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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 panel Advocate)

1	a) Name of the Branch / Business Unit/Office seeking opinion.	State Bank of India, Local Head Office, Koti, Hyderabad.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Orally
	c) Name of the Borrower.	1. Sri Prem Kumar Sanghi, 2. Sri Prem Kumar Sanghi HUF, Rep., by its Karta, Shri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri. Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep.by its, Karta Sri Nilesh Agarwal, 6. Smt.Mukta Agarwal, Rep., by their Joint Development Agreement cum GPA Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited

		Liability Partnership Firm, Rep., by its Partner Sri. Anand S Mehta
2	a) Name of the Unit / concern / company / person offering the property(ies) as security	1. Sri Prem Kumar Sanghi, 2. Sri Prem Kumar Sanghi HUF, Rep., by its Karta, Shri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri. Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its, Karta Sri Nilesh Agarwal, 6. Smt. Mukta Agarwal, Rep., by their Joint Development Agreement cum GPA Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, Rep., by its Partner Sri. Anand S Mehta
	b) Constitution of the Unit / Concern / Person / body / authority offering the property for creation of charge.	Limited Liability Partnership firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Applicant / Borrower
3	Complete or full description of the immovable property/ (ies) Offered as security including the following details.	As detailed below
	a) Survey No.	As detailed below
	b) Door/House No. (in case of house property)	As detailed below

	c) Extent/area including plinth / built up area in case of house property	As detailed below																				
	d) Locations like name of the Place, Village, City, Registration, Sub-District etc, Boundaries.	As detailed below																				
<u>SCHEDULE PROPERTY (covered under Joint Development Agreement cum General Power of Attorney bearing No. 5379/2019)</u>																						
All that portion of the land area to the extent of Ac. 2-00 Gts., forming a part of Sy.No.196, Kowkur Village, Malkajgiri Mandal, Medchal-Malkajgiri District (formerly R.R. District) and bounded by: North : Neighbours land in Sy.No.196 South : Approved layout and Common Passage East : Neighbours land in Sy.No.196 West : Neighbours land in Sy.No.196																						
	a) Particulars of the documents scrutinized – serially and chronologically																					
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Only originals or certified extracts from the registering / land / revenue / other authorities be examined.	I have verified / Original / Xerox / Certified Copies of the documents																				
	<table><tr><th>Sl. No</th><th>Date</th><th>Name/Nature of the Document</th><th>Original/C.C./ Xerox</th></tr><tr><td>1.</td><td>-</td><td>Cessala Pahani for the years 1955-58</td><td>Xerox</td></tr><tr><td>2.</td><td>-</td><td>Pahani Patrikas for the years 1960-61, 1964-65, 1973-74, 1984-85, 1988-89, 1990-91, 1992-93, 1995-96, 1998-99, 1999-2000, 2000-2001, 2005-2006, 2011-2012, 2013-14 and 2014-15</td><td>Xerox</td></tr><tr><td>3.</td><td>-</td><td>Certificate issued under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act, 1950, dated Nil bearing Serial No. 32</td><td>Xerox</td></tr><tr><td>4.</td><td>09.09.1991</td><td>Mutation Proc.No. Kowkur /ROR/ 12/89</td><td>Xerox</td></tr></table>	Sl. No	Date	Name/Nature of the Document	Original/C.C./ Xerox	1.	-	Cessala Pahani for the years 1955-58	Xerox	2.	-	Pahani Patrikas for the years 1960-61, 1964-65, 1973-74, 1984-85, 1988-89, 1990-91, 1992-93, 1995-96, 1998-99, 1999-2000, 2000-2001, 2005-2006, 2011-2012, 2013-14 and 2014-15	Xerox	3.	-	Certificate issued under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act, 1950, dated Nil bearing Serial No. 32	Xerox	4.	09.09.1991	Mutation Proc.No. Kowkur /ROR/ 12/89	Xerox	
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5.	-	Pattadar Pass Book No.274568 and Title Deed No.212060 and Vide Patta No.142 of G. Pratap Reddy	Xerox
6.	21.10.1993	Declaration Creating Charge No. 5845/1993 executed by Sri G. Pratap Reddy, with Syndicate Farmers Service Co-operative Society Limited	Xerox
7.	27.01.1996	Simple Mortgage Deed with Continuity Clause bearing No. 187/1996 executed by Sri Gomaram Pratap Reddy with Syndicate Farmers Service Co-operative Society Limited	Xerox
8.	16.04.2005	Order bearing No. C/1474/2003 passed by the Revenue Divisional Officer, Chevella Division, Ranga Reddy District	Xerox
9.	07.02.2011	Award passed by the Lok Adalat, Ranga Reddy District, under Section 21 of the Legal Services Authorities Act, 1987, in O.S.No. 1141/2006	Xerox
10.	18.11.2010	Reconveyance of Mortgage No. 3985/2010	Xerox
11.	16.04.2011	Sale Deed Doc.No.2444/2013	Original
12.	16.04.2011	Sale Deed Doc.No.2445/2013	Original
13.	16.04.2011	Sale Deed Doc.No.2446/2013	Original
14.	16.04.2011	Sale Deed Doc.No.2447/2013	Original
15.	05.03.2013	Proceedings No. 1009/47-A/2013 issued by District Registrar and Collector, Ranga Reddy District	Original
16.	09.07.2019	Joint Development Agreement Cum General Power of attorney Doc.No.5379/2019	Original
17.	22.08.2019	Gift Settlement Deed for Charitable Purposes No. 6314/2019	Xerox
18.	28.02.2020	Affidavit of Sri Nilesh Agarwal Kartha of the HUF of M/s. Nilesh Agarwal (HUF)	Original

19.	28.02.2020	Affidavit of Sri Prem Kumar Sanghi Kartha of the HUF of M/s. Prem Kumar Sanghi (HUF)	Original
20.	15.11.2019	Land Conversion Proceedings bearing No. L/1056/2019 issued by Revenue Divisional Officer, Malkajgiri Division, Medchal Malkajgiri District	Original
21.	21.09.2019	Sanction Plan and Building Permit No.1/C27/14075/2019 and File No.1/C27/22157/2018	Original
22.	17.07.2019	Mortgage Deed No.5659/2019	Xerox
23.	25.09.2019	Rectification Deed No.7083/2019	Original
24.	01.10.2018	Limited Liability Partnership Agreement	Original
25.	18.09.2018	Certificate of Incorporation issued by the Registrar of Hyderabad, Ministry of Corporate Affairs	Original
26.	15.05.2019	Letter addressed by Registrar of Companies, Central Registration Centre, Ministry of Corporate Affairs, Government of India	Original
27.	20.05.2019	Amended Limited Liability Partnership (LLP) Agreement	Original
28.	17.06.2019	Fresh Certificate of Incorporation Consequent upon Change of Name	Original
29.	26.10.2018	No Objection Certificate for Height Clearance issued by the Airports Authority of India	Original
30.	-	Provisional No Objection Certificate bearing No. 0005548/PROV/Medchal/2018 issued by State Disaster Response & Fire Services Department, Government of Telangana	Original
31.	19.10.2019	Registration Certificate of Project issued by Telangana State Real Estate Regulatory Authority (Project Registration No. P02200001314)	Online Copy

