

R. MARY MANI
Advocate

Cell No:9381417487
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Jagadamba Apartments
NGGO'S Colony
Visakhapatnam-16

Annexure -B

Report of Investigation of Title in respect of Immoveable property
(All columns/items are to be completed/commented by the Advocate)

1	(a) Name of the Branch/business Unit /office seeking opinion.	State Bank of India, SME Dondaparthy Branch Visakhapatnam District
	(b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	
	(c) Name of the Borrower	M/s Sri Vamsi Constructions represented by its Managing Partner Smt. Matta Sobha W/o M.V.K. Mohana Rao
2	(a) Type of loan	Project Loan
	(b) Type of property	Residential
3	(a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Smt. Pothabattula Padma Latha W/o Sri. Pothabattula Hari Babu
	(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.)	Borrower
4	Value of loan (Rs. In crores)	As per Valuation report
5	Complete or full description of the immovable property/(ies) offered as security including the following details:-	
	(a) Survey Number.	Survey Nos: 249/1 and 391/1
	(b) Door/House No:(in case of house property)	VLT No.1086562597
	(c) Extent/area including plinth/built up area in case of house property	A site measuring an extent of 1200 Sq yards or 1003.356 Sq mts, bearing Plot Nos.8, 9, 10 and 11, covered by Survey No: 249/1 and 391/1, of Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal, within the limits of Greater Visakhapatnam Municipal Corporation, Visakhapatnam District in the jurisdiction of Gajuwaka Sub-Registrar Office, Visakhapatnam District and proposed construction of Stilt, Ground, First, Second, Third and



		Fourth floor RCC Roofed Residential apartment Building consisting of 30 Flats in the name of the apartment shall be always remain as "SRI SOWDHAMINI ENCLAVE"
	(d) Locations like name of the place, village, city, registration sub-district etc.,	Situate in Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal, within the limits of GVMC, Gajuwaka SRO., Visakhapatnam

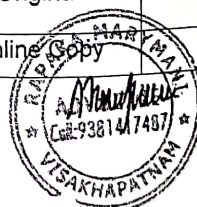
Boundaries of Site:

East : 30 feet Wide Road
 South : Plot No. 7 & 12 of Vacant Site
 West : 30 Feet Wide Road
 North : Others Site

6	(a) Particulars of documents scrutinized –serially and chronologically	List of documents enclosed in separate sheet
	(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined	Originals

LIST OF DOCUMENTS SCRUTINIZED

SNo	Date	Name/Nature of the document	Original/ Certified copy/ certified extract/ photocopy etc	In case of copies, whether the original was scrutinized by the advocate
01	09.09.1971	Registered Sale Deed No. 4575/1971	Original	Original Verified
02	09.09.1971	Registered Sale Deed No. 4576/1971	Original	Original Verified
03	07.11.1999	Death Certificate of P. Srinivasamma	Photocopy	Photocopy
04	28.12.2011	Legal Heir Certificate of P Srinivasamma	Photocopy	Photocopy
05	17.11.2003	Certificate issued by Mandal Revenue Officer, Pendurthi	Photocopy	Photocopy
06	-	Letter issued by Public Information Officer and Inspector of Police, Gajuwaka Police Station, Visakhapatnam	Original	Original Verified
07	27.01.2004	Registered Sale Deed No. 516/2004	Original	Original and Certified copy is verified
08	11.12.2020	Registered Development Agreement with Irrevocable GPA No. 4464/2020	Original	Original and Certified copy is verified
09	02.07.2021	Survey Report	Original	Original Verified
10	23.04.2021	Registered Rectification Deed No. 2853/2021	Original	Original Verified
11	18.10.2023	Registered Affidavit (Mortgage) No. 9710/2023	Original	Original Verified
12	18.04.2024	Building Plan and proceedings	Online Copy	Online Copy



		issued by GVMC, Visakhapatnam		
13	13.06.2024	Endorsement issued by Tahsildar, Pendurthi Mandal	Original	Original Verified
14	05.02.2024	Tax Receipt (on Land) bearing Asst No. 1086562597	Online Copy	Online Copy
15	20.06.2013	Partnership Deed	Original	Original Verified
16	21.06.2013	Acknowledgement of Registration of Firm	Original	Original Verified
17	18.06.2024	Encumbrance Certificate issued by SRO, Gajuwaka	Original	Original Verified
18	15-07-2024	Encumbrance Certificate issued by SRO, Gajuwaka	Online Copy	Online Copy
19	21.06.2024	Search Report	Original	Original verified
20	-	Prohibitory properties	Net Copy	Net Copy

7	(a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipt along with TIR.) (HL: If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Certified copy of relevant Regd. Sale deed document has been obtained and Search Fee receipt enclosed
	(b) Whether all pages in the certified copies of the documents which are obtained directly from Sub Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously)	Yes, certified copies of the documents obtained directly from Sub Registrar's office and verified
8	(a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	EC entries are available through online
	(b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard	Available data verified through online and compared with EC obtained from MeeSeva
	(c) Whether the genuiness of the stamp paper is possible to be get verified from any online portal and if so whether such verification was made?	Not possible
	(d) Whether proper registrations of documents completed. Details thereof to be provided	Yes
9	(a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar, Gajuwaka
	(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	Not possible



