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Annexure-B Report of Investigation of Title in respect of immovable Property
{All columns/items are to be completed/commented by the Advocate}

1	a	Name of the Branch/ Business Unit/Officeseeking opinion.	State Bank of India, SME, Saifabad Branch
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	--
	c	Name of the Borrower.	M/s. MODI GV VENTURES LLP
2	a	Type of Loan	Commercial Loan
	b	Type of property	Commercial office space
3	A	Name of the unit/concern/ company/person Offering the property/ (ies) as security.	M/s. MODI GV VENTURES LLP
	B	Constitution of the unit/concern/ person/body/authority offering the property forcreation of charge.	Limited Liability Partnership
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	BORROWER
4	A	Value of Loan (Rs. in crores)	
5		Complete or full description of the immovableproperty (ies) offered as security including thefollowing details.	// As shown below//
	A	Survey No.	
	B	Door/House no. (in case of house property)	
	C	Extent/ area including plinth/ built up area incase of house property	
	D	Locations like name of the place, village, city, registration , sub-district etc. Boundaries.	

SCHEDULE OF THE PROPERTY

All that the office space having built-up area of 9,045 Sq.ft each in Second, Third & Fourth Floor of the commercial building, total admeasuring 27,135 Sft. (SBUA) along with 18 car parking in basement floor, and 1,234.20 Sq.yards of undivided share in land out of 2057 Sq.yards, along with terrace space of 5,213 Sq.ft., constructed over the land in Sy.No.228/4 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana, and bounded by: **BOUNDARIES TO LAND**

North : Neighbors Land;

South : Genome Valley main road

East : Neighbors Land;

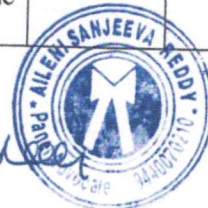
West : 40' road

Sl. No.	Item	Share of Developer	Total
1.	Car parking in the basement floor	18 Nos.	18 Nos.
2.	Area on second floor	BUA-8,688 Sft. SBUA - 9,045 Sft.	27135 Sq.ft.
3.	Area on third floor	BUA-8,688 Sft. SBUA - 9,045 Sft.	
4.	Area on fourth floor	BUA-8,688 Sft. SBUA - 9,045 Sft.	
8.	Undivided share of land	1,234.020 Sq.Yds.	1234 Sq.Yards
9.	Terrace space	5,213 Sft.	5213 Sq.ft.



6	a	Particulars of the documents scrutinized-serially and chronologically.		
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.		
Sl. No.	Date	Name/Nature of the Document	Original/Certified Copy/ Certified Extract/Photocopy etc.	In case of Copies, whether the original was scrutinized by the Advocate
1.		Pahanies for the year 1991-92, 1995-96, 1996-97 & 2000-01	Xerox	Xerox
2.	14-11-2002	Regd. Sale Deed Doct.No.6637/2002	Xerox	Xerox
3.	03-01-2004	Regd. Agreement of Sale-cum-GPA Doct.No. 74/2004	Xerox	Xerox
4.	19-07-2004	Regd. Sale Deed Doct.No. 7452/2004	Xerox	Xerox
5.	Patta No.759	Title Deed book issued in favour of Smt. Varanasi Aruna.	Xerox	Xerox
6.	Katha No. 60294	e-pattadar Passbook-cum-Title Deed issued in favour of Smt. Varanasi Aruna.	Xerox	Xerox
7.	28-04-2023	Land Conversion Proceedings No. 2300300721	Xerox	Xerox
8.	17-08-2023	Joint Development Agreement-cum-GPA Doct.No. 5810/2023.	Original & CC	Original & CC
9.	13-12-2023	Regd. Supplementary Joint Development Agreement-cum-GPA Doct.No. 7963/2023.	Original & CC	Original & CC
10.	01-08-2022	Certificate of Incorporation bearing LLP Identification No. ABB-9309 of M/s. Modi GV Ventures LLP.	Xerox	Xerox
11.	29-08-2022	Limited Liability Partnership Agreement of M/s. Modi GV Ventures LLP.	Xerox	Xerox
12.	13-12-2023	Regd. Simple Mortgage Deed Doct.No. 7965/2023	Xerox	Xerox
13.	17-08-2023	Regd. Simple Mortgage Deed Doct.No. 5809/2023	Xerox	Xerox
14.	08-08-2023	No Objection Certificate for Height Clearance issued by Airports Authority of India bearing NOC ID No. HYDE/SOUTH/B/072923/772984-425/23/HY.	Xerox	Xerox
15.	16-08-2023	No Objection Certificate issued by the State Disaster Response & Fire Services Department bearing Ack.No. 494810002023.	Xerox	Xerox
16.	20-12-2023	Technical Approval Proceedings issued by HMDA bearing Technical Approval No. 062109/MED/ C1/U6/HMDA/18112023.	Xerox	Xerox
17.	03-01-2024	Building construction permission proceedings bearing No. GPTP/02/2024 issued by GP, Turkapally.	Xerox	Xerox
18.		List of prohibited properties obtained from the website of Registration & Stamps Dept	Online copy	Online copy
19.	13-06-2006	Letter issued by APIIC Ltd. bearing Lr.No. 16747/A3/LANDS/APIIC/93.	Xerox	Xerox
20.	16-03-2024	Encumbrance Certificate bearing Statement No. 154715381 issued by SRO, Shamirpet, covering the period from 01-05-1995 to 15-03-2024	Original	Original

