

LEGAL SCRUITINY REPORT
Immovable property belongs to
(Type Name)
(Property)

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SCHEDULE OF THE PROPERTY

All that the the land admeasuring Ac.03-20.5 Gts out of Ac. 06-00 Gts forming part of Sy. No. 117/A/EE, A/E, A/AA, LU and 118/AA, Situated at Kompalli Village, Gandimaisamma Mandal, Medchal District bounded by:

North: Neighbour/s Land
East: 40 ft wide Road

South: 40 ft wide Road
West: Owner's Land



CH. T. SREERAMA MURTY
ADVOCATE

Plot No. 269, Road No. 5M,
Krishna Nagar, Moula-Ali,
Hyderabad-500 040.
Mob: 8106490975



LEGAL OPINION FOR SCRUTINY OF TITLE

This Legal Opinion pertains to the immovable property of

1. COMPLETE DESCRIPTION OF THE PROPERTY:

SCHEDULE OF THE PROPERTY

All that the land admeasuring Ac.03-20.5 Gts out of Ac. 06-00 Gts forming part of Sy. No. 117/A/EE, A/E, A/AA, LU and 118/AA, Situated at Kompalli Village, Gandimaisamma Mandal, Medchal District bounded by:

North: Neighbour/s Land
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2. PARTICULARS OF THE DOCUMENTS SCRUTINIZED:

| SI | Date of Doct | Doc. No. | Nature of Document | Nature of Doct. |
|----|--------------|----------|--------------------|-----------------|
| | | | | |

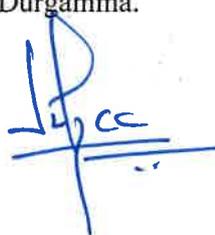
Note: The original Documents mentioned above are verified and returned to the party herewith this report.

FLOW OF TITLE

Originally, Sri. G. N. Dharam Dutt and Sri. G. N. Subash, were the absolute owners and possessors of the land admeasuring Ac.74-06 Gts forming part of Sy. Nos. 106, 107, 108, 109, 110, 116 and Ac.38-03 Gts forming part of Sy. Nos. 117, 118 & 119, situated at Kompalli Village, Dundigal-Gandimaisamma Mandal, Medchal District. This fact is being supported by the pahanie for the year 1960-61.

| Year | Sy.No. | Extent | Sy.No. | Extent | Sy.No. | Extent | Name of the pattedar | Name of the possessor |
|---------|--------|--------|--------|--------|--------|--------|--|-----------------------|
| 1960-61 | 117 | 08-25 | - | - | - | - | Sri. G. N. Dharam Dutt and Sri. G. N. Subash | - |
| | - | - | 118 | 12-04 | - | - | Sri. G. N. Dharam Dutt and Sri. G. N. Subash | - |
| | - | - | - | - | 119 | 17-14 | Sri. G. N. Dharam Dutt and Sri. G. N. Subash | - |

Thereafter, the said Sri. G. N. Dharam Dutt and Sri. G. N. Subash, have jointly executed a Sale Deed dated 16.12.1963, in favor of Smt. K. Durgamma, intended to convey the right, title and interest thereon in the said Ac.38-03 Gts forming part of Sy. Nos. 117, 118 & 119, situated at Kompalli Village, Dundigal-Gandimaisamma Mandal, Medchal District and the said Sale Deed was registered as document No. 1869/1963 on the file of SRO, Secunderabad. Hence, this property is a Self-Acquired property of Smt. Durgamma.





