B.S. RADHANANDAN & ASSOCIATES

Advocates and Solicitors

Phone : 9845009885, e-mail : nandanradha@yahoo.com

CHAMBERS: # 239/1, 1st Floor, 4th Main Road, Chamarajpet, Bengaluru-560 018

Date: 28.7.2025

To,

M/s.VERDANT BUILDERS AND DEVELOPERS
A Partnership Firm registered under the Indian Partnership Act, 1932,
Having its registered office at No.47/3, Kudlu Main Road,
Next to SBI Bank, Madiwala Post, Kudlu, Bangalore – 560068.
Represented by its Managing Partners,
Mr.G.Gajendra and Mr.Nishchal Raj

Sir,

Sub :	Furnishing of Title Report in respect of residentially converted immoveable property bearing **Sy.No.85** measuring an extent of **50,257 Sq. Ft.**, bearing BBMP Khatha No.116/Sy.No.85, bearing E-Katha No.1256693665, Singasandra Ward No.191, Bangalore, situated at Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, converted for non-agricultural residential purpose vide Conversion Order dated 10.1.2003 vide No.BDS.ALN.SR.A49/2001-02 passed by the Special Deputy Commissioner, Bangalore Urban District, Bangalore – regarding

LEGAL OPINION

1. PROPERTY:

All that piece and parcel of residentially converted immoveable property bearing **Sy.No.85** measuring an extent of **50,257 Sq. Ft.**, bearing BBMP Khatha No.116/Sy.No.85, bearing E-Katha No.1256693665,Singasandra Ward No.191, Bangalore, situated at Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, converted for non-agricultural residential purpose vide Conversion Order dated 10.1.2003 vide No.BDS.ALN.SR.A49/2001-02 passed by the Special Deputy Commissioner, Bangalore Urban District, Bangalore is bounded on the;

East by	:	Property of Horamavu Erappa
West by	:	Property of Baburaj
North by	:	Property of Baburaj and Road
South by	:	Property of Vasanthaiyengar and Nagappa Reddy

The said property is hereinafter referred to as **Schedule Property** for the purpose of brevity.

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2. OWNERS:

1) **SMT.MANJULA DEVI.P.N**
W/o. Late Dr H.Basker

2) **SRI.AVINITH BASKER**
S/o. Late Dr H.Basker

3) **SRI. ANCHITH BASKER**
S/o. Late Dr H.Basker

All are residing at No.101,
Poorna Palace apartments, 2nd Main,
12th 'A' Cross, J P Nagar 3rd Phase,
Bangalore – 560078.

3. DESCRIPTION OF THE DOCUMENTS PERUSED:

1. Suit and Partition Decree in O.S.No.66/1982.
2. Sale Deed dated 25.7.2000 vide registration No.973/2000-01.
3. Absolute Sale Deed dated 25.7.2000 vide registration No.955/2000-01.
4. Gift Deed dated 27.4.2018 vide registration No.1242/2018-19.
5. Change of Land Use from Hi-Tech to residential purpose issued by BDA vide No.BDA/NYoSa/CLU-124/2023-24/1335/2024-25 dated 12.9.2024.
6. Conversion Order dated 10.1.2003 vide No.BDS.ALN.SR.A.49/2001-02 passed by the Special Deputy Commissioner, Bangalore Urban District, Bangalore.
7. Improvement charges paid receipt dated 29.12.2017.
8. BBMP Special Notice dated 29.12.2017.
9. BBMP Katha Certificate and Katha Extract in the name of Thamma Reddy Venkata Sriman Narayana. BBMP Katha Certificate and Katha Extract in the name of Manjula Devi.P.N.

10. BBMP E- Katha Certificate in the name of Manjula Devi.P.N.
11. BBMP Tax paid receipts.
12. RTCs for the period 1961-62 to 2021-22.
13. M.R.No.8/2000-01
14. M.R.No.9/2000-01
15. Mula Karda
16. Akarbandh
17. Survey Sketch
18. Village Map
19. BDA NOC dated 5.1.2004.
20. Endorsement dated 27.7.2001 – Nil Tenancy Certificate.
21. Endorsement dated 11.09.2021 – for not available of IL & RR.
22. Endorsement dated 24.11.2021 – PTCL
23. Encumbrance Certificate for the period 1.4.1920 to 31.3.2004, 1.4.1940 to 31.3.2004, 1.4.1969 to 31.3.2004, 1.4.1991 to 29.8.2004, 1.4.2004 to 18.9.2017, 1.4.2018 to 27.4.2018, 1.4.2021 to 5.4.2022 and 2.12.2024 to 19.10.2024.

4. ACQUISITION OF TITLE – REGARDING:

On perusal of the documents produced its forthcoming that the property originally belonged to Raghuram Reddy as per entries found in the RTCs for the period 1969-70. However on perusal of the Partition Decree in O.S.No.66/1982 its forthcoming that the property belonged to one Obala Reddy who had three children by names Balakrishna Reddy, Raghuram Reddy and Smt.Rajalakshmi (all children of Obala Reddy).

