ADVOCATE

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 42/4 measuring 2 Acres situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

Flow of Title:

1. On perusal of the documents provided to us, we note that the land bearing Survey No. 42/4 measuring 2 Acres was granted to Muruga (son of Chanda) as evidenced from the extract of the Saguvali Chit Register for the year 1931-32. The aforementioned extract also specifies that Survey No. 42/4 has been grant free of upset price, with a condition for non-alienation for a period of 10 years.

2. The extract of the Saguvali Register of Munnekolal Village for the year 1931-32 further records that the grant has been made pursuant to the (a) Order bearing No. DD 10/ 30-31 dated 18.10.1931 by the Deputy Commissioner, (b) Order bearing No. GD 18/30-31 dated 11.12.1931 by the Amildar. In this regard, we have been furnished with an Endorsement bearing No. RK.RTI.CR/667/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk to the effect that on verification of the indexing of the registers maintained in the office, it appears that the grant order issued in respect of the land bearing Survey No. 42/4 of Munnekolal Village is not available, therefore an extract of the same cannot be provided.

3. Index of Lands issued in respect of Survey No. 42/4 reflects the initial holder thereof to be Muruga. The Index of Lands reflect that Muruga was granted the said land.

4. We have perused a copy of the Sale Deed dated 9.12.1953, registered as Document No. 5950 of 1953-54 stored in Book I, Volume 1382 at Pages 226 to 228, in the office of the Sub Registrar, Bengaluru South which bears out that Muruga (son of Chandaiah) conveyed Survey No. 42/4 in favor of Venkatappa (son of Hanumaiah).

5. We have perused a copy of the Sale Deed dated 24.2.1955, registered as Document No. 5641 of 1954-55 stored in Book I, Volume 1450 at Pages 232 & 233, in the office of the Sub Registrar, Bengaluru South which bears out that Venkatappa *alias* Kuri Pillaiah (son of Hanumaiah) conveyed Survey No. 42/4 in favor of Shamanna Reddy (son of Chikkavenkata Reddy. The registration of the said Deed is borne out in the Mutation Register Extract in MR No. 23 of 1954-55.

6. We have perused a copy of the Sale Deed dated 5.9.1960, registered as Document No. 2584 of 1960-61 stored in Book I, Volume 208 at Pages 152 to 154, in the office of the Sub Registrar, Bengaluru South which bears out that Shamanna Reddy conveyed the land in Survey No. 42/4 in favor of Ammakannu (wife of Muruga) and her sons

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namely (i) Chikkamuruga, (ii) Ponnuswamy, (iii) Shama, (iv) Munishami, (v) Bheema, (vi) Arjuna and (vii) Ramaswamy.

7. We have perused a copy of the Sale Deed dated 6.6.1988, registered as Document No. 855 of 1990-91 stored in Book I, Volume 3262 at Pages 153 to 156 in the office of the Sub Registrar, Bengaluru South which bears out that upon the death of Ammakannu her children namely (i) Chikkamuruga, (ii) Ponnuswamy, (iii) Shama, (iv) Munishami, (v) Bheema, (vi) Arjuna and (vii) Ramaswamy have together conveyed Survey No. 42/4 in favor of Yeshwanth Shenoy. The registration of the said Deed is borne out in the Mutation Register Extract in MR No. 3 of 1990-91.

8. We have been furnished with the genealogical tree of Murugappa and Ammakannu which reflects that they had 8 children, namely
   (a) Chikkamurugappa (son of Murugappa), Kupamma (wife of Chikkamurugappa, Muniswamy and Thangaraju (sons of Chikkamurugappa);
   (b) Late Ponnuswamy (son of Murugappa), Dhanamma (wife of Late Ponnuswamy), Singaram and Dhanaraju (sons of Late Ponnuswamy);
   (c) Late Shama (son of Murugappa), Akkamma (wife of Shama), Ananda, Muruga & Dorai (sons of Late Shama);
   (d) Valiyamma (daughter of Murugappa);
   (e) Munishami alias (*illegible*), Chinnamma (wife of Munishami), Subramani & Govindaraju (children of Munishami);
   (f) Bheema (son of Murugappa), Parvathamma (wife of Bheema), Muruga (son of Bheema);
   (g) Arjuna (son of Murugappa), Kuppamma (wife of Arjuna), Shanmugam (son of Arjuna);
   (h) Ramaswamy (son of Murugappa), Late Govindamma & Murugamma (wives of Ramaswamy), Miss Ramya and unnamed baby boy;

   Note: *It is noted that Valliyamm (daughter of Murugappa) has not been made party to the Sale Deed dated 06.06.1998, however she has been made party to the Declaration and Confirmation deed (detailed below).*

9. Thereafter family members of Late Muruga namely, Singaram, Dhanarju (sons of Ponnuswamy), Anandraju, Muruga, Dorai, Hanumakka (family members of Shama), Arjuna and Shanmuga had filed a suit bearing OS No. 6965/1994 for partition claiming their 3/7th share in the land bearing Survey No. 42/4 against the other family members of Chikkamurga and Yeshwanth Shenoy. During the pendency of the suit, the parties have amicably settled the matter and the plaintiffs have sought the suit to be dismissed as the matter is amicably settled by filing a memo to the Court. We note from the Order sheet that the said suit has been dismissed.

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10. Pursuant thereto, (a) family members of Late Shama viz., Hanumakka, Ananda, Muruga and Dorai have executed Declaration cum Confirmation Deed dated 22.3.2005 in favor of Yeshwanth Shenoy and (b) children of Late Ponnuswamy viz., Singaram and Dhanaraju executed Declaration cum Confirmation Deed dated 24.3.2005, registered as Document No. BAS-1-33293-2004-05 (stored in CD No. BASD153) in the office of the Sub Registrar, Bengaluru South in favor of Yeshwanth Shenoy confirming the Sale Deed dated 6.6.1988 and that they have no rights or interests whatsoever in respect of Survey No. 42/4.

11. Yeshwanth Shenoy along with Dayanand Pai (represented by his attorney Sridhar Kamath) as the confirming party have conveyed Survey No. 42/4 measuring 20 Guntas in each sale deed in favour of Manipal Academy of Higher Education under the following deeds:

    a) Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9440/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South.
    b) Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9436/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South.
    c) Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9363/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South.
    d) Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8384/2001-02 in the office of the Sub Registrar, Bengaluru South.

Subsequently, Manipal Academy of Higher Education and Yeshwanth Shenoy have cancelled all the 4 aforementioned sale deeds under the following Cancellation Deeds:

a) Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14475/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South.
b) Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14473/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South.
c) Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14471/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South.
d) Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14471/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South.

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12. Thereafter, the family members of Chikkamuruga have initiated proceedings under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, the details of which are provided below.

13. Thereafter, Yeshwanth Shenoy contributed Survey No. 42/4 to partnership firm M/s Century Silicon City under the Partnership Deed dated 21.3.2007, the the details of which are provided below.

14. We have perused a copy of the Declaration cum Confirmation Deed dated 22.3.2005, registered as Document No. BAS-1-32676-2004-05 (stored in CD No. BASD150) in the office of the Sub Registrar, Bengaluru South which bears out that (i) Ananda Raju (ii) Muruga (iii) Dorai (iv) Hanumakka (v) Kuppamma (vi) Shanmugam and (vii) Velliamma have confirmed the sale deed dated 6.6.1988 registered as Document No. 855/1990-91, in favour of H. Yeshwanth Shenoy.

15. Further, Century Silicon City and K. Vijaya Kumar jointly conveyed an extent of 2107.10 square feet in Survey Nos. 43/3 and 42/4 (BBMP Khata No. 2796/48) in favour of the Commissioner, Bruhat Bengaluru Mahanagara Palike under the Sale Deed dated 18.10.2019. We note that the said sale deed has been rectified as the registration endorsement sheets of Page No. 4 and 6 of the Sale Deed reflecting the name, photo and thumb impression of K. Vijaya Kumar and M/s. Century Silicon City erroneously records them as claimants and the Commissioner, BBMP as executants, which has been rectified to include K. Vijaya Kumar and M/s. Century Silicon City as executants and the Commissioner, BBMP as claimants vide the Rectification Deed dated 19.10.2019.

16. Again, Century Silicon City and K. Vijaya Kumar jointly conveyed an extent of 2331.89 + 1428.69 square feet totally measuring 3760.58 square feet in Survey Nos. 43/3 and 42/4 (BBMP Khata No. 2796/48) in favour of the Commissioner, Bruhat Bengaluru Mahanagara Palike for the purpose of widening of Kundalahalli Junction Underpass under the Sale Deed dated 05.04.2021.

<u>Common Documents</u>

1. We have perused a copy of the (*unregistered*) Joint Development Agreement dated 10.11.2011 which bears out that M/s Century Silicon City along with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) agreed to develop and construct a mixed development comprising of residential apartments and commercial development over the lands in (i) Survey No. 42/4 measuring 2 Acres, (ii) Survey No. 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, (iii) Survey No. 45 measuring 3 Acres 7 Guntas, (iv) Survey No. 43/3 measuring 2 Acres (v) Survey No. 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, (vi) Survey No. 128

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measuring 2 Acres 7 Guntas and (vii) Survey No. 129 measuring 1 Acre 35 Guntas, measuring in total 15 acres 02 guntas ("**Project Land**").

The following terms were inter-alia agreed between the parties:

a. The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129/1 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.

b. The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.

c. M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.

d. M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.

e. At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.

f. M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

2. We have perused a copy of the Notarized Power of Attorney dated 10.11.2011 which bears out that M/s Century Silicon City has empowered and authorized M/s. H.M. Constructions to do all acts and deeds as per the terms of the Joint Development Agreement dated 10.11.2011.

3. We have perused a copy of the Work Order dated 29.4.2015 in No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 issued by the Bangalore Development Authority which bears out that approval was granted for development of the residential and non-residential buildings over a portion of the Project Land measuring 15 acres. We also note that an

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extent of 20 Guntas of kharab and 2 Guntas unconverted land, (now converted) comprising in the aforementioned lands do not form part of the development plan.

4. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that out of the 15 Acres of the Project Land, an extent of 3 Acres 35 Guntas was sanctioned to develop the commercial building and the remaining extent of 11 acres 05 guntas was sanctioned to develop the residential building.

5. We have perused a copy of the Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 executed by M/s. Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

1. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H. Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

2. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name **'Century Silicon City'** has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

3. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and

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Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

4. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

5. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

Revenue Records:

1. We have perused the copies of the RTC Extracts for the period 1967-68 to 1971-72 in respect of the land bearing Survey No. 42/4 measuring 2 Acres which reflect the Muruga as the owner of the said land.

2. We have perused the copies of the RTC Extracts for the period 1977-78 to 1986-87 which bears out that Chikkamuruga is the owner of the said land thereof and R.T.C. extracts for the period 1988-89 to2014-15 reflect the name of Yeshwanth Shenoy as the owner thereof.

3. We have perused the copies of the RTC Extracts for the period 1972-73 to 1976-77 issued in respect of Survey No. 42/4 are not available and in this regard we have been furnished with the Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996

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issued by the Tahsildar's Office, Bengaluru East Taluk to the effect that the R.T.C.s for the aforementioned years are not available.

4. We note the map of Munnekolal Village showing the location of Survey No. 42 in the said village. Further we note the Tippany issued in respect of Survey No. 42/4 which reflects the shape of the land in the said survey number.

5. We have perused a copy of the Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011issued by the Tahsildar, Bengaluru East Taluk which bears out that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 42/4**.**

6. We have perused a copy of the endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division which bears out that no proceedings have been filed in respect of Survey No. 42/4 under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

7. We have perused a copy of the Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office Bengaluru North Sub Division which bears out that proceedings bearing No. KAS/ST 63 of 2007-08 (*as detailed below*) was filed in respect of Survey No. 42/4 and that an order has been passed on 1.4.2008 in that regard.

Note: *We have not been furnished with the copy of the Endorsement issued by the Tahsildar under Section 77A of the Karnataka Land Reforms Act, 1961.*

Khata and Tax Paid Receipts:

1. Bruhat Bengaluru Mahangara Palike ("**BBMP**") has issued Khata Certificate dated 1.6.2016 which the reflects the owner of Survey No. 42/4 to be Yeshwanth Shenoy. We note that Survey No. 42/4 has been issued Municipal No. 85.

2. Extract of the Vacant Land and Houses Register issued in respect of the year 2016-17 by BBMP for Survey No. 42/4 also reflects Yeshwanth Shenoy as the owner thereof and the total extent of the land to be 2 Acres. We further note that an amount of Rs. 5,30,000/- has been paid as partial payment of 25% towards betterment charges in respect of Survey No. 42/4.

3. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv) Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey

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No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP. We have perused a copy of the Amalgamatuion Deed dated 08.06.2016 registered as Document No. 898/2016-17, entered into between Century Silicon City and K. Vijay Kumar which bears out that they have no objection for the katha to be registered in their joint names.

4. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

   Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

   We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

5. We note the khata certificate and extract of the Vacant Land and Houses Register for the year 2016-17 issued by the BBMP in respect of the amalgamated properties.

6. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

7. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

8. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

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Acquisition and Approvals:

1. We have perused a copy of the Endorsement dated 28.1.2016 in No. Bangalore/SplLAO-2/2757/2015-16 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board which bears out no acquisition proceedings have been initiated/pending in relation to the land in Municipal No. 48.

2. We have perused a copy of the Endorsement bearing No. BDA/SplLAO/Endo/1243 of 2003-04 dated 26.9.2003 issued by the Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 42/4 is not notified for acquisition for any of its project as on the date of the issue of the said endorsement.

3. We note the Intimation Letter bearing No. KaaPaaA/RaMuSou/TEC/PR 558 of 2014-15 dated 15.10.2014 issued by the Bruhat Bengaluru Mahangara Palike ("**BBMP**") to Yeshwanth Shenoy to the effect that an extent of 948 square meters in Survey No. 42/4 is required for the construction of an underpass at Kundalahalli junction with respect to signal free corridor from NAC Centre to Hope Farm junction and transferable development rights under Section 14B of the Karnataka Town and Country Planning Act, 1961 would be provided as compensation.

4. We have perused a copy of the Endorsement dated 22.01.2016 bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 issued by the Land Acquisition Officer, National Highway Authority, Bengaluru which bears out that Survey Nos. 44, 45, 127, 128 & 129/1 is not notified for acquisition.

5. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 42/4 has not been notified for acquisition for any of its projects.

6. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 42/4 has not been acquired or notified for acquisition for any of its projects.

7. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 42/4 has not been acquired or notified for acquisition for any of its projects.

8. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land Acquisition Officer and Competent Authority, National Highway Authority of India

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which bears out that the Survey No. 42/4 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

9. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:88/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that there are no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 42/4.

10. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ sy No. 128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

11. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

12. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services,

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which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

Land Conversion & Land Usage:

1. We have perused a copy of the Official Memorandum bearing No. ALN.SR(SA) 425 of 1996-97 dated 28.4.1997 issued by the Deputy Commissioner's Office, Bengaluru District which bears out that the Survey No. 42/4 was converted for non-agricultural residential purposes. The registration of the said conversion order is reflected in the Mutation Register Extract in MR. No. 44 of 2003-04.

Zoning: The BDA has issued the Revised Master Plan - 2015 ("RMP") effective from 22.6.2007. In RMP, the land bearing Survey No. 42 is shown as located in 'Residential Main' zone.

