

G RAMESH BABU

M.Com., PGDT., LL.B.,

G VAMSHI KRISHNA

B. Tech., PGDM., LL.B.,

ADVOCATES

Office: 5-4-778/1, Abids

Hyderabad - 500 001

Phone No.24613543

Residence: 8-3-833/59, Phase I,

Kamalapuri Colony,

Hyderabad - 500 073

Phone :23547798/Fax:23551990

Cell: 09391008698 / 09704055589

OPINION ON TITLE TO THE PROPERTY

I. TITLE HOLDER PARTICULARS:

Sl. No.	Particulars	Remarks
1.	Name & address of the Borrower	Sri. Ganji Ashok S/o. Sri. Ganji Hanumanth
2.	Name & address of the Title Holder	Smt. G. Asha Latha Ms. Gurujala Ananya through their DAGPA holder M/s. Abinanda Infra
3.	Constitution of the Titleholder (select-Individual /Soleproprietor/ Partnership Firm/LLP/Trust/ Society/ Limited Company/ HUF) Furnish further details	Individual

II. PROPERTY PARTICULARS:

a.	Nature of the property (Agri land/ Non-Agri land/ residential house / flat /commercial/ industrial/office- space /others (specify)	Residential Flat
b.	Survey/Gat/Khasra/Khata/Khewat/ Patta No.	92
c.	Plot/Door/Shop/Bungalow/Flat No.	Flat No. G-2 on Plot Nos. J 40, J41 & J 42.
d.	Land Extent	600 Sq. yards
e.	UDS land extent	29 Sq. yards
f.	Carpet area/ Built up area	1330 sq.ft. including common areas
g.	Floor No.	Ground Floor
h.	Stage/ Sector/ Ward/ Block No.	----
i.	Building/Society Name	Abinandana Vivantis
j.	Street Name/No.	---
k.	Village/Town	Makta Kousar Ali Village H/o Manikonda Jagir Village and Gram Panchayat
l.	Taluka/Tehsil	Gandipet Mandal

m.	District	Ranga Reddy District
n.	State/UT	Telangana
o.	Pin Code	
p.	Boundaries	North : Open to Sky South : Open to Sky East : Open to Sky West : Corridor
q.	Whether the subject property is enforceable under SARFAESI Act?	Yes
r.	Whether the property has clear access as per the documents perused?	Yes
sr.	Whether permission for conversion of lands from agriculture to residence/commercial/ industrial use is obtained from competent authorities? (Copy to be listed)	NA
s.	Whether the property offered is clearly demarcated and whether such demarcation/ partition is legally valid?	Demarcated
t.	Whether the property is situated in DTCP/ LPA approved layout/ other competent authority as applicable to the concerned State? (details to be furnished)	NA
u.	If the property is a Building, whether it is constructed in an approved lay out with property building plan permit/approval?	NA
v.	If it is a Flat, mention the undivided share in the property?	29 Sq. yards
w.	Whether the Building has been assessed to Tax?	NA
x.	In whose name the receipts are issued?	NA
y.	Particulars of Patta/Khatha/ Pahani Patrika/ Pattadar Passbook/ Property Tax receipts or equivalent document studied	NA
z.	Who is in possession of the property? Since when?	Smt. G. Asha Latha & another

III. **Nature of Ownership/title:**

a	Free Hold or Lease Hold	Freehold
	If Lease Hold,	NA

G. Ramesh Babu

i)	Whether the lease deed is registered?	NA
ii)	Confirm the date of lease deed and the unexpired portion of the lease?	NA
iii)	Whether lease deed contains enabling provision to the lessee to mortgage/sell the property?	NA
iv)	Whether lease rentals paid up-to-date?	NA
v)	Whether mortgage is to be created by both lessor and lessee jointly?	NA
b	Whether prior permission/NOC is required to be obtained from the Lessor or competent authority?	NA
c	Whether there are any prejudicial/onerous clauses in lease deed, which may affect the interest of the Bank as mortgagee?	NA
d	If free hold, whether the right is absolute or conditional?	NA
e	If acquired through partition, whether original partition deed or simultaneously registered copy of the deed is available	NA
f	Whether legal flow of title is verified with necessary supportive documents/certificates? (in the case of deceased titleholder)	NA

