

FORM 'B'
[See rule 3(4)]

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE
PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER**

Affidavit cum Declaration

Affidavit cum Declaration of M/s. Nitesh Estates Limited promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its authorization dated 27th July, 2017;

I, Pradeep Narayan duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Mr. Shantesh S. Gurreddi and Mrs. Jyothi S. Gurreddi, have a legal title to the land on which the development of the proposed project is to be carried out

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land was free from all encumbrances as evidenced by the encumbrance certificate dated 4th April, 2017. Since then however a charge has been created to the extent of the developer's share in favour of HDFC Bank, the lender for the project.
3. That the time period within which the project shall be completed by the promoter is 31st March, 2020.
4. That seventy per cent of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

Nitesh Estates Limited

CIN : L07010KA2004PLC033412

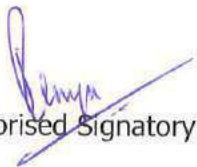
Regd. Office: Level 7, Nitesh Timesquare, # 8, M.G. Road, Bangalore - 560 001, India.

P: +91- 80-4017 4000 F: +91- 80-2555 0825, W: www.niteshestates.com



7. That the promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That the promoter shall take all the pending approvals on time, from the competent authorities.
9. That the promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

For Nitesh Estates Limited,

A handwritten signature in blue ink, appearing to be "Nitesh", written over a horizontal line.

Authorised Signatory

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Bangalore on this 29th day of July 2017.

For Nitesh Estates Limited,

A handwritten signature in blue ink, appearing to be "Nitesh", written over a horizontal line.

Authorised Signatory

Nitesh Estates Limited

CIN : L07010KA2004PLC033412

Regd. Office: Level 7, Nitesh Timesquare, # 8, M.G. Road, Bangalore - 560 001, India.

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DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED ON THIS THE TWENTY SECOND DAY OF JULY IN THE YEAR TWO THOUSAND FIFTEEN (21/07/2015)

: BETWEEN:

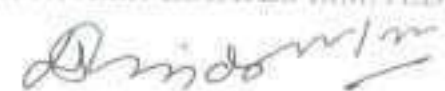
1. **MR. SHANTESH S. GUREDDI**, S/o. Late. Sri. S M Gureddi, aged about 62 years, residing at 516/4, 10th Cross, RMV Extension, Sadashivnagar, Bangalore – 560080 (hereinafter referred to as “**LAND OWNER 1**” which expression shall, unless repugnant to the context or meaning hereof, be deemed to include his heirs, administrators, executors, successors and permitted assigns) of the **FIRST PART**;
2. **MRS. JYOTHI S. GUREDDI**, W/o. Sri. Shantesh S. Gureddi, aged about 56 years, residing at 516/4, 10th Cross, RMV Extension, Sadashivnagar, Bangalore – 560080 (hereinafter referred to as “**LAND OWNER 2**” which expression shall, unless repugnant to the context or meaning hereof, be deemed to include her heirs, administrators, executors, successors and permitted assigns) of the **SECOND PART**;

*Land Owner 1 and Land Owner 2 are collectively referred to as **LAND OWNERS***

AND

NITESH ESTATES LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 7th Floor, Nitesh Timesquare No. 8, M. G. Road, Bangalore 560 001, represented by its duly authorized Executive Director Mr.


Jyothi Gureddi

For NITESH ESTATES LIMITED

Executive Director

L. S. Vaidyanathan, hereinafter referred to as the "**DEVELOPER**", (which expression shall, unless repugnant to the context, mean and include its successors, administrator and assignees) of the **THIRD PART**;

*(The LAND OWNERS and the DEVELOPER are hereinafter collectively referred to as "**Parties**" and individually referred to as a "**Party**")*

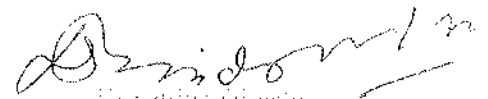
WHEREAS the LAND OWNERS have represented that they are the absolute owners by title and in actual possession and enjoyment of all that immovable property more fully described in the Schedule herein and hereinafter referred to as the "**Schedule Property**" and clearly demarcated in the sketch attached hereto as **ANNEXURE – I**, having purchased the same in terms of the Sale Deeds detailed below from its erstwhile owners in their joint names referred to above:

- i. Sale Deed dated 11/11/2003 executed by Sri. K N Ramamurthy and others in favour of Sri. Shantesh S Gureddi and Smt. Jyothi S. Gureddi which is registered as Document No. 3793/03-04 in Book I and stored in CD No. G.N.S.R-35 at the office of the Sub-Registrar, Gandhinagar, Bangalore (U) District in respect of the property bearing BBMP Municipal No. 317/45 & 317/46 (Old Nos 317 & 318), PID No. 317/45-318/46, situated at 14th Main Road, Rajamahal Vilas Extension, Bangalore – 560080 in all measuring 6692 Sq ft;
- ii. Sale Deed dated 24/05/2010 executed by Sri. N. Prashanth alias N. Prashanth Yadav in favour of Sri. Shantesh S Gureddi and Smt. Jyothi S. Gureddi which is registered as Document No. MLS-1-00245/2010-11 in Book I and stored in CD No. MSID-17 at the office of Senior Sub-Registrar, Malleswaram, Bangalore in respect of the property bearing BBMP No. 6 & 7 (Old Nos. 275/A & 275/B), PID No. 99-28-6&7, situated at 15th Main Road, Rajamahal Vilas Extension, Bangalore -560080 in all measuring 7140 Sq. ft.,.