Originally, the pahanie for the year 1965-66 is indicating that Smt. Kanjarla Durgamma was the pattedar and possessor of agriculture land admeasuring Ac.08-25 Gts forming part of Sy. No.

| Year | Sy. No. | Extent | Sy. No. | Extent | Sy. No. | Extent | Name of the pattedar | Name of the possessor |
|--------------------|---------|--------|---------|--------|---------|--------|---------------------------|--|
| 1965-66 | 117 | 08-25 | - | - | - | - | Smt. K Durgamma | Own |
| | - | - | 118 | 12-04 | - | - | Smt. K Durgamma | Own |
| | - | - | - | - | 119 | 17-04 | Smt. K Durgamma | Own Sri. K. Ram Reddy Ac.03-35 |
| 1970-71 | 117 | 08-25 | - | - | - | - | Smt. K Durgamma | Sri. K. Ram Reddy Ac.03-30 |
| | - | - | 118 | 12-04 | - | - | Smt. K Durgamma | |
| | - | - | - | - | 119 | 17-04 | Smt. K Durgamma | |
| 1976-77 | 117 | 08-25 | - | - | - | - | Smt. K Durgamma | Sri. K. Ram Reddy Ac.03-30 Gts Smt. Ramayamma Ac.01-00 Gts |
| | - | - | 118 | 12-04 | - | - | Smt. Kanjarla Durgamma | |
| | - | - | - | - | 119 | 17-04 | Smt. Kanjarla Durgamma | |
| 1980-81 | 117 | 08-25 | - | - | - | - | Smt. Kanjarla Durgamma | Smt. Kamamma Ac.03-35 Gts Sri. Katari Subba Raju Ac. 01-00 Gts Sri. K. Ram Reddy Ac.03-30 Gts |
| | - | - | 118 | 12-04 | - | - | Smt. Kanjarla Durgamma | Smt. Kamamma |
| | - | - | - | - | 119 | 17-04 | Smt. Kanjarla Durgamma | |
| 1985-86 1990-91 | 117 | 08-25 | - | - | - | - | Smt. Kanjarla Durgamma | Smt. Kamamma Ac.03-35 Gts Sri. Katari Subba Raju Ac. 01-00 Gts Sri. K. Ram Reddy Ac.03-30 Gts |
| | - | - | 118 | 12-04 | - | - | Smt. Kanjarla Durgamma | Smt. Kamamma |
| | - | - | - | - | 119 | 17-04 | Smt. Kanjarla Durgamma | Smt. Kamamma Ac.17-04 Gts |
| 1995-96 | 117 | 08-25 | - | - | - | - | Smt. Kanjarla Durgamma | Smt. Kanjarla Durgamma |
| | - | - | 118 | 12-04 | - | - | Smt. Kanjarla Durgamma | Smt. Kanjarla Durgamma |
| | - | - | - | - | 119 | 17-04 | Smt. Kanjarla Durgamma | Smt. Kanjarla Durgamma |
| 1999-00 2004-05 | 117 | 08-25 | - | - | - | - | Smt. Kanjarla Durgamma | Smt. Durgamma Ac.03-35 Gts Sri. Katari Subba |



| | | | | | | | | |
|---------|-----|-------|-----|-------|-----|-------|--|--|
| | | | | | | | | Raju Ac. 01-00 Gts Sri. K. Lalitha Ac.03-30 Gts |
| | - | - | 118 | 12-04 | - | - | Smt. Kanjarla Durgamma | Smt. Kanjarla Durgamma |
| | - | - | - | - | 119 | 17-04 | Smt. Kanjarla Durgamma | Smt. Kanjarla Durgamma |
| 2008-09 | 117 | 08-25 | - | - | - | - | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav Ac.03-35 Gts Sri. Katari Subba Raju Ac. 01-00 Gts Sri. K. Lalitha Ac.03-30 Gts |
| | - | - | 118 | 12-04 | - | - | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav |
| | - | - | - | - | 119 | 17-04 | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav | Sri. Kanjarla Muthyalu Yadav, Sri. K. Rama Swamy Yadav, Smt. Veeramani Yadav, Smt. K. Chandrakala Yadav |

The Memo bearing R.K.C.C. No. 182/2018 dated 23.07.2018 being issued by the Tahsildar, Gandimaisamma Dunigal Mandal is indicating that the Khasara pahanie for the Sy. Nos. 117, 118 & 119 could not be issued as the records were in torn condition.

The Memo bearing R.K.C.C. No. 127/2019 dated 31.08.2019 being issued by the Tahsildar, Gandimaisamma Dunigal Mandal is indicating that the PTN Certificate for the Sy. Nos. 112, 115, 117, 118 & 119 could not be issued as the records were in torn condition.

