory Sureshkumar under Sale Deed dated 17.05.2018, which was duly registered as Document No.1707 of 2018 on the file of the office of the Sub Registrar, Radhapuram.

The Loan Applicant / Title Holder M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED was put in possession of the properties on the date of Sale Deed itself and they have acquired valid title to the properties. The Sale Deed contains warranty of title.

**m. DOCUMENT No.13 – CERTIFIED ( REGISTRATION ) COPY OF SALE DEED DATED 17.05.2018 :**

In order to ascertain the genuineness of above said Sale Deed, I have applied for the Certified Copy of the above said Sale Deed dated 17.05.2018, which is registered as Document No.1707 of 2018 before the office of the Sub Registrar, Radhapuram. I compared the Original Sale Deed with the Registration (Certified) Copy and I confirm that the denomination of Stamps Papers and Numbers thereon, Registration endorsements and particulars etc., are tallied with the Records maintained at the Registrar office concerned and there is no encumbrance on the property that would adversely affect the Bank.

5. The links in the title history of last 30 years of chain of title have been properly established. All the transactions have been duly verified from the relevant records of the Registrar, Municipal Corporation, City Survey, Town & Planning, and Revenue Department.

Reproduce & refer relevant record as may be required for explaining the links in the chain in the Title history.



### EVIDENCE OF POSSESSION

n. DOCUMENT No.14 are the **COMPUTER GENERATED PATTa No.227** taken from Tamil Nadu Government eservices portal. It contains the name of Vendors.

o. DOCUMENT Nos.15 and 16 are the '**A**' **REGISTER EXTRACTS** for Re.S.F. Nos.543/2 and 560 of Kumbikulam Village.

p. DOCUMENT No.17 – APPLICATION FOR PATTa TRANSFER DATED 07.06.2018 :

The Purchaser / Title Holder **M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED** Rep. by its Authorised Signatory Sureshkumar has applied online for Patta Transfer and mutation of entries in the revenue records. Accordingly, the Application for Patta Transfer was taken from Tamil Nadu Government eservices portal.

q. DOCUMENT No.18 is the **POSSESSION CERTIFICATE** issued by the V.A.O. of Kumbikulam Village. He certified that the Title Holder **M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED** is the owner of the properties and the Directors of the Company are in possession and enjoyment of the properties.

All the above said documents are clear evidence of possession and enjoyment of the properties by the Loan Applicant / Title Holder **M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED**.

### ENCUMBRANCE

r. DOCUMENT No.19 – REGISTERED MORTGAGE LOAN DISCHARGE RECEIPT DATED 23.11.2006 :

Vendors P.Pauldurai and Sollamadan has availed loan of Rs.26,200/- from Nanguneri Primary Co-operative Agricultural and Rural Development Bank by executing a Mortgage Deed dated 21.12.1991, which was duly registered as Document No.994 of 1991 on the file of the office of the Sub Registrar, Radhapuram.

Subsequently the above said loan was duly discharged by the Vendors P.Pauldurai and Sollamadan for which the Secretary of the said Bank has executed Discharge Receipt dated 11.05.2018 to that effect. The said Discharge Receipt was duly registered as Document No.1608 of 2018 on the file of the office of the Sub Registrar, Radhapuram.

s. DOCUMENT No.20 – REGISTERED LEASE AGREEMENT DATED 20.03.2018 :

The above said Vendor **M/s. Para Enterprises (P) Ltd.,** Rep. by its Authorised Signatory **V.M.Madhavan** have entered into Lease Agreement with **M/s. Sree Ayyanar Spinning and Weaving Mills Private Limited** Rep.by **N.Selvaraj**, whereby **M/s. Sree Ayyanar Spinning and Weaving Mills Private Limited** Rep. by **N. Selvaraj** have agreed to take lease for a period of 29 years from 20.03.2018 on the terms and conditions incorporated in the said Lease Deed, which was duly registered as Document No.939 of 2018 on the file of the office of the Sub Registrar, Radhapuram.