III-A. **IF PROPERTY IS A FLAT:**

i)	Whether Joint Venture/Builder's/ Construction agreement is registered?	Yes
ii)	Whether registration of Joint Venture/ Builder's/ Construction agreement is compulsory?	Yes
	Whether the Joint Venture/ Builder's/ Construction agreement verified?	Yes
iii)	Whether delivery /possession letter/ occupancy certificate issued?	No

G. Ramesh Babu

iv)	If property belongs to a Society, whether No Due Certificate and No Objection Certificate for mortgaging the property by the member/ title holder is obtained?	NA
v)	Whether share certificate is issued?	NA
vi)	Whether Certificate under RERA Act applicable? (If yes, advocate should peruse the certificate, copy should be included in the list of title documents).	NA
vii)	Whether Building completion certificate obtained from competent authority?	NA

IV. OTHER PARTICULARS

A.1	Period covered by EC/Search Report	15/10/83 to 18/04/19 – Land 01/10/07 to 03/05/19 - Flat
2	Encumbrances, if any?	No
3	Whether any additional documents are required to complete the report?	Nil
4	Nature of Charge to be created. a. Simple Mortgage b. Equitable Mortgage	Equitable Mortgage
5	Whether Equitable mortgage is required to be compulsorily registered with SRO or informed to the government/ revenue authorities / local bodies / Society/Builder?	No
6	Whether any stamp duty is payable on the confirmation of deposit of title deeds?	0.5% of the amount secured by such deed, subject to a maximum of fifty thousand rupees.
7	Whether required original title deeds are furnished? If not, inform the reason for the same.	Yes
8	Whether the Bank is likely to face any problem while enforcing the security?	No
9	Any other suggestion to protect the interest of the bank while accepting the property covered under this opinion as security?	Nil
B.	Minor's Interest:	
1	Minor's Interest-whether present, if yes, to what extent? (not applicable to HUF property)	NA

2	Whether permission obtained from competent Court for mortgaging the property involving minor's interest? (not applicable to HUF property)	NA
3	Whether minor is directly or indirectly benefited by the proposed loan or mortgage? (not applicable to HUF property)	NA
C. Seller/Buyer/Mortgagor is represented by Power Agent:		
1	If the mortgagor is represented by a Power of Attorney holder whether the Deed of Power of Attorney has got specific power empowering the power agent to create charge and also to confirm the mortgage in writing and to do all other works that are required to complete the charge creation and to register the same?	NA
2	Whether POA is registered and adequately stamped?	NA
3	Whether the POA is a special or general one?	NA
4	Whether the Power deed empowers the power agent to furnish guarantee on behalf of the principal?	NA
5	Whether the Power deed is still in force?	NA
D.	Nature of title of the intended seller over the property (whether full ownership rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	NA
E. If property is Govt. grant/allotment/Lease-cum-Sale Agreement, whether:		
1	Grant/Allotment/Agreement etc. provides for alienable rights to sale / mortgage with or without conditions,	NA
2	The seller is competent to sell such property,	NA
3	Whether any permission from Govt. or any other authority is required for sale/ mortgage and if so whether such valid permission is available.	NA
4	If occupancy right, whether; (a) Such right is heritable and transferable, (b) sale can be made.	NA

F.	If the property has been transferred by way of Gift/Settlement Deed, whether:	
1	The Gift/Settlement Deed is duly stamped and registered;	NA
2	The Gift/Settlement Deed transfers the property to Donee;	NA
3	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	NA
4	Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NA
5	Whether the Donee is in possession of the gifted property;	NA
6	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 sale;	NA
7	Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	NA
G.	If the title is acquired through Partition deed/Family Settlement Deed, whether:	
1	Original is available for deposit. If not state whether it is simultaneously registered copy / certified copy	NA
2	If acquired through a partition deed by means of a Court decree, whether the same is registered with Sub-Registrar of Assurances or not?	NA
3	Whether any of the documents in question are executed in counterparts or in more than one set?	NA
H.	Whether the title documents include any testamentary documents /Will?	
1	Whether the property is mutated on the basis of Will?	NA
2	In case of wills, whether the will is registered will or unregistered will?	NA
3	Whether will in the matter needs a mandatory probate and if so whether probated by a competent court?	NA
4	Whether will has been attested by two witnesses along with scribe?	NA