AND WHEREAS the LAND OWNERS are in absolute and peaceful possession and enjoyment of the schedule property and fully entitled to sell, transfer or otherwise deal with the same at their absolute discretion. The LAND OWNERS


Jyothi Gureddi

FOR INTERMEDIATE DEEDS CREATED

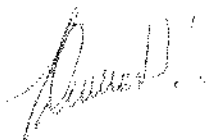

Executive Director

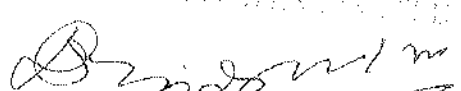
have got all revenue records mutated/khata transferred to their names and are paying the property taxes to the Government.

AND WHEREAS the DEVELOPER represented that it is in the business of land development and construction activities and has necessary financial capacity, infrastructure, expertise, knowledge in developing the Schedule Property into a **"PREMIUM RESIDENTIAL APARTMENT COMPLEX"**.

AND WHEREAS the LAND OWNERS are desirous of developing the Schedule Property into premium apartment building in the Schedule Property and has made the following representations to the DEVELOPER:

- a. The Schedule Property is not subject to any litigation, Court attachments or acquisition proceedings of any kind.
- b. There are no claims, mortgages, charges, Lien or encumbrances of whatsoever nature in respect of the Schedule Property.
- c. The LAND OWNERS have not entered into any Agreement of Sale, Memorandum of Understanding, lease and/or license or any scheme of development of the schedule property with any third party.
- d. There is no prohibition to acquire, hold or to develop or sell the Schedule Property by the LAND OWNERS. That the actual possession of the Schedule Property is with the LAND OWNERS and the same is free from any encroachments and third party claims. The LAND OWNERS have paid Property taxes up-to-date, in respect of Schedule Property.
- e. That no notice from Government or any other local body or authority or under the Land Acquisition Act or any other Act (Central or State) otherwise or under any other Legislative Enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the Schedule Property) has been received by the LAND OWNERS to acquire whole or portions of the Schedule Property.


Syathi Ganoddi

CHIEF EXECUTIVE OFFICER

Executive Director

- f. That the LAND OWNERS do not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax which would affect the title or development and alienation of Schedule Property.
- g. That save and except as provided in this Agreement, the LAND OWNERS will keep the Schedule Property free from all encumbrances, attachments, court orders, charges, leases, mortgages and other third party rights;

AND WHEREAS pursuant to the above representations, the DEVELOPER approached the LAND OWNERS with an offer to develop the Schedule Property more fully delineated in the sketch hereto annexed.

AND WHEREAS, the LAND OWNERS have agreed to authorize the DEVELOPER to develop the Schedule Property as above in accordance with the approved/modified sanctioned plan for the purpose of construction, sale of flats (as per their respective share), management and transfer of flats/apartments in terms of this agreement.

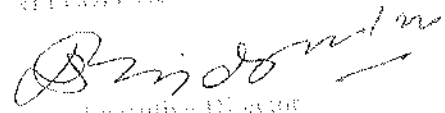
AND WHEREAS both Parties now deem it necessary to reduce into writing the mutually agreed terms and conditions of this Agreement as hereunder:

NOW, THEREFORE, THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

1. AGREEMENT/PERMISSION TO DEVELOP:

- 1.1 That in pursuance of the foregoing and subject to the mutual obligations undertaken by the LAND OWNERS and the DEVELOPER under this agreement, the LAND OWNERS hereby irrevocably empowers/authorises the DEVELOPER to develop the Schedule Property at the cost of the DEVELOPER as per the specifications mentioned in ANNEXURE -II to this agreement and the LAND OWNERS shall not revoke the rights so granted, unless events become contrary to the terms of this agreement, till completion of the project development, and completion of sale and conveyance of undivided right, title, interest and share in the Schedule Property in favour of the DEVELOPER or its nominees as contemplated


Jyothi Gureddi

THE HITECH ESTATES LIMITED

Executive Director

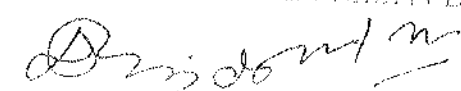
the obligation of the DEVELOPER with no specific timelines brought out in this agreement.

- 5.3. The DEVELOPER shall not incur any liability due to failure or delay in performance of any obligation by reason/s of Vis Majeure, provided, however, that the DEVELOPER shall promptly notify in writing the LAND OWNER of the occurrence of a Vis Majeure event and the effect on its ability to perform its obligations. On the happening of a Vis Majeure event, the DEVELOPER shall be entitled to such extension of time for Project Completion as shall be equal to the number of days by which the delay is caused due to such Vis Majeure event. All durations agreed under this Agreement (including for the delivery of the LAND OWNERS' Share or the relevant part thereof and securing the sanctioned plans and other approvals required for the commencement of development of the Schedule Property) shall be deemed to have been extended by the periods equal to the periods of delay on account of the Vis Majeure conditions.

