



BHAMIDIPATI VENKATA RAMASARMA

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ADVOCATE

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KAKINADA - 533 001. East Godvari District, A.P.

DT.06-03-2017

TITLE INVESTIGATION REPORT

ANNEXURE

A. Name of the "**Borrower**": M/s. Nagarjuna Fertilizers and Chemicals Limited, Hyderabad, Rep. its Manager (Legal), T.Srinivas, S/o. Subrahmanyam, Corporate Office, Nagarjuna Hills, Punjagutta, Hyderabad. [**OWNER**]

B. Name of the **Mortgagor** : M/s.Nagarjuna Fertilizers and Chemicals Limited, Hyderabad, Rep. its Manager (Legal), T.Srinivas, S/o. Subrahmanyam, Corporate Office, Nagarjuna Hills, Punjagutta, Hyderabad. [**PROPOSED LOANEE**]

I, BHAMIDIPATI VENKATA RAMASARMA, Advocate, D.NO.25-4-50/1, Kommireddy Street, Kakinada have investigated the title of M/s.Nagarjuna Fertilizers and Chemicals Limited, Hyderabad, Rep. its Manager (Legal), T.Srinivas, S/o. Subrahmanyam, Corporate Office, Nagarjuna Hills, Punjagutta, Hyderabad..

LIST OF DOCUMENTS SCRUTINISED

Sl. No.	Date of Document	Name and Nature of Document	Document No.	Original/Xerox C.C./T.Copy
1	13.08.2007	Registered Sale deed favoring M/S.Nagarjuna Fertilizers and Chemicals Limited., Hyderabad, Rep. its Manager (Legal) T. Srinivas, S/o. Subrahmanyam executed by Donthamsetty Sriramulu	9003/2007	Xerox copy of Original and Certified copy
2	09.10.2004	Registered will executed by Dontamsetty Vijayalakshmi, W/o.(late) Ananta Bhaskara rao.	437/2004-BK3	Photostat copy
3	26.08.1985	Registered Sale Deed favoring Dontamsetty Vijayalakshmi, W/o.(late) Ananta Bhaskara rao executed by Yenumala Ramanna Dora, S/o. Y.China Venkanna Dora,	9655/1985	Photostat copy



4	11.01.1982	Registered Sale Deed favoring Yenumala Ramanna Dora, S/o. Y.China Venkanna Dora executed by E. Gopalacharyulu, S/o. Rangacharyulu,	257/1982	Photostat copy
5	09.09.1977	Registered Sale deed favoring E. Gopalacharyulu, S/o. Rangacharyulu, executed President the Kakinada Postal Employees Co-operative Building Society Ltd, Rep. its President.	5521/1977	Photostat copy
6	25-06-2015	Property Tax receipt as issued in the name of NFCL, Kakinada, in respect of premises bearing D. no.3-1B-84/1.	Assessment no. 1060041670999	Photostat copy
7	03.09.2015	Encumbrances Certificate as issued by SRO-Kakinada from 01-01-1986 to 02-09-2015	Statement no. 13853806	Original
8	06-03-2017	Online Encumbrances Certificate as retrieved from the records of SRO-Kakinada from 01-01-1983 to 05-03-2017	Statement no. 28888590	Original

MY REPORT ON THE TITLE IS AS UNDER :-

DESCRIPTION OF THE IMMOVABLE PROPERTIES

All that piece and parcel of House site of an extent of Sq.613.53yds. or Sq.512.97mts. in Plot no.15 along with RCC upstairs Building bearing Door no.3-16B-84/1, Assessment no.1060029695 Old ward no.2, Present ward no.7, Block no.3, TS.No.143 situated at Vivekananda Street, Postal Colony, Santhinagar, Kakinada, Previously in Kakinada Municipality, Presently in Kakinada Municipal Corporation, East Godavari District within the limits of Kakinada Sub-Registry bounded by the following boundaries with all easement rights attached thereto as under:-

on or towards East by	Ft.101.3 or 30.86mts. [Site and house of Plot no.16 belonging to Datla Appala Narasimharaju]
on or towards West by	Ft.100 or 30.48mts. Site and House of Plot no.14 belonging to DV.Krishnam Raju bearing Door no.3-16-C7.
on or towards North by	Ft.55.0 or Sq.16.76mts Road
on or towards South by	Ft.54.9 or Sq.16.69mts Site and house of Plot no.31 belonging to V.Ramakrishna Chowdary bearing Door no. 3-16B-82

