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Dt. 12-06-2018

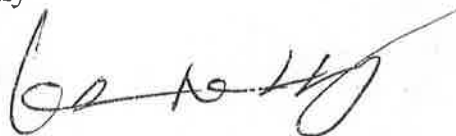
TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/ BU seeking opinion.	S.B.I. - RACPC
	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	SRI. M. VENU GOPAL, S/O. SRI. M. VEERAAIAH
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security	SRI. M. VENU GOPAL, S/O. SRI. M. VEERAAIAH
	b) Constitution of the unit/concern/person/ body/ authority offering the property for creation of charge.	INDIVIDUAL
	c) State as to under what capacity is security offered [whether as joint applicant or borrower or as guarantor, etc.]	As Borrower / mortgagor / guarantor

3. FULL / CORRECT DESCRIPTION OF THE PROPERTY

All that the Flat No. 306, admeasuring 1980 Sq.feet on third floor of block-A in, "DUKES GALAXY" together with undivided land admeasuring 80.29 Sq.Yds out of totally admeasuring 5680 Sq.Yds bearing municipal No. 8-2-675, 2 number of car parkins slots in cellar/sub Cellar, Situated in ward No. 11, Block-U in survey No. 129/40, Road No. 13, Banjara Hills, Shaikpet Mandl, Hyderabad and bounded by

North : Staircase, Lift and Lobby
 South : Open to Sky
 East : Open to Sky
 West : Corridor and Open to Sky

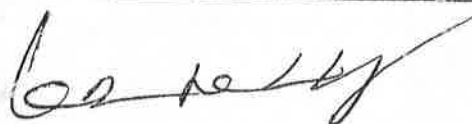


4. PARTICULARS OF THE DOCUMENTS SCRUTINIZED SERIALY AND CHRONOLOGICALLY:

(ONLY ORIGINALS/ CERTIFIED EXTRACTS FROM THE REGISTERING/ LAND/ REVENUE /OTHER AUTHORITIES TO BE EXAMINED)

S.no	Date of Document	Nature of document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
1.	26-07-1965	Registered Sale deed bearing Doct. No. 1808 of 1965	Xerox	Xerox
2.	18-06-1968	Registered Rectification deed bearing Doct. No. 1818 of 1968	Xerox	Xerox
3.	17-08-1971	Declaration of Gift	Xerox	Xerox
4.	27-11-1991	Development Agreement (unregistered)	Xerox	Xerox
5.	27-07-1993	Registered GPA deed bearing Doct. No. 844 of 1993	Xerox	Xerox
6.	27-07-1993	Registered GPA deed bearing Doct. No. 845 of 1993	Xerox	Xerox
7.	27-11-1991	Development Agreement (unregistered)	Xerox	Xerox
8.	26-05-1993	Registered GPA deed bearing Doct. No. 843 of 1993	Xerox	Xerox
9.	31-03-1992	Development Agreement (unregistered)	Xerox	Xerox
10.	26-05-1993	Registered GPA deed bearing Doct. No. 846 of 1993	Xerox	Xerox
11.	31-03-1992	Development Agreement (unregistered)	Xerox	Xerox
12.	26-05-1993	Registered GPA deed bearing Doct. No. 847 of 1993	Xerox	Xerox

13.	22-09-1995	Registered Sale deed bearing Doct. No. 3653 of 1995	Xerox	Xerox
14.	10-11-2006	Registered Cancellation of Sale deed bearing Doct. No. 5550 of 2006	Xerox	Xerox
15.	31-03-1995	Registered Sale deed bearing Doct. No. 3654 of 1995	Xerox	Xerox
16.	10-11-2006	Registered Cancellation of Sale deed bearing Doct. No. 5549 of 2006	Xerox	Xerox
17.	31-03-1995	Registered Sale deed bearing Doct. No. 3655 of 1995	Xerox	Xerox
18.	10-11-2006	Registered Cancellation of Sale deed bearing Doct. No. 5548 of 2006	Xerox	Xerox
19.	31-03-1995	Registered Sale deed bearing Doct. No. 3656 of 1995	Xerox	Xerox
20.	10-11-2006	Registered Cancellation of Sale deed bearing Doct. No. 5547 of 2006	Xerox	Xerox
21.	05-07-2005	ULC Proceedings No. E2/3944/CC/76	Xerox	Xerox
22.	05-01-2006	G.O.Ms. No. 8 & Annexure	Xerox	Xerox
23.	13-11-2006	Registered Sale deed bearing Doct. No. 5575 of 2006	Xerox	Xerox
24.	03-11-2014	Building Permit Order & Plan vide permit No. 37422/HO/CZ/CIR-10/2014	Xerox	Xerox
25.	06-06-2018	No Due Certificate issued by the Kotak Mahindra Bank	Xerox	Xerox
26.	31-01-2013	Fresh Certificate of Incorporation Consequent	Xerox	Xerox