It is observed that the pahanies for the years 1965-66, 1970-71 & 1976-77, 1980-81, 1985-86, 1990-91 are indicating that the said Sri. K. Rami Reddy was shown in possessor's column however, the subsequent pahanies for the years 1995-96 onwards the said Smt. K. Durgamma alone was shown in possessor's column also. Hence, it could be safely concluded that the said Smt. K. Durgamma alone was the absolute owner and possessor of the said property. Since, revenue records are speaking that the said Smt. K. Durgamma alone was the absolute owner and



possessor, it requires no further proof to substantiate her ownership. Hence, there is no legal impediment.

PART – A

While the things thus standing; the son of Smt. Durgamma by name Sri. K. Muthyalu Yadav, S/o. Late Sri. Yellaiah Yadav had filed a suit for partition and separate possession bearing No. OS 499/2000 on the file of Hon'ble Principal Senior Civil Judge, Ranga Reddy District courts for partition of the suit schedule properties and for allotment of one such share to him and the said suit was finally ended in compromise before the Lok Adalat after recording the terms of compromise.

It is to be noted that the partition was between the mother who is an absolute owner of the property and her sons. Hence, the said Sri. Muthyalu Yadav had become absolute owner of the property which he had acquired under this partition. However, since, the partition was out of a compromise decree and mutation was on the basis of the said compromise decree and since, no objection has raised by anyone who have interest if any, the pass books and title deeds were issued in their favor by the MRO concerned. Further, almost 19 years have passed into ages and since, no litigation with respect to any part of the land, the ownership of Sri. K. Muthyalu Yadav and others is unquestionable.

By virtue of the said Compromise Deed, the land admeasuring Ac.03-35 Gts forming part of Sy. No. 117, Ac.12-04 Gts forming part of Sy. No. 118 and Ac.17-04 Gts forming part of Sy. No. 119 and Ac.03-20 Gts forming part of Sy. No. 149/A and 150/C, total admeasuring to Ac.36-23 Gts, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District had fallen to the share of Sri. K. Muthyalu Yadav, Smt. K. Veeramani Yadav, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala Yadav.

Upon mutation vide MRO Proceedings bearing No. A/8852/2005 dated 08.07.2005, the said Sri. K. Muthyalu Yadav, Smt. K. Veeramani Yadav, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala Yadav were issued with patta passbooks and title deeds as under:

| Sl. | Name | Patta No. | Passbook & Title Deed No. |
|-----|---------------------------|-----------|---------------------------|
| 01 | Sri. K. Muthyalu Yadav | 1018 | 431794 |
| 02 | Sri. K. Ramaswamy Yadav | 1019 | 431795 |
| 03 | Smt. K. Veeramani Yadav | 1020 | 431796 |
| 04 | Smt. K. Chandrakala Yadav | 1021 | 431797 |

PART – B

Sri. Narendra Nath, Smt. Chanda Sehgal, Sri. Anil Agarwal, have jointly entered into a Partnership Deed dated 26.04.2006, intended to do construction business in the name and style by namé "M/s. Lakshmi Developers" and the said Partnership Deed was not registered.

The said Partnership Deed was revised and a fresh partnership deed dated 01.04.2011 was entered into the same parties and the said Partnership Deed was registered as document No. 113/2011 on the file of SRO, Hyderabad.

By virtue of the said Partnership Deed, the said Sri. Narendra Nath and Sri. Anil Agarwal, were authorized to sell, purchase, mortgage, the immovable property/ies jointly.



