

VEENA RAO

(ADVOCATE & LEGAL CONSULTANT)

CHAMBERS

JAYPEE ASSOCIATES

-----"LAW FIRM"-----

38, "KRISHNA"

I Cross Road

Malleswaram

BANGALORE - 560 003.

Phone :23560365/23468742

Mobile : 9448809185

Email:veenajaypee@gmail.com

Dated: 07.11.2018

To

M/s.MN LANDMAARK

No.11, AS Complex, 8th Main Road

Somashekarappa Layout

Basaveshwaranagar

BANGALORE- 560 079.

---PROJECT REPORT ---

OF

MN LANDMAARK

PROMOTERS - M/s.MN LANDMAARK

SUBJECT : All that piece and parcel of the **immovable property** being the Undeveloped **residentially converted land** bearing Survey No.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, measuring 03 Acres 29 Guntas, (including the land relinquished in favour of the Bruhat Bangalore Mahanagara Palike) (residentially converted vide Official Memorandum dated 21.01.2010 bearing No.ALN (S)/SR(KEM) 139/ 2009-10, issued by the office of the Special Deputy Commissioner, Bangalore District), presently within the revenue administrative jurisdiction of the Bruhat Bangalore Mahanagara Palike.

PLANNING AUTHORITY:

SANCTIONED BUILDING PLAN dated **05.11.2018**, vide **BBMP/Addl.Dir/JD South LP.NO.0253/2017-18**, sanctioned by the **Bruhat Bangalore Mahanagara Palike**, for the Development and construction of the **residential Apartment Complex** known as **"MN LANDMAARK"**, comprising of in the extent of land measuring 3 Acres 29 guntas (including the land relinquished in favour of the Bruhat Bangalore Mahanagara Palike) consisting of Basement, Ground plus 33 upper floors of 468 residential Units.



1) NAME AND ADDRESS OF THE OWNER/TITLE HOLDER/S:

1. Mrs.B.V.JAYALAKSHMI

Aged about 62 years
D/o. Late.P.N. Venkataramanaswamy
Resident of : No.127/11
Bull Temple Road
K.G.Nagar
Bangalore - 560 019.

2.Mrs.B.N.CHETHAN

Aged about 32 years
D/o. Late.B.V.Nanjundappa
Resident of :
No.67/1-11, 7th Cross
Subramanyapura Main Road
Kadirenahalli ,
B.S.K, 2nd Stage
Bangalore - 560 070

3.Mrs.B.N.MADHURYA

Aged about 28 years
D/o. Late.B.V.Nanjundappa
Resident of No.1075/2
8th Cross, St Thomas Town
Lingarajapuram
Kacharakanahalli
Bangalore - 560 084.

4.Mrs.SHANTHA

Aged about 51 years
W/o. Late.B.V.Jayanth

4a.Mr.B.J.KIRAN

Aged about 30 years
S/o. Late.B.V.Jayanth

Sl No.4 and 4a are
Residents of :
No.457, ITI Layout
Opp to Gopalan Orchade
Mysore Road
Bangalore - 560 039.

5.Mrs.B.JAYAMMA

Aged about 49 years
W/o. Late.B.V.Somashekar



5a.Mr.B.S.PUNEETH

Aged about 27 years
S/o. Late.B.V.Somashekar

5b.MS.B.S.NAVYASHREE

Aged about 21 years
D/o. Late.B.V.Somashekar

Sl No. 5, 5a and 5b
Residents of :
No.18, 1st Main Road
BHEL Layout,
Kenchenahalli, R.R.Nagar
BANGALORE -560 098.

6.Mrs.B.V.PREMA KUMARI

Aged about 52 years
D/o.Late.P.N.Venkataramana
swamy
Resident of :
No.26, Rajarajeshwari Nilaya,
5th Main, 5th Cross
Kengeri Satellite Town
BANGALORE - 560 060.

1a) NAME AND ADDRESS OF THE CONFIRMING PARTY:

1. Mr.DAYANANDA

S/o.Mr.B.N.Thimma Reddy
Aged about 52 years
Residing at : Bommasandra
Anekal Taluk
Bangalore-560 099.

2. M/s.BHARATH INFRA TECH PRIVATE LTD.

A Company registered under the
Companies Act, 1956,
having its registered office at :
No.186, 1st Cross,
Hosur Main Road,
Wilson Garden,
Bangalore-560 027.

REPRESENTED BY ITS
CHAIRMAN
Mr.DAYANANDA.



1b) NAME AND ADDRESS OF THE DEVELOPER:

M/s.M.N.LANDMAARK

A Partnership Firm
Registered under the
Indian Partnership Act
and having its
Registered Office at:
No.11, A.S.Complex
Somashekarappa Layout
8th Main, Basaveshwaranagar
BANGALORE – 560 079.

Represented by its
Managing Partners
Mr.D.RAGHU & Mr.S.ARUN

DESCRIPTION OF THE IMMOVABLE PROPERTY:

SCHEDULE PROPERTY

All that piece and parcel of the immovable property being the Undeveloped converted land bearing Survey No.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, measuring 03 Acres 29 Guntas, (converted vide Official Memorandum dated 21.01.2010 bearing No.ALN (S)/SR(KEM) 139/ 2009-10, issued by the office of the Special Deputy Commissioner, Bangalore District), presently within the revenue administrative jurisdiction of the Bruhat Bangalore Mahanagara Palike.

East by : Remaining portion of Survey No.13 and 14/1
Belonging to Mrs.Yashodha

West by : Private property belonging to Mrs.Sharadamma

North by : Road

South by : Vrushabhavathi River



Hereinafter referred to as the Schedule Property.

PARTICULARS OF THE DOCUMENTS SCRUTINIZED SERIALY AND CHRONOLOGICALLY.			
Sl. No.	DATE	DESCRIPTION OF THE DOCUMENTS	ORIGINAL/CERTIFIED COPY /PHOTOSTAT
1.	30.03.1962	Partition Deed , executed amongst 1.Mr.Pattadi Venkatappa @ Thammaiah, 2.Mr.P.N.Javaraiah @ Mr.Papanna 3.Mr.P.N.Ramaiah, 4.Mr.P.N.Venkataramanaswamy, 5.Mr.P.N.Narayanan, 6.Mrs.Deviramma, 7.Mrs.P.N.Ramakka, children of Pattadi Nanjundappa and 8.Mrs.Eramma, W/o.Pattadi Nanjundappa vide document No.32/1962-63, Book I, Volume 304, Pages 99 to 113, registered at the office of the Sub Registrar, Bangalore Taluk, in respect of the property bearing Survey No.13 and 14/1, measuring 8 Acres, allotted to Mr.P.N.Venkataramanaswamy , ('D' Schedule to the said partition).	Certified Copy Verified
2.		RTC Extract furnished for the period from 1969-70 to 2012-13, issued by the Village Accountant, Kenchenahalli Village, Bangalore South Taluk, in respect of the property bearing Survey No.13, measuring 5 Acres and Survey No.14/1, measuring 1 Acre 31 Guntas, including 2 Guntas of Kharab Land.	Certified Copies/Online Copies Verified
3.		Record of Rights, Sketch, Hissa Survey Tippani, Secondary re-class Tippani, Village Map of Pattanagere, Karnataka Revision Settlement Akarbandh, issued by the Tahsildar, Bangalore South Taluk, in respect of Survey Nos.13 and 14/1.	Original Verified
4.	02.12.1981	Sale Deed executed by Mr.P.N. Venkataramanaswamy S/o.Mr.Pattadi Nanjundappa, along with his sons Mr.B.V. Nanjundappa, Mr.B.V.Jayanath and Mr.B.V. Somasekhar, in favour of Mr.G. Thimmaiah S/o.Late.Gangaiah @ Ganganna vide Document No.5096/1981-82, Book I, Volume 1765, Pages 115 to 122, registered at the office of the Sub-registrar, Bangalore South Taluk, in respect of eastern portion of	Certified Copy Verified