		upon Change of Name		
27.	28-11-2015	Certificate of Incorporation pursuant to change of name	Xerox	Xerox
28.	31-03-2018	Board Resolution	Xerox	Xerox
29.	11-06-2018	Agreement of Sale	Xerox	Original
30.	05-06-2018	EC bearing No. ECM021805483413 for the period covering from 01-01-1989 to 04-06-2018	Xerox	Xerox
31.	11-06-2018	EC bearing No. ECM021805492834 for the period covering from 01-01-1990 to 06-06-2018	Original	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) . 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? 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)	Single Search has been done of Sale deed bearing Doct. No. 5675 of 2006. N/A Yes
6.	a) whether the records of registrar office in revenue authorities relevant to the property in question are available for verification through any online 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	No adverse findings found

	regard.	
	c)whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not Available
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	SRO Banjarahills
	b)Whether it is possible to have registration of document 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?	Dist. Registrar is having right to register any document with in his jurisdiction, as soon as it is registered through Memo it will be intimated to the concern Sub-registrar
	c) Whether search has been made at all the offices named at (b) above?	Yes, verified The schedule property is not in the prohibitory register maintained in the registrar office as such the EC has been issued.
	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	Encumbrances Certificate bearing No. ECM021805492834 for the period covering from 01-01-1990 to 06-06-2018 issued by SRO Banjarahills discloses, there are no prior Mortgage/Charges/encumbrances whatsoever, pertaining to the Immovable Property covered by above said Title Deeds.
8.	Chain of titles 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, for a further period, depending on the need for clearance of such clog on the Title. (Separate Sheets may be used)	Separate sheet enclosed
9.	Nature of title of the intended Mortgagor over	Agreement Holder

	the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	
10.	If leasehold, whether: 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.	Not Applicable
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether: 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 government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether: a) Such right is heritable and transferable, 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 and the reasons for coming to such conclusion.	Not Applicable
14.	If the property has been transferred by way of gift/settlement deed, whether:	No
	a) Gift Deed is duly stamped and registered	Not Applicable
	b) Gift Settlement deed has been attested by two witnesses	Not Applicable
	c) The Gift / settlement deed transfers the property to Donee	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the	Not Applicable

	gifted property;	
	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/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
b.	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
c.	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
d.	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
e.	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills? (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?	N/A
	c. Whether the property is mutated on the basis of will?	--
	d. Whether the original will is available?	--
	e. Whether the original death certificate of the testator is available?	--
	f. (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	--
17.	a. Whether the property is subject to any wakf	No

	rights?	
	b. Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of	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.	Not Applicable
	b. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19	a. Whether the property belongs to any trust or is subject to the rights of any trust?	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 so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	a. If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	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.	Not applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	Not applicable
22.	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	Not applicable
	b. Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not possible

23.	a. Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per documents produced, 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?	Not Applicable
	c. Whether the title documents have any court seal/marking which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	Not Applicable
24.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	a. Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	b. Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	--
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. 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. 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)? iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? iv) If the search reveals encumbrances/charges, whether such charges / encumbrances have satisfied?	No

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 GPA involved
	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.	N/A
	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).	GPA bearing Doct. Nos. 843 of 1993, 844 of 1993, 845 of 1993, 846 of 1993, 847 of 1993
	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.	N/A
	e. In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	GPA
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	The Original GPA's are not verified.
	ii. Whether the POA is a registered one?	Yes
	iii. Whether the POA is a special or general one?	General
	iv. Whether the POA contains a specific authority for execution of title document in question?	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?)	The AGPA was in force
	g. Please comment on the genuineness of POA?	Genuine and valid
	h. The unequivocal opinion on the enforceability and validity of the POA?	Enforceable and valid
28.	Whether mortgage is being created by a POA	Not Applicable