[Handwritten Signature]

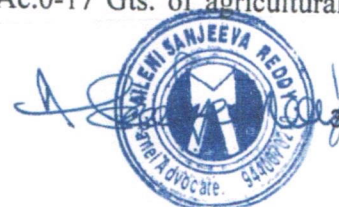


21.	18-03-2024	Encumbrance Certificate bearing Statement No. 154817643 obtained from the website of Registration & Stamps Dept., covering the period from 01-01-1983 to 17-03-2024.	Online copy	Online copy
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FLOW OF TITLE:

Some of the few facts which are necessary for determination of title and possession over the schedule property from the aforesaid documents, I have briefly enumerated as under:

1. Whereas, originally, Sri. Rudraboina Ailaiah was the pattadar and possessor of the land to an extent of Ac.0-29 Gts. in Sy.No.228, situated at Turkapalli Village, Shamirpet, Ranga Reddy District. The pahanies for the year 1991-92, 1995-96 & 1996-97 show the name of said Sri. Rudraboina Ailaiah as pattadar and possessor of aforesaid land.
2. After the death of said Sri. Rudraboina Ailaiah, his son, namely Sri. Rudraboina Pedda Lakshmaiah succeeded the above said land admeasuring Ac.0-29 Gts.in Sy.No.228 of Turkapally Village. The pahanies for the year 2000-01, 2001-02, 2004-05, 2010-11 & 2013-14 show the name of said Sri. Rudraboina Pedda Lakshmaiah as Pattadar and possessor of aforesaid land.
3. The above named Sri. Rudraboina Pedda Laxmaiah and his family members namely, (i) Sri. Rudraboina Venkatamma (ii) Rudraboina Durgamma (iii) Rudraboina Anil Kumar (iv) Smt. Rudraboina Narsamma (v) Smt. Rudraboina Andalu (vi) Sri. Rudraboina Kistaiah have jointly sold the land admeasuring Ac.0-17 Gts. in Sy.No.228, situated at Turkapally Village of Shamirpet Mandal, Ranga Reddy District, to Sri. Bathula Hanumanth Yadav vide registered Sale Deed bearing Doct.No. 6637/2002, dated 14-11-2002, SRO, Shameerpet.
4. Further, the above named Sri. Bathula Hanumanth Yadav has sold the land admeasuring Ac.0-17 Gts. in Sy.No.228, situated at Turkapally Village, Sri. A. Veera Reddy vide registered Agreement of Sale-cum-GPA Doct.No. 74/2004, dated 03-01-2004, SRO, Shamirpet.
5. Having been AGPA power, Sri. A.Veera Reddy had sold the said Ac.0-17 Gts. of land in Sy.No.228 of Turkapally Village, to Smt. Varanasi Aruna vide registered Sale Deed bearing Doct.No. 7452/2004, dated 19-07-2004, SRO, Shamirpet.
6. The Tahsildar, Shamirpet Mandal, has issued the Pattadar Passbook and Title Deed in favour of Smt. Varanasi Aruna vide Patta No.759. Further said Smt. Varanasi Aruna was issued digital Pattadar passbook-cum-Title Deed vide Katha No.60294 in respect of said land in Sy.No.228/4, admeasuring Ac.0-17 Gts.
7. The Tahsildar, Shamirpet Mandal vide Proceedings No. 2300300721, dated 28-04-2023 accorded the permission for conversion of said Ac.0-17 Gts. of agricultural land for non-agricultural purposes.



