

Date: 29.6.2022

To,

M/S. REDDY STRUCTURES PRIVATE LIMITED

A Company registered under Indian Companies Act, 1956
Having its office at No.133/1,
The Residency, 2nd Floor,
Residency Road, Bangalore - 560 025
Represented by its Managing Director,
SRI. K. PRAVEEN

Sir,

Sub : Furnishing of Title Report in respect of converted land bearing Sy.No.25/1 measuring 3 Acres 20 Guntas situated at Kommaghatta Village, Kengeri Hobli, Bangalore South Taluk, converted from agricultural to non-agricultural residential purpose vide Conversion Order No.B.DIS.ALN.SR.(S)234/1994-95 dated 17.7.1995.

LEGAL OPINION

1. SCHEDULE PROPERTY :

All that piece and parcel of vacant undeveloped residentially converted land bearing Sy.No.25/1 measuring 3 Acres 20 Guntas situated at Kommaghatta Village, Kengeri Hobli, Bangalore South Taluk, converted from agricultural to non-agricultural residential purpose vide Conversion Order No.B.DIS.ALN.SR.(S)234/1994-95 dated 17.7.1995 and bounded on:

East by : Road
West by : Land bearing Old Sy.No.24 New Sy.No.129
North by : Ramasandra Village Boundary
South by : Road and thereafter remaining portion in Sy.No.25/1

The Schedule Property is undeveloped converted land.

2. OWNER:

SRI.B.A.KRISHNA MURTHY

Residing at No.9, "Muthamma Nilaya",
Papaiah Street, Doddamavalli,
Bangalore – 560004

3. DEVELOPER:

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4. DESCRIPTION OF THE DOCUMENTS PERUSED :

- 1)** Absolute Sale Deed dated 6.10.1942 vide registration No.1339/1942-43
- 2)** Absolute Sale Deed dated 21.6.1959 vide registration No.1429/1959-60
- 3)** Index of Lands and Record of Rights
- 4)** Absolute Sale Deed dated 16.1.1966 vide registration No.4596/1965-66
- 5)** Absolute Sale Deed dated 10.3.1966 vide registration No.5453/1965-66
- 6)** General Power of Attorney dated 28.5.1994 vide registration No.159/1994-95
- 7)** Absolute Sale Deed dated 14.08.2003 vide registration No.12334/2003-04
- 8)** Joint Development Agreement dated 16.11.2012 vide registration No.7246/2012-13
- 9)** General Power of Attorney dated 16.11.2012, registration No.235/2012-13
- 10)** Conversion Order dated 17.7.1995 vide No.ALN.SR(S)234/1994-95
- 11)** Revised Conversion Order dated 24.6.2013 vide No.ALN.SR(S)234/1994-95
- 12)** E-Khatha issued by Sulikere Grama Panchayath, Kommaghatta, Bangalore South Taluk
- 13)** Tax paid receipts
- 14)** Endorsement dated 14.7.2015 for non-availability of RTC for the period 1969 to 1974, 1979 to 1984 and 1994 to 1997.
- 15)** RTC for the period 1969-70 to 1973-74, 1974-75 to 1979-80, 1979-80 to 1983-84, 1984-85 to 1988-89, 1989-90 to 1993-94, 1994-95 and 1997-98 to 2001-02.
- 16)** RTC for the period 2001-02 to 2014-15, 2016-17 & 2017-18
- 17)** M.R No.2/1973-74
- 18)** M.R No.3/1973-74

19)M.R No.T7/2013-14

20)Mula Karda of Sy.No.25

21)Hissa Survey Tippani of Sy.No.25

22)Akarbandh of Sy.No.25/1

23)Kommaghatta Village

24)BMICAPA Intimation Letter dated 5.8.2016 to pay Single Plot Plan Sanction charges.

25)BMICAPA Commencement Certificate dated 2.9.2016 for Single Plot Plan Sanction.

26)NOC issued by State Level Environment Impact Assessment Authority, Karnataka dated 3.10.2013.

27)NOC issued by Airports Authority of India dated 28.4.2015.