	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.	
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; (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 layout 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.	Flat Land owners title verified N/A N/A Done No N/A N/A The Building plan sanctioned by the GHMC N/A N/A N/A N/A N/A N/A N/A N/A Yes
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	Not Applicable
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	01-01-1989 to 04-06-2018

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.	The property is within ceiling limits
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36.	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?	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 Available
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 approved/ 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.)	Not Applicable, to be verified based on valuation report
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 Bar

41.	Whether the Bank will be able to enforce SARFASIE Act, if required against the property offered as Security?	The property is enforceable security, as per SARFASIE Act.
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	Yes permit to create mortgage
44.	Additional aspects relevant for investigation of title as per local laws	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security	Not applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The applicant SRI. M. VENU GOPAL, S/O. SRI. M. VEERAAIAH will acquire absolute, clear and marketable title over the schedule detailed property in this opinion on getting Sale Deed executed and registered in his/her/their favour by DUKES AND SHANTHA HOMES PRIVATE LIMITED REP. BY ITS DIRECTOR SRI. SAMARTH AGARWAL (Originally named as Blitz Hotels & Resorts Pvt Limited subsequently changed to Shantha Infra & Homes Pvt Limited) who is having absolute, clear & marketable title and that by depositing the regd sale deed after getting executed in his/her/their favour

		in original with the bank.
47.	• Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Yes/No. • Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. Whether the registered agreement for sale as prescribed in the above Act / Rules there under is executed? • 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

FLOW OF TITLE

- Originally Sri. Nazir Latif purchased House No. 8-2-675, admeasuring 7688 Sq.Yds Situated at Road No. 13, Jubilee Hills, Hyderabad from 1. Smt. Mehrunniss Akbar Ali Khan, 2. Smt. Servari Kalimullah Rep. by her GPA holder vendor No.1 Mehrunnisa Begum for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 1808 of 1965 Dt. 26-07-1965 registered in the office of the sub registrar Kairatabad. (Document marked No 1)
- In the principal deed bearing Doct. No. 1808 of 1965 a mistake has been crept i.e., land admeasuring was wrongly mentioned as 7688 Sq.Yds instead of 6628 Sq.Yds. The same has been rectified through the registered rectification deed bearing Doct No. 1818 of 1968 Dt. 18-06-1968 which may be read as part and parcel of the principal deed. (Document marked No 2)
- Sri. Mohd. Nazeer Lateef executed Hibba (Oral Gift) in favour of his family members 1. Zahera (Daughter) with regard to House No. 8-2-675 admeasuring 1300 Sq.Yds, 2. Amena (Daughter) admeasuring 1505 Sq.Yds, 3. Hasan (Son) admeasuring 1020 Sq.Yds, 4. Aliya (Wife) admeasuring 775 Sq.Yds Situated at Road No. 13, Banjarahills, Hyderabad. (Document marked No 3).
1. Sri. Nazir Latif, 2. Smt. Alia Latif entered into Development agreement with M/s. Maruthi Homes & Resorts Private Limited Rep. by its Managing Director Sri. M. Shashidhar Reddy for construction of residential complex on House No. 8-2-675 total admeasuring 1470 Sq.Yds Situated at Road No. 13, Banjarahills, Hyderabad as per the terms and conditions mentioned therein. (Document marked No 4)
- Sri. Nazir Latif executed GPA in favour of Sri. Shashidhar Reddy with regard to above said property to do all acts on behalf of him including sale etc., as

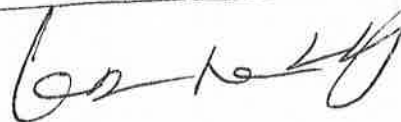
1505
1300
1020
775
4600

691
775
1466

Signature

assigned through the registered GPA bearing Doct No. 844 of 1993 Dt. 27-07-1993 registered in the office of the sub registrar Hyderabad. (Document marked No 5)