8. Subsequently, Dr. Varanasi Aruna has entered into a registered Joint Development Agreement-cum-GPA Doct.No. 5810/2023, dated 17-08-2023, SRO, Shamirpet, with M/s. Modi GV Ventures LLP., rep. by its Designated Partner, Mr. Sachin Malve for development of land admeasuring 2057 Sq.yards, forming a part of Sy.No.228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, into residential building.

It is evident from the recitals at page 4 of the said Joint Development Agreement that the land owner and Developer have agreed to share the built-up area in the ratio of 40:60. As per the said sharing ratio, the Developer is allotted the super built-up area of 7710 Sq.ft. in fourth, fifth and sixth floor along with undivided share of land admeasuring 1234.20 Sq.Yards, with 14 car parking in basement floor, and 11 car parking in Stilt floor, and terrace space of 4500 sq.ft.

It is evident from the clause (44) of the said Joint Development Agreement-cum-GPA that the Developer is entitled to mortgage the built-up area allotted to its share for the purpose of securing loan from the Banks and Financial Institutions for the purpose of developing the commercial project.

8. Further, the above named land owner and Developer have entered into a registered Supplementary Joint Development Agreement-cum-GPA Doct.No.7963/2023, dated 13-12-2023, SRO, Shamirpet, whereunder, the allotment of built-up area between the land owner and Developer is revised as shown in the table below:

Sl.No.	Item	Share of Owner	Share of Developer
1.	Car parking in the basement floor	12 Nos.	18 Nos.
2.	Car parking in the stilt floor	Nil	Nil
3.	Area on ground floor	BUA-7,780 Sft. SBUA - 8,100 Sft.	Nil
4.	Area on first floor	BUA-8,688 Sft. SBUA - 9,045 Sft.	Nil
5.	Area on second floor	Nil	BUA-8,688 Sft. SBUA - 9,045 Sft.
6.	Area on third floor	Nil	BUA-8,688 Sft. SBUA - 9,045 Sft.
7.	Area on fourth floor	Nil	BUA-8,688 Sft. SBUA - 9,045 Sft.
8.	Undivided share of land	822.80 Sq.Yds.	1,234.020 Sq.Yds.
9.	Terrace space	3,475 Sft.	5,213 Sft.

It is to be noted here that the above mentioned Joint DAGPA & Suppl. JDAGPA were made into two sets i.e., original and duplicate, one is allotted to Land Owner and another is allotted to Developer.

9. It is evident from the Certificate of Incorporation bearing LLP Identification No. AAB-9309, dated 01-08-2022 that M/s. Modi GV Ventures LLP is a Limited



Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act, 2008.

