

Opinion furnished by **H.Jayaprakash Kedlaya**, Advocate, Udupi, regarding the title of the immovable property belonging to **Mr.A.Gopalakrishna**, Son of A.Radhapathi Naydu, residing at H.No.1-26, near Papaneru Pete, Mungapalem Village, Yerpedu Mandal, Thirupathi Division, Chittoor District, Andra Pradesh,

DESCRIPTION OF THE PROPERTY

All that immovable property situated at Nadpal Village of Karkala Taluk, within Nadpal Grama Panchayath, Muli right, covered by;

S.No.	S.D.No.	Kissam	Extent A – C	Assessment Rs.Ps.
137		Punja	10.57 (Ten Acres Fifty Seven Cents)	3.18

Boundaries:-

East:- S.D.Line.

South:- S.D.Line.

West:- S.D.Line.

North:- S.D.Line.

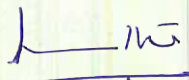
The property with right of way and water, easement rights, etc; and all other appurtenances attached thereto.

The following documents have been produced before me for my scrutiny.

1. 26.08.2014 Photostat Copy of the Registered Sale Deed executed by Mr.Surya Narayana Shetty, in favour of Mr.A.Gopalakrishna in respect of the above property.
2. 10-05-1985 Photostat Copy of the Registered Sale Deed executed by Kamala Heggadthi through her attorney Jayarama Hegde in respect of the above property.
3. 14.05.2018 Computerized copy of the RTC relating to S.No.137/measuring 10.57 acres of Nadpal Village of Karkala Taluk standing in the name of A.Gopalakrishna
4. 08.05.2018 Encumbrance Certificate relating to the property in question for the period from 10.05.1985 to 28-04-2018.

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For Sri Ramakrishna Sharada Ashrama (R.)


President / Secretary


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TRACING OF TITLE

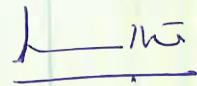
It is seen from Document No.1 that the aforesaid A.Gopalakrishna had purchased the above property from its previous owner Mr.Surya Narayana Shetty for a consideration of Rs.16,91,200/- on 26-08-2014 for his absolute right. The entire consideration had been duly paid by the Purchaser to the Vendor in full quittance. As such, A.Gopalakrishna has acquired good and marketable title over the above property. The above property is shown as S.No.137 in the plan attached to the Registered Sale Deed at document No.1.

It is seen from Document No.2 that the Vendor at document No.1 by name Surya Narayana Shetty had purchased the above property from its previous owner Kamala Heggadthi through her attorney Jayarama Hegde for a valid consideration of Rs.12,000/- on 10.05.1985 for his absolute right. The entire consideration had been duly paid by the Purchaser to the Vendor in full quittance. As such, Mr.Surya Narayana Shetty became the absolute owner in lawful possession and enjoyment of the above property; he subsequently sold the above property in favour of A.Gopalakrishna by virtue of a Registered Sale Deed at document No.1. It is further seen from this Document that the vendor at document No. 2 by name Kamala Heggadthi and her family members have entered into a Registered Partition Deed dated 28.11.1961, Wherein the schedule properties of the said partition deed had been allotted to the absolute share of Kamala Heggadthi for her absolute right . As such, Kamala Heggadthi became the absolute owner in lawful possession and enjoyment of the above property, she subsequently sold the above property in favor of Surya Narayana Shetty by virtue of a Registered Sale Deed at document No.2 for his absolute right.

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Document No.3 is the Record of Rights relating to S.No.137 measuring 10.57 Acres of Nadpal Village of Karkala Taluk. It shows the name of A.Gopalakrishna as the owner of the above property.

The proposed Purchaser "Trust" is being formed with the object of running activities other than agriculture and the Purchaser Trust cannot purchase the above agricultural property since the Purchaser is not an Agriculturist within the meaning of Section 2 (e) of Karnataka Land Reforms Act. Therefore, the Purchaser Trust cannot register the above agricultural land directly in the name of the Trust under the provisions of Section 79A and B of Karnataka Land Reforms Act.

ENCUMBRANCES:

Document No.4 is the Encumbrance Certificate relating to the property in question for the period from 10-05-1985 to 28-04-2018. It shows only Two transactions i.e. Registered Sale Deeds at document Nos. 1 and 2 about which I have already discussed as above. There are no other transactions. Hence, there are no encumbrances entered in it.

I am furnishing this opinion on the basis of the Photostat copies of the above documents. Hence, Originals of the documents shall be produced for my further scrutiny.

From the perusal of the above documents and the discussion made by me as above subject to the above compliance, I am of the opinion that the aforesaid A.Gopalakrishna has acquired good and marketable title over the above property.

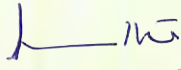
Udupi,
18.05.2018


(H. Jayaprakash Kedlaya)
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