

To

Date: 31.01.2018

The Assistant General Manager
State Bank of India
RACPC,
Bangalore.

Annexure – B

Report of Investigation of Title in respect of immovable property

1. a)	Name of the Branch/Business Unit/Office seeking opinion	State Bank of India RACPC, Bangalore
b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	
c)	Name of the Borrower	Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and developed by M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh
2. a)	Name of the unit/concern/company/ person offering the property/(ies) as security	Company
b)	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge	Owners have entered into J.D.A. with the Developer and they are selling individual Flats to prospective purchaser
c)	State as to under what capacity is security offered (whether as joint applicant and borrower or as guarantor, etc.)	Owners have entered into J.D.A. with the Developer and they are selling individual Flats to prospective purchaser
3.	Complete or full description of the immovable property/(ies) offered as security including the following details	Residentially converted land measuring 46,268 Sq.Ft. in Survey No. 53/1 having BBMP Khata No. 34/53/1, situated at Nagawara Village, Kasaba

			Hobli, Bangalore North Taluk, apartment known as "HOYSALA HALLMARK LALITH"		
a)	Survey No.		53/1		
b)	Door/House No. (in case of house property)		Residentially converted having BBMP Khata No. 34/53/1, situated at Nagawara Village, Kasaba Hobli, Bangalore North Taluk, apartment known as "HOYSALA HALLMARK LALITH"		
c)	Extent/area including plinth/built-up area in case of house property		land measuring 46,268 Sq.Ft. in Survey No. 53/1		
d)	Locations like name of the place, village, city registration, sub-district, etc. boundaries		situated at Nagawara Village, Kasaba Hobli, Bangalore North Taluk East by : Government Road, West by : Property in Survey No. 53/3, North by : Private Property, South by : Property in Survey No. 52/1.		
4. a)	Particulars of the documents scrutinized-serially and chronologically		Sl. No. 1 as C.Copy, Sl.No. 2 to 6 as Original (laminated) and Sl.No. 7 to 24 in Originals have been verified.		
b)	Nature of the documents verified and as to whether they are originals or certified copies or registration extracts duly certified Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined				
	Sl. No.	Date	Name/Nature of the Document	Original/ Certificate copy/ Certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
	01.	09.03.1962	Partition Deed entered into between Munivenkatappa, Munegowdappa, Muniyappa and Maleyappa	C.Copy	--
	02.	10.09.1980	Sale Deed executed by Sri Maleyappa in favour of Sri S. Vasudevaraju S/o Srinivasa Raju	Original (laminated)	--



03.	10.09.1980	Sale Deed executed by Sri Maleyappa in favour of Sri S. Venkateshwara Raju S/o Srinivasa Raju	Original (laminated)	--
04.	10.09.1980	Sale Deed executed by Sri Maleyappa in favour of Sri S. Lakshminarayana Raju S/o Srinivasa Raju	Original (laminated)	--
05.	10.09.1980	Sale Deed executed by Sri Maleyappa in favour of Sri S. Venkataraman Raju S/o Srinivasa Raju	Original (laminated)	--
06.	10.09.1980	Sale Deed executed by Sri Maleyappa in favour of Sri S. Venkatakrishna Raju S/o Srinivasa Raju	Original (laminated)	--
07.	12.01.2009	Official Memorandum issued by Deputy Commissioner, Bangalore vide its No. ALN(NK)SR-16/2008-09	Original	--
08.	14.06.2017	Gift Deed executed by Sri Venkataramana Raju S. in favour of his father Sri S.R. Sreenivasa Raju	Original	--
09.	14.06.2017	General Power of Attorney executed by Sri S.R. Sreenivasa Raju in favour of his son Sri S. Venkatakrishna Raju	Original	--
10.	06.05.2017	General Power of Attorney executed by Sri S. Vasudeva Raju in favour of his brother Sri S. Venkatakrishna Raju	Original	--
11.		Memorandum and Articles of Association of M/s. Hoysala Projects Pvt. Ltd.	Original	--
12.	09.10.2017	Joint Development Agreement executed by Sri S.R. Sreenivasa Raju, Sri S. Vasudeva Raju rep by GPA holder Sri S. Venkatakrishna Raju, Sri S. Venkateshwara Raju, Sri S. Venkatakrishna Raju and Sri S. Lakshminarayana Raju in favour of M/s. Hoysala Projects Private Limited rep by its Managing Director Mr. T.S. Sateesh	Original	--
13.	09.10.2017	General Power of Attorney executed by Sri S.R. Sreenivasa Raju, Sri S.	Original	--