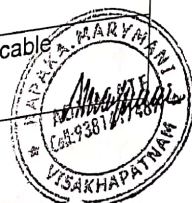
	registrar/registrar-general if so, please name all such offices.	
	(c) Whether search has been made at all the offices named at (b) above	Search made in the Sub-Registrar, Gajuwaka by obtaining EC and obtaining certified copies of the document
	(d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10	(a) Chain of title tracing the title from the oldest title deed to the latest title deed establishing title to the property in question from the predecessors in title/interest to the current title holder.: As per Flow of Title	
	(b) Whether 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)	There is no minor's interest involved
	(c) Nature of minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities /procedure to be followed including court permission to be obtained and the reasons, for coming to such conclusion	There is no minor's interest involved
11	(a) Nature of title of the intended Mortgagor over the property (whether Full ownership rights, Leasehold rights, Occupancy /Possessory Rights or Inam Holder or Govt Grantee/Allottee etc.,)	Absolute owner full ownership rights
	If Ownership rights	
	(a) Details of the Conveyance Documents	Regd. DAGPA No.4464/2020
	(b) Whether the documents is properly stamped	Yes
	(c) Whether the documents is properly registered	Yes
	If leasehold, whether	There is no lease hold, hence a to f (not applicable)
	(a) Lease deed is duly stamped and registered	Not applicable
	(b) Lessee is permitted to mortgage the Leasehold right	Not applicable
	(c) Duration of the lease /unexpired period of lease	Not applicable
	(d) If, a sub lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also	Not applicable
	(e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable
	(f) Right to get renewal of the leasehold rights and	Not applicable



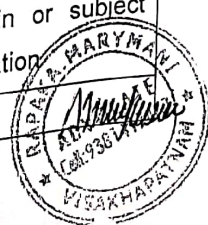
	nature thereof	
	If Govt grant/allotment /Lease-cum /Sale Agreement /Occupancy/ Inam Holder/ Allottee etc, whether	It is not Govt grant/allotment /Lease-cum /Sale Agreement /Occupancy/ Inam Holder/ Allottee etc
	(a) Grant/agreement etc., provides for alienable rights to the mortgage with or without conditions.	Not applicable
	(b) The mortgagor is competent to create charge on such property	Not applicable
	(c) any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	Not applicable
	If occupancy right, whether:	
	(a) Such right is heritable and transferable	Not applicable
	(b) Mortgage can be created	Yes,
12	Has the property has been transferred by way of Gift/settlement deed	There is no Gift deed in the flow of title hence a to h are not Applicable
	(a) The Gift/settlement deed is duly stamped and registered	Not applicable
	(b) The Gift/settlement deed has been attested by two witnesses	Not applicable
	(c) The Gift/settlement deed transfers the property to donee	Not applicable
	(d) Whether the donee has accepted the gift by signing the Gift/Settlement deed or by a separated writing or by implication or by actions:	Not applicable
	(e) Whether there is any restriction on the donor in executing the gift/settlement deed in question	Not applicable
	(f) Whether the donee is in possession of the gifted property	Not applicable
	(g) Whether any life interest is reserved for the donor or any other person and whether there is a need for any other person to join the creation of mortgage	Not applicable
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
13	Has the property been transferred by way of partition/Family settlement deeds	There is no partition deed in flow of title - hence a to f are not Applicable
	(a) Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not applicable
	(b) Whether mutation has been affected	Not applicable
	(c) Whether the mortgagor is in possession and enjoyment of his share	Not applicable



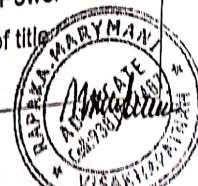
	(d) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title therein.	Not applicable
	(e) In respect of partition by a decree of court whether such decree has become final and all other conditions/formalities are completed/complied with.	Not applicable
	(f) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
14	Whether the documents include any testamentary documents/wills?	
	(a) In case of wills, whether the will is registered will or unregistered will?	There is no will in the chain of title — hence a to g are not Applicable
	(b) Whether the will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	(c) Whether the property is mutated on the basis of will	Not applicable
	(d) Whether the original will is available	Not applicable
	(e) Whether the original death certificate of the testator is available.?	Not applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable
	(g) Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness /validity of the will, all parties have acted upon the will etc., which are relevant to rely on the will availability of Mother/Original title deeds are to be explained.	Not applicable
15	Whether the property is subject to any wakf rights/ belongs to church /temple or any religious/other institutions	The property is not subject to any wakf rights—Hence not applicable
	(a) any restriction in creation of charges on such properties?	Not applicable
	(b) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
16	(a) Where the property is a HUF/joint family property?	The property does not belong to HUF/Joint family—Hence not applicable
	(b) Whether mortgage is created for family benefit/legal necessity, Whether the major Coparceners have no objection /join in execution, minor's share if any, rights of female members etc.,	Not applicable
	(c) Please also comment on any other aspect which may adversely affect the validity of security of security in such	Not applicable



