



## South City Group Housing Apartment Owners' Association

Registered under KAOA: No BNG(U)-JPN/82/2009-10  
1<sup>st</sup> Floor, Club House, South City, Off Bannerghatta Road, Bangalore 560076

6<sup>th</sup> January 2026

Ref No.: SUGRUHA/President/2025-26/OS-401/0006

Dear Apartment Owners of South City,

Namaskar!

The New Year, 2026, has begun and here is wishing all of you Season's Greetings and a Happy New Year.

Our last communication to you was on 10<sup>th</sup> Nov 2025 (Ref No.: SUGRUHA/President/2025-26/OS-401/0005).

Through this communication it is our aim to help each one of you understand the key documents that should be in your possession, and which form the legal basis of your purchase and ownership of the apartment in South City. These documents are:

- A. Agreement to Sell
- B. Sale Deed
- C. Supplementary Agreement regarding the right to use the car parking area.
- D. For those who wished to avail bank loans, L&T also may have given you a spiral-bound booklet containing documents relevant for obtaining loans.

### **A brief recap of relevant history vis-à-vis the L&T South City apartments:**

1. The land of South City project:
  - a. Mr. Dinesh Ranka had procured the ownership of a total of 35 acres and 15 guntas with 31 guntas of *Kharab* land. Doc No. 4360 of 1992-93 of Book-1, Vol. 573, Pages 224 to 236 of Kengeri Sub-registrar's Office dated 15/9/1992. (*1 acre equals 40 guntas*)
  - b. On an application filed by Mr. Dinesh Ranka on behalf of his vendor, this land was converted for non-agricultural group-residential use, by the Special Deputy Commissioner, Bangalore, on 30<sup>th</sup> April 1992 (Certificate No.B.DIS.ALN.SR(S)463:91-92 dated 30/4/1992). The entire land was exempted from the Urban Land Ceiling Act 1976 on 10<sup>th</sup> April 1992 to develop the property into a Group Housing Scheme (Order No. HUD 32 CEI 92 dated 10/04/1992).
  - c. The "Schedule Property," to be developed was specified as follows:
    - i. All that piece and parcel of land comprise in Survey Nos. 90/1; 91; 92; 93; 94; 95 and 96/1 (part) cumulatively admeasuring 34 acres or thereabouts.
    - ii. As per this sanction letter, the "Schedule Property," to be developed was specified as follows:

<b>Survey No.</b>	<b>Converted Land (Acres-Guntas)</b>
90/1	0 Acres 12 Gunatas
91	5 Acres 25 Gunatas
92	5 Acres 28 Gunatas

93	0 Acres 13 Guntas
94	2 Acres 38 Guntas
95	6 Acres 32 Guntas
96/1	2 Acres 37 Guntas
<b>Total</b>	<b>24 Acres 25 Guntas</b>

2. Development of the South City project:

- a. Of the above land, 34 acres (thereabouts), Mr. Ranka (Principal) granted L&T Limited, a General Power of Attorney(GPA) for all acts necessary in pursuance of their "Development Agreement", for the South City project.

3. BDA work order, Relinquishment conditions set by BDA: After getting the land conversion, Mr. Ranka applied to BDA to issue him a work-order permitting him to implement the group housing scheme. In this work-order, Ref No. BDA/Commr/TPM/113/96-97 dated 30<sup>th</sup> Nov 1996, BDA set some conditions, namely, relinquishment of the following portions of the land:

- a. CA 1 (KPTCL Substation) 5,060.00 sq.m (1.2503 acres)
- b. CA 2 site (Playground) 9,164.32 sq.m (2.2645 acres)
- c. Mango Park 21,300.10 sq.m (5.2634 acres)
- d. Total 35,562.42 sq.m (10.0285 acres)
- e. To hand over 60 ft road as per Revised Comprehensive Development Plan of BDA and other internal roads after formation and asphalting with storm water drain free of cost to BDA through a Relinquishment Deed.

4. Actual Relinquishment made in 1996: Relinquishment Deed for handing over the CA sites and Park to BDA which was registered as No. 97/96-97 dt.20-4-1996 vide page nos.176-180 Vol. Addl.1383 Book No. I.

- a. This relinquishment (let us call it **Relinquishment Deed-1**) did not include the 60 ft road and the internal roads.
- b. But the agreement to relinquish was alive and continued.