			Vasudeva Raju rep by GPA holder Sri S. Venkatakrishna Raju, Sri S. Venkateshwara Raju, Sri S. Venkatakrishna Raju and Sri S. Lakshminarayana Raju in favour of M/s. Hoysala Projects Private Limited rep by its Managing Director Mr. T.S. Sateesh		
	14.	06.06.2017	Khata Certificate issued by BBMP in favour of Sri Vasudevaraju and others	Original	--
	15.	06.06.2017	Extract of Tax Assessment Register issued by BBMP in favour of Sri Vasudevaraju and others	Original	--
	16.	20.07.2017	Tax paid Receipt for the year 2017-18	Original	--
	17.	11.01.2018	Encumbrance Certificate from 01.04.1961 to 31.03.2004	Original	--
	18.	13.04.2017	Encumbrance Certificate from 01.04.2004 to 12.04.2017	Original	--
	19.	20.07.2017	Encumbrance Certificate from 01.04.2017 to 19.07.2017	Original	--
	20.	23.01.2018	Encumbrance Certificate from 01.07.2017 to 22.01.2018	Original	--
	21.	21.10.2008	Endorsement issued by Tahsildar, Bangalore (Section 7 & 7A)	Original	--
	22.	28.10.2008	PTCL Endorsement issued by Tahsildar, Bangalore	Original	--
	23.	17.10.2008	Endorsement issued by Tahsildar, Bangalore (Section 79(A) and (B))	Original	--
	24.	29.06.2017	License and Sanction Plan issued by BBMP vide its LP No. 28/2017-18	Original	--
5.	<p>a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)</p> <p>b) i) Whether all pages in the certified copies of title documents which are obtained directly from sub-registrar's office have been verified page by page with the original documents submitted?</p> <p>ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to</p>				Original document s verified

	ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	
6.a)	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	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	Yes
c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
7.a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	Gandhinagar, Bangalore
b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such cases?	Yes Gandhinagar, Malleswaram, Ganganagar, Hebbal, Jala, Kacharakannahalli, Yelahanka, Byatarayanapura, Hesaraghatta
c)	Whether search has been made at all the offices name at (b) above?	Online search has been made
d)	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	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 wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory (separate sheets may be used)	Separate Sheet annexed
9.	Nature of Title of the intended Mortgagor over the Property (Whether Full Ownership Rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam	Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and developed by

	Holder or Govt. Grantee/Allottee, etc.)	M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh and they are selling individual flats to the prospective purchasers and purchasers can enter into sale agreement with them.	
10.	If leasehold, whether:		No
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		
e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?		
f)	Right to get renewal of the leasehold rights and nature thereof		
11.	If Govt. grant/allotment/Lease-cum-Sale Agreement, whether:		No
a)	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,		
b)	The mortgagor is competent to create charge on such property,		
c)	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available		
12.	If occupancy right, whether:		No
a)	Such right is heritable and transferable,		
b)	Mortgage can be created		
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion		No
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	By way of Gift Deed	
a)	The Gift/Settlement Deed is duly stamped and registered;		Yes
b)	The Gift/Settlement Deed has been attested by two witnesses;		Yes
c)	The Gift/Settlement Deed transfers the property to Donee;		Yes
d)	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Yes, by signing Deed	by Gift
e)	Whether there is any restriction on the Donor in executing the gift/settlement deed in question;		No
f)	Whether the Donee is in possession of the gifted property;		Yes
g)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of		No