**1. DOCUMENT No.21 - REGISTERED DEED OF CANCELLATION OF LEASE AGREEMENT DEED DATED 17.05.2018 :-**

Since M/s. Sree Ayyanar Spinning and Weaving Mills Private Limited Rep.by N.Muthukumar was not interested to continue the tenancy, the M/s. Para Enterprises (P) Ltd., Rep. by its Authorised Signatory R.Nandhakumar and M/s. Sree Ayyanar Spinning and Weaving Mills Private Limited Rep. by N. Muthukumar have mutually entered into a Deed of Cancellation of Lease Agreement dated 17.05.2018, which was duly registered as Document No.1705 of 2018 on the file of the office of the Sub Registrar, Radhapuram.

**ii. DOCUMENT Nos.21 and 22 - ENCUMBRANCE CERTIFICATES :-**

**DOCUMENT No.21** is the E.C. No.877 for the period from 01.01.1975 to 08.03.2018. There are 'THIRTEEN' entries, Entry Nos.1, 2, 3, 4 and 5, which relate to Document Nos.8, 9, 19, 7 referred above. All other entries are nothing to do the properties now offered as security in favour of the Bank.

**DOCUMENT No.22** is the E.C. No.1970 for the period from 01.01.2018 to 04.06.2018. There are 'FIVE' entries, which relate to Document Nos.11, 20, 19, 21 and 12 referred above.

**Your Bank is hereby directed to apply for further E.C. from 05.06.2018 till the date of deposit of the Title Deed in favour of the Bank.**

There is no subsisting encumbrance over the properties, which is now offered as security in favour of the Bank.

6. If any of the transactions are oral transactions (specify the transaction such as oral partition, family settlement, etc.) and state whether such transactions are legally valid and enforceable. If any document in the form of duly sworn affidavit before the Judicial Magistrate / Notary Public, containing no objection and affirming the existence of such oral transaction amongst/between the parties is to be obtained from each of the party to such transaction and if they have already been obtained whether such transaction(s) is/are duly supported by the relevant records of Municipality / City Survey / Revenue etc.

Details as mentioned above should be furnished

7.	Describe the Nature of Tenure: (Absolute ownership/ leasehold rights, occupancy / possessory rights Government owned /acquired or any other Tenure to be mentioned in detail.	Absolute ownership.
8.	If the property is a leasehold property - (Oral lease should not be acceptable) a) Whether lease deed has been registered as required under the law	The properties are free hold and not lease hold.





	b) Residual period of lease.	Not applicable.
	c) Whether there are any prejudicial clauses or restrictive covenants in the lease deed which is likely to affect the lease hold interests offered as security.	Not applicable.
	d) Whether the consent/permission from the lessor is obtained / available for creating the mortgage.	Not applicable.
	e) Whether the property is granted under Government grant or any other grant. Please specify. If any permission is required.	Not applicable.
	f) If it is so whether such permission has been obtained	Not applicable.
	g) Whether lease rentals have been paid as per lease agreement/statutes	Not applicable.
	h) Whether any adverse conditions in the grant – to be mentioned in detail.	Not applicable.
9.	a) If the borrower / guarantor / mortgagor has only a occupancy right please comment on the safeguards to be taken by the bank. Please also specify whether the occupancy right is inheritable and assignable.	Not applicable.
	b) Please specify the local law which permits mortgage and sale of such occupancy rights.	Not applicable.
10.	Whether the local laws or any other law restricts the creation of the mortgage / sale of the property to be mortgaged to the Bank.	Local laws or other laws not restricting the creation of the mortgage.
	a) If the Mortgagor has only a possessory right please comment on the nature of such right, the validity there of and also the precautions to be taken by the bank.	Not applicable.
11.	b) Please state the name of the person who has a primary/absolute title.	Not applicable.
	c) Whether permission of such person is required, AND if it is so, whether obtained?	Not applicable.
	d) Please state in what manner it would affect the Bank as mortgagee of such possessory title.	Not applicable.
12.	Mention if any minor's interest is involved	Not applicable.