G. Ramesh Babu

5	Whether the original Will is available?	NA
6	Whether the original death certificate of the testator is available?	NA
7	Confirm if any restrictive clause is available in the Will for mortgage/sale/ lease of the property.	NA
8	What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator?	NA
	(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.)	NA
I.	Whether the property is subject to any WAKF rights?	
1	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NA
2	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA
J.	If the property belongs to HUF/joint family Property: (HUF property can be taken as security only if the said HUF itself is a borrower)	
1	Letter from all the Coparceners confirming that the Sale/mortgage/ Lease is being made only for the family benefit/legal necessity of HUF.	NA
2	Whether the Major Coparceners have no objection/join in execution	NA
3	Minor's share if any	NA
4	Rights of female members etc	NA
5	Please also comment on any other aspect which may adversely affect the validity of sale/mortgage in such cases?	NA
K.	If the property belongs to a Partnership Firm:	
1	Whether the property belongs to the firm and the deed is properly registered.	NA

G. Ramesh Babu

2	Whether the property offered as security belongs to the firm through any registered deed or it has been brought into the books of the firm?	NA
3	Whether the partners have authority to sell/mortgage/lease the property for and on behalf of the firm?	NA
4	Whether the partnership deed provides a specific clause to offer its property as security?	NA
5	Whether there is necessary provision in the deed for pledge/hypothecate the assets of the firm.	NA
6	Whether the property can be offered as security for any loan required by its sister concerns/any third party?	NA
7	Whether the deed permits the partners to extend guarantee to any third party on behalf of the firm.	NA
L.	If the property belongs to LLP:	
1	LLP Identification Number & Date of incorporation	NA
2	Who are all the designated partners	NA
3	Whether the property offered as security belongs to the firm through any deed of conveyance or it has been brought into the books of the firm?	NA
4	Whether the partners have authority to sell/mortgage/lease the property for and on behalf of the firm?	NA
5	Whether the partnership deed provides a specific clause to offer its property as security?	NA
6	Whether there is necessary provision in the deed for pledge/hypothecate the assets of the firm.	NA
7	Whether the property can be offered as security for any loan required by its sister concerns/any third party?	NA
8	Whether the deed permits the partners to extend guarantee to any third party on behalf of the firm.	NA
M.	If the property belongs to a Company:	
1	Company Identification Number & Date of incorporation	NA

G. Ramesh Babu

2	Whether the company has passed necessary Board Resolution for borrowings with our Bank? Who are the persons authorized to create the charge as per the Resolution?	NA
3	Whether Search report from the Registrar of Companies reveals any prior charges created over the Fixed and Floating Assets of the Company?	NA
4	Whether the company has passed necessary resolutions for borrowings with our Bank?	NA
5	If the title holder company is not the borrower but mortgaging its property for the loan given to third party, whether the Memorandum /Articles of Association of the company contain specific clause to guarantee the borrowings of another Company/firm?	NA
N. If the property belongs to any Trust/ Society/Association/Club:		
1.	Whether the trust is a private or public trust and whether trust deed specifically authorizes to sell/mortgage the property of the trust?	NA
	If it is registered trust, confirm under which Act the said trust is registered. (Proof should be obtained and included in the list of documents)	NA
2.	Whether necessary Resolution passed to create the charge and who are the persons authorized to create the charge?	NA
3.	If the Trust property is to be taken as security by way of guarantee, whether, the Trust Deed contains a provision for offering its property by way of guarantee?	NA
4.	Requirements, if any for Sale/Mortgage as per the Central/State laws applicable	NA

V. Documents studied: (Advocate must peruse the original documents of title except in case of take over of advance or when the originals are not available) (Documents should be listed in chronological order) (Present title deed document should not be in laminated form).