Litigation:

1. Govindaraju and Thangaraju filed an application before the Assistant Commissioner's office, Bengaluru North Sub Division to the effect that Survey No. 42/4 (Survey No. 42/4 measuring 2 Acres) was a gomal land and was granted to their grandfather Late Muruga who belonged to the scheduled caste/ scheduled tribes community and that sale deed executed in favor of Yeshwanth Shenoy conveying Survey No. 42/4 is in contravention of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 ("**PTCL Act**"). The Assistant Commissioner has after hearing the parties has passed Order dated 1.4.2008 in the proceedings bearing No. K.SC.ST 63 of 2007-08 whereunder the Assistant Commissioner has held that the Sale Deeds dated 9.12.1953, 24.2.1955, 5.9.1960, 6.6.1988 and 22.3.2005 are in violation of the PTCL Act and the same were cancelled and that steps should be taken to ensure that Survey No. 42/4 is resumed by the family members of the grantee. Entry No. MR 29 of 2007-08 made in the Mutation Register recorded the Order dated 1.4.2008 passed in the proceedings bearing No. K.SC.ST 63 of 2007-08 by the Assistant Commissioner with respect to Survey No. 42/4.

2. Yeshwanth Shenoy has preferred an appeal over the Order dated 1.4.2008 passed in the proceedings bearing No. K.SC.ST.63 of 2007-08 before the Court of the Special Deputy Commissioner under the proceedings bearing No. SC.ST(A) 21 of 2008-09. The Special Deputy Commissioner passed an Order dated 25.9.2009 to the effect that 'if the land was granted under the D.D Rules during the year 1931, as per the then government order of 12.9.1929 the land shall not be alienated from a period of 20 years. The alienation has taken place for the first time on 24.2.1953 after the lapse of 21 years (i.e., after the expiry of non-alienation condition period and much before the PTCL Act came into force i.e., on 1.1.1979) On this score also the first alienation of

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the land has not been hit by the provisions of the PTCT Act, subsequent alienations on 24.2.1955, 5.9.1960 as well as on 6.6.1988 in favor of the appellant cannot also be held nul and void' and further the Deputy Commissioner has relied on the judgment of Karnataka High Court in W.P. 375/2007 (Gangamma and others Vs Yeshwanth Shenoy) whereunder the High Court of Karnataka has upheld the Order dated 29.9.2006 passed by the Deputy Commissioner whereunder the alienation of the land in Survey No. 44/6 (New No. 127) is not hit by the provisions of the PTCL Act and therefore set side the Order dated 1.4.2008 passed by the Assistant Commissioner. Entry No. MR 7 of 2009-10 made in the Mutation Register records the aforementioned Order dated 25.9.2009 passed by the Deputy Commissioner in SC.ST(A) 21 of 2008-09.

3. Govindaraju and Thangaraju has filed a W.P. 29858 of 2009 before the High Court of Karnataka against the Order dated 29.9.2006 passed by the Deputy Commissioner. The High Court has on 27.7.2010 dismissed the petition as there is no error being committed by the appellate authority since the facts and circumstances and legal position has been correctly interpreted.

4. Against the aforementioned Order dated 27.7.2010, Govindaraju preferred an appeal bearing W.A. No. 6540 of 2013 in the High Court of Karnataka. The High Court of Karnataka vide its Order dated 6.6.2016 dismissed the said appeal stating that since the applicants did not get the property as members of depressed class under any grant but had acquired the property by virtue of deed of sale and that the proceedings under Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 is not maintainable.

OS No. 951 of 2005

5. Govindaraju (son of Muniswamy), Muniraj, A Kumari (wife of Late Subramani), Geetha, Hema & Nandini (daughters of Late Subramani), Shanthamma (daughter of Veliyamma) along with her children Sharadhamma, Sampangi, Anusuya (daughter of Late Muniswamy), Vasanthamma (daughter of Late Muniswamy) and Vijayamma (daughter of Late Ramaswamy) have filed suit bearing OS No. 951 of 2005 against the other family members of Murga and Dayanand Pai, Yeshwanth Shenoy claiming that Survey No. 42/4 is the joint family property of Muruga and that the plaintiffs are entitled to 4/8th share in Survey No. 42/4. It is noted from the online websites maintained by the Court that the said suit was disposed as the plaint was rejected. As the plaint was rejected and returned, the legal heirs of Muruga and Ammakannu, filed a suit in O.S. No. 9581/2014 before the Principal City Civil and Sessions Judge, Bangalore, seeking partition, separate possession of 4/8th share and permanent injunction. By the Order dated 03.07.2020, the said suit was dismissed on the grounds that the plaintiffs failed to prove that the suit schedule property is joint family coparcenary property. Company to confirm if any appeal has been filed against the said Order.

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Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

   a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

   b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

   c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

   d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

   e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

   f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the

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allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. 1 was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

Note: ***We have not been provided with the Award dated 11.12.2019 passed by the Hon'ble Arbitration Tribunal.***

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is

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unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 42/4 along with other lands.

C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon’ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon’ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

4. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn

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Encumbrance / Charge:

1. Encumbrance Certificates issued in respect of the land bearing Survey No. 42/4 for the period 1.4.1953 to 29.2.2016 reflect the Sale Deeds dated 9.12.1953, 24.2.1955, 5.9.1960, 16.9.1990, 20.11.2011,11.12.2001 & 12.12.2001, Cancellation Deeds dated 25.10.2003, Declaration Deed dated 26.3.2005, Confirmation Deed dated 22.3.2005, Partnership Deed dated 22.3.2007 referred to hereinabove and Memorandum of Deposit of Title Deeds dated 23.6.2014, Release Deed dated 7.9.2015 and Memorandum of Deposit of Title Deeds dated 6.10.2015 referred to hereinafter.

2. We have perused a copy of the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014 which bears out that M/s Century Silicon City mortgaged the land in Survey No. 42/4 in favor of IL&FS Trust Company Limited in relation to the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 which bears out that the land in Survey No. 42/4 has been released from the mortgage created by M/s Century Silicon City.

3. We have perused a copy of the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015 which bears out that M/s Century Silicon City has mortgaged Survey No. 42/4 in favor of IDBI Trusteeship Services Limited. The said mortgage is discharged vide the Discharge Deed dated 13.04.2018, registered as Document No. HLS-1-00272-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru). The registration of the said Deed is borne out in the Encumbrance Certificate for the 01.04.2012 to 12.03.2023.

4. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru), which bears out that M/s Century Silicon City has mortgaged Survey No. 42/4 in favor of IDBI Trusteeship Services Limited. The registration of the said Deed is borne out in the Encumbrance Certificate for the 01.04.2012 to 12.03.2023.

5. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 42/4 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

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6. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

7. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

Note: the said mortgage is still pending

8. We have perused a copy of the Encumbrance Certificate for the period 06.06.2023 to 05.01.2024 which bears out nil encumbrances with respect to the Survey No. 42/4.

9. We have perused a copy of the Encumbrance Certificate for the period 01.01.2024 to 05.01.2024 which bears out nil encumbrances with respect to the Survey No. 42/4.

10. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances with respect to the Survey No. 42/4.

11. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances with respect to the Survey No. 42/4.

12. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances with respect to the Survey No. 42/4.

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CONCLUSION

Based on the documents furnished to us and subject to the observations made, we are of the opinion that M/s Century Silicon City Private Limited is the owner of Survey No. 42/4 measuring 2 acres, (excluding an extent of land conveyed to BBMP towards widening of Kundalahalli Junction Underpass as detailed in para 15 and 16) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk subject to the mortgage created in favour of Catalyst Trusteeship Limited.

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SCHEDULE OF PROPERTY:

All that piece and parcel of the immoveable property being the land bearing Survey No. 42/4 measuring 2 Acres situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, bounded on its:

East by	: Property bearing Survey No. 43/3;
West by	: Private Property (Survey No. 42);
North by	: Bengaluru- Varthur Main Road; and
South by	: Private Property.

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*)

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ANNEXURE – A

List of documents examined

Sl. No.	Description of documents
1.	Extract of the Saguvali Chit Register for the year 1931-32 issued in respect of the land bearing Survey No. 42/4 situated at Munnekolal Village;
2.	Endorsement bearing No. RK.RTI.CR/667/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;
3.	Extract of Index of Lands issued in respect of the land bearing Survey No. 42/4 situated at Munekolal Village, Varthur Hobli, Bengaluru East Taluk;
4.	Sale Deed dated 9.12.1953, registered as Document No. 5950 of 1953-54 stored in Book I, Volume 1382 at Pages 226 to 228, in the office of the Sub Registrar, Bengaluru South;
5.	Sale Deed dated 24.2.1955, registered as Document No. 5641 of 1954-55 stored in Book I, Volume 1450 at Pages 232 & 233, in the office of the Sub Registrar, Bengaluru South;
6.	Extract of Entry No. MR 23 of 1954-55 made in the Mutation Register;
7.	Sale Deed dated 5.9.1960, registered as Document No. 2584 of 1960-61 stored in Book I, Volume 208 at Pages 152 to 154, in the office of the Sub Registrar, Bengaluru South;
8.	Sale Deed dated 6.6.1988, registered as Document No. 855 of 1990-91 stored in Book I, Volume 3262 at Pages 153 to 156 in the office of the Sub Registrar, Bengaluru South;
9.	Extract of Entry No. MR 3 of 1990-91 made in the Mutation Register;
10.	Genealogical Tree of Murugappa and Ammakannu;
11.	Plaint, Memo, Order Sheet for OS No. 6965/1994 in the City Civil Court, Bengaluru;
12.	Declaration cum Confirmation Deed dated 22.3.2005, registered as Document No. BAS-1-32676-2004-05 (stored in CD No. BASD150) in the office of the Sub Registrar, Bengaluru South;

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13.	Declaration cum Confirmation Deed dated 24.3.2005, registered as Document No. BAS-1-33293-2004-05 (stored in CD No. BASD153) in the office of the Sub Registrar, Bengaluru South;
14.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9440/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;
15.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9436/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;
16.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9363/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;
17.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8384/2001-02 in the office of the Sub Registrar, Bengaluru South;
18.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14475/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14473/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14471/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
21.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14471/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
22.	Sale Deed dated 18.10.2019, registered as Document No. SHV-1-05041-2019-20 stored in CD No. SHV489 in the office of the Sub Registrar;
23.	Rectification Deed dated 19.10.2019, registered as Document No. SHV-1-05059-2019-20 stored in CD No. SHVD490 in the office of the Sub Registrar;
24.	Sale Deed dated 05.04.2021, registered as Document No. MDP-1-00102-2021-22

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	stored in CD No. MDPD822 in the office of the Sub Registrar;
25.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;
26.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;
27.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
28.	Development Plan sanctioned by the Bangalore Development Authority;
25A	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;
29.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South;
30.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
31.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
32.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;
29A	Reconstitution of Partnership Deed dated 1.8.2015 of M/s Century Silicon City;
33.	R.T.C.s issued in respect of the land bearing Survey No. 42/4 measuring 2 Acres situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15;
34.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;
35.	Map of Munnekolal Village;
36.	Tippany issued in respect of the land bearing Survey No. 42/4 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
37.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the

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	Tahsildar, Bengaluru East Taluk;
38.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
39.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
36A	Khata Certificate dated 1.6.2016 issued by BBMP;
36B	Extract of the Vacant Land and Houses Register for the year 2016-17 issued by the BBMP;
36C	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
36D	Khata Certificate dated 12.8.2016 issued by the BBMP;
36E	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
40.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;
41.	Endorsement bearing No. BDA/SplLAO/Endo/1243 of 2003-04 dated 26.9.2003 issued by the Land Acquisition Officer, Bangalore Development Authority;
42.	Intimation Letter bearing No. KaaPaaA/RaMuSou/TEC/PR 558 of 2014-15 dated 15.10.2014 issued by the Bruhat Bengaluru Mahangara Palike;
39A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;
39B	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;
43.	Official Memorandum bearing No. ALN.SR(SA) 425 of 1996-97 dated 28.4.1997 issued by the Deputy Commissioner's Office, Bengaluru District;
44.	Extract of Entry No. MR 44 of 2003-04 made in the Mutation Register;

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45.	Order dated 1.4.2008 passed in the proceedings bearing No. K.SC.ST 63 of 2007-08 by the Assistant Commissioner, Bengaluru North Sub Division;
46.	Extract of Entry No. MR 29 of 2007-08 made in the Mutation Register;
47.	Order dated 25.9.2009 passed in the proceedings bearing No. SC.ST(A) 21 of 2008-09 by the Deputy Commissioner, Bengaluru Urban District;
48.	Extract of Entry No. MR 7 of 2009-10 made in the Mutation Register;
49.	Order dated 27.7.2010 passed in W.P. No. 29858 of 2009 by the High Court of Karnataka;
50.	Order dated 6.6.2016 passed in W.A. 8543 of 2012 by the High Court of Karnataka;
51.	Plaint and Order Sheet of OS No. 951 of 2005 in the Court of City Civil Judge, Bengaluru;
52.	Plaint and Order Sheet of OS No. 6392 of 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;
53.	Encumbrance Certificates issued in respect of the land bearing Survey No. 42/4 measuring 2 Acres for the period 11.4.1953 to 29.2.2016;
54.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;
55.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and
56.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015.
57.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
58.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
59.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
60.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services

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61.	E-Katha Certificate dated 08.07.2025
62.	Tax paid receipt dated 25.07.2025
63.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
64.	Encumbrance Certificate for the period 01.01.2024 to 05.01.2024
65.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
66.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
67.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
68.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
69.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

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Annexure- B

List of Documents verified

Sl. No.	Description of documents	Original /Certified Copy / Photocopy
1.	Extract of the Saguvali Chit Register for the year 1931-32 issued in respect of the land bearing Survey No. 42/4 situated at Munnekolal Village;	Photocopy
2.	Endorsement bearing No. RK.RTI.CR/667/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
3.	Extract of Index of Lands issued in respect of the land bearing Survey No. 42/4 situated at Munekolal Village, Varthur Hobli, Bengaluru East Taluk;	Certified Copy
4.	Sale Deed dated 9.12.1953, registered as Document No. 5950 of 1953-54 stored in Book I, Volume 1382 at Pages 226 to 228, in the office of the Sub Registrar, Bengaluru South;	Certified Copy
5.	Sale Deed dated 24.2.1955, registered as Document No. 5641 of 1954-55 stored in Book I, Volume 1450 at Pages 232 & 233, in the office of the Sub Registrar, Bengaluru South;	Certified Copy
6.	Sale Deed dated 5.9.1960, registered as Document No. 2584 of 1960-61 stored in Book I, Volume 208 at Pages 152 to 154, in the office of the Sub Registrar, Bengaluru South;	Certified Copy
7.	Sale Deed dated 6.6.1988, registered as Document No. 855 of 1990-91 stored in Book I, Volume 3262 at Pages 153 to 156 in the office of the Sub Registrar, Bengaluru South;	Original
8.	Extract of Entry No. MR 3 of 1990-91 made in the Mutation Register;	Certified Copy
9.	Genealogical Tree of Murugappa and Ammakannu;	Photocopy
10.	Plaint, Memo, Order Sheet for OS No. 6965/1994 in the City Civil Court, Bengaluru;	Certified Copy
11.	Declaration cum Confirmation Deed dated 22.3.2005, registered as Document No. BAS-1-32676-2004-05 (stored in CD No. BASD150) in the office of the Sub Registrar, Bengaluru South;	Original

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12.	Declaration cum Confirmation Deed dated 24.3.2005, registered as Document No. BAS-1-33293-2004-05 (stored in CD No. BASD153) in the office of the Sub Registrar, Bengaluru South;	Original
13.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9440/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;	Certified Copy
14.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9436/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;	Certified Copy
15.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9363/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;	Certified Copy
16.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8384/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
17.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14475/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
18.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14473/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14460/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BNG(U)-BLR(S)/14471/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
21.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;	Photocopy
22.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;	Photocopy