2. DEVOLUTION OF TITLE:

The schedule site and House property covered under this opinion is originally disposed off as site Plot property admeasuring of an extent of Sq.597yds. vacant site by the then president, representing the Kakinada Postal employees Co-Operative Building Society Ltd., Kakinada, to one of its members by name, Sri.Eyyunni Gopalacharyulu, S/o. Rangacharyulu, as plot site no.15, at the rate of Rs.10/- per Square Yard By means of execution, Registration of Sale deed bearing document no.5521/1977, by providing all usual warranties as to title and thereto the said extent of site property conveyed while acknowledging receipt of sale consideration by delivering possession unto him. Where-by the said vendee, Sri.Eyyunni Gopalacharyulu, S/o. Rangacharyulu, has become absolute owner to the extent of site property conveyed unto him.

Pursuant to the ownership rights at his disposal, the said vendee, Sri.Eyyunni Gopalacharyulu, S/o. Rangacharyulu, covering his document no. 5521/1997 in his turn is said to have enjoyed the self-same extent of property at his disposal until 11.01.1982, the day on which he is said to have disposed his site property favoring one, Yenumala Ramanna Dora, S/o. Lachi Venkanna dora, by means of execution, Registration of sale document no.257/1982, for a recited and acknowledged sale consideration of Rs.23,880/-, by delivering possession unto him. While providing all usual warranties as to his right title and interest thereto. Where-by the said vendee has become absolute owner to the extent of property conveyed unto him.

Pursuant to the ownership rights at his disposal, the said vendee, Yenumala Ramanna Dora, S/o. Lachi Venkanna Dora, covering document no.257/1982, in his turn is said to have enjoyed the same has site property and is said to have put-up the same for sale on account of his necessities so also as the site property availability to him remind unremunerative and with an intension to invest the proceeds of sale else where of his choice and in that course is said to have disposed on 26.08.1985 favoring one, Dontamsetty Vijaya Lakshmi, W/o. Anantha Bhaskar rao, vide execution, registration of sale deed bearing document no.9655/1985, by delivering possession unto her acknowledging receipt of entire sale consideration by providing all usual warranties as to his right, title and interest thereto the schedule of property conveyed unto her. Where-by the said vendee has become absolute owner to the extent of property conveyed unto him.

Pursuant to the ownership rights at her disposal, the said vendee, Dontamsetty Vijaya Lakshmi, W/o. Anantha Bhaskar rao, covering her document of title 9655/1985, in her turn is said to have enjoyed the above mentioned site property as purchased by her during her lifetime by constructing a residential building therein after securing finance there for from Punjab National Bank Kakinada, and is said to have made a living therein by her in her own right subjecting the same to assessment for taxation in her name and by securing a door no.3-16B-84/1 and Assessment no.1060029695 by also securing a power service connection in her name. The said owner, Dontamsetty Vijaya Lakshmi, W/o. Anantha Bhaskar rao, when she was aged 69 years she was executed a Registered will on dated 09-10-2004, vide document no.437/2004/BK3 before DRO-Kakinada. The said owner as testator while executing the said testament has recited on the lines that, she is in a hale and healthy state and that her husband is said to have passed away on 07.06.2004, and that on account of changed scenario, and from the date of death of her husband she is said to have felt uneasy of events at home and came to a conclusion to resolve to things at her disposal by meeting the possible contingences and is said to have attempting execute a testament.

The testator has accounted for to her family members in her testament as comprising of her sons respectively by names, Vinayaka Veeraghava Srinivasa raju, 2.Sriramulu 3. Sri Ramana Sivapanchakshiswara rao and that she not no female children. That testator further refers to the factum inculcation of education and performance of marriages of her children are said to have over to during the lifetime of her husband. The testament is said to have referred to the status of her children and that her Third son by name Sri Ramana Sivapanchakshiswara rao, is said to have left them un informed of his whereabouts even during the lifetime of her husband and 11 years have elapsed by the date of her testament and where-by his wife by name Damayanthi and only son by name, Manikanteswara rao, together are with their couple until the demise of the husband of testator and that as at present she is said to be living along with them.