	mortgage;		
h)	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No	
15.a)	In case of partition/family settlement deeds, whether the original deed is available for deposit, if not the modality/procedure to be followed to create a valid and enforceable mortgage	Copy verified since larger extent	
b)	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Mutation has been effected	
c)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon	Valid in law	
d)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with	No	
e)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	No	
16.	Whether the title documents include any testamentary documents/wills?	No	
a)	In case of wills, whether the will is registered will or unregistered will?		
b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?		
c)	Whether the property is mutated on the basis of will?		
d)	Whether the original will is available?		
e)	Whether the original death certificate of the testator is available?		
f)	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will availability of Mother/Original title deeds are to be explained)		
17.a)	Whether the property is subject to any wakf rights?	No	
b)	Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?		
c)	Precautions/permissions, if any in respect of the above cases for creation of mortgage?		
18.a)	Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objections/join in execution, minor's share if any, rights of female	No	

	members etc.	
b)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
19.a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No
b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
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 the matter	
20.a)	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage	No
b)	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No
c)	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained	Residentially converted land
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz., Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
22.a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
b)	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry	No
23.a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not to our knowledge as per the documents available
b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
c)	Whether the title documents have any court seal/marketing which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marketing.	No
24.a)	In case of partnership firm, whether the property belongs to the firm and the deed is property registered	No
b)	Property belonging to partners, whether thrown on hotchpot ? Whether	

	formalities for the same 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	
25.	a) Whether the property belongs to a Limited Company, check the borrowing powers, board resolution, authorization to create mortgage/execution of documents, registration of any prior 16 charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	Developer, BOD Resolution for authorizing signatory to be obtained
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes/No.	developer
	b) ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)? Revised Instructions	
	b) iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes/No	
	b) iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No	
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws	No
27.a)	Whether any POA is involved in the chain of title?	Yes
b)	Whether the POA involved is one coupled with interest, i.e., a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law	Yes, registered document
c)	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz., Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorised Representatives to sign Flat, Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builders' POA) or (ii) other type of POA (common	Owners have executed POA in favour of developer and

	POA)	Common POA
d)	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA	Original verified
e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA	
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Yes Yes General Yes
f)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	POA is valid as on date
g)	Please comment on the genuineness of POA?	POA is genuine
h)	The unequivocal opinion on the enforceability and validity of the POA	POA is valid as on date
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/ authenticated in terms of the Law of the place, where it is executed	No
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Residential Apartment
a)	Promoter's/Land owner's title to the land/building;	Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and developed by M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh
b)	Development Agreement/Power of Attorney;	Yes
c)	Extent of authority of the Developer/builder;	As per Joint Development Agreement
d)	Independent title verification of the Land and/or building in question;	Yes
e)	Agreement of sale (duly registered);	No
f)	Payment of proper stamp duty;	No

g)	Requirement of registration of sale agreement, development agreement, POA, etc.	JDA & GPA duly registered
h)	Approval of building plan, permission of appropriate/local authority, etc.	Yes Approved by BBMP
i)	Conveyance in favour of Society/Condominium concerned;	No
j)	Occupancy Certificate/allotment letter/letter of possession;	No
k)	Membership details in the society etc.;	No
l)	Share Certificates;	No
m)	No Objection Letter from the Society;	No
n)	All legal requirements under the local/Municipal laws, regarding ownership of flats/apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws, etc.	Yes
o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	No
p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	Yes. License & Sanction Plan issued by BBMP
q)	Whether the numbering pattern of the units/flats tally in all documents such approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	No
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	01.04.1961 to 21.01.2018 Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax paid for the year 2017-18
33.a)	Urban land ceiling clearance, whether required and if so, details thereon,	No
b)	Whether No Objection Certificate under the Income Tax Act is required/obtained	No
34.	Details of RTC extracts/mutation extracts/katha extracts pertaining to the	Khata is in the names of Sri S.R. Sreenivasa Raju, Sri S.

	property in question	Vasudeva Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju
35.	Whether the name of mortgagor is reflected as owner in the revenue/municipal/village records?	Yes
36.a)	Whether the property offered as security is clearly demarcated?	Yes
b)	Whether the demarcation/partition of the property is legally valid?	Yes
c)	Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
a)	Document in relation to electricity connection;	No
b)	Document in relation to water connection;	No
c)	Document in relation to Sales Tax Registration, if any applicable;	No
d)	Other utility bills, if any	No
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	No discrepancies
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	Sanction Plan is produced and discussed in separate Sheet
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty, etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified, etc. as also any precaution to be taken by the Bank in this regard	No

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	No
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	Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and developed by M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh and the prospective purchaser can create charge



FLOW OF TITLE

The portion of land measuring 3 Acres 2 Guntas in Survey No. 53/1 situated at Hebbal Village, Kasaba Hobli, Bangalore North Taluk originally belongs to Maliyappa.

