

14.1.2025

To,

M/s SURYA SERENE SKYLINE,
A Partnership Firm,
Having its Office at 1st Floor,
Surya Elegance Building, No.1528,
Sy.No.165, Off Channasandra Main Road,
Behind Whitefield Global School,
Whitefield, Bangalore – 560066
Represented by its Managing Partner
MR.PALAKA SURESH

Sir,

Sub : Furnishing of Title Report in respect of residentially converted land property bearing Sy.No.48/1, measuring 2 Acres 01 Gunta, converted from agricultural purpose to non-agricultural residential purpose vide Official Memorandum dated 29.4.2005, bearing No.ALN(DE)SR8/2004-05, issued by Deputy Commissioner, Bangalore Rural District, Bangalore, situated at Chikkasanne Village, Kasaba Hobli Devanahalli Taluk, Bangalore Rural District, Bangalore.

LEGAL OPINION

1. PROPERTY :

All that piece and parcel of the residentially converted land property bearing Sy.No.48/1, measuring 2 Acres 01 Gunta, converted from agricultural purpose to non-agricultural residential purpose vide Official Memorandum dated 29.4.2005, bearing No.ALN(DE)SR8/2004-05, issued by Deputy Commissioner, Bangalore Rural District, Bangalore, situated at Chikkasanne Village, Kasaba Hobli Devanahalli Taluk, Bangalore Rural District, Bangalore and bounded on the:

East by : Land belongs to Thigalara Narayanappa
West by : Land belongs to Srikumar;
North by : Doddasanne Road;
South by : Land belongs to Sri Pillappa.

The Schedule Property is undeveloped converted land.

2. OWNER:

SRI.N.C.MUNIYAPPA

S/o Late Chikka Venkataramanappa

Aged about 67 Years,

Residing at No.C-9, 1st A Main,

MCHS Colony, 6th Sector,

HSR Layout, Bangalore – 560102

AADHAAR NO.7884 5708 1648

3. DEVELOPER:

M/s SURYA SERENE SKYLINE,

A Partnership Firm,

Having its Office at 1st Floor,

Surya Elegance Building, No.1528,

Sy.No.165, Off Channasandra Main Road,

Behind Whitefield Global School,

Whitefield, Bangalore – 560066

Represented by its Managing Partner

MR.PALAKA SURESH

4. DESCRIPTION OF THE DOCUMENTS PERUSED :

1. Index of Lands and Record of Rights
2. RR No.73
3. Family Tree of Late Subbe Gowda
4. RTC from 1968-69 to 2024-25
5. M.R.No.4/1996-97
6. M.R.No.5/2004-05
7. M.R.No.23/2004-05
8. M.R.No.13/2005-06
9. Mula Karda
10. Hissa Tippani
11. Atlas
12. Akarbandh
13. Village Map
14. Endorsement dated 19.1.2004 - 79 (A) and (B)
15. Endorsement dated 19.1.2004 – Nil Tenancy Certificate
16. Order copy in O.S.No.37/2004-05 before the Court of the Civil Judge Junior Division at Devanahalli.
17. Release Deed dated 10.6.2004 vide registration No.16/2004-05.
18. Sale Deed dated 29.10.2004 vide registration No.2676/2004-05.
19. Exchange Deed dated 11.8.2005 vide registration No.5917/2005-06.
20. Conversion Order dated 29.4.2005 vide No.ALND.SR.8/2004-05.
21. Anneshwara Grama Panchayath bearing E-Katha No.150300201901023992
22. Tax paid receipt issued by the Anneshwara Grama Panchayath.
23. Joint Development Agreement dated 29.5.2024 vide registration No.3524/2024-25
24. General Power of Attorney dated 29.5.2024 vide registration No.197/2024-25.
25. Agreement of Sharing of Apartments dated __. __.2024.
26. Plan Sanction dated _____ vide L.P.No. _____

27. License issued by Anneshwara Grama Panchayath dated ----- vide No. _____.

28. Letter dated 19.2.2016 for Change of Land use from Public and Semi-Public Zone to Residential Zone issued by BIAAPA.

29. Intimation Letter dated 22.7.2024 to pay Single Layout Plan Sanction ISSUED BY BIAAPA.

30. NOC issued by Airports Authority of India dated 1.8.2024.

31. Consent for Establishment (CFE) issued by KSPCB dated 27.8.2024.

32. Single Layout Plan Sanction Letter dated 1.10.2024 issued by BIAAPA.

33. Encumbrance Certificate for the period from 1.4.1986 to 1.4.1996, 1.4.1991 to 27.9.2004, and 1.4.2004 to 7.11.2024.

5. ACQUISITION OF TITLE – REGARDING :

Originally the property bearing Sy.No.48/1 measuring 2 Acres 01 Gunta of Chikkasanne Village belonged to one Byrappa S/o Byregowda from time immemorial. In this regard Index of Lands and Record of Rights (RR No.73) also produced. The said Byrappa died leaving behind him, his wife Muniakkayamma and his only son Subbegowda. The said Subbegowda and wife Akkayamma also died leaving behind them, their children by names Byrappa, Kalappa, Byramma, Kamma and Narayanamma.

Subsequently the said Kalappa died leaving behind him, his wife Kamamma and his children D.K.Suresh Kumar, Aruna and Gopalakrishna. The said Kamma also died unmarried. Subsequently the said Byrappa S/o Late Subbegowda got transferred the Katha vide M.R.No.4/1996-97 on the basis of IHR No.76/1996-97 with consent of Smt.Kamma wife of Late Kalappa and RTC also stood in the name of Byrappa S/o Late Subbegowda.