	cases?	
17	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	The property does not belong to any trust or is subject to the rights of any trust—Hence not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If YES additional Precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	Not applicable
18	Is the property an Agricultural land	The property is not agricultural property, It is Residential Building -Hence not applicable
	(a) Whether the local laws permit mortgage of agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title to enforce the mortgage?	Not applicable
	(c) In case of conversion of agricultural land for Commercial purpose or otherwise, whether requisite procedure followed/permission obtained.?	Not applicable
19	(a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz., Agriculture laws, weaker sections, minorities, Land laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc)	the property is not affected by any local laws or other regulations
	(b) Additional aspects relevant for investigation of title as per local laws.	Not applicable
20	(a) Where the property is subject to any pending or proposed land acquisition proceedings?	On enquiry, I am informed that there are no acquisition proceedings pending on the schedule property
	(b) Whether any search/enquiry is made with the land Acquisition office and the outcome of such search/enquiry	Since the schedule property is Residential Flat, I consider that it is not necessary to conduct search/enquiry with the Land Acquisition Office
21	(a) Where the property is involved in or subject matter of any litigation which is pending or concluded	To my knowledge the property is not involved in or subject matter of any litigation
	(b) If so, whether such litigation would adversely affect	Not applicable



	the creation of a valid mortgage or have any implication of its future enforcement?	
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings	No court seals are appearing on the title deed
22	(a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered	The property does not belong to partnership firm—Hence not applicable
	(b) Property belongs 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
23	(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.	The property does not belong to Limited Company—Hence this column is not applicable
	b/1 Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) Firm ?	Not applicable
	b/2 If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	Not applicable
	b/3 Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	Not applicable
	b/4 If the search reveals encumbrances /charges, whether such charges/encumbrances have been satisfied?	Not applicable
24	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	The property does not belong to Societies, Association
25	(a) Whether any POA is involved in the chain of title ?	There is no POA involved in the chain of title
	(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	There is a Development Agreement-cum-Power of Attorney in flow of title



	interest in favour of the builder/developer and as such is irrevocable as per law.	
	(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, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not applicable, the land owners have executed a regd. development agreement with power of attorney in favour of the Builder firm which has been authorised to sell away houses that fell to its shares
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Yes, and the regd. development agreement with power of attorney has been verified in original and compared with the Certified copy
	(e) In case of Common POA (i.e POA other than Builder's POA), please clarify the following clauses in respect of POA.	Development Agreement with General Power of Attorney
	(i) Whether the original POA is verified and the title investigation is done on the basis of original POA ?	yes
	(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?	To execute sale deed
	(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?)	POA was in force and not revoked
	(g) Please comment on the genuineness of POA?	Genuine POA
	(h) The unequivocal opinion on the enforceability and validity of the POA?	It is enforceable and valid POA
26	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed /stamped/authenticated in terms of the law of the place, where it is executed.	As per the Development Agreement with General Power of Attorney, the developer firm has been duly authorized to create mortgage in respect of its share of flats
27	1. 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	The borrower/builder firm is having absolute right, title and interest over the property



(b) Development Agreement agreement/Power of Attorney;	Regd. Development Agreement with General Power of Attorney
(c) Extent of authority of the developer/builder;	720 sq. yds (Developer) 480 sq. yds (Owner)
(d) Independent title verification of the land and/or building in question;	Title verification was made
(e) Agreement of sale (duly registered);	Not applicable.
(f) Payment of proper stamp duty;	Proper stamp duty paid on sale deeds, and Development Agreements
(g) Requirement of registered of sale agreement development agreement, POA, etc.;	Applicable as and when flat was booked by the purchaser
(h) Approval of building plan, permission of appropriate/local authority, etc.;	Approved Plan for project consisting of for stilt, Ground plus 4 upper floors by GVMC
(i) Conveyance in favour of Society /Condominium concerned;	Not applicable
(j) Occupancy Certificate/allotment letter/letter of possession;	Since the construction of the building yet to complete
(k) Membership details in the Society etc.;	Not applicable
(l) Share Certificates;	Not applicable
(m) No Objection Letter from the Society;	Not applicable
(n) All legal requirements under the local/municipal laws, regarding ownership of flat/ Apartments/building regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Legal requirements for the said property is complied
(o) Requirements, for noting the bank charges on the records of the Housing Society, if any;	Not required
(p) If the property is a vacant land and other construction is yet to be made, approval of lay-out other precautions, if any.	Yes and already building plan is approved
(q) Whether the numbering pattern of the units/flats tally in all documents such as approval plan, agreement plan, etc.	Yes
II.A Whether the Areal Estate Project comes under Areal Estate (Regulation and Development) Act 2016? (Y/N)	Yes, It come under Real Estate Regulatory Authority
II.B Whether the project is registered with the Areal Estate Regulatory Authority? If so, the details of such registration are to be furnished	Yes, project registered Application ID No.060524194817
II.C Whether the registered agreement for sale as prescribed in the above Act/Rules there is executed?	Not applicable
II.D Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter	Not applicable



