## SUDHAMANI S.T ADVOCATE

# TILE INVESTIGATION REPORT

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Ref: TIR/SBI/2016

To
The Assistant General Manager,
M/s State Bank of India,
HLST,
Bangalore.

TITLE INVESTIGTION REPORT PROJECT

**ANNEXTURE-B** a. Name of the Branch/Business Unit/office AGM,HLST-SBI seeking opinion. b. Reference No. & date of the letter under the cover of which the documents tendered **HLST Letter** scrutiny are forwarded c. Name of Borrower a. Name of the unit/concern/company /person offering the property(ies) as security. b. Constitution of the unit/concern/person /body / authority offering the property for creation of charge Name of Title holder A. PHILIP KUMAR Name of the Builder/Developer M/S KRITAN URBANE LIVING Name of the Project ..... c. State as to under what capacity is security offered (Whether as joint applicant or borrower **Project Approval** or quarantor) Complete & full description of the immovable properties offered as security for including the following details **SCHEDULE PROPERTY** All that Property available within the four boundaries detailed below and measuring 25 Guntas in Sy.No.276, situated at Hulimangala Village, Jigani Hobli, Anekal Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No. ALN:(A.J):SR.56/2011-12 and bounded by: East: Property belonging to Poojappa; west: Remaining portion of Sy.No. 276 North: Remaining portion of Sv.No. 276 belonging to



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	Narasappa ; South : District Board Road.	
4	<ul> <li>a. Particulars of the documents scrutinized serially &amp; chronologically:</li> <li>b. Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified</li> </ul>	

SI. No.	Date	Name/Nature of Document	Original /Certified Copy/Certified Extract/Photocopy etc.,	In case of copies whether the original was scrutinized by the Advocate
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1	Sale Deed dated 27.05.1964 executed by Pilla Reddy infavour of JAYAMMA registered as Document No.1337/1964-65 of Book I, Volume 997 at pages 81-88 in the office of the Sub Registrar, Anekal Bangalore (In respect of Sy. No. 276 measuring 8 acres 15 guntas)	Verified (relating to
2	Sale Deed dated 05.02.2004 executed by JAYAMMA infavour of R.PILOMENA registered as Document No.13369/2003-04 in the office of the Sub Registrar, Anekal, Bangalore.	
3	<ol> <li>Records of Rights.</li> <li>Hissa Tippani &amp; Karnataka Settlement Akarbandh &amp; Village Map of Hulimangala.</li> <li>Official Memorandum Dated 03.10.2011 bearing No ALN(AJ)SR/56/2011-12 issued by Deputy Commissioner, Bangalore District. (In respect of Sy. No. 276/3 measuring 25 guntas)</li> <li>Endorsement dated 19.06.2015 issued by Tahsildar, Anekal Taluk under the Provisions of 48</li> </ol>	
	<ul> <li>(A) of KLR Act.</li> <li>5. Endorsement dated 16.06.2011 bearing No. LRF/79(A)(B)/CR/31/2011-12 issued by Tahsildar, Anekal Taluk under the Provisions of 79 (A) (B) of KLR Act.</li> <li>6. Endorsement dated 02.08.2011 issued by</li> </ul>	