13.	If so, whether Court permission (except in case of HUF property) has been obtained for offering the property as security or is yet to be obtained.	Not applicable.
14.	Please specify the undivided share of the Minor (whether there is a claim or not)	Not applicable.
15.	Whether the person is holding the property in the capacity of a mortgagee	Not applicable.
16.	State whether the possession of the property offered as security is in unhindered/undisturbed possession of such mortgagee and the period for which he is in such possession.	The Directors of Loan Applicant Company have been in unhindered / undisturbed possession, occupation and enjoyment of the properties from the date of purchase of properties.
17.	Are there any restrictive conditions in the TITLE deed.	There is no restrictive conditions in the Title deeds.
18.	Whether searches had been conducted physically at the office of the	Searches have been conducted physically at the office of the Sub Registrar, Radhapuram.
	i) Sub Registrar's office/Municipal/Collector/Taluk/Development Authority or Such other Revenue office.	Radhapuram Sub Registrar Office
	ii) When mutated in the name of the person creating the mortgagee.	The Director of Loan Applicant Company has applied for Patta Transfer. Patta Transfer Application is produced.
	iii) If mutation is pending whether mortgage can be created and whether non-completion of mutation process will affect the security creation/enforcement.	Mutation is pending. Mortgage can be created and non-completion of mutation process will not affect the security creation and enforcement.
	iv) Whether the property has been notified for acquisition by the Govt./Dev.Authority for any other Govt. Authority.	No
	v) If so, whether search has been conducted with the Village Accountant/Chavidi Register / Register of Acquisitions.	Yes
	vi) Whether the holding / acquisition is in accordance with the provisions of the Land Reforms Act. (Whether the required municipal approvals have been obtained).	Land holding is as per Land Reforms Act. There is no acquisition proceedings pending.
	vii) Please state the nature of any intervening charges or encumbrances observed/found against the property.	There is no intervening charges or encumbrances over the properties now offered as security.



	viii) Whether the property is subject matter of any litigation and if so, the details thereof.	The properties are not subject matter of litigation. There is no "lis pendence".
19.	Whether Urban Land Ceiling Clearance is required to be obtained for creating the mortgage. If the clearance has been obtained the details thereof be furnished.	Urban land ceiling clearance is not required.
20.	Whether No Objection Certificate under the Income Tax Act 1961 is to be obtained. If yes, the reference number be mentioned.	Not applicable.
21.	a) Whether the property is affected by any Local Laws (Viz. Agricultural Laws, Weaker Sections, Minorities, land laws.	The properties are not affected by any local laws.
	b) Whether any permission is required to be obtained from any Authorities	Permission is not required from any Authorities.
	c) If so, whether any such permission has been obtained and the details thereof be mentioned.	Permission not required.
22.	Whether permission for conversion of land/s from Agricultural to Residential or Commercial is to be obtained. Please mention the reference of the proceedings.	Permission not required.
23.	Whether local revenue extract, mutation extracts are available? If so, whether verification at Taluk Office has been made. Please furnish the details.	The Director of Loan Applicant Company has applied for Patta Transfer by submitting all necessary documents for mutation of Revenue Records. Patta Transfer Application is produced for my scrutiny. It is in order.
24.	In the case of Partition/Settlement deeds, whether the original deed is available for deposit. If it is oral partition then give the details as to how such oral partition can be relied upon the details of the precaution, if any to be followed.	Not applicable.
	a) Whether the deeds are registered	Not applicable.
	b) Name of the person who is holding the original Partition Deed.	Not applicable.
	c) How many sets of partition deeds have been prepared.	Not applicable.
	d) Whether mutation has been made pursuant to the partition and whether all parties to the partition are in the possession and enjoyment of their respective shares.	Not applicable.