The testator has referred to the factum of execution of a testament by her husband during his lifetime and is said to have conferred properties upon Manikanteswara rao and that she the testator is said to have distributed all her Gold and silver ornaments to her two available sons by retaining some ornaments to her disposal with an intention to



confer them upon her three Daughter- in Law's after her lifetime in equal proportions with a direction to partition amongst themselves. ***The testator has made a mention as regards the subsisting encumbrance over the schedule of property covered under this opinion which is meant for bequeathment to her second son.*** In this testament the testator has specifically referred to the properties that are bequeathed to her to her eldest and second son respectively so also the source documents of her title the testator is a signatory in colloquial telugu Language and is said to have executed this testament in presence of the attendant attestors D.Damayanthi and one , A.Nandhi Keswara rao. the testament of the testator is scribed by one, Mulukutla Venkata Somayajulu, a licensed document writer of Kakinada on the testament of testator is proved by herself by presenting before the District Registrar Kakinada, in the presence of two identifying witnesses. The testator has placed her thumb impression in token acceptance of and by presenting her photo graph on the last page of her testament in terms of Section 32A, of Indian Registration Act, 1908 and the earlier Attesters are also said to have acted as attestors, on this sheet. This testament of the testator is duly executed and validly registered in terms of Law.

The testator, Smt. Dontamsetty Vijaya Lakshmi, is said to have given effect to her testament upon her demise on dated 11.04.2005, viz., the very next year of execution of testament and which period falls short of one year and where-by the legates under the testament have become absolute owners to the properties conferred upon them and which properties in terms of Law are their separate and self-Acquired properties.

Pursuant to the ownership rights at his disposal, pertaining the schedule property covered this under opinion, Sri Dontamsetty Sriramulu, is said to have assumed possession and enjoyment thereof in his own right and per his enjoyment as against the document of title extent of Sq.597yds. of site, he is said to be in possession and enjoyment per measurement Sq.613.53yds. of site and building therein.

The said owner, Sri Dontamsetty Sriramulu, in his turn is said to have put-up the same for sale as he is in need of money's to discharge the subsisting outstanding loan amounts on the strength of the security of interest of the schedule property. In other words the said owner is said to have got a burdened estate, which is subject to discharge of an emcumbrance, it is in that course the said owner is said to have disposed off the schedule site and House property comprising of RCC Roof

Ground, First and Second Floors Residential Buildings for a recited and acknowledged Sale consideration of Rs.75,00,000/-, favoring M/s. Nagarjuna Fertilizers and Chemicals Ltd., Hyderabad by means of execution, registration of document no.9003/2007, by delivering possession unto the said company represented by its Designated officer, while providing all usual warranties to its right, title and interest over the schedule of property conveyed unto it. Where-by the said company has become absolute owner to the extent of property conveyed unto it. This document is duly executed and adequately stamped and validly registered.

As can be the Certificate of Encumbrances as issued by SRO-Kakinada pertaining to the schedule property it reflects to the present title of "M/S. NFCL", Kakinada, so also its source document of title and further it offers no encumbrances of the property in any manner.

For the above discussion of mine, I am off the considered opinion that, the present agreement-vendor tracing from the rights invested in him vide document No.2036/2013 by his Vendor-Owner by name, "M/s. Nagarjuna Fertilizers and Chemicals Limited", Kakinada, has got absolute and marketable title over the schedule property, which property extracted in the schedule of property covered under this opinion of mine, and the loan proposal of the proposed loanee, M/s. Nagarjuna Fertilizers and Chemicals Limited., Kakinada, can be processed by securing the documents suggested hereunder as to deposit by way of equitable mortgage in terms of Section.58 [f] of Transfer of Property Act, 1882 by duly subjecting the hypotheca of transaction to requisite stamping and proper noting with SRO-Kakinada within whose limits the schedule of property is situated in order to enure a valid security of interest.

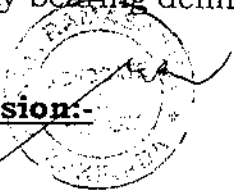
3. Minor's Interest / HUF Property:

No Minors interest is involved.

4. Mutation of the name of the owner in revenue records:

As regards the mutations with the local authority is concerned over the schedule property, As can be seen from the Tax Receipt Placed at my disposal it reflects to payment of half year ending 2015 Taxation to local authority by the present owner, "M/s. NFCL, Kakinada" which is of recent origin. The schedule property is situated within the limits of Kakinada City bearing defined Town survey number 143.