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23.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
24.	Development Plan sanctioned by the Bangalore Development Authority;	Photocopy
25.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;	Certified Copy
26.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South; Common For Survey Nos. 45 – 3acers 7 guntas, 128 – 2 acers 7 guntas, 129 – 1 acers, 129 – 35 guntas, 42/4 – 2 acers 44 – 1 acers 55 guntas, 127 – 1 acers 22 guntas and 44 – 1 acers 55 guntas	Original Common
27.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
28.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
29.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;	Photocopy
30.	Reconstitution of Partnership Deed dated 1.8.2015 of M/s Century Silicon City;	Photocopy
31.	R.T.C.s issued in respect of the land bearing Survey No. 42/4 measuring 2 Acres situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2010-11;	Certified Copy
32.	RTC Extracts for the period 2014-15 to 2023-24 in respect of the land bearing Survey No. 42/4 measuring 2 Acres	Photocopy
33.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
34.	Map of Munnekolal Village;	Photocopy
35.	Tippany issued in respect of the land bearing Survey No. 42/4 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Photocopy

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36.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the Tahsildar, Bengaluru East Taluk;	Photocopy
37.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
38.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
39.	Khata Certificate dated 1.6.2016 issued by BBMP;	Photocopy
40.	Extract of the Vacant Land and Houses Register for the year 2016-17 issued by the BBMP;	Photocopy
41.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;	Photocopy
42.	Khata Certificate dated 12.8.2016 issued by the BBMP;	Photocopy
43.	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;	Photocopy
44.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
45.	Endorsement bearing No. BDA/SplLAO/Endo/1243 of 2003-04 dated 26.9.2003 issued by the Land Acquisition Officer, Bangalore Development Authority;	Photocopy
46.	Intimation Letter bearing No. KaaPaaA/RaMuSou/TEC/PR 558 of 2014-15 dated 15.10.2014 issued by the Bruhat Bengaluru Mahangara Palike;	Photocopy
47.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;	Photocopy
48.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;	Photocopy

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49.	Official Memorandum bearing No. ALN.SR(SA) 425 of 1996-97 dated 28.4.1997 issued by the Deputy Commissioner's Office, Bengaluru District;	Original
50.	Extract of Entry No. MR 44 of 2003-04 made in the Mutation Register;	Certified Copy
51.	Order dated 1.4.2008 passed in the proceedings bearing No. K.SC.ST 63 of 2007-08 by the Assistant Commissioner, Bengaluru North Sub Division;	Photocopy
52.	Extract of Entry No. MR 29 of 2007-08 made in the Mutation Register;	Photocopy
53.	Order dated 25.9.2009 passed in the proceedings bearing No. SC.ST(A) 21 of 2008-09 by the Deputy Commissioner, Bengaluru Urban District;	Certified Copy
54.	Extract of Entry No. MR 7 of 2009-10 made in the Mutation Register;	Certified Copy
55.	Order dated 27.7.2010 passed in W.P. No. 29858 of 2009 by the High Court of Karnataka;	Certified Copy
56.	Order dated 6.6.2016 passed in W.A. 8543 of 2012 by the High Court of Karnataka;	Photocopy
57.	Plaint and Order Sheet of OS No. 951 of 2005 in the Court of City Civil Judge, Bengaluru;	Photocopy
58.	Plaint and Order Sheet of OS No. 6392 of 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
59.	Encumbrance Certificates issued in respect of the land bearing Survey No. 42/4 measuring 2 Acres for the period 11.4.1953 to 29.2.2016;	Photocopy
60.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;	Certified Copy
61.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and	Certified Copy
62.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015.	Photocopy

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63.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
64.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
65.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
66.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
67.	E-Katha Certificate dated 08.07.2025	Photocopy
68.	Tax paid receipt dated 25.07.2025	Photocopy
69.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
70.	Encumbrance Certificate for the period 01.01.2024 to 05.01.2024	Photocopy
71.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
72.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
73.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
74.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
75.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 44 measuring 2 Acres 11 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk).

Flow of Title:

1. On perusal of the documents provided to us, it appears that the land bearing Survey No. 44 measuring 2 Acres 11 Guntas, previously formed part of the land bearing Survey No. 44/7 measuring 3 Acres 4 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

2. It appears from the documents provided to us that Survey No. 44 appears to have been granted to one Sonnappa (son of Karagappa). We have been informed that the order where under Survey No. 44 was granted to Sonnappa and the grant certificate issued pursuant thereto, are not available. However, in this regard, we have been furnished with an Endorsement bearing No. RK.RTI.CR/663/2015-16 dated 19.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk which bears out that the grant order issued in respect of the land bearing Survey No. 44 (Old Survey No. 44/7) of Munnekolal Village is not available, therefore an extract of the same cannot be provided.

3. We have perused a copy of the Sale Deed dated 3.10.1950, registered as Document No. 4222 of 1950-51 stored in Book I, Volume 1161 at Pages 247 & 248 in the office of the Sub Registrar, Bengaluru South, which bears out that Sonnappa conveyed an extent of 3 Acres in Survey No. 44 (i.e., Survey No. 44/7) in favour of Guruva Reddy (son of Nanjappa).

4. We have perused a copy of the Sale Deed dated 7.6.1954, registered as Document No. 1151 of 1954-55 stored in Book I, Volume 1417 at Pages 33 & 34 in the office of the Sub Registrar, Bengaluru South which bears out that Guruva Reddy (son of Nanjappa) re-conveyed an extent of 3 Acres 4 Guntas in Survey No. 44 in favour of Sonnappa (son of Karagappa).

   Note: *It is noted that under the Sale Deed dated 03.10.1950, Guruva Reddy acquired title to an extent of 3 acres in Survey No. 44, however, under the Sale Deed dated 07.06.1954, Guruva Reddy conveyed an extent of 3 acres 04 guntas. There are no documents to show as to how Guruva Reddy acquired title to the extra extent of 4 guntas. Given the number of years and that we are only concerned with an extent of 2 acres 11 guntas, the same is not a concern.*

5. We have perused a copy of the Sale Deed dated 13.11.1957, registered as Document No. 2896 of 1957-58, stored in Book I, Volume 36 at Pages 186 to 189 in the office of the Sub Registrar, Bengaluru South, which bears out that Sonnappa along with his sons viz.,

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Muniyappa and Venkatappa conveyed an extent of 3 Acres in Survey No. 44 (Survey No. 44/7) in favor of Parvathamma.

6. We have perused a copy of the Sale Deed dated 26.10.1960, registered as Document No. 3326 of 1960-61 stored in Book I, Volume 214 at Pages 58 to 61 in the office of the Sub Registrar, Bengaluru South which bears out that Sonnappa along with his sons Muniyappa and Venkatappa have once again conveyed the same extent of 3 Acres in Survey No. 44 (Survey No. 44/7) in favor of Parvathamma.

   Note: *It is noted that two sale deeds (i.e., Sale Deeds dated 13.11.1957 and 26.10.1960) have been executed by the same parties in favor of the same purchaser for the same extent of land i.e., Sonappa along with his sons, namely Muniyappa and Venkatappa have conveyed the land in Survey No. 44 measuring 3 acres in favour of Paravathamma). Given that both the sale deeds are executed in favour of the same person, there is no concern. Further, first Sale Deed dated 13.11.1957 was executed with a condition that he would buy it back after three years. However, due to various reasons, he could not do so, and hence, after three years a regular Sale Deed was executed.*

7. We have perused a copy of the Confirmation Deed dated 14.9.1961, registered as Document No. 3236 of 1961-62 stored in Book I, Volume 267 at Pages 124 to 131 in the office of the Sub Registrar, Bengaluru South, which bears out that Lakshmamma @ Munilakshmamma (wife of Muniyappa, daughter in law of Sonnappa, acting for herself and as a guardian of her minor children viz., Narayana and Muniyappa) and Munichikkamma (wife of Venkatappa, daughter in law of Sonnappa, acting for herself and as a guardian of her minor son Nagaraj) have confirmed the execution of the aforementioned Sale Deed dated 26.10.1960 in favor of Parvathamma.

8. Thereafter, it appears that the land bearing Survey No. 44/7 was re-surveyed and an extent of 2 Acres 11 Guntas in the said survey number was assigned Survey No. 44.

9. One Chikkamuniyappa has filed an application bearing LRF No. 5364 of 1979-80 under the provisions of the Karnataka Land Reforms Act, 1961 before the Land Reforms Tribunal, Bengaluru South for the grant of occupancy rights in respect of the land bearing Survey No. 44/7 measuring 2 Acres 11 Guntas. Parvathamma and her husband A. Narayana Reddy were made respondents to the said case. The Land Reforms Tribunal has rejected the application as unenforceable under the Order dated 4.4.1981 in the proceedings bearing LRF No. 5364 of 1979-80. *It may be noted that an application was made for grant of occupancy rights in respect of the land bearing Survey No. 44/7 measuring 2 Acres 11 Guntas, whereas the same was already assigned Survey No. 44 measuring 2 Acres 11 Guntas (as evidenced from R.T.C.s issued in respect thereof).*

10. Parvathamma along with her sons Ravi Kumar, Babu Reddy and Suresh have entered into an Agreement to Sell dated 4.5.1994 in favor of P. Dayanand Pai agreeing to convey the

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land bearing Survey No. 44 measuring 2 Acres 11 Guntas. Thereafter, Parvathamma, Ravi Kumar, Babu Reddy and Suresh have executed a Special Power of Attorney dated 4.5.1994 authorizing and appointing P. Satish Pai and Raghunath as their attorney in respect of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas. The said power of attorney authorizes the attorney to execute sale deeds and receive consideration on their behalf.

11. We note the Affidavit sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh whereunder they have declared that the possession of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas was handed over to Dayanand Pai, as they have received entire consideration in respect thereof.

12. We have perused a copy of the Sale Deed dated 30.11.1995, registered as Document No. BNG(U)-BLR(S)/7831/1995-96, in the office of the Sub Registrar, Bengaluru South which bears out that (i) Parvathamma, (ii) Ravi Kumar, (iii) Babu Reddy and (iv) Suresh (represented by their power of attorney holder S. Raghunath) conveyed ½ undivided right, title and interest over land bearing Survey No. 44 measuring 2 Acres 11 Guntas in favor of Yeshwanth Shenoy. The registration of the said Deed is borne out in the Mutation Register Extract in MR No. 89 of 1996-97.

13. We have perused a copy of the Sale Deed dated 30.11.1995, registered as Document No. BNG(U)-BLR(S)/7831/1995-96, in the office of the Sub Registrar, Bengaluru South, which bears out that Parvathamma, Ravi Kumar, Babu Reddy & Suresh (represented by their power of attorney holder S. Raghunath) conveyed the balance ½ undivided right, title and interest over Survey No. 44 in favor of K.N. Yellappa. The registration of the Deed is borne out in the Mutation Register Extract in MR. No. 88 of 1996-97.

14. Yeshwanth Shenoy, K.N. Yellappa along with Dayanand Pai (represented by his attorney Sridhar Kamath) as the confirming party conveyed Survey No. 44 to Manipal Academy of Higher Education under the following 4 Sale Deeds:
    a) Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8386/2001-02 in the office of the Sub Registrar, Bengaluru South.
    b) Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9364/2001-02 in the office of the Sub Registrar, Bengaluru South.
    c) Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9506/2001-02 in the office of the Sub Registrar, Bengaluru South.
    d) Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9519/2001-02 in the office of the Sub Registrar, Bengaluru South.

15. Subsequently, Manipal Academy of Higher Education, Yeshwanth Shenoy and K.N. Yellappa have cancelled all the 4 aforementioned sale deeds under the following Cancellation Deeds:

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a) Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14451/2003-04 in the office of the Sub Registrar, Bengaluru South.
b) Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14447/2003-04 in the office of the Sub Registrar, Bengaluru South.
c) Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14470/2003-04 in the office of the Sub Registrar, Bengaluru South.
d) Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14443/2003-04 in the office of the Sub Registrar, Bengaluru South.

16. Parvathamma has filed a suit in OS No. 16505 of 2003 before the Court of the Civil Judge, Bengaluru against Dayanand Pai, Satish Pai, H. Yeshwanth Shenoy, K.N. Yellappa to declare that the agreement to sell dated 4.5.1994 referred to above be cancelled, cancel and rescind the power of attorney dated 4.5.1994 in favor of S. Raghunath. Further cancel the Sale Deeds executed by the power of attorney holder. During the pendency of the suit, the parties have arrived at a compromise and the decree has been drawn in terms of the compromise arrived at between the parties. Under the compromise petition filed Parvathamma has confirmed the execution of the aforementioned agreement to sell and power of attorney and further stated that Parvathamma does not have any rights, title or interest over the land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 1 Acre 22 Guntas.

17. Thereafter, Parvathamma along with her children C. Ravi Kumar, Babu Reddy and Vasantha Kumari (*who had not joined in the execution of the aforementioned Agreement to Sell dated 4.5.1994 and Sale Deeds dated 30.11.1995*) have executed a Confirmation Deed dated 29.9.2007 whereunder the aforenamed persons have confirmed the execution and registration of the Sale Deeds dated 30.11.1995 in respect of Survey No. 44 and further that they do not have any right title, interest over the same.

Note: *it is noted that Suresh Kumar has not been made party to the said Confirmation Deed dated 29.09.2007.*

18. Thereafter, the family members of Sonnappa have initiated proceedings under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, the details whereof are provided below.

19. Thereafter, Yeshwanth Shenoy and K.N. Yellappa contributed Survey No. 44 to partnership firm M/s Century Silicon City under the Partnership Deed dated 21.3.2007, the details whereof are provided below.

20. Indra Kumar (son of Narayanaswamy and Parvathamma) who has neither joined in the execution of the Sale Deeds dated 30.11.1995 nor the Confirmation Deed dated 29.9.2007, has initiated suit for partition bearing OS No. 6201/ 2010, the details whereof are provided below.

ADVOCATE

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Common Documents:

21. We have perused a copy of the (*unregistered*) Joint Development Agreement dated 10.11.2011 which bears out that M/s Century Silicon City along with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) agreed to develop and construct a mixed development comprising of residential apartments and commercial development over the lands in (i) Survey No. 42/4 measuring 2 Acres, (ii) Survey No. 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, (iii) Survey No. 45 measuring 3 Acres 7 Guntas, (iv) Survey No. 43/3 measuring 2 Acres (v) Survey No. 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, (vi) Survey No. 128 measuring 2 Acres 7 Guntas and (vii) Survey No. 129 measuring 1 Acre 35 Guntas, measuring in total 15 acres 02 guntas ("**Project Land**").

The following terms were inter-alia agreed between the parties:

a. The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129/1 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.
b. The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.
c. M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.
d. M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.
e. At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.
f. M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

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22. We have perused a copy of the Notarized Power of Attorney dated 10.11.2011 which bears out that M/s Century Silicon City has empowered and authorized M/s. H.M. Constructions to do all acts and deeds as per the terms of the Joint Development Agreement dated 10.11.2011.

23. We have perused a copy of the Work Order dated 29.4.2015 in No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 issued by the Bangalore Development Authority which bears out that approval was granted for development of the residential and non-residential buildings over a portion of the Project Land measuring 15 acres. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted land, (now converted) comprising in the aforementioned lands do not form part of the development plan.

24. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that out of the 15 Acres of the Project Land, an extent of 3 Acres 35 Guntas was sanctioned to develop the commercial building and the remaining extent of 11 acres 05 guntas was sanctioned to develop the residential building.

25. We have perused a copy of the Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 executed by M/s. Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

1. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H. Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

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2. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name **'Century Silicon City'** has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

3. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

4. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

5. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

I. Revenue Records:

1. We have perused copies of the RTC Extracts for the period 1967-68 to 1971-72 issued in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas which bears out the name of Chengalarayppa, whose name has been rounded off and the name of Thoti Sanna is reflected as the holder thereof.