	e) Whether all the members of the family are parties to the partition (including the female members both married and unmarried)	Not applicable.
	f) Whether the partition effected is under Litigation and if so the details thereof.	Not applicable.
	g) Whether the partition effected is in respect of the self-acquired or ancestral property.	Not applicable.
25.	If the mortgage is to be created by an Agent under a Power of Attorney, please state.	Not applicable.
	a) Whether the Deed of Power of Attorney is valid and subsisting and continues to be in force.	Not applicable.
	b) Name of the place where executed.	Not applicable.
	c) If executed in a foreign country, whether the same is stamped after it has been brought to country.	Not applicable.
	d) Whether endorsement of Indian Consulate/Notary of that country given.	Not applicable.
	e) Whether the P/A is properly registered and whether it gives the specific authority for the acts performed/professed to be performed by such attorney.	Not applicable.
26.	Whether the Deed of Power of Attorney authorizes the agent to deposit the title deeds for the specific purpose of creation of Equitable Mortgage.	Not applicable.
	Whether up to date land revenue/Municipal taxes and other cess paid	—
27.	a) Whether the tax receipts/kist receipts have been physically verified and found to be in order.	—
	b) Whether taxes/dues payable to Govt. Authorities or Statutory Authorities viz., PF, Sales Tax etc. are to be leviable or are a charge on the property.	—
28.	In case of devolution of property by way of a Will, the safeguards taken to ensure against impeachment of title offered as security be mentioned.	
	a) Please state whether the will required to be probated?	Not applicable.



	b) Whether any Letters of Administration has been obtained in case the person died intestate.	Not applicable.
29.	a) Whether a property belongs to Trust/ Society/Company/L.P., whether any restrictions operate in creating mortgage.	Not applicable.
	b) Whether any approval from Govt./ Semi-Govt./any other statutory bodies is required for mortgaging the property.	Not applicable.
	c) Whether the property can be mortgaged for availing of loan from a bank (important especially in trial restricted lands)	Not applicable.
	d) Whether there is nothing prejudicial to the interest of the Bank.	Not applicable.
30.	The "Agreement for the Sale" "Agreement for the building construction" is in conformity with the local laws (particularly relating to laws for purchase of flats etc.) and there is nothing prejudicial to the interest of purchaser (borrower) and the Bank. All necessary parties have been joined in it.	Not applicable.
31.	Whether Equitable Mortgage is possible on the strength of the title deeds mentioned above.	Equitable Mortgage is possible on the strength of the Title Deeds mentioned above.
32.	The person/s who shall be required to deposit the title deeds with the bank be mentioned.	The Authorized person of the Loan Applicant Company should deposit the Title Deeds on behalf of Company pursuant to the Board Resolution to be passed by the Loan Applicant Company.
33.	In the case of flat/apartment, whether the Agreement of sale, deed of apartment and Declaration is registered with the Competent Authority.	Not applicable.
34.	Whether registration/noting of equitable mortgage with the SRO is mandatory as per the state and local practices.	Memorandum relating to deposit of Title Deeds should be stamped and to be registered before Sub Registrar office. Memorandum relating to Deposit of Title Deeds should be compulsorily registered with concerned Sub Registrar office with effect from 01.12.2012 as per Tamil Nadu Act 29 of 2012.
35.	Advocate's final comments/Views in detail to be mentioned. That the title of property in question is legal and marketable, free from any anomalies and the Bank can accept such property in mortgage as good enforceable security.	Detailed Legal Opinion is given below.