PART – C

Thereafter, the said Sri. K. Muthyalu Yadav, Smt. K. Veeramani, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala have, along with their respective children (consenting), jointly executed an Agreement of Sale cum General Power of Attorney dated 03.05.2006, in favor of M/s. Lakshmi Developers, a partnership firm being rep. by Sri. Anil Agarwal, intended to appoint the latter as their lawful attorney to sell or otherwise alienate the agriculture land admeasuring Ac.02-00 Gts forming part of Sy. No. 117 and Ac.04-00 Gts forming part of Sy. No. 118, total admeasuring to Ac.06-00 Gts, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District and the said AS GPA was registered as document No. 23283/2006 on the file of RO, Ranga Reddy. The said AS GPA has satisfied the essentials of a valid AS GPA such as payment of full consideration, irrevocable GPA, delivery of possession and registration. Hence, it is a perfect AS GPA.

Thereafter, the said Sri. K. Muthyalu Yadav, Smt. K. Veeramani, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala, along with their respective children have, being rep. by their AS GPA Holder M/s. Lakshmi Developers, a partnership firm being rep. by Sri. Narender Nath, executed a Sale Deed dated 31.03.2017, in favor of 1) Sri. Rahul Sehgal, 2) Smt. Sakshi Prashar, 3) Sri. Narender Nath (HUF), 3) Smt. Chanda Sehgal and 5) Sri. Narender Nath, intended to convey the right, title, and interest thereon in the agriculture land admeasuring Ac.01-00 Gts forming part of Sy. No. 117, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District and the said Sale Deed was registered as document No. 6009/2017 on the file of SRO, Bala Nagar.

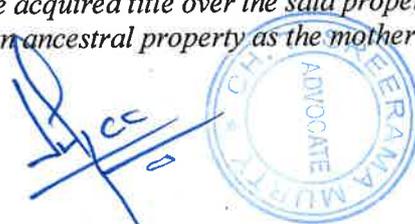
Upon the mutation vide MRO Proceedings bearing No. B/668/2018 dated 31.03.2018, the said Sri. Rahul Sehgal have got mutated onto their and her names was reflecting in the subsequent pahanies.

Similarly, the said Sri. K. Muthyalu Yadav, Smt. K. Veeramani, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala, along with their respective children have, being rep. by their AS GPA Holder M/s. Lakshmi Developers, a partnership firm being rep. by its Sri. Anil Agarwal, executed a Sale Deed dated 09.11.2017, in favor of Smt. Sneha Latha Agarwal, intended to convey the right, title, and interest thereon in the agriculture land admeasuring Ac.00-13 Gts forming part of Sy. No. 117, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District and the said Sale Deed was registered as document No. 8915/2017 on the file of SRO, Medchal.

Upon the mutation vide MRO Proceedings bearing No. B/664/2018 dated 31.03.2018, the said Smt. Sneha Latha Agarwal had got mutated onto her and her name was reflecting in the subsequent pahanies.

Similarly, the said long with their respective children have, being rep. by their AS GPA Holder M/s. Lakshmi Developers, a partnership firm being rep. by its Managing Partner Sri. Anil Agarwal, executed a Sale Deed dated 09.11.2017, in favor of M/s. Lakshmi Developers, a partnership firm being rep. by its Sri. Anil Agarwal, intended to convey the right, title, and interest thereon in the agriculture land admeasuring Ac.00-27 Gts forming part of Sy. No. 117 and Ac.04-00 Gts forming part of Sy. No. 118, total admeasuring Ac.04-27 Gts, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District and the said Sale Deed was registered as document No. 8916/2017 on the file of SRO, Medchal.

It is to be observed that the said Sri. K. Muthyalu Yadav, Smt. K. Veeramani, Sri. K. Rama Swamy Yadav and Smt. K. Chandrakala, have acquired title over the said property by virtue of partition suit. Hence, the said property is not an ancestral property as the mother of Sri. Muthyalu Yadav

The block contains a handwritten signature in blue ink, which appears to be 'S. K. Muthyalu'. To the right of the signature is a circular blue stamp. The stamp contains the text 'ADVOCATE' in the center, and 'SRI. K. RAMA SWAMY YADAV' around the perimeter. The stamp is partially obscured by the signature.