5. Possession:-



5. Possession:-

The schedule property is in the constructive possession and enjoyment of present owners cum Proposed Loanee, M/s. Nagarjuna Fertilizers and Chemicals Limited., Kakinada, which factum can be culled-out both from its possessory as well as legal title and for the discussion entertained by me supra.

6. Payment of municipal/ local taxes/cess etc.:

As regards the mutations with the local authority is concerned over the schedule property, As can be seen from the Tax Receipt Placed at my disposal it reflects to payment of half year ending 2015 Taxation to local authority by the present owner, "M/s. NFCL, Kakinada" which is of recent origin.

7. Applicability of the Urban Land (Ceiling and Regulation) Act, 1976 (ULCRA):

Not a subject matter of ULCRA.

8. Applicability of Local laws:

Not Applicable, as such No impediment in creation of valid mortgage of the schedule property.

9. Searches:

The Certified Copies of Documents of Title of present owners cum Proposed Loanee M/s. Nagarjuna Fertilizers and Chemicals Limited., Kakinada, is obtained by me and its Predecessor in interest in title is verified by me and detailed in the tabular of documents scrutinized show that, they are in conformity with the produced documents of title for my scrutiny.

i) Searches in the Office of Sub-Registrar of Assurance:

Certified Copies are applied from SRO-Kakinada in respect of documents of title bearing document No.9003/2007 and it is found to be in conformity with the schedule property and its flow of title. As regards the encumbrance Certificate as issued by SRO-Kakinada through process of Meeseva Authority for a span of 29 years commencing from 01-01-1986 to 02-09-2015 obtained by me from the SRO-Kakinada which reflect to the documents discussed supra in detail relating to the documents of title of present owners cum Proposed Loanee, M/s. Nagarjuna Fertilizers and Chemicals Limited., Kakinada, and its

predecessors in interest in title and further show that, there are no encumbrances over the schedule property operating as a clog over the title of present owners cum Proposed Loanee hereto this LSR.

ii) **Enquires made in the Officer of Mandal / Revenue Officer,:**

[If the Immovable Property is agricultural property, necessary enquiries are required to made in the Office of the Mandal / Revenue Officer, concerned.]

Not required since the schedule property is situated as a Lay-out Plot site in a city having got Town Survey number and Municipal Tax Assessments.

iii) **Searches in the Office Registrar of Companies:**

Not applicable.

iv) **Lispendens:**

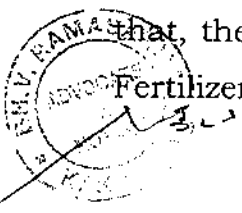
From the documents placed for my scrutiny and in conjunction with records of SRO-Kakinada, there are no traces of any lis pendens so far as regards the schedule property.

10. Site Inspection:

The schedule property from its nature is predominantly situated in residential vicinity and this apart, as can be seen from the Tax Receipt placed at my disposal, which shows the mutation of title with the local authority in the name of NFCL, Kakinada and as regards inspection of site is concerned, such a recourse has got to be undertaken through panel Engineer-Valuer especially when the schedule of property covering this opinion was initially Lay-out as a Plot site admeasuring of an extent of Sq.597yds of site and conveyed as such vide document numbers 5521/1977; 257/1982, and 9655/1985, while the self-same extent of Site is conveyed per physical measurements within the self-same defined boundaries vide document no.9003/2007. It is settled Law that, ***Boundaries Prevail Over Extents*** and as such this clause is not within the domain of advocate and false only within the domain of panel valuer since a site inspection is mooted.

11. Conclusion and Recommendations:

For the above, I may reiterate that, I am of the considered opinion that, the present owner cum proposed proposed loanee, M/s. Nagarjuna Fertilizers and Chemicals Limited., Kakinada has got absolute and



marketable right, title over the schedule property, which property is extracted in the and covered under this opinion of mine, and it can validly offer the same towards security of interest for its intended loan favouring, **Industrial Bank of Development India, Mumbai**, by deposit of the documents of title which are suggested in the tenor and manor detailed hereunder in terms of Section.58 [f] of Transfer of Property Act, 1882 and in case the hypotheca of transaction is reduced to writing, then the transaction has got to be subjected to requisite stamping and proper noting with SRO-Kakinada within whose present limits the schedule of property is situated in order to enure a valid security of interest.