10. It is evident from the Limited Liability Partnership Agreement dated 29-08-2022 that the said M/s. Modi GV Ventures LLP is constituted by (i) Mr. Soham Satish Modi (ii) M/s. Modi Housing Private Limited, rep. by its Director, Sri. Gaurang J Mody to carry on the business.
11. The land owner, Smt. Varanasi Aruna has executed a registered Simple Mortgage Deed bearing Doct.No. 7965/2023, dated 13-12-2023, SRO, Shamirpet, in favour of the Metropolitan Commissioner, HMDA, mortgaging the built-up area of 123.68 Sq.Mtrs. equivalent to 1,331.29 Sq.ft. in first floor of the proposed commercial building constructed in Sy.No.228/4 of Turkapally Village.
12. Further, the land owner, Smt. Varanasi Aruna has executed a registered Simple Mortgage Deed bearing Doct.No. 5809/2023, dated 17-08-2023, SRO, Shamirpet, in favour of the Metropolitan Commissioner, HMDA, mortgaging the built-up area of 271.59 Sq.Mtrs. equivalent to 2923.39 Sq.ft. in first floor of the proposed commercial building constructed in Sy.No.228/4 of Turkapally Village.
13. The Airports Authority of India has issued No Objection Certificate for Height Clearance vide NOC ID: HYDE/SOUTH/B/072923/772984/ 425/23/HY for construction of commercial-cum-office building over the land in Sy.No.228/4 of Turkapally Village.
14. The State Disaster Response & Fire Services Department has issued No Objection Certificate vide Ack.No. 494810002023, dated 16-08-2023 for construction of commercial-cum-office building over the land in Sy.No.228/4 of Turkapally Village.
15. The HMDA vide Technical Approval No. 062109/MED/C1/U6/ HMDA/ 18112023, dated 20-12-2023 sanctioned permission for construction of commercial building consisting of 1Cellar + 1 Ground + 4 upper floors in an extent of 1,719.76 Sq.Mtrs, in Sy.No.228/4 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District.
16. The Grampanchayat, Turkapally vide Procs.No. GPTP/02/2024, dated 03-01-2024 accorded permission for construction of commercial building consisting of Cellar+Ground+ 4 upper floors over the above said land in Sy.No.228/4 of Turkapally Village.
17. It is evident from the Letter No. 16747/A3/LANDS/APIIC/93, dated 13-06-2006 that the land to an extent of Ac. 0-17 Gts. in Sy.No.228 belonging to Smt. V. Aruna is deleted from the land acquisition proceedings.
18. I have obtained the list of prohibited properties from the website of Registration and Stamps Department and found no prohibition over the schedule property.



Obviously, the encumbrance certificate reflects that there is no registered encumbrance on the schedule property and it is confirmed the Mortgagor's transaction and its vendor's transaction thereon. So, the Regd. Deeds are the Genuine documents and enforceable in the court of law.

In view of the above, **M/s. Modi GV Ventures LLP's** rights are upheld.

The Upshot of the aforesaid facts and circumstances and also in the light of the aforesaid documents, **M/s. Modi GV Ventures LLP's** has shown unhindered possession over the schedule property for more than 30 years, to itself and through its predecessors.

Therefore, there is no defect in the chain of title and the flow of title is clear valid and absolute marketable title over the schedule property more than 33 years.

However, the schedule property is not having clear, valid, absolute, marketable title document here only, Joint Development Agreement-cum-GPA and Supplementary Joint Development Agreement-cum-GPAs are there. On basing of above said Documents, not derived clear, valid title. As such, I am here advising to Branch the schedule property may be created under simple Mortgage.

7	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Yes the Certified copy of JDAGPA Doct.No. 5810/2023 & Supplementary JDAGPA 7963/2023 were obtained, and they are in order.
	b	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes, verified
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?	Yes
	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-registrar office?	SRO, Shamirpet
	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?	RO, Ranga Reddy
	c	Whether search has been made at all the offices named at (b) above?	SRO, Shamirpet
	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.	<i>The flow of title and chain of title is clear and valid and absolute marketable title over the schedule property. The minors interest is not involved. There is no clog over the title of the schedule property.</i>
	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/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No Minor's interest involved
	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.)	The Mortgagor is the Developer of the schedule property and they are having right to mortgage the schedule property fallen to its share
		If Ownership Rights,	
	a	Details of the Conveyance Documents	JDAGPA Doct.No. 5810/2023 & Supp. JDAGPA Doct.No.7963/2023 SRO, Shamirpet
	b	Whether the document is properly stamped.	Yes
	c	Whether the document is properly registered.	Yes
		If leasehold, whether;	
	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 period of lease,	Not Applicable
	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;	Not Applicable