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	Bangaloro Devel	
4	Bangalore Development Authority.	
4	<ol> <li>Gift Deed dated 20.10.2015 executed by R.PHILOMENA infavour of A.PHILIP KUMAR registered as Document No. ANK-1-03193/2015-16 stored in CD ANKD 395 in the office of the Sub Registrar, Anekal, Bangalore.</li> <li>Rectification to Gift Deed dated 28.09.2016 executed by R.PHILOMENA infavour of A.PHILIP KUMAR registered as Document No. ANK-1-04316/2016-17 stored in CD ANKD 410 in the office of the Sub Registrar, Anekal, Bangalore.</li> </ol>	Original Verified
5	<ol> <li>E-Khatha issued by Hulimangala Grama Panchayath in favour of A. PHILIP KUMAR.</li> <li>Property Tax Paid Receipt for the period 2015-16.</li> </ol>	Original Verified
09	<ol> <li>Joint Development Agreement dated 10.02.2016 entered between A. PHILIP KUMAR &amp; M/S KRITAN URBANE LIVING registered as Document No. ANK-1-05227/2015-16 stored in CD No ANKD 399, before the Sub-Registrar, Anekal, Bangalore. (60%-40%)</li> <li>General Power of Attorney dated 10.02.2016 executed by A. PHILIP KUMAR in favour of M/S KRITAN URBANE LIVING registered as Document No. ANK-4-00493/2015-16 stored in CD No ANKD 399, before the Sub-Registrar, Anekal, Bangalore.</li> <li>Rectification to Joint Development Agreement dated 28.09.2016 entered between A. PHILIP KUMAR &amp; M/S KRITAN URBANE LIVING registered as Document No. ANK-1-04317/2016-17 stored in CD ANKD 410 in the office of the Sub Registrar, Anekal, Bangalore. (60%-40%)</li> <li>Rectification to General Power of Attorney dated 28.09.2016 executed by A. PHILIP KUMAR in favour of M/S KRITAN URBANE LIVING registered as Document No. ANK-4-00293/2016-17 stored in CD No ANKD 410, before the Sub-Registrar, Anekal, Bangalore.</li> <li>Cense &amp; Approved Plan dated 15.07.2016 bearing No. LP 2016-17 issued by Bangalore Development Authority for the onstruction of Basement Floor, Ground Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Authority for the onstruction of Basement Floor, Ground Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Development Floor &amp; 4 Upper 2016-17 issued by Bangalore Plan dated 15.07.2016 issued by Bangalore Plo</li></ol>	Original Verified Verified
	onstruction of Basement Floor, Ground Floor & 4 Upper oors	



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8	Encumbrance	Cortificate	£	41	artist to a state of	The state of the s		
3	Encumbrance	Certificate	IOL	tne	period	01.04.1952	to	Original
1	20.04.2017.							Verified
								· ciliica

5	obtained from the relevant sub registrar office and compared with the documents made available by the proposed mortgagor	
6	a. Whether the records of registrar office or revenue authorities relevant to the property in question are	Yes
	or computer system	
	b. If such online /Computer records are available, whether any verification or cross checking are made and the comments/findings in this regard	
7	possible to be got verified from any online portal and if so whether such verification was made	Yes
	a. Property offered as security falls within the jurisdiction of which sub registrar office	Anekal
t.	documents in respect of the property in question, at more than one office of sub registrar/district registrar/ registrar-general. if so, please name all such offices.	Anekal, Jayanagara ,
	<ul> <li>Whether searches has been made at all the offices named at (b) above</li> </ul>	Jayanagara
	d. Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question	No
	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for the further period, depending on the need for clearance of such clog on the Title.	Mentioned below

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I perused **Document No. 1** supra , it is observed from the recital made therein that the property bearing **Sy.No.276 measuring 8 acres 15 guntas**, situated at Hulimangala Village, Jigani Hobli, Anekal Taluk, Bangalore urban District originally owned & possessed by one Pilla Reddy who inturn conveyed the same infavour of **JAYAMMA** through registered Sale Deed dated 27.05.1964 registered as Document No.1337/1964-65 of Book I, Volume 997 at pages 81-88 in the office of the Sub Registrar, Anekal, Bangalore.

Whereas the said JAYAMMA inturn conveyed the portion of afore said property bearing Sy. No. 276 measuring 25 guntas infavour of R.PHILOMENA through registered Sale Deed dated 05.02.2004 registered as Document No.13369/2003-04 in the office of the Sub Registrar, Anekal, Bangalore.

Vide Document No. 2, supra.

The Records of Rights discloses that the name of JAYAMMA & subsequently the name of R.PHILOMENA as the Khathedar of the afore said property.

The Hissa Tippani & Karnataka Settlement Akarbandh & Village Map of Hulimangala discloses that the extent, location, shape & size & Phodi of Sy. No. 276 as 276/3 measuring 25 guntas in respect of the afore said property. (HEREIN AFTER REFERRED TO AS SCHEDULE PROPERTY)

Whereas the schedule property were converted for agriculture to non agricultural residential purpose by the office of the Deputy Commissioner, Bangalore District vide Official Memorandum Dated 03.10.2011 bearing No ALN(AJ)SR/56/2011-12.

The Endorsement dated 19.06.2015 issued by Tahsildar, Anekal Taluk discloses that no proceedings are initiated in respect of schedule property under the Provisions of 48 (A) of KLR Act.