12. Certificate:

I certify that M/s. Nagarjuna Chemicals and Fertilizers Ltd., Kakinada City has got absolute, clear marketable title over the schedule property detailed above.

Kakinada

Date: 26-09-2015

[BHAMIDIPATI VENKATA RAMASARMA-ADVOCATE]





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LIST OF DOCUMENTS SUGGESTED TO BE OBTAINED FROM
PROPOSED LOANEE/MORTGAGOR TOWARDS SECURITY OF
INTEREST IN TERMS OF SECTION 58 (f) OF TRANSFER OF PROPERTY
ACT, 1882.

Sl. No.	Date of Document	Name and Nature of Document	Document No.	Original/Xerox C.C./T.Copy
1	13.08.2007	Registered Sale deed favoring M/S.Nagarjuna Fertilizers and Chemicals Limited., Hyderabad, Rep. its Manager (Legal) T. Srinivas, S/o. Subrahmanyam executed by Donthamsetty Sriramulu	9003/2007	Original and Certified copy
2	09.10.2004	Registered will executed by Dontamsetty Vijayalakshmi, W/o.(late) Ananta Bhaskara rao.	437/2004-BK3	Photostat copy
3	26.08.1985	Registered Sale Deed favoring Dontamsetty Vijayalakshmi, W/o.(late) Ananta Bhaskara rao executed by Yenumala Ramanna Dora, S/o. Y.China Venkanna Dora,	9655/1985	Original
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5	09.09.1977	Registered Sale deed favoring E. Gopalacharyulu, S/o. Rangacharyulu, executed President the Kakinada Postal Employees Co-operative Building Society Ltd, Rep. its President.	5521/1977	Original
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ADVOCATE.



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KAKINADA - 533 001. East Godavari District, A.P.**

DT: 06-03-2017

To

IDBI Bank Limited,
CORPORATE OFFICE
MUMBAI

CERTIFICATE OF GENUINENESS OF TITLE DEEDS

I BHAMIDIPATI VENKATA RAMASARMA, Advocate, Kakinada hereby certify that, the Title deeds that are scrutinized by me in the tenor and manor and mentioned in the tabualr of documents enlisted hereunder for rendering my legal scrutiny Report in the loan proposals of M/S NFCL-Hyderabad. The Original document verified by me with the corresponding certified copies of documents obtained by me and mentioned in the tabulars from the concerned SRO-KAKINADA are found to be consistent with the records of said SRO-KAKINADA and that-way the said documents of title are found to be genuine documents. The NFCL Organisation is capable of offering its properties towards valid security of interest for its intended loan relating to documents of title detailed hereunder, off which this genuineness certification is being furnished vide this certification of mine in favour of IDBI BANK Limited.

Sl. No.	Date of Document	Name and Nature of Document	Document No.	Original/Xerox C.C./T.Cop y
1	13.08.2007	Registered Sale deed favoring M/S.Nagarjuna Fertilizers and Chemicals Limited., Hyderabad, Rep. its Manager (Legal) T. Srinivas, S/o. Subrahmanyam executed by Donthamsetty Sriramulu	9003/2007	Original and Certified copy

I am aware that IDBI Bank shall place reliance on this certificate for the purpose of mortgage and disbursement of loan

Advocate,

STATEMENT OF ENCUMBRANCE ON PROPERTY

Date : 06-03-2017 18:32:21

Ser/ Smt: BH.V.RAMASARMA-ADVOCATE-KAKINADA

App. No: 12888418

Registration No: 128888590

VILLAGE: Kakinada(urban) CH Kakinada(urban) , Ward - Block: 6 - 3, House No: 3-16B-84/1, Plot No: 15, SURVEY NO: 143, Bounded by NORTH : 55 FTOR 16.76 MTS.ROAD , SOUTH : 54FT 9 INCHESOR 16.69MTS, SITE&HOUSE OF PLOT NO.31 BELONGING TO V.RAMAKRISHN, EAST : 101FT 3 INCHESOR 30.86MTS, SITE&HOUSE OF PLOT NO.16 BELONGING TO DATLA APPALANAR, WEST : 100 FTOR 30.48 MTS, SITE&HOUSE OF PLOT NO.14 BELONGING TO D.V.KRISHNAMRAJU

Search has been made in Book 1 and in the indexes relating thereto S.R.O. KAKINADA(R.O) for years 34 from 01-01-1983 to 05-03-2017 for acts and encumbrances affecting the said property, and that on such search the following acts and encumbrances appear.