	in the website of Areal Estate Regulatory Authority?	
28	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof.	There are no encumbrances on the said property except the sale transactions are reflected
29	The period covered under the Encumbrance 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 33 Years covering from 31.03.1991 to 14.07.2024
30	Details regarding property tax or land revenue or other statutory dues payable as on date and if not paid, what remedy?	Under construction stage Vacant land tax paid
31	(a) Urban land ceiling clearance , whether required and if so, details thereon	Not required
	(b) Whether No Objection certificate under the Income Tax Act is required /obtained.	Not required
32	(a) Details of RTC extracts /mutation extracts /Katha extracts pertaining to the property in question.	Not applicable
	(b) Whether the name of the mortgagor is reflected as owner in the revenue/Municipal /village records?	Yes
33	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be)	Yes
34	Whether the property can be identified from the following documents, (a) Document in relation to electricity connection: (b) Document in relation to water connection: © Document in relation to Sales Tax Registration if any applicable: (d) Other utility bills, if any:	Yes Not applicable Not applicable Yes (VLT)
	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	(a) Whether the documents i.e Valuation report / approved sanctioned plan reflect/indicate any difference /discrepancy in the boundaries in relation to the Title document/other documents. (If the valuation report and/or approved plan are not available at the time of preparation of TIR please provide these comments subsequently, on receipt of the same)	Valuation Report is not produced to me, however latest plan is tallying with boundaries mentioned The Bank can proceed.
36	(a) Whether the bank will be able to enforce SARFASI Act if required against the property offered as security?	the bank can enforce SARFASI Act



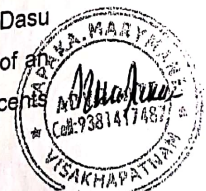
(b) property is SARFAESI complaint (Y/N)		Yes
37	(a) Whether original title deeds are available for creation of equitable mortgage	Original Title deeds are available
	(b) In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the bank in this regard	Not applicable
38	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security	The Bank is advised to deposit the title deeds by way of Registered Memorandum of deposit of title deeds in favour of the bank only and obtain EC reflecting the same
39	The specific persons who are required to create mortgage to deposit documents creating mortgage.	Smt. Pothabattula Padma Latha W/o Sri. Pothabattula Hari Babu rep by her GPA Holder M/s Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha w/o M.V.K. Mohana Rao

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

FLOW OF TITLE

I have examined Document No. 1: which is the Registered Sale deed dated 09.09.1971 bearing Document Registration No.4575/1971 in the office of the Joint Sub Registrar, Visakhapatnam executed by 1) Sri Vommi Simhachalam, 2) Sri Vommi Narasimhulu, 3) Sri Botta Narayana, 4) Botta Apparao, 5) Botta Appalaswamy, 6) Botta Pydayya, vendor No.6 being minor rep by his brother Vendor No.3 and all are rep by their GPA Holder Dadhi Narayana Dasu S/o Venkata Narayana Dasu under regd. Doc No.127/71 (vendors) in favour of Gaja Gantarao Kusuma W/o Gaja Ganta Rao Satyanarayana Murthy (vendee) of an extent of 900 sq. yards or 752.517 sq mts out of total extent Ac 2-05 cents (Ac.1.05 cents in S No.249/1 & Ac.1.00 cents in S No.391/1), bearing Plot No. 9, 10, 11, Covered by Patta no. 72 in S.No.249/1, 391/1 of Narava Village, Visakhapatnam. It is Recited in the deed that the vendor No.1 & 2 got the property through his father by way of doc No. 1059/1947, and vendor No.3 to 6 got the property through his father by way of doc No. 879/1948. It is Recited in the deed that the property acquired by the vendors from his ancestors by virtue of Succession. Since then, he is in peaceful possession and enjoyment of the same. It is further recited in the sale deed that the vendor received the entire sale consideration from the purchaser and delivered the property to the purchaser with full and absolute rights

I have examined Document No. 2: which is the Registered Sale deed dated 09.09.1971 bearing Document Registration No.4576/1971 in the office of the Joint Sub Registrar, Visakhapatnam executed by 1) Sri Vommi Simhachalam, 2) Sri Vommi Narasimhulu, 3) Sri Botta Narayana, 4) Botta Apparao, 5) Botta Appalaswamy, 6) Botta Pydayya rep by their GPA Holder Narayana Dasu S/o Venkata Narayana Dasu (vendors) in favour of Smt. Potnuru Srinivasamma W/o Narayana Murthy (vendee) of an extent of 300 sq yards or 250.840 sq mts out of total extent Ac 2-05 cents (Ac.1.05 cents



in S No.249/1 & Ac.1.00 cents in S No.391/1), bearing Plot No. 8, Covered by Patta no. 72 in S.No.249/1, 391/1 of Narava Village, Visakhapatnam. It is Recited in the deed that the vendor No.1 & 2 got the property through his father by way of doc No. 1059/1947, and vendor No.3 to 6 got the property through his father by way of doc No. 879/1948 It is Recited in the deed that the property acquired by the vendors from his ancestors by virtue of Succession. Since then, he is in peaceful possession and enjoyment of the same. It is further recited in the sale deed that the vendor received the entire sale consideration from the purchaser and delivered the property to the purchaser with full and absolute rights.

