



LEGAL OPINION

Dated: 14-01-2019

To
M/s. LIVE IN INFRACON
8-2-109, Karmanghat,
Hyderabad.

1.Name of The Party:

M/s. Live in Infracon, represented by its Managing Partner Sri. T. Satish Reddy.

2.Description of The Property

All that the Open land admeasuring 2112 Sq.Yds or 1765.63 Sq. Mtrs. in Survey Nos.150 and 151, under Ward-17, Block-1, situated at Krishna Nagar Colony, Saidabad Village, Hyderabad and bounded by:

North: 30' wide road

South: M.Madhusudhan Reddy Property

East: 40' Wide Road

West : RKS Ishwarya Residential Apartment

3.Documents Examined:

1. P.T. Extract showing name of Sri. Marri Yellaiah as Tenant (Certified Copy)
2. Order issued by Tahsildar, Charminar Mandal in Tenancy case A3/6215/1971 (Original)
3. Order in proceedings No. B/8994/1980 and B/8995/1980 in application filed U/sec.38-B of AP (TA) Tenancy and Agricultural Lands Act. 1950 along with Form-VIB (Original)
4. ULC order dated 26-09-1981 along with Sketch plan (Xerox).
5. LRS proceedings No.LRS19042017051844 dated 19.04.2017 issued by GHMC for land to an extent of 1767 Sq.Mtrs (Online).
6. Lok Adalat compromise decree in O.S. No.346/2002 dated 04.07.2002 along with terms of Compromise (Xerox).

7. Development Agreement–cum-GPA No.10668/18 in favour of M/s. LIVE IN INFRA CON (Original)
8. Deed of Simple Mortgage No. 5145/17 in favour of GHMC (Xerox).
9. GHMC building permit dated 27.09.2017 to construct cellar, stilt for parking and 5 upper floors along with plans (Online).
10. Firm Registration certificate of M/s. Live in Infracon along with deed of Partnership (Xerox).

4.Flow of Title:

- I. Originally, document No.1 PT extract for Saidabad Village, Hyderabad reveals that Sri. Abdul Baquer Khan is Pattedar and Sri. Marri Yellaiah is shown as tenant for Sy. Nos. 142 to 144, 148 to 160, 180 and 183/1 of Saidabad Village.
- II. Under Document No.2, in Tenancy Case No.A3/6215/1971 dated 01.09.1975 an order was passed by Tahsildar, Taluq Urban, Hyderabad in terms of compromise between Sri Baquer Khan and Sri Marri Yellaiah @ Yella Reddy that Sri Marri Yella Reddy and Marri Sankar Reddy who are brothers are protected tenants of Pattedar and each of tenants are entitled for Ac.7-34 Gts., as shown in Schedule 'B' & 'C' of the order and in terms of compromise Sri Mohammed Baquer Khan is shown entitled for Ac.15-29 Gts and tenants would not claim the extent of Pattedar. In terms of compromise, it is admitted that Baquer Khan is entitled for Ac.15.29 Gts and Sri. Mohammed Baquer Khan agreed to transfer an area of Ac.7-34 Gts to each of the tenants. The respective Schedule of lands are property delineated in the plans annexed to the terms of compromise.
- III. Under document No.3, the Revenue Divisional Officer had passed an order dated 20.04.1981 in Proceedings No. B/89984/80 and B/8995/80 under Sec. 38-B of Tenancy and Agricultural Lands Act.1950 that Sri Marri Krishna Reddy, S/o Marri Yella Reddy and Marri Sankar Reddy are the protected tenants in Sy. Nos. 142 to 144, 148 to 160 & 182 of Saidabad Village and they filed an application enclosing the compromise deed executed

between the land holder/pattedar and tenants for transfer of ownership rights of the above lands and each of them entitled for Ac.7-34 Gts. On application by the tenants, notices have been issued to the land holder and the tenants who filed their respective affidavits, wherein, it is admitted for the transfer of ownership rights to them, hence Sec.38-B of the Act was complied. It is ordered for transfer of ownership rights Under Sec.38-B in the names of Protective Tenants Sri. Marri Sankar Reddy and Sri. Marri Krishna Reddy. In the Form VI-B under Rule-10, it is stated that Sri. Mohammed Baquer Khan who is land owner had relinquished his rights in favour of the Protective Tenants in respect of the described properties annexed to the said Form.

IV. Under Document No.4, the Special Officer and Competent Authority, ULC, Hyderabad vide Proceedings No.D1/9597/76 & D1/284/81, dated 26.09.1981 an order was passed that in Sy. No.151, there is a well admeasuring 1533 sq meters and each of the declarants namely Sri. Krishna Reddy and Sri. Sankar Reddy are entitled for an extent of 766.5 sq. meters each of them in the land covered by the well and it is also ordered that each of the declarant is entitled for the retainable area of 1000 sq. meters only out of 31102.35 sq. meters, hence each of the declarant was ordered to be entitled for 1767 sq. meters or 2112 sq. yards including the well portion.