1/3	VILL/COL: Kakinada(urban)/RESIDENTIAL W-B: 6-3 SURVEY: 143 PLOT: 15 HOUSE: 3-16B-84/1 EXTENT: 613.53SQ.Yds BUILT: 3905SQ. FT Boundries: [N]: 55 FTOR 16.76 MTS.ROAD [S] 54FT 9 INCHESOR 16.69MTS, SITE&HOUSE OF PLOT NO.31 BELONGING TO V.RAMAKRISHN [E]: 101FT 3 INCHESOR 30.86MTS, SITE&HOUSE OF PLOT NO.16 BELONGING TO DATLA APPALANAR [W]: 100 FTOR 30.48 MTS, SITE&HOUSE OF PLOT NO.14 BELONGING TO D.V.KRISHNAMRAJU Link Doct:437/2004 of SRO 413 Link Doct:9655/1985 of SRO 413	(R) 13-08-2007 (E) 13-08-2007 (P) 13-08-2007	U:01 Sale Deed Mkt.Value:Rs. 3335760 Cons.Value:Rs. 7500000	1.(EX)DONTHAMSETTY SATRAMULU 2.(CL)M/S.NAGARUNA FERTILIZERS AND CHEMICALS LIMITED, HYDERABAD	0/0 CD Volume: 335 9003/2007 (1) of SRO KAKINADA(R.O)(413)
2/3	VILL/COL: RAMANAVAYAPETA/Residential Basavenagar W-B: 10-10 SURVEY: 291/2 PLOT: 51 HOUSE: 10-449NEAR EXTENT: 166.22SQ.Yds SITE NEAREST DNO: 10-449 Boundries: [N]: 34.FT OR 10.36MTS ROAD [S] 34.FT OR 10.36MTS SITE SOLD TO ARAVA RAMATHULAST [E]: 44.FT OR 13.41MTS LEFT FOR 5.FT WIDE WAY SITE [W]: 44.FT OR 13.41MTS PLOT NO.52 VETSA CHINA RATNAVATHI SITE Link Doct:46/1998 of SRO 413	(R) 20-01-2004 (E) 19-01-2004 (P) 19-01-2004	0101 Sale Deed Mkt.Value:Rs. 132976 Cons.Value:Rs. 133000	1.(CL)KUDIPUDI NAGALAKSHMI 2.(EX)GOPSETTI JAYAGOPAL	0/0 CD Volume: 243 437/2004 (6) of SRO KAKINADA(R.O)(413)
3/3	VILL/COL: KAKINADA URBAN W-B: 2-2 SURVEY: , 143, PLOT: , 15, HOUSE: 3-16-C7, EXTENT: , 597.000 Y, 499.170 M, Addl.Desc: DEP N PLOT]STREET 16 STREET 16 Boundries: [N]: 18.3 YDS, ROAD [S] 18.3 YDS, PLOT NO.31 SITE [E]: 33 YDS, PLOT NO.16 D.APPALA NARASIMHA RAJU COMPOUND WALL [W]: 32.3 YDS, PLOT NO.14 P.V.KRISHNAM,RAJU COMPOUND WALL	(R) 28-08-1985 (E) 26-08-1985 (P) 26-08-1985	5A SALE Mkt.Value:Rs. 45000, Cons.Value:Rs. 45000,	1.(E)YANUMALA RAMANNA DORA 2.(C)VJAYALAKSHMI DONTHAMSETTI	2033/51 9655/1985 (1) of SRO KAKINADA(R.O)(413)

Disclaimer:

- 1.This Report is for Information only.
- 2.Boundaries,Extent and Built Up are not used in electronic search, they are meant for registering officer for selecting or deselecting for the search results.
- 3.The encumbrances shown in the eFC are those discovered with reference to the description of properties furnished by the applicants at the time of Registration.
- 4.All efforts are made for accuracy of data. However in case of any conflict, original data shall prevail.
- 5.In case system responds by "Data Not Found", for confirmation approach SRO concern.
- 6.Result : '3 out of 4 are included in the statement.'

Print back Excel Report