5. The Development of South City project was done in phases:

- a. South City Project was developed in six phases as follows (figures in brackets is the number of total apartments or a part of that):
  - i. Phase 1: B1 (80); B5 (160); C3 (part-80) & Old Club House
  - ii. Phase 2: C3 (part-80); B4 (160)
  - iii. Phase 3: B2 (114); B3 (74)
  - iv. Phase 4: B6 (120); B7 (80); B8 (160); B9 (80), B10 (160); C1 (160); C2(160)
  - v. Phase 5: D1 (98); D2 (98); D3 (96)-(D blocks were cut down from 20 floors to 12 floors).
  - vi. Phase 6: A1 (40); A2 (40) & New Clubhouse; (Block A3 was dropped and a second swimming pool was added).

6. Actual Relinquishment made in 2006: Although this relinquishment was many years after the relinquishment conditions set by BDA in its work order dated 30<sup>th</sup> Nov 1996, the agreement to relinquish was very much alive and known to both Mr. Ranka and L&T **before the launch of the South City project.** By this deed, let us call it **Relinquishment Deed-2**, Mr. Ranka relinquished to BDA free of cost two roads:



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- a. Road opposite Food Choice: 4,235 sq.m (1.0465 Acres)
- b. 60 ft road between SC and Mango Park: 6,880 sq.m (1.7000 Acres)
- c. Total: 11,015 sq.m (2.7219 Acres)
- d. Reference Number of Deed: BNG(U)-KNGR/34838/ 2006-2007.
- e. Date: 29<sup>th</sup> Dec 2006 (Mr. C. A. Venkatesh of L&T's ECC Division was a witness).

### **Some key definitions in layperson's words:**

- **Mutation Record (MR):** In Karnataka, property mutation is the crucial administrative process of updating official government land records (like the RTC/Pahani and Khata) to reflect the new owner's name after a transfer, such as a sale, inheritance, gift, or partition, ensuring the new owner is responsible for property taxes and establishing legal ownership. It is distinct from registration (which records the transaction) and is vital for future dealings, loans, and proving rightful ownership. Key aspects are:
  - **Purpose:** To officially record the change of ownership in revenue records for tax collection and legal clarity.
  - **When Needed:** After sale, inheritance, gift, partition, will execution, or land conversion.
  - **Difference from Registration:** Registration creates the legal record of the transaction; mutation updates the government's ownership ledger.
  - **Establishes Legal Title:** Proves you are the rightful owner.
  - **Future Transactions:** Required for selling, getting loans, or obtaining utility connections.
- **RTC (Record of Rights, Tenancy, and Crops / Pahani):** The primary land record document showing who owns the land, tenancy details, and crops grown.
- **Encumbrance Certificate (EC):** Is a crucial legal document from the Sub-Registrar's office that proves a property is free/not-free from financial or legal liabilities, detailing all registered transactions like sales, mortgages, and leases over a specific period, essential for buyers, sellers, and lenders to ensure a clear title. It confirms whether a property has any loans, liens, or disputes, with "Nil EC" meaning a clean slate.
  - **Legal Proof:** Verifies the property's legal and financial status, showing it's free from mortgages, liens, or disputes.
  - **Transaction History:** Records all registered dealings (sales, gifts, mortgages) for a specific timeframe.
  - **Buyer Assurance:** Helps homebuyers confirm a property has a clear title before purchasing.
  - **Loan Requirement:** Mandatory for property loans and lending against property.



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### Document D (mentioned on Page 1 above):

In this communication we will focus on **Document D** (mentioned on Page 1 and furnished by L&T – a spiral-bound booklet containing documents relevant for obtaining loans).

Most of the buyers, particularly those who had executed the agreements to sell and intending to seek housing loans, were provided with a spiral-bound booklet of documents, containing a carefully curated set of documents by L&T while selling the apartments in all phases of the project, right up to at least 2012, if not later.