- f. Sri. Alia Latif executed GPA in favour of Sri. M. Shashidhar Reddy with regard to above said property (mentioned in the Development Agreement marked as document No. 4) to do all acts on behalf of her including sale etc., as assigned through the registered GPA bearing Doct No. 845 of 1993 Dt. 27-05-1993 registered in the office of the sub registrar Hyderabad. (Document marked No 6)
- g. Sri. Hasan Latif entered into Development agreement with M/s. Maruthi Homes & Resorts Private Limited Rep. by its Managing Director Sri. M. Shashidhar Reddy for construction of residential complex on House No. 8-2-675/H admeasuring 1020 Sq.Yds Situated at Road No. 13, Banjarahills, Hyderabad as per the terms and conditions mentioned therein. (Document marked No 7)
- h. Sri. Hasan Latif executed GPA in favour of Sri. M. Shashidhar Reddy with regard to above said property to do all acts on behalf of him including sale etc., as assigned through the registered GPA bearing Doct No. 843 of 1993 Dt. 27-05-1993 registered in the office of the sub registrar Hyderabad. (Document marked No 8)
- i. Amena Latif Rep. by her GPA holder Sri. Nazir Latif entered into Development agreement with M/s. Madison Constructions Company Rep. by its Managing Partner Smt. Farzana Khatoon for construction of residential complex on House No. 8-2-675/M admeasuring 1505 Sq.Yds Situated at Road No. 13, Banjarahills, Hyderabad as per the terms and conditions mentioned therein. (Document marked No 9)
- j. Amena Latif executed GPA in favour of Sri. K. Chandra Mouli Reddy with regard to above said property to do all acts on behalf of her including sale etc., as assigned through the registered GPA bearing Doct No. 846 of 1993 Dt. 26-05-1993 registered in the office of the sub registrar Hyderabad. (Document marked No 10)
- k. Zehra Latif Rep. by her GPA holder Sri. Nazir Latif entered into Development agreement with M/s. Madison Constructions Company Rep. by its Managing Partner Smt. Farzana Khatoon for construction of residential complex on House No. 8-2-675/Z admeasuring 1300 Sq.Yds Situated at Road No. 13, Banjarahills, Hyderabad as per the terms and conditions mentioned therein. (Document marked No 11)
- l. Zehra Latif executed GPA in favour of Sri. K. Chandra Mouli Reddy with regard to above said property to do all acts on behalf of her including sale etc., as assigned through the registered GPA bearing Doct No. 847 of 1993 Dt. 26-05-1993 registered in the office of the sub registrar Hyderabad. (Document marked No 12)
- m. Smt. Ferzana Khatoon purchased House No. 8-2-675/M, admeasuring 300 Sq.Yds Situated at Road No. 13, Banjarahills Hills, Hyderabad from Amena Latif Rep. by GPA holder Sri. K. Chandra Mouli Reddy (Owner) and M/s. Madison



Construction company Rep. by V. Adhinarayana Reddy (Developer) for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 3653 of 1995 Dt. 22-09-1995 registered in the office of the sub registrar Hyderabad. (Document marked No 13)

n. The above said sale deed bearing Doct. No. 3653 of 1995 has been cancelled as the purchaser has not paid the consideration as such possession was not delivered through the registered cancellation of sale deed bearing Doct No. 5550 of 2006 Dt. 10-11-2006 registered in the office of the sub registrar Banjarahills. (Document marked No 14)

o. Smt. Ferzana Khatoon purchased House No. 8-2-675/M, admeasuring 300 Sq.Yds Situated at Road No. 13, Banjarahills Hills, Hyderabad from Smt. Amena Latif Rep. by GPA holder Sri. K. Chandra Mouli Reddy (Owner) and M/s. Madison Construction company Rep. by V. Adhinarayana Reddy (Developer) for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 3654 of 1995 Dt. 22-09-1995 registered in the office of the sub registrar Hyderabad. (Document marked No 15)

p. The above said sale deed bearing Doct. No. 3654 of 1995 has been cancelled as the purchaser has not paid the consideration as such possession was not delivered through the registered cancellation of sale deed bearing Doct No. 5549 of 2006 Dt. 10-11-2006 registered in the office of the sub registrar Banjarahills. (Document marked No 16)

q. Smt. Ferzana Khatoon purchased House No. 8-2-675/M, admeasuring 300 Sq.Yds Situated at Road No. 13, Banjarahills Hills, Hyderabad from Smt. Amena Latif Rep. by GPA holder Sri. K. Chandra Mouli Reddy (Owner) and M/s. Madison Construction company Rep. by V. Adhinarayana Reddy (Developer) for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 3655 of 1995 Dt. 31-03-1995 registered in the office of the sub registrar Hyderabad. (Document marked No 17)

r. The above said sale deed bearing Doct. No. 3655 of 1995 has been cancelled as the purchaser has not paid the consideration as such possession was not delivered through the registered cancellation of sale deed bearing Doct No. 5548 of 2006 Dt. 10-11-2006 registered in the office of the sub registrar Banjarahills. (Document marked No 18)