2. We have perused copies of the RTC Extracts for the period 1977-78 to 1991-92 reflect name of Parvathamma as the owner thereof, in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas.

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3. We have perused copies of the RTC Extracts for the period 1993-94 to 2007-08 reflect the names of Yeshwanth Shenoy and Yellappa, in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas.

4. We have perused copies of the RTC Extracts for the period 2008-09 to 2010-11 reflects the names of Munilakshmamma and Munichikkamma as the owners thereof. The said RTC extracts bears out reference to the Mutation Register Extract in MR No. 13 of 2008-09 and MR. No. 48 of 2010-11

5. We have perused copies of the RTC Extracts for the period 2011-12 to 2014-15 which reflects the names of Yeshwanth Shenoy & Yellappa as the owners thereof.

6. R.T.C.s issued in respect of Survey No. 44 for the years 1972-73 to 1976-77 are not available and in this regard we have been furnished with the Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk to the effect that the R.T.C.s for the aforementioned years are not available.

7. We note the map of Munnekolal Village showing the location of Survey No. 44 in the said village. Further we note the Tippany issued in respect of Survey No. 44 which reflects the shape of the land in the said survey number.

8. We have perused a copy of the Endorsement bearing No. LRF 196 of 2003-04 dated 18.7.2003 issued by the Tahsildar, Bengaluru East Taluk which bears out that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 44.

9. We have perused a copy of the Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.01.1997 issued by Assistant Commissioner's Office, Bengaluru North Sub-Division which bears out that no proceedings have been filed in respect of Survey No. 44 under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

10. We have perused a copy of the Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office Bengaluru North Sub-Division which bears out that proceedings bearing No. KAS/ST 70 of 2007-08 was filed in respect of Survey No. 44 and that an order has been passed on 8.9.2008 in that regard.

11. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 44 has not been notified for acquisition for any of its projects.

12. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 44 has not been acquired or notified for acquisition for any of its projects.

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13. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 44 has not been acquired or notified for acquisition for any of its projects.

14. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land Acquisition Officer and Competent Authority, National Highway Authority of India which bears out that the Survey No. 44 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

15. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:88/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that there are no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 44.

II. Khata and Tax Paid Receipts:

1. We have perused a copy of the Khata Certificate dated 30.3.2012 which reflects the name of Yeshwanth Shenoy and K.N. Yellappa as the owner of the land in Survey No. 44. We note from the Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP that Survey No. 44 has been assigned khata No. 2795/44/47.

2. We have perused a copy of the Tax paid Receipts dated 20.3.2012 which bears out that property taxes have been paid in respect of Survey No. 44 for the years 2008-09 to 2011-12.

3. We have perused copies of the Tax paid Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 and 9.8.2016 which bears out that payment of tax in respect of Survey No. 44 for the years 2012-13 to 2016-17.

4. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv) Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP.

5. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been

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retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

6. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

7. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.
8. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

III. Acquisition and Approvals:

1. We note the Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board to the effect that on verification of the documents available at the office the list of properties acquired in Varthur Hobli by the Board is provided. From the aforementioned list, we note that the land bearing Survey Nos. 42/4, 44, 45, 127 & 128 of Munnekolal Village do not form part of the land acquired by the Board for any of its project as on date.

2. The Land Acquisition Officer, Bangalore Development Authority has also issued an Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 to the effect that the land bearing Survey Nos. 44, 45, 127, 128 & 129/1 of Munnekolal Village are not notified for

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acquisition in the preliminary and final notification of the lands required for the formation of outer ring road between Varthur Road and Sarjapur Road.

3. The Land Acquisition Officer, National Highway Authority, Bengaluru has also issued an Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 to the effect that the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129/1 of Munnekolal Village are not notified for acquisition for any of its project as on the date of the issue of the said endorsement.

4. The Public Information Officer, Karnataka Housing Board, Bengaluru has issued an Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 stating that the lands situated at Munnekolal Village have not been acquired or notified for acquisition for any of projects of Karnataka Housing Board as on date.

5. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ sy Nos.128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

6. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements &

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Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters

Land Conversion & Land Usage:

1. We have perused a copy of the Official Memorandum bearing No. B.Dis.ALN:SR(BA) 288 of 2000-01 dated 19.6.2001 issued by the Deputy Commissioner's office, Bengaluru District, which bears out that land in Survey No. 44 measuring 2 Acres 9 Guntas has been converted from agricultural to non-agricultural residential purposes.

2. We have perused a copy of the Official Memorandum bearing No. ALN(IVH)SR/07/23-24 dated 23.8.2024 issued by the Deputy Commissioner's office, Bengaluru District, which bears out that a portion of land in Survey No. 44 measuring 2 Guntas has been converted from agricultural to non-agricultural residential purposes.

3. **Zoning:** The BDA has issued the Revised Master Plan - 2015 ("RMP") effective from 22.6.2007. In RMP, the land bearing Survey No. 44 is shown as located in 'Residential Main' zone.

Litigation:

K.SC.ST 70 of 2007-08 and WP 36045 of 2011

1. S.V. Ramesh (son of Late Venkatappa) filed an application before the Assistant Commissioner's office, Bengaluru North Sub Division to the effect that Survey No. 44 (Survey No. 44 measuring 2 Acres 11 Guntas) was granted to their grandfather Late Thoti Sanna who belonged to the scheduled caste/ scheduled tribes community and that sale deeds executed by Thoti Sanna in favor of Parvathamma and subsequent sale deeds executed by Parvathamma in favor of Yeshwanth Shenoy conveying Survey No. 44 is in contravention of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 ("**PTCL Act**"). The Assistant Commissioner has after hearing the parties has passed Order dated 8.9.2008 in the proceedings bearing No. K.SC.ST 70 of 2007-08 whereunder the Assistant Commissioner has held that the Sale Deeds dated 13.11.1957 & 17.11.1995 are in violation of the PTCL Act and the same were cancelled and that steps should be taken to ensure that Survey No. 44 is resumed by the family members of the grantee. Entry No. MR 13 of 2008-09 made in the Mutation

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Register recorded the Order dated 1.4.2008 passed in the proceedings bearing No. K.SC.ST 63 of 2007-08 by the Assistant Commissioner with respect to Property I.

2. Yeshwanth Shenoy & others have preferred an appeal over the Order dated 8.9.2008 passed in the proceedings bearing No. K.SC.ST.70 of 2007-08 before the Court of the Special Deputy Commissioner under the proceedings bearing No. SC.ST(A) 155 of 2008-09. The Special Deputy Commissioner passed an Order dated 20.4.2011 to the effect that the land was first alienated in the year 1957 and the PTCL Act came into force in the year 1979. When once, the first alienation of the year 1957 is not hit by the provisions of the PTCL Act, subsequent alienations in the year 1995 in favor of appellant 1 (Yeshwanth Shenoy) and 7 (K.N. Yellappa) and further the Deputy Commissioner has relied on the judgment of Karnataka High Court in W.P. 375/2007 (Gangamma and others Vs Yeshwanth Shenoy) whereunder the High Court of Karnataka has upheld the Order dated 29.9.2006 passed by the Deputy Commissioner whereunder the alienation of the land in Survey No. 44/6 (New No. 127) is not hit by the provisions of the PTCL Act. The Deputy Commissioner set side the Order dated 20.4.2011 passed by the Assistant Commissioner. Entry No. MR 48 of 2010-11 made in the Mutation Register records the aforementioned Order dated 20.4.2011 passed by the Deputy Commissioner in SC.ST(A) 155 of 2008-09.

3. S.V. Ramesh has filed a Writ Petition bearing No. WP 36045 of 2011 before the High Court of Karnataka seeking to set aside the Order dated 20.4.2011 passed by the Deputy Commissioner. The High Court has passed an Order dated 21.2.2012 rejected the writ petition as there is no contravention of the terms of the grant made in the year 1929 and further the petitioners have initiated the proceedings after five and half decades and therefore the question of interfering with the impugned order does not arise. Against the Order dated 21.2.2012, S.V. Ramesh has preferred an appeal bearing No. W.A. 8543 of 2012 over the order passed in the writ petition, dismissed the said appeal as the Court did not find error committed by the learned single judge in the writ petition.

<u>OS No. 6201 of 2010</u>

1. Indira Kumar has filed partition suit bearing OS No. 6201 of 2010 in the Principal City Civil and Sessions Judge claiming his share (1/5th) in the properties of Narayanaswamy and Parvathamma (viz., land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 2 Acres 27 Guntas). The case is pending as on date and has been posted for plaintiff's evidence and the next date of hearing is on 7.4.2016.

2. By the Judgement dated 15.10.2019, the Court has held that the suit is barred by limitation and held that the plaintiff was not entitled for any relief of partition and separate possession and thereby the case was dismissed.

<u>K.SC.ST. PTCL. No. 57 of 2015-16</u>

1. Munilakshmamma (wife of Late Chikkamuniyappa, daughter in law of Sonnappa) represented by her power of attorney holder Ammayamma (wife of Naryanappa) has filed a petition bearing No. K.SC.ST. PTCL. No. 57 of 2015-16 before the Court of the

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Assistant Commissioner, Bengaluru North Sub Division against C. Ravi Kumar, Babu Reddy, Vasanth Kumari (children of Narayanappa and Parvathamma), Yeshwanth Shenoy and K.N. Yellappa claiming that execution of Sale Deed dated 29.9.2007 in favor of the respondents is in violation of the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and that same is to be set aside and further that orders passed by the High Court in the writ petition and writ appeal are not binding on Munilakshmamma as she was not party to the aforementioned proceedings. We have been informed that Yeshwanth Shenoy and K.N. Yellappa are yet to file their objections in the said matter. Please note that the conclusions made in the Title Report is subject to the outcome of the aforementioned legal proceedings and the conclusion would vary on the outcome of the said legal proceedings**.**

OS No. 6392/ 2015

1. M/s Century Silicon City has filed a suit bearing OS No. 6392/2015 in the Court of the Principal City Civil and Sessions Judge against Vasanth Kumar, Rathnamma (children of Yellappa), Muthappa, Muniyellamma (children of Annayappa), Narayanaswamy (son of Muthappa), Govindaraju, Thangaraju, S.V. Ramesh, Ramesh and Anjinappa (defendants) in respect of the land bearing Survey Nos. 45 measuring 3 Acres 7 Guntas, 128 measuring 2 Acres 7 Guntas, 129 measuring 1 Acre 35 Guntas, 42/4 measuring 2 Acres, 127 measuring 1 Acre 22 Guntas and 44 measuring 2 Acres 11 Guntas. The Court has issued an ad interim exparte temporary injunction restraining the defendants from interfering with the aforementioned properties.

2. We have been provided with Order dated 20.03.2018 passed XX Additional City Civil & Sessions Judge, Bangalore that applicants/proposed defendants who claims to be the legal representatives of Late Yellappa, filed I.A. No. 3, seeking permission to come on record alleging that the sale deeds as relied by the Plaintiffs are not binding on them. The I.A. No. 3 was dismissed by the said Order.

Note: *We have not been furnished with the copy of the Decree and the Judgement in relation to the said suit bearing OS No. 6392/ 2015 and are given to understand that the said suit is still pending.*

Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

   a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said

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proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award

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dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

Note: *We have not been provided with the Award dated 11.12.2019 passed by the Hon'ble Arbitration Tribunal.*

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 44 along with other lands.

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C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

2. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

IV. Encumbrance / Charge:

1. We have perused copies of the Encumbrance Certificates issued in respect of the land bearing Survey No. 44/7 measuring 2 Acres 11 Guntas for the period 1.1.1948 to 14.2.1957, 15.2.1957 to 31.3.1970, 1.4.1970 to 31.3.2004, 1.4.2004 to 14.12.2015 reflect the Sale Deeds dated 3.10.1950 and 7.6.1954 referred to hereinabove.

2. Encumbrance Certificates issued in respect of Survey No. 44 (i.e., land bearing Survey No. 44 measuring 2 Acres 11 Guntas) for the period 1.4.1947 to 31.3.2004, 1.4.2004 to 29.2.2016 reflect Sale Deeds dated 30.11.1995, 20.11.2011, 11.12.2001, 13.12.2001, Cancellation Deeds dated 25.10.2003, Agreement to Sell dated 5.5.1994, Partnership Deed dated 22.3.2007, Confirmation Deed dated 29.09.2007 referred to hereinabove and Memorandum of Deposit of Title Deeds dated 23.6.2014, Release Deed dated 7.9.2015 and Memorandum of Deposit of Title Deeds dated 6.10.2015 referred to hereinafter.

3. M/s Century Silicon City had mortgaged *inter alia* Survey No. 44 in favor of IL&FS Trust Company Limited under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014 for the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 whereunder

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Survey No. 44 has been released from the charge created under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014.

4. M/s Century Silicon City has mortgaged Survey No. 44 in favor of IDBI Trusteeship Services Limited as evidenced from the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015. The said mortgage has been discharged vide the Discharge Deed dated 13.04.2018 registered as Document No. HLS-1-00272-2018-19. The registration of the Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

5. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 which bears out that M/s Century Silicon City has mortgaged Survey No. 44 in favour of IDBI Trusteeship Services Limited. The registration of the Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

6. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 129/1 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

7. We have perused a copy of the Encumbrance Certificate for the period 06.06.2023 to 05.01.2024 which bears out the following entries:
    a. Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24. executed by IDBI Trusteeship Services Private Limited in favour of Century Silicon City Private Limited.
    b. Debenture Trust Deed dated 12.12.2023, registered as Document No. 8213/2023-24, executed by Century Silicon City in favour of IDBI Trusteeship Limited.

8. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

9. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

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Note: the said mortgage is still pending

10. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances with respect to the Survey No. 44.

11. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances with respect to the Survey No. 44.

12. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances with respect to the Survey No. 44.

13. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances with respect to the Survey No. 44.

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CONCLUSION

Based on the documents furnished to us and subject to our observation made hereinabove, we are of the opinion that, Century Silicon City Private Limited is the owner of the land in Survey No. 44 measuring 2 Acres 11 Guntas subject to the mortgage created in favour of Catalyst Trusteeship Limited.

MANJUNATHA. J
Advocate
Bangaluru

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SCHEDULE PROPERTY

All that piece and parcel of the immoveable property being the land bearing Survey No. 44 measuring 2 Acres 11 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk comprising of the following parcels:

(i) Land bearing Survey No. 44 measuring 1 Acre 5½ Guntas, bounded on its:

East by : Land bearing Survey No. 127;
West by : Land bearing Survey No. 45;
North by : Land bearing Survey No. 43/3; and
South by : Land bearing Survey No. 46/4.

(ii) Land bearing Survey No. 44 measuring 1 Acre 5½ Guntas, bounded on its:
East by : Land bearing Survey No. 127;
West by : Land bearing Survey No. 45;
North by : Land bearing Survey No. 43/3; and
South by : Land bearing Survey No. 46/4.

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*).