A typical spiral-bound booklet given to buyers in Phase 3 (B2 & B3), contained copies of the following documents:

1. General Power of Attorney granted by Mr. Dinesh Ranka (Principal) to L&T for doing all acts necessary in pursuance of their 'Development Agreement' for the South City Project.
2. Copies of relevant registered documents (mostly sale deeds) by which the total land of 35 Acres 15 Guntas along with *Kharab* land of 31 Guntas came under the ownership of Mr. Dinesh Ranka. The 34 Acres for which L&T was granted GPA as in (1) above, is a part of this land.
3. Entries in mutation registers [RTC], incorporating the above changes in the Revenue Records, after each transaction.
4. Development Agreement between Mr. Dinesh Ranka and L&T for development of the South City Project. The 'Schedule Property' described herein is the same as in the GPA in (1) above.
5. Sanction for conversion of 24 acres 25 Guntas of the Schedule Property for non-agricultural residential use as a 'group-housing scheme'. The conversion of the remaining extent of land in these survey numbers was not permitted as those lands were reserved for a park as per the Comprehensive Development Plan (CDP) of BDA.
6. Mutation Record (MR) entries for the conversions as above.
7. Approval letters from BDA for Blocks B1/B5/C3 (Part)
8. Reports on the title for the Schedule Property provided by Messrs. King & Patridge, Advocates, Bangalore:
  - a. Even as late as Sept 2010, L&T handed out to prospective buyers, such reports on title, by Messrs. King & Partridge, issued on three different dates:
    - i. First Report: (Ref: N: L-7591/95) on Oct 13, 1995,
    - ii. Second Report: (Ref: N: L-7591/95) on Jan 18, 2001, and
    - iii. Third (last) Report: (Ref: N:H: L-7591/95) on Apr 11, 2005
  - iv. **Note: The reference numbers for the First Report, Second Report and Third (last) Report are identical.**



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### King & Partridge's Title Reports

First Report (dated 13<sup>th</sup> Oct 1995): Here K&P assert as follows (in quotes):

*"We have examined two encumbrance certificates No. 8901/95-96 from 1<sup>st</sup> April 1967 upto 31<sup>st</sup> May 1989 and No. 5935/95-96 from 1<sup>st</sup> June of 1989 upto 29<sup>th</sup> September 1995. These certificates do not disclose any encumbrance on the above survey numbers."*

*As a result, we are of the view that the present owner Dinesh Ranka has a good and marketable title to the above Survey Numbers, and his title is free of all encumbrances, charges, and liens."*

#### Our observations:

- As per points (3) and (4) on page 2 of this communication, as per Relinquishment Deed-1, Mr. Ranka relinquished 10 odd acres of land only on 20<sup>th</sup> April 1996.
- This relinquishment was based on the conditions set by BDA in its first work-order for South City (refer Page 2, point 3, above).
- Therefore, as on 29<sup>th</sup> Sept 1995 there were indeed no encumbrances, charges, and liens on the scheduled property.

Second Report (dated 18<sup>th</sup> Jan 2001): Here K&P assert as follows (in quotes):

*"This Report is further to our Report on title dated 13<sup>th</sup> October 1995..."*

It then mentions the development agreement between Ranka and L&T, two development plans approved by BDA vide No. 6093 dated 6<sup>th</sup> October 1998 and No. PS/EM/EE(PM)/3/23/98-99 dated 14<sup>th</sup> December 1998. It also mentions 320 flats in B5 (160 flats), B1 (80 flats) and C3 (80 flats) have been completed, of which 240 have already been sold. Then it opines:

*"We have examined the encumbrance certificates for the period from 10<sup>th</sup> January 2000 to 22<sup>nd</sup> November 2000 in respect of the flats which are sold. The entries related to the Sale Deed under which these flats were sold are mentioned in the certificates. We have also examined the encumbrance certificates for the entire land in the aforesaid Survey Numbers on which the South City Project is being constructed and there are no encumbrances reflected in the said certificates..."*

*... "As a result, we are of the view that the owner viz., Dinesh Ranka has a good and marketable title to the flats constructed and to be constructed in the project known as "South City Project", excluding those which have already been sold, and the Developer viz., Larsen & Toubro Limited are entitled, in terms of the Development Agreement referred to above, to sell the flats in such a manner as they deem fit"*

#### Our observations:

- First Report covers a period from 1<sup>st</sup> Apr 1967 ~ 29<sup>th</sup> Sept 1995.
- Second Report covers a period from 10<sup>th</sup> Jan 2000 ~ 22<sup>nd</sup> Nov 2000.
- Both the above reports have the exact same reference number. If a reader were to read these reports independent of the other, there is no way for a reader to make out that a period from



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30<sup>th</sup> Sept 1995 ~ 9<sup>th</sup> Jan 2000, HAS NOT BEEN COVERED by these two reports. Thus, giving the reader, a false belief that the two reports cover a continuous – unbroken period of time.