After the death of Maliyappa, his children Munivenkatappa, Munegowdappa, Muniyappa and Maleyappa have entered into Partition Deed dated 09.03.1962 and the said Partition Deed is registered as Document No. 11766/1961-62, Book-I, Vol. 2140, pages 1 to 14, in the office of Sub-registrar, Bangalore North Taluk.

As per the said Partition Deed, portion of land measuring 3 Acres 2 Guntas in Survey No. 53/1 has fallen to the share of Sri Maleyappa and others allotted other properties.

The said Sri Maleyappa has sold portion of land measuring 10 Guntas in Survey No. 53/1 in favour of **Sri Vasudeva Raju S/o Srinivasa Raju** and executed Sale Deed dated 10.09.1980 and the said Sale Deed is registered as Document No. 8760/1980-81,



Book-I, Vol. 3310, at pages 230 to 231, in the office of Sub-registrar, Bangalore North Taluk.

The said Sri Maleyappa has sold another portion of land measuring 10 Guntas in Survey No. 53/1 in favour of **Sri S. Venkateshwara Raju S/o Srinivasa Raju** and executed Sale Deed dated 10.09.1980 and the said Sale Deed is registered as Document No. 8761/1980-81, Book-I, Vol. 3310, at pages 232 to 233, in the office of Sub-registrar, Bangalore North Taluk.

The said Sri Maleyappa has sold another portion of land measuring 10 Guntas in Survey No. 53/1 in favour of **Sri S. Lakshminarayana Raju S/o Srinivasa Raju** and executed Sale Deed dated 10.09.1980 and the said Sale Deed is registered as Document No. 8762/1980-81, Book-I, Vol. 3310, at pages 234 to 235, in the office of Sub-registrar, Bangalore North Taluk.

The said Sri Maleyappa has sold another portion of land measuring 10 Guntas in Survey No. 53/1 in favour of **Sri S. Venkataramana Raju S/o Srinivasa Raju** and executed Sale Deed dated 10.09.1980 and the said Sale Deed is registered as Document No. 8763/1980-81, Book-I, Vol. 3310, at pages 236 to 237, in the office of Sub-registrar, Bangalore North Taluk.

The said Sri Maleyappa has sold another portion of land measuring 10 Guntas in Survey No. 53/1 in favour of **Sri S. Venkatakrishna Raju S/o Srinivasa Raju** and executed Sale Deed dated 10.09.1980 and the said Sale Deed is registered as Document No. 8764/1980-81, Book-I, Vol. 3310, at pages 236 to 239, in the office of Sub-registrar, Bangalore North Taluk.

The Official Memorandum dated 12.01.2009 issued by Deputy Commissioner, Bangalore vide its No. ALN(NK)SR-16/2008-09 indicates that Sri Vasudevaraju, Sri S. Venkateshwararaju, Sri S. Lakshminarayana, Sri S. Venkataramanaraju and Sri S. Venkatakrishnaraju have applied for conversion of land measuring 1 Acre 10 Guntas in Survey No. 53/1 from agricultural to non-agricultural residential purpose and the same has been converted.

The said **Sri Venkataramana Raju S.** has gifted his portion of land measuring 10 Guntas in Survey No. 53/1 in favour of his father **Sri S.R. Sreenivasa Raju** and executed Gift Deed dated 14.06.2017 and the said Gift Deed is registered as Document No. 270/2017-18, Book-I, stored in CD No. 292, in the office of Sub-registrar, Gandhinagar, Bangalore.



The said Sri S.R. Sreenivasa Raju has executed General Power of Attorney dated 14.06.2017 in favour of his son Sri S. Venkatakrishna Raju to do act on his behalf in respect of his portion of land measuring 10 Guntas in Survey No. 53/1 and the said General Power of Attorney is registered as Document No. 81/2017-18, Book-IV, stored in CD No. 81, in the office of Sub-registrar, Gandhinagar, Bangalore.