6. SHARING OF BUILT UP AREAS:

- 6.1. The LAND OWNERS and the DEVELOPER mutually agree that the LAND OWNERS shall be collectively entitled to 50% of super built up area attributable to the Schedule Property in the Premium Residential Project comprising of such number of apartments (depending on area of each apartment) along with proportionate undivided right on common areas and car parking space which shall hereinafter be collectively referred to as the "LAND OWNERS SHARE OF SUPER BUILT UP AREA" and the DEVELOPER shall be entitled to 50% of super built up area attributable to the Schedule Property in the Premium Residential Project comprising of such number of apartments (depending on area of each apartment) along with proportionate undivided right on common areas and car parking space which shall hereinafter be referred to as the "DEVELOPER'S SHARE OF SUPER BUILT UP AREA".
- 6.2 In consideration of the DEVELOPER agreeing to deliver the LAND OWNER'S SHARE OF SUPER BUILT UP AREA, the LAND OWNERS have agreed to deliver the DEVELOPER or any of its nominee/s or


Jyothi Geneddi

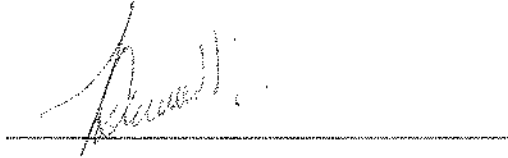
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Executive Director

West By : Road

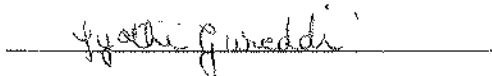
South By : Old Site Nos. 317 & 318.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date

BY THE "LANDOWNERS"

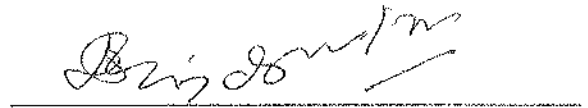


Name: [SHANTESH S. GUREDDI]



Name: [JYOTHI S. GUREDDI]

BY THE "DEVELOPER" through its
authorised signatory



Name: Mr. L.S. Vaidyanathan

Designation: Executive Director

Witnesses:

1. 

(SREENATH S.)
No-8, 7th floor,
M.G. Road,
Bangalore.

2. 

(Clement Samuel)
26, North Road
Cooke Town
Bangalore - 560084

For NITESH ESTATES LIMITED

Executive Director

ANNEXURE IV
LIST OF ORIGINAL TITLE DEEDS

PROPERTY BEARING MUNICIPAL NO. 275/A & 275/B, NEW NOS. 6 & 7			
SL NO.	DATE	DESCRIPTION OF THE DOCUMENTS	DOCUMENT TYPE
1	26/6/1958	Sale Deed executed by Smt. Shivamma in favour of Smt. Thayamma Veeranna Gowda registered vide Document No. 2024/1958-59.	Certified Copy
2	19/3/1962	Communication bearing No. HC-A-10-51/59-60 issued by the Office of the Charman, City Improvement Trust Board, Bangalore.	Photostat Copy
3	20/8/1975	Will executed by Smt. Thayamma Veeranna Gowda registered dated 18/12/1976 vide Document No. 3/76-77 at the office of Head Quarters Assistant to the District Registrar, Bangalore.	Certified Copy
4	4/7/2000	Death Certificate bearing No. 97661 issued in respect of Smt. Thayamma Veeranna Gowda.	Original
5	6/12/1980	General Power of Attorney executed by Sri. M. Ramanna registered vide Document No. 503/1980-81.	Certified Copy

[Signature]
Jyothi Gureddi

ANIL KOTESH ESTATES LIMITED
[Signature]
Executive Director

TITLE OPINION

Sub: Title Opinion in respect of residential property bearing present Municipal Numbers 45 (old number 317) and 46 (old number 318), P.I.D. Nos. 99-27-45 and 99-27-46, 14th Main Road, Rajamahal Vilas Extension, Bangalore -560 080.

I Documents Furnished for examination (All Xerox copies):

1. Sale Deed dated 26/05/1958 executed by Smt. Shivamma, W/o Major Subedar Sardar L. Mahadevaiah in favour of Smt. Thayamma Veeranna Gowda W/o Shri. H.K.Veeranna Gowda which was registered on 30/06/1958 as document no. 2024/58-59 in Book-I, Volume 1708 at Pages 18 to 21 at the Office of the Sub Registrar, North Taluk, Bangalore.
2. Communication bearing no. HC-A-10-51/59-60 dated 19/03/1962 issued by the Office of the Chairman, City Improvement Trust Board, Bangalore.
3. Will dated 02/08/1975 executed by Shri. H.K.Veeranna Gowda S/o Late Patel Kenche Gowda, registered on 28/05/1976 as document no.2/76-77 in Book III, Volume 6 at Pages 26 to 27 at the Office of Head Quarters Assistant to the District Registrar, Bangalore.
4. Certificate of Death dated 29/05/2003 issued in respect of Shri. Veeranna Gowda by the Competent Authority, Bangalore Mahanagara Palike, Bangalore.
5. Sale Deed dated 02/03/1981 executed by (1) Dr. H.K.Mariyappa, S/o Patel Kenche Gowda, (2) Shri. K.L.Shivalinge Gowda, S/o Shri. Linge Gowda and (3) Shri. M.Manche Gowda, S/o Shri. Molle Manche Gowda in favour of Shri. K.N.Ramamurthy, S/o Shri. Narasiyappa which is registered as document no. 4703 of 80-81 in

Book 1, Volume 2845 at Pages 27 to 34 at the Office of Head Quarter Sub Registrar, Bangalore, Gandhinagar.