The Endorsement dated 16.06.2011 bearing No. LRF/79(A)(B)/CR/31/2011-12 issued by Tahsildar, Anekal Taluk discloses that no proceedings are initiated in respect of schedule property under the Provisions of 79 (A) (B) of KLR Act.

The Endorsement dated 02.08.2011 issued by Bangalore Development Authority discloses that no acquisition proceedings are initiated in respect of schedule property by the said authority for any of its schemes.

Vide Document No. 3, supra.

Whereas the said R.PHILOMENA out of love & affection towards her son namely A.PHILIP KUMAR inturn bequeathed the schedule property in his favour through registered Gift Deed dated 20.10.2015 registered as Document No. ANK-1-03193/2015-16 stored in CD ANKD 395 in the office of the Sub Registrar, Anekal, Bangalore.

Whereas a mistake were crept with respect to the mentioning of Sy. No. in the afore said Gift Deed i.e., instead of Sy. No. 276/3 it was wrongly



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mentioned 276, hence the same was rectified through registered Rectification to Gift Deed dated 28.09.2016 executed by R.PHILOMENA infavour of A.PHILIP KUMAR registered as Document No. ANK-1-04316/2016-17 stored in CD ANKD 410 in the office of the Sub Registrar, Anekal, Bangalore. Vide Document No. 4, supra.

Whereas by virtue of Gift Deed the Khatha of the schedule property was transferred in the name of A. PHILIP KUMAR in the revenue records of Hulimangala Grama Panchayath vide E- Khatha.

Whereas the property tax assessed inrespect of the schedule A property is paid for the period 2015-16.

vide Document No. 5.

Whereas the A. PHILIP KUMAR formulated the scheme for the development of Schedule 'A' property in to multistoried residential building and entered in to Joint Development Agreement dated 10.02.2016 with M/S KRITAN URBANE LIVING registered as Document No. ANK-1-05227/2015-16 stored in CD No ANKD 399, before the Sub-Registrar, Anekal, Bangalore. The said document further discloses that the owner shall convey 60 % undivided share in the schedule property in favour of developer and developer in turn construct and deliver 40 % super built up area in favour of the owner.

Whereas by virtue of execution of Joint Development Agreement the said A. PHILIP KUMAR have executed General Power of Attorney dated 10.02.2016 in favour of M/S KRITAN URBANE LIVING authorizing them to perform certain acts on their behalf including the power of transfer & convey their share Schedule 'A' Property & the said GPA is registered as Document No. ANK-4-00493/2015-16 stored in CD No ANKD 399, before the Sub-Registrar, Anekal, Bangalore.

Whereas a mistake were crept with respect to the mentioning of Sy. No. in the afore said JDA & GPA i.e., instead of Sy. No. 276/3 it was wrongly mentioned 276, hence the same was rectified as follows:

- 1. Rectification to Joint Development Agreement dated 28.09.2016 entered between A. PHILIP KUMAR & M/S KRITAN URBANE LIVING registered as Document No. ANK-1-04317/2016-17 stored in CD ANKD 410 in the office of the Sub Registrar, Anekal, Bangalore. (60%-40%)
- 2. Rectification to General Power of Attorney dated 28.09.2016 executed by A. PHILIP KUMAR in favour of M/S KRITAN URBANE LIVING registered as Document No. ANK-4-00293/2016-17 stored in CD No ANKD 410, before the Sub-Registrar, Anekal, Bangalore.

Vide Document No. 6, supra.

The said A. PHILIP KUMAR through GPA Holder M/S KRITAN URBANE LIVING with an intent to construct multistoried residential building on the

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Schedule Property has approached Bangalore Development Authority and has obtained License & Approved Plan dated 15.07.2016 bearing No. LP 09/16-17 for the construction of multistoried residential building consists of Basement Floor, Ground Floor & 4 Upper Floors on the schedule 'A' property. Vide Document No 7.

Whereas the Encumbrance Certificate for the period 01.04.1952 to 20.04.2017 discloses that the Schedule 'A' Property is free from Encumbrances. Vide Document No. 8, supra.