32.	21.01.2020	Encumbrance Certificate bearing No. 45281535, issued by SRO Vallabh Nagar, for the period from 01.04.1987 to 12.10.2016	Original
33.	21.01.2020	Encumbrance Certificate bearing No. 45279659, issued by SRO Malkajgiri, for the period from 12.10.2016 to 19.01.2020	Original
34.	10.10.2020	Encumbrance Certificate dated 10.10.2020, bearing Statement No. 50101225, for the period from 24.03.1984 to 09.10.2020	Online Copy
35.		Prohibitory Properties List	Online Copy
36.	23.01.2020	Search Receipt Nos. 1012, 1014, 1011, 1013, issued by SRO Malkajgiri	Original
37.	23.01.2020	Search Receipt Nos. 1278, 1279 issued by SRO Malkajgiri	Original

5.	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.)	Certified copies of all relevant Title Documents obtained.
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	b) i) 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?	Yes I have obtained certified copies of Sale Deed Nos. 2444/2013, 2445/2013, 2446/2013 & 2447/2013 and JDA cum GPA Doc.No.5379/2019 & Rectification Deed No.7083/2019 and compared the certified copies with the originals and found the same to be in order.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Not Applicable, since the certified copies of the title documents are available.
6.	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?	Only details of the registered Sale Deed and other documents can be verified through online portal.
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	General Public have access to verify the documents for cross verification and Mee-Seva is providing certified copies of the documents registered from 2000 onwards.

	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 such online portal is available for verification of genuineness of stamp paper.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub- Registrar, Malkajgiri
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	No
	c) Whether search has been made at all the offices named at (b) above?	Certified copies obtained and search made and search in all the offices is not necessary. As EC will reflect the transaction pertaining to all the offices. The document will be registered with code of the office which has jurisdiction.
	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?	Not Applicable
8.	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. 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)	As detailed in Flow of Title

9.	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.)	JDA-GPA Holder
10.	If leasehold, whether;	Not Applicable
	a) Lease Deed is duly stamped and registered.	
	b) Lessee is permitted to mortgage the Leasehold right,	
	c) Duration of the Lease/unexpired period of lease,	
	d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) ?	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/ allotment/ Lease-cum/Sale Agreement, whether;	No
	Grant/ agreement etc., 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;	No
	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.	No Minor's interest is involved in the Property
14.	If the property has been transferred by way of Gift/ Settlement Deed, whether:	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

	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 separate 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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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?	No
16.	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will?	No
	(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
17.	(a) Whether the property is subject to any wakf rights?	No
	(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
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.,	No
	(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?	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
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.	No

	(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.	Yes obtained vide Proceedings bearing No. L/1056/2019 dated 15.11.2019, issued by Revenue Divisional Officer, Malkajgiri Division, Medchal Malkajgiri District
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.)	No
22.	(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.	No
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per the documents produced to me there is no litigation.
	(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/marking.	No
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(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(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	(a) 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 Registrar (ROC), Articles of Association /provision for common seal etc.	No
	(b) i) 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
	ii) 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
	iii) Whether the above Search of charges reveals any prior charges/encumbrance, on the property (proposed to be mortgaged) created by the Vendor company (Seller)?	Not Applicable
	iv) If the Search reveals encumbrances/charges, whether such charges/ encumbrances have been satisfied? Yes/No	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
27.	(a) Whether any POA is involved in the chain of title?	Yes
	(b) Whether the POA involved in 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.	Joint Development Agreement cum General Power of Attorney bearing No. 5379/2019 dated 10.07.2019
	(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 Property Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of	Not Applicable

	Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (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.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
	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?	Yes Yes JDA cum GPA Yes
	(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?)	JDA cum GPA is in force
	(g) Please comment on the genuineness of POA?	JDA cum GPA is genuine
	(h) The unequivocal opinion on the enforceability and validity of the POA?	JDA cum GPA is enforceable
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, whether it is executed.	Not Applicable
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty;	Verified Verified As stated above Verified NA NA

	(g) Requirement of registration of sale agreement, development agreement, POA, etc.; (h) Approval of building plan, permission of appropriate/local authority, etc.; (i) Conveyance in favour of Society /Condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.; (l) Share Certificates; (m) No objection letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations Development Control Regulations, Co-operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA Approved by GHMC NA NA. (Venture is under construction) NA NA NA NA NA NA NA NA (Under Construction)
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.	There are no encumbrances over the subject property.
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.	Encumbrance Certificate for the period from 01-04-1987 to 12.10.2016 issued by SRO Vallabh Nagar and for the period from 12.10.2016 to 19.01.2020 issued by SRO Malkajgiri
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. (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.	Not Applicable at this stage
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable at this stage
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/partition of the property is legally valid? (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
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (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 at this stage.
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 boundary? If so please elaborate/ comment on the same.	Not Applicable, to be verified based on Valuation Report.
39.	If the valuation report and /or sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (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.)	The Schedule Property is under construction and the present file is for project finance.

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.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI complaint (Y/N)	Yes
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 of 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.	As detailed below
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	As per the guidelines of the Bank.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective Purchasers upon execution of Sale Deed in their favour executed by Owners, Rep., by DA-GPA Holder
47.	Whether the Real Estates Project comes under Real Estate (Regulation and Development) Act, 2016? Yes/No	Yes
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes vide Project Registration No. P02200001314
	Whether the registered agreement for Sale as Prescribed in the above Act/Rules there under is executed?	Not furnished to me
	Whether the details of the apartment/ Plot in question	Yes

	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?	
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I am therefore of the considered opinion that **1. Sri Prem Kumar Sanghi, 2. Sri Prem Kumar Sanghi HUF, Rep., by its Karta, Shri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri. Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its, Karta Sri Nilesh Agarwal, 6. Smt. Mukta Agarwal, Rep., by their Joint Development Agreement cum GPA Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, Rep., by its Partner Sri. Anand S Mehta,** have clear and marketable title in respect of the Schedule Property and they can create a valid and enforceable equitable mortgage by deposit of above title deeds / registered mortgage in favour of the Bank.

Date: 13.10.2020

Place: Hyderabad.

SIGNATURE OF THE ADVOCATE

ANNEXURE

FLOW OF TITLE

So far as tracing of title to the Schedule Property is concerned, originally, as seen from the Cessala Pahani for the years 1955-58 and Pahani for the year 1960-61, it is evident that Sri Mohammed Habbebullu is the original pattadar of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Pahani for the year 1964-65, it is evident that Sri Mohammed Habbebullu is shown as pattadar and the names of Sri S. Ram Reddy and Sri G. Janga Reddy were shown as possessors of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Pahani for the year 1973-74, it is evident that Sri Mohammed Habbebullu is shown as pattadar and the names of 1) Sri Samala Linga Reddy, 2) Sri Y. Shiva Reddy, 3) Sri G. Laxma Reddy and 4) Sri G. Janga Reddy were shown as possessors of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Pahani for the year 1984-85, it is evident that Sri Mohammed Habbebullu is shown as pattadar and the names of 1) Sri Bal Reddy, 2) Sri Linga Reddy, 3) Sri G. Janga Reddy and 4) Sri Laxma Reddy were shown as possessors of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Pahani for the year 1988-89, it is evident that Sri Mohammed Habbebullu is shown as pattadar and the names of 1) Sri Bal Reddy, 2) Sri Shiva Reddy, 3) Sri G. Janga Reddy and 4) Sri Laxma Reddy were shown as possessors of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Pahani for the year 1990-91, it is evident that Sri Mohammed Habbebullu is shown as pattadar and the names of 1) Sri Y. Narsimha Reddy, 2) Sri S. Devender, 3) Sri G. Janga Reddy and 4) Sri G. Laxma Reddy were shown as possessors of land admeasuring Ac. 9.38 Guntas, in Survey No. 196, situated at Kowkur Village, Ranga Reddy District.