6. Sale Agreement dated 27/08/1990 executed by Shri. K.N.Ramamurthy, S/o Shri. Narasiyappa in favour of Shri. N.Narayana Reddy S/o Late Shri. Range Gowda which is registered as document no.2160 of 90-91 in Book-I, Volume 3685 at Pages 40 to 42 at the Office of Head Quarter Sub-Registrar, Bangalore, Gandhinagar.
7. Certificate of the Khatha dated 20/08/2003 bearing no.DA/99PR/28110304 issued in respect of property bearing nos. 317/45 and 317/46, 14th Main Road, RMV Extension, Bangalore by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike, Bangalore.
8. Assessment Extracts dated 10/11/03 issued in respect of property bearing nos. 317/45 and 317/46, 14th Main, RMV Extension, Bangalore for the period from 01/10/1987 to 31/03/1998 by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike, Bangalore.
9. Assessment Extracts dated 21/10/2003 issued in respect of property bearing nos. 317/45 and 317/46, 14th Main, RMV Extension, Bangalore for the period from 01/04/1998 to 22/10/2003 by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike.
10. General Power of Attorney dated 28/12/2000 executed by Shri. N.Rajanikanth, S/o Late Shri. Naraseyyappa in the presence and before the Notary at Bangalore.
11. Special Power of Attorney dated 12/08/2003 executed by Mrs. Savithri Kumar D/o Late Shri. N.Narayana Reddy in the presence and before the Notary at Bangalore.
12. Sale Deed dated 11/11/2003 executed by Shri. K.N.Ramamurthy and others in favour of Shri. Shantesh Gureddi and Smt. Jyothi S.Gureddi which is registered as document no



3793 of 03-04 in Book-1 and stored in C.D. No. G.N.S.R. 35 at the Office of the Sub-Registrar, Gandhinagar, Bangalore (U) District.

13. Order bearing no. DAQQ/KTR/184/03-04 dated 04/12/2003 passed by The Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike.
14. Endorsement bearing no. DAW99/KTR184/03-04 DATED 09/12/2003 issued by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike.
15. Khata Certificate and Khata Extract both dated 29/01/2005 issued in respect of property bearing New No. 45, Old No. 317, PID No. 99-27-45, 14th Main Road, RMV Extension, Bangalore by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike, Bangalore.
16. Khata Certificate and Khata Extract both dated 29/01/2005 issued in respect of property bearing New No. 46, Old No. 318, PID No. 99-27-46, 14th Main Road, RMV Extension Bangalore by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike, Bangalore.
17. Tax paid receipts for the Assessment Years 1998-1999 (second half) to 2002 -2003 and 2004-2005 to 2013-1014.
18. Encumbrance Certificates:
 - (a) Dated 28/01/2005 In Form No. 15 issued in respect of Property bearing Old Numbers 317 & 318, New Numbers 317/45 & 318/46, 14th Main Road, RMV Extension, Bangalore for the period from 01/04/1980 to 31/03/2004 by the Sub Registrar, Gandhinagar, Office of the Central Record, Bangalore Urban District.
 - (b) Dated 28/01/2005 in Form No. 16 issued in respect of Property bearing Old Numbers 317 & 318, New Numbers 317/45 & 318/46, 14th Main Road, RMV Extension, Bangalore for the period from 01/04/2004 to 27/01/2005 by the Sub Registrar, Gandhinagar, Bangalore.



II Description of the Property (Subject Property):

All that piece and parcel of land together with building, out- house and other constructions standing thereon, bearing Old Numbers 317 & 318, Subsequently 317/45 & 318/46 and presently bearing New Municipal Number 45 (forty five) PID No. 99-27-45 and 46 (forty six) PID No. 99-27-46, 14th Main Road, Rajamahal Vilas Extension, Sadashivanagar, Bangalore 560 080 and bounded on

North By: Private Property and measuring on that side 95'.6"
(Ninety Five Feet and Six Inches),

South By: Road and measuring on that side 95'.6" (Ninety Five Feet And Six Inches),

West By: Road and measuring on that side 70'.0" (Seventy Feet), &

East By: Private Property and measuring on that side 70'.0"
(Seventy Feet)

Be these measurements a little more or less consisting the house built in the year 1968, comprises the house, and out-houses having open area of 6,692 square feet, plinth area consisting of main building consists of ground floor and portico of 27 squares, and first floor of 17 squares and out house with an area of 23 squares including Two Garages with red oxide flooring and jungle wood doors and windows.

III Brief Facts:

1. That, originally residential property bearing present Municipal Numbers 45 and 46 (old property Nos. 317 & 318, subsequently 317/45 & 318/46) 'subject property' for short hereafter) were portions of site no. 'C', plot no. 11 formed in survey no. 02 (two) of Rajamahal, Bangalore belonged to one Smt. Shivamma, W/o Major Sardar L. Mahadevaiah, the Personal Secretary to the then His Highness the Maharaja and Governor of Mysore who sold the same for valuable consideration to one Smt. Thayamma Veeranna Gowda, W/o Shri. H.K.Veeranna Gowda vide Sale Deed dated 30/06/1958 (document no. 1).