9.	Nature of Title of the intended Mortgagor over the property (whether full Ownership Rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.,)	Absolute ownership
10	If Lease hold, 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.	No
44	e. Whether the leasehold rights permits for the creation of any superstructure.  f. Right to get renewal of the leasehold rights and nature thereof.  If Govt. Grant/Allotment/Lease-cum-Sale Agreement,	No
11	<ul> <li>Whether;</li> <li>a. Grant/Agreement etc., provides for alienable rights to the mortgagor with or without conditions.</li> <li>b. The mortgagor is competent to create charge on such property.</li> <li>c. Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.</li> </ul>	No
12	If occupancy right, Whether;  a. Such right is heritable and transferable  b. Mortgage can be created	. No
13	Nature of Minor's Interest, if any and if so, whether creation of mortgage could be possible. The modalities/procedures to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No Minor Interest Involved

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14	If the property has been transferred by way of Gift	Yes
1	/Settlement Deed, Whether :	Gift Deed
1	<ul> <li>a) The Gift/Settlement Deed is duly stamped and</li> </ul>	Involved
	registered	
	b) The Gift/ Settlement Deed has been attested by	Yes
	two witnesses	
	c) The Gift/ Settlement Deed transfers the property	Yes
	to done	
	d) Whether the Donee has accepted the Gift by	Yes Donee has
	signing the Gift/ Settlement deed or by a	accepted the Gift
	separated writing or by implication or by actions.	
	e) Whether there is any restriction on the Donor in	No
	executing the Gift/ Settlement Deed in question.	
	f) Whether the Donee is in the possession of the	
	gifted property.	.,
	g) Whether any life interest is reserved for the Donor	Yes
1	or any other person and whether there is a need	
1	for any other person to join the creation of	No
	mortgage.	N1-
1	h) Any other aspect affecting the validity of the title	No
15	passed through the Gift/Settlement Deed .  a. In case of Partition/Family Settlement deeds.	NO Partition
13	whether the Original deed is available for deposit,	deed Involved
1	if not the modality/procedure to be followed to create	ueeu ilivoiveu
	a valid and enforceable mortgage.	
	b. Whether mutation has been effected and whether	
1	the mortgagor is in possession and enjoyment of his	
1	share.	
	c. Whether the partition made is valid in law and the	
	mortgagor has acquired a mortgagable title	V 12
1	thereon.	
,	d. In respect of partition by a Decree of Court,	
l	whether such decree has become final and all other	
	conditions /formalities are completed /complied with.	
	e. Whether any of the documents in question are	
	executed in counterparts or in more than one set , if	
	so additional precautions to be taken for avoiding	
40	multiple mortgages.	
16	Whether the title documents include any	No Will Involved
	testamentary documents/Wills	
100	a. In case of Wills , Whether the will is registered will	Angel Commence
113	or unregistered	7 3/2 1 Pull
	b. Whether will in the matter needs a mandatory	
5,,25	probate and is so whether the same is probated	



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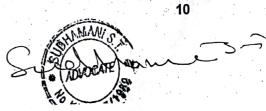
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	,		
1		by a competent Court.	
	C.	Whether the property is mutated on the basis of	
ì		will	
		Whether the original will is available.	
	e.	Whether the Original Death Certificate of the	
		testator is available.	
	f.	What are the circumstances and /or documents to	
		establish the will in question is the last and final	
l		will of the testator.	
17	a.	Whether the property is subject to any Wakf rights	Not a Wakf
	1		Property
	b.	Whether the property belongs to church/temple or	
1		any religious /other institutions having any	
ì		restriction in creation of charges on such	
		properties.	
	c.	Precautions /permissions , if any in respect of the	
		above cases for creation of mortgage.	N. 1
18	a.		Not a HUF/Joint
1		Property, mortgage is created for family	Family Property
1		benefit/legal necessity, whether the Major	
	1	Coparceners have no objection/join in execution,	
		minor share if any, rights of female members etc.,	
	D.	Please also comment on any other aspect which may adversely affect the validity of security in	
19	+	such cases.  Whether the property belongs to any trust or is	Not a Trust
19	a.	subject to the rights of any trust.	Property
	h	Whether the trust is a private or public trust and	1 Topony
	5.	whether trust deed specifically authorizes the	
	1 ,	mortgage of the property.	į į
1.	C.	If so additional precautions /permissions to be	
	•	obtained for creation of valid mortgage.	
	d.	Requirements, if any for creation of mortgage as	
		per the central/state laws applicable to the trust in	*. 4 °
		the matter.	
20	a.	If the property is Agricultural land, whether the	Not a Agricultural
-,:		local laws permit mortgage of agricultural land	land
	1	and whether there are any restrictions for creation	Official
		/enforcement of mortgage.	Memorandum
	b.	In case of agriculture property other relevant	Dated
		records /documents as per local laws, if any are	03.10.2011
1		to be verified to ensure the validity of the title and	bearing No
		right to enforce the mortgage.	ALNIA DERISAL
7	C.	In the case of conversion of agricultural land for	