who had purchased the land under a Sale Deed is an absolute owner and it cannot be an ancestral property for the vendors as well as to their children. One of the sharer by name Sri. K. Muthyalu Yadav along with his family members, executed an AS GPA bearing document No. 23283/2006, dated 03.05.2006. As per Section 3 of interpretation clause of Transfer of Property Act, a registered deed offers constructive notice to the General Public. It is more than 13 years of statutory period (for any claim) that the said M/s. Lakshmi Developers, has been in possession and enjoyment of the said property and therefore, its right and ownership is perfected even otherwise by efflux of time. Since, there is no litigation claiming any right over the said property by anyone and since, mutation has taken place, the chances of litigation is remote.

| Sl. | Name | Sy. No. | Extent |
|-----|--|------------|------------------------------|
| 01 | M/s. Lakshmi Developers, rep. by its Managing Partner Sri. Anil Agarwal | 117 118 | Ac.00-27 Gts Ac.04-00 Gts |
| 02 | 1) Sri. Rahul Sehgal, 2) Smt. Sakshi Prashar, 3) Sri. Narender Nath (HUF), 3) Smt. Chanda Sehgal and 5) Sri. Narender Nath | 117 | Ac.01-00 Gts |
| 03 | Smt. Sneha Latha Agarwal | 117 | Ac.00-13 Gts |

On an application made by the said Sri. Anil Kumar Agarwal and others for the intended purpose of conversion of land use from agriculture to non-agriculture to an extent of Ac.02-00 Gts forming part of Sy. No. 117, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District, the RDO, Malkajgiri had vide its Proceedings bearing No. L/714/2018 dated 29.06.2018 accorded the same to an extent of Ac.01-25 Gts only from out of Ac.02-00 Gts. Hence, for all practical purposes the land converted to non-agriculture was limited to Ac.01-25 Gts only.

On an application made by the said Sri. Anil Kumar Agarwal and others for the intended purpose of conversion of land use from agriculture to non-agriculture to an extent of Ac.07-14 Gts forming part of Sy. Nos. 118 & 119, situated at Kompalle Village, Dundigal Gandimaisamma Mandal, Medchal District, the RDO, Malkajgiri had vide its Proceedings bearing No. L/175/2019 dated 29.03.2019 accorded the same for the entire land in which the land of the current owners (M/s. Lakshmi Developers) is included.

It is observed that the Sale Deed bearing document No. 6009/2017 being executed by Sri. Narendra Nath and Sale Deed bearing document Nos. 8915/2017 & 8916/2017 being executed by Sri. Anil Agarwal have not complied with the terms and conditions of the said Partnership Deed bearing document No. 113/2011 as both Sri. Narendra Nath and Sri. Anil Agarwal have not signed the deed/s jointly, which is a clear violation of the terms and conditions of the partnership deed. Hence, any subsequent purchaser/s must get the sale deed by all the three (3) partners for abundant caution.

By virtue of Letter bearing Lr.No. EE/NTD/HD/DB/DEE1/2018/575 dated 28.04.2018, being issued by the Executive Engineer Sri. Y. Shekar Reddy, North Tanks Division to HMDA, it is revealed as bellow:

| Sl. | Sy. No. Affected | Total area Ac-Gts | Extent of applicant Ac-Gts | Area affected under FTL Ac-Gts | Area affected under Buffer Ac-Gts | Balance area Ac-Gts |
|-----|------------------|-------------------|----------------------------|--------------------------------|-----------------------------------|---------------------|
| 1 | 117 | 8.25 | 2.00 | Nil | 0.15 | 1.25 |
| 2 | 118 | 12.04 | 6.23 | 0.31 | 1.14 | 4.18 |
| 3 | 119 | 17.04 | 10.00 | 0.32 | 1.39 | 7.09 |

| | | | | | |
|-------|-------|-------|------|------|-------|
| Total | 37.33 | 18.23 | 1.23 | 3.28 | 13.12 |
|-------|-------|-------|------|------|-------|

As per the said naksha, the property which is the subject matter of this TIR is not affected by either road widening, FTL or buffer zone. Hence, no impediment.