2. Subsequently the then City Improvement Trust Board ('CITB' for short), the present Bangalore Development Authority ('BDA' for short) formed a residential lay out in the lands in question including the property which was purchased by the above stated Smt. Thayamma Veeranna Gowda. The CITB, on the application made by Smt. Thayamma Veeranna Gowda in this regard decided to re-convey several sites including sites numbers 317/45 and 318/46 formed by it and known as 'Rajamahal Vilas Extension' in favour of Smt. Thayamma Veeranna Gowda on payment of lay out and other charges (document no.2).
3. That, above stated Smt. Thayamma Veeranna Gowda and her husband Shri. H.K.Veeranna Gowda were childless couple and her husband Shri. H.K.Veeranna Gowda constructed a residential building on the subject property comprising Main house consisting of Ground Floor and First Floor, Out House, Two Garages etc., Shri. H.K. Veeranna Gowda during his life time executed a will dated 02/08/1975 in consultation with his wife Smt. Thayamma Veeranna Gowda and deposited the same in a sealed cover with the District Registrar, Bangalore. Smt. Thayamma Veeranna Gowda was one of the witnesses to the execution of the said will. Shri. H.K. Veeranna Gowda S/o Shri. Patel Kenche Gowda died on 07/04/1976 and Smt. Thayamma Veeranna Gowda W/o Shri. H.K.Veeranna Gowda died on 24/09/1976.
4. That, upon the demise of Shri. H.K. Veeranna Gowda, the sealed cover containing the will dated 02/08/1976 was opened and registered on 28/05/1976 in accordance with law. Shri. H.K.Veeranna Gowda by his will dated 02/08/1976 appointed his younger brother Dr. H.K. Mariyappa, Shri. K.L. Shivalinge Gowda, and Shri. M. Manche Gowda as the joint executors of his will and directed the said executors to dispose off the subject property for the best possible price and from out of the net proceeds thereof, to pay the individuals and purposes specified and detailed therein (documents no.3 & 4).
5. That, as per the instructions and desire of Shri. H.K.Veeranna Gowda, the executors of his will, advertised in the English Daily 'Deccan Herald' inviting offers for the purchase of the subject property and sold the subject property for the best possible price and consideration vide Sale Deed dated 02/03/1981 executed in

- favour of one Shri. K.N.Rama Murthy, S/o Shri. Naraseeyappa (document no. 5).
6. Shri. K.N.Rama Murthy, in turn, sold the subject property for valuable consideration to his relative and well wisher Shri. N. Narayana Reddy S/o Late Shri. Range Gowda and executed a Sale Agreement dated 27/08/1990 and on receipt of entire agreed sale consideration put said Shri. N.Narayana Reddy in absolute possession and enjoyment of the subject property (document no. 6).
7. That, as the execution of Sale Deed in pursuance of the Agreement of Sale is deferred as agreed between the parties, the Khata, Assessment Extracts and other records maintained in respect of the subject property by the jurisdictional Assistant Revenue Officer, Bangalore Mahanagara Palike at his office continue to stand in the name of above stated Shri. K.N.Rama Murthy (documents no. 7, 8 & 9).
8. That, one Shri. N.Rajanikanth S/o Shri. Naraseeyappa, who is brother of above stated Shri. K.N.Rama Murthy and first son-in-law of agreement holder Shri. N.Narayana Reddy executed a General Power of Attorney dated 28/12/2000 nominating, appointing and constituting his brother Shri. K.N.Rama Murthy as his Attorney to do all acts, deeds and things stated therein which includes execution and registration of sale deed in his name and on his behalf. The said document is notarized on 28/12/2000 at Bangalore. (document no. 10).
9. Like wise, Mrs. Savithri Kumar D/o Shri. N.Narayana Reddy also executed a Special Power of Attorney dated 12/08/2003 nominating, appointing and constituting her cousin brother Shri. N.Chelava Murthy S/o Late Shri. R.Kaverappa as her Attorney to do all acts, deeds and things stated therein which includes execution and registration of Sale Deed in respect of subject property in favour of intending Purchaser/s, in her name and on her behalf and the said document is notarized on 12/08/2003 (document no. 11).
10. Shri. K.N.Rama Murthy, the owner and khatedar of the subject property sold the subject property for valuable consideration vide Sale Deed dated 11/11/2003 executed in favour of Shri. Shantesh Gureddi and Smt. Jyathi S.Gureddi. The recitals of the said Sale Deed indicates that the Agreement of Sale holder Shri. N.Narayana Reddy died on 13/12/2000 and the said person

during his life time executed a will dated 06/12/2000, which is registered on 20/06/2002 bequeathing whatever claim, share, interest, right he may have or had in respect of subject property in favour of his first son-in-law Shri. N.Rajanikanth. In order to transfer and convey absolute and marketable title in respect of subject property in favour of the Purchasers, above stated Shri. N.Rajanikanth, Smt. Radha Raj and Smt. Savithri Kumar the only daughters and legal heirs to the estate of Shri. N.Narayana Reddy, have joined in the execution of Sale Deed dated 11/11/2003 (document no.12).