		Survey Nos.13, measuring 2 Acres 8 Guntas and Survey No.14/1, measuring 32 Guntas, totally admeasuring 3 Acres.	
5.	22.05.2001	Death Certificate of Parvathamma, W/o. P.N.Venkataramana Swamy, issued by the Chief Registrar of Births and Deaths, Pattanagere City Municipal Council. (Date of Death - 27.04.2001)	Original Verified
6.	09.04.2003	Gazetted Copy of Final Notification/Karnataka Rajya Patra , bearing No.RD/09/AQB/2003, issued by the Assistant Executive Engineer, Revenue Department, Land Acquisition Officer, Bangalore, published in Karnataka Gazette, with regard to portion of Survey No.14/1, measuring 1 Gunta.	Copy Verified
7.	24.02.2006	Joint Development Agreement , executed by Mr.P.N.Venkataramana Swamy and his children Mr.B.V.Nanjundappa, Mr.B.V. Jayanth and Mr.B.V.Somashekar as owners, in favour of Mr.Dayananda, S/o. Mr.B.N.Thimma Reddy, Chairman of M/s.Bharath Infra Tech Private Limited, as Developer, vide Document No.28159/2005-06, Book I, registered at the office of the Sub Registrar, Kengeri, Bangalore, in respect of the western portion of the property bearing Survey No.13 and 14/1, measuring 03 Acres 29 Guntas. (42% - Owner Share and 58% - Developer Share).	Copy Verified
8.	24.02.2006	General Power of Attorney , executed by Mr.P.N.Venkataramana Swamy and his children Mr.B.V.Nanjundappa, Mr.B.V. Jayanthappa and Mr.B.V.Somashekar as owners, in favour of Mr.Dayananda, S/o. Mr.B.N.Thimma Reddy, Chairman of M/s.Bharath Infra Tech Private Limited, as Developer, vide Document No.677/2005-06, Book IV, recorded in CD No.KEND 266, registered at the office of the Sub Registrar, Kengeri, Bangalore in respect of the property bearing Survey No.13 and 14/1, measuring 03 Acres 29 Guntas.	Copy Verified
9.	03.06.2006	Will executed by Mr.P.N.Venkataramana Swamy, S/o.Late.Pattadi Nanjudappa, bequeathed in favour of his children Mr.B.V. Nanjudappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar, vide Document No. 72/2006-07, Book III, recorded in CD	Copy Verified



		No.KEND 295, registered at the office of the Sub Registrar, Kengeri, Bangalore. (12% - Mr.B.V.Nanjundappa, 10% - Mr.B.V.Jayanth, 10% - Mr.B.V.Somashekar and 10%- Mr.P.N.Venkataramana Swamy), 10% share of Mr.P.N.Venkataramanaswamy has to be divided equally 1/5 th share each to his children including 2 daughters, after his death).	
10.	23.10.2007	Endorsement bearing No.LRF:NTC:CR:496/2007-08, issued by the office of the Special Thasildar, Bangalore South Taluk, Bangalore, in the name of P.N.Venkataramana Swamy, confirms that there is no pendency under Section 48(A) and 7A of the Karnataka Land Reforms Act, in respect of Survey Nos.13 and 14/1.	Original Verified
11.	30.06.2008	Death Certificate of P.N.Venkataramana Swamy, issued by the chief Registrar of Births and Deaths. (Date of Death - 16.06.2008).	Original Verified
12.	18.09.2008 10.11.2008	Mutation Register Extract vide MR No.1/2008-09, issued by the Village Accountant, Bangalore South Taluk, Bangalore, in respect of Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas, in the names of Mr.B.V.Nanjundappa and Mr.B.V.Jayanth	Original Verified
13.	15.10.2008	Death Certificate of Mahalakshmi @ Lakshmi, W/o.Mr.B.V.Nanjundappa, issued by the chief Registrar of Births and Deaths. (Date of Death 11.10.2008).	Original Verified
14.	15.11.2008	Mutation Register Extract vide MR No.4/2008-09, issued by the Village Accountant, Bangalore North Taluk, Bangalore, in respect of portion of Survey No.13, measuring 2 Acres 32 Guntas and portion of Survey No.14/1, measuring 37 Guntas, in the names of Mr.B.V. Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar	Original Verified
15.	05.12.2009	Letter bearing No.ALN/SR/451/2009-10, issued by the Thasildar, Bangalore South Taluk, to the Special Deputy Commissioner, Bangalore District, for the conversion of land bearing Survey No.13, measuring 2 Acres 32 Guntas for industrial purpose and Survey No.14/1, measuring 37	Original Verified



		Guntas, for commercial purpose, totally measuring 3 Acres 29 Guntas, in the names of Mr.B.V.Nanjundappa, Mr.B.V. Jayanth and Mr.B.V.Somashekar.	
16.	18.12.2009	Letter bearing No.BDA/VLAO/159/2009-10, issued by the office of the Special Land Acquisition Officer, Bangalore Development Authority, Bangalore, for conversion of property bearing Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas.	Original Verified
17.	05.01.2010	Intimation Letter bearing No.ALN (S)/SR(K) 139/2009-10, issued by the office of the Special Deputy Commissioner, Bangalore District, in respect of Survey No.13, measuring 2 Acres 32 Guntas for industrial purpose and Survey No.14/1, measuring 37 Guntas, for commercial purpose, totally measuring 3 Acres 29 Guntas, in the names of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar.	Original Verified
18.	21.01.2010	Official Memorandum along with the receipt of acknowledgement for the payment of conversion fees to the State Bank of Mysore, Treasury Branch, Bangalore, bearing No.ALN (S)/SR(K) 139/2009-10, issued by the office of the Special Deputy Commissioner, Bangalore District, in respect of Survey No.13, measuring 2 Acres 32 Guntas for industrial purpose and Survey No.14/1, measuring 37 Guntas, for commercial purpose, totally measuring 3 Acres 29 Guntas, in the names of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar.	Original Verified
19.	21.01.2010	Mutation Register Extract vide MR No.11/2009-10, issued by Village Accountant, Bangalore South Taluk, Bangalore, in the names of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar, in respect of Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas.	Original Verified
20.	30.07.2011	Commencement Certificate bearing No. BDA/NaYoSa/CLU/30/2274/2011-12, issued by the Commissioner, Bangalore Development Authority, Bangalore, for the conversion of property bearing Survey No.13, measuring 2 Acres 10.25 Guntas	Original Verified