Subsequently the joint family property of the Obala Reddy enjoyed by his children after the death of Obala Reddy. The Balakrishna Reddy had filed a suit in O.S.No.66/1982 and the said Suit in O.S.No.66/1982 on the file of Principal Civil Judge, Bangalore District, Bangalore was settled and as per the Final Decree for partition produced in O.S.No.66/82 its forthcoming that the amongst various other properties a Sy.No.85 measuring 1 Acre 16 Guntas of Kudlu Village, was allotted to the share of Balakrishna Reddy.

Therefore it can be safely opined that Balakrishna Reddy acquired the said property under the said partition and that Raghuram Reddy and Rajalakshmi have no claims or share in the said property.

Subsequently the said Balakrishna Reddy had conveyed the said property bearing Sy.No.85 measuring 0-16 Guntas in favour of Thamma Reddy Venakata Sriman Narayana, as per the terms of Absolute Sale Deed dated 27.5.2000 vide registration No.973/2000-01. Mutation was also made out in the name of Thamma Reddy Venakata Sriman Narayana vide M.R.No.8/2000-01. The said Balakrishna Reddy had also conveyed the remaining extent of 1-00 Acre in favour of Thamma Reddy Venakata Sriman Narayana as per the terms of Absolute Sale Deed dated 27.5.2000 vide registration No.955/2000-01. Mutation was also made out in the name of Thamma Reddy Venakata Sriman Narayana vide M.R.No.9/2000-01

Subsequently the said property was also converted for non-agricultural residential purpose vide Conversion Order dated 10.1.2003 vide No.BDS.ALN.SR.A49/2001-02 passed by the Special Deputy Commissioner, Bangalore Urban District, Bangalore.

Subsequently the said Thamma Reddy Venkata Sriman Narayan had conveyed an extent of 50,257 sq.ft., after setting apart certain areas for Roads, Drains, and residential house, in favour of Manjula Devi.P.N vide Gift Deed dated 27.4.2018 vide registration No.1242/2018-19. The Katha is also made out in favour of Manjula Devi.P.N on the file of BBMP and upto date is also paid to the BBMP. The said Manjula Devi acquired the said property in the said manner and in peaceful possession and enjoyment of the said property.

Subsequently the said Land Owners intended to develop the said Schedule Property and hence offered the said Schedule Property for Joint Development to **M/S. VERDANT BUILDERS AND DEVELOPERS.,** and had entered into Joint Development Agreement dated 3.2.2023 registered in the office of Sub-Registrar, Basavanagudi (Chamarajapet), Bangalore, vide registration No.9349/2022-23 and had executed General Power of Attorney dated 3.2.2023 registered in the office of Sub-Registrar, Basavanagudi (Chamarajapet), vide registration No.577/2022-23. As per the terms of the said JDA and GPA **M/S. VERDANT BUILDERS AND DEVELOPERS.,** is entitled to develop the Schedule Property by putting up residential apartments and are entitled to deal with 60% super built up area along with 60% 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 General Power of Attorney dated 3.2.2023 vide registration No.577/2022-23.

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 60% undivided right, title and interest in respect of the Schedule Property along with rights to retain and sell 60% super built up area constructed on the Schedule Property along with 60% parking area. The Owners are entitled to remaining 40% super built up area constructed on the Schedule Property along with 40% parking area apart from retaining 40% undivided right, title and interest in respect of the Schedule Property. The Owners have also executed a General Power of Attorney in favour 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 Bruhath Bangalore Mahanagara Palike Planning Authority (BBMP) had sanctioned building approved plan for construction of multi-storeyed apartment building vide **L P No.BBMP/Addl.Dir/JDSOUTH/0027/22-23 dated 5.7.2025** comprising and consisting of Lower Basement, Upper Basement, Ground Floor and Eleven Upper Floors.

Subsequently **M/S.VERDANT BUILDERS AND DEVELOPERS.,** entered into Agreement of Sharing of Apartments, as per the terms of which **M/S.VERDANT BUILDERS AND DEVELOPERS.**, is entitled to 50% 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 **Land Owners.**, is entitled to remaining 50% 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 **M/S.VERDANT BUILDERS AND DEVELOPERS.,** and **Land Owners.**, have identified their respective share of super built up area falling to their respective share of entitlement.

5. ENCUMBRANCE:

Encumbrance Certificate for the period 1.4.1920 to 31.3.2004, 1.4.1940 to 31.3.2004, 1.4.1969 to 31.3.2004, 1.4.1991 to 29.8.2004, 1.4.2004 to 18.9.2017, 1.4.2018 to 27.4.2018, 1.4.2021 to 5.4.2022 and 2.12.2024 to 19.10.2024 are produced. The encumbrance certificates clearly show that there are no liens or mortgages that are created over the schedule property. However, up-to-date encumbrance certificate shall be produced.

6. SUGGESTION:

To obtain Encumbrance Certificate from 01.04.2022 up-to-date.

7. OPINION:

Hence, I am of the opinion that the Owners 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. VERDANT BUILDERS AND DEVELOPERS.,** is empowered to sell or mortgage 60% undivided right, title and interest in the Schedule Property along with right to convey the constructed area to the extent of 60% constructed on the Schedule Property along with 60% Car Parking area.

Thanking you,

Yours faithfully,

(B.S.RADHANANDAN)
ADVOCATE