11. In pursuance of the same and on the application made in this regard by the Purchasers, the jurisdictional Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike by his order dated 04/12/2003 mutated the Khata and other revenue records maintained at his Office in respect of Subject Property in favour of Shri. Shantesh Gureddi and Smt. Jyothi S.Gureddi and issued endorsement dated 09/12/2003, Khata Certificate and Khata Extracts and the tax payable in respect of the Subject Property has been paid till Assessment Year 2013-2014 (documents no.13 to 17).
12. Encumbrance Certificates issued in Form No. 15 and in Form No 16 by the Competent Authority in respect of subject property reflects the transaction/s taken place and indicates that as on 27/01/2005 there is no encumbrance on the same. IV

IV OPINION:

After the perusal of the documents referred to above, it is noticed that the predecessor's of title and present owner's title and peaceful possession and enjoyment of subject property is unhindered and continuous for more than thirty years and to further confirm the same a clarification is required and may be obtained from BDA as to the action taken in furtherance of communication dated 19/03/1962 and that encumbrance certificate from 27/01/2005 till date may be obtained. Subject to the above I am of the opinion that:

- (a) Shri. Shantesh Gureddi and Smt. Jyothi S.Gureddi are the joint owners in exclusive possession and enjoyment of the subject property and their title to the same is absolute and marketable.



- (b) There is no encumbrance in respect of the subject property during the period covered by the Certificates referred to supra.
- (c) The Khata and other records maintained by the jurisdictional Revenue Authority, Bruhat Bangalore Mahanagara Palike in respect of subject property is duly mutated and stands in the name of Shri Shantesh Gureddi and Smt. Jyothi S. Gureddi.

All the Xerox copies of documents referred to supra are returned herewith.



Advocate. 

TITLE OPINION

Sub: Title Opinion in respect of residential property bearing present Municipal Numbers 06 (six) and 07 (seven), PID Nos. 99-28- 6&7 15th Main Road, Rajamahal Vilas Extension, Bangalore- 560 080.

I Documents furnished for examination: (All Xerox copies)

1. Sale Deed dated 26/05/1958 executed by Smt. Shivamma, W/o Major Subedar Sardar L.Mahadevaiah in favour of Smt. Thayamma Veeranna Gowda W/o Shri. H.K.Veeranna Gowda which was registered on 30/06/1958 as document no. 2024/58-59 in Book-I, Volume 1708 at Pages 18 to 21 at the Office of Sub-Registrar, North Taluk, Bangalore.
2. Communication bearing no. HC-A-10-51/59-60 dated 19/03/1962 issued by the Office of the Chairman, City Improvement Trust Board, Bangalore.
3. Will dated 20/08/1975 executed by Smt. Thayamma Veeranna Gowda, W/o Shri. H.K.Veeranna Gowda, registered on 18/12/1976 as document no. 3/76-77 in Book-III, Volume-6, at Pages 28 to 30 at the Office of Head Quarters Assistant to the District Registrar, Bangalore.
4. Certificate of Death bearing no. 97661 dated 04/07/2000 issued in respect of Smt. Thayamma Veeranna Gowda, W/o Shri. H.K.Veeranna Gowda by the Competent Authority, Bangalore Mahanagara Palike, Bangalore.
5. General Power Of Attorney dated 06/12/1980 executed by Shri.M.Ramanna, S/o Late Shri. Hombale Gowda which is registered as document no. 503/80-81 in Book IV, Volume 112, at Page 128 and filed in SF Volume 116, page 49 at the Office of Sub Registrar of Bangalore, Gandhinagar.
6. Sale Deed dated 31/3/1981 executed by Shri. M.Ramanna S/o Shri. Hombale Gowda by his GPA holder Shri. K.T.Chandu and Shri. K.T.Chandu S/o Shri. K.Thammanna Gowda in favour of Shri. N. Srirama Reddy S/o Range Gowda which is registered as document no.35/81-82 in Book_I, Volume 2842 at Pages 103 to 114 at the Office of Head Quarter Sub Registrar, Bangalore, Gandhinagar.

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ADVOCATE

7. Deed of Adoption dated 09/11/1992 executed by and in between Shri.N. Subhas S/o Shri Krishnamurthy and Shri. N. Srirama Reddy S/o Range Gowda which is registered on 18/11/1992 as document no. 309/92-93 in Book IV, Volume 186 at Pages 121-126 at the Office of the Sub Registrar, Bangalore, Gandhinagar.
8. Will of Shri. N.Srirama Reddy S/o Shri. Range Gowda which is executed on 27/05/1993 and registered on 10/06/1993 as document no. 72/93-94 in Book III, Volume 143 at Pages 185 to 189 at the Office of Joint Sub Registrar of Bangalore, Gandhinagar.
9. Certificate of Death bearing no. 84680 issued in respect of Shri N.Sri Rama Reddy S/o N.Range Gowda by the Competent Authority, Bangalore Mahanagara Palike, Bangalore.
10. Certificate of Death bearing no. 63715 dated 23/08/2000 issued in respect of Smt. Mylamma, W/o Shri. Sreerama Reddy by the Competent Authority, Bangalore Mahanagara Palike, Bangalore.
11. Endorsement dated 11/11/99 bearing no. DA WA 99/KTR 68/99-2000 issued by Assistant Revenue Officer, Ganganagar Range, Bangalore Mahanagara Palike.
12. Certificate dated 19/11/1999 bearing no. DA.WA99/PR241/99-2000 issued in respect of property bearing no. 275A/6 and 275B/7 in favour of Shri. N.Prashant by Assistant Revenue Officer, Revenue Department, Ganganagara Range, Bangalore Mahanagara Palike.
13. Endorsement bearing no. BDA/R6/275A/275B/RMV/2000-01 dated 27/07/2000 issued by the Assistant Commissioner, Office of the Re-Convey and Re-Allotment Section, Bangalore Development Authority, Bangalore.
14. Communication bearing no. R6/275A/275B/RMV 1/2002-03 dated 19/11/2002 issued by the Office of the Re-Convey and Re-Allotment Section, Bangalore Development Authority, Bangalore.
15. BDA Remittance Challan bearing no. 42421 dated 20/11/2002 and no. 42561 dated 21/11/2002.
16. Sale Deed dated 21/11/2002 executed by Bangalore Development Authority in favour of Shri. N.Prashanth, S/o Shri N.Srirama Reddy which is registered as document no. 3412 of 02-03 and stored in C.D.