As seen from the Certificate issued under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act, 1950, dated Nil bearing Serial No. 32, issued by Tahsildar, Malkajgiri, it is evident that Sri Gomarapu Jangaiah S/o. Ram Reddy is declared as Protected Tenant in respect of land admeasuring Ac. 4.38 Guntas, in Survey No. 196, situated at Kowkur Village, Medchal Taluq, Ranga Reddy District.

Thereafter, upon the death of Sri Gomarapu Jangaiah and upon the application made by Sri G. Pratap Reddy (son of Jangaiah) and Sri G. Lakshma Reddy (brother of Jangaiah), to the revenue authorities, their names have been mutated in the ROR Record as pattadars in respect of land admeasuring Ac. 2.19 Guntas each in Survey No. 196, situated at Kowkur Village, and the same is evident from the Proceedings bearing No. Kowkur/ROR/12/1989 dated 09.09.1991 issued by Mandal Revenue Officer, Malkajgiri Mandal, Ranga Reddy.

Subsequently, Sri G. Pratap Reddy obtained Pattadar Passbook bearing No. 274568 Patta No. 142 issued by MRO, Malkajgiri Mandal and Title Deed No. 212960 bearing Patta No. 142, issued by Revenue Divisional Officer, Chevella Mandal, Ranga Reddy District, in his favour, in respect of land admeasuring Ac. 2.19 Guntas in Survey No. 196/U situated at Kowkur Village.

As seen from the Pahani for the year 1992-93, it is evident that Sri G. Pratap Reddy is shown as pattadar and possessor in respect of land admeasuring Ac. 2.19 Guntas in Survey No. 196/U of Kowkur Village, Malkajgiri Mandal, Ranga Reddy District.

As seen from the Pahanies for the years from 1995-96, 1998-99, 1999-2000, 2000-2001, 2005-2006, 2011-2012, 2013-14 and 2014-15, it is evident that Sri G. Pratap Reddy is shown as pattadar and possessor in respect of land admeasuring Ac. 2.19 Guntas in Survey No. 196/EE of Kowkur Village, Malkajgiri Mandal, Ranga Reddy District.

It is important to note that as per the Pattadar Passbook and Title Deed and Pahani for the year 1992-93, the Survey Number is mentioned as “196/U” and the subsequent pahanies reflects the Survey Number as “196/EE”. In this regard, I sought clarification from the Applicant, upon which he has furnished a certified extract issued by Nabi Tahsildar, Malkajgiri Mandal, wherein a photograph of Sri G. Pratap Reddy is shown against land in Survey No. 196/EE for an extent of Ac. 2.19 Guntas (while refereeing the Patta No. 142, Pattadar Passbook bearing No. 274568) and also Adangal Pahani (Fasli 2019) dated 13.01.2020, wherein the name of Sri G. Pratap Reddy is shown as pattadar in respect of land admeasuring

Ac. 0.09 Guntas in Survey No. 196/EE1 which was retained by him. In view of the said clarification Sri G. Pratap Reddy is the pattadar of land in Survey No. 196/EE.

As seen from the registered Declaration Creating Charge bearing No. 5845/1993 dated 21.10.1993, registered with the Office of Sub-Registrar, Vallabhnagar, it is evident that Sri G. Pratap Reddy, had crated mortgage of the property i.e. land admeasuring Ac. 2.19 Guntas in Survey No. 196 of Kowkur Village, Malkajgiri Mandal, Ranga Reddy District, with Syndicate Farmers Service Co-operative Society Limited.

As seen from the registered Simple Mortgage Deed with Continuity Clause bearing No. 187/1996 dated 27.01.1996, wherein it is evident that Sri Gomaram Pratap Reddy had created mortgage of i.e. land admeasuring Ac. 2.19 Guntas in Survey No. 196 of Kowkur Village, Malkajgiri Mandal, Ranga Reddy District, with Syndicate Farmers Service Co-operative Society Limited, by depositing 1) Certificate issued by Tahsildar, 2) Pahani for the year 1992-93, 3) Pahani for the years 1973-74, 1984-85 and 1991-92 and 4) Proceedings of the MRO dated 09.09.1991.

As seen from the Order bearing No. C/1474/2003 dated 16.04.2005, passed by the Revenue Divisional Officer, Chevella Division, Ranga Reddy District, wherein it is evident that 1) Sri G. Venkat Ram Reddy, 2) Sri G. Mallikarjun Reddy, 3) Smt. S. Vimala Rajeshwari and 4) Smt. A. Vinoda Parameshwari, (Appellants) (who are the grandsons of late Janga Reddy) have preferred appeal under Section 5 (5) of the A.P. Rights in Land and Pattadar Passbooks Act, 1971 aggrieved by the order passed by the Mandal Revenue Officer, Malkajgiri Mandal, in Reference No. ROR/12/89 dated Nil, in respect of land in Survey No. 196/EE admeasuring Ac. 2.19 Guntas, situated at Kowkur Village, Malkajgiri Mandal, against 1) Sri G. Pratap Reddy and 2) Sri G. Narsimha Reddy. However, the said appeal has been dismissed by the RDO holding that the claim made by the Appellants is false.

As seen from the Award dated 07.02.2011 passed by the Lok Adalat, Ranga Reddy District, under Section 21 of the Legal Services Authorities Act, 1987, in O.S.No. 1141/2006 on the file of IV Additional Senior Civil Judge, Ranga Reddy District, wherein it is evident that 1) Sri G. Venkat Ram Reddy and 2) Smt. S. Vimala Rajeshwari, have filed the said suit for partition of plaint schedule property i.e. land admeasuring Ac. 2.19 Guntas in Survey No. 196, situated at Kowkur Village against 1) Sri G. Narsimha Reddy, 2) Sri G. Mallikarjun Reddy, 3) Smt. G. Vinoda Parmeswari and 4) Sri G. Pratap Reddy. The said dispute has been settled by way of compromise and by virtue of the said compromise, it is agreed that the plaint schedule property shall be sold by Defendant No. 4 to any intending purchaser in

open market to the knowledge of Plaintiffs and other Defendants and out of the sale proceeds so received, sale consideration amount for 15 guntas of land out of plaint schedule property shall be received jointly by Plaintiffs and Defendant Nos. 1 to 3 towards their joint share and the sale consideration amount for remaining extent of Ac. 2.04 Guntas shall be received by Defendant No. 4 towards his share. Further, it is agreed that in the sale deed in favour of the purchaser, it shall be recorded that Plaintiffs and Defendants 1 to 3 are jointly the owners of Ac. 0.15 Guntas of land and that the purchaser to issue a cheque to them for 15 guntas in the name of the Plaintiffs or Defendants 1 to 3 and would be amicably decided between Plaintiffs and Defendants 1 to 3 and shall be nominated by them to disclose the same to Defendant No.4 for incorporation of the same in the sale deed and if nothing is informed, in the sale deed the cheque towards the sale consideration of 15 guntas shall be issued in the name of Defendant No.1 and accordingly the said Award has been passed by the Lok Adalat.

