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To
ABACUS REAL ESTATE PVT. LTD,
H.No.8-4-300/1/A, Mumbai Highway,
Sanath Nagar, Erragadda,
HYDERABAD - 500018.

Dated: 11-01-2021

Sir,

Sub:- **LEGAL OPINION** on the title in respect of property situated at
H.No.8-4-300/1/A in Sy.No.78, situated at Fatehnagar Village,
Sanathnagar, Hyderabad.

##

I. DESCRIPTION OF THE SUBJECT PROPERTY:

All that the land admeasuring 12069.06 square meters out of the larger land admeasuring 38,690 square meters in the Premises bearing Municipal H.No.8-4-300/1/A in Sy.No.78, situated at Fatehnagar Village, Sanathnagar, Hyderabad, Telangana upon which the Multi-storied Residential and Commercial Complex known as "**KALPATARU AVANTE**" being constructed comprising of three Cellars plus Ground plus 14 Upper Floors comprising of commercial units and residential units.

II. NAME OF THE LANDOWNER (Hereafter to be referred as the 'CAPTIONED LANDOWNER):

M/s LINDE INDIA LIMITED (Formerly known as "BOC INDIA LIMITED"), Having its Office at H.No.8-4-300/1/A, Mumbai Highway, Sanath Nagar, Erragadda, Hyderabad-500018, Telangana, represented by its GPA holder: **ABACUS REAL ESTATE PVT. LTD.**, having its office at H.No.8-4-300/1A, Mumbai Highway, Sanath Nagar, Erragadda, Hyderabad - 500018 Telangana.

III. NAME OF THE DEVELOPER (Hereafter to be referred as the 'CAPTIONED DEVELOPER):

ABACUS REAL ESTATE PVT. LTD., having its Office at H.No.8-4-300/1/A, Mumbai Highway, Sanath Nagar, Erragadda, Hyderabad-500018, Telangana.

IV. LIST OF DOCUMENTS PERUSED BY ME:



Sl. No.	Description of Document	Date of document	Xerox/ Original
1.	Agreement of Sale executed by Nawab Md. Miftahuddin Khan and others in favour of Indian Oxygen Limited.	24-04-1962	Xerox
2.	Sale Deed bearing registered document No.376 of 1962 executed by Nawab Md. Miftahuddin Khan and others in favour of Indian Oxygen Limited.	19-10-1962	Xerox
3.	Extract of Changes Register pertaining to the year 1985 in respect of the subject property.	19-11-1985	Xerox
4.	Notice of Award bearing No.I/1808/80 for acquisition of land admeasuring 49 Sq.yds in Sy.No.78.	14-03-1986	Xerox
5.	Notice of surrender in Proc.No.I/1808/80.	21-03-1986	Xerox
6.	Notice of Award bearing No.I/1808/80 for acquisition of land admeasuring 2074 Sq.yds in Sy.No.78.	30-05-1986	Xerox
7.	Fresh Certificate of Incorporation issued by Registrar of Companies, West Bengal of Indian Oxygen Limited.	03-10-1989	Xerox
8.	Fresh Certificate of Incorporation issued by Registrar of Companies, West Bengal of BOC India Limited.	06-02-1995	Xerox
9.	Certified true extract of Board Resolution of BOC India Limited.	15-10-2007	Xerox
10.	Development Agreement -cum- General Power of Attorney bearing registered document No.125 of 2008 executed by M/s BOC India Limited in favour of Abacus Real Estate Pvt. Limited.	14-12-2007	Xerox
11.	Memorandum of Understanding executed by M/s BOC India Limited in favour of Abacus Real Estate Pvt. Ltd exercising option to receive the sale consideration.	14-12-2007	Xerox
12.	Receipt issued by M/s BOC India Limited in favour of M/s Abacus Real Estate Pvt.	14-12-2007	Xerox