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ANNEXURE – A

List of documents examined

Sl. No.	Description of documents
1.	Endorsement bearing No. RK.RTI.CR/663/2015-16 dated 19.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;
2.	Sale Deed dated 3.10.1950, registered as Document No. 4222 of 1950-51 stored in Book I, Volume 1161 at Pages 247 & 248 in the office of the Sub Registrar, Bengaluru South;
3.	Sake Deed dated 7.6.1954, registered as Document No. 1151 of 1954-55 stored in Book I, Volume 1417 at Pages 33 & 34 in the office of the Sub Registrar, Bengaluru South;
4.	Sale Deed dated 13.11.1957, registered as Document No. 2896 of 1957-58, stored in Book I, Volume 36 at Pages 186 to 189 in the office of the Sub Registrar, Bengaluru South;
5.	Sale Deed dated 26.10.1960, registered as Document No. 3326 of 1960-61 stored in Book I, Volume 214 at Pages 58 to 61 in the office of the Sub Registrar, Bengaluru South;
6.	Confirmation Deed dated 14.9.1961, registered as Document No. 3236 of 1961-62 stored in Book I, Volume 267 at Pages 124 to 131 in the office of the Sub Registrar, Bengaluru South;
7.	Order dated 4.4.1981 passed in the proceedings bearing LRF No. 5364 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;
8.	Agreement to Sell dated 4.5.1994, registered as Document No. 737 of 1994-95 stored in Book I, Volume 3862 at Pages 136 to 139, in the office of the Sub Registrar, Bengaluru South;
9.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127 in the office of the Sub Registrar, Bengaluru South;
10.	Affidavit dated 4.5.1994 sworn to by Parvathamma, Ravi Kumar, Babu Reddy and

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	Suresh;
11.	Sale Deed dated 30.11.1995, registered as Document No. BNG(U)-BLR(S)/7831/1995-96, in the office of the Sub Registrar, Bengaluru South;
12.	Extract of Entry No. MR 89 of 1996-97 made in the Mutation Register;
13.	Sale Deed dated 30.11.1995, registered as Document No. BNG(U)-BLR(S)/7831/1995-96, in the office of the Sub Registrar, Bengaluru South;
14.	Extract of Entry No. MR 89 of 1996-97 made in the Mutation Register;
15.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8386/2001-02 in the office of the Sub Registrar, Bengaluru South;
16.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9364/2001-02 in the office of the Sub Registrar, Bengaluru South;
17.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9506/2001-02 in the office of the Sub Registrar, Bengaluru South;
18.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9519/2001-02 in the office of the Sub Registrar, Bengaluru South;
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14451/2003-04 in the office of the Sub Registrar, Bengaluru South;
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14447/2003-04 in the office of the Sub Registrar, Bengaluru South;
21.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14470/2003-04 in the office of the Sub Registrar, Bengaluru South;
22.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14443/2003-04 in the office of the Sub Registrar, Bengaluru South;
23.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;
24.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03446-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur;
25.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;

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26.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;
27.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
28.	Development Plan sanctioned by the Bangalore Development Authority;
28A	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;
29.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bangalore South;
30.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
31.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
32.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;
32A	Deed of Reconstitution dated 1.8.2015 of M/s Century Silicon City;
33.	R.T.C.s issued in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15;
34.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;
35.	Map of Munnekolal Village;
36.	Tippany issued in respect of the land bearing Survey No. 44 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
37.	Endorsement bearing No. LRF 196 of 2003-04 dated 18.7.2003 issued by the Tahsildar, Bengaluru East Taluk;

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38.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
39.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
40.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 44;
41.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;
42.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 44 for the years 2008-09 to 2011-12;
42A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 44 for the years 2012-13 to 2016-17;
42B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
42C	Khata Certificate dated 12.8.2016 issued by BBMP;
42D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
43.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;
44.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;
44A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;
44B	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;
45.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 288 of 2000-01 dated 19.6.2001 issued by the Deputy Commissioner's office, Bengaluru District;
46.	Official Memorandum bearing No. ALN(IVH)SR/07/23-24 dated 23.8.2024 issued by the Deputy Commissioner's office, Bengaluru District;
47.	Order dated 8.9.2008 passed in the proceedings bearing No. K.SC.ST 70 of 2007-

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	08 by the Assistant Commissioner, Bengaluru North Sub Division;
48.	Extract of Entry No. MR 13 of 2008-09 made in the Mutation Register;
49.	Order dated 29.9.2006 passed in the proceedings bearing No. SC.ST(A) 155 of 2008-09 by the Deputy Commissioner, Bengaluru Urban District;
50.	Extract of Entry No. MR 48 of 2010-11 made in the Mutation Register;
51.	Order dated 21.2.2012 passed in W.P. No. 36045 of 2011 by the High Court of Karnataka;
52.	Order passed in W.A. 8543 of 2012 by the High Court of Karnataka;
53.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;
54.	Petition bearing No. K.SC.ST. PTCL. No. 57 of 2015-16 filed before the Court of the Assistant Commissioner, Bengaluru North Sub Division;
55.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;
56.	Encumbrance Certificates issued in respect of the land bearing Survey No. 44/7 measuring 2 Acres 11 Guntas for the period 1.1.1948 to 14.2.1957, 15.2.1957 to 31.3.1970, 1.4.1970 to 31.3.2004, 1.4.2004 to 14.12.2015;
57.	Encumbrance Certificates issued in respect of Survey No. 44 (i.e., land bearing Survey No. 44 measuring 2 Acres 11 Guntas) for the period 1.4.1947 to 31.3.2004, 1.4.2004 to 29.2.2016;
58.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;
59.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar;
60.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015; and
61.	Management Representations in the form of Affidavit dated 24.11.2016 issued by M/s Century Silicon City.
62.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued

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	by the Bruhat Bengaluru Mahanagara Palike
63.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
64.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
65.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services
66.	Official Memorandum bearing No. ALN(IVH)SR/07/23-24 dated 23.8.2024 issued by the Deputy Commissioner's office, Bengaluru District.
67.	E-Katha Certificate dated 08.07.2025
68.	Tax paid receipt dated 25.07.2025
69.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
70.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
71.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
72.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
73.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
74.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
75.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

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ANNEXURE- B

List of documents verified

Sl. No.	Description of documents	Original / Certified Copy/ Photocopy
1.	Endorsement bearing No. RK.RTI.CR/663/2015-16 dated 19.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
2.	Sale Deed dated 3.10.1950, registered as Document No. 4222 of 1950-51 stored in Book I, Volume 1161 at Pages 247 & 248 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
3.	Sake Deed dated 7.6.1954, registered as Document No. 1151 of 1954-55 stored in Book I, Volume 1417 at Pages 33 & 34 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
4.	Sale Deed dated 13.11.1957, registered as Document No. 2896 of 1957-58, stored in Book I, Volume 36 at Pages 186 to 189 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
5.	Sale Deed dated 26.10.1960, registered as Document No. 3326 of 1960-61 stored in Book I, Volume 214 at Pages 58 to 61 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
6.	Confirmation Deed dated 14.9.1961, registered as Document No. 3236 of 1961-62 stored in Book I, Volume 267 at Pages 124 to 131 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
7.	Order dated 4.4.1981 passed in the proceedings bearing LRF No. 5364 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;	Certified Copy
8.	Agreement to Sell dated 4.5.1994, registered as Document No. 737 of 1994-95 stored in Book I, Volume 3862 at Pages 136 to 139, in the office of the Sub Registrar, Bengaluru South;	Original
9.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127 in the office of the Sub Registrar, Bengaluru South;	Original (Common for Survey Nos. 44, 45 & 147
10.	Affidavit dated 4.5.1994 sworn to by Parvathamma, Ravi Kumar,	Original

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	Babu Reddy and Suresh;	(Common for Survey Nos. 44, 45 & 147
11.	Sale Deed dated 17.11.1995, registered as Document No. BNG(U)-BLR(S)/7837/1995-96, in the office of the Sub Registrar, Bengaluru South;	Original
12.	Extract of Entry No. MR 89 of 1996-97 made in the Mutation Register;	Certified Copy
13.	Sale Deed dated 17.11.1995, registered as Document No. BNG(U)-BLR(S)/7835/1995-96, in the office of the Sub Registrar, Bengaluru South;	Original
14.	Extract of Entry No. MR 88 of 1996-97 made in the Mutation Register;	Photocopy
15.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8386/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
16.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9364/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
17.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9506/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
18.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9519/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14451/2003-04 in the office of the Sub Registrar, Bengaluru South;	Original
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14447/2003-04 in the office of the Sub Registrar, Bengaluru South;	Original
21.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14470/2003-04 in the office of the Sub Registrar,	Original

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	Bengaluru South;	
22.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14443/2003-04 in the office of the Sub Registrar, Bengaluru South;	Original
23.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;	Photocopy
24.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03446-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur;	Certified Copy
25.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;	Photocopy
26.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;	Photocopy
27.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
28.	Development Plan sanctioned by the Bangalore Development Authority;	Photocopy
29.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;	Certified Copy
30.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bangalore South;	Original Seen in Survey No. 42/4
31.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
32.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
33.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;	Photocopy

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34.	Deed of Reconstitution dated 1.8.2015 of M/s Century Silicon City;	Photocopy
35.	R.T.C.s issued in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15; 1967-68 to 1995-96 1996-97 to 1997-98 1998-99 to 2004-05	 Certified copy Photocopy Certified copy
36.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
37.	Map of Munnekolal Village;	Photocopy
38.	Tippany issued in respect of the land bearing Survey No. 44 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Certified copy
39.	Endorsement bearing No. LRF 196 of 2003-04 dated 18.7.2003 issued by the Tahsildar, Bengaluru East Taluk;	Photocopy
40.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Original
41.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
42.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 44;	Photocopy
43.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;	Photocopy
44.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 44 for the years 2008-09 to 2011-12;	Photocopy
45.	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 44 for the years 2012-13 to 2016-17;	Photocopy
46.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated	Photocopy

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	15.07.2016 issued by the BBMP;	
47.	Khata Certificate dated 12.8.2016 issued by BBMP;	Photocopy
48.	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;	Photocopy
49.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
50.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;	Photocopy
51.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;	Photocopy
52.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;	Photocopy
53.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 288 of 2000-01 dated 19.6.2001 issued by the Deputy Commissioner's office, Bengaluru District;	Original
54.	Official Memorandum bearing No. ALN(IVH)SR/07/23-24 dated 23.8.2024 issued by the Deputy Commissioner's office, Bengaluru District	Photocopy
55.	Order dated 8.9.2008 passed in the proceedings bearing No. K.SC.ST 70 of 2007-08 by the Assistant Commissioner, Bengaluru North Sub Division;	Photocopy
56.	Extract of Entry No. MR 13 of 2008-09 made in the Mutation Register;	Photocopy
57.	Order dated 29.9.2006 passed in the proceedings bearing No. SC.ST(A) 155 of 2008-09 by the Deputy Commissioner, Bengaluru Urban District;	Photocopy
58.	Extract of Entry No. MR 48 of 2010-11 made in the Mutation Register;	Photocopy

ADVOCATE

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59.	Order dated 21.2.2012 passed in W.P. No. 36045 of 2011 by the High Court of Karnataka;	Photocopy
60.	Order passed in W.A. 8543 of 2012 by the High Court of Karnataka;	Photocopy
61.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
62.	Petition bearing No. K.SC.ST. PTCL. No. 57 of 2015-16 filed before the Court of the Assistant Commissioner, Bengaluru North Sub Division;	Photocopy
63.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
64.	Encumbrance Certificates issued in respect of the land bearing Survey No. 44/7 measuring 2 Acres 11 Guntas for the period 1.1.1948 to 14.2.1957, 15.2.1957 to 31.3.1970, 1.4.1970 to 31.3.2004, 1.4.2004 to 14.12.2015; 1.1.1948 to 14.2.1957 15.2.1957 to 1.4.1970	 Photocopy Photocopy
65.	Encumbrance Certificates issued in respect of Survey No. 44 (i.e., land bearing Survey No. 44 measuring 2 Acres 11 Guntas) for the period 1.4.1947 to 31.3.2004, 1.4.2004 to 29.2.2016; 1.4.1970 to 31.3.1982 1.4.1982 to 28.4.1997 1.4.1947 to 24.8.1998 1.4.1998 to 15.12.2000 15.12.2000 to 28.6.2002 28.6.2002 to 26.3.2003 26.3.2003 to 31.3.2005 1.4.2005 to 7.12.2005 8.12.2005 to 16.2.2011	 Certified copy Photocopy Photocopy Photocopy Certified copy Certified copy Photocopy Photocopy Photocopy
66.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;	Certified Copy
67.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar;	Certified Copy

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68.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015; and	Photocopy
69.	Management Representations in the form of Affidavit dated 24.11.2016 issued by M/s Century Silicon City.	Photocopy
70.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
71.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
72.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
73.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
74.	Official Memorandum bearing No. ALN(IVH)SR/07/23-24 dated 23.8.2024 issued by the Deputy Commissioner's office, Bengaluru District	Photocopy
75.	E-Katha Certificate dated 08.07.2025	Photocopy
76.	Tax paid receipt dated 25.07.2025	
77.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
78.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
79.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
80.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
81.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
82.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
83.	Indenture of Mortgage dated 22.11.2024 registered as Docu ment No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 127 measuring 1 Acre 22 Guntas (previously part of Survey No. 44/6 measuring 3 Acres) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk

Flow of Title:

1. On perusal of the documents provided to us, it appears that the land bearing Survey No. 127 measuring 1 Acre 22 Guntas (previously part of Survey No. 44/6 measuring 3 Acres) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk ("**Survey No. 127**") was granted to Yellappa (son of Madurappa). We have not been provided with the order whereunder Survey No. 127 was granted to Yellappa or the grant certificate recording the said grant.

2. We have been furnished with an Endorsement bearing No. RK.RTI.CR/662/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk which bears out that the grant order issued in respect of the land bearing Survey No. 127 (Old Survey No. 44/6) is not available, and therefore the same cannot be provided.

3. We have perused a copy of the Sale Deed dated 26.4.1954, registered as Document No. 349 of 1954-55, which bears out that Yellappa along with his brother Nanjappa (sons of Madurappa) conveyed Survey No. 44/6 measuring 3 acres in favor of Dodda Ramaiah.

4. We have perused a copy of the Sale Deed dated 22.6.1956, registered as Document No. 1408 of 1959-60 which bears out that Dodda Ramaiah conveyed Survey No. 44/6 measuring 3 acres in favor of Shamanna.

5. We have perused a copy of the Sale Deed dated 15.2.1962, registered as Document No. 5582 of 1961-62, which bears out that Shamanna conveyed a portion of Survey No. 44/6 measuring 1 Acre 20 Guntas in favor Muneamma (wife of Muninanja).

6. We have perused a copy of the Sale Deed dated 19.4.1965, registered as Document No. 306 of 1965-66, which bears out that Muneamma conveyed a portion of Survey No. 44/6 measuring 1 Acre 20 Guntas in favor of Parvathamma.

7. We have perused a copy of the Sale Deed dated 17.6.1963, registered as Document No. 1492 of 1963-64, which bears out that Shamanna conveyed the remaining portion of the land in Survey No. 44/6 measuring 1 Acre 20 Guntas in favor of Shamalamma.

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8. We have perused a copy of the Sale Deed dated 22.3.1965, registered as Document No. 6058 of 1964-65, which bears out that Shamalamma conveyed the said extent of 1 Acre 20 Guntas in Survey No. 44/6 in favor of Parvathamma.
Thus, by virtue of the above mentioned transactions, Parvathamma acquired title to the land in Survey No. 44/6 measuring 3 acres.

The land in Survey No. 44/6 measuring 3 acres was re-surveyed and assigned with New Survey No. 127.

9. Yellappa (son of Madhure) filed an application bearing LRF No. 5360 of 1979-80 under the provisions of the Karnataka Land Reforms Act, 1961 before the Land Reforms Tribunal, Bengaluru South for the grant of occupancy rights in respect of the land bearing Survey No. 44/6 measuring 1 Acre 20 Guntas. Parvathamma and her husband A. Narayana Reddy were made respondents to the said case. The Land Reforms Tribunal dismissed the said application on the ground that the application was to provide that it was a tenanted land and the Land Reforms Tribunal has no jurisdiction over the same.