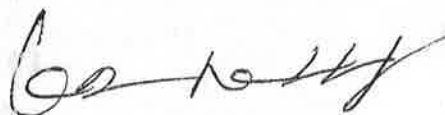
s. Smt. Ferzana Khatoon purchased House No. 8-2-675/Z, admeasuring 395 Sq.Yds Situated at Road No. 13, Banjarahills Hills, Hyderabad from Smt. Zehra Begum Rep. by GPA holder Sri. K. Chandra Mouli Reddy (Owner) and M/s. Madison Construction company Rep. by Sri. K. Chandramouli Reddy (Developer) for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 3656 of 1995 Dt. 31-03-1995 registered in the office of the sub registrar Hyderabad. (Document marked No 19)

t. The above said sale deed bearing Doct. No. 3656 of 1995 has been cancelled as the purchaser has not paid the consideration as such possession was not



delivered through the registered cancellation of sale deed bearing Doct No. 5547 of 2006 Dt. 10-11-2006 registered in the office of the sub registrar Banjarahills.. (Document marked No 20)

- u. As per the proceeding issued by the Spl. Officer and competent authority ULC Hyderabad, Sri. Nazir Latif was declared as surplus land holder an extent of 3320.16 Sq.Mts in premises No. 8-2-675 Banjarahills Hyderabad and 6-3-1117 Begumpet Hyderabad. Against the said orders the declarant filed an appeal before the commissioner LR and ULC. After due enquiry orders were passed declaring surplus land holder to an extent of 2086.72 Sq.mts. Smt. Aliya latif & 3 others Lr's of Sri. Nazir Latif filed an appeal before the commissioner of appeals to set-aside the above said orders. The Oral Gift (Hiba) was accepted and the Sri. K. Chandra Mouli Reddy GPA holder of Zaher latif and Sri. M. Shashidhar Reddy GPA holder of Hasan Latif filed affidavits about the Hiba physical possession of the properties by the donees. Zahra latif - 1086.97 Sq.Mts, Ameena latif - 1258.37 Sq.Mts, Hasan latif - 852.85 Sq.Mts, Aliya latif --- 648 Sq.Mts, Nazir latif --- 1290.97 Sq.Mts. The total land held by the declarant i.e., Nazir latif 1737.74 Sq.Mts out of which an extent of 703.07 Sq.Mts is protected U/S 4 (11) of the ACT. The remaining area is 1034.67 Sq.Mts, an extent of 1000 Sq.mts is allowed u/s 4 (i) (b) of ACT. The declarant is declared as surplus land holder to an extent of 34.67 Sq.Mts in premises No. 8-2-675 Banjarahills, Shaikpet Mandal, Hyderabad vide proceedings No. proceedings No. E2/3944/CC/76, Dt. 05-07-2005. (Document marked No 21) —
- v. As per the G.O.Ms. No. 8 an extent of 34.67 Sq.Mts in premises No. 8-2-675 Road No. 13 of Shaikpet Village and Mandal, has been exempted from surplus land u/s 20 (1) (a) of UL(C&R) Act 1976 in favour of Smt. Aliya Latif W/o. Late Nazir Latif. (Document marked No 22)
- w. Blitz Hotels and Resorts Private Limited Rep. by its Director Sri. Vasant Baliga purchased house bearing No. 8-2-675 admeasuring 5291 Sq.Yds and a common passage of 389 Sq.Yds total admeasuring 5680 Sq.Yds in ward No. 11 Block-U in survey No. 129/40, T.S. No. 12, Situated at Road No. 13 Banjara Hills, Shaikpet Mandal, Hyderabad from 1. Sri. Nazir Latif, 2. Smt. Aliya Latif, 3. Sri. Hasan Latif Rep. by their GPA holder Sri. Marri Shashidhar Reddy, 4. Smt. Ameena Latif, 5. Smt. Zehra Latif Rep. by their GPA holder Sri. K. Chandramouli Reddy (vendors) and M/s. Madison Construction company and 10 others (6 to 17 are the confirming party) for valuable consideration as an absolute sale through the registered sale deed bearing Doct No. 5675 of 2006 Dt. 10-11-2006 registered in the office of the sub registrar Banjarahills. (Document marked No 23)
- x. The sale deeds cancelled in favour of Farzana Khatoon were done unilaterally by the vendors alone. Though the the said cancellations are not valid. The vendors and vendee Farzana Khatoon have jointly sole to the above said purchaser.
- y. M/s. Shantha Infra & Homes Pvt Ltd Rep. by its Director Sri. M. Narsaiah to construct sub cellar for parking Ground + 4 upper floors for 11 Residential Flats & 8 Guest rooms in each floor, partly amenities in Ground floor (total 55 flats and 32 guest rooms) on the Premises No. 8-2-675/A, 8-2-675/H, 8-2-675/M, 8-