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	Limited.		
13.	Deed of Indemnity executed by M/s BOC India Limited in favour of Abacus Real Estate Pvt. Ltd.	14-12-2007	Xerox
14.	Supplemental Memorandum of Understanding executed by M/s BOC India Limited in favour of M/s Abacus Real Estate Pvt. Limited exercising option to receive the sale consideration.	15-2-2008	Xerox
15.	Receipt issued by M/s BOC India Limited in favour of M/s Abacus Real Estate Pvt. Limited.	15-02-2008	Xerox
16.	Notice of Award bearing No.A/333/2012 for acquisition of land admeasuring 2433.86 Sq.yds bearing H.No.8-4-300/1/A in Sy.No.78.	27-04-2013	Xerox
17.	Notice of surrender in Proc.No.A/333/2012.	14-05-2013	Xerox
18.	Memorandum of Deposit of Title Deeds bearing registered document No. 4255 of 2017 executed by Abacus Real Estate Pvt. Ltd. and M/s BOC India Limited in favour of Kotak Mahindra Prime Limited.	11-07-2017	Xerox
19.	Memorandum of Deposit of Title Deeds bearing registered document No. 3405 of 2018 executed by Abacus Real Estate Pvt. Ltd. and M/s BOC India Limited in favour of Kotak Mahindra Prime Limited.	10.05.2018	Xerox
20.	Fresh Incorporation Certificate recording the change of name of the Captioned Owner Company from BOC India Limited to "M/s LINDE INDIA LIMITED".		Xerox
21.	Simple Mortgage deed, Document no. 3006/19 executed by Linde India Limited through GPA Holder Abacus Real Estate Pvt. Ltd. in favour of GHMC.	4.5.2019	Xerox
22.	Deed of Conveyance bearing registered document No. 4088 of 2019 by Kotak Mahindra Prime Limited in favour of Abacus Real Estate Pvt. Ltd. and M/s BOC	24.06.2019	Xerox



	India Limited.		
23.	Deed of Conveyance bearing registered document No. 4089 of 2019 by Kotak Mahindra Prime Limited in favour of Abacus Real Estate Pvt. Ltd. and M/s BOC India Limited.	24.06.2019	Xerox
24.	Memorandum of Deposit of Title Deeds executed by Abacus Real Estate Pvt. Ltd. and M/s BOC India Limited in favour of Standard Chartered Bank.	10.07.2019	Xerox
25	Statement of Encumbrance on Property bearing No. 51159443 for the period from 01-01-1977 to 13-12-2020 issued by the District Registrar South Hyderabad.	18.12.2020	Xerox
26	Fee Intimation Letter bearing No. 1/C19/00483/2019 issued by GHMC for Multi-storied Residential Apartment Complex Kalpataru Avante.	23.10.2020	Xerox
27	Simple Mortgage Deed executed by Linde India Limited through GPAY Holder Abacus Real Estate Pvt. Ltd. in favour of GHMC.	17.11.2020	Xerox
28	Building Permission order bearing Permit No.1/C19/13246/2020 in File No.1/C19/00483/2019 issued by the GHMC.	31.12.2020	Xerox

V. FLOW OF TITLE OF THE SUBJECT PROPERTY TRACED OUT FROM THE AVAILABLE DOCUMENTS:-

On perusal of **document at Sl.Nos.1 & 2** of the above index, i.e., Agreement of Sale dated 24-04-1962 and Sale Deed dated 19-10-1962, it is evident that originally one Nawab Md. Miftahuddin Khan and others (who are the legal heirs of original Pattadar Mr. Nawab Mohd. Abdul Fateh Khan) i.e., Vendors in the said Agreement of Sale/Sale Deed were the absolute owners and possessors of the larger extent of land totally admeasuring Ac.23-39 guntas comprising of Sy.Nos.78 & 79, situated at Fatehnagar, Taluk West, Hyderabad District and they have in turn agreed and undertaken to alienate, convey and transfer an extent of land admeasuring Ac.10-00 guntas equivalent to 40465 square meters in Sy.No.78 (hereafter referred to as 'said Land') in favour of one M/s Indian Oxygen Limited and executed an Agreement of Sale dated 24-04-1962 in its favour [i.e., **document at Sl.No.1** of the above index].