The said Sri S. Vasudeva Raju has executed General Power of Attorney dated 06.05.2017 in favour of his brother Sri S. Venkatakrishna Raju to do act on his behalf in respect of his portion of land measuring 10 Guntas in Survey No. 53/1 and the said General Power of Attorney is registered as Document No. 29/2017-18, Book-IV, stored in CD No. 288, in the office of Sub-registrar, Gandhinagar, Bangalore.

Thus Sri S.R. Sreenivasa Raju, Sri S. Vasudeva Raju, Sri S. Venkatakrishna Raju, Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju have become the owners in respect of 1 Acre 10 Guntas in survey No.53/1.

The Memorandum and Articles of Association of M/s. Hoysala Projects Pvt. Ltd. indicates that it is a registered company under Registrar of Companies Act, 1956.

The said Sri S.R. Sreenivasa Raju, Sri S. Vasudeva Raju rep by GPA holder Sri S. Venkatakrishna Raju, Sri S. Venkateshwara Raju, Sri S. Venkatakrishna Raju and Sri S. Lakshminarayana Raju have executed Joint Development Agreement dated 09.10.2017 in favour of M/s. Hoysala Projects Private Limited rep by its Managing Director Mr. T.S. Sateesh to develop converted land measuring 46268 Sq.Ft. in Survey No. 53/1 and the said Joint Development Agreement is registered as Document No. 2887/2017-18, Book-I, stored in CD No. 134, in the office of Sub-registrar, Gandhinagar (Ganganagar), Bangalore. **As per the JDA owner and developer are entitled in the ratio 47:53.**

The said Sri S.R. Sreenivasa Raju, Sri S. Vasudeva Raju rep by GPA holder Sri S. Venkatakrishna Raju, Sri S. Venkateshwara Raju, Sri S. Venkatakrishna Raju and Sri S. Lakshminarayana Raju have executed General Power of Attorney dated 09.10.2017 in favour of M/s. Hoysala Projects Private Limited rep by its Managing Director Mr. T.S. Sateesh to do act on their behalf in respect of converted land measuring 46268 Sq.Ft. in Survey No. 53/1 and the said General Power of Attorney is registered as Document No. 256/2017-18, Book-IV, stored in CD No. 134, in the office of Sub-registrar, Gandhinagar (Ganganagar), Bangalore.



The Khata Certificate dated 06.06.2017 issued by BBMP in favour of Sri Vasudevaraju and others indicates that the khata of the property has been transferred and stands in their names in respect of the above description of the property.

The Extract of Tax Assessment Register dated 06.06.2017 issued by BBMP in favour of Sri Vasudevaraju and others indicates that the property tax has been assessed and demanded to pay the same in respect of the above description of the property.

The Tax paid Receipt dated 20.07.2017 indicates that they have paid property tax for the year 2017-18 in respect of the above description of the property.

The Encumbrance Certificate dated 11.01.2018 from 01.04.1961 to 31.03.2004 indicates the partition deed between Maleyappa and others; sale transaction between Sri Maleyappa in favour of Sri S. Vasudevaraju; sale transaction between Sri Maleyappa in favour of Sri S. Venkateshwara Raju; sale transaction between Sri Maleyappa in favour of Sri S. Lakshminarayana Raju; sale transaction between Sri Maleyappa in favour of Sri S. Venkataramana Raju and sale transaction between Sri Maleyappa in favour of Sri S. Venkatakrishna Raju in respect of the above description of the property.

The Encumbrance Certificate dated 13.04.2017 from 01.04.2004 to 12.04.2017 does not indicate any sale transaction in respect of the above description of the property.

The Encumbrance Certificate dated 20.07.2017 from 01.04.2017 to 19.07.2017 indicates the gift transaction between Sri Venkataramana Raju S. in favour of Sri S.R. Sreenivasa Raju in respect of the above description of the property.

The Encumbrance Certificate dated 23.01.2018 from 01.07.2017 to 22.01.2018 indicates the Joint Development Agreement between Sri S. Venkatakrishna Raju and others in favour of M/s. Hoysala Projects Pvt. Ltd. in respect of the above description of the property.