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Γ		commercial purposes or otherwise, whether	2011-12 Agriculture to
		requisite procedure followed/permission obtained.	Agriculture to residential
۱			purposes
ŀ	21	Whether the property is affected by any local laws or	No
1	41	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.,)	
1	22	<ul> <li>Whether the property is subject to any pending or</li> </ul>	No
		proposed land acquisition proceedings	Yest * .
		b. Whether any search/enquiry is made with the	
		Land Acquisition Officer and the outcome of such	
		search/enquiry.  a. Whether the property is involved in or subject	No Pending
	23	matter of any litigation which is pending or	Litigations on the
		concluded.	available records
		h If so whether such litigation would adversely	produced by the
		affect the creation of a valid mortgage or nave	applicant
		any implication of its future enforcement.	
		c. Whether the title documents have any court	× v
١			
		litigation/attachment /security to court in respect of the property in question, in such case please	
		comment on such seal/making.	9.1
	04	a In case of partnership firm, whether property	Not a Firm
١	24	belongs to the firm and the deed is properly	Property
		registered	7
		b Property belonging to partners, whether thrown	
		on hotchnot whether formalities for the same	* ,
١		have been completed as per applicable laws.	
		c. Whether the person(s) creating mortgage	
	-	has/have authority to create mortgage for and on	
		behalf of the firm.  Whether the property belongs to a Limited Company,	Not a Company
-	25	check the borrowing powers, Board resolution,	Property
		l suth a size tion to create mondade/execution of	
	·	detroined by Degistration of any prior charges with the	
5		Company Registrar, Articles of Association/provision for	
		l semmon coal etc	Na
	26	the seas of Societies Association, the required	No
		authority/power to borrower and whether the mortgage	
20	t 0 1	can be create and the requisite resolutions, bye-laws	Yes
ì	27	a. Any POA is involved in the chain of title.	



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		b.	Whether the POA involved is one coupled with	.,
			interest ie Development Agreement –cum	Yes
			Power of Attorney if so please clarity whether	ì
			the same is a registered document and nence it	
1	- 1		has crated an interest infavour or the	
1			builder/developer and as such is irrevocable as	
			per law.	
		C	in case the title documents is executed by the	No
	,	٥.	POA holder please clarify whether the POA	No
	1		involved is (1) one executed by the Builder viz.,	
			Companies /Firms/Individual or proprietary	
			Concerns infavour of their	
			Partners/Employees/Authorized Representatives	
	l		to sign Flat Allotment Letters, NOC's , Agreement	
			of Sale Sale deeds etc., infavour of buyers of I	
1			flat/units(Builder's POA) or (2) other type of	
			POA(Common POA).	
-		А	In case of builder's POA, whether a certified copy	Yes
		u.	of POA is available and the same has been	163
			verified /compared with the original POA.	
1		6	In case of common POA(ie., POA other than I	
-	15	٠.	Builder's POA), please clarify the following	
-			clauses in respect of POA	
-			1. Whether the Original POA is verified and the	
-			title investigation is done on the basis of	Not Applicable
- [		1.	original POA.	
1			<ol><li>Whether the POA is registered one.</li></ol>	
			3. Whether the POA is a Special or General one.	
			4. Whether the POA contains a specific authority	
		-	for execution of title document in question.	Not Revoked
		f.	Whether the POA was in force and not revoked or	Not Nevoked
			had become invalid on the date of execution of	lm andan 0
1			the document in question(please clarify whether	In order &
		·	the same has been ascertained from the office of	In Force
- 1			sub registrar also).	
1		a.	Please comment on the genuineness of POA	Genuine
7		h.	. The unequivocal opinion on the enforceability and	Enforceable
			validity of the POA.	
1	28	Whet	her mortgage is being created by a POA holder,	No
:		check	genuineness of the power of Attorney and the	
		exten	t of the powers given therein and whether the same	
		is pro	operly executed/stamped/authenticated in terms of	
			aw of the place , where it is executed.	
	29		the property is a Flat/Apartment or	Apartment
Ļ		<del></del>		



SUDHAMANI S.T.