It is further evident that in terms of the said Agreement of Sale, the Vendors therein were required to obtain permission from the concerned Tahsildar under Sections 47 & 48 of A.P. (Telangana area) Tenancy and Agricultural Lands Act, 1950 and consequently the Vendors have submitted an Application and ultimately the Tahsildar vide Proceedings bearing No.A3/8888/62, dated 24-09-1962 granted permission for alienation of said land in favour of said M/s Indian Oxygen Limited.

Observation: Under Section 47 & 48 of Hyderabad Tenancy and Agricultural land Act, for permanent alienations of agricultural lands in Telangana area during the period from 1950 to 1969, the pattadars were required to obtain prior permission from the concerned Tahsildar for such permanent alienation of the said land which is mandatory and if any alienations made without such permissions, the said alienations are declared to be null and void. Accordingly in the present case, the said owners have obtained the above referred permission vide Proceedings No.A3/8888/62, dated 24-09-1962 granted by the Tahsildar and the same is also reflected in the recitals of the Sale Deed and hence the said sale is legal and valid.

Upon obtaining permission from the Tahsildar, said Nawab Md. Miftahuddin Khan and others have alienated, conveyed and transferred the said land admeasuring Ac.10-00 guntas equivalent to 40465 square meters (out of total extent of Ac.14-28 guntas) in Sy.No.78 in favour of said M/s Indian Oxygen Limited through a Sale Deed dated 19-10-1962 bearing registered document No.576 of 1962 [i.e., **document as Sl.No.2** of the above Index].

Upon purchase of the said land, the name of said M/s Indian Oxygen Limited was also mutated in the revenue records as owner and possessor in respect of the said land admeasuring Ac.10-00 guntas equivalent to 40465 square meters in Sy.No.78 (hereinafter to be referred to as 'Original Property') vide Proceedings bearing Nos.B/1426/85 & B/53/85 as is evident from the Changes Register [i.e., **document at Sl.No.3** of the above index] and since then it is in continuous ownership, possession and occupation of the said land.

On perusal of **documents at Sl.Nos.4 to 6** of the above index, i.e., Notices of Award dated 14-03-1986, 30-05-1986 and Notice of Surrender of land dated 21-03-1986, it is evident that the Revenue Divisional Officer & Land Acquisition Officer, Chevella Division acquired an extent of land admeasuring 49 Sq.yds and 2074 Sq.yds respectively for the purpose of construction of ROB out of the original property held by said M/s Indian Oxygen Limited and further also issued Notice of surrender of acquired land.

Thus after such acquisition of the land totally admeasuring 2123 Sq.yds equivalent to 1775 Sq.mts towards Southern Part out of the 'Original property' by the Municipal Corporation of Hyderabad (MCH) now known as Greater Hyderabad Municipal Corporation (GHMC) for road widening purposes, the Original property got reduced to 38,690 square meters.

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On perusal of **documents at Sl.Nos.7 & 8** of the above index, i.e., Fresh Certificates of Incorporation dated 03-10-1989 and 06-02-1995, it is evident that the originally incorporated name of the Company viz., M/s Indian Oxygen Limited was changed to "IOL Ltd." on 03-10-1989 and the same was again changed to "BOC India Limited" on 06-02-1995 and the changes in the names were also duly recorded in the revised certificates issued by Registrar of Companies, Kolkata.

Further a Board Resolution dated 15-10-2007 [i.e., **document at Sl.No.9** of the above index] was passed by the Board of Directors of M/s BOC India Limited, wherein, it was resolved that the land of the company be disposed of by way of sale or development to one Kalpataru Properties Pvt. Ltd. for a consideration of Rs.77.77 Crores.