As seen from the registered Re-conveyance of Mortgage bearing No. 3985/2010 dated 18.11.2010, registered with the Office of Sub-Registrar, Vallabh Nagar, it is evident that Syndicate Farmer Service Co-operative Society Limited, Alwal, Rep., by its Field Officer, Sri B. Jaya Ram Reddy, had released / relinquished the mortgage rights created in respect of the land Ac. 2.19 Guntas in Survey No. 196, situated at Kowkur Village by executing registered Declaration Creating Charge bearing No. 5845/1993 dated 21.10.1993, and Simple Mortgage Deed with Continuity Clause bearing No. 187/1996 dated 27.01.1996 by Sri Gomaram Pratap Reddy.

As seen from the **Sale Deed bearing No. 2444/2013 dated 16.04.2011**, registered with the Office of Sub-Registrar, Vallabh Nagar, it is evident that 1) Sri Gowmarapu Pratap Reddy, 2. Sri. Gowmarapu Narsimha Reddy, 3. Smt. Gowmarapu Krishna Veni @ S. Kishtamma, 4. Smt. Gowmarapu Vijaya @ Mandadi Vijaya (Vendors) and 1. Sri Gowmarapu Sita Ram Reddy, 2. Smt. Gowmarapu Maheshwari @ B. Maheshwari, 3. Sri Gowmarapu Madhava Reddy, 4. Smt. Gowmarapu Vimala Rajeshwari @ S.Rajeshwari, 5. Smt. Gowmarapu Vinoda Parmeshwari, @ Aadireddy Parameshwari, 6. Sri G. Venakat Ram Reddy, and 7. Sri G. Mallikarjun Reddy (Consenting Parties) have sold land admeasuring Ac. 0-17.73 Gts., out of their total land admeasuring Ac.2-19 Gts., in Sy.No.196/E of Kowkur Village, Malkajgiri Mandal Ranga Reddy District to 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri Nilesh Agarwal, and 6. Smt. Mukta Agarwal.

As seen from the **Sale Deed bearing No. 2445/2013 dated 16.04.2011**, registered with the Office of Sub-Registrar, Vallabhnagar, it is evident that 1) Sri Gowmarapu Pratap Reddy, 2. Sri. Gowmarapu Narsimha Reddy, 3. Smt. Gowmarapu Krishna Veni @ S. Kishtamma, 4. Smt. Gowmarapu Vijaya @ Mandadi Vijaya (Vendors) and 1. Sri Gowmarapu Sita Ram Reddy, 2. Smt. Gowmarapu Maheshwari @ B. Maheshwari, 3. Sri Gowmarapu Madhava Reddy, 4. Smt. Gowmarapu Vimala Rajeshwari @ S.Rajeshwari, 5. Smt. Gowmarapu Vinoda Parmeshwari, @ Aadireddy Parameshwari, 6. Sri G. Venakat Ram Reddy, and 7. Sri G. Mallikarjun Reddy (Consenting Parties) have sold land admeasuring Ac. 0-19.68 Gts., out of their total land admeasuring Ac.2-19 Gts., in Sy.No.196/E of Kowkur Village, Malkajgiri Mandal Ranga Reddy District to 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. Nilesh Agarwal, and 6. Smt. Mukta Agarwal.

As seen from the **Sale Deed bearing No. 2446/2013 dated 16.04.2011**, registered with the Office of Sub-Registrar, Vallabhnagar, it is evident that 1) Sri Gowmarapu Pratap Reddy, 2. Sri. Gowmarapu Narsimha Reddy, 3. Smt. Gowmarapu Krishna Veni @ S. Kishtamma, 4. Smt. Gowmarapu Vijaya @ Mandadi Vijaya (Vendors) and 1. Sri Gowmarapu Sita Ram Reddy, 2. Smt. Gowmarapu Maheshwari @ B. Maheshwari, 3. Sri Gowmarapu Madhava Reddy, 4. Smt. Gowmarapu Vimala Rajeshwari @ S.Rajeshwari, 5. Smt. Gowmarapu Vinoda Parmeshwari, @ Aadireddy Parameshwari, 6. Sri G. Venkat Ram Reddy, and 7. Sri G. Mallikarjun Reddy (Consenting Parties) have sold land admeasuring Ac. 0-18.68 Gts., out of their total land admeasuring Ac.2-19 Gts., in Sy.No.196/E of Kowkur Village, Malkajgiri Mandal Ranga Reddy District to 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. Nilesh Agarwal, and 6. Smt. Mukta Agarwal.

As seen from the **Sale Deed bearing No. 2447/2013 dated 16.04.2011**, registered with the Office of Sub-Registrar, Vallabhnagar, it is evident that 1) Sri Gowmarapu Pratap Reddy, 2. Sri. Gowmarapu Narsimha Reddy, 3. Smt. Gowmarapu Krishna Veni @ S. Kishtamma, 4. Smt. Gowmarapu Vijaya @ Mandadi Vijaya (Vendors) and 1. Sri Gowmarapu Sita Ram Reddy, 2. Smt. Gowmarapu Maheshwari @ B. Maheshwari, 3. Sri Gowmarapu Madhava Reddy, 4. Smt. Gowmarapu Vimala Rajeshwari @ S.Rajeshwari, 5. Smt. Gowmarapu Vinoda Parmeshwari, @ Aadireddy Parameshwari, 6. Sri G. Venakat Ram Reddy, and 7. Sri G. Mallikarjun Reddy (Consenting Parties) have sold land admeasuring Ac. 0-23.91 Gts., out of their total land admeasuring Ac.2-19 Gts., in Sy.No.196/E of Kowkur Village, Malkajgiri Mandal Ranga Reddy District to 1. Sri. Prem

Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. Nilesh Agarwal, and 6. Smt. Mukta Agarwal.

It is pertinent to mention here that though the above said four sale deeds were executed and presented for registration on 16.04.2011, the same were kept pending and were given pending Document Nos. P23/2011 to P26/2011 by the Sub-Registrar, Vallabhnagar, for determination of market value and upon representation made by the parties, the District Registrar and Collector, Ranga Reddy District passed Orders vide Proceedings No. 1009/47-A/2013 dated 05.03.2013 directing the claimants in the instrument / sale deeds to pay the deficit stamp duty.