No. G.N.S.R. 15 at the Office of Sub Registrar, Gandhinagar, Bangalore (U) District.

17. Re-Alotment/Re-Convey Possession Certificate bearing no. P.C.R. No. 92/2002-03 dated 28/11/2002 issued in favour of Shri. N.Prashanth, S/o N.Sreerama Reddy by the Assistant Commissioner, Bangalore Development Authority.

18. Assessment Extract issued in respect of property bearing old numbers 275/A and 275/B, New Numbers 06 and 07 by the Assistant Revenue Officer, Ganganagara Range, Bangalore Mahanagara Palike.

19. Khatha Extract and Khatha Certificate both dated 22/12/2004 issued in respect of property bearing New Numbers 06 and 07, 15th Main Road, Rajamahar Vilas Extension, Bangalore by the Assistant Revenue Officer, Hebbal Range, Bangalore Mahanagara Palike, Bangalore.

20. Sale Deed dated 24/05/2010 executed by Shri. N. Prashanth alias N. Prashanth Yadav in favour of Shri Shantesh S.Gureddi and Smt. Jyothi S.Gureddi which is registered as document no. MLS-1-00245-2010-11 in Book-I and stored in C.D. Number MSLD 17 at the Office of Senior Sub Registrar, Malleshwaram, Bangalore-03.

21. Endorsement dated 23/06/2010 bearing no. DA(MK)W-35-KTR/41/10-11 by Assistant Revenue Officer, Mahtikere Sub Division, Bruhat Bangalore Mahanagara Palike.

22. Khata Extract and Khata Certificate both dated 08/07/2010 issued in respect of property bearing New Numbers 06 and 07, PID No. 99-28-68&7, 15th Main, RMV Extension, Bangalore by the Assistant Revenue Officer, Citizens Service Center, Central Office, N.R.Circle, Bruhat Bangalore Mahanagara Palike.

23. Tax Paid receipts pertaining to Assessment Years 2010-11, 2011-12, 2012-13 and 2013-2014.

24. Encumbrance Certificate:

(a) Dated 15/07/2000 in Form 15 in respect of property bearing Site No. C, Plat No. 11 in sy.no. 2 for the period between 01/04/57 to 31/03/64.



- (b) Dated 04/07/2000 in Form 16 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 01/04/64 to 31/03/80.
- (c) Dated 18/09/1999 in Form 15 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 01/04/80 to 15/09/99.
- (d) Dated 12/2/2001 in Form 16 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 15/09/99 to 09/02/2001.
- (e) Dated 30/08/2004 in Form 15 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension, for the period between 1/3/1989 and 25/08/2004
- (f) Dated 22/12/2004 in Form 15 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 01/04/2004 to 22/12/2004.
- (g) Dated 22/7/2005 in Form 15 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 1/9/2004 and 31/3/2005.

All the above certificates have been issued by the Office of Sub Registrar, Ganhinagar, Bangalore.

- (h) Dated 29/5/2010 in Form 15 in respect of property bearing Corporation Nos. 275/A and 275/B of RMV Extension for the period between 26/08/2004 to 28/05/2010 issued by Office of Senior Sub Registrar, Malleshwaram, Bangalore.

II Description of the Property (subject property):

All that piece and parcel of residential vacant site bearing property bearing New Municipal Numbers 06 (six) and 07 (seven), Old Numbers 275/A and 275/B, PID No. 99-28-6&7, formed by the then City Improvement Trust Board, present Bangalore Development Authority, situated in 15th Main Road, Rajamahal Vilas Extension, Bangalore 560 080 within the revenue jurisdiction of Ward no. 99/Aramane Nagar, Bruhat Bangalore Mahanagara Palike and the site measuring:

East to West: 102'-0" (one hundred & two feet)

North to South: 70'-0" (seventy feet)



In all 7140 sq.ft. or 663.277 sq. mtrs together with all rights, appurtenances whatever whether underneath or above the surface and bounded on East: By old site no. 275, West: By Road, North: By Road and South: By old sites nos. 317 and 318.

III Brief Facts:

1. That, originally residential property being present Municipal Numbers 6 and 7 (old sites nos. 275/A and 275/B & 'subject property' for short hereafter) were portions of site no. 'C', plot no. 11 formed in survey no. 02 (two) of Rajamahal, Bangalore belonged to one Smt. Shivamma, W/o Major Sardar L. Mahadevaiah, the Personal Secretary to then His Highness the Maharaja and Governor of Mysore who sold the same for valuable consideration to one Smt. Thayamma Veeranna Gowda W/o Shri. H.K.Veeranna Gowda vide Sale Deed dated 30/06/1958 (document no. 1).

2. Subsequently the then City Improvement Trust Board ('CITB' for short), the present Bangalore Development Authority ('BDA' for short) formed a residential lay out in the lands in question including the property which was purchased by above stated Thayamma Veeranna Gowda. The CITB, on the application made by Smt. Thayamma Veeranna Gowda in this regard decided to re-convey several sites including sites numbers 275/A & 275/B formed by it in the lay out known as 'Rajamahal Vilas Extension' in favour of Smt. Thayamma Veeranna Gowda on payment of lay out and other charges (document no. 2).