On perusal of **document at Sl.No.10** of the above index, i.e. Development Agreement -cum- General Power of Attorney, from the recitals therein, it is evident that the Municipal Corporation of Hyderabad vide Letter bearing No.294/ACP/W8/MCH/2004, dated 13-10-2004 stipulated its intention to acquire the land admeasuring 3594.50 square meters out of the Original property for the purpose of widening of existing road and the Captioned Landowner has also vide Letter dated 02-11-2004 agreed to surrender the said land and the said Captioned Landowner authorized the Captioned Developer to comply with the same and further authorized the Captioned Developer to claim and receive benefits if any accruing there from.

It is further evident that since then, the Captioned Landowner has been in continuous uninterrupted possession and occupation of the Original property as absolute owner thereof and has obtained all the requisite permissions and approvals from the concerned authorities including the Government and MCH for setting up its factory and other structures from time to time for its industrial facility located there at and the said Original property has been assigned with House Number as 8-4-300.

It is further evident that the Captioned Landowner herein with an intention to get more advantages of the land, have approached the Captioned Developer viz., Abacus Real Estate Pvt. Ltd. and requested it to develop the Original property into a Multi-storied Residential Apartment Complex/Commercial Complex and the said Captioned Developer agreed and undertaken to develop the same.

It is further evident that consequently, the Captioned Landowner herein entrusted the Original property/land admeasuring 38,690 square meters equivalent to 46,273 Sq.yds to the Captioned Developer herein viz., M/s Abacus Real Estate Pvt. Ltd. through a Development Agreement -cum- General Power of Attorney dated 14-12-2007, which was registered as document as No.125 of 2008 with the Joint Sub-Registrar of the office of District Registrar of Hyderabad (South) [i.e., **document at Sl.No.10** of the above index].



It is further evident from the terms of the said Development Agreement, the Captioned Developer herein has agreed and undertaken to develop the Subject Property herein into a Multi-storied Residential Apartment Complex or/and Commercial Complex/Shopping Mall and agreed to share the constructed/saleable built-up areas in the ratio of 25%:75% respectively i.e., M/s BOC India Limited being the Captioned Landowner herein is entitled to 25% share of constructed areas and the Captioned Developer herein viz., Abacus Real Estate Pvt. Ltd. is entitled to 75% constructed areas and further agreed that the Captioned Landowner has option to receive 25% of sale consideration by way of cash from the Developer in lieu of taking the constructed areas and such decision shall be in writing by way of entering into a Supplemental Agreement.

On perusal of **documents at Sl.Nos.11 & 12** of the above index, i.e. Memorandum of Understanding dated 14-12-2007 and a Receipt, it is evident that Captioned Landowner herein in exercise of its option under the Development Agreement, has decided to receive the consideration from the Captioned Developer and consequently received an amount of Rs.62,22,22,227/- from the Captioned Developer towards consideration for 80% of its entitled share out of 25% share vide Receipt dated 14-12-2007.

On perusal of **document at Sl.No.13** of the above index i.e., Deed of Indemnity, it is evident that the parties have noticed at the time of entering into the Development Agreement -cum- GPA that the original title deed in respect of the subject property i.e., original Sale Deed dated 19-10-1962 bearing registered document No.376 of 1962 was misplaced in the hands of the Captioned Landowner herein and as such a Publication was also given in the News papers by the Captioned Landowner and no objections were received from anybody. Since the original Sale Deed dated 19-10-1962 bearing registered document No.576 of 1962 in respect of the subject property was misplaced in the hands of the Captioned Landowner, it has indemnified the Captioned Developer that the Captioned Landowner herein alone shall be responsible in respect of any claim made by any person due to the said misplacement of the original title deed and agreed to fully indemnify the Captioned Developer or its successors.

