Ravi Chandra S P Ghanta Advocate



206 – Uday Chambers. Bhagyanagar colony, OPP – K.P.H.B., HYDERABAD – 72. Mobile – 9247204960 7204960

To

Smt. Chakka Sudha Rani, w/o Chakka Bhaskar, aged about 33, years, occ; Business, R/o Flat No – 504, Sai Krishna Vilas, A.S. Raju Nagar, Kukatpally, H Y D E R A B A D – 500 072.

LEGAL SCRUTINY REPORT.

<u>Sub</u>:- Legal opinion against the property of Agriculture Landed property Extent of Ac. 6.16 guntas, in Survey Nos 146, 148, 149, 151A and 154 A of Kardhanoor village, Patancheru Mandal, Sangareddy District, Telangana State The said description herein after called the schedule property.

Particulars of the Documents Scrutinized.

- 1. Un registered Agreement of Sale made and Executed on the day February, 2021, by Dhanaghari Sudhakar Reddy S/o Kista Reddy and his son Dhurga Reddy residents of House number 1-5, Kardhanoor village, Patancheru mandal, Sangareddy District, Telangana State, in favour of Chakka Sudha Rani W/o Bhaskar, R/o 504 Sai Krishna vilas, A.S. Raju Nagar, Kukatpally, Hyderabad 72.
- 2. Latest Adangal Pahani copy generated on dated 09 06- 2020. And its approved record dated 07-07-2018 issued in favour of Dhanagari sudhakar Reddy, on being application filed by him on 28 -01- 2021.
- 3. Pattadar Pass Book issued with having patta no 301, in favour of Dhanagari sudhakar Reddy by the M.R.O. Patancheru Mandal, Sangaredy district, Telangana state.
- 4. Several other Adangal Pahanees of Various Previous Decades.

FLOW OF THE TITLE :-

Originally the scheduled Agriculture landed property in survey Numbers 146, 148, 149 151a and 154a of extent Ac. 6.16 guntas belongs to the present 1st vendor's father of the above Agreement of sale made by Dhanagari Sudhakar Reddy, which was Northern side bounded by 40' - 0" Road and southern side by Nala. Since this is ancestral property, necessary entries have been made by the Revenue Authority in Adangal Pahani and the same has been in their un interupted position and enjoyment, the said vendors had became absolute owners and enjoing that property with peaceful possession and absolute rights. Serial document numbers 2,3 and 4 shows the Vendors of Agreement of sale having title over the property since immemorial time. As it was clearly mentioned in document no 1 that this property was free from all encumbrances, charges and any other litigations etc., it has salable right. How ever as per clause 10 of the document no 1, it is crystal clearly mentioned this scheduled property was under mortagage in Bank of Maharashtra, sultan bazar Branch and the vendee herein agreed to close the loan account and thereafter to get it registered in her favour.

It appears no where during all this period of changing ownership and title over the said property from time to time, no body claimed right or title over the property. Therefore we can come to safe coclusion that the present land owners have been enjoying the property with pieceful possession till this time, basing on the above mentioned document number 1 and subject to the latest Encumbrance certificate obtained as on date.

Similarly as per above scrutinised documents, the said schedule property was not alianated by the vendors to any other vendee till date. It means finally the present holders of that property by having absolute rights possession and enjoyment are entitled to sell that property to the intended purchaser.

As per the agreement of sale submitted document no 1 also it is crystal clearly shown, no other encumbrances are there on this property except Mortage in Bank of Maharashtra, sultan Bazar Branch, Hyderabad. The intended buyer has to veryfy the exat loan amount due and pay for the purpose of smooth alianation of this property in favour of you after clousure of loan account.

Therefore, the present possessors, enjoyers, and vendors who derived their title, rights from their ancestors, who have been having rights since immemorial time as a land owners, can transfer absolute rights over the property including salable right to the vendee in this agreement of sale. No

litigation have come to light. There would be no scope of future litigation from any third parties, as per documents submitted to me for scrutiny.

Before closing the loan A/c by your hard earned money Verify it once in dharani Portal for its smooth alianation in your favour, ie., whether it is under prohibitted list if any.

SCHEDULE OF THE PROPERTY:

All the Agriculture Land bearing in survey nos 146,148,149, 151a and 154a of extent Ac. 6.16 guntas in Kardhanoor Village, patancheru mandal, Sangareddy District, Telangana State, and bounded by -;

BOUNDARIES OF THE LAND.

NORTH : 40'-0" road (Survey Numbers 145 & 146)

SOUTH: Nala

EAST: Land in survey Nos. 145 & 147

WEST : Land in Survey NO 154

<u>SUGGESTION</u>:- it is suggested that you handover all the original documents of the said schedule property and Link documents as soon as you have completed the loan Account amount cleared by you to ensure to fullfill Vendors all obligations. And at the same time insist the vendors to pay all other dues to the government, so that it can be alianated smoothly in your favour.

<u>REMARKS</u>:- As far as the documents submitted and scrutinised by me, I find no remarks.

<u>OPINION</u>: Subject to the compliance of the above observations, I have no hesitation to state that this property has got a valid and marketable title.

<u>CONCLUSION</u>:- In the light of scrutiny of the above Documents, it is concluded that this property holders are having absolute, clear and marketable title. All these rights derived since immemorial time to the vendors from their ancestors and can transfer all their rights to the vendee of agreement of sale herein and to sell at any time to the intended purchasers/buyers after fulfilling all their obligations. Therefore, as per agreement of sale you can complete the further transactions. ie Vendors in document who are the absolute owners of the said landed property are the Registerable Authority to execute absolute sale deed infavour of the intended purchaser/vendee, with out any encumbrences as it is the sole obligation of the sellers towards inteded buyers / purchasers.

Place – Hyderabad, Date - 15-03-2021. Yours sincerely, Jacob Ravi Chandra Sp Ghanta.