10. Parvathamma along with her sons Ravi Kumar, Babu Reddy and Suresh have entered into an Agreement to Sell dated 4.5.1994, registered as Document No. 739 of 1994-95 in favor of P. Dayanand Pai agreeing to convey the land bearing Survey No. 127 measuring 1 Acres 22 Guntas ("**Survey No. 127**"). Thereafter, Parvathamma, Ravi Kumar, Babu Reddy and Suresh have executed a Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 authorizing and appointing P. Satish Pai and Raghunath as their attorney in respect of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas. The said power of attorney authorizes the attorney to execute sale deeds and receive consideration on their behalf.

11. We note the Affidavit sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh whereunder they have declared that the possession of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas was handed over to Dayanand Pai, as they have received entire consideration in respect thereof.

12. We have perused a copy of the Sale Deed dated 8.12.1995, registered as Document No. 8294/1995-96, which bears out that Parvathamma, Ravi Kumar, Babu Reddy & Suresh (represented by their power of attorney holder S. Raghunath) conveyed ½ undivided right, title and interest over Survey No. 127 in favor of Yeshwanth Shenoy. The registration of the said Deed is borne out in the Mutation Register Extract in MR. No. 76 of 1995-96.

13. We have perused a copy of the Sale Deed dated 4.12.1995, registered as Document No. BNG(U)/BLR(S)/8019/1995-96, which bears out that the balance ½ undivided right, title and interest over Survey No. 127 was conveyed by Parvathamma, Ravi Kumar, Babu Reddy & Suresh (represented by their power of attorney holder S. Raghunath) in favor of

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Yeshwanth Shenoy. The registration of the said Deed is borne out in the Mutation Register Extract in MR. No. 76 of 1996-97.

14. Yeshwanth Shenoy along with Dayanand Pai (represented by his attorney Sridhar Kamath) as the confirming party conveyed Survey No. 127 to Manipal Academy of Higher Education under 3 Sale Deeds dated 10.11.2001, 11.12.2001 & 12.12.2001. Subsequently, Manipal Academy of Higher Education and Yeshwanth Shenoy cancelled all the 4 aforementioned sale deeds under the Cancellation Deeds dated 3.7.2003.

15. Parvathamma has filed OS No. 16505 of 2003 before the Court of the Civil Judge, Bengaluru against Dayanand Pai, Satish Pai, H. Yeshwanth Shenoy declare that agreement to sell dated 4.5.1994 referred to above be cancelled, cancel and rescind the power of attorney dated 4.5.1994 in favor of S. Raghunath. Further cancel the Sale Deeds executed by the power of attorney holder. During the pendency of the suit, the parties have arrived at a compromise and the decree has been drawn in terms of the compromise arrived at between the parties. Under the compromise petition filed Parvathamma has confirmed the execution of the aforementioned agreement to sell and power of attorney and further stated that Parvathamma does not have any rights, title or interest over the land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 1 Acre 22 Guntas.

16. Thereafter, Parvathamma along with her children C. Ravi Kumar, Babu Reddy and Vasantha Kumari (*who had not joined in the execution of the aforementioned Agreement to Sell dated 4.5.1994 and Sale Deeds dated 30.11.1995*) have executed a Confirmation Deed dated 29.9.2007 whereunder the aforenamed persons have confirmed the execution and registration of the Sale Deeds dated 30.11.1995 in respect of Property II and further that they do not have any right title, interest over the same.

17. Thereafter, the family members of Yellappa have initiated proceedings under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, the details whereof are provided below in this Report.

18. Thereafter, Yeshwanth Shenoy contributed Survey No. 127 to partnership firm M/s Century Silicon City under the Partnership Deed dated 21.3.2007, the details whereof are provided below in this Report.

19. Indira Kumar (son of Narayanaswamy and Parvathamma) who has neither joined in the execution of the Sale Deeds dated 30.11.1995 nor the Confirmation Deed dated 29.9.2007, has initiated a suit for partition bearing O.S. No. 6201/ 2010, the details whereof are set out in below in this Report.

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Note: *We have not been furnished with the copy of the Genealogical Tree of Parvathamma disclosing all the details of her husband, children and grandchildren dully attested by the Village Accountant.*

COMMON DOCUMENTS

20. M/s Century Silicon City entered into (*unregistered*) Joint Development Agreement dated 10.11.2011 with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) to construct and undertake a mixed development comprising of residential apartments and commercial development in the lands bearing Survey Nos. 42/4 measuring 2 Acres, 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 7 Guntas, 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, 128 measuring 2 Acres 7 Guntas and 129 measuring 1 Acre 35 Guntas and 43/3 measuring 2 Acres. Some of the key terms and conditions of the Joint Development Agreement dated 10.11.2011 are as follows:
    (a) The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.
    (b) The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.
    (c) M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.
    (d) M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.
    (e) At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.
    (f) M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

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21. Pursuant thereto, M/s Century Silicon City has executed a Power of Attorney authorizing and appointing M/s H.M. Constructions as their attorney in terms of the Joint Development Agreement dated 10.11.2011.

Note: The Joint Development Agreement dated 10.11.2011 and Power of Attorney dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions is not registered.

22. We note the Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority whereunder approval is granted to the development plan whereunder residential and non-residential development is to be undertaken in the land bearing Survey Nos. 42(p), 43(p), 44, 45, 127(p), 128(p) and 129/1 measuring 15 Acres situated at Munnekolal Village, Varthur Hobli, Bangalore East Taluk, subject to the conditions listed out therein. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted land, (now converted) comprising in the aforementioned lands do not form part of the development plan.

23. We note the Development Plan sanctioned by the Bangalore Development Authority whereunder out of the 15 Acres an extent of 3 Acres 35 Guntas is planned for commercial development and the balance extent is proposed for residential development.

24. We note the Relinquishment Deed dated 28.11.2014 executed by partners of M/s Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

25. P. Ashwin Pai (son of P. Sathish Pai), M.S. Mahadevaiah (son of M. Shivanna), H. Yeshwanth Shenoy (son of H.V. Shenoy), K.N. Yellappa (son of K.T. Narayanappa) have entered into Partnership Deed dated 21.3.2007 for constitution of the partnership firm to be operated under the name and style of **'Century Silicon City'** with a capital contribution of Rs.90,000 (Rupees Ninety Thousand) as share of P. Ashwin Pai, Rs. 5000 (Rupees Five Thousand) as share of Mahadevaiah, Rs. 4000 (Rupees Four Thousand) as share of H. Yeshwanth Shenoy and Rs. 1000 (Rupees One Thousand) as share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Under the said partnership deed, (a) M.S. Mahadevaiah contributed an extent of 3 Acres 7 Guntas in the land bearing Survey No. 45, 2 Acres 7 Guntas in the land bearing Survey No. 128, 1 Acres 35 Guntas in the land bearing Survey No. 129, (b) Yeshwanth Shenoy has contributed the extent of 2 Acres in the land bearing Survey No. 42/4, extent of 1 Acre 5 ½ Guntas in the land bearing Survey No. 44, extent of 1Acre 22 Guntas in the land bearing Survey No. 127 and (c) K.N. Yellappa has contributed the an

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extent of 1 Acres 5 ½ Guntas in the land bearing Survey No. 44, all situated at Munnekolal Village, Varthur Hobli, Bengaluru East District.

26. We note the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which records that the statement u/s 58(1) of the Indian Partnership Act, 1932 has been filed and that the name of the firm viz., **'Century Silicon City'** has been entered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

27. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

28. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

29. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

30. We further note that Suresh Kumar (son of Narayanaswamy and Parvathamma) has not joined in the execution of the Confirmation Deed dated 29.9.2007. In this regard, Suresh Kumar (son of Narayanaswamy & Parvathamma) who had joined in the execution of the Agreements to Sell dated 4.5.1994 and Power of Attorney in respect to Survey No. 127 has not contested the execution of aforementioned agreement to sell and the Sale Deeds dated 4.12.1995 & 8.12.1995 executed pursuant thereto by the attorney holder in favor of

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Yeshwanth Shenoy in suit bearing OS No. 16505 of 2003 filed by Parvathamma in the Court of the Civil Judge, Bengaluru. Therefore Suresh Kumar has not joined in the execution of the Confirmation Deed dated 29.9.2007. The said confirmation deed was only obtained from Parvathamma and some of her children viz., C. Ravi Kumar, Babu Reddy and Vasantha Kumari who they had sought for cancellation of the Agreement to Sell dated 4.5.1994, Power of Attorney dated 4.5.1994 and the sale deeds executed pursuant thereto.

Revenue Records

1. Record of Rights, Tenancy and Crop Inspection ("**R.T.C.s**") issued in respect of the land bearing Survey No. 127 measuring 2 Acres 27 Guntas for the years 1967-68 to 1971-72 initially reflect one Annaiah (son of Muniga) as the holder and subsequently Yellaga (son of Maddure) is reflected as the holder thereof.

   ***Note**: We have not been furnished with any documents evidencing the mode and manner in which Annaiah came to hold the said land and subsequently, Annaiah's name has been rounded off and Yellaga is reflected as the holder thereof.*

2. R.T.C.s issued in respect of Survey No. 127 for the years 1972-73 to 1976-77 are not available and in this regard we have been furnished with the Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk to the effect that the R.T.C.s for the aforementioned years are not available.

3. R.T.C.s issued in respect of Survey No. 127 for the years 1977-78 to 2001-02 reflect the holder thereof to be Parvathamma. R.T.C.s for the year 2002-03 reflect the holder thereof to Yeshwanth Shenoy.

4. R.T.C.s issued in respect of Survey No. 127 for the year 2005-06 reflect the holder thereof to be Gangamma & others. R.T.C.s issued in respect of Property IV for the year 2006-07 to 2014-15 reflect the holder thereof to be Yeshwanth Shenoy (1 Acre 22 Guntas), Suresh Kumar (25 Guntas), Ravi Kumar (10 Guntas) & Babu Reddy (10 Guntas).

5. We note the map of Munnekolal Village showing the location of Survey No. 127 in the said village. Further we note the Tippany issued in respect of Survey No. 127 which reflects the shape of the land in the said survey number.

6. The Tahsildar, Bengaluru East Taluk has issued an Endorsement bearing No. LRF 191 of 2003-04 dated 16.7.2003 to the effect that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 127.

7. The Assistant Commissioner's Office, Bengaluru North Sub Division has issued endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 to the effect that

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as per the records maintained in his office no proceedings have been filed in respect of Survey No. 127 under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

8. The Assistant Commissioner's Office Bengaluru North Sub Division has issued Endorsement bearing No. PTCL CR 389 of 2015-16 dated 24.6.2015 to the effect that proceedings bearing No. KAS/ST 60 of 2004-05 was filed in respect of Property IV and that an order has been passed on 7.7.2005 in that regard.

Khata and Tax Paid Receipts

1. Khata Certificate dated 20.3.2012 reflects the owner Yeshwanth Shenoy in relation to the land in Survey No. 127. We note from the Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP that Property IV has been assigned khata No. 2797/127/49.

2. We note the Receipts dated 20.3.2012 evidencing payment of tax in respect of Property IV for the years 2008-09 to 2011-12.

3. Receipts dated 20.7.2016, 28.7.2016, 8.8.2016, 8.8.2016, 9.8.2016 issued by the BBMP evidencing the payment of tax in respect of Survey No. 127 for the years 2012-13 to 2016-17.

9. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv) Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP.

10. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

    Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

    We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the

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receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

4. We note the khata certificate and extract of the Vacant Land and Houses Register for the year 2016-17 issued by the BBMP in respect of the amalgamated properties.

5. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

6. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

7. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

Acquisition and Approvals

1. We have perused a copy of the Endorsement dated 28.1.2016 in No. Bangalore/SplLAO-2/2757/2015-16 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board which bears out no acquisition proceedings have been initiated/pending in relation to the land in Municipal No. 48.

2. We have perused a copy of the Endorsement dated 27.02.2016 in No. BDA/LAO/996/15-16 issued by the Land Acquisition Officer, Bangalore Development Authority which bears out that the lands in Survey Nos. 44, 45, 127, 128 & 129/1 are not notified for acquisition in the preliminary and final notification of the lands.

3. We have perused a copy of the Endorsement dated 14.01.2016 in No. KHB: LAO/689/2015-16 issued by the Office of the Right to Information Department, Karnataka Housing Board, Bengaluru which bears out that lands in Survey Nos. 44, 45, 127, 128 & 129/1 have not been acquired or notified for acquisition.

4. We have perused a copy of the Endorsement dated 22.01.2016 bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 issued by the Land Acquisition Officer, National Highway Authority, Bengaluru which bears out that Survey Nos. 44, 45, 127, 128 & 129/1 is not notified for acquisition.

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5. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 129/1 has not been notified for acquisition for any of its projects.

6. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 129 has not been acquired or notified for acquisition for any of its projects.

7. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 129 has not been acquired or notified for acquisition for any of its projects.

8. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land Acquisition Officer and Competent Authority, National Highway Authority of India which bears out that the Survey No. 129/1 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

9. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:89/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 127.

10. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ sy Nos.128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

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11. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

12. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

Land Conversion & Land Usage

1. We have perused a copy of the Official Memorandum dated 19.8.2001 bearing No. B.Dis.ALN:SR(BA) 289 of 2000-01 issued by the Deputy Commissioner's office, Bengaluru District, which bears out that the land in Survey No. 127 was converted from agricultural use to non-agricultural residential use.
2. **Zoning:** The BDA has issued the Revised Master Plan - 2015 ("**RMP**") effective from 22.6.2007. In RMP, the land bearing Survey No. 127 is shown as located in 'Residential Main' zone.

Litigation

K.SC.ST 60 of 2004-05, SC.ST(A) 69 of 2005-06 and Writ Petition No. 275 of 2007.

1. Maduramma, Vasanth Kumar and Rathnamma (children of Yellappa) filed an application before the Assistant Commissioner's office, Bengaluru North Sub Division to the effect that the land bearing Old Survey No. 44/6 (New Survey No. 127) measuring 2 Acres 27 Guntas was granted to their father Yellappa who belonged to the scheduled caste/ scheduled tribes community and that sale deeds executed by Yellappa conveying Survey No. 127 is in contravention of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 ("**PTCL Act**"). The Assistant Commissioner has after hearing the parties has passed an Order dated 7.7.2005 in the proceedings bearing No. K.SC.ST 60 of 2004-05 whereunder the Assistant Commissioner has held that the sale deeds executed in respect of Survey no. 127 are in violation of the

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PTCL Act and the same were cancelled and that steps should be taken to ensure that Survey No. 127 is resumed by the family members of the grantee. The said order is borne out in the Mutation Register Extract MR. No. 7 of 2005-06.

2. Yeshwanth Shenoy has preferred an appeal over the Order dated 7.7.2005 passed in the proceedings bearing No. K.SC.ST. 60 of 2004-05 before the Court of the Special Deputy Commissioner under the proceedings bearing No. SC.ST(A) 69 of 2005-06. The Special Deputy Commissioner passed an Order dated 29.9.2006 stating that the land in question was granted in the year 1929 ad it has to be construed that it was granted under the Government Order dated 29.3.1924 and it was a 'no rule' period and the said grant was not governed by the rules framed. Therefore, hence applying the law and principles laid down by the courts it has been held that alienation of the lands in question are not hit by the provisions of the PTCL Act. The Order dated 29.9.2006 passed by the Deputy Commissioner in SC.ST(A) 69 of 2005-06 is borne out in the Mutation Register Extract in MR. No. 21 of 2006-07.

3. Gangamma has filed a Writ Petition No. 275 of 2007 before the High Court of Karnataka seeking to set aside the Order dated 29.9.2006 passed in the proceedings bearing No. SC.ST(A) 69 of 2005-06. The High Court of Karnataka has passed an Order dated 24.1.2007 that the petitioners are disentitled to claim that the sale transactions in question were hit by Section 4 of the PTCL Act.