		(Out of 2 Acres 32 Guntas), from Industrial use to residential use, Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar.	
21.	17.07.2012	Order Sheet/Suit for Partition , passed before the court of Principal City Civil & Sessions Judge at Bangalore in O.S. No.5097/2012, filed by the Plaintiff Mrs.B.V.Premakumari D/o. Late.P.N. Venkataramana Swamy against the Defendants Mr.B.N.Chetan and Ms.B.N.Madhurya, children of Late.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar, Mrs.B.V.Jayalakshmi, Bharath Infraa Tech Private Limited and Mr.Dayananda, in respect of Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas.	Certified Copy Verified
22.		Compromise Petition passed before the Hon'ble City Civil Judge at Bangalore in O.S. No.5097/2012, filed by the Plaintiff Mrs.B.V.Premakumari D/o. Late.P.N. Venkataramana Swamy against the Defendants Mr.B.N.Chetan and Ms.B.N.Madhurya, children of Late.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar, Mrs.B.V.Jayalakshmi, Bharath Infraa Tech Private Limited and Mr.Dayananda, in respect of Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas.	Original Verified
23.	20.04.2013	Death Certificate of B.V.Nanjundappa, issued by chief Registrar of Births and Deaths, Bruhat Bangalore Mahanagara Palike. (Date of Death - 04.04.2013).	Original Verified
24.	24.08.2013	Decree in terms of compromise Petition filed in the Court of Hon'ble City Civil Judge at Bangalore in O.S.No. 5097/2012, filed by the Plaintiff Mrs.B.V.Premakumari D/o. Late.P.N. Venkataramana Swamy against the Defendants Mr.B.N.Chetan and Ms.B.N.Madhurya, children of Late.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar, Mrs.B.V.Jayalakshmi, Bharath Infraa Tech Private Limited and Mr.Dayananda, in respect of Survey No.13, measuring 2 Acres 32 Guntas and Survey No.14/1, measuring 37 Guntas.	Original Verified
25.	14.02.2014	Notarized Family Genealogical Tree of	Original



		Late. P.N.Venkataramanaswamy and Late.Parvathamma, disclose the members of his family, viz., Mrs.B.V.Jayalakshmi, Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar and Mrs.B.V.Premakumari.	Verified
26.	14.05.2014	Death Certificate of Somashekar.B.V., issued by the Chief Registrar of Births and Deaths, Bruhat Bangalore Mahanagara Palike. (Date of Death 09.05.2014).	Original Verified
27.	14.11.2014	Endorsement bearing No.L.R.F./C.R.324/2014-15, issued by the Deputy Commissioner, Bangalore South Sub Division, Bangalore, confirms that there is no pendency under Section 79 (A)(B) of the Karnataka Land Reforms Act, in respect of Survey Nos.13 and 14/1.	Original Verified
28.	06.12.2014	Endorsement bearing No.PTCL/CR1017/2014-15, issued by the Deputy Commissioner, Bangalore South Taluk, Bangalore, confirms that there is no pending case under PTCL Act, in respect of Survey Nos.13 and 14/1.	Copy Verified
29.	02.03.2015	Death Certificate of B.V.Jayanth, issued by the Chief Registrar of Birth and Death, Bruhat Bangalore Mahanagara Palike (Date of Death 28.02.2015).	Original Verified
30.	20.01.2015	Public Notice published in respect of the schedule property in the Newspaper "Deccan Herald".	Copy
31.	28.03.2016	Cancellation Deed of Joint Development Agreement dated 24.02.2006 , executed between Mr.Dayananda, S/o. B.N. Thimma Reddy and the Legal Heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar along with Mrs.B.V.Premakumari and Mrs.B.V.Jayalakshmi vide Document No.11635/2015-16, Book I, recorded in CD No. JAYD 249, registered on 30.03.2016, at the office of the Sub Registrar, Jayanagar, Bangalore in respect of the property bearing Survey No.13 and 14/1, measuring 3 Acers 29 Guntas.	Original Verified



32.	28.03.2016	Revocation of General Power of Attorney dated 24.02.2006 , executed by Mrs.B.V.Jayalakshmi, Mrs.B.V.Prema Kumari along with the legal heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar vide document No.1405/2015-16, Book IV, recorded in CD No.JAYD 249, registered at the office of the Registrar, Jayanagar, Bangalore City, in respect of the property bearing Survey No.13 and 14/1, measuring 3 Acers 29 Guntas.	Original Verified
33.	28.03.2016	Joint Development Agreement , executed by the Legal Heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar along with Mrs.B.V.Premakumari and Mrs.B.V.Jayalakshmi AND Mr.Dayananda and M/s.Bharath Infra Tech Pvt Ltd., represented by its Chairman Mr.Dayananda, as a Confirming Party in favour of M/s.MN Landmaark , represented by its Managing Partner Mr.D.Raghu and Mr.S.Rishi, as a Developer, vide document No.11637/ 2015-16, Book I, recorded in CD No.JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore, in respect of Survey Nos.13 and 14/1, measuring 3 Acres 29 Guntas, (Developer - 58 % and Owner 42%) (Confirming Party - 6%, Out of 58% of the Developer Share).	Original Verified
34.	28.03.2016	General Power of Attorney , executed by the Legal Heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar along with Mrs.B.V.Premakumari and Mrs.B.V.Jayalakshmi AND Mr.Dayananda and M/s.Bharath Infra Tech Pvt Ltd., represented by its Chairman Mr.Dayananda, as a Confirming Party in favour of M/s.MN Landmaark , represented by its Managing Partner Mr.D.Raghu and Mr.S.Arun, as a Developer, vide document No.1406/2015-16, Book IV, recorded in CD No.JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore in respect of property bearing Survey Nos.13 and 14/1, measuring 3 Acres 29 Guntas.	Original Verified
35.	20.04.2018	Supplementary Agreement to the Joint Development Agreement dated 28.03.2016 , executed by the Legal Heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth	Original Verified



