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OPINION ON TITLE TO THE PROPERTY

I. TITLE HOLDER PARTICULARS:

Sl. No.	Particulars	Remarks
1.	Name & address of the Borrower	Smt. P Kousalya w/o Sri. P Krishna
2.	Name & address of the Title Holder	As above
3.	Constitution of the Titleholder (select-Individual / Sole proprietor / 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 Property
b.	Survey / Gat / Khasra / Khata / Khewat / Patta No.	59 and 29
c.	Plot / Door / Shop / Bungalow / Flat No.	House bearing No. 16-11-741/D/193/2 on Plot No. 2
d.	Land Extent	248 Sq. yards
e.	UDS land extent	---
f.	Carpet area / Built up area	---
g.	Floor No.	---
h.	Stage / Sector / Ward / Block No.	Block No. 11 Ward No. 16
i.	Building / Society Name	----
j.	Street Name / No.	---
k.	Village / Town	Moosarambagh Village,
l.	Taluka / Tehsil	Charminar Taluk,
m.	District	Hyderabad District
n.	State / UT	Telangana
o.	Pin Code	

p.	Boundaries	North :60' wide road South : Neighbour's House East : H No. 16-11-741/D/193/3 West : 16-11-741/D/193/1
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 layout with property building plan permit/approval?	NA
v.	If it is a Flat, mention the undivided share in the property?	NA
w.	Whether the Building has been assessed to Tax?	Yes
x.	In whose name the receipts are issued?	Smt. P Kausalia
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. P Kousalya

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

a	Free Hold or Lease Hold	Freehold
	If Lease Hold,	NA
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?	NA
ii)	Whether registration of Joint Venture/ Builder's/ Construction agreement is compulsory?	NA
	Whether the Joint Venture/ Builder's/ Construction agreement verified?	NA
iii)	Whether delivery /possession letter/ occupancy certificate issued?	NA
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	01/01/78 to 31/03/19
2	Encumbrances, if any?	Nil
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

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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
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
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

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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
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

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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).

Sl. No	Date of Doc.	Doc. No.	Nature of Doc.	Original / Copy	Parties to Document	
					From	To
1	29/07/85	2192/85	Sale Deed	Xerox Original Verified	Dr. M Narayan Rao through his GPA Holder	Smt. P Kousalya
2	09/03/04	File No. 1837/TP /R1/MC H/97	Regularization	Xerox	MCH	Smt. P Kousalya
3	30/04/18	58144	Online tax receipt	Xerox	GHMC	Smt. P Kausalia
4	01/04/19	38297123	EC	Xerox	01/01/78	31/03/19

Reasons as to why the original parent documents were not produced /not insisted upon?	NA
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.	Nature of Doc.	Parties to Document	
				From	To
1	29/07/85	2192/85	Sale Deed	Dr. M Narayan Rao through his GPA Holder	Smt. P Kousalya

VII. List of Documents of which copies may be accepted:

Sl. No	Date of Doc.	Doc. No.	Nature of Doc.	Parties to Document	
				From	To
1	09/03/04	File No. 1837/TP/R1/M CH/97	Regularization	MCH	Smt. P Kousalya
2	30/04/18	58144	Online tax receipt	GHMC	Smt. P Kausalia

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 sale deed referred to at serial No.1 above that Dr. M Narayan Rao as an absolute owner and possessor of house bearing No. 16-11-741/D/193/2 on plot No. 2 admeasuring 248 sq. yards in survey Nos. 59 and 29 situated at Moosarambagh Village, Charminar Taluk, Hyderabad Urban District sold away the same in favour of Smt. P Kousalya for valid consideration.

The MCH regularized the above said house bearing No. 16-11-741/D/193/2 comprising of ground, first and second floors admeasuring 236 sq. yards belonging to Smt. P Kousalya by collecting necessary charges and penalties from her as per the policy of the Government vide document referred to at serial No. 2 above.

The online property tax paid receipt referred to at serial No. 3 above that Smt. P Kausalia paid property tax in respect of the above said property.

The Certificate of Encumbrance on property referred to at serial No. 4 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. P Kousalya W/o Sri P Krishna holds marketable title of ownership in respect of the property under question.

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?	NA
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?	

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	a)	In case of individual who is the competent person to create the charge?	Smt. P Kousalya W/o Sri P Krishna
	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
	f)	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
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	Tax receipt furnished
	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 01/01/78 to 31/03/19 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. P Kousalya W/o Sri P Krishna has got a valid and marketable title to the property covered in this opinion 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:

a. Sale Deed No. 2192/85

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

Place: Hyderabad
Date : 04/04/2019

G. Ramesh Babu
SIGNATURE OF ADVOCATE

CERTIFICATE ON THE DOCUMENTS SCRUTINISED

I have visited the office of the Sub-Registrar at **Azampura** on **04/04/19** (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):

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Serial No	Document Date & No	Nature of Document	Name of the parties	
1	29/07/85 2192/85	Sale Deed	Dr. M. Narayana Rao through his GPA holder	Smt. P. Kousalya

Further I/We have checked/verified

1. The Stamp Papers used in the above mentioned documents and confirm that

- The value of the stamps used is as per the provisions of the stamp act.
- 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.

Receipt of the payment of fee to access the volumes in the SRO at Azampura receipt No. 4699 dated 04/04/19 is enclosed herewith for your records.

Place: Hyderabad
Date : 04/04/2019

G. Ramesh Babu
ADVOCATE

SUPPLEMENTARY OPINION

1.	Name & Address of the Title Holder	Smt. P Kousalya W/o Sri P Krishna
2.	Details of property	All that the house bearing No. 16-11-741/D/193/2 on plot No. 2 admeasuring 248 sq. yards in survey Nos. 59 and 29 situated at Moosarambagh Village, Charminar Taluk, Hyderabad Urban District.

I have verified the EC from 01/01/78 to 31/03/19 on the subject property and confirm that there is no registered encumbrance over subject property.

Place: Hyderabad.
Date : 04/04/2019

G. Ramesh Babu
SIGNATURE OF ADVOCATE

G. RAMESH BABU

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

G. VAMSHI KRISHNA

B. Tech., MBA, LLM

ADVOCATES

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