PART – D

The said Sri. Rahul Sehgal, Smt. Sakshi Prashar, Sri. Narender Nath and Smt. Chanda Sehgal have jointly constitute a Hindu Undivided Family (HUF) and they have been filing IT returns for the last ___ years. The Affidavit dated _____ being issued by all of them is in consonance of their admission that they only constitute HUF.

CONCLUSION

Thereafter, the said M/s. Lakshmi Developers rep. by its partners namely: Sri. Narender Nath, Smt. Chanda Sehgal and Sri. Anil Agarwal; Sri. Narendra Nath (HUF) rep. by Sri. Narender Nath and Sri. Rahul Sehgal, Smt. Sakshi Prashar and Sri. Narender Nath, have jointly entered into an Agreement of Sale dated _____, with M/s. Om Sree Builders, rep. by its Managing Partner Sri. Mansukh Bhai Patel, agreeing to sell the land admeasuring Ac.03-20.5 Gts forming part of Sy. No. 117/A/EE, A/E, A/AA, LU and 118/AA, Situated at Kompalli Village, Gandimaisamma Mandal, Medchal District and the said Agreement of Sale is yet to be registered.

| SL | Description | |
|----|---|--------------------------------|
| 1 | Name of the Unit/Concern/Company/Person offering the property as due security for the loan together with address: | M/s. Omsree Developers |
| 2 | Constitution of the Mortgagor concern/ person offering the property as due security for the loan together with address: | Purchaser |
| 3 | Whether he/they are owners/agents and are entitled to act as Mortgagor: | Yes |
| 4 | In case, the mortgage is sought to be created by an Agent under a Power of Attorney whether the Power of Attorney is registered and currently in force and subsisting. Such deed of Power of Attorney authorizes the agent to deposit the title deeds for creation of mortgage/ Charge over the properties: | No |
| 5 | In case of Partnership firm whether the property offered as security belongs to the firm(see Section 14 of the Partnership Act) or it belongs to one of the partners or whether it has been brought in to books accounts of the firm: | Partnership Deed is available. |
| 6 | In case of Companies/Societies/Associations whether: a. Memorandum and articles/bye-laws of the Company/Society/association authorize to offer its property(ies) as security for loan: | Not Applicable. |

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| | | |
|---|---|--|
| | <p>b. Requisite resolutions have been duly passed by the Company/Society/association for mortgaging the property in favor of the bank:</p> <p>c. Such resolution sets out the names of the persons who are authorized to create charge over the properties, affixing of common seal:</p> <p>d. Whether there are any subsisting charges as per the records of charges with the registrar of Companies over the property offered:</p> <p>e. Brief history/Flow of title, whether all original bank documents are available with the mortgagor, whether there is any defect in the chain of title:</p> | |
| 7 | <p>Description/ State & nature of title of the mortgagor over the property: Whether full ownership rights/limited right/vested remainder rights/lease rights/occupancy/possessory rights or holder of Government grant/ assigned patta</p> | <p>Absolute ownership if all the partners of M/s. Lakshmi Developers and Narendra Nath HUF do sign the deed.</p> |
| 8 | <p>If the title of the property is leasehold rights:</p> <p>a. Whether the lease permits creation of mortgage by the lessee:</p> <p>b. Whether the lease deed has been registered as required under law of registration and the transfer of property act:</p> <p>c. Total duration of the lease, duration of unexpired lease period:</p> <p>d. Whether there are any prejudicial clauses in the lease deed which is likely to affect the leasehold property offered as security or the rights of the mortgagor to mortgage the property:</p> <p>e. Whether the permission from the lessor is a condition for creation of mortgage. Whether the requisite permission has been obtained, with details of such permission:</p> <p>f. In case of Government grants/assigned lands whether the terms of such grant/assignment permit the creation of charge, also whether the requisite permission from the competent authorities is obtained:</p> | <p>No</p> |