		Mr.B.V.Somashekar along with Mrs.B.V.Premakumari and Mrs.B.V.Jayalakshmi AND Mr.Dayananda and M/s.Bharath Infra Tech Pvt Ltd., represented by its Chairman Mr.Dayananda, as a Confirming Party in favour of M/s.MN Landmark , represented by its Managing Partner Mr.D.Raghu and Mr.S.Rishi, vide document No.772/2018-19, Book I, recorded in CD No.JAYD 336, registered on 21.04.2018, at the office of the Sub Registrar, Jayanagar, Bangalore, in respect of Survey Nos.13 and 14/1, measuring 3 Acres 29 Guntas. (Owners - 38%, Developer-56% and Confirming Party - 6%).	
36.	20.04.2018	Rectification Deed of General Power of Attorney dated 28.03.2016 , executed by the Legal Heirs of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth, Mr.B.V.Somashekar along with Mrs.B.V.Premakumari and Mrs.B.V.Jayalakshmi AND Mr.Dayananda and M/s.Bharath Infra Tech Pvt Ltd., represented by its Chairman Mr.Dayananda, as a Confirming Party in favour of M/s.MN Landmark , represented by its Managing Partner Mr.D.Raghu and Mr.S.Rishi, as a Developer, vide Document No.72/2018-19, Book IV, recorded in CD No.JAYD 336, registered at the office of the Sub Registrar, Jayanagar, Bangalore, rectifying the error in the share of the owners and developers.	Original Verified
37.	07.12.2017	Khata Certificate and Khata Extract , issued by the Bruhat Bangalore Mahanagara Palike in the names of Mrs.B.V.Jayalakshmi, Mr.B.N.Chethan, Ms.B.N.Madhurya, Mrs.Shantha, Mrs.B.Jayamma and Mrs.B.V.Premakumari, in respect of Corporation No.43/Survey No.13 and 14/1.	Original Verified
38.	05.12.2017	Property Tax Paid Receipt for the period from 2009-10 to 2017-18 , issued by Bruhat Bangalore Mahanagara Palike, in their name of Mrs.D.B.Jayalakshmi, Mr.B.N. Chethan, Ms.B.N.Madhurya, Mrs. Shantha, Mrs.B. Jayamma and Mrs.B.V. Premakumari.	Original Verified



39.	24.04.2015	Partnership Deed executed between Mr.D.Raghu, Mr.S.Arun, Mrs.Suman.Raghu.M.A, and Mr.C.Ramu, under the name and style of M/s.MN LAND MAARK	Original Verified
40.	14.04.2018	Re-Constitution of Partnership executed between Mr.D.Raghu, Mr.S.Arun, Mrs.Suman.Raghu.M.A, Mr.S.Rishi, and Mrs.Nanditha as Partners and Mr.C.Ramu as Retired Partner, under the name and style of M/s.MN LAND MAARK.	Original Verified
41.	20.07.2018	Affidavit, sworn and executed by Mr.C.Ramu, confirms that Mr.C.Ramu, has been retired from the Partnership Firm.	Copy Verified
42.	04.08.2018	Memorandum Acknowledging receipt of documents in Form D, confirms the change in the constitution of the firm of M/s.MN Landmaark, issued by the Registrar of Firms.	Original Verified
43.	30.10.2018	Relinquishment Deed executed by Mrs.B.V.Jayalakshmi and others represented by their constituted attorney MN Landmaark by its Managing Partner Mr.Raghu.D. in favour of the Commissioner, Bruhat Bangalore Mahanagara Palike, vide Document No.5153/2018-19, recorded in CD No.RRND211, registered at the office of the sub-registrar, Rajarajeshwarinagar, {Jayanagar} Bangalore having relinquished an extent of 750.44 square meters earmarked for road widening as per the Master Plan 2015.	Original Verified
44.	05.11.2018	SANCTIONED BUILDING PLAN vide BBMP/Addl.Dir/JD South LP.NO.0253/2017-18, issued by the Joint Director of Town Planning, Bruhat Bangalore Mahanagara Palike for the construction of residential Units comprising of Basement, Ground plus 33 Upper Floors of 468 residential Units.	Original Verified
45.		Encumbrance Certificate furnished for the period from: 15.02.1957 to 31.05.1989 (2 Nos.) (O) 01.06.1989 to 31.03.2004 (2 Nos.) (O) 01.04.2004 to 27.08.2014 (2 Nos.) 01.04.2004 to 10.11.2017 01.04.2004 to 26.08.2018 (O)	Originals/ Copy



NO OBJECTION CERTIFICATES			
1.	12.01.2018	No Objection Letter bearing No.BWSSB/EIC/CE (M)/ACE (M)-IV/DCE (M)/TA (M)-III/9323/2017-18, issued by the Bangalore Water Supply Sewerage Board in the name of M/s.MN Landmaark, for the construction of the residential building.	Original verified
2.	30.01.2018	No Objection Letter bearing No.EEE/RRND /AEE (O)/AEE/7929/30, issued by the Bangalore Electricity Supply company Limited in the name of M/s.MN Landmaark.	Original verified
3.	05.04.2018	No Objection Certificate issued by the Karnataka State Pollution Control Board.	Original verified
4.	27.11.2017	No Objection Certificate No.DE/SAN/BG/S-11/ VOL XVIII/42, issued by Bharat Sanchar Nigam Limited.	Original verified
5.	14.02.2018	No Objection Certificate issued by the Bangalore Metro Rail Corporation Limited {BMRCL}	Original verified
6.	10.01.2018	No Objection Certificate issued by the Airport Authority of India	Original verified
7.	31.07.2018	No Objection Certificate issued by the Office of the Director General of Police & Director General for the Construction of high rise Mixed occupancy building(Residential & MLCP) with 4 Towers of 468 Apartment Units	Original verified
8.	22.02.2018	No Objection Certificate issued by State Level Environment Impact Assessment Authority - Karnataka	Original verified

TRACING THE FLOW OF TITLE:

I have examined the documents **furnished for legal scrutiny.**

On perusal of the documents, it is observed that **M/s.MN LANDMAARK**, a Partnership Firm incorporated under the provisions of the Partnership Act 1932, represented by its Managing Partners, Mr.D.Raghu and Mr.S.Arun as Developers have undertaken the development of construction of the Residential Apartment Complex known as **"MN LANDMAARK"** comprising of various apartments which forms part of the integrated Project of **"MN LANDMAARK"** comprised in the converted land bearing **Survey No.13 and 14/1**, measuring 3 Acres 29 guntas of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk. The Sanctioned Plan for the Development and construction of the Residential Apartment Complex has been obtained from **the Bruhat Bangalore Mahanagara Palike.**



The Developer-M/s.MN-LANDMAARK is a registered Partnership Firm, incorporated under the Partnership Act 1932, vide Registration Certificate dated 04.05.2015, No.Firm/RJR/83/2015-16, and one of the objects of the Firm is to carry on business of construction of buildings, apartments, re-building, housing projects, purchase, acquire, sale and resale of flat/properties. The Partnership Firm has been Re-constituted on 14.04.2018 and That Mr.D.Raghu, Mr.S.Arun, Mrs.Suman Raghu.M.A, Mr.S.Rishi, Mrs.Nanditha are the present partners of the Firm.

1. I have examined the documents in respect of the converted immovable property bearing Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, in all totally measuring 03 Acres 29 Guntas, **equivalent to 1,62,261 Square Feet**, within the revenue administrative jurisdiction of the **Bruhat Bangalore Mahanagara Palike**, which is morefully described in the schedule and referred to as the "Schedule Property".

2. On perusal of the documents furnished for scrutiny, the Schedule Property is carved out of the larger properties bearing Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk can be traced from the following documents:

3. That the family of one Pattadi Nanjundappa constituted a Joint Hindu Undivided Family comprising of himself and his sons and the family was in possession and enjoyment of various family properties including the immovable property comprised in Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk.