- 2-675/Z & 8-2-675/part admeasuring 4423.91 Sq.mts vide permit No. 37422/HO/CZ/CIR-10/2014, Dt. 03-11-2014. **The mortgage area is in 1st floor admeasuring 1081.00 Sq.Mts.** (Document marked No 24)
- z. As per the No dues certificate issued by Kotak Mahindra bank the term loan of Rs. 15,00,00,000/- sanctioned to Dukes and Shanta homes Pvt Ltd. There are no dues outstanding. (Document marked No 25)
- aa. As per the Fresh certificate of incorporation consequent upon change of name Blitz Hotels & Resorts Pvt Limited changed to Shantha Infra & Homes Pvt Limited. (Document marked No 26) *31.1.2013*
- bb. As per the Certificate of Incorporation pursuant to change of name, the company name has been changed from Shantha Infra & Homes Pvt Limited to Dukes & Shantha Homes Pvt Limited. (Document marked No 27) *28.11.2015*
- cc. As per the Extracts of the Minutes of the Meeting of Board of Directors of Dukes & Shantha Homes Pvt Limited held on Dt. 31-03-2018. Sri. Vishal Agarwal and Sri. Alok Agarwal Directors and Sri. Samarth Agarwal authorized signatory of the company or authorized severally for executing the agreement of sale or sale deeds and such other documents as may be required with prospective purchasers on behalf of the company. (Document marked No 28)
- dd. The applicant **SRI. M. VENU GOPAL, S/O. SRI. M. VEERAIHAH** entered into agreement of Sale with **DUKES AND SHANTHA HOMES PRIVATE LIMITED** **REP. BY ITS DIRECTOR SRI. SAMARTH AGARWAL (Originally named as Blitz Hotels & Resorts Pvt Limited subsequently changed to Shantha Infra & Homes Pvt Limited)** for purchase of the schedule property. (Document marked No 29)
- ee. As per the EC for the period covering from 01-01-1989 to 06-06-2018, except the transactions of the vendor, no encumbrances or prior charges are found; as such the schedule property is free from encumbrances and prior charges. (Document marked No. 30 & 31).

ANNEXURE -C**CERTIFICATE OF TITLE**

I have examined the Xerox Title Deeds intended to be deposited relating to the schedule property (ies) and offered as security by way of *Registered/ Equitable / English 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 certified that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.

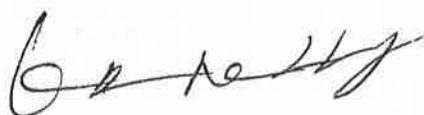
- 1 A. I confirm having made a search in the Sub registrar Banjarahills. I do not find anything adverse which would prevent the Title Holders from creating a valid

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.

- 1 B. Following scrutiny of Land Records/Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
- 2 A. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01-01-1989 to 06-06-2018 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all Encumbrances.
- 2 B. In case of second/subsequent charge in favor 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]. Not applicable
3. Minor/(s) and his/their interest in the property. Not applicable.
4. The Mortgage if created, on execution of sale deed in favour of the applicant as above said will be available to the bank for the liability of the intending borrower/s, **SRI. M. VENU GOPAL, S/O. SRI. M. VEERAI AH**
5. I certify that **SRI. M. VENU GOPAL, S/O. SRI. M. VEERAI AH** (applicant), will acquire absolute, clear and marketable title over the schedule detailed property in this opinion on getting Sale Deed executed and registered in his/her/their favour by **DUKES AND SHANTHA HOMES PRIVATE LIMITED REP. BY ITS DIRECTOR SRI. SAMARTH AGARWAL (Originally named as Blitz Hotels & Resorts Pvt Limited subsequently changed to Shantha Infra & Homes Pvt Limited)** who is having absolute, clear & marketable title and that by depositing the regd sale deed after getting executed in his/her/their favour in original with the bank. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage can be created and the said mortgage would be enforceable.
6. It is certified that the property is SARFAESI compliant.