Thereafter, 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. Nilesh Agarwal, and 6. Smt. Mukta Agarwal, have entered into registered **Joint Development Agreement cum General Power of Attorney bearing No. 5379/2019 dated 09.07.2019**, registered with the Office of Sub-Registrar, Malkajgiri, with M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, represented by its Partner, Sri. Anand S Metha, agreeing to develop and to do all acts, deeds and things, in respect of portion of the land area to the extent of Ac. 2-00 Gts., forming a part of Sy.No.196, Kowkur Village, Malkajgiri Mandal Medchal-Malkajgiri District, and have identified and determined their respective ownership of the 119 flats (as per Annexure-A to JDA cum GPA) along with proportional parking space proposed to be constructed in a group housing scheme named and styled as “Greenwood Heights” together with their respective proportionate undivided share in the land, and the Developer shall have ownership rights on 76 flats aggregating to about 1,32,500 Sq.ft., and of constructed area along with 5,618 Sq.Yards of undivided share of land and the Owners shall have ownership rights on 43 flats aggregating to about 74,560 Sq.ft., of constructed area along with 3,161 Sq.Yards of undivided share of land.

Block No	Flat No	Carpet area in Sft	Built-up area	Super Built-up area Sft	Flat allotted to	Undivided share of land
A	101	1,254	1,322	1,715	Developer	72.72
A	102	1,254	1,322	1,715	Developer	72.72
A	103	1,254	1,322	1,715	Developer	72.72
A	104	1,247	1,321	1,715	Developer	72.72
A	105	1,247	1,321	1,715	Developer	72.72
B	106	1,247	1,321	1,715	Developer	72.72
B	107	1,247	1,321	1,715	Developer	72.72

B	108	1,247	1,321	1,715	Developer	72.72
B	109	1,247	1,321	1,715	Developer	72.72
B	110	1,247	1,321	1,715	Developer	72.72
B	111	1,247	1,321	1,715	Developer	72.72
B	112	1,247	1,321	1,715	Developer	72.72
B	113	879	939	1,220	Developer	51.73
A	114	1,421	1,498	1,945	Developer	82.47
A	115	1,421	1,498	1,945	Developer	82.47
A	116	1,421	1,498	1,945	Developer	82.47
A	117	1,421	1,498	1,945	Developer	82.47
A	201	1,254	1,322	1,715	Developer	72.72
A	202	1,254	1,322	1,715	Owner No.1	72.72
A	203	1,254	1,322	1,715	Developer	72.72
A	204	1,247	1,321	1,715	Developer	72.72
A	205	1,247	1,321	1,715	Owner No.2	72.72
B	206	1,247	1,321	1,715	Developer	72.72
B	207	1,247	1,321	1,715	Developer	72.72
B	208	1,247	1,321	1,715	Owner No.3	72.72
B	209	1,247	1,321	1,715	Developer	72.72
B	210	1,247	1,321	1,715	Developer	72.72
B	211	1,247	1,321	1,715	Owner No.4	72.72
B	212	1,247	1,321	1,715	Developer	72.72
B	213	879	939	1,220	Developer	51.73
A	214	1,421	1,498	1,945	Owner No.5	82.47
A	215	1,421	1,498	1,945	Developer	82.47
A	216	1,421	1,498	1,945	Developer	82.47
A	217	1,421	1,498	1,945	Owner No.6	82.47
A	301	1,254	1,322	1,715	Developer	72.72
A	302	1,254	1,322	1,715	Developer	72.72
A	303	1,254	1,322	1,715	Owner No.1	72.72
A	304	1,247	1,321	1,715	Developer	72.72
A	305	1,247	1,321	1,715	Developer	72.72
B	306	1,247	1,321	1,715	Owner No.2	72.72
B	307	1,247	1,321	1,715	Developer	72.72
B	308	1,247	1,321	1,715	Developer	72.72
B	309	1,247	1,321	1,715	Owner No.3	72.72
B	310	1,247	1,321	1,715	Developer	72.72
B	311	1,247	1,321	1,715	Owner No.4	72.72
B	312	1,247	1,321	1,715	Owner No.5	72.72
B	313	879	939	1,220	Developer	51.73
A	314	1,421	1,498	1,945	Developer	82.47
A	315	1,421	1,498	1,945	Owner No.6	82.47
A	316	1,421	1,498	1,945	Developer	82.47

A	317	1,421	1,498	1,945	Developer	82.47
A	401	1,254	1,322	1,715	Owner No.1	72.72
A	402	1,254	1,322	1,715	Developer	72.72
A	403	1,254	1,322	1,715	Developer	72.72
A	404	1,247	1,321	1,715	Owner No.2	72.72
A	405	1,247	1,321	1,715	Developer	72.72
B	406	1,247	1,321	1,715	Developer	72.72
B	407	1,247	1,321	1,715	Owner No.3	72.72
B	408	1,247	1,321	1,715	Developer	72.72
B	409	1,247	1,321	1,715	Developer	72.72
B	410	1,247	1,321	1,715	Owner No.4	72.72
B	411	1,247	1,321	1,715	Developer	72.72
B	412	1,247	1,321	1,715	Developer	72.72
B	413	879	939	1,220	Owner No.5	51.73
A	414	1,421	1,498	1,945	Developer	82.47
A	415	1,421	1,498	1,945	Developer	82.47
A	416	1,421	1,498	1,945	Owner No.6	82.47
A	417	1,421	1,498	1,945	Developer	82.47
A	501	1,254	1,322	1,715	Owner No.1	72.72
A	502	1,254	1,322	1,715	Owner No.1	72.72
A	503	1,254	1,322	1,715	Developer	72.72
A	504	1,247	1,321	1,715	Owner No.2	72.72
A	505	1,247	1,321	1,715	Owner No.3	72.72
B	506	1,247	1,321	1,715	Developer	72.72
B	507	1,247	1,321	1,715	Owner No.3	72.72
B	508	1,247	1,321	1,715	Owner No.4	72.72
B	509	1,247	1,321	1,715	Developer	72.72
B	510	1,247	1,321	1,715	Owner No.4	72.72
B	511	1,247	1,321	1,715	Owner No.5	72.72
B	512	1,247	1,321	1,715	Developer	72.72
B	513	879	939	1,220	Developer	51.73
A	514	1,421	1,498	1,945	Owner No.6	82.47
A	515	1,421	1,498	1,945	Developer	82.47
A	516	1,421	1,498	1,945	Developer	82.47
A	517	1,421	1,498	1,945	Owner No.1	82.47
A	601	1,254	1,322	1,715	Developer	72.72
A	602	1,254	1,322	1,715	Developer	72.72
A	603	1,254	1,322	1,715	Owner No.2	72.72
A	604	1,257	1,321	1,715	Owner No.2	72.72
A	605	1,247	1,321	1,715	Developer	72.72
B	606	1,247	1,321	1,715	Owner No.3	72.72
B	607	1,247	1,321	1,715	Developer	72.72
B	608	1,247	1,321	1,715	Developer	72.72