4. That after the Intestate demise of Pattadi Nanjundappa, his wife, Mrs.Eramma and children, Mr.Pattadi Venkatappa @ Thammaiah, Mr.P.N.Javaraiah @ Papanna, Mr.P.N.Ramaiah, Mr.P.N.Venkataramanaswamy, Mr.P.N.Narayan, Mrs.Deviramma, Mrs.Ramakka have inherited the above mentioned property along with various other family properties.

5. The review of the records disclose that Mrs.Eramma, Wife of Late.Pattadi Najundappa as the 8th Party along with her children viz: Mr.Pattadi Venkatappa @ Thammaiah, Mr.P.N.Javaraiah @ Papanna,



Mr.P.N.Ramaiah, Mr.P.N.Venkataramanaswamy, Mr.P.N.Narayan, Mrs.Deviramma, Mrs.Ramakka, have effected partition of the properties owned and possessed by them, including the above said properties in terms of the **Partition Deed, dated 30.03.1962**, Document No.32/1962-63, Book I, Volume 304, Pages 99 to 113, registered at the office of the Sub Registrar, Bangalore South Taluk and by virtue of the said partition, the **property bearing Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, totally measuring 08 Acres was allotted to the share of Mr.P.N.Venkataramanaswamy (and described in the 'D' Schedule to the said Partition Deed)**. (The Family tree is not made available on record and the names of the legal heirs are notified in the Partition deed dated 30.03.1962).

6. That all the beneficiaries/Parties under the above mentioned Partition Deed, dated 30.03.1962, have acted upon the partition as noticed from the perusal of the subsequent transactions and the documents perused for the file and in terms of the said Partition deed, the right, title and interest to the property bearing Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, totally measuring 08 Acres came to be vested with Mr.P.N.Venkataramanaswamy.

6a. The RTC Extracts furnished for the period from 1969-70 to 1980-81, records the name P.N.Venkataramanaswamy as the owner in possession in respect to the extent of land measuring 5 Acres in Survey No.13 and survey No.14/1 measuring 1 Acre 31 guntas of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk.

6b. The Record of Rights, Sketch, Hissa Survey, Tippani, etc. issued by the Survey Department evidences the existence of the property bearing Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk and disclose, the extent, location, boundaries of the said lands and the said documents produced for the file has been examined.



7. That subsequent thereto, the family of Mr.P.N.Venkataramanaswamy constituted a Joint Family and that he along with his children viz: Mr.B.N.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar sold the Portion of Survey Nos.13 measuring 02 Acres 08 Guntas and portion of Survey No.14/1, measuring 32 guntas with a **total area of 3 Acres** of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, forming the Eastern portion of the said survey numbers and constituting a single block with its boundaries on East and South by: Sewerage channels (Vrushabavathi); West by: Remaining portion of land bearing Survey Nos.13 and 14/1 and Residential house ; North by: Mysore Road, in favour of **Mr.G.Thimmaiah**, S/o.Mr.Gangaiah in terms of the Sale Deed, dated 11.12.1981, Document No.5096/1981-82, Book I, Volume 1765, Pages 115 to 122, registered at the office of the Sub Registrar, Bommanahalli, Bangalore and pursuant to the purchase, the possession of Eastern Portion of Survey Nos.13 and 14/1 of Kenchenahalli Village, was delivered to Mr.G.Thimmaiah.

8. The records disclose that Mrs.Parvathamma, W/o.Mr.P.N.Venkataramanaswamy died Intestate on 27.04.2001, leaving behind her husband and children to succeed to her estate.

8a. That in the meantime, Government of Karnataka has acquired certain portions of land for the formation of 4 Lane Bangalore – Mysore State Highway and accordingly, published the details of acquired lands with the names of owners in the State Gazette, dated 09.04.2003, wherein the name of Mr.P.N.Venkataramanaswamy finds a place in the gazette in respect of the land bearing Survey No.14/1, measuring 01 gunta and the said extent of land is not part of the subject matter of this legal report as represented by the present owners.

9. Thereafter, Mr.P.N.Venkataramanaswamy along with his children, Mr.B.N.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V. Somashekar had executed a **Joint Development Agreement, dated 24.02.2006** with Mr.Dayananda, S/o.Mr.B.N.Thimma Reddy, Chairman of M/s.Bharath Infra



Tech.Private Ltd., vide Document No.28159/ 2005-06, Book I, registered at the Office of the Sub Registrar, Kengeri, Bangalore, to develop the **Portion of the land comprised in Survey Nos.13 and 14/1 of Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, totally measuring 03 Acres 29 Guntas** into residential apartments, group houses and cultivating commercial medical plants and the Owners have also executed **General Power of Attorney of even date, in favour of Mr.Dayanand**, vide Document No.677/2005-06, CD No.KEND 266, registered at the office of the Sub Registrar, Kengeri, Bangalore, authorizing the Developer to do certain acts, deeds, things and also to get necessary permissions, sanctions, approvals from the Government, Board, Authority, Corporation, etc. for the development of the property in the ratio of **42% to the OWNERS and 58% to the DEVELOPER.**

10. That during the pendency of the development project, Mr.P.N. Venkataramanaswamy executed a Will, dated 03.06.2006, Document No.72/2006-07, Book III, recorded in C.D.No. KEND 295, registered at the office of the Sub Registrar, Kengeri, Bangalore and bequeathed the share of 42 % as follows:

2 % SHARE OUT OF 42 % BEQUEATHED TO Mr.B.V. NANJUNDAPPA

10 % SHARE OUT OF 42 % BEQUEATHED TO Mr.B.V. NANJUNDAPPA

10 % SHARE OUT OF 42 % BEQUEATHED TO Mr.B.V. JAYANTH

10 % SHARE OUT OF 42 % BEQUEATHED TO Mr.B.V. SOMASHEKAR.

10 % SHARE OUT OF 42 % APPORTIONED TO MR.VENKATARAMANASWAMY AFTER HIS DEATH FURTHER DIVIDED TO HIS CHILDREN AS FOLLOWS:

- **3/5TH SHARE OUT OF 10 % SHARE WAS DIVIDED EQUALLY BETWEEN MR.B.V.NANJUNDAPPA, MR.B.V.JAYANTHAPPA AND MR.B.V.SOMASHEKAR.**



- **1/5TH SHARE OUT OF 10 % SHARE WAS ALLOTTED TO ELDER DAUGHTER, Mrs.B.V.JAYALAKSHMI**
- **1/5TH SHARE OUT OF 10 % SHARE WAS ALLOTTED TO YOUNGER DAUGHTER, Mrs.B.V.PREMAKUMARI.**

11. The records disclose that, P.N.Venkataramanaswamy, expired on 16.06.2008 and consequent to his death, the WILL executed by P.N.Venkataramanaswamy came into effect and that the beneficiaries under the said Will became entitled to specific undivided interest in the estate of Late.P.N.Venkataramanaswamy as per the said WILL.