- It was during this period that Relinquishment-1 was done by Mr. Ranka on 20<sup>th</sup> April 1996.
- For the period 30<sup>th</sup> Sept 1995 ~ 9<sup>th</sup> Jan 2000 – the Second Report is SILENT even though it begins with "*This Report is further to our Report on title dated 13<sup>th</sup> October 1995...*"

**Please recall the BDA's work Order of 1996 clearly mentions that lands comprising the CA 1, CA2 and Park, together amounting to 35,562.42 sq.m (approx. 10.0285 acres) of the 34 acres of the scheduled property have already been relinquished on 20<sup>th</sup> April 1996. In addition, there was an agreement to relinquish further lands in future (even this agreement was alive at the time of the Second Report of K&P).**

The encumbrance certificates in our possession covering the entire period 1<sup>st</sup> April 1980 to 31<sup>st</sup> March 2007 clearly mention these transactions (Relinquishment-1) and encumbrances.

**This crucial gap in between the two periods seems to be deliberate attempt to mislead the buyer that Mr. Ranka had clear and marketable title to the entire 34 acres of land.**

The Third (last) Report (dated 11<sup>th</sup> April 2005): Here K&P assert as follows (in quotes):

*"We have examined the encumbrance certificates up to 23<sup>rd</sup> February 2005 in respect of the land on which the property is being constructed. The encumbrance certificates do not disclose any encumbrance.*

*In the result, we are of the view that the owner, Dinesh Ranka, and the Developer, Larsen & Toubro Limited have good and marketable title to the undivided interest in the land and the apartments under construction and to be constructed in the project "South City" in the ratio of twenty five percent and seventy five percent respectively"*

### Our observations:

- Third (last) Report covers a period from 23<sup>rd</sup> Nov 2000 ~ 23<sup>rd</sup> Feb 2005.
- Please remember that Relinquishment-2, of 11,015 sq.m of land (2.7219 acres) took place on 29<sup>th</sup> Dec 2006, almost 23 months later than the period considered in this third report.

Thus, as we have established, the three title reports by K&P have a gap and further they do not cover the entire period (from start to finish) of the South City project. The three reports provided incorrect information on title and saleable land area to all those buyers who bought apartments from the start of the project till 23<sup>rd</sup> Feb 2005.

It is pertinent to note that the very same Messrs. King & Partridge are holding all original property documents and have not yet handed them over to SUGRUHA which is the duly constituted apartment owners' association.

As you are all perhaps aware, SUGRUHA was the Informant Party (IP) in the Case No. 49/2011 filed with the Competition Commission of India (CCI). The Opposite Parties (OP) were L&T (OP1) and Mr. Ranka (OP2). The CCI was convinced by the *prima facie* evidence submitted by SUGRUHA and



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ordered an investigation by its Director General (Investigation). Their Investigation Report says the following in para 8.11 as follows:

*“With respect to the issue of non-disclosure regarding the relinquishment of land in favour of BDA in 1996, it has been observed from the copies furnished by OP1 of some of the Agreements to Sell & Sale Deeds executed between the OPs and purchasers of apartments of South City from time to time, that entitlement to convey right, title & interest without any encumbrances, has been claimed by the OPs with respect to the entire 34 acres of land even though part of the same stood relinquished to BDA way back in 1996. In this respect, the OPs have given detailed clarifications regarding full disclosure of relinquishment having been made to the prospective apartment buyers including inspection of all documents of the title, plans & approvals etc., but the question as to why in the Agreements to Sell & Sale Deeds, entitlement to convey right, title & interest without any encumbrances, had been claimed with respect to the entire 34 acres remains unanswered”*

In short, the report of the investigation by CCI notes with dismay, that the various Agreements to Sell and the Sale Deeds claimed the entire 34 acres as the entitlement to convey right, title & interest without any encumbrances – when clearly, this was not the case!! Why this was done remained unanswered.

In our next communication, we will help you understand how the Agreements to Sell (document A, Page 1), Sale Deeds (document B, Page 1) executed in successive phases – kept falsely claiming “good and marketable title to the undivided interest in the land and the apartments (under construction and to be constructed) in the project “South City”. These claims were not a mistake. Their intention was to suppress reality on the ground – while simultaneously claiming full disclosure.

With my regards and pranams, I remain,

Yours very sincerely,

(Shrikrishna G. Kulkarni)