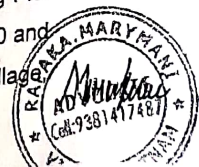
I have examined Document No. 3: which is the Death Certificate dated.07.11.1999 issued by the Commissioner, Gajuwaka Municipality vide registration No.99/1. Which certifies that Smt. Potnuri Srinivasamma died on 01.08.1997 and the same is registered on 04.08.1997.

I have examined Document No. 4: which is the Legal Heir Certificate, dated.28-12-2011 issued by the Tahsildar, Visakhapatnam vide SI.No.31346/Ser.11.02/2011, certifying that Smt. Potnuru Srinivasamma expired On 01-08-1997 leaving behind his sons (1) Sri Potnuru Sriharinadh, 2) Potnuru Nagendra Vijaya Saradhi as his legal heirs

I have examined Document No. 5: which is the Certificate issued by the Mandal Revenue Officer, Pendurthi on 17.11.2003 vide L. Dis. No.365/2003/A, reveals that Smt. Urukuti Surya Kumari has filed a complaint to Station House Officer, Law & Order Police Station, Gajuwaka dated 10-09-2003 regarding the site dispute in old S No.391/1, 249/1, New S No.349/1 of Sathivanipalem Village, Narava Panchayathi. Based on the said report, the SHO Gajuwaka sent a letter dt.10.09.2003 to MRO Pendurthi. In this regard the Asst. Revenue Inspector and Mandal Surveyor has surveyed, Verification of Documents & verified on ground and found that the Vacant land is in S No.349/4 & 371/1 of Sathivanipalem belongs to Smt. Potnuri Srinivasamma W/o Narayana Murthy and Smt. Gajaganta Kusuma W/o Satyanarayana Murthy, who purchased lands through doc Nos. 4576/71, dt. 9.09.1971 and Doc No. 4575/1971, dt. 09.09.1971 and also reported that Sri Urukuti Surya Kumari W/o Thata Rao is not having any right over the said land situated in S.No. 349/4 and 371/1 of Sathivanipalem Village

I have examined Document No. 6: which is the Letter issued by Public Information Officer and Inspector of Police, Gajuwaka Police Station, Visakhapatnam, reveals that the Sri. D. Nageswara Rao, Advocate has filed under Right to Information Act, 2005 under Sec 6(1) dated.23.06.2024 for Status of the complaint namely Urukuti Surya Kumari W/o Thata Rao based on the letter of the Tahsildar, Pendurthi vide its L Dis No.365/2003/A dated.17.11.2003. in this connection, the Station House officer has verified the station records through CCTNS system, and confirmed that there are no cases pending in the name of the complaint namely Smt. Urukuti Surya Kumari

I have examined Document No. 7: which is the Registered Sale deed dated 27.01.2004 bearing Document Registration No.516/2004 in the office of the Joint Sub Registrar, Gajuwaka executed by 1) Smt. Gajagantarao Kusuma W/o Satyanarayana, 2) Potnuru Sri Harinadh, 3) Potnuru Nagendra Vijaya Saradhi sons of Narayana Murthy (vendors) in favour of Smt. Pothabattula Padmalatha W/o Haribabu (vendee) of a site measuring an 1200 sq yards or 1003.356 sq mts (extent of 900 sq. yards, bearing Plot No. 9, 10, 11, & extent of 300 sq yards bearing Plot No. 8) bearing Plot No. 8, 9, 10 and 11, covered by S No. 249/1 and 391/1 of Sathivanipalem Village, H/o Narava Village.



Pendurthi Mandal, within the limits of Greater Visakhapatnam Municipal Corporation, Gajuwaka SRO., Visakhapatnam. It is Recited in the deed that the vendor No.1 got the property under a regd. doc No. 4575/1971 for an extent of 900 sq. yds bearing Plot No.9,10 &11 Since then she is in peaceful possession and enjoyment of the said property and the 2nd Vendor and 3rd Vendor got the property through his mother i.e., Potnuri Srinivasamma. It is further recited that the Potnuri Srinivasamma is the absolute owner of the property under a regd. doc No. 4576/1971 and the Vendor No.2 & 3 inherited the same by way of succession. Since then, they are in peaceful possession and enjoyment of the said property. It is further recited in the sale deed that the vendor received the entire sale consideration from the purchaser and delivered the property to the purchaser with full and absolute rights.