12. That pursuant thereto, the sons of Late P.N.Venkataramanaswamy, viz. Mr.B.N. Nanjundappa, Mr.B.V.Jayanth and Mr.B.V. Somashekar have obtained the transfer of revenue records (**Pavathi Khata**) in their joint names vide Mutation Register Extracts bearing MR No.1/2008-09, dated:18.09.2008 and vide M.R.No.4/2008-09, dated 15.11.2008 and later Mr.B.N. Nanjundappa, Mr.B.V.Jayanth and Mr.B.V. Somashekar have obtained the conversion of the property from agricultural use to Industrial/ Commercial purposes as follows :

Official Memorandum, dated 21.01.2010, No.ALN(S) SR(Ken) 139/2009-10, wherein the land bearing **Survey No.13**, measuring 02 Acres 32 Guntas was converted to **INDUSTRIAL** purposes and land bearing **Survey No.14/1**, measuring 37 Guntas was converted to **COMMERCIAL** purposes.

13. That the owners, Mr.P.N.Venkataramanaswamy obtained the **Endorsement, dated 23.10.2007**, from the Revenue Department confirming that the lands bearing Survey No.13 and 14/1 are not the subject matter of any case pending under Section 49(A) and 7A of the Karnataka Land Reforms Act.

14. The records disclose that prior to the submission of application for the conversion of the property Mr.B.N. Nanjundappa, Mr.B.V.Jayanth and Mr.B.V. Somashekar have obtained the endorsements from the various departments as follows :



(i) Letter, dt.05.12.2009, No.ALN/SR/451/2009-10, issued by the Thasildar, Bangalore South Taluk, disclose that Thasildar has recommended for conversion of the property for commercial purposes.

(ii) the Special Land Acquisition Officer, Bangalore Development Authority, has recommended for conversion of the property for commercial purposes.

That as per the recommendation of the Thasildar and the Office of the BDA, the Deputy Commissioner, Bangalore South Taluk, has accorded sanction for conversion of the property under the provisions of the Karnataka Land Reforms Act, vide Official Memorandum, dated 21.01.2010, No.ALN(S) SR(Ken) 139/2009-10, wherein the land bearing Survey No.13, measuring 02 Acres 32 Guntas was converted to **INDUSTRIAL** purposes and land bearing Survey No.14/1, measuring 37 Guntas was converted to **COMMERCIAL** purposes.

15. The copies of the transfer of mutation of revenue records transfer of revenue records vide extracts bearing M.R.No.11/2009-10, dated 21.01.2010 in the joint names of Mr.B.V.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar submitted for the file has been examined.

16. It is further observed that Mr.B.N.Nanjundappa, Mr.B.V.Jayanth and Mr.B.V.Somashekar have obtained the change of land use of the Industrially converted property bearing Survey No.13 from Industrial purposes to residential purposes from the Office of the Bangalore Development Authority vide Certificate, dated 30.07.2011 with condition that a portion was reserved for BUFFER ZONE, i.e. RAJAKALUVE, measuring approximately 50 Metres from middle portion of Drain and remaining 02 Acres 10.25 Guntas (equivalent to 9131.10 Square Metres) was converted to residential purposes.

17. The documents produced for the file disclose that some family members died Intestate leaving behind their members of the family as follows and the Copy of the Death Certificates have been submitted for the file:

- i) **Mrs.Mahalakshmi @ Lakshmi**W/o.Mr.Nanjundappa died Intestate on 11.10.2008.



ii) **Mr.Nanjundappa** died Intestate on 04.04.2013, leaving behind his children, Mr.B.N.Chetan and Mrs.B.N.Madhurya.

iii) **Mr.B.V.Somashekar** died Intestate on 09.05.2014, leaving behind his wife, Mrs.B.Jayamma, son, Mr.B.S.Puneeth and daughter, Miss.B.S.Navyashree.

18. In the meanwhile, it is observed that one of the daughters of Late.P.N.Venkataramanaswamy, viz. Mrs.B.V.Prema Kumari filed a suit in O.S.No.5097/2012 for partition of the properties against her sister and brothers before the Hon'ble City Civil Judge, Bangalore. That with the intervention of friends, relatives, the said suit came to be compromised and accordingly, **Trial Judge passed orders, dated 17.07.2012** for partition among the parties and accordingly, **Compromise Decree was drawn on 24.08.2013** and the copies of the Order Sheet and the Decree passed in the said suit has been examined. wherein, both the parties to the said suit have agreed to share the built up area in Project Offered for Development as follows:

B.V.Prema Kumari	5 %
B.N.Chethan, S/o Nanjundappa	7 %
B.N.Madhurya D/o.Nanjundappa	5 %
B.V.Somashekar	10 %
B.V.Jayanth	10 %
B.V.Jayalakshmi	5 %
TOTAL	42 %

19. That the Owners have obtained the Endorsement from the Revenue Department under the following documents:

14.11.2014	Endorsement No.L.R.F./C.R.324/2014-15, issued by office of the Sub Divisional Officer, Bangalore South Sub Division, Bangalore that the property bearing Sy.No.13 and 14/1 has not been the subject matter of any case under the provisions of Section 79(A) & (B) of the K.L.R.Act.
06.12.2014	Endorsement No.PTCL/CR1017/2014-15, issued by office of the Sub Divisional officer,



	Bangalore South Taluk, Bangalore confirming that the that the property bearing Sy.No.13 and 14/1 has not been the subject matter of any case under the provisions of PTCL Act
23.10.2007	Endorsement No.L.R.F./NTC:CR/496/2007-08, issued by office of the Special Thasildar, Bangalore South Taluk that the property bearing Sy.No.13 and 14/1 has not been the subject matter of any case under the provisions of Section 48(A) & 7(A) of the K.L.R.Act.
18.12.2009	Endorsement No.BDA/LAQ/159/2009-10, issued by office of the Special Land Acquisition Officer, Bangalore Development Authority for any of their project or peripheral ring road.

20. The review of the records under scrutiny disclose that in the meanwhile, Mr.B.V.Jayanth son of late.P.N.Venkataramanaswamy died Intestate on 28.02.2015 leaving behind his legal heirs to succeed to his estate under Intestate Succession.

21. Later, it is observed that the Joint Development Agreement, dated 24.02.2006 entered into earlier by the owners, with Mr.Dayananda Chairman of M/s.Bharath Infra Tech.Private Ltd.,has been cancelled by a Cancellation Deed dated 28.03.2016, Document No.11635/2015-16, Book I, recorded in C.D.No. JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore and the General Power of Attorney was also revoked vide Revocation of General Power of Attorney, dated 24.02.2006, Document No.1405/2015-16, Book IV, recorded in C.D.No. JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore.