B	609	1,247	1,321	1,715	Owner No.5	72.72
B	610	1,247	1,321	1,715	Developer	72.72
B	611	1,247	1,321	1,715	Developer	72.72
B	612	1,247	1,321	1,715	Owner No.6	72.72
B	613	879	939	1,220	Owner No.5	51.73
A	614	1,421	1,498	1,945	Owner No.4	82.47
A	615	1,421	1,498	1,945	Owner No.1	82.47
A	616	1,421	1,498	1,945	Owner No.6	82.47
A	617	1,421	1,498	1,945	Developer	82.47
A	701	1,254	1,322	1,715	Owner No.2	72.72
A	702	1,254	1,322	1,715	Developer	72.72
A	703	1,254	1,322	1,715	Developer	72.72
A	704	1,247	1,321	1,715	Owner No.3	72.72
A	705	1,247	1,321	1,715	Developer	72.72
B	706	1,247	1,321	1,715	Developer	72.72
B	707	1,247	1,321	1,715	Owner No.4	72.72
B	708	1,247	1,321	1,715	Developer	72.72
B	709	1,247	1,321	1,715	Developer	72.72
B	710	1,247	1,321	1,715	Owner No.5	72.72
B	711	1,247	1,321	1,715	Developer	72.72
B	712	1,247	1,321	1,715	Developer	72.72
B	713	879	939	1,220	Owner No.6	51.73
A	714	1,421	1,498	1,945	Developer	87.47
A	715	1,421	1,498	1,945	Developer	82.47
A	716	1,421	1,498	1,945	Owner No.1 (41.50% share) and Owner 5 (58.50% share)	82.47
A	717	1,421	1,498	1,945	Developer	82.47
Total		1,50,836	1,59,502	2,07,060		8.779

Note: As stated below the allotment of Flat Nos. 102, 105, 108, 111, 114, 202, 205, 208, 211 and 214 were rectified by executing registered Rectification Deed bearing No. 7083/2019, dated 25.09.2019.

Summary-Allotment of Flats between Owners and Developer				
Allotted to		Number of Flats	Super built-up area in Sft	Undivided share of land in Sq.Yards
Developer		76.000	1,32,500	5,618
Owner No.1		7.415	13,272	563
Owner No.2		7.000	12,005	509

Owner No.3	7.000	12,005	509	
Owner No.4	7.000	12,235	519	
Owner No.5	7.585	12,383	525	
Owner No.6	7.000	12,660	537	
Total	119	2,07,060	8,779	

As seen from the Gift Settlement Deed for Charitable Purposes bearing No. 6314/2019 dated 22.08.2019, registered with the Office of Sub-Registrar, Malkajgiri, it is evident that 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. Nilesh Agarwal, and 6. Smt. Mukta Agarwal, represented by their Joint Development Agreement cum General Power of Attorney Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, represented by its Partner, Sri. Anand S Metha, had gifted / settled piece and parcel of peripheral road admeasuring 910.53 Sq.Yards (761.32 Sq.Mts.,) in part of Survey No. 196, situated at Kowkoor Village, GHMC Alwal Circle, Alwal Mandal, Medchal Malkajgiri District, to the Commissioner, Greater Hyderabad Municipal Corporation.

As seen from the Affidavit dated 28.02.2020, Sri Nilesh Agarwal Kartha of the HUF of M/s. Nilesh Agarwal (HUF) deposed that the land admeasuring Ac. 2.00 Guntas, forming part of Survey No. 196, situated at Kowkur Village, Malkajgiri Mandal, Medchal Malkajgiri District, was purchased in the name of the said HUF and that 1) Smt. Mukta Agarwal (Wife), 2) Sri Yash Agarwal (Son) and 3) Ms. Navya Agarwal (Daughter) are the coparceners of the said HUF and he is representing the said coparceners and the said coparceners have given their consent to the Kartha for direct and / or indirect beneficial interest of the members of the HUF for selling the property in favour of the prospective purchasers.

As seen from the Affidavit dated 28.02.2020, Sri Prem Kumar Sanghi Kartha of the HUF of M/s. Prem Kumar Sanghi (HUF) deposed that the land admeasuring Ac. 2.00 Guntas, forming part of Survey No. 196, situated at Kowkur Village, Malkajgiri Mandal, Medchal Malkajgiri District, was purchased in the name of the said HUF and that 1) Smt. Sushma Sanghi (Wife), 2) Ms. Nishi Sanghi (Daughter) and 3) Ms. Prishita Sanghi (Daughter) and 4) Sri Nakul Sanghi (Son) are the coparceners of the said HUF and he is representing the said coparceners and the said coparceners have given their consent to the Kartha for direct and / or indirect

beneficial interest of the members of the HUF for selling the property in favour of the prospective purchasers.

As seen from the Land Conversion Proceedings bearing No. L/1056/2019 dated 15.11.2019, issued by Revenue Divisional Officer, Malkajgiri Division, Medchal Malkajgiri District, wherein it is evident that the land admeasuring Ac. 1.32 Guntas, in Survey No. 196, situated at Kowkooor Village, has been converted from “agricultural use” to “non-agricultural” purposes.

As seen from the Sanction Plan and Permit bearing No. 1/C27/14075/2019 dated 21.09.2019, issued by Commissioner, GHMC, it is evident that permission is accorded to Sri Prem Kumar Sanghi & Others, for the construction of 2 Cellar + Ground + 6 Upper Floors on land admeasuring 8099.63 Sq.Mts., in Survey No. 196, situated at Kowkooor, Yaprul Road, Hyderabad. **Further, it is evident that the land admeasuring 758.74 Sq.Mts., is road affected area and the net area is 7340.89 Sq.Mts., and that proposed First Floor is mortgaged to GHMC by executing registered Mortgage Deed bearing No. 5659/2019 dated 20.07.2019.**

As seen from the Annexure-II Affidavit bearing No. 5659/2019 dated 17.07.2019 registered with the Office of Sub-Registrar, Malkajgiri, it is evident that 1. Sri. Prem Kumar Sanghi, 2. Sri. Prem Kumar Sanghi HUF, Rep. by its Karta, Sri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri Nilesh agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its Karta, Sri. K.N. Agarwal, and 6. Smt. Mukta Agarwal, represented by their JDA cum GPA Holder, M/s. Mehta and Modi Realty Kowkur LLP, Represented by its Designated Partner Sri. Anand S Mehta have created mortgage of built up area of 2,138.30 Sq.Mtrs (equivalent to 22,930.36 Sft.,) (built up area of 16 flats bearing Nos. 201 to 216 admeasuring 1,993.45 Sq.Mts and amenities area admeasuring 144.85 Sq.Mts) on First Floor along with undivided share of land 1,171.78 Sq.yds, in the proposed gated community group housing to be constructed on Sy.No.196(P) situated Kawkur Village, GHMC Alwal Circle Malkajgiri Revenue Mandal Hyderabad Medchal-Malkajgiri District.