G. Ramesh Babu

Sl. No	Date of Doc.	Doc. No.	Description of Doc.	Original / Copy	Parties to Document	
					From	To
1	22/09/99	6378/99	AGPA	Xerox	Sri Mula Narayana & others	M/s. Janma Bhoomi Homes (P) Ltd.
2	22/09/99	6379/99	AGPA	Xerox	Sri Mula Raghupathi & others	M/s. Janma Bhoomi Homes (P) Ltd.
3	22/09/99	8625/99	AGPA	Certified Xerox	Sri Mula Mallaiah & others	M/s. Janma Bhoomi Homes (P) Ltd.
4	26/09/02	8117/02	Sale Deed	Xerox	Sri Mula Mallaiah & others through their AGPA holder	Smt. Sabbineni Radhika
5	27/11/02	11068/02	Sale Deed	Xerox	Sri Mula Mallaiah & others through their AGPA holder	Sri CH.V.S. Tilak
6	27/11/02	11070/02	Sale Deed	Xerox	Sri Mula Mallaiah & others through their AGPA holder	Sri Manukonda Nageswara Rao
7	06/05/04	4997/04	Sale Deed	Xerox	Sri CH.V.S. Tilak	Smt. M. Radha Rani
8	02/06/04	6142/04	AGPA	Xerox	Smt. Sabbineni Radhika	Sri KNS Padmaji Rao
9	10/12/04	12493/04	AGPA	Xerox	Smt. M. Radha Rani	Sri KNS Padmaji Rao
10	18/08/05	11999/05	Sale Deed	Xerox	Smt. Sabbineni Radhika through her AGPA holder	Sri Paruchuri Lakshmi Tuliasamma
11	18/08/05	12000/05	Sale Deed	Xerox	Smt. M. Radha Rani through her AGPA holder	Smt. G. Asha Latha
12	19/10/05	15723/05	Sale Deed	Xerox	Sri Manukonda Nageswara Rao	Smt. G. Asha Latha

C. Lakshmi

13	30/11/11	No.4423/ LPS/ HMDA/ Plg. 2008	Order	Xerox	HMDA	Smt. G. Asha Latha
14	16/03/12	No.4420/ LPS/ HMDA/ Plg. 2008	Order	Xerox	HMDA	Smt. G. Asha Latha
15	01/02/10	No.4418/ LPS/ HMDA/ Plg. 2008	Order	Xerox	HMDA	Smt. Paruchuri Lakshmi Tulasamma
16	19/10/18	GPB/125 7/2018	Construction permission	Xerox	Gram Panchayat Manikonda Jagir	Smt. G. Asha Latha
17	19/11/18	8074/18	Sale deed	Xerox	Smt. Paruchuri Lakshmi Tulasamma	Sri Gurujala Ananya
18	30/11/18	8336/18	DAGPA	Xerox	Smt. G. Asha Latha & Another	M/s.Abinanda na Infra
19	01/03/19	---	Agreement of Sale	Original	Smt. G. Asha Latha & Another through their DAGPA holder	Sri Ganji Ashok
20	20/04/19	38653886 38642749	E.C. for land	Originals	15/10/83 01/10/07	30/09/07 18/04/19
21	06/05/19	38969221	EC for flat	Original	01/10/07	03/05/19

Reasons as to why the original parent documents were not produced/not insisted upon?	The original parent documents contain larger extent of land.
Whether by accepting the copies of documents in the place of original documents at the time of creation of charge will affect the position of the Bank? If so, do you suggest anything to protect the interest of the Bank?	No
Whether any laminated parent title deed document/revenue record is perused. (full description of such doc. should be furnished)	No

VI. List of Documents, which should necessarily be deposited in original for charge creation along with related original parent title deeds of the same extent:

Sl. No	Date of Doc.	Doc. No.	Description of Doc.	Parties to Document	
				From	To

G. Ramesh Babu

1	---	---	Proposed Sale Deed	Smt. G. Asha Latha & Another through their DAGPA holder	Sri Ganji Ashok
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VII. List of Documents of which copies may be accepted:

Sl. No	Date of Doc.	Doc. No.	Description of Doc.	Parties to Document	
				From	To
1	22/09/99	6378/99	AGPA	Sri Mula Narayana & others	M/s. Janma Bhoomi Homes (P) Ltd.
2	22/09/99	6379/99	AGPA	Sri Mula Raghupathi & others	M/s. Janma Bhoomi Homes (P) Ltd.
3	22/09/99	8625/99	AGPA	Sri Mula Mallaiah & others	M/s. Janma Bhoomi Homes (P) Ltd.
4	26/09/02	8117/02	Sale Deed	Sri Mula Mallaiah & others through their AGPA holder	Smt. Sabbineni Radhika
5	27/11/02	11068/ 02	Sale Deed	Sri Mula Mallaiah & others through their AGPA holder	Sri CH.V.S. Tilak
6	27/11/02	11070/ 02	Sale Deed	Sri Mula Mallaiah & others through their AGPA holder	Sri Manukonda Nageswara Rao
7	06/05/04	4997/04	Sale Deed	Sri CH.V.S. Tilak	Smt. M. Radha Rani
8	02/06/04	6142/04	AGPA	Smt. Sabbineni Radhika	Sri KNS Padmaji Rao
9	10/12/04	12493/ 04	AGPA	Smt. M. Radha Rani	Sri KNS Padmaji Rao
10	18/08/05	11999/05	Sale Deed	Smt. Sabbineni Radhika through her AGPA holder	Sri Paruchuri Lakshmi Tulasamma
11	18/08/05	12000/ 05	Sale Deed	Smt. M. Radha Rani through her AGPA holder	Smt. G. Asha Latha
12	19/10/05	15723/ 05	Sale Deed	Sri Manukonda Nageswara Rao	Smt. G. Asha Latha

13	30/11/11	No.4423/LP S/ HMDA/ Plg. 2008	Regulari sation	HMDA	Smt. G. Asha Latha
14	16/03/12	No.4420/LP S/ HMDA/ Plg. 2008	Regulari sation	HMDA	Smt. G. Asha Latha
15	01/02/10	No.4418/LP S/ HMDA/ Plg. 2008	Regulari sation	HMDA	Smt. Paruchuri Lakshmi Tulasamma
16	19/10/18	GPB/1257/ 2018	Construction permission	Gram Panchayat Manikonda Jagir	Smt. G. Asha Latha
17	19/11/18	8074/18	Sale deed	Smt. Paruchuri Lakshmi Tulasamma	Sri Gurujala Ananya
18	30/11/18	8336/18	DAGPA	Smt. G. Asha Latha & Another	M/s.Abinand ana Infra

VIII. Tracing of Title: (Title must be traced in chronological order, starting from the earliest documents available. All the documents mentioned must be discussed in detail without fail. No document should be left out. If there is a break in the flow of title, reasons must be given for the same).

It is seen from the document referred to at serial No. 1 above that Sri Mula Narayana, Sri Mula Murali, Sri Mula Chandu and Sri Mula Hari are the absolute owners and possessors of land in Survey No. 92 admeasuring Ac.0-14 gts situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy and jointly agreed to sell the same and executed an Agreement of Sale cum GPA in favour of M/s. Janmabhoomi Homes (P) Ltd. by receiving the consideration. It is seen from the said document that the land owners constituted the developer as their power of attorney holder conferring on him several powers including power of sale.

It is seen from the document referred to at serial No. 2 above that Sri Mula Raghupathi, Sri Sudhakar, Sri Mula Ramesh, Sri Mula Suresh, Sri Mula Anji Babu and Sri Mula Kasi are the absolute owners and possessors of land in Survey No. 92 admeasuring Ac.0-15 gts situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy and jointly agreed to sell the same and executed an Agreement of Sale cum GPA in favour of M/s. Janmabhoomi Homes (P) Ltd. by receiving the consideration. It is seen from the said document that the land owners constituted the developer as their power of attorney holder conferring on him several powers including power of sale.

It is seen from the document referred to at serial No. 3 above that Sri Mula Mallaiah, Sri Mula Amar, Sri Mula Anand, Sri Mula Krishna are the absolute owners and possessors of land in Survey No. 92 admeasuring Ac.0-15 gts situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy and jointly agreed to sell the same and executed an Agreement of Sale cum GPA in favour of M/s. Janmabhoomi Homes (P) Ltd. by receiving the consideration. It is seen from the said document that the land owners

constituted the developer as their power of attorney holder conferring on him several powers including power of sale.