22. That subsequently, the beneficiaries under the Will along with the respective legal heirs of the beneficiaries and the members having allotted in terms of the Court Decree viz: B.V.Jayalakshmi, daughter of late P.N.Venkatramana Swamy, B.N.Chetan and B.N.Madhurya, children of Late.Nanjundappa and grand son P.N.Venkatramana Swamy, Shantha and B.J.Kiran, wife and son of Late.B.V.Jayanth, Jaymma, B.S.Puneeth and B.S.Navyashree, wife and children of Late.B.V.Somshekar and



B.V.Premakumari, daughter of Late. P.N.Venkatramanaswamy have resolved to jointly and collectively as Owners along with Dayananda and M/s.Bharath Infra Tech Private Limited as Confirming Parties have executed the **Joint Development Agreement, dated 28.03.2016**, in favour of **Developer, M/s.MNLandmark**, vide Document No.11637/2015-16, Book I, recorded in C.D.No.JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore along with **General Power of Attorney of even date**, Document No.1406/ 2015-16, Book IV, recorded in C.D.No.JAYD 249, registered at the office of the Sub Registrar, Jayanagar, Bangalore, authorizing the Developer to do certain acts, deeds, things and also to obtain the necessary permissions, sanctions, approvals from the Government, Authority, Board, Corporation, etc.

That as per the terms of the JDA, the confirming Party and the Developer had jointly agreed to develop the schedule property and accordingly, the owners were allotted 42% and the Developers and the Confirming Party were allotted 58% in the development in the Project proposed to be undertaken in the schedule property.

23. It is pertinent to note that, the parties in terms of the Compromise Decree as referred supra have not taken their share as per the said Decree and that subsequently, due to certain changes in the Joint Development Agreement and in consideration of the mutual obligations between the parties, they have resolved each other and collectively as joint owners have executed the Supplemental Agreement to the Joint Development Agreement dated 28.03.2016 on the even date, whereby it was recorded in the JDA that the Parties had agreed for the mixed development of the Project in the schedule property comprising of residential and commercial buildings and had agreed for the ratio of 42 % for the owners and 58 % for the Developers within an understanding to deliver 6% (out of 58%) to the Confirming Party. However, by the execution of the Supplemental Agreement vide Document No.772/2018-19, Book I, recorded in CD No.JAYD336, registered on 20.04.2018 at the Office of the Sub-registrar, Jayanagar, Bangalore certain changes have been recorded and the Parties have acted upon it and the



document having been registered, it supersedes all other earlier sharing of the individual owners:

- a) The title holders are the absolute joint owners of the schedule property.
- b) The Confirming Party have an interest in the Schedule Property and therefore, made as a party to the Development in the Project.
- c) The Schedule property is offered for development and construction of residential apartment complex by the owners and confirming party in favour of the Builders/Developers in terms of the Joint Development Agreement and General Power of Attorney dated 28.03.2016.
- c) The **Owners are entitled for 38%** of the super built up area and proportionate share of undivided land and car parking slots including proportionate share in common areas in the schedule property.
- d) **Confirming Party are entitled for 6% (out of 62% of the Developer share)** of the transferable right of interest in the super built up area with proportionate share of undivided land and car parks in the proposed residential complex in the Project.
- e) **The Builders/ Developers are entitled for 56% of the transferable right of interest** over the super built up area and proportionate share of undivided land and car parking slots including proportionate share in common areas and are entitled to sell / alienate their share in favour of their nominees.

24. That notwithstanding the fact that some of the owners who have acquired right, title and interest in terms of the compromise Decree in O.S.No.5097/2012, have with the other land owners agreed to their revised collective share of 38% in the Project proposed to be developed in the schedule property. The share of each of the land owner has been specified and that Mrs.B.V.Jayalakshmi has been allotted 4.66%; B.N.Chetan 6%; B.N.Madhurya 4.67%; Shantha 9%; B.Jayamma 9%; B.V.Premakumari 4.67%.

25. The land owners confirm having delivered the original documents to the custody of the Developers who shall on completion of the Project in the schedule property shall deliver the same to the custody of the owners Association proposed to be formed in the Project.

26. That having perused the Supplemental Agreement to the JDA , it is pertinent to note from the said document to the JDA that in so far as the 6% share of the Confirming Party which has been allotted to them out of the share of the Developer in the Project and if any apartment is allotted to the share of the Confirming Party in terms of the Sharing Agreement proposed to be executed between the parties, it is to be noted that the apartment units apportioned to the share of the Confirming party if any, the documents relating to the sale of the said units has to be executed by the



land owners represented by their Attorney, along with the confirming Party and the Developers personally in favour of the prospective purchaser of the Apartment in the Project proposed to be constructed on the schedule property.

27. The prospective purchasers of the apartments can mortgage and create charge over the apartments purchased from the share of the owners/ confirming party or the Developers in favour of the bank / branch on acquiring absolute title through a registered sale deed/s.

28. The Public Notice dated 20.01.2015, has been taken up in the news Paper "Deccan Herald" in respect of the schedule property and that no claims or objections have been raised in respect of the said property.

29. The review of the records disclose that, due to certain mistakes that crept in the recitals of the General Power of Attorney, dated 28.03.2016, the Owners, Mrs.B.V.Jayalakshmi and others along with Mr.Dayananda and M/s.Bharath Infra Tech.Pvt. Ltd. as Confirming Party, in favour of the Developer, M/s.MN Landmaark have executed the **Rectification Deed, dated 20.04.2018**, Document No.72/2018-19, Book I, recorded in C.D.No. JAYD 336, registered at the office of the Sub Registrar, Jayanagar, Bangalore. The perusal of the said document disclose, that the Developers are entitled for 62% of the Development in the Project in the schedule property and that the Developers shall deal with their proportionate share by representing the owners as their constituted attorney and that the land owners have authorized the Developers to raise loan in respect of their proportionate share of 62% of the undivided right, title and interest in the schedule property from any financial institutions.

30. That the property bearing Survey No.13 and 14/1, totally measuring 03 Acres 29 Guntas has been included with the revenue administrative jurisdiction of Bruhat Bangalore Mahanagara Palike and Bruhat Bangalore Mahanagara Palike has assigned Corporation No.43/Sy.No.13 & 14/1, situated at Kenchenahalli, Bangalore, Ward No.16, Rajarajeshwarinagar Sub Division, which is morefully mentioned as "**Schedule Property**" and the Owners have remitted the property tax **upto 2017-18**.



31. The land Owners have released and relinquished an area for road widening and civic amenities **vide Relinquishment Deed dated 30.10.2018, executed by Mrs.B.V.Jayalakshmi** and others represented by their constituted attorney MN Landmark by its Managing Partner Mr.Raghu.D. in favour of the Commissioner, Bruhat Bangalore Mahanagara Palike, vide Document No.5153/2018-19, recorded in CD No.RRND211, registered at the office of the sub-registrar, Rajarajeshwarinagar, {Jayanagar} Bangalore, which confirms having relinquished an extent of 750.44 square meters earmarked for road widening as per the Master Plan 2015.

32. It is represented that the land owners represented by their constituted attorney the Developers, have obtained the **sanctioned Building Plan and License dated 05.11.2018, vide BBMP/Addl.Dir/JD South LP.NO.0253/2017-18**, issued by the Joint Director of Town Planning, Bruhat Bangalore Mahanagara Palike, for the construction of the **residential Apartment Complex** comprising of of Basement, Ground plus 33 upper floors of 468 residential Units.