As seen from the Rectification Deed bearing No. 7083/2019, dated 25.09.2019, registered with the Office of Sub-Registrar, Malkajgiri, it is evident that the parties to the principal document i.e. Joint Development Agreement cum General Power of Attorney bearing No. 5379/2019 have rectified the clerical mistakes crept in the principal deed with regard to allotment of flats between them. By virtue of the said Rectification Deed, the same were rectified as under:

Allotment of flats wrongly mentioned at Page 18 of JDA-GPA:

Block No	Flat No.	Carpet Area in Sft	Built up Area in Sft	Super Built up Area in Sft	Flat Allotted to	Undivided share of land in Sq.Yards
A	102	1,254	1,322	1,715	Developer	72.72
A	105	1,247	1,321	1,715	Developer	72.72
B	108	1,247	1,321	1,715	Developer	72.72
B	111	1,247	1,321	1,715	Developer	72.72
A	114	1,421	1,498	1,945	Developer	82.47
A	202	1,254	1,322	1,715	Owner No.1	72.72
A	205	1,247	1,321	1,715	Owner No.2	72.72
B	208	1,247	1,321	1,715	Owner No.3	72.72
B	211	1,247	1,321	1,715	Owner No.4	72.72
A	214	1,421	1,498	1,945	Owner No.5	82.47

Allotment of flats rectified / corrected at under:

Block No	Flat No.	Carpet Area in Sft	Built up Area in Sft	Super Built up Area in Sft	Flat Allotted to	Undivided share of land in Sq.Yards
A	102	1,254	1,322	1,715	Owner No.1	72.72
A	105	1,247	1,321	1,715	Owner No.2	72.72
B	108	1,247	1,321	1,715	Owner No.3	72.72
B	111	1,247	1,321	1,715	Owner No.4	72.72
A	114	1,421	1,498	1,945	Owner No.5	82.47
A	202	1,254	1,322	1,715	Developer	72.72
A	205	1,247	1,321	1,715	Developer	72.72
B	208	1,247	1,321	1,715	Developer	72.72
B	211	1,247	1,321	1,715	Developer	72.72
A	214	1,421	1,498	1,945	Developer	82.47

As seen from the Limited Liability Partnership Agreement dated 01.10.2018, it is evident that 1) M/s. Modi Properties Private Limited, Rep., by its Managing Director, Mr. Soham Satish Modi and 2) Mr. Anand S. Mehta, have agreed to form a Limited Liability Partnership (LLP) under LLP Act, 2008, under the name and style of “M/s. Mehta and Modi Realty Annojiguda LLP”, with main object to do business in a) buy and sell immovable property, b) develop immovable property, c)

take on lease of immovable property and etc., commencing from 1st October, 2018, and further first and second party shall be the designated partners of the LLP and have agreed to share the profit and loss in the ratio of 75%;25% respectively and that designated partners shall be authorized to enter into an agreement of sale, sale deed, GPA, MOU etc., with respect to the business of the firm.

As seen from the Certificate of Incorporation dated 18.09.2018, issued by the Registrar of Hyderabad, Ministry of Corporate Affairs, evidences that Mehta & Modi Realty (Annojiguda) LLP is incorporated under Section 12(1) of the Limited Liability Partnership Act, 2008 bearing LLP Identification No. AAN-2987.

As seen from the Letter dated 15.05.2019, addressed by Registrar of Companies, Central Registration Centre, Ministry of Corporate Affairs, Government of India, the name of “Mehta & Modi Realty (Annojiguda) LLP” has been changed to “Mehta & Modi Realty Kowkur LLP”.

As seen from the Amended Limited Liability Partnership (LLP) Agreement dated 20.05.2019, it is evident that 1) M/s. Modi Properties Private Limited, Rep., by its Managing Director, Mr. Soham Modi and 2) Mr. Anand S. Mehta, have agreed to do business of real estate developers, managers, advisors, distributors, wholesale dealers and etc., in Limited Liability Partnership under the name and style of “M/s. Mehta and Modi Realty Kowkur LLP”.

As seen from the Fresh Certificate of Incorporation Consequent upon Change of Name dated 17.06.2019, under Rule 20 (3) of the Rule 20 of the LLP Rules, 2009, issued by the Assistant Registrar of Companies reveals that Mehta & Modi Realty (Annojiguda) LLP is changed to Mehta & Modi Realty Kowkur LLP, vide LLP Identification No. AAN-2987.

As seen from the No Objection Certificate for Height Clearance issued by the Airports Authority of India dated 26.10.2018 it is evident that Sri Prem Kumar Sanghi & Others have obtained NOC for the proposed construction of high raise residential apartments on open land in Survey Nos. 196 P and 196/VU, situated at Kawkoor Village, Malkajgiri Mandal under GHMC Alwal Circle, Medchal Malkajgiri District.

As seen from the Provisional No Objection Certificate bearing No. 0005548/PROV/Medchal/2018 issued by State Disaster Response & Fire Services Department, Government of Telangana, it is evident that Sri Prem Kumar Sanghi & Others have obtained NOC for the proposed construction of residential building

consisting of 2 Cellars, 1 Ground, 6 Upper Floors, on land in Survey Nos. 196, situated at Kawkoor Village, Malkajgiri Mandal under GHMC Alwal Circle, Medchal Malkajgiri District.

As seen from the Registration Certificate of Project dated 19.10.2019, issued by Telangana State Real Estate Regulatory Authority, it is certified that the project **“Greenwood Heights”** in Survey No. 196, situated at Alwal, Medchal-Malkajgiri District, has been registered vide Project Registration No. P02200001314.

Encumbrance Certificate dated 21.01.2020, bearing No. 45281535, issued by SRO Vallabh Nagar, for the period from 01.04.1987 to 12.10.2016, shows the execution of Sale Deed bearing Nos. 2444/2013, 2445/2013, 2446/2013 & 2447/2013 all dated 16.04.2011, in favour of Sri Prem Kumar Sanghi & 5 Others in respect of Schedule Property.

Encumbrance Certificate dated 21.01.2020, bearing Statement No. 45279659, issued by SRO Malkajgiri, for the period from 12.10.2016 to 19.01.2020, and online Encumbrance Certificate dated 10.10.2020, bearing Statement No. 50101225, for the period from 24.03.1984 to 09.10.2020 shows the execution of Joint Development Agreement cum GPA bearing No. 5379/2019, executed by Sri Prem Kumar Sanghi & 5 Others, in favour of M/s. Mehta & Modi Realty Kowkur LLP, in respect of the Schedule Property. The EC also discloses the execution of Mortgage Deed bearing No. 5659/2019, dated 17.07.2019 executed by Sri Prem Kumar Sanghi & 5 Others, Rep., by their DA-GPA Holder, in favour of Commissioner, GHMC, in respect of Flat Nos. 201 to 216 (16 flats area of 2,138.30 Sq.Ts., equivalent to 22,930.36 Sq.ft.,) along with undivided share of land admeasuring 1,171.78 Sq.Yards. Further the EC also discloses the execution of Rectification Deed bearing No. 7083/2019 dated 25.09.2019, executed by and between Sri Prem Kumar Sanghi & 5 Others, in favour of M/s. Mehta & Modi Realty Kowkur LLP.

I have verified the Prohibited Properties List maintained by the Registration & Stamps Department, Government of Telangana in respect of the subject Property and I have **not found** land in Sy.No.196, of Kowkur Village, Alwal Malkajgiri District in the Prohibitory List.

I am therefore of the considered opinion that **1. Sri Prem Kumar Sanghi, 2. Sri Prem Kumar Sanghi HUF, Rep., by its Karta, Shri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri. Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep. by its, Karta Sri Nilesh Agarwal, 6. Smt.Mukta Agarwal, Rep., by their Joint Development Agreement cum GPA Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, Rep., by its Partner Sri. Anand S Mehta,** have clear and marketable title in respect of the Schedule Property and they can create a valid and enforceable equitable mortgage by deposit of above title deeds / registered mortgage in favour of the Bank.