Advocate

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	residential/commercial complex, check & comment or	1
	the following:	
	a. Promoter's /Land Owner's title to the	Verified
	land/building.	
	<ul> <li>b. Development Agreement/Power of Attorney.</li> </ul>	60%-40%
	c. Extent of authority of the Developer /builder.	Verified
	d. Independent title verification of the land and/or	
	building in question	Optional
	e. Agreement for sale(duly registered)	NA
	f Payment of proper stamp duty.	
	g. Requirement of registration of sale agreement,	III Older
	development agreement POA etc.,	
	h. Approval of building plan , permission of	Obtained
	appropriate/local authority etc	
	i. Conveyance in favour of society /Condominium	NA
	concerned.	*
	j. Occupancy Certificate/allotment letter/letter of	NA
	possession.	
	k. Membership details in the society etc.,	NA
1	I. Share Certificates	ĺ
	m. No Objection Letter from the Society. n. All legal requirements under the local/Municipal	
		Yes Followed
	laws, regarding ownership of flats/Apartments/Building Regulations,	
ŀ	Development Control Regulations, Co-operative	
	Societies' Laws etc.,	
, .	o. Requirements, for noting the Bank charges on the	•
	records of the Housing Society, if any.	NA
	n. If the property is a vacant land and construction is	NA NA
	yet to be made, approval of lay-out and other	IVA.
	precautions , if any.	2
	g. Whether the numbering pattern of the units/flats	Vaa
	tally in all documents such as approved plan,	Yes
	agreement plan etc.,	
30	Encumbrances, attachments , and /or claims whether of	No .
	Government , central or State or other local authorities or	
	third party claims, Liens etc., and details thereof.	
31	The period covered under the Encumbrances Certificate	01.04.1952 to
	and the name of the person in whose tayour the	20.04.2017
	encumbrances is created and if so, satisfaction of	Schedule
ē .	charge, if any.	Property is free
211		from
		Encumbrances.
32	Details regarding property tax or land revenue or other	Tax upto 2015-
2		10 ( V ( 4 3 V )

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	statutory duos poid/s	
	statutory dues paid/payable as on date and if not paid, what remedy.	16 in respect of
	what remedy.	Schedule
2	3 a Urhan land poiling alcorage what	Property is paid.
'	at Orban land celling clearance, whether required	No
	and it so, details thereon.	
	b. Whether No Objection Certificate under the	-1
	Income Tax Act is required/obtained	
3	4. Details of RTC Extracts/Mutation Extracts/Khatha	Khatha stands in
	extracts pertaining to the property in question	the name of A.
	the same and brokers, and decouple	PHILIP KUMAR
3	Whether the name of mortgagor is reflected as owner in	No
	the revenue /Municipal /Village records.	140
3	a. Whether the property offered as security is clearly	
	demarcated.	1
	b. Whether the demarcation /partition of the property	Van
	is legally valid.	Yes
-	c. Whether the property has clear access as per	
37	documents.  Whether the property can be identified from the following	
31	The same and property dam so laboration from the following	Yes
1	documents, and discrepancy/doubtful circumstances, if	
	any revealed on such scrutiny .	
1	a. Document is relation to electricity connection.	
1	b. Document is relation to water connection	
1	c. Document in relation to Sales Tax Registration, if	: »
1	any applicable.	8
	d. Other utility bills, if any.	
38	In respect of the boundaries of the property whether	No
	there is a difference/discrepancy in any of the title	No.
	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.	
39	If the valuation report and /or approved/sanctioned plans	Yes Verified
	are made available , please comment on the same	. Co Torrilod
	including the comments on the description and	
	boundaries of the property on the said document and that	
	in the title deeds	
	I produce the second of the se	
	(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)	
40.	Any bar/restriction for creation of mortgage under any	
,	local or special enactments, details of proper registration	No
	of documents, payment of proper stamp duty etc.,	
11	Whether the Bank will be able to enforce SARFESI Act, if	Yes
- 1	THIS ARE DOWN WILL DE ADIE TO ENTOICE OVIVI FOLYTI	169



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	required against the property offered as security	T
42.	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.	Original Title Deeds are Verified.
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
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No
46.	The Specific persons who are required to create mortgage/to deposit documents creating mortgage.	(3.5)
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

DATE

28.04.2017

PLACE: Bangalore

ANNEXURE-C

CERTIFICATE OF TITLE :

I have examined the Original title deeds intended to be deposited relating to the schedule property(ies) and offered as security by way of Registered Equitable/English Mortgage 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/English Mortgage is created, it will satisfy the requirements of creation of Registered Equitable/English Mortgage and I further certify that:

1. I have examined the documents in detail taken into account all the guidelines in check list vide annexure B and the other relevant factors.