V. Under document No.5, Greater Hyderabad Municipal Corporation issued LRS proceedings No.LRS19042017051844, dated 19.04.2017 regularising the land admeasuring 1767 sq. meters in Sy. Nos. 150 & 151 in the name of Sri. M. Krishna Reddy hence the land is regularised on payment of regularization charges through Bank Demand Drafts.

VI. Under Document No.6, the Lok Adalath, Ranga Reddy District had passed a compromise decree dated 04.07.2002 in O.S. No. 346/2002 filed by Sri. M. Krishna Reddy against Smt. T. Mutyalamma and her children who is sister of Sri. Krishna Reddy, wherein, in the terms of compromise, it is agreed that Sri. Marri Krishna Reddy had paid

Rs.10,00,000/- to his sister and her family towards the share of his sister Smt. T. Mutyalamma and Smt. T. Mutyalamma and her children have no claim against the properties owned by Sri. M. Krishna Reddy and his family, the properties include the subject land.

VII. Under document No.7, Sri. M. Krishna Reddy S/o late M. Yella Reddy, Sri. M. Rajasekhar Reddy, S/o Sri. M. Krishna Reddy, Sri. M. Ravi Kiran Reddy, S/o. Sri. M. Krishna Reddy, Sri. M. Rajnikanth Reddy, S/o. Sri. M. Krishna Reddy and Smt. Sripati Sandhya Rani, D/o Sri. M. Krishna Reddy executed a Development Agreement-cum-GPA vide Document No.10668/2018, dated 15.12.2018 in favour of M/s Live in Infracon, a Partnership Firm represented by Sri. P. Satish Reddy for development of land to an extent of 2112 sq. yards in Sy. Nos. 150 & 151 situated at Saidabad Village, with understanding to share the developed area in the ratio of 41% to the land owners and 59% to the developer. The Development Agreement also gives the flats to be shared by each of the land owners and that Sri M. Rajsekhar Reddy is allotted Flat No.102, 202, 306 & 501 in First Floor, Second Floor, Third Floor, & Fifth Floors, Sri. M. Rajnikanth Reddy is allotted Flat No.103, 204, 503 in First Floor, Second Floor, and Fifth Floors, Sri. M. Ravi Kiran Reddy is allotted Flat No.104, 206, 307 in First Floor, Second Floor, and Third Floors, Sri. M. Krishna Reddy is allotted Flat No.106, 403, 502 in First, Fourth and Fifth floors and Smt. Sripati Sandhyarani is allotted Flat No.302 on Third Floor and the remaining flat Nos. 101, 105, 107, on first floor, 201, 203, 205, 207 on second floor, 301, 303, 304, 305, 306 on third floor, 401, 402, 404, 405, 406, 407 on fourth floor, 504, 505, 506, 507 on fifth floor were allotted to the developer towards their 59% of share in the built up area. Through GPA in Development Agreement the developer is authorized to sell his share of flats. Respective owners are entitled to deal with their flats in the manner they deem fit.

VIII. Under Document No.8, Registered Simple Mortgage Deed No.5145/2017 dated 13.08.2017 Sri. M. Krishna Reddy had mortgaged in favour of GHMC an area to an extent of

4735.90 sft. in second floor and as per the plan annexed to the building permit Flat Nos. 202, 203, 204, & 205 are mortgaged to GHMC for the purpose of obtaining building permit, which flats will be released by GHMC on construction of the building as per sanctioned plan.

IX. Under Doc. No.9, GHMC issued building permit dated 27.09.2017 for construction of building consisting of stilt and cellar for parking and five upper floors on payment of various fees as applicable.

X. Under Doc. No.10, the developer is a duly registered firm vide registration No.3290 of 2013, dated 23.12.2013 as issued by Registrar of Firms, Ranga Reddy East.

XI. Under Doc. No.11, the partnership deed dated 21.12.2013, the partners of M/s.Live in Infracon a Partnership Firm, Sri.T. Venkat Reddy, Sri. T. Sateesh Reddy, Smt. T. Usha Venkat Reddy and Ms. T. Ramya Reddy are the partners of the Firm. According to the Partnership Deed, any of these partners are entitled to sell, transfer or mortgage any of the flats allotted to the Firm without the consent of the other partners.

XII. RERA is applicable for this project and the developer is advised to obtain due registration of the project.

XIII. The developer is advised to obtain authorization in favour of one of the partners name or the Managing Partner for the purpose of selling the flats allotted to it under DAGPA to third parties.

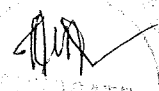
XIV. The Encumbrance Certificate must be obtained invariably on each flat to be dealt with.

OPINION:

The upshot of the aforesaid facts, circumstances and also in the light of the aforesaid documents mentioned above, the land owners are the absolute owners and exclusive possessors of the schedule property subject to DAGPA in favour of M/s Live in Infra Con, for more than 30 years through themselves and also through their predecessors of title.

There is no defect in the chain of title and the flow of title is clear, valid and land owners and DAGPA holder have absolute marketable title over the respective flats allotted to them under Development Agreement-cum-GPA No. 10668/18.

Place: Hyderabad
Date: 14-01-2019


K. HARIHAR BABU