It is seen from the sale deed referred to at serial No. 4 above that Sri Mula Mallaiah, Sri Mula Amar, Sri Mula Anand and Sri Mula Krishna through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, Sri Mula Rathupathi, Sri Mula Sudhakar, Sri Mula Ramesh, Sri Mula Suresh, Sri Mula Anjani Babu and Sri Mula Kasi through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6379/99) and Sri Mula Narayana, Sri Mula Murali, Sri Mula Chandu and Sri Mula Hari through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6378/99) jointly divided the above said land into house site plots and sold away the Plot No. J-42 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Smt. Sabbineni Radhika for valid consideration.

It is seen from the sale deed referred to at serial No. 5 above that Sri Mula Mallaiah, Sri Mula Amar, Sri Mula Anand and Sri Mula Krishna through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, Sri Mula Rathupathi, Sri Mula Sudhakar, Sri Mula Ramesh, Sri Mula Suresh, Sri Mula Anjani Babu and Sri Mula Kasi through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6379/99) and Sri Mula Narayana, Sri Mula Murali, Sri Mula Chandu and Sri Mula Hari through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6378/99) jointly sold away the Plot No. J-40 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Sri CH.V.S. Tilak for valid consideration.

It is seen from the sale deed referred to at serial No. 6 above that Sri Mula Mallaiah, Sri Mula Amar, Sri Mula Anand and Sri Mula Krishna through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, Sri Mula Rathupathi, Sri Mula Sudhakar, Sri Mula Ramesh, Sri Mula Suresh, Sri Mula Anjani Babu and Sri Mula Kasi through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6379/99) and Sri Mula Narayana, Sri Mula Murali, Sri Mula Chandu and Sri Mula Hari through their AGPA Holder M/s. Janmabhoomi Homes (P) Ltd, (AGPA No. 6378/99) jointly sold away the Plot No. J-41 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Sri Manukonda Nageswara Rao for valid consideration.

It is seen from the sale deed referred to at serial No. 7 above that Sri CH.V.S. Tilak sold away the Plot No. J-40 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Smt. M. Radha Rani for valid consideration.

It is seen from the sale deed referred to at serial No.8 above that Smt. Sabbineni Radhika sold away the Plot No. J-42 admeasuring 200 sq.

yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Sri KNS Padmaji Rao for valid consideration.

It is seen from the document referred to at serial No.9 above that Smt. M. Radha Rani agreed to sell the Plot No. J-40 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District and executed an Agreement of Sale cum GPA in favour of Sri KNS Padmaji Rao by receiving the entire sale consideration and delivered the possession. It is seen from the said document that the land owner constituted the purchaser as her power of attorney holder conferring on him several powers including power of sale.

It is seen from the sale deed referred to at serial No.10 above that Smt. Sabbineni Radhika through her AGPA holder Sri KNS Padmaji sold away the Plot No. J-42 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District Smt. Paruchuri Lakshmi Tulasamma for valid consideration.

It is seen from the sale deed referred to at serial No.11 above that Smt. M. Radha Rani through her AGPA holder Sri KNS Padmaji Rao sold away the Plot No. J-40 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Smt. G. Asha Latha for valid consideration.

It is seen from the sale deed referred to at serial No.12 above that Sri Manukonda Nageswara Rao sold away the Plot No. J-41 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Smt. G. Asha Latha for valid consideration.

The HMDA regularized the Plot No. J-40 in Survey No. 92 by collecting necessary charges and penalties from Smt. G.Asha Latha as per the policy of the Government vide document referred to at serial No. 13 above.

The HMDA regularized the Plot No. J-41 in Survey No. 92 by collecting necessary charges and penalties from Smt. G.Asha Latha as per the policy of the Government vide document referred to at serial No. 14 above.

The HMDA regularized the Plot No. J-42 in Survey No. 92 by collecting necessary charges and penalties from Smt. Paruchuri Lakshmi Tulasamma as per the policy of the Government vide document referred to at serial No. 15 above.

The document referred to at serial No. 16 above is the construction permission issued by Gram Panchayat, Manikonda Jagir for construction of ground, first, second and third floors on Plot Nos. J-40, J-41 and J-42 admeasuring 600 sq. yds. Belonging to Smt. G. Asha Latha

G. Ramesh Babu

It is seen from the sale deed referred to at serial No.17 above that Smt. Paruchuri Lakshmi Tulasamma sold away the Plot No. J-42 admeasuring 200 sq. yds in Sai Lakshmi Residency in Survey No. 92 situated at Makta Kousar Ali Village, Rajendranagar Mandal, Ranga Reddy District in favour of Ms. Gurujala Ananya for valid consideration.