28)NOC issued by BSNL dated 28.05.2015

29)NOC issued by KSPCB dated 24.4.2018

30)Revised/Corrigendum issued by State Level Environment Impact Assessment Authority, Karnataka dated 29.12.2017

31)NOC issued by BESCOM dated 28.6.2019

32)NOC issued by Karnataka State Fire & Emergency Services dated 24.10.2018.

33)Commencement Certificate dated 7.8.2019 issued by BMICAPA.

34)Sanction Plan

35)Construction License

36)Encumbrance Certificates from 1.4.1940 to 14.2.1957, 1.4.1959 to 31.05.1989, 1.4.1957 to 31.3.1959, 1.6.1989 to 2.8.1992, 2.8.1992 to 31.3.2004, 1.4.2004 to 23.08.2012, 1.4.2004 to 6.7.2015 and 1.4.2015 to 3.1.2022.

5. ACQUISITION OF TITLE – REGARDING :

Originally the much larger property bearing Sy.No.25 measuring 31 Acres 15 Guntas belongs to one Rudrappa from time immemorial. The said Rudrappa S/o Kempaiah had conveyed an extent of 25-00 Acres out of 31 Acres 15 Guntas of Kommaghatta Village in favour of Sri.Asheervadam S/o Ramalingam under the Sale Deed dated 6.10.1942 vide registration No.1339/1942-43.

Subsequently the said Sri.Asheervadam S/o Ramalingam had conveyed an extent of 9-00 Acres and executed the Sale Deed in favour of Mr.Abdul Gafar Sab S/o Fathe Hyder Sab as per the terms of the Sale Deed dated 21.6.1959 vide registration No.1429/1959-60 registered in the office of Sub-Registrar Bangalore South Taluk.

Subsequently the said Smt.Sufia Bi W/o Late Abdul Gafarsab and her major children by names Mohammed Khasim @ Mukbul, Gauhar jan Bi, Kurshid Jan Bi, Shireen Jan Bi and her minor children by names Abdul Basheer, Ameer nabi, Babu and Mohammed Shareeb have conveyed an extent of 9-00 Acres in favour of Smt.Safoora Bi W/o K.Jabbar Khan as per the terms of Sale Deed dated 16.1.1966 vide registration No.4596/1965-66. The Khatha is also made out in the name of Smt.Safoora Bi vide M.R.No.3/1973-74 and RTC also stands in her name.

Whereas Fazaluddin S/o Late Abdul Gafarsab was not made party in the said Sale Deed dated 16.1.1966 vide registration No.4596/1965-66. However the said Fazaluddin S/o Late Abdul Gafarsab had conveyed his share and executed a Sale Deed in favour of Smt.Safoora Bi and had confirmed and affirmed the transaction of the said Sale Deed and had confirmed that he has no claims, right, title and interest over the said property as per the terms of Sale Deed dated 10.3.1966 vide registration No.5453/1965-66.

Whereas the Sy.No.25 was phoded and assigned a New Sy.No.25/1. Subsequently the said Smt.Safoora Bi W/o Late Jabbar Khan @ K.Anwar had executed a General Power of Attorney dated 28.5.1994 vide registration No.159/1994-95 registered in the office of the Sub-Registrar Kengeri, Bangalore in favour of Smt.S.Vijayakumari W/o Sri.B.A.Krishnamurthy in respect of Sy.No.25/1 measuring 3 Acres 20 Guntas.

Subsequently the said Smt.Safoora Bi W/o Late Jabbar Khan @ K.Anwar and her children Javeed Khan, Sajid Khan, Fhareed Khan, Wajid Khan, Jabeer Khan, Smt.Fareeda Banu and Sri.B.A.Krishnamurthy had entered into a Sale Agreement dated 18.1.1993 in respect of Sy.No.25/1 measuring 3 Acres 20 Guntas.