O.S. No. 6201 of 2010

1. Indira Kumar has filed partition suit bearing OS No. 6201 of 2010 in the Principal City Civil and Sessions Judge claiming his share (1/5th) in the properties of Narayanaswamy and Parvathamma (viz., land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 2 Acres 27 Guntas). The case is pending as on date and has been posted for plaintiff's evidence and the next date of hearing is on 7.4.2016.

2. By the Judgement dated 15.10.2019, the Court has held that the suit is barred by limitation and held that the plaintiff was not entitled for any relief of partition and separate possession and thereby the case was dismissed.

O.S. No. 6392/ 2015

1. M/s Century Silicon City has filed a suit bearing OS No. 6392/ 2015 in the Court of the Principal City Civil and Sessions Judge against Vasanth Kumar, Rathnamma (children of Yellappa), Muthappa, Muniyellamma (children of Annayappa), Narayanaswamy (son of Muthappa), Govindaraju, Thangaraju, S.V. Ramesh, Ramesh and Anjinappa (defendants) in respect of the land bearing Survey Nos. 45 measuring 3 Acres 7 Guntas, 128 measuring 2 Acres 7 Guntas, 129 measuring 1 Acre 35 Guntas, 42/4 measuring 2 Acres, 127 measuring 1 Acre 22 Guntas and 44 measuring 2 Acres 11 Guntas. The Court has issued an ad interim exparte temporary injunction restraining the defendants from interfering with the aforementioned properties.

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2. We have been provided with Order dated 20.03.2018 passed XX Additional City Civil & Sessions Judge, Bangalore that applicants/proposed defendants who claims to be the legal representatives of Late Yellappa, filed I.A. No. 3, seeking permission to come on record alleging that the sale deeds as relied by the Plaintiffs are not binding on them. The I.A. No. 3 was dismissed by the said Order.

Note: *We are given to understand that the said suit is still pending.*

Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

   a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

   b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

   c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

   d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

   e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which

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Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile

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and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 127 along with other lands.

C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

2. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

3. It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

Encumbrance / Charge:

1. Encumbrance Certificates issued in respect of the land bearing Survey No. 44/6 for the period 1.1.1929 to 31.3.1982 and 1.4.2004 to 29.2.2016 reflects all the relevant transactions in relation to the land in Survey No. 127.

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2. Encumbrance Certificates issued in respect of Property IV for the period 15.2.1957 to 29.2.2016 reflects all the relevant transactions in relation to the land in Survey No. 127.

3. M/s Century Silicon City had mortgaged *inter alia* Survey No. 127 in favor of IL&FS Trust Company Limited under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014 for the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 whereunder Survey No. 127 has been released from the charge created under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014.

4. M/s Century Silicon City has mortgaged Survey No. 127 in favor of IDBI Trusteeship Services Limited as evidenced from the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015. the said mortgage has been discharged vide the Discharge Deed dated 13.04.2018 registered as Document No. HLS-1-00272-2018-19. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

5. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 which bears out that M/s Century Silicon City has mortgaged Property IV in favour of IDBI Trusteeship Services Limited. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

6. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 129/1 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

7. We have perused a copy of the Encumbrance Certificate for the period 08.01.2023 to 08.01.2024 which bears out the entry Debenture Trust Deed dated 12.12.2023, registered as Document No. 8213/2023-24, executed by Century Silicon City in favour of IDBI Trusteeship Limited.

8. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

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9. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

Note: the said mortgage is still pending

10. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances with respect to the Survey No. 127.

11. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances with respect to the Survey No. 127.

12. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances with respect to the Survey No. 127.

13. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances with respect to the Survey No. 127.

ADVOCATE

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CONCLUSION

Based on the documents furnished to us and subject to our observations made hereinabove, we are of the opinion that Century Silicon City Private Limited is the owner of the land in Survey No. 127, measuring 1 acre 22 guntas subject to the mortgage created in favour of Catalyst Trusteeship Limited.

MANJUNATHA. J
Advocate
Bangaluru

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SCHEDULE PROPERTY

All that piece and parcel of the immoveable property being the land bearing Survey No. 127 measuring 1 Acre 22 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru, bounded on its:

East by : Portion of land bearing Survey No. 128;
West by : Portion of land bearing Survey No. 44;
North by : Portion of land bearing Survey No. 43; and
South by : Portion of land bearing Survey Nos. 127.

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*).

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Annexure A

List of documents reviewed

Sl. No.	Description of documents
1.	Endorsement bearing No. RK.RTI.CR/662/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;
2.	Sale Deed dated 26.4.1954, registered as Document No. 349 of 1954-55 stored in Book I, Volume 1407 at Pages 209 to 211 in the office of the Sub Registrar, Bengaluru South;
3.	Sale Deed dated 22.6.1956, registered as Document No. 1408 of 1959-60 stored in Book I, (*other details not ascertainable*);
4.	Sale Deed dated 15.2.1962, registered as Document No. 5582 of 1961-62 stored in Book I, Volume 367 at Pages 66 & 67 in the office of the Sub Registrar, Bengaluru South;
5.	Sale Deed dated 19.4.1965, registered as Document No. 306 of 1965-66 stored in Book I, Volume 515, at Pages 158 to 160 in the office of the Sub Registrar, Bengaluru South;
6.	Sale Deed dated 17.6.1963, registered as Document No. 1492 of 1963-64 stored in Book I, Volume 398 at Pages 222 to 224, in the office of the Sub Registrar, Bengaluru South;
7.	Sale Deed dated 22.3.1965, registered as Document No. 6058 of 1964-65 stored in Book I, Volume 511 at Pages 85 to 88, in the office of the Sub Registrar, Bengaluru South;
8.	Order dated 3.10.1981 passed in the proceedings bearing LRF No. 5360 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;
9.	Agreement to Sell dated 4.5.1994, registered as Document No. 739 of 1994-95 stored in Book I, Volume 3862 at Pages 148 to 152, in the office of the Sub Registrar, Bengaluru South;
10.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127 in the office of the Sub Registrar, Bengaluru South;

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11.	Affidavit dated 4.5.1994 sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh;
12.	Sale Deed dated 8.12.1995, registered as Document No. BNG(U)/BLR(S)/8294/1995-96 stored in Book I, in the office of the Sub Registrar, Bengaluru South;
13.	Extract of Entry No. MR 76 of 1995-96 made in the Mutation Register;
14.	Sale Deed dated 4.12.1995, registered as Document No. BNG(U)/BLR(S)/8019/1995-96 stored in Book I, in the office of the Sub Registrar, Bengaluru South;
15.	Extract of Entry No. MR 76 of 1996-97 made in the Mutation Register;
16.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/2385/2001-02 in the office of the Sub Registrar, Bengaluru South;
17.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9366/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;
18.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9441/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14477/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14479/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
21.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14476/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;
22.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;
23.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03446-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur;

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24.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;
25.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;
26.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
27.	Development Plan sanctioned by the Bangalore Development Authority;
28.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;
29.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South;
30.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
31.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
32.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;
32A	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century Silicon City;
33.	R.T.C.s issued in respect of the land bearing Survey No. 44 measuring 2 Acres 11 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15;
34.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;
35.	Map of Munnekolal Village;
36.	Tippany issued in respect of the land bearing Survey No. 127 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
37.	Endorsement bearing No. LRF 191 of 2003-04 dated 16.7.2003 issued by the

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	Tahsildar, Bengaluru East Taluk;
38.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
39.	Endorsement bearing No. PTCL CR 389 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
40.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 127;
41.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;
42.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 127 for the years 2008-09 to 2011-12;
42A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 127 for the years 2012-13 to 2016-17;
42B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
42C	Khata Certificate dated 12.8.2016 issued by BBMP;
42D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
43.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;
44.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;
45.	Endorsement bearing No. KHB/LA/689/2015-16 dated 14.1.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;
45A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;
46.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 289 of 2000-01 dated 19.6.2001 issued by the Deputy Commissioner's office, Bengaluru District;

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47.	Order dated 7.7.2005 passed in the proceedings bearing No. K.SC.ST 60 of 2004-05 by the Assistant Commissioner, Bengaluru North Sub Division;
48.	Extract of Entry No. MR 7 of 2005-06 made in the Mutation Register;
49.	Order dated 29.9.2006 passed in the proceedings bearing No. SC.ST(A) 69 of 2005-06 by the Deputy Commissioner, Bengaluru Urban District;
50.	Extract of Entry No. MR 21 of 2006-07 made in the Mutation Register;
51.	Order dated 24.1.2007 passed in W.P. No. 275 of 2007 by the High Court of Karnataka;
52.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;
53.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;
54.	Encumbrance Certificates issued in respect of the land bearing Survey No. 44/6 for the period 1.1.1929 to 31.3.1982 and 1.4.2004 to 29.2.2016;
55.	Encumbrance Certificates issued in respect of Property IV for the period 15.2.1957 to 29.2.2016;
56.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;
57.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and
58.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015, registered as Document No. .
59.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
60.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
61.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
62.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by

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	the Karnataka State Fire and Emergency Services
63.	E-Katha Certificate dated 08.07.2025
64.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
65.	Tax paid receipt dated 25.07.2025.
66.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
67.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
68.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
69.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
70.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
71.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

ADVOCATE

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Annexure B

List of documents verified.

Sl. No.	Description of documents	Original / Certified Copy / Photocopy
1.	Endorsement bearing No. RK.RTI.CR/662/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
2.	Sale Deed dated 26.4.1954, registered as Document No. 349 of 1954-55 stored in Book I, Volume 1407 at Pages 209 to 211 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
3.	Sale Deed dated 22.6.1956, registered as Document No. 1408 of 1959-60 stored in Book I, (*other details not ascertainable*);	Certified Copy
4.	Sale Deed dated 15.2.1962, registered as Document No. 5582 of 1961-62 stored in Book I, Volume 367 at Pages 66 & 67 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
5.	Sale Deed dated 19.4.1965, registered as Document No. 306 of 1965-66 stored in Book I, Volume 515, at Pages 158 to 160 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
6.	Sale Deed dated 17.6.1963, registered as Document No. 1492 of 1963-64 stored in Book I, Volume 398 at Pages 222 to 224, in the office of the Sub Registrar, Bengaluru South;	Certified Copy
7.	Sale Deed dated 22.3.1965, registered as Document No. 6058 of 1964-65 stored in Book I, Volume 511 at Pages 85 to 88, in the office of the Sub Registrar, Bengaluru South;	Certified Copy
8.	Order dated 3.10.1981 passed in the proceedings bearing LRF No. 5360 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;	Certified Copy
9.	Agreement to Sell dated 4.5.1994, registered as Document No. 739 of 1994-95 stored in Book I, Volume 3862 at Pages 148 to 152, in the office of the Sub Registrar, Bengaluru South;	Original
10.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127	Photocopy

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	in the office of the Sub Registrar, Bengaluru South;	
11.	Affidavit dated 4.5.1994 sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh;	Photocopy
12.	Sale Deed dated 8.12.1995, registered as Document No. BNG(U)/BLR(S)/8294/1995-96 stored in Book I, in the office of the Sub Registrar, Bengaluru South;	Original
13.	Extract of Entry No. MR 76 of 1995-96 made in the Mutation Register;	Original
14.	Sale Deed dated 4.12.1995, registered as Document No. BNG(U)/BLR(S)/8019/1995-96 stored in Book I, in the office of the Sub Registrar, Bengaluru South;	Original
15.	Extract of Entry No. MR 72 of 1996-97 made in the Mutation Register;	Certified copy
16.	Sale Deed dated 20.11.2001, registered as Document No. BNG(U)-BLR(S)/8385/2001-02 in the office of the Sub Registrar, Bengaluru South;	Certified copy
17.	Sale Deed dated 11.12.2001, registered as Document No. BNG(U)-BLR(S)/9366/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;	Certified copy
18.	Sale Deed dated 12.12.2001, registered as Document No. BNG(U)-BLR(S)/9441/2001-02 (stored in CD No. 65) in the office of the Sub Registrar, Bengaluru South;	Certified copy
19.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14477/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
20.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14479/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original
21.	Cancellation Deed dated 3.7.2003, registered as Document No. BND(U)-BLR(S)/14474/2003-04 (stored in CD No. 119) in the office of the Sub Registrar, Bengaluru South;	Original

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22.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;	Photocopy
23.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03450-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur; (executed by Parvathamma in favour of Yeshwanth Shenoy)	Certified Copy
24.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s iCentury Silicon City and M/s H.M. Constructions;	Photocopy
25.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;	Photocopy
26.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
27.	Development Plan sanctioned by the Bangalore Development Authority;	Photocopy
28.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;	Certified Copy
29.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South;	Original Seen in Survey No. 42/4
30.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
31.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
32.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;	Photocopy
32A	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century Silicon City;	Photocopy
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35.	Map of Munnekolal Village;	Photocopy
36.	Tippany issued in respect of the land bearing Survey No. 127 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Photocopy
37.	Endorsement bearing No. LRF 191 of 2003-04 dated 16.7.2003 issued by the Tahsildar, Bengaluru East Taluk;	Photocopy
38.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
39.	Endorsement bearing No. PTCL CR 389 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
40.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 127;	Photocopy
41.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;	Photocopy
42.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 127 for the years 2008-09 to 2011-12;	Photocopy
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42B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;	Photocopy
42C	Khata Certificate dated 12.8.2016 issued by BBMP;	Photocopy
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	issued by BBMP;	
43.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
44.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;	Photocopy
45.	Endorsement bearing No. KHB/LA/689/2015-16 dated 14.1.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;	Photocopy
45A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;	Photocopy
46.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 289 of 2000-01 dated 19.6.2001 issued by the Deputy Commissioner's office, Bengaluru District;	Original
47.	Order dated 7.7.2005 passed in the proceedings bearing No. K.SC.ST 60 of 2004-05 by the Assistant Commissioner, Bengaluru North Sub Division;	Photocopy
48.	Extract of Entry No. MR 7 of 2005-06 made in the Mutation Register;	Photocopy
49.	Order dated 29.9.2006 passed in the proceedings bearing No. SC.ST(A) 69 of 2005-06 by the Deputy Commissioner, Bengaluru Urban District;	Photocopy
50.	Extract of Entry No. MR 21 of 2006-07 made in the Mutation Register;	Photocopy
51.	Order dated 24.1.2007 passed in W.P. No. 275 of 2007 by the High Court of Karnataka;	Photocopy
52.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
53.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy

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54.	Encumbrance Certificates issued in respect of the land bearing Survey No. 44/6 for the period 1.1.1929 to 31.3.1982 and 1.4.2004 to 29.2.2016; 01.01.1929 to 14.02.1957 15.02.1957 to 01.04.1994 01.04.1982 to 28.04.1994 01.04.1982 to 28.04.1997 01.04.1997 to 24.08.1998 01.04.1998 to 15.12.2000 15.12.2000 to 28.06.2002 28.06.2002 to 28.03.2003 29.03.2003 to 26.10.2003 26.10.2003 to 31.03.2005 01.04.2005 to 07.12.2005	Photocopies
55.	Encumbrance Certificates issued in respect of Property IV for the period 15.2.1957 to 29.2.2016;	Photocopy
56.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;	Certified Copy
57.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and	Certified Copy
58.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015.	Certified Copy
59.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
60.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
61.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
62.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
63.	E-Katha Certificate dated 08.07.2025	Photocopy
64.	Tax paid receipt dated 25.07.2025	
65.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy

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66.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
67.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
68.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
69.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
70.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
71.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 128 measuring 2 Acres 7 Guntas (carved out of the larger portion of land bearing earlier Survey No. 44/5 measuring 2 Acres 29 Guntas), situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk

Flow of Title

1. On perusal of the documents furnished to us, we note that the land bearing Survey No. 128 measuring 2 Acres 7 Guntas is carved out of the larger portion of land bearing earlier Survey No. 44/5 measuring 2 Acres 29 Guntas, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

2. From the documents provided to us, we note that the land bearing Survey No. 44/5 measuring to an extent of 2 Acres 29 Guntas, was originally granted to Annaiah (Son of Muniga).