Further the said parties entered into a Supplemental Memorandum of Understanding dated 15-02-2008, wherein, M/s BOC India Limited has also decided to receive the balance 20% consideration out of its 25% entitled share and consequently received an amount of Rs.15,55,55,550/- from the Captioned Developer towards balance consideration vide Receipt dated 15-02-2008 [i.e., **documents at Sl.Nos.14 & 15** of the above index]. Thus the Captioned Landowner has received the total entitled consideration of Rs.77,77,77,777/- from the Captioned Developer and consequently by virtue of Clause 9 of the Development Agreement, the Developer is absolutely entitled to sell the entire constructed areas in the shape of Residential Flats and commercial units in the Multi-storied Residential/Commercial Apartment Complex developed on the subject land to the prospective purchasers and to receive the total sale consideration to itself exclusively.



While so, the then Government of Andhra Pradesh issued a Notification under Section 4(1) of Land Acquisition Act, 1894 on 25-07-2012 for acquisition of land for public purpose of construction of viaduct and station of Hyderabad Metro Rail at Fatehnagar and Kukatpally Villages. In the said Proceedings, an extent of land admeasuring 2035 square meters equivalent to 2433.86 Sq.yds belonging to Captioned Landowner herein was affected and notified for acquisition. Subsequently, the Land Acquisition Officer (LAO), Metro Rail Project has issued a Notice under Section 5-A of the Land Acquisition Act dated 28-07-2012 calling for objections if any from the interested persons and in pursuance of the same, Captioned Landowner herein represented by its GPA holder submitted an objection dated 30-08-2012 requesting to incorporate its name and publish in the Draft Notification under Section 6 of the Act and ultimately the same was published by incorporating its name in respect of said extent of land.

It is further evident that ultimately the LAO issued a Notice under Sections 9(3) and 10 of the Land Acquisition Act dated 18-12-2013 bearing Proceedings No.A/333/2012 and mentioned the extent of land under acquisition belonging to Captioned Landowner as 2433.86 Sq.yds. and consequently the LAO passed an Award dated 26-04-2013, wherein, an amount of Rs.8,46,39,487/- was awarded towards compensation for the said land payable to the Captioned Landowner herein and served a Notice dated 27-04-2013 under Section 12(2) of the Act intimating the factum of passing of an Award as is evident from the **document at Sl.No.16** of the above index.

It is further evident that the LAO also issued a Notice dated 14-05-2013 as is evident from the **document at Sl.No.17** of the above index intimating the Captioned Landowner to vacate and deliver the possession of the said land before 24-05-2013 to the Deputy Tahsildar, Hyderabad Metro Rail Project, GHMC, Hyderabad and consequently the Captioned Developer being GPA holder of the Captioned Landowner, has delivered the possession of the said land to the Deputy Tahsildar on 24-05-2013.

Subsequent to obtaining the developmental rights and GPA powers in respect of the said original property with the land admeasuring 38,690 square meters, as per the Letter bearing No.A/333/2012, dated 14/05/2013 issued by Special Grade Deputy Collector (LAO) Metro Rail Project, GHMC, Hyderabad, a portion of land comprised in the said original property, an area admeasuring 2433.86 Sq.yds viz. area admeasuring 2035 square meters has been acquired by the Special Grade Deputy Collector (LAO), Metro Rail Project, GHMC, Hyderabad for construction of viaduct and station of Hyderabad Metro Rail and after such acquisition, the land entrusted for development got reduced to 36,655 square meters.

The Captioned Developer herein who got entrusted with the said original property with the land admeasuring 38,690 Sq.mts, initially decided to develop the land admeasuring 23,608.79 Sq.mts into a Multi-storied Residential Apartment Complex and the GHMC after deducting the area affected for road widening purposes, ultimately granted permit and sanction for construction of Multi-storied Residential Apartment Complex on the net land admeasuring 22,151 Sq.mts and consequently the developer herein commenced and already



completed the development of Multi-storied Residential Apartment Complex under the name and style of "Kalpatharu Residency" and reserved the balance land admeasuring 15,081.21 Sq.mts for future development.