36.	Any special precautions/suggestions/ views of the Advocate in the matter of creation of mortgage.	Memorandum relating to deposit of Title Deeds should be stamped and to be registered before Sub Registrar office. Memorandum relating to Deposit of Title Deeds should be compulsorily registered with concerned Sub Registrar office with effect from 04.12.2012 as per Tamil Nadu Act 29 of 2012.
37.	Whether certified copy of sale deed obtained & certification.	Yes, I conform that the Certified copy of the latest Title deed obtained from SRO has been verified with the Original Title deed and confirm that the properties offered are in the name of the proposed Mortgagor.
38.	Opinion on Type of Mortgage to be created.	Equitable Mortgage to be created.
39.	Whether the Branch is a Notified Place for creation of Equitable Mortgage.	Pallipalayam is a Notified Town as per Section 58 ( f ) of Transfer of Property Act, 1882.
40.	Details of the stamp duty payable on equitable/registered mortgage as per the state stamp act.	0.5 % Stamp duty is payable on Equitable Mortgage as per Article 6 - Schedule I of Indian Stamp Act, 1899.
41.	ENFORCEABILITY OF SARFAESI ACT	The said immovable properties are enforceable under SARFAESI Act and further permission for creation of mortgage is not required to be obtained from any Government Authority.
42.	<p><u>Sir, Title Clearance</u>  It is seen from the legal opinion dated 16/6/18, M/s SRI JAYA NARAYAN INDIA PRIVATE LIMITED has got title over the property offered as security subject to obtain updated NILEC from 5/6/18 to till the date of mortgage.</p> <p><u>FINAL CERTIFICATE/OPINION:</u>  <u>Subject to obtain Board Resolution of M/s PARA ENTERPRISES PVT LTD to authorize Mr. S. Pugazhenthi</u>  <u>Mr. V.M. Madhavan and Mr. R. Nordin Kumar for registering Sale deed, lease deed &amp; cancellation of lease</u>  <u>and include the same in list of documents while executing EM.</u>  <u>Further necessary directions of Panel Advocate to be complied.</u></p>	<p>On perusal of the documents referred to herein above, which I believe to be true and genuine and on examination of the entire chain of the documents and what is stated herein above, I do hereby certify that the right, title and interest of M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED in respect of the properties described hereinabove are covered with all respective Title Deeds. The right, title and interest of the said M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED over the above referred properties are clear, marketable, valid, good and binding on the Mortgagor and a valid Equitable Mortgage can be created, beyond reasonable doubt.</p> <p>The properties can be accepted by way of SECURITY for the advances granted or to be granted and a valid Equitable Mortgage can be created over the said properties in favour of your Bank.</p>



*Subscribed*  
10/8/18

**LAWYER'S OPINION**

On my careful perusal of all the above said documents, I am of the opinion that the Title Holder M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED is having good, clear, valid, absolute and marketable title over the properties and they can create a valid Equitable Mortgage in respect of the properties by deposit of original Title Deeds in favour of your Bank. The documents produced for deposit are complete and sufficient to create an Equitable Mortgage in favour of your Bank and convey a clear and marketable title.

It is relevant to note that the Director of Loan Applicant Company has applied for Patta Transfer by submitting all necessary documents for mutation of Revenue Records. Patta Transfer Application is produced for my scrutiny. It is in order. The Loan Applicant Company is hereby directed to produce the Revenue Records, viz., Patta, 'A' Register and other related documents to your Bank after mutation of Revenue Records is completed.

Necessary Resolution to be passed by the Loan Applicant Company in its Board Meeting for availing loan from Lakshmi Vilas Bank by mortgaging Company properties, for execution of Loan and other Security Documents and to affix Common Seal on behalf of the Loan Applicant Company as per the provisions of Companies Act, 2013.

The Authorized person of the Loan Applicant Company should deposit the Title Deeds on behalf of Company pursuant to the Board Resolution to be passed by the Loan Applicant Company.

It is pertinent to mention that after creation of Equitable Mortgage in favour of your Bank the same has to be notified to the Registrar of Companies as per Section 80 and the same will be duly registered by the Registrar of Companies in the Register of Charges maintained by them under Section 81 of Companies Act, 2013.

The Bank is hereby requested to get further E.C. from the Loan Applicant for the period from 05.06.2018 till the date of deposit of title deeds.

Tenancy Laws will not affect the Bank eventually in taking possession or selling the properties or otherwise exercising its rights on mortgage since the Title Holder M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED rep. by its Directors is in actual possession and enjoyment of the properties, which are free from all encumbrances.

For creation of valid mortgage, the following documents are required to be submitted by the Mortgagor. (The list should also include supporting / connecting documents like layout approval, completion certificates, possession letter, commencement certificates, revenue receipts, holding tax receipts, etc. to show that the property is marketable.)