I have examined Document No. 8: which is the Registered Development Agreement with Irrevocable General Power of Attorney dated 11.12.2020 bearing Document Registration No.4464/2020 in the office of the Joint Sub Registrar, Gajuwaka goes to show that Smt. Pothabattula Padmalatha W/o Haribabu who is the owner in favour of Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha W/o M.V.K. Mohana Rao who is the Developer. In respect of a site of an extent of 1200 sq yards or 1003.365 sq mts bearing Plot No. 8, 9, 10 and 11, covered by S.No. 249/1 and 391/1 of Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal, Greater Visakhapatnam Municipal Corporation, Gajuwaka SRO., Visakhapatnam It is recited in the agreement that Owner is the absolute owner of an extent of 1200 Sq.yds, bearing Plot No.8, 9, 10 and 11, covered by S.No. 249/1 and 391/1 of Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal Visakhapatnam through a registered Sale deed dated 27.01.2004 bearing Document Registration No.516/2004 in the office of the Joint Sub Registrar, Gajuwaka District from Smt. Gajagantaroo Kusuma and others and enjoying the Vacant Possession in uninterrupted, actual and peaceful possession of the same and enjoying it lawfully as owner with absolute rights thereof.

The Owner have decided to develop an extent of 1200 Sq. yds or 1003.356 Sq. mts into an apartment building consisting of Stilt (for parking) + Ground + 4 upper floors comprising of residential flats with the approval from the GVMC and therefore decided to offer for Development of the said property on sharing basis. The owner shall be entitled 40 % super built-up area and the Developer shall be entitled and retain the remaining 60% super built-up area It is recited in the agreement that the owner share and the developer's share is mentioned at page No:3 & 4 of the said agreement. It is further revealed in the agreement that the developer can enter into sale agreement and execute sale deeds to third parties in respect of Developer's share only and the owner also gave a GPA to the Developer to do said acts. As per this agreement, the entire land of 1200 sq. yds has to be developed shall be named as "SRI SOWDHAMINI ENCLAVE", There are other terms and conditions agreed between them are mentioned in the agreement. It is mentioned of the agreement that the owner hereby agreed that they shall not revoke the said POA till the purpose is fully completed.



The details of sharing of flats are mentioned in B Schedule i.e., the share of Site Owner i.e., Smt. Pothabattula Padma Latha:

SI No.	Flat No	Flat Area	Floor	UDS extent
1	102	1050 sft	First Floor	39.8 Sq. yds
2	104	1050 sft	First Floor	39.8 Sq. yds
3	106	1050 sft	First Floor	39.8 Sq. yds
4	201	1050 sft	Second Floor	39.8 Sq. yds
5	203	1050 sft	Second Floor	39.8 Sq. yds
6	205	1050 sft	Second Floor	39.8 Sq. yds
7	302	1050 sft	Third Floor	39.8 Sq. yds
8	304	1050 sft	Third Floor	39.8 Sq. yds
9	402	1050 sft	Fourth Floor	39.8 Sq. yds
10	404	1050 sft	Fourth Floor	39.8 Sq. yds
11	501	1050 sft	Fifth Floor	39.8 Sq. yds
12	503	1050 sft	Fifth Floor	39.8 Sq. yds
Total 12 Car parking's in Stilt Floor each Car Parking of 80 sft				

The details of sharing of flats are mentioned in B Schedule i.e., the share of Developer i.e., Sri Vamsi Constructions:

SI No.	Flat No	Flat Area	Floor	UDS extent
1	101	1050 sft	First Floor	39.8 Sq. yds
2	103	1050 sft	First Floor	39.8 Sq. yds
3	105	1050 sft	First Floor	39.8 Sq. yds
4	202	1050 sft	Second Floor	39.8 Sq. yds
5	204	1050 sft	Second Floor	39.8 Sq. yds
6	206	1050 sft	Second Floor	39.8 Sq. yds
7	301	1050 sft	Third Floor	39.8 Sq. yds
8	303	1050 sft	Third Floor	39.8 Sq. yds
9	305	1050 sft	Third Floor	39.8 Sq. yds
10	306	1050 sft	Third Floor	39.8 Sq. yds
11	401	1050 sft	Fourth Floor	39.8 Sq. yds
12	403	1050 sft	Fourth Floor	39.8 Sq. yds
13	405	1050 sft	Fourth Floor	39.8 Sq. yds
14	406	1050 sft	Fourth Floor	39.8 Sq. yds
15	502	1050 sft	Fifth Floor	39.8 Sq. yds
16	504	1050 sft	Fifth Floor	39.8 Sq. yds
17	505	1050 sft	Fifth Floor	39.8 Sq. yds
18	506	1050 sft	Fifth Floor	39.8 Sq. yds
Total 18 Car parking's in Stilt Floor each Car Parking of 80 sft				

I have examined Document No. 9: which is the Survey Report issued by Licensed Surveyor, Visakhapatnam vide L.S. No. 2379/2016, dt. 02.07.2021 reveals that Smt. Matta Sobha W/o M.V.K. Mohana Rao of Sattivanipalem Village, H/o Narava Village is having landed property bearing Plot No. 8, 9, 10, 11 in S.No.349/4 and 371/1 of Sathivanipalem Village, of Gajuwaka Mandal as per document No.4464/2020 dated.02.07.2021 of sub-Registrar, Gajuwaka.