In terms of the Development Agreement r/w MOU, the Captioned Developer is absolutely entitled to develop the said balance property i.e. land admeasuring 15,081.21 Sq.mts out of the said larger land admeasuring 38,690 Sq.mts in the in the Premises bearing Municipal H.No.8-4-300/1/A in Sy.No.78, situated at Fatehnagar Village, Sanathnagar, Hyderabad, Telangana into a Multi-storied Residential Apartment -cum- Commercial Complex in accordance with the plans approved and sanctioned by GHMC and the Captioned Developer is also authorized and empowered to sell all the Residential Flats/Apartments/Commercial Units to be constructed in the Apartment Complex and consequently the Captioned Developer herein submitted required applications along with construction plans to the GHMC which after deducting the land admeasuring 3012.06 Sq.mts (i.e., the land admeasuring 2035 Sq.mts acquired for the purpose of Metro Rail and land admeasuring 977.45 Sq.mts affected for road widening purpose), permitted the Developer herein to construct the Multi-storied Residential Apartment -cum- Commercial Complex on the net land admeasuring 12,069 Sq. mts by virtue of fee letter and the permit issued by the GHMC i.e., **documents at Sl.Nos.26 & 28** of the above index.

On perusal of **document at Sl.No.18** of the above index i.e., Memorandum of Deposit of Title Deeds, it is evident that the Captioned Developer viz., Abacus Real Estate Pvt. Ltd. borrowed the amounts from Kotak Mahindra Prime Limited and for securing the repayment of a sum of Rs.150.00 Crores together with interest thereon, the Captioned Developer has deposited the original Development Agreement -cum- GPA dated 14-12-2007 bearing registered document No.125 of 2008 and other documents in favour of the said Financial Institution and executed a Memorandum of Deposit of Title Deed dated 11.07.2017 bearing registered document No.4255 of 2017 in favour of Kotak Mahindra Prime Limited.

On perusal of **document at Sl.No.19** of the above index i.e., Memorandum of Deposit of Title Deeds, it is evident that the Captioned Developer viz., Abacus Real Estate Pvt. Ltd. borrowed the amounts from Kotak Mahindra Prime Limited and for securing the repayment of a sum of Rs.70 Crores together with interest thereon and executed a Memorandum of Deposit of Title Deed dated 10.05.2018 bearing registered document No.3405 of 2018 in favour of Kotak Mahindra Prime Limited.

On perusal of **document at Sl.No.20** of the above index, i.e., Fresh Certificates of Incorporation, it is evident that the name of the captioned Landowner herein viz., M/s BOC India Limited was changed to "M/s LINDE INDIA LIMITED" and the change of name was also duly recorded in the revised Certificate issued by the Registrar of Companies, Kolkata.



On perusal of documents at **Sl.No.22** of the above index i.e., Deed of Re-conveyance, it is evident that Captioned Developer viz., Abacus Real Estate Pvt. Ltd. repaid the Loan and closed loan facilities which was created by Memorandum of Deposit of Title Deed dated 11.07.2017 bearing registered document No.4255 of 2017 and executed a Deed of Re-conveyance dated 24.06.2019 bearing registered document No.4088 of 2019.

On perusal of documents at **Sl.No.23** of the above index i.e., Deed of Re-conveyance, it is evident that Captioned Developer viz., Abacus Real Estate Pvt. Ltd. repaid the Loan and closed loan facilities which was created by Memorandum of Deposit of Title Deed dated 10.05.2018 bearing registered document No.3405 of 2018 and executed a Deed of Re-conveyance dated 24.06.2019 bearing registered document No.4089 of 2019.

On perusal of **document at Sl.No.24** of the above index i.e., Memorandum of Deposit of Title Deeds, it is evident that the Captioned Developer viz., Abacus Real Estate Pvt. Ltd. borrowed the amounts from Standard Chartered Bank and for securing the repayment of a sum of Rupees Two Thousand Five Hundred Million together with interest thereon, the Captioned Developer has deposited the original Development Agreement -cum-GPA dated 14-12-2007 bearing registered document No.125 of 2008 and other documents in favour of the said Financial Institution and executed a Memorandum of Deposit of Title Deed dated 10.07.2019 in favour of Standard Chartered Bank and it appears that the said mortgage is still subsisting.