33. The Government and local bodies have issued the "No Objection Certificates", for the construction on the schedule property and the said certificates produced for the file has been verified and examined.

34. The Encumbrance Certificate furnished for the period from **01.06.1989 to 19.06.2018, records the flow of title and disclose the entry of the** execution of the JDA, Supplemental Agreement to JDA and Relinquishment deed executed by the land owners in favour of the The Commissioner, Bruhat Bangalore Mahanagara Palike and does not disclose any subsisting charge on the Schedule Property.

OPINION:

I have verified the registered documents and from the perusal of the documents made available for legal scrutiny, the following opinion is drawn:



a)The title holders are the absolute joint owners of their respective undivided share in the composite schedule property and have a valid and marketable title.

b) The Khata Certificate and Khata Extract in respect of the schedule Property is registered in the joint names of the land owners in the revenue registers of the Bruhat Bangalore Mahanagara Palike and the revenue records are in order. The property tax are been paid for the Assessment Year 2017-18. The schedule property is free from encumbrance as on the date of search specified in the encumbrance Certificate.

c) The Schedule property is offered for development by the land owners and the Confirming Party with M/s.MN Landmaark, a Partnership Firm for the construction of the residential apartment complex in terms of the JDA, SJDA and General Power of Attorney/Rectification to the General Power of Attorney. The Joint Development Agreement and the General Power of Attorney executed between the land owners – Mrs.B.V.Jayalakshmi and others, the Confirming Party and the Developers M/s.MN-Landmaark, by its Partners, is valid, subsisting and enforceable.

d) The composite schedule property comprises of Survey No.13 and 14/1 and forms one composite block and the land in Survey No.13 has been converted from Industrial use to residential use by the Bangalore Development Authority and the land in survey No.14/1 being commercially converted has been designated and declared as a Residential Zone in the Comprehensive Development Plan-2015 and the Planning Authority Bruhat Bangalore Mahanagara Palike has sanctioned the Plan in respect of the composite Schedule property for the development and construction of the residential apartment complex comprising of Basement, Ground plus Thirty Three floors with total number of 468 apartments Units.

e)That as per the JDA and the SJDA the **Owners are collectively entitled for 38%**, of the undivided land and the super built up area in the Composite Property and proportionate share of car parking slots including proportionate share in common areas and the land owners have a valid right, title and interest proportionate to their share in the Schedule Property.

f) **The Confirming Party – Mr.Dayananda and M/s.Bharath Infra Tech Limited are the two legal entities and are entitled for 6% (out of 62% of the Developer share)** and have a transferable right of interest in the super built up area with proportionate share of undivided land and car parks including proportionate share in common areas in the residential complex proposed to be constructed on the schedule property, in terms of the JDA and SJDA and are entitled to sell/alienate their share in favour of their nominees.

g) **The Developers -M/s.MN Landmaark,a Partnership Firm has acquired the right of interest and are entitled for 56%of the transferable right of interest** over the super built up area and proportionate share of undivided



land and car parking slots including proportionate share in common areas in terms of the JDA and SJDA and are entitled to sell/alienate their share in favour of their nominees. The Developer in terms of the JDA, SJDA and POA has the power and authorized to raise loans, without any reference or concurrence of the Owners and are also entitled to receive the sale consideration from the proposed purchaser/s in respect of their 56% of share in the Schedule Property.

h) **M/s.MN LANDMAARK**, isa Partnership Firm, represented by its Partners. The Partnership Deed is Registered under the Indian Partnership Act, vide Registration No.Firm/RJR/83/2015-16, dated 04.05.2015, issued by the Registrar of Firms, Rajajinagar, Bangalore Registration District and having its Registered Office at: No.11, AS.Complex, Somashekarappa Layout, 8th Main, Basaveshwaranagar, BANGALORE. The Partnership Firm has been Re-constituted on 14.04.2018 and that Mr.D.Raghu, Mr.S.Arun, Mrs.Suman Raghu.M.A, Mr.S.Rishi, Mrs.Nanditha are the present partners of the Firm and the change in the constitution of the Firm has been recorded in the Registrar of Firms and evidenced vide Acknowledgement of receipt of documents in Form D.

i) The Developer Firm, M/s.MN Landmaark,confirm that they have not mortgaged their share in the "Schedule Property" in favour of any Banks/Financial Institutions nor created any private mortgage in respect of their share in the Project. That the Developer being the Partnership Firm, the Partners vide Re-constitution of the Partnership deed under clause XII are authorized to raise/borrow funds for the development of the Project with the unanimous consent of all the Partners.

j) The original documents in the custody of the Developer has been verified and the documents are genuine and proper stamp duty has been paid on the registered documents as per the Karnataka Stamp Act.

k) The residential Apartment complex has been proposed to be constructed on the basis of the Sanctioned Plan issued by the Competent Planning Authority, Bruhat Bangalore Mahanagara Palike . The Government and Local bodies have accorded sanction and approvals for the construction of the Apartment complex.

l) The land owners- Mrs.D.B.Jayalakshmi and others, the Confirming party-Mr.Dayananda, Chairman of M/s.Bharath Infra Tech Private Limited and the Developers M/s.MN Landmaark by its Partners, are yet to execute the **Sharing Agreement** and apportion the apartments proposed to be constructed with its super built up area and undivided share of land and common areas with proportionate car parking slots as per the ratio of sharing agreed in the Supplemental Agreement to the Joint Development Agreement dated 28.03.2016.

m)The owners have a valid, clear and marketable title to their 38% share in the Composite Schedule Property. The Confirming Party have a transferrable right of interest to their 6% undivided share in the Composite Schedule



Property and corresponding in the form of Apartments and the Developer M/s.MN Landmark, have a valid transferable right of interest to their 56% in the development in the Project, to the undivided land and the super built up area, in terms of the Joint Development Agreement, Supplemental Agreement to JDA and General Power of Attorney, which is cumulative and in pursuance to the proposed execution of the Sharing Agreement the land owners, Confirming Party and the Developers will acquire the right to transfer their undivided share of right and interest in the schedule property and corresponding in the form of Apartments in respect of their share in favour of the prospective proponents who intend to purchase the individual units proposed to be constructed in the schedule property.

n) The Encumbrance Certificate does not disclose any subsisting encumbrance over the entire schedule property.

o) The land owners in their individual capacity have the right to sell their share of apartments in the Project subject to the execution of the Sharing Agreement to be executed between the land owners, Confirming Party and the Developer in favour of the prospective purchasers and the Confirming Party and the Developers have a right to convey the individual apartment/s proportionate to their respective share and execute sale deeds in respect of the individual apartment/s to the prospective purchasers in respect of the apartments constructed on the Schedule Property and allotted to their share.




[VEENA RAO]
VEENA RAO
Advocate
Jaypee Associates
38, 'Krishna', 1st Cross,
Malleshwaram, Bangalore-560 003.

Housiey.com

NEENA RAO
Advocate
Jaypee Associates
38, Krishna, 1st Cross,
Mallashwaram, Bangalore-560 003