It is seen from the document referred to at serial No. 18 above that Smt. G. Asha Latha and Ms. Gurujala Ananya jointly entered into Development Agreement cum GPA for construction of multi storied residential apartment on Plot Nos. J-40, J-41 and J-42 in Survey No. 92 situated at Makta Kousar Ali Village H/o Manikonda Jagir Village and G.P., Gandipet Mandal, Ranga Reddy District as per the terms enumerated therein. It is also seen from the said document the land owner constituted the developer as their power of attorney holder conferring on him several powers including power of sale in respect of its 50% share.

Thereafter, Smt. G. Asha Latha and Ms. Gurujala Ananya through their DAGPA holder M/s. Abinandana Infra agreed to sell the Flat No. G-2 in ground Floor admeasuring 1330 sq. ft. known as Abinandana Vivantis including common areas and one car parking with an undivided share of land admeasuring 29 sq. yds out of 600 sq. yds on Plot Nos. J-40, J-41 and J-42 in Survey No. 92 situated at Makta Kousar Ali Village H/o Manikonda Jagir Village and G.P., Gandipet Mandal, Ranga Reddy District and executed an Agreement of Sale vide document referred to serial No.19 above in favour of Sri Ganji Ashok S/o Sri. Ganji Hanumanth as per the terms enumerated therein.

The Certificate of Encumbrance on property referred to at serial Nos. 20 and 21 above discloses that the subject property is free from all encumbrances.

On the basis of the above said documents I am of the opinion that Smt. G. Asha Latha and Ms. Gurujala Ananya through their DAGPA holder M/s. Abinanda Infra holds marketable title of ownership in respect of the property and he can alienate the same in favour of prospective purchasers including Sri Ganji Ashok S/o Sri. Ganji Hanumanth.

After the execution and registration of sale deed in favour of Sri Ganji Ashok S/o Sri. Ganji Hanumanth he can create equitable mortgage by way of deposit of original title deeds in favour of the Bank as a security for the loan availed/to be availed by him.

IX. Application of:

(Here our Advocate must certify whether the said Act/s will affect our security at any time and that too at the time of enforcement of the security)

a.	Tenancy Laws (Both Agricultural & City Tenants)	NA
b.	Any State & Central enactments	NA

c	Whether the property is affected by any local laws or other regulations having a bearing (viz weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, Temple Lands, etc.)	NA
d.	Any permission or any concurrence is required to be obtained from any authority	NA
e.	Whether the property is subject to any pending or proposed land acquisition proceedings?	NA
f.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NA
g.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
h.	If so, whether such litigation would adversely affect the validity of sale or have any implication in future?	NA
i.	Whether the title documents have any court seal/ marking which points out any litigation/ Attachment /security to court in respect of the property in question? In such case please comment on such seal/ marking.	No
X.	Who is empowered to create the mortgage charge over the property?	
a)	In case of individual who is the competent person to create the charge?	<u>Proposed Purchaser:</u> Sri Ganji Ashok S/o Sri. Ganji Hanumanth
b)	In case of Co-ownership who is authorized to create the Charge?	NA
c)	In case of Joint Ownership who are the persons entitled to create the charge?	NA
d)	In the case of Company who is empowered to create the charge?	NA
e)	In the case of property in the name Partnership firm/LLP who is empowered to create the charge?	NA
i)	In the case of property in the name Trust /Society / Association /Club who is empowered to create the charge?	NA
XII.	If the boundaries are not properly furnished in the documents of title, what are the precautions to be taken while creating the charge?	NA

G. Ramesh Babu

XIII	Whether all the title deeds, other documents of title and evidences have been placed before you for your perusal or not and are you satisfied with the title to the property	Yes
XIV	Whether any permission is to be obtained by the mortgagor from any competent authority (both State & Central) or from any other authority before creating the mortgage	No
XV	a) Whether the mutation process has been completed	Yes
	b) If not completed, whether the mortgage can be created and whether non-completion of the mutation process will affect the security	NA
	c) Whether original Patta/Khatha /Pattadar Passbook/ 7/12 register extract or any other revenue record evidencing ownership in the name of the present titleholder is perused or not.	NA

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be submitted relating to the schedule property/(ies) and offered for sale and that the documents of title referred to in my opinion are valid evidence of Right, title and Interest and that if the sale / mortgage is made, it will satisfy the requirements of sale and I further certify that:

1. 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 sale.