Subsequently the said Smt.Safoora Bi had approached Special Deputy Commissioner, Bangalore District for conversion of land from agricultural to non-agricultural residential purpose vide Conversion Order No.BDS:ALN.SR.(S)234/1994-95 dated 17.7.1995 in respect of Sy.No.25/1 measuring 3 Acres 20 Guntas and revised Conversion Order dated 24.6.2013 is also obtained and produced.

Subsequently the said Smt.Safoora Bi W/o Late K.Jabbar Khan @ K.Anwar represented by her GPA Holder Smt.S.Vijaya Kumari W/o Sri.B.A.Krishnamurthy had conveyed an extent of 3 Acres 20 Guntas in Sy.No.25/1 and executed a sale deed in favour of Sri.B.A.Krishnamurthy S/o Late M.Abbayappa as per the terms of the Absolute Sale Deed dated 14.08.2003 vide registration No.12334/2003-04 registered in the office of the Sub-Registrar Kengeri, Bangalore. The E-Khatha is also made out in the name of B.A.Krishnamurthy on the file of Sulikere Grama Panchayath, Kommaghatta, Bangalore South, Bangalore and upto date tax is also paid.

Subsequently the said Sri.B.A.Krishnamurthy S/o Late M.Abbayappa has entered into Joint Development Agreement with M/s.Reddy Structures Pvt Ltd., represented by its Managing Director Mr.K.Praveen for developing 3 Acres 20 Guntas in Sy.No.25/1 under Joint Development Agreement dated 16.11.2012 vide registration No.7246/2012-13 and General Power of Attorney was also executed vide GPA dated 16.11.2012 vide registration No.235/2012-13 both registered in the office of the Sub-Registrar Begur, Bangalore.

As per the terms of the said Joint Development Agreement the said M/s.Reddy Structures Pvt Ltd., represented by its Managing Director Mr.K.Praveen is entitled to put up construction of residential apartments on the Schedule Property and is entitled to 64% undivided right, title and interest in the Schedule Property along with rights to retain and sell 64% super built up area constructed on the Schedule Property along with 64% parking area. The Owner is entitled to remaining 36% super built up area constructed on the Schedule Property along with 36% parking area apart from retaining 36% undivided right, title and interest in the Schedule Property. The Owner has also executed a General Power of Attorney in favour of M/s.Reddy Structures Pvt Ltd., for conveying the residential apartments along with proportionate undivided right, title and interest in the Schedule Property along with Car Parking area falling to the share of M/s.Reddy Structures Pvt Ltd., under the said Joint Development Agreement. However, the apartments falling to the share of the Land Owner and M/s.Reddy Structures Pvt Ltd., requires to be identified.

Subsequently the said M/s.Reddy Structures Pvt Ltd., represented by its Managing Director Sri.K.Praveen, the Plan was sanctioned and Commencement Certificate also issued by BMICAPA (Bangalore Mysore Infrastructure Corridor Area Planning Authority) vide LP No. BMICAPA/NaYo-3/Building License/7/2016-17 dated 07.08.2019 comprising of Two Basements, Ground Floor plus Ten Upper Floors and Terrace Floor, consisting of 312 residential apartments comprising in A, B, C & D Blocks and General License No.1047028 dated 4.9.2020 issued by Sulikere Grama Panchayath.

6. ENCUMBRANCE:

- Encumbrance Certificate for the period from 1.4.1940 to 14.2.1957, 1.4.1959 to 31.05.1989, 1.4.1957 to 31.3.1959, 1.6.1989 to 2.8.1992, 2.8.1992 to 31.3.2004, 1.4.2004 to 23.08.2012, 1.4.2004 to 6.7.2015 and 1.4.2015 to 3.1.2022.

7. OPINION :

Hence, I am of the opinion that the Owners herein have acquired clear and marketable title in respect of the Schedule Property and hence the title is clear and marketable.

Further, in view of the Joint Development Agreement and General Power of Attorney executed by the Owners, M/s.Reddy Structures Pvt Ltd., is empowered to sell or mortgage 64% undivided right, title and interest in the Schedule Property along with right to convey the constructed area to the extent of 64% constructed on the Schedule Property along with 64% Car Parking area.

Thanking you,

Yours faithfully,