3. Smt. Thayamma Veeranna Gowda constructed a residential building on the subject property consisting of Ground Floor, First Floor, Garage etc., Smt. Thayamma Veeranna Gowda during her life time executed a will dated 20/08/1975 and deposited the same in a sealed cover with the District Registrar, Bangalore. Said Smt. Thayamma Veeranna Gowda died on 24/09/1976 and sealed cover containing the will was opened and registered on 18/12/1976 in accordance with law. Smt. Thayamma Veeranna Gowda and Shri. H.K.Veeranna Gowda were childless couple, and Smt. Thayamma Veeranna Gowda by her will dated 20/08/1975 appointed one Shri. K.T. Chandu S/o Shri. K.Thammanna Gowda and Shri. M.Ramanna S/o Shri. Hombale Gowda, both residents of Maddur



Town as joint executors of her will and directed the said executors to dispose off the subject property for the best possible price and from out of net proceeds thereof, to pay the individuals, institutions and other philanthropic purposes specified in the will (documents no. 3&4).

4.Shri. M.Ramanna, one of the executors of the will, nominated, appointed & constituted Shri. K.T.Chandu as his Attorney to carry out the purposes of the will vide General Power Of Attorney dated 06/12/1980 (document no. 5). As per the instructions and desire of Late Smt. Thayamma Veeranna Gowda, the executors of her will sold the subject property for valuable consideration vide Sale Deed dated 31/03/1981 executed in favour of Shri. Srirama Reddy S/o Range Gowda (document no. 6).

5. That, above stated Shri. Srirama Reddy and his wife Smt. Mylamma being the childless couple adopted one Shri.N.Prashanth alias N.Prashanth Yadav, who is none other than Shri. Srirama Reddy's deceased brother's grandson on 09/11/1992 and got the Deed of Adoption duly registered on 18/11/1992 (document no. 7). Shri. Srirama Reddy by his will dated 27/05/1993 bequeathed the subject property absolutely in favour of his adopted son, Shri. N.Prashanth alias N.Prashanth Yadav (document no. 8). Shri Srirama Reddy died on 13/08/1993 and his wife Smt. Mylamma died on 17/02/1994 (documents nos. 9&10) leaving behind Shri. N. Prashanth as the only legal heir to their estate and on the application made by said Shri. N. Prashanth the jurisdictional revenue officer viz: Assistant Revenue Officer, Revenue Department, Ganganagar Range, Bruhat Bangalore Mahanagara Palike mutated Khata and other records maintained in respect of subject property in his office in favor of N. Prashant and issued Khata Certificate dated 11/05/2000 (document no. 11).

6.That, Shri. N. Prashanth demolished the existing structure which was in a dilapidated condition and on the application made by said Shri. N. Prashanth, Bangalore Development Authority (BDA for short) re-measured the subject property as per the actuals and on payment of transfer fee and other levies, executed Absolute Sale Deed dated 21/11/2002 and issued Re-Allotment/Re-Covey Possession Certificate dated 28/11/2002 in favour of Shri. N.Prashanth (documents nos. 12,13,14,15 & 16). The Assessment Extract and Khata Certificate dated 22/12/2004 issued in respect of subject property by the jurisdictional Assistant Revenue Officer, Bangalore Mahanagara Palike shows the

name of Shri. N.Prashanth as the owner of the subject property (documents nos. 17 & 18).

7.Shri.Shantesh S.Gureddi and Smt. Jyothi. S.Gureddi jointly purchased the subject property for valuable consideration vide Sale Deed dated 24/05/2010 executed by above stated Shri. N.Prashant alias N. Prashant Yadav in their favour and on the application made by the Purchasers the jurisdictional Assistant Revenue Officer mutated the Khata and other records maintained in respect of subject property in his office in favour of Shri Shantesh S.Gureddi and Smt. Jyothi S.Gureddi and issued Khata Extract and Khata Certificate both dated 08/07/2010 (documents no. 19 & 20) and Tax payable in respect of subject property for the Assessment Years 2010-11, 2011-12 and 2012-13 has been paid in full (document no 21).

8.The Encumbrance Certificates issued in Form No. 15 and Form No. 16 by the Competent Authority in respect of subject property reflects the transaction taken place and indicates that as on 28/5/2010 there was no encumbrance on the same.

IV OPINION:

After the perusal of the documents referred to above it is noticed that tax paid receipts continue to bear the Vendor's name and property number is wrongly mentioned as 647 instead of 6&7 and that encumbrance certificate from 28/5/2010 till date may be obtained. Subject to the above I am of the opinion that:

- (a) That, Shri. Shantesh S.Gureddi and Smt. Jyothi S.Gureddi are the absolute owners in possession and enjoyment of the subject property and their title to the subject property is absolute and marketable.
- (b) There is no encumbrance in respect of the subject property during the period covered by the certificates referred to supra.
- (c) The Khata and other records maintained by the jurisdictional Revenue Authority, Bruhut Bangalore Mahanagara Palike in respect of subject property is duly mutated and stands in the name of Shri Shantesh S.Gureddi and Smt. Jyothi S.Gureddi.

All the Xerox copies of documents referred to supra are returned herewith.


Advocate. 7/28/04/2014