The Endorsement dated 21.10.2008 issued by Tahsildar, Bangalore indicates that there is no violation of Section 7 and 7A of Karnataka Land Reforms Act 1961 in respect of above said land.

The Endorsement dated 28.10.2008 issued by Tahsildar, Bangalore indicates that there is no PTCL proceedings in respect of the above said lands under Karnataka SC/ST Act 1978.



The Endorsement dated 17.10.2008 issued by Tahsildar, Bangalore indicates that there is no violation of Section 79(A) and (B) of Karnataka Land Reforms Act 1961 in respect of above said land.

The License and Sanction Plan dated 29.06.2017 issued by BBMP vide its LP No. 28/2017-18 indicates that they have obtained due approval to put up construction of residential apartment consists of stilt, ground, first, second third and terrace floors on the Schedule Property.



Annexure – C

Certificate of title

I have examined **Original** title deeds relating to the schedule property (ies) and that the documents of title referred to in the opinion are valid evidence or right title and interest and that if the prospective purchasers enter into Sale Agreement with **Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh**, they can create registered/equitable mortgage, it will satisfy the requirements of creation of registered/equitable mortgage and I further certify that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
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) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage.
3. 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.

4. There are no prior Mortgage/Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **01.04.1961 to 22.01.2018** pertaining to immovable property(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
5. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable)—**Not Applicable**
6. Minor/(s) and his/their interest in the property(ies) is to the extent of (specify the share of the minor with Name). (Strike out if not applicable)—**Not Applicable**
7. I certify that **Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju** has absolute, clear and marketable title over the schedule property (ies). I further certify that the Flats proposed to be purchased by the proposed applicants can enter into Sale Agreement with **Sri S.R. Sreenivasa Raju and Sri S. Vasudeva Raju both rep by GPA holder Sri Venkatakrishna Raju, Sri S. Venkatakrishna Raju Sri S. Venkateshwara Raju and Sri S. Lakshminarayana Raju and M/s. Hoysala Projects Pvt. Ltd. rep by its Managing Director Mr. T.S. Sateesh** and the said title deeds are valid and mortgage can be created and the said mortgage would be enforceable. In case of creation of mortgage by deposit of such title deeds in respect of the prospective purchasers' property, we certify that deposit of the said title deeds/documents would create a valid and enforceable mortgage.
8. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY(IES)

All that piece and parcel of the Residentially converted land measuring 46,268 Sq.Ft. in Survey No. 53/1 having BBMP Khata No. 34/53/1, situated at Nagawara Village, Kasaba Hobli, Bangalore North Taluk, apartment known as **"HOYSALA HALLMARK LALITH"** and bounded on:

East by : Government Road,



West by : Property in Survey No. 53/3,
North by : Private Property,
South by : Property in Survey No. 52/1



SEARCH REPORT

I further certify that:-

- a) Sale Deed dated 10.09.1980 executed by Sri Maleyappa in favour of Sri Vasudevaraju S/o Srinivasa Raju, registered as Document No. 8760/1980-81
- b) Sale Deed dated 10.09.1980 executed by Sri Maleyappa in favour of Sri S. Venkateshwara Raju S/o Srinivasa Raju, registered as Document No. 8761/1980-81
- c) Sale Deed dated 10.09.1980 executed by Sri Maleyappa executed by in favour of Sri S. Lakshminarayana Raju S/o Srinivasa Raju, registered as Document No. 8762/1980-81
- d) Sale Deed dated 10.09.1980 executed by Sri Maleyappa in favour of Sri S. Venkataraman Raju S/o Srinivasa Raju, registered as Document No. 8763/1980-81
- e) Sale Deed dated 10.09.1980 executed by Sri Maleyappa in favour of Sri S. Venkatakrishna Raju S/o Srinivasa Raju, registered as Document No. 8764/1980-81
- f) Gift Deed dated 14.06.2017 executed by Sri Venkataramana Raju S. in favour of his father Sri S.R. Sreenivasa Raju, registered as Document No. 270/2017-18

The above said Deeds are in order as the particulars shown in the deed tally with the entries recorded in the office of the Sub Registrar, Krishnarajapuram, Bangalore. Online search has been conducted and the receipt towards search is enclosed herewith for your record.