2. 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), Revenue records, Municipal/Panchayath Office, Land Acquisition Office, Registrars 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.

3. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, Certified copies of such title deeds obtained form the concerned registrar office and encumbrance certificate(EC), I hereby certify the genuineness of the Title Deeds. Suspicious / doubt. If any, been clarified by making necessary enquiries.

4. There are no prior Mortgages / Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period 01.04.1952 to 20.04.2017

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the immovable property/ies covered by above said title deeds. The pertaining to property is free from all encumbrances.

5. In case of second/subsequent charge in favour of Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank.

6. Minor/s and his/ their interest in the property/ies is ..... NA.....

7. The mortgage if created will be available to the Bank for the liability of the intending borrowers ..NA.......

8. I Certify that A. PHILIP KUMAR has an ABSOLUTE, CLEAR, VALID &

MARKETABLE TITLE over the Schedule Property.

The Builder/Developer M/S KRITAN URBANE LIVING are competent to convey the proposed apartments constructed on schedule property in favour of Prospective Purchasers in the said event the Prospective Purchasers shall derive valid title.

I further certify that the above title deeds are genuine and a Valid

Mortgage can be created and the said mortgage would be enforceable.

9. In case of creation of mortgage by Deposit of Title Deeds, we certify that the deposit of the following Original title deeds/Documents would create a valid and enforceable mortgage.

1	Sale deed to be executed infavour of Applicant
2	Encumbrance Certificate

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

Schedule of the Property/ies:

SCHEDULE PROPERTY

All that Property available within the four boundaries detailed below and measuring 25 Guntas in Sy.No.276, situated at Hulimangala Village, Jigani Hobli, Anekal Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No. ALN:(A.J):SR.56/2011-12 and bounded by :

East: Property belonging to Poojappa; west: Remaining portion of Sy.No. 276

North: Remaining portion of Sv.No. 276 belonging to Narasappa;

South: District Board Road.

SEARCH REPORT

#### SUDHAMANI & ASSOCIATES ADVOCATES & LEGAL CONSULTANTS *E-mail - <u>Id</u>*

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I further Certify that the

 Gift Deed dated 20.10.2015 executed by R.PHILOMENA infavour of A.PHILIP KUMAR registered as Document No. ANK-1-03193/2015-16 stored in CD ANKD 395 in the office of the Sub Registrar, Anekal, Bangalore.

Rectification to Gift Deed dated 28.09.2016 executed by R.PHILOMENA infavour of A.PHILIP KUMAR registered as Document No. ANK-1-04316/2016-17 stored in CD ANKD 410 in the office of

the Sub Registrar, Anekal, Bangalore

is genuine as the particulars shown in the deeds tally

entries recorded in the said Office.

DATE: 28.04.2017

NOWWN-12

ಮ್ಯುಟೇಶನ್ ರಿಜಿಸ್ಟರ್ ಪ್ರತಿ

ಮ್ಯುಟೀಶನ್ ನಕಲು ಮುದ್ರಿಸಿದ ದಿನಾಂಕ: 08/12/2015

ಪುಟ ಸಂಖ್ಯೆ : 1

ನಿಯಮ 46

: Bangaire Urban

(41 ನೇ ಖಂಡಿಕೆ ನೋಡಿ)

ಮೂಲ

: ಸಬ್ ರಿಜಿಸ್ಟರ್ ನೊಂದಣೆ

ತಾಲ್ಲೂಕು : ಆನೇಕಲ್

ವಹಿವಾಟಿನ ವರ್ಷ

: 2003-2004

ಬದಲಾವಣೆ ರೀತಿ : ತಿಳುವಳಿಕೆ ಜೀಟಿ

ಹೋಬಳ : ಜಗಣೆ.

ಜಲ್ಲ

: ಹುಲಿಮಂಗಲ.

M.R. ಸಂಖ್ಯೆ : 37/2003-2004

.... ಅನುಮೋದಿಸಿದೆ....