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	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;	Not Applicable
	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
	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.	Not Applicable
13		Has the property been transferred by way of partition / family settlement deed	No
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b	Whether mutation has been effected	Not Applicable
	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?	Not Applicable
14		Whether the title documents include any testamentary documents/ wills?	No
	a	In case of wills, whether the will is registered will or unregistered will?	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 wakfrights / belongs to church / temple or any religious / other institutions	No
a	any restriction in creation of charges on such properties?	Not Applicable
b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	a Where the property is a HUF/joint family property?	No
b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
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.	Not Applicable
18	Is the property an Agricultural land	No
a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	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.)?	Not Applicable
	b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	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/markings?	No
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	The Developer, M/s. Modi GV Ventures LLP is a Limited Liability Partnership Firm, acquired the schedule property under JDAGPA Doct.no.5810/2023 & Supp. JDAGPA Doct.No.7963/2023 towards its share
	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?	Yes
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
	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.	Not Applicable
	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) ?	Not Applicable
	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) ?	Not Applicable
	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?	JDAGPA Doct.No.5810/2023
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum- Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Yes, KDAGPA Doct.No.5810/2023
	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).	Builder's POA, JDAGPA Doct.No. 5810/2023
	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.	Yes
	e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	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?)	The JDAGPA is in force and not revoked
	g	Please comment on the genuineness of POA?	Genuine
	h	The unequivocal opinion on the enforceability and validity of the POA.	Enforceable and valid
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.	It is in order
27	I.	If the property is a flat/apartment or residential/commercial complex	The schedule property is a commercial building
	a	Promoter's/Land owner's title to the land/building;	It is in order
	b	Development Agreement/Power of Attorney;	DAGPA Doct.No.5810/2023
	c	Extent of authority of the Developer/builder;	60%
	d	Independent title verification of the Land and/or building in question;	It is in order
	e	Agreement for sale (duly registered);	Not Applicable

A. Sreedhar



f	Payment of proper stamp duty;	Yes, paid
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	JDAGPA is registered
h	Approval of building plan, permission of appropriate/ local authority, etc.;	Obtained
i	Conveyance in favour of Society/ Condominium concerned;	Not Applicable
j	Occupancy Certificate/allotment letter/letter of possession;	To be obtained
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.;	It is in order
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.	To be obtained
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Not Applicable
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.	<i>No regd. encumbrances are found except the mortgage created in favour of the HMDA Doct.No. 7965/2023 & 5809/2023</i>
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.	Not Applicable
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
31 a	Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
31 b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not Applicable
32 a	Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question.	Not Applicable



	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?	Not Applicable
	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).	Yes
34	a	Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Not applicable
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No discrepancy/doubtful circumstances.
35	a	Whether the documents i.e. Valuation report/ approved sanction plan reflect/ indicate any difference/ discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	To be obtained
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.	The Title Deeds may be registered under MOD with the concerned SRO
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. MODI GV VENTURES LLP

Note: In case separate sheets are required, the same may be used, signed and annexed.

Place: Hyderabad,
Date : 18-03-2024..

AILENI SANJEEVA REDDY
Panel Advocate

Note: (i) I have not verified the Original Title Deeds i.e. Doct.Ns. 6637/2002, 74/2004, 7452/2004 pertaining to Land owners, as such, before disbursing the loan, original Title Deeds of Owner must be verified and confirmed its genuineness. It is mandatory.

(ii) However, the schedule property is not having clear, valid, absolute, marketable title document here only, Joint Development Agreement-cum-GPA and Supplement Joint Development Agreement-cum-GPAs are there. On basing of above said Documents, not derived clear, valid title. As such, I am here advising to Branch the schedule property may be created under simple Mortgage.

[Signature]



AILENI SANJEEVA REDDY
Panel Advocate
STATE BANK OF INDIA

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e-mail: ailenisanjeevareddy@gmail.com



AILENI SANJEEVA REDDY
ASSOCIATES

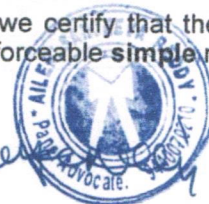
Off:

D.K.R Residency, Road No.8,
H.No.2-4-123/F/G, Swaroop Nagar,
Uppal, HYDERABAD – 39.