The said Byrappa S/o Late Subbegowda died leaving behind him, his two wives by names Narayanamma and Munirathnamma. Subsequent to the death of Byrappa, his second wife Munirathnamma had got transferred the Katha in her name vide M.R.No.5/2004-05 and RTC also stood in her name.

Subsequently the said Narayanamma had filed a suit for Partition and separate possession in O.S.No.37/2004-05 before the Court of the Civil Judge Junior Division at Devanahalli. The same was settled out of the Court by withdrawn of the said case as not pressed. The said Narayanamma had executed a Release Deed by relinquishing all her rights, title and interest and claims over the said property bearing Sy.No.48/1 measuring 2 Acres 01 Gunta in favour of Smt.Munirathnamma W/o Late Byrappa by receiving Rs.2 Lakhs as consideration as per the terms of Release Deed dated 10.6.2004 vide registration No.16/2004-05.

Subsequently the said Munirathnamma and her children by names Anusuya and Asha and sons of Late Kalappa by names D.K.Suresh Kumar and D.K.Gopala Krishna had conveyed the said property in favour of G.Muniyappa S/o Late Chikka Gudyappa as per the terms of Sale Deed dated 29.10.2004 vide registration No.2676/2004-05. The said Smt.Kamamma and Aruna wife and daughter of Late Kalappa have also joined as Consenting witnesses in the said sale deed. Mutation was also made out in the name of G.Muniyappa vide M.R.No.23/2004-05 and RTC also stood in his name.

Subsequently the said G.Muniyappa had exchanged the said property bearing Sy.No.48/1 measuring 2 Acres 01 Gunta with N.C.Muniyappa S/o Chikka Venkataramanappa as per the terms of Exchange Deed dated 11.8.2005 vide registration

No.5917/2005-06. Mutation also made out in the name of N.C.Muniyappa vide M.R.No.13/2005-06 and RTC also stands in his name.

Subsequently the said N.C.Muniyappa obtained Conversion Order dated 29.4.2005 vide No.ALND.SR.8/2004-05 from non-agricultural to residential purpose with respect to the schedule property issued by Deputy Commissioner, Bangalore Rural District, Bangalore. The Katha also made out in the name of N.C.Muniyappa on the file of Anneshwara Grama Panchayath bearing Property No.662/48/1, bearing E-Katha No.150300201901023992 and upto date tax is also paid to the Anneshwara Grama Panchayath.

The said N.C.Muniyappa intended to develop the said Schedule Property and hence offered the said Schedule Property for Joint Development to **M/s SURYA SERENE SKYLINE**, and had entered into Joint Development Agreement dated 29.5.2024 vide registration No.3524/2024-25 and executed General Power of Attorney dated 29.5.2024 vide registration No.197/2024-25. As per the terms of the said JDA and GPA **M/s SURYA SERENE SKYLINE** is entitled to develop the Schedule Property by putting up residential apartments and are entitled to deal with 68% super built up area along with 68% undivided right, title and interest in the Schedule Property with proportionate Car Parking Area and common amenities in common areas. The Developer is also entitled to convey the said share of the developer as per the terms of the said GPA dated 29.5.2024 vide registration No.197/2024-25.

As per the terms of the said Joint Development Agreement and the General Power of Attorney the Developer is entitled to put up construction of residential apartments on the Schedule Property and is entitled to 68% undivided right, title and interest in respect of the Schedule Property along with rights to retain and sell 68% super built up area constructed on the Schedule Property along with 68% parking area. The Owner is

entitled to remaining 32% super built up area constructed on the Schedule Property along with 32% parking area apart from retaining 32% undivided right, title and interest in respect of the Schedule Property. The Owner has also executed a General Power of Attorney in favor of the Developer for conveying the residential apartments along with proportionate undivided right, title and interest in the Schedule Property along with Car Parking area coming to the share of the Developer under the said Joint Development Agreement.

Whereas the Bangalore International Airport Area Planning Authority (BIAAPA), Devanahalli had sanctioned building approved plan for construction of multi-storeyed apartment building vide L P No. _____ dated _____.

Subsequently **M/s SURYA SERENE SKYLINE**, entered into Agreement of Sharing of Apartments dated __.__.2024, as per the terms of which **M/s SURYA SERENE SKYLINE**, is entitled to 38% of super built up area along with proportionate undivided right, title and interest in the land in the development area and proportionate car parking space and N.C.Muniyappa., is entitled to remaining 38% of super built up area along with proportionate undivided right, title and interest in the land in the development area and proportionate car parking space. As per the terms of Agreement of Sharing of Apartments dated __.__.2024 **M/s SURYA SERENE SKYLINE** and N.C.Muniyappa., have identified their respective share of super built up area falling to their respective share of entitlement.

6. ENCUMBRANCE:

Encumbrance Certificate for the period from 1.4.1986 to 1.4.1996, 1.4.1991 to 27.9.2004, and 1.4.2004 to 7.11.2024 are produced.

7. OPINION :

Hence, I am of the opinion that the Owner herein has 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 Owner, **M/s SURYA SERENE SKYLINE**, is empowered to sell or mortgage 68% undivided right, title and interest in the Schedule Property along with right to convey the constructed area to the extent of 68% constructed on the Schedule Property along with 68% Car Parking area.

Thanking you,

Yours faithfully,

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