Hyderabad

Date: 13.10.2020

[K.S. LAKSHMI]

K.S. LAKSHMI
Advocate



**D.No.40/1, 2nd Floor,
“Manga Buildings”,
Opp. Deccan Chronicle,
Sarojini Devi Road,
Secunderabad - 03
Phone No. 9618489933**

Annexure – C: Certificate of title

1. I have examined the Original / Certified / Xerox Copies of Title Deeds deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage of the subject property (*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 the said Equitable Mortgage will satisfy the requirements of creation of 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 do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. 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 Panchayath Office, Land acquisition Office, Registrar of Companies Office, Wakf Board (where ever 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. The scrutiny of certified copies of **Sale Deed Nos. 2444/2013, 2445/2013, 2446/2013 & 2447/2013 & JDA Cum GPA Doc.No.5379/2019 and Rectification Deed Doc.No.7083/2019** are obtained from the concerned registrar office and encumbrance certificate (EC) through on line by meeseva, I hereby certify the genuineness of the Title Deed.
5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period 01.04-1987 to 19-01-2020 issued by SRO Malkajgiri pertaining to the Immovable property/(ies) covered by above said Title Deeds.

6. Minor/(s) and his/their interest in the property/(ies) is the extent of(Specify the share of the Minor with Name). (Not applicable).
7. The Mortgage will be available to the Bank for Liability of the Intending Borrower – **Prospective Purchaser/s**
8. I certify that the Applicants **1. Sri Prem Kumar Sanghi, 2. Sri Prem Kumar Sanghi HUF, Rep., by its Karta, Shri Prem Kumar Sanghi, 3. Smt. Sushma Sanghi, 4. Sri. Nilesh Agarwal, 5. Sri Nilesh Agarwal HUF, Rep.by its, Karta Sri Nilesh Agarwal, 6. Smt.Mukta Agarwal, Rep., by their Joint Development Agreement cum GPA Holder, M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm, Rep., by its Partner Sri. Anand S Mehta,** have got absolute, clear & marketable title to the Schedule Property.
9. 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/C.C./ Xerox
1.	-	Cessala Pahani for the years 1955-58	Xerox
2.	-	Pahani Patrikas for the years 1960-61, 1964-65, 1973-74, 1984-85, 1988-89, 1990-91, 1992-93, 1995-96, 1998-99, 1999-2000, 2000-2001, 2005-2006, 2011-2012, 2013-14 and 2014-15	Xerox
3.	-	Certificate issued under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act, 1950, dated Nil bearing Serial No. 32	Xerox
4.	09.09.1991	Mutation Proc. No. Kowkur /ROR/ 12/89	Xerox
5.	-	Pattadar Pass Book No.274568 and Title Deed No.212060 and Vide Patta No.142 of G. Pratap Reddy	Xerox
6.	21.10.1993	Declaration Creating Charge No. 5845/1993 executed by Sri G. Pratap Reddy, with Syndicate Farmers Service Co-operative Society Limited	Xerox

7.	27.01.1996	Simple Mortgage Deed with Continuity Clause bearing No. 187/1996 executed by Sri Gomaram Pratap Reddy with Syndicate Farmers Service Co-operative Society Limited	Xerox
8.	16.04.2005	Order bearing No. C/1474/2003 passed by the Revenue Divisional Officer, Chevella Division, Ranga Reddy District	Xerox
9.	07.02.2011	Award passed by the Lok Adalat, Ranga Reddy District, under Section 21 of the Legal Services Authorities Act, 1987, in O. S. No. 1141/2006	Xerox
10.	18.11.2010	Reconveyance of Mortgage No. 3985/2010	Xerox
11.	16.04.2011	Sale Deed Doc.No.2444/2013	Original
12.	16.04.2011	Sale Deed Doc.No.2445/2013	Original
13.	16.04.2011	Sale Deed Doc.No.2446/2013	Original
14.	16.04.2011	Sale Deed Doc.No.2447/2013	Original
15.	05.03.2013	Proceedings No. 1009/47-A/2013 issued by District Registrar and Collector, Ranga Reddy District	Original
16.	09.07.2019	Joint Development Agreement Cum General Power of attorney Doc.No.5379/2019	Original
17.	22.08.2019	Gift Settlement Deed for Charitable Purposes No. 6314/2019	Xerox
18.	28.02.2020	Affidavit of Sri Nilesh Agarwal Kartha of the HUF of M/s. Nilesh Agarwal (HUF)	Original
19.	28.02.2020	Affidavit of Sri Prem Kumar Sanghi Kartha of the HUF of M/s. Prem Kumar Sanghi (HUF)	Original
20.	15.11.2019	Land Conversion Proceedings bearing No. L/1056/2019 issued by Revenue Divisional Officer, Malkajgiri Division, Medchal Malkajgiri District	Original
21.	21.09.2019	Sanction Plan and Building Permit No.1/C27/14075/2019 and File No.1/C27/22157/2018	Original
22.	17.07.2019	Mortgage Deed No.5659/2019	Xerox

23.	25.09.2019	Rectification Deed No.7083/2019	Original
24.	01.10.2018	Limited Liability Partnership Agreement	Original
25.	18.09.2018	Certificate of Incorporation issued by the Registrar of Hyderabad, Ministry of Corporate Affairs	Original
26.	15.05.2019	Letter addressed by Registrar of Companies, Central Registration Centre, Ministry of Corporate Affairs, Government of India	Original
27.	20.05.2019	Amended Limited Liability Partnership (LLP) Agreement	Original
28.	17.06.2019	Fresh Certificate of Incorporation Consequent upon Change of Name	Original
29.	26.10.2018	No Objection Certificate for Height Clearance issued by the Airports Authority of India	Original
30.	-	Provisional No Objection Certificate bearing No. 0005548/PROV/Medchal/2018 issued by State Disaster Response & Fire Services Department, Government of Telangana	Original
31.	19.10.2019	Registration Certificate of Project issued by Telangana State Real Estate Regulatory Authority (Project Registration No. P02200001314)	Online Copy
32.	21.01.2020	Encumbrance Certificate bearing No. 45281535, issued by SRO Vallabh Nagar, for the period from 01.04.1987 to 12.10.2016	Original
33.	21.01.2020	Encumbrance Certificate bearing No. 45279659, issued by SRO Malkajgiri, for the period from 12.10.2016 to 19.01.2020	Original
34.	10.10.2020	Encumbrance Certificate dated 10.10.2020, bearing Statement No. 50101225, for the period from 24.03.1984 to 09.10.2020	Online Copy
35.		Prohibitory Properties List	Online Copy

36.	23.01.2020	Search Receipt Nos. 1012, 1014, 1011, 1013, issued by SRO Malkajgiri	Original
37.	23.01.2020	Search Receipt Nos. 1278, 1279 issued by SRO Malkajgiri	Original

Along with a) Original Agreement of Sale, b) proposed registered Sale Deed and 3) latest Encumbrance Certificate.

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

SCHEDULE PROPERTY covered under Joint DAGPA Deed No. 5379/2019)

All that Portion of the land area to the extent of Ac.2-00 Gts., forming a Part of Sy.No.196, Kowkur Village, Malkajgiri Mandal Medchal-Malkajgiri District (formerly R.RR. District) and bounded by:

North : Neighbours land in Sy.No.196
South : approved layout and Common Passage
East : Neighbours land in Sy.No.196
West : Neighbours land in Sy.No.196

Place: Hyderabad.

Date: 13.10.2020

SIGNATURE OF THE ADVOCATE