CERTIFICATE OF TITLE

Annexure-C

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 01-01-1983 to 17-03-2024, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of NIL
(NO MINOR'S INTEREST IS INVOLVED) (Specify the share of the Minor with Name).
(Strike out if not applicable).
8. I have verified the status of the subject property from the list of prohibited properties available in the matter in the online portal of the State Government and confirm that the subject property is not identified as prohibited property in the said portal.
9. The Mortgage if created, will be available to the Bank for the Liability of the Intending BorrowerS/Guarantor, M/s. MODI GV VENTURES LLP
10. I certify that the M/s. MODI GV VENTURES LLP is the Joint Development Agreement-cum-GPA holder in respect of the schedule property. Now, the said M/s. Modi GV Ventures LLP has to be executed a **SIMPLE MORTGAGE** deed in favour of the Bank. Then only, the Bank is having every right to sale, having absolute, clear and Marketable title over the Schedule property/ (ies), and I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
11. 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 simple mortgage :

S. No	Date	Name/Nature of the Document	Original/Certified Copy/ Certified Extract/Photocopy etc.
1.		Pahanies for the year 1991-92, 1995-96, 1996-97 & 2000-01	Xerox
2.	14-11-2002	Regd. Sale Deed Doct.No.6637/2002	Xerox
3.	03-01-2004	Regd. Agreement of Sale-cum-GPA Doct.No. 74/2004	Xerox
4.	19-07-2004	Regd. Sale Deed Doct.No. 7452/2004	Xerox
5.	Patta No.759	Title Deed book issued in favour of Smt. Varanasi Aruna.	Xerox
6.	Katha No. 60294	e-pattadar Passbook-cum-Title Deed issued in favour of Smt. Varanasi Aruna.	Xerox
7.	28-04-2023	Land Conversion Proceedings No. 2300300721	Xerox
8.	17-08-2023	Joint Development Agreement-cum-GPA Doct.No. 5810/2023.	Original & CC
9.	13-12-2023	Regd. Supplementary Joint Development Agreement-cum-GPA Doct.No. 7963/2023.	Original & CC
10.	01-08-2022	Certificate of Incorporation bearing LLP Identification No. ABB-9309 of M/s. Modi GV Ventures LLP.	Xerox
11.	29-08-2022	Limited Liability Partnership Agreement of M/s. Modi GV Ventures LLP.	Xerox
12.	13-12-2023	Regd. Simple Mortgage Deed Doct.No. 7965/2023	Xerox
13.	17-08-2023	Regd. Simple Mortgage Deed Doct.No. 5809/2023	Xerox
14.	08-08-2023	No Objection Certificate for Height Clearance issued by Airports Authority of India bearing NOC ID No. HYDE/SOUTH/B/072923/772984-425/23/HY.	Xerox
15.	16-08-2023	No Objection Certificate issued by the State Disaster Response & Fire Services Department bearing Ack.No. 494810002023.	Xerox
16.	20-12-2023	Technical Approval Proceedings issued by HMDA bearing Technical Approval No. 062109/MED/C1/U6/HMDA/18112023.	Xerox
17.	03-01-2024	Building construction permission proceedings bearing No. GPTP/02/2024 issued by GP, Turkapally.	Xerox
18.		List of prohibited properties obtained from the website of Registration & Stamps Dept	Online copy
19.	13-06-2006	Letter issued by APIIC Ltd. bearing Lr.No. 16747/A3/LANDS/APIIC/93	Xerox
20.	16-03-2024	Encumbrance Certificate bearing Statement No. 154715381 issued by SRO, Shamirpet, covering the period from 01-05-1995 to 15-03-2024	Original
21.	18-03-2024	Encumbrance Certificate bearing Statement No. 154817643 obtained from the website of Registration & Stamps Dept., covering the period from 01-01-1983 to 17-03-2024.	Online copy



12. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
- 13 It is certified that the property is SARFAESI compliant.

14. SCHEDULE OF THE PROPERTY

SCHEDULE OF THE PROPERTY

All that the office space having built-up area of 9,045 Sq.ft each in Second, Third & Fourth Floor of the commercial building, total admeasuring 27,135 Sft. (SBUA) along with 18 car parking in basement floor, and 1,234.20 Sq.yards of undivided share in land out of 2057 Sq.yards, along with terrace space of 5,213 Sq.ft., constructed over the land in Sy.No.228/4 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana, and bounded by:

BOUNDARIES TO LAND

North : Neighbors Land;
East : Neighbors Land;

South : Genome Valley main road
West : 40' road

Place: Hyderabad,
Date : 18-03-2024.


AILENI SANJEEVA REDDY
Panel Advocate

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