On perusal of document at **Sl.No.25** of the above index i.e. Certificate of Encumbrance, it is evident that the District Registrar of South Hyderabad issued Encumbrance Certificate bearing No.51159443 in respect of the subject property for the period from 01-01-1977 to 13-12-2020 which reflected time to time creation of mortgage and cancellation of mortgages on the subject property in respect of all the closed loan facilities.

On perusal of document at **Sl.No.21** of the above index i.e. Simple Mortgage Deed, it is evident that Captioned Landowner LINDE INDIA LIMITED through its GPA Holder Abacus Real Estate Pvt. Ltd. executed a Simple Mortgage Deed dated 4th May 2019 being registered document 3006 of 2019 wherein the Captioned Landowner LINDE INDIA LIMITED through its GPA Holder Abacus Real Estate Pvt. Ltd. mortgaged 10% of the total built up area in favour of GHMC to comply with the sanction conditions.

On perusal of documents at **Sl.No.27** of the above index i.e. Simple Mortgage Deed, it is evident that Captioned Landowner LINDE INDIA LIMITED through its GPA Holder Abacus Real Estate Pvt. Ltd. executed a Simple Mortgage Deed dated 17th November 2020 wherein the Captioned Landowner LINDE INDIA LIMITED through its GPA Holder Abacus Real Estate Pvt. Ltd. mortgaged 5% of the total built up area in favour of GHMC to comply with the sanction conditions.



It is further evident from the documents at **Sl.Nos.26 and 28** of the above index i.e., Fee Letter and the Permit and Sanction accorded by the GHMC that the Captioned Developer herein was permitted to develop the captioned referred subject property i.e. land admeasuring 12069.06 square meters out of the larger land admeasuring 38690 square meters in the Premises bearing Municipal H.No.8-4-300/1/A in Sy.No.78, situated at Fatehnagar Village, Sanathnagar, Hyderabad, Telangana by constructing a residential cum commercial complex to be known as "KALPATARU AVANTE" proposed to be having three Cellars plus Ground plus 14 Upper Floors comprising of commercial units and residential units on the upper floors and together with various infrastructure, amenities, facilities and Common Areas & Amenities and Limited Common Areas & Amenities and accordingly the GHMC granted Permit and Sanction.

Based on the aforesaid, I am of opinion that the flow of title and link in respect of the subject property and its marketable title is established in favour of the Captioned Landowner and the Captioned Developer obtained valid and enforceable developmental rights from the Captioned Landowner and is authorized and empowered to develop the subject property into a Multi-storied Residential Apartment Complex or/and Commercial Complex and in terms of the Development Agreement, the Captioned Developer as stated supra obtained all the required NOCs, Permits and sanctions from the competent Authorities.

I am of opinion that in terms of the developmental rights obtained and also in exercise of irrevocable GPA powers conferred on it, the Captioned Developer is exclusively entitled to alienate, convey and transfer all the Commercial Shops/Units and Residential Flats together with proportionate undivided share of land in the entire Complex to be known as "Kalpataru Avante", to be built on the subject land admeasuring 12,069 Sq.mts, to receive the sale consideration realized on such sales to itself, to execute and register the Agreement/s of Sale or/and Sale Deed/s on its behalf and also on behalf of the Captioned Landowner herein viz., M/s LINDE INDIA LIMITED (previously known as BOC India Limited) and I am of further opinion that all the documents perused by me for the purpose of arriving at my opinion are the valid documents and they do not suffer from any sort of legal infirmities and on sale of the Commercial Shops/Units and Residential Flats in the Complex "Kalpataru Avante" by the Captioned Developer, such prospective purchasers will acquire valid and legal ownership and marketable title in and over the same subject to what is stated hereinabove.

This opinion is given accordingly.



E. Ajay Reddy
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Advocate