S. No.	Particulars of Documents	Date of Document	Registration No. / or any other Identification No. of the Documents.	Executed by	To be submitted as Original / Certified Copy / Xerox
1.	Memorandum and Articles of Association	01.06.2012	U17111TZ2012-PTC018343	M/s. SRI JAYA MAARUTHI YARN INDIAA PRIVATE LIMITED.	Printed Matter
2.	List of Present Directors.	08.06.2018	—	—	Original
3.	Registered Sale Deed	06.09.1983	1336 of 1983	Executed by Veera Reddiyar in favour of A.Lakshmana Nadar.	Certified (Registration) Copy
4.	Registered Sale Deed	30.01.1984	197 of 1984	Executed by Venkatrama Reddiyar and Veera Reddiyar in favour of A.Lakshmana Nadar.	Certified (Registration) Copy
5.	Registered Sale Deed	24.08.1984	1523 of 1984	Executed by NambiReddiyar in favour of A.Lakshmana Nadar.	Certified (Registration) Copy
6.	Registered Sale Deed	26.08.1985	1422 of 1985	Executed by Veera Reddiyar and Pathammal in favour of A.Lakshmana Nadar.	Certified (Registration) Copy
7.	Registered Sale Deed	22.06.1992	515 of 1992	Executed by A.Lakshmana Nadar in favour of P.Pauldurai.	Photo Copy
8.	Registered Gift Deed	18.04.1979	589 of 1979	Executed by Deivaniyammal in favour of Sudalaikannu.	Certified (Registration) Copy
9.	Registered Sale Deed.	21.08.1991	626 of 1991	Executed by Sudalaikannu in favour of P.Pauldurai.	Photo Copy
10.	Legal Heirship Certificate of P.Pauldurai	11.03.2018	Pa.Mu.No. 3226/2016	Issued by the Tahsildar, Radhapuram.	Photo Copy
11.	Registered Sale Deed	09.03.2018	835 of 2018	Executed by Pathrakaali and others in favour of M/s.Para Enterprises (P) Ltd.	Original





12.	Registered Sale Deed	17.05.2018	1707 of 2018	Executed by M/s. Para Enterprises (P) Ltd., in favour of M/s. SRI JAYA MAADUTHI INDIAA PRIVATE LIMITED.	Original
13	Registered Sale Deed	17.05.2018	1707 of 2018	Executed by M/s. Para Enterprises (P) Ltd., in favour of M/s. SRI JAYA MAADUTHI INDIAA PRIVATE LIMITED.	Certified (Registration) Copy
14.	Computer Generated Patta.	07.04.2018	Patta No.227	Taken from eservices.tn.gov.in Portal.	Online Printout
15.	Computer Generated 'A' Register Extract.	11.06.2018	Re.S.F. No.543/2 of Kumbikulam Village.	Taken from eservices.tn.gov.in Portal.	Online Printout
16.	Computer Generated 'A' Register Extract.	11.06.2018	Re.S.No.560 of Kumbikulam Village.	Taken from eservices.tn.gov.in Portal.	Online Printout
17.	Application for Patta Transfer	07.06.2018	Re.S.F. Nos. 543/2 & 560	Taken from eservices.tn.gov.in Portal.	Online Printout
18.	Possession Certificate.	18.05.2018	—	Issued by the V.A.O. of Samugarenapuram.	Original
19.	Registered Mortgage Loan Discharge Receipt	11.05.2018	1666 of 2016	Executed by the Secretary of Nanduneri Primary Co.op. Agricultural and Rural Development Bank in favour of A. Pauldurai and another.	Original
20.	Registered Lease Deed.	20.03.2018	939 of 2018	Executed by M/s. Para Enterprises (P) Ltd., in favour of M/s. Sree Ayyanar Spinning and Weaving Mills P Ltd.	Photo Copy
21.	Registered Deed of Cancellation of Lease Deed.	17.05.2018	1706 of 2018	Executed by M/s. Sree Ayyanar Spinning and Weaving Mills P Ltd. In favour of M/s. Para Enterprises (P) Ltd.,	Original



22.	Encumbrance Certificate.	09.03.2018	01.01.1975 to 08.03.2018	Issued by the Sub Registrar, Radhapuram.	Original
23.	Encumbrance Certificate.	05.06.2018	01.01.2018 to 04.06.2018	Issued by the Sub Registrar, Radhapuram.	Original

Place: Komarapalayam.

Date : 16.06.2018

ADVOCATE

*L. Dakshinamoorthy, B.A., B.L., D.C.E.S.,  
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