In case of creation of mortgage by deposit of title deeds by the applicants **SRI. M. VENU GOPAL, S/O. SRI. M. VEERAI AH** I certify that the deposit of following title deeds/documents for creation of a valid and enforceable mortgage.

1.	11-06-2018	Agreement of Sale	Original
2.	11-06-2018	EC bearing No. ECM021805492834 for the period covering from 01-01-	Original



	1990 to 06-06-2018	
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The applicant is required to deposit Original Sale deed to be executed in favour of the applicant SRI. M. VENU GOPAL, S/O. SRI. M. VEERAJAH by the vendor DUKES AND SHANTHA HOMES PRIVATE LIMITED REP. BY ITS DIRECTOR SRI. SAMARTH AGARWAL (Originally named as Blitz Hotels & Resorts Pvt Limited subsequently changed to Shantha Infra & Homes Pvt Limited) an upto date E C after purchasing of the schedule property, showing the transaction of the schedule property

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

Note:

The loan taken by the applicant vendor is repaid and the bank has issued No dues certificate. As such the Original documents are required to be shown for verification. The loan to be sanctioned only after the original documents are verified and supplementary opinion is given with regard to it.

SCHEDULE OF THE PROPERTY

All that the Flat No. 306, admeasuring 1980 Sq.feet on third floor of block-A in "DUKES GALAXY" together with undivided land admeasuring 80.29 Sq.Yds out of totally admeasuring 5680 Sq.Yds bearing municipal No. 8-2-675, 2 number of car parkins slots in cellar/sub Cellar, Situated in ward No. 11, Block-U in survey No. 129/40, Road No. 13, Banjara Hills, Shaikpet Mandl, Hyderabad and bounded by

North : Staircase, Lift and Lobby
 South : Open to Sky
 East : Open to Sky
 West : Corridor and Open to Sky

SEARCH REPORT

Particulars of the document submitted.

1.	Description of the property	All that piece and parcel of immovable property being house bearing No. 8-2-675 admeasuring 5291 Sq.Yds and a common passage of 389 Sq.Yds total admeasuring 5680 Sq.Yds in ward No. 11 Block-U in survey No. 129/40, T.S. No. 12, Situated at Road No. 13 Banjara Hills, Shaikpet Mandal, Hyderabad and bounded by North : Road No. 13 Banjara Hills South : House Nos. 8-2-676/B, 8-2-676/4,5 and 6 and House No. 8-2-
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		East : 676/17/B/5 West : House No. 8-2-674 House in 8-2-675 (704 Sq.yds retained by the vendors) 8-2-675/A and 8-2-676/1/B7
2.	Document no & date	5675 of 2006 Dt 13-11-2006
3.	Nature of Document	Sale deed
4.	Executant	1. Sri. Nazir Latif & others
5.	Claimant	Blitz Hotels and Resorts Private Limited Rep. by its Director Sri. Vasant Baliga
6.	Office where document registered	sub registrar Banjarahills
7.	Book No	I
8.	Vol pages/I D No	---
9.	Date of Registration	13-11-2006

REPORT

I certify that as per the instructions of the branch I have verified in the sub registrar Banjarahills and made search in their books as regards the contents of title deed pertaining to the property of **Blitz Hotels and Resorts Private Limited Rep. by its Director Sri. Vasant Baliga** as referred above.

I confirm that the title deed document Doct No 5675 of 2006 Dt 13-11-2006 was registered in the record of the sub registrar Banjarahills in Book I, in the name of the person mentioned therein respectively submitted for verification.

I further confirm that

1. That the transactions covering the Sale deed are perfect in all aspects and suffer no legal impediments.
2. All particulars of the title deed are in conformity with record of the sub registrar Banjarahills as evidenced.
3. The Sale deed bearing document No 5675 of 2006 Dt 13-11-2006 is genuine document.

K. INDRASENA REDDY
Sub Registrar
Banjarahills, S.D. Road,
Secunderabad - 500 002.

(Signature)