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| | | |
|----|--|---|
| 9 | Whether any minor's interest is involved, if so, whether permission from competent court has been obtained for offering the property as security with the details of the order etc., | Nil |
| 10 | Whether property holding of the proposed mortgagor are within the ceiling limits prescribed under the Urban Land (Ceiling & Regulations) Act, 1978: Whether clearance is required to be to be obtained or Notice U/s. 26 of the Act is required before the mortgage is created. If the ULC clearance has been obtained for creating the mortgage in favor of the Bank, or the requisite notice in the regard has been issued whether the same is in order: | No |
| 11 | Whether NO OBJECTION CERTIFICATE under Income tax Acts, 1961, is required to be obtained before the creation of the proposed mortgage. If yes, the reference of such No Objection Certificate, issued by the ITO together with the date be mentioned: | No |
| 12 | State whether the land is affected by any local act, Revenue and tenancy legislations. If so, how and to what extent the right of the mortgagor to create the mortgage and the rights of the bank as mortgagee will be affected. Whether marketability of the holding will be affected by any local acts: | Yes and the same is dealt in the flow of title. |
| 13 | If the property proposed to be mortgaged comprises of agricultural lands: a. Whether the mortgage can be created by the mortgagor in favor of the bank under the tenancy laws for agricultural and non-agricultural purposes: b. Whether the land is mutated in the revenue records in favor of the mortgagee and the holdings is within ceiling limit prescribed: c. Whether Pattadar Pass Book & Title Deed pass books and copies of revenue records have been examined: d. Whether permission for conversion of land from agricultural to residential/ Commercial use is obtained, whether necessary, from the requisite authorities: | No |




| | | |
|----|--|----|
| | <p>e. Whether the mortgage created on the agriculture lands will be subject to any restrictions/ infirmities under the local acts:</p> <p>f. Whether the mortgage/ Charge require or has been registered with the Revenue Authority and/ or Revenue record/ Pass Book:</p> | |
| 14 | <p>If the property to be mortgaged is a Flat/ Apartment in residential or commercial complex whether:</p> <p>a. The documents produced unequivocally establish independent title of the proposed mortgagor:</p> <p>b. Whether the link documents are produced in original or under certified extracts etc.:</p> <p>c. Whether undivided share in the land has been vested in the mortgagor:</p> <p>d. Whether the Vendees to the mortgagor had absolute rights to transfer the flat and they had not encumbered the property for construction of the building or any other purpose:</p> <p>e. Suitable covenants providing for proper enjoyment of the common areas and facilities have been incorporated under the documents:</p> <p>f. The mortgagor/ Builder holds a duly approved plan and clearance for the property offered as security:</p> | No |
| 15 | <p>In case of a gift:</p> <p>a. Whether the original deed available for deposit:</p> <p>b. Whether such documents are registered under the law for the time being in force:</p> <p>c. Whether the will has been probated, in case of devolution of property by a will, the safe guards taken to ensure against impeachment of title to the property offered as security:</p> <p>d. Whether the shares have divided in metes and bounds:</p> | No |

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| | | |
|----|--|-------------------------|
| | e. Whether the mortgage created in favor of the bank will suffer from any infirmities/ Restrictions: | |
| 16 | Whether the possession of the mortgagor over the property offered as security is an unhindered possession for more than 15 years either through himself or through his predecessors in title: Whether any adverse possession exists on the property offered for mortgage: | 14 years |
| 17 | Do the documents produced for inspection disclose any subsisting charges, liens, claims, attachments over the property offered for mortgage: If YES, the details thereof: | No |
| 18 | Whether the requisite property tax/ Land Revenue or other statutory dues have been paid in respect of the property offered as the security up to date and the relative receipts produced: | Yes |
| 19 | Description of the period covered under the Encumbrance Certificate and also about the encumbrances if any, referred therein: | Nil |
| 20 | Is the title tainted by any encumbrances, attachments, claims, whether the property is under acquisition/ notification of the Government(Central or State) or other local authorities or Third Party Claims, liens etc: If exists the details thereof: | No |
| 21 | Confirmation that the latest title deed(s) through which proposed mortgagor derived title to the property as also the immediately preceding title deed(s) are available in original: | |
| 22 | Confirmation by Mortgage by deposit of title deeds(Originals) is possible on the strength of the documents produced for scrutiny: | M/s. Omsree Developers. |



Advocate