I have examined Document No. 10: which is the Registered Rectification deed dated 23.04.2021 bearing Document Registration No.2853/2021 in the office of the Joint Sub Registrar, Gajuwaka executed by Smt. Pothabattula Padmalatha W/o Haribabu who is the owner in favour of Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha W/o M.V.K. Mohana Rao . The Vendor executed and regd. Doc No. DAGPA No. 4464/2020 in favour of the Vendees and in the said deed in the document Survey Number was wrongly typed as S.No. 249/1 and 391/1 instead of S.No. 349/4 and 371/1 and the same is rectified by execution of the above deed

I have examined Document No. 11: which is the Registered Affidavit (Mortgage) deed dated 18.10.2023 bearing Document Registration No.9710/2023 in the office of the Joint Sub Registrar, Gajuwaka executed by Smt. Pothabattula Padmalatha W/o Haribabu rep by their GPA Holder Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha W/o M.V.K. Mohana Rao in favour of Greater Visakhapatnam Municipal Corporation. The recitals of this document shows that, 10% of Built-up area admeasuring (1) 91Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.205 in First floor, (2) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.304 in Second floor (3) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.404 in Third floor & (4) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.503 in Fourth floor as marked in the plan submitted to the commissioner of GVMC by way of this undertaking in case we violate the terms and conditions of the sanctioned plan.

I have examined Document No. 12: which is the Proceedings of Greater Visakhapatnam Municipal Corporation and approved Building Plan which shows that permission is accorded to proposed construction of Stilt, Ground, First, Second, Third and Fourth floor RCC Roofed Residential apartment Building consisting of 30 Flats in S No.349/4 & 371/1 of Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal, within the limits of Greater Visakhapatnam Municipal Corporation, Gajuwaka SRO., Visakhapatnam vide BA No.1086/3428/B/Z6/NVA/2022, dt. 18.04.2024. There is mortgage property of 304.35 sq mts or 364 sq. yds in proposed (1) 91Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.205 in First floor, (2) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.304 in Second floor (3) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.404 in Third floor & (4) 90.9Sq.Yds or 76Sq.Mtrs., in the proposed Flat No.503 in Fourth floor as marked in the plan to GVMC and same is demarked in the plan.

I have examined Document No. 13: which is the Endorsement dated:13.06.2024, issued by Tahsildar, Pendurthi Mandal, reveals that the Smt. Pothabathula Padmalata W/o Haribabu has requested to issue Correlation certificate pertaining to S Nos.349/4 and 371/1 of Narava Village, Pendurthi Mandal, Visakhapatnam District.

In this regard the Mandal Dy. Surveyor has verified the available records and reported as mentioned in below

Sl No.	S No/SD No.	Old S No/SD No as per the SFA
1	349-4	249-1
2	371-1	391 part



I have examined Document No. 14: which is the Property Tax (on Land) Receipt dated.05.02.2024 issued by Greater Visakhapatnam Municipal Corporation bearing Asst No. 1086562597, tax paid from 01.10.2019 to 31.03.2024 vide receipt No. 02/2023-24/482557, paid in the name of Sri Vamsi Constructions.

I have examined Document No. 15: which is the Partnership Deed, dated.20.06.2013 executed between the Partners i.e. (1) Matta Sobha W/o M.V. Krishna Mohan Rao, 2) Matta Lakshmi Ooha D/o M. V. Krishna Mohan Rao and they decided to carry their business in the name and style of M/s Sri Vamsi Constructions. The object of the Partnership business is to Construct of Apartments, Real estate business, Flats constructions as builder, development and electrical & Mechanical works etc. It is agreed by the partners that Matta Sobha W/o M.V. Krishna Mohan Rao, is the Managing Partner of the firm

I have examined Document No. 16: which is the Acknowledgement of Registration of Firm dated.21.06.2013 showing that M/s Vamsi Constructions, has been entered in the Register of Firms as No.142/2013 at Anakapalli, Andhra. Pradesh.

I have examined Document No. 17,18: which is the Encumbrance Certificate bearing dated.18.06.2024 and EC online dated.15.07.2024 issued by the Sub Registrar, Gajuwaka for the schedule mentioned property showing the transaction for the period of 33 years from 31.03.1991 to 14.07.2024 which reveals that there are no encumbrances on the said property.

I have examined Document No. 18: which is the Search Receipt No.14643 dt.21.06.2024, issued by Joint Sub Registrar, Gajuwaka reveals that the Registered Development Agreement with GPA No.4464/2020 has been duly registered with the said SRO

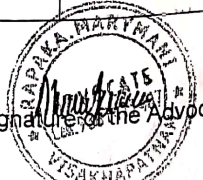
I have examined Document No. 19: which is the Prohibited Properties, survey number wise list obtained online with regard to the property in S No:349/4, 371/1, As from the document it is evident that the said survey number is not in the prohibited list.