ಸ್ವಾಧೀನತೆ ರೀತಿ 🐪 : ಕ್ರಯ

ನೋಂದಣಿ ಸಂಖ್ಯೆ : 427

ನೋಂದಣೆ ದಿನಾಂಕ : 26/02/2004

ಾಧಿತವಾದ ಸರ್ವೆ			(250)	(ವಿಸ್ತೀರ್ಣ ಎಕರ ಮತ್ತು ಗುಂಟಗಳಲ್ಲಿ)	
ತಿತ್ತು ಹೆಸ್ಸಾ ನಂ.	ಹಕ್ಕು ಬದಲಾವಣೆ ಮಾಡಿದವರು	ವಿಸ್ತೀರ್ಣ	ಹಕ್ಕು ಬದಲಾವಣೆ ಪಡೆದವರು	ವಿಸ್ತೀರ್ಣ	ತವಾಸಣೆ ಅಧಿಕಾರಿ ರುಜು/ಷರಾ
176/11	ಜಯಮ್ಮ ಕೋಂ ತಿಮ್ಮ ರೆಡ್ಡಿ				ರುಜು/ಷರಾ
0		0.25.00.00	ಆರ್.ಪಿಲೋಮಿನ ಕೋಂ ಆರ್ .ಅಂತೋಣಿರಾಜ್	0.25.00.00	

ಮುಖೇಶನ್ ಆದೇಶದ ವಿವರ : ರಿ.ನಂ. 427. ದಿ. 26/2/2004 ರಂತೆ ತಿರುಪಾಳ್ಯ ಗ್ರಾಮದ ಜಯಮ್ಮ ಕೋಂ ತಿಮ್ಮಾರೆಡ್ಡಿ ರವರಿಂದ ಆರ್.ಪಿಲಾಮಿನ ಕೋಂ ಆರ್. ಅಂತೋಣಿರಾಜ್ ಶಿಲಾಷ್ ನಗರ ಕೆ. ಇ.ಬಿ.ಹಿಂಬಾಗ, 4ನೇ ಕ್ರಾಸ್, 6ನೇ ವಾರ್ಡ್ ಆನೇಕಲ್ ರವರಿಗೆ ಕ್ರಯ. ಸ.ನಂ. 276 ರಲ್ಲಿ 0.25 ಗು. 3 () ಪರಾ- RTC ಯಂತೆ ತಾಳೆಯಿದೆ. ಫಾರಂ

್ರಿಕ್ಟ್ನು ಪ್ರಚುರಪಡಿಸಿದೆ. ತಂಟೆ ತಕರಾರು ಬಂದಿರುವುದಿಲ್ಲ. ಖಾತೆಯಾಗಲು ಚಿತ್ತ. ಗ್ರಾ.ಲೆ.ಹುಲಿಮಂಗಲ ವೃತ್ತ. ದೇಶ- ಗ್ರಾ.ಲೆ.ವರದಿಯಂತೆ ಹಕ್ಕುದಾಖಲೆ ಧೃಡೀಕರಿಸಿದೆ

ರಾ.ನಿ.ಜಿಗಣಿ ಹೋಬಳಿ.

ಮೊಕ್ಕಾಂ : ಅನೇಕಲ್ ಮ್ಯುಟೇಶನ್ ಆದೇಶದ ದಿನಾಂಕ : 25/05/2004



ರಾಜಸ್ವ ನಿರೀಕ್ಷಕರು ಹೋಬಳಿ ಚಿಗೆಣಿ.

ದೃಧೀಕೃತ ಪ್ರತಿ

( ರತೀದಿ ಸಂಖ್ಯೆ: 34 ದಿನಾಂಕ: 08/12/2015 ಮೊತ್ತ: 15.00)

ಗ್ರಾಮ ಲೆಕ್ಕಿಗೆರು

ಗಮನಿಸಿ: ಸ್ವಾಧೀನತೆ ಬದಲಾಗುವ ಎಲ್ಲಾ ವಹಿವಾಟಿಗಳಿಗೆ ನಕ್ಷ ಅತ್ಯವಶ್ಯಕ

ಗ್ರಾಮ ಅಕ್ಟಾವಿಕಾರ प्रकार इंस्ट्रिं ತಾರ್ದಾತ್ರ ಕಣ್ಣಂ ex: 60

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