2. 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.

3. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 15/10/83 to 18/04/19 (for land) 01/10/07 to 03/05/19 (for flat) pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

4. Minor/(s) and his/ their interest in the property/(ies) is to the extent of - Nil.

(Specify the share of the Minor with Name). (Strike out if not applicable).

5. I certify that that the title deeds and other documents of title and evidences have been verified by me and I/we hereby certify that Smt. G. Asha Latha and Ms. Gurujala Ananya through their DAGPA holder M/s. Abinanda Infra have got a valid and marketable title to the property covered in this opinion including prospective purchaser that Sri Ganji Ashok S/o Sri. Ganji Hanumanth and the bank can accept the same as security and it is enforceable through Court of Law if the charge is properly created and the bank will not face any problem under any circumstances.

6. In case of Sale we certify that the following title deeds/ documents would provide proper title:

Proposed sale deed to be executed by Smt. G. Asha Latha and Ms. Gurujala Ananya through their DAGPA holder M/s. Abinanda Infra in favour of Sri Ganji Ashok S/o Sri. Ganji Hanumanth.

7. There are no legal impediments under any applicable Law/ Rules in force.

Place: Hyderabad
Date : 21/05/2019

G. Ramesh Babu
SIGNATURE OF ADVOCATE

CERTIFICATE ON THE DOCUMENTS SCRUTINISED

I have visited the office of the Sub-Registrar at Serilingampally on 25/04/19 (date) to verify that the original title deeds (s) related to the property/ies as detailed hereunder is in conformity with the records of the Sub-Registrar Officer (SRO):

Serial No	Document Date & No	Nature of Document	Name of the parties	
1	30/11/18 & 8336/18	DAGPA	Smt. G Asha Latha & another	M/s Abinandana Infra

Further I/We have checked/verified

1. The Stamp Papers used in the above mentioned documents and confirm that
 - a) The value of the stamps used is as per the provisions of the stamp act.
 - b) The stamp paper bears Numbers/ Water Mark / Stamp Vendors Name and Serial Numbers.
2. The transaction under the each of the above documents as being recorded in the register of Sub-Registrar's Office (SRO) under respective volumes and pages and found the same is tallied.

In view of the above, I confirm that the above said document/s are properly executed and registered with Sub-Registrar's Office.

G. Ramesh Babu

Receipt of the payment of fee to access the volumes in the SRO at Serilingampally, Receipt No.1407 dated 25/04/19 is enclosed herewith for your records.

Place: Hyderabad
Date : 21/05/2019

G. Ramesh Babu
ADVOCATE

SUPPLEMENTARY OPINION

1.	Name & Address of the Title Holder	Smt. G. Asha Latha and Ms. Gurujala Ananya through their DAGPA holder M/s. Abinanda Infra Purchaser: Sri Ganji Ashok S/o Sri. Ganji Hanumanth
2.	Details of property	All that the Flat No. G-2 in ground Floor admeasuring 1330 sq.ft. known as Abinandana Vivantis including common areas and one car parking with an undivided share of land admeasuring 29 sq. yds out of 600 sq. yds on Plot Nos J-40, J-41 and J-42 in Survey No. 92 situated at Makta Kousar Ali Village H/o Manikonda Jagir Village and G.P., Gandipet Mandal, Ranga Reddy District.

I have verified the EC from 15/10/83 to 18/04/19 (for land) 01/10/07 to 03/05/19 (for flat) on the subject property and confirm that there is no registered encumbrance over subject property.

Place: Hyderabad
Date : 21/05/2019.

G. Ramesh Babu
SIGNATURE OF ADVOCATE.

G. RAMESH BABU
M. Com., PGDT., LL.B.
G. VAMSHI KRISHNA
B. Tech., MBA, LL.M
ADVOCATES
5-4-778/1, Abids, Hyderabad-500 001.