FLOW CHART

S.No:	Doct No:& Date	Details of parties	Extent	Remarks
1	Doc.4575/1971 Dt. 09.09.1971	Vendor : Sri Vommi Simhachalam, and others rep by their GPA Holder Dadhi Venkata Narayana Dasu Purchaser: Gajaganta Kusuma	900 sq. yards	Regd. Sale deed
2	Doc.4576/1971 Dt. 09.09.1971	Vendor : Sri Vommi Simhachalam, and others rep by their GPA Holder Dadhi Venkata Narayana Dasu Purchaser: P. Srinivasamma	300 sq yards	Regd. Sale deed
3	Doc.516/2004 Dt. 27.01.2004	Vendor : 1) Smt. Gajagantaroo Kusuma, 2) Potnuru Sri Harinadh, 3) Potnuru Nagendra Vijaya Saradhi Purchaser: Smt. Pothabattula Padmalatha	1200 sq yards	Regd. Sale deed
4	Doc.4464/2020 Dt. 11.12.2020	Vendor : Smt. Pothabattula Padmalatha Developer: Sri Vamsi Constructions	1200 sq yards	Regd. DAGPA

Date: 15.07.2024

Place: Visakhapatnam

Signature of the Advocate




Annexure C: Certificate of title

- 1 I have examined the Original Title deed of the applicant which is intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it 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 confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable), I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. In case of Loans to Housing Projects/approval of Housing Projects or Home loans for flats in Housing Projects, I confirm having made the search of the proposed development site and state that it is not in Prohibited/Regulated Area, under 'The Ancient Monuments and Archaeological Sites and Remains Act 2010' and prior permission has been obtained from NMA (National Monuments Authority), wherever required".
- 5 Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds, Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
6. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 31.03.1991 to 14.07.2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 7 In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (not applicable)
- 8 Minor/(s) and his/ their Interest In the property/(ies) Specify the share of the Minor with Name. (not applicable).



- 9 The Mortgage if created will be available to the Bank for the Liability of the intending Borrower M/s Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha w/o M.V.K. Mohana Rao
10. I certify that Smt. Pothabattula Padma Latha W/o Sri. Pothabattula Hari Babu rep by her GPA Holder M/s Sri Vamsi Constructions rep by its Managing Partner Smt. Matta Sobha w/o M.V.K. Mohana Rao is an absolute, clear and Marketable title over the Schedule property/ (ies) only after registered sale deed. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 11 In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

01	09.09.1971	Registered Sale Deed No. 4575/1971	Original
02	09.09.1971	Registered Sale Deed No. 4576/1971	Original
03	07.11.1999	Death Certificate of P. Srinivasamma	Photo Copy
04	28.12.2011	Legal Heir Certificate of P Srinivasamma	Photo Copy
05	17.11.2003	Certificate issued by Mandal Revenue Officer, Pendurthi	Photo Copy
06	-	Letter issued by Public Information Officer and Inspector of Police, Gajuwaka Police Station, Visakhapatnam	Photo Copy
07	27.01.2004	Registered Sale Deed No. 516/2004	Original
08	11.12.2020	Registered Development Agreement with Irrevocable GPA No. 4464/2020	Original
09	02.07.2021	Survey Report	Photo Copy
10	23.04.2021	Registered Rectification Deed No. 2853/2021	Original
11	18.10.2023	Registered Affidavit (Mortgage) No. 9710/2023	Original
12	18.04.2024	Building Plan and proceedings issued by GVMC, Visakhapatnam	Online Copy
13	13.06.2024	Endorsement issued by Tahsildar, Pendurthi Mandal	Original
14	05.02.2024	Tax Receipt (on Land) bearing Asst No. 1086562597	Online Copy
15	20.06.2013	Partnership Deed	Photo Copy
16	21.06.2013	Acknowledgement of Registration of Firm	Photo Copy
17	18.06.2024	Encumbrance Certificate issued by SRO, Gajuwaka	Original
18	15-07-2024	Encumbrance Certificate issued by SRO, Gajuwaka	Online Copy
19	21.06.2024	Search Report	Original
20	-	Prohibitory properties	Net Copy

12. There are no legal impediments for creation of the mortgage under any applicable law Rules in force.
- 13 It is certified that the property is SARFAESI complaint.



SCHEDULE OF PROPERTY

A site measuring an extent of 1200 Sq yards or 1003.356 Sq mts, bearing Plot Nos.8, 9, 10 and 11, covered by Survey No:249/1 and 391/1, of Sathivanipalem Village, H/o Narava Village, Pendurthi Mandal, within the limits of Greater Visakhapatnam Municipal Corporation, Visakhapatnam District in the jurisdiction of Gajuwaka Sub-Registrar Office, Visakhapatnam District and proposed construction of Stilt, Ground, First, Second, Third and Fourth floor RCC Roofed Residential apartment Building consisting of 30 Flats in the name of the apartment shall be always remain as **"SRI SOWDHAMINI ENCLAVE"**

Boundaries of Site:

East : 30 feet Wide Road
South : Plot No. 7 & 12 of Vacant Site
West : 30 Feet Wide Road
North : Others Site

Date: 15.07.2024
Place: Visakhapatnam


Signature of the Advocate