3. We have not been furnished with the Order where under the land bearing Survey No. 44/5 measuring to an extent of 2 Acres 29 Guntas was granted in favour of Annaiah (son of Muniga). However, we have been perused a copy of the Endorsement dated 18.01.2016 bearing No. RK. RTI.CR/661/2015-16 which bears out that the grant order issued in respect of the land bearing New Survey No. 128 (Old Survey No. 44/5) is not available.

4. We have perused a copy of the Sale Deed dated 26.03.1953, registered as Document No. 7487 of 1952-53, which bears out that (i) Muni Sonnappa and (ii) Muthappa (both sons of Annaiah) conveyed the land bearing Survey No. 44/5 measuring 2 Acres 29 guntas in favor of Yallappa Reddy (son of Nagappa). *It is observed that, other children of Late Annaiah, (referred in the genealogical tree explained below) have not been made as parties to the said sale deed.*

5. We have been provided with Genealogical Tree of Annaiappa alias Annaiah, reflecting the name of his wife Late Muniyamma and their children Krishnappa, Muthappa, Yellappa, Venkataswamy, Muniyallappa and Chinnamma. *It is observed that, the name of Muni Sonnappa is not reflected in the Genealogical Tree.*

6. We have perused a copy of the Sale Deed dated 23.03.1961, registered as Document No. 5703 of 1960-61, which bears out that (i) Muni Sonnappa, (ii) Muthappa, (iii) Yellappa and (iv) Venkataswamy (children of Annaiah), conveyed the land in Survey No. 44/5 measuring 2 acres 29 guntas, in favor of Yallappa (son of Nagappa). It is reflected in the Sale Deed that, the survey number is wrongly mentioned as Survey

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No. 44/3 instead of 44/5 in the previous sale deed and in the present sale deed, the same has been rectified as Survey No. 44/5 measuring 2 acres 29 guntas. It is also observed that, the children of Annaiah namely Krishnappa, and Muniyellappa were not made as parties to the Sale Deed dated 23.03.1961.

7. We have perused a copy of the Sale Deed dated 04.04.1966, registered as Document No. 38 of 1966-67, which bears out that Yallappa (son of Nagappa) conveyed the land in Survey No. 44/5, measuring 2 acres 29 guntas in favor of Muthappa (son of Annaiah).

8. We have been furnished with an Endorsement dated 07.12.1988 issued by the office of the Tahsildar, Bengaluru South Taluk, ordering for the deletion of name of Parvathamma in regard to the land bearing Survey No. 128, measuring to an extent of 2 Acres 29 Guntas and registering the name of Krishnappa, Muthappa, N. Yellappa and Venkataswamy in respect of the said land.

9. We have been furnished with an Official Memorandum dated 12.07.1994 issued by the office of Tahsildar, Bengaluru South Taluk, Krishnarajapura, Bengaluru. It appears that, one Srinivas (son of Muniyallappa and grandson of Annaiah) had filed an application claiming the 1/5th right title and interest in the land bearing Survey No. 128 of Munnekolala Village, in proceedings No. RRT (1) CR.553:1993-94. The said office on hearing the facts had ordered for the khata and grant of permission to change the khata in the name of Muniyamma (Wife of Late Muni Yellappa and Daughter-in-law of Annaiah) with respect to the 1/5th right title and interest in the land bearing Survey No. 128 of Munnekolala Village. Accordingly, in Extract of Entry bearing No. MR 1/1994-95, the khata got mutated in the revenue records to the name of Muniyamma (wife of Late Muniyellappa).

10. We have also been furnished with a Sale Deed dated 13.01.1969, registered as Document No. 4861 of 1968-69 which bears out that Yellappa Reddy (3rd son of Annaiah), conveyed the land measuring ½ (half) Acre i.e., 20 guntas out of 2 acres 29 guntas in Survey No. 44/5 in favour of Muthappa (son of Annaiah). The katha in relation to the said 20 guntas was transferred and registered in the name of Muthappa vide the Mutation Register Extract in MR. No. 19/1994-95.

11. We have perused a copy of the Sale Agreement dated 03.11.1992, registered as Document No. 3955 of 1992-93 which bears out that Venkataswamy (son of Annaiah), Manjappa and Nanjamma (since minors both are represented by their father Venkataswamy) have agreed to convey their portion of 1/4th share of undivided right, title, and interest in land bearing Survey No. 44/5 (New Survey No. 128) which is approximately 27 Guntas out of 2 Acres 29 Guntas with P. Dayananda Pai (son of late Narasimha Pai) (represented by R. Venkatesh (son of M. V. Ramanna)), or his nominee's. Further, said Venkataswamy (son of Annaiah), Manjappa and Nanjamma

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(since minors both are represented by their father Venkataswamy) had also executed and registered a Special Power of Attorney dated 03.11.1992, registered as Document No. 664 appointing P. Satish Pai (son of P. Narasimha Pai) and S. Raghunath (son of H. Shankar) jointly or severally as their attorney, with respect to land bearing Survey No. 44/5 measuring to an extent of 1/4th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128). The said power of attorney also authorises the attorney to sell the same on their behalf.

12. Said Venkataswamy (son of Annaiah), Manjappa and Nanjamma (since minors both are represented by their father Venkataswamy) have sworn an Affidavit dated 04.11.1992 stating that they have received the entire consideration with respect to land measuring to an extent of 1/4th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128) and that they are handing over the possession of land measuring to an extent of 1/4th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128) in terms of the Agreement of Sale dated 03.11.1992.

13. We have perused a copy of the Sale Agreement dated 23.04.1994, registered as Document No. 494 of 1994-95 which bears out that Yellappa (son of Annaiah), Venugopal and Ramesh (since minors both are represented by their father Yellappa) agreed to convey their 1/4th share of undivided right, title, and interest in land bearing Survey No. 44/5 (New Survey No. 128) which is approximately 27 Guntas out of 2 Acres 29 Guntas of land in favour of P. Dayananda Pai (son of late Narasimha Pai) (represented by R. Venkatesh (son of M. V. Ramanna)) or his nominee's. Further, said Yellappa (son of Annaiah), Venugopal and Ramesh (since minors both are represented by their father Yellappa) had also executed and registered a Special Power of Attorney dated 25.04.1994, registered as Document No. 68 appointing P. Satish Pai (son of P. Narasimha Pai) and S. Raghunath (son of H. Shankar) jointly or severally as their attorney, with respect to land measuring to an extent of 1/4th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128). The said power of attorney also authorises the attorney to sell the same on their behalf.

14. Yellappa (son of Annaiah), Venugopal and Ramesh (since minors both are represented by their father Yellappa) have sworn an Affidavit stating that they have received the entire consideration in respect of land measuring to an extent of 1/4th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128) and that they are handing over the possession of the same in terms of the Agreement of Sale dated 23.04.1994.

15. We have perused a copy of the Sale Agreement dated 16.09.1994, registered as Document No. 4178 of 1994-95, which bears out that a) Muthappa (son of Annaiah) and his children b) Narayanaswamy, c) Manjunath, d) Mahesh (since minor represented by their father Muthappa) e) Krishnappa (son of Annaiah) along with his

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sons, f) Venkatesh g) Ramesh (since minor represented by their father Krishnappa) h) Manjamma (since disabled, represented by her father Krishnappa) have together agreed to convey their 2/5th share of undivided right, title, and interest in land bearing Survey No. 44/5 (New Survey No. 128) in favour of P. Dayananda Pai (son of late Narasimha Pai) (represented by Deshapande) or his nominee's. Further a) Muthappa (son of Annaiah) and his children Narayanaswamy, c) Manjunath, d) Mahesh (since minor represented by their father Muthappa) e) Krishnappa (Annaiah) f) Venkatesh (son of Krishnappa), g) Ramesh (since minor represented by their father Krishnappa) h) Manjamma (since disabled, represented by her father Krishnappa) has also executed and registered a Special Power of Attorney dated 16.09.1994, registered as Document No. 671 of 1994-95 in favor of P. Satish Pai (son of P. Narasimha Pai) and S. Raghunath (son of H. Shankar) jointly or severally as their attorney, with respect to land bearing Survey No. 44/5 measuring to an extent of 2/5th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128). The said power of attorney also authorises the attorney to sell the same on their behalf.

Note: *It is noted that, Manjamma aged about 20 years has been represented by her father Krishna Reddy at the time of execution and registration of Agreement of Sale dated 16.09.1994. In the said Agreement, it is stated that, Ms. Manjamma is disabled. We are not informed or furnished with the details, as to whether permission has been obtained from the District Court for alienation of property on her behalf. We understand that there are no claims from Manjamma and given the number of years, any claims made by Manjamma will be weak.*

16. The Said a) Muthappa (son of Annaiah) and his children Narayanaswamy, c) Manjunath, d) Mahesh (since minor represented by their father Muthappa) e) Krishnappa (Annaiah) f) Venkatesh (son of Krishnappa), g) Ramesh (since minor represented by their father Krishnappa) h) Manjamma (since disabled, represented by her father Krishnappa) have sworn an Affidavit stating that they have received the entire consideration in respect of land measuring to an extent of 2/5th share of undivided right title and interest in Survey No. 44/5 (new Survey No. 128) and that they are handing over the possession of the same in terms of the Agreement of Sale dated 16.09.1994.

17. We have perused a copy of the Sale Deed dated 30.07.2002, registered as Document No. 5179 of 2002-03 which bears out that a) Venkataswamy, b) Manjappa, c) Nanjamma, (both represented by their father Venkataswamy) d) Muthappa, Narayanaswamy, Manjunath, Mahesha, (since minors represented by their father Muthappa) Krishnappa, Venkatesh, Ramesh, Nanjamma (represented by their father Krishnappa), Yellappa, Venugopal and Ramesh (represented by their father Krishnappa (represented by their Power of Attorney holder Raghunath) have together conveyed Survey No. 44/5 (new Survey No. 128) measuring 2 Acres 7 Guntas in favor of M. S. Mahadevaiah (son of M. Shivanna).

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18. We have been provided with an Extract of Entry in No. MR 54 of 2003-04 made in the Mutation Register which records the aforesaid Order passed in No. RRT(1)CR 1347 of 2003-04 dated 16.02.2004 issued by the office of Tahasildar, Bengaluru East Taluk, and grant of permission to change the khata in respect of land bearing Survey No. 128 measuring to an extent of 22 Guntas to the name of Muniyellamma (wife of Muni Yellappa). However, we have not been provided with the Order in No. RRT(1)CR 1347 of 2003-04 dated 16.02.2004 issued for the said correction extent in Survey No. 128 of Munnekolala Village and we have been provided with an Endorsement dated 21.06.2011 issued by the office of the Tahasildar, Bengaluru East Taluk, K. R. Puram, Bengaluru mentioning the non availability of the said Order pertaining to the land bearing Survey No. 128 of Munnekolala Village.

19. It is observed in the said Extract of Entry No. 54 of 2003-04 that, the khata for an extent of land measuring 1 Acre 27 Guntas in Survey No. 128 of Munnekolala Village has also been registered in the name of Krishnappa, Muthappa and Venkataswamy jointly. However, it is also noted that, the name of Yellappa (another son of Annaiah) has not been made out as khatedar for the said extent.

20. We have also been furnished with the Partition Deed dated 14.01.2003, registered as Document No. 13630 of 2002-03 executed by and between a) Muthappa (son of Annaiah) and his family members, viz., Narayanaswamy (son of Muthappa), c) Manjunath (son of Muthappa), d) Mahesh (son of Muthappa), e) Gowramma (wife of Muniyallappa), f) Narayanamma (wife of Shivappa) with respect to *inter alia* Survey No. 128 measuring 20 Guntas. In the said Partition, 5 Guntas in Survey No. 128 was allotted to the share of Narayanaswamy, 5 Guntas in Survey No. 128 was allotted to the share of Manjunath, 5 Guntas in Survey No. 128 was allotted to the share of Mahesh, 1.4 Guntas in Survey No. 128 was allotted to the share of Gowramma and 1.4 Guntas in Survey No. 128 was allotted to the share of Narayanamma. It is observed that an extent of 2.2 Guntas is left out for the purpose of formation of road. However, the RTC extracts issued by the office of revenue authorities reflect the said extent in the name of Muthappa son of Annaiah. The registration of the said Deed is borne out in the Mutation Register Extract in MR No. 62 of 2002-03.

21. We have perused a copy of the Sale Deed dated 31.01.2004, registered as Document No. BAS-1-21966-2003-04 which bears out that a) Muthappa (son of Annaiah) and his family members viz., Narayanaswamy (son of Muthappa), c) Manjunath (son of Muthappa), d) Mahesh (son of Muthappa), e) Gowramma (wife of Muniyallappa), f) Narayanamma (wife of Shivappa) jointly, conveyed the land measuring 20 Guntas in Survey No. 128, in favour of M. S. Mahadevaiah (son of M. Shivanna).

Thus by virtue of the above mentioned transactions, M. S. Mahadevaiah (son of M. Shivanna) acquired title to the land in Survey No. 128 measuring measuring 2 Acre 7 Guntas, ("**Survey No. 128**").

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Note: *The genealogical tree of Annaiah does not reflect the names of his grandchildren. In the absence of the same, we cannot ascertain whether all the family members were made as Sellers / Party to the Sale Deed dated 31.01.2004 and 30.7.2002 executed in favour of M. S. Mahadevaiah.*

22. M. S. Mahadevaiah contributed Survey NO. 128 to the Partnership Firm M/s Century Silicon City under the Partnership Deed dated 21.03.2007, the details whereof are provided below.

COMMON DOCUMENTS

23. M/s Century Silicon City entered into (*unregistered*) Joint Development Agreement dated 10.11.2011 with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) to construct and undertake a mixed development comprising of residential apartments and commercial development in the lands bearing Survey Nos. 42/4 measuring 2 Acres, 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 7 Guntas, 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, 128 measuring 2 Acres 7 Guntas and 129 measuring 1 Acre 35 Guntas and 43/3 measuring 2 Acres. Some of the key terms and conditions of the Joint Development Agreement dated 10.11.2011 are as follows:

    a. The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129/1 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.
    b. The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.
    c. M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.
    d. M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.
    e. At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.

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f. M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

24. Pursuant thereto, M/s Century Silicon City has executed a Notarized Power of Attorney authorizing and appointing M/s H. M. Constructions as their attorney in terms of the Joint Development Agreement dated 10.11.2011.

25. We note the Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority whereunder approval is granted to the development plan whereunder residential and non-residential development is to be undertaken in the land bearing Survey Nos. 42(p), 43(p), 44, 45, 127(p), 128(p) and 129/1 measuring 15 Acres situated at Munnekollal Village, Varthur Hobli, Bengaluru East Taluk, subject to the conditions listed out therein. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted land, (now converted) comprising in the aforementioned lands do not form part of the development plan.

26. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that sanction was accorded for development of the lands measuring totally 15 Acres, wherein an extent of 3 Acres 35 Guntas is planned for commercial development and the balance extent is proposed for residential development.

27. We have perused a copy of the Relinquishment Deed dated 28.11.2014 executed by M/s Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm

1. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H.

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Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

2. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name **'Century Silicon City'** has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

3. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

4. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

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5. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

Revenue Records

1. R.T.C. extracts issued with respect to land bearing Survey No. 128 measuring 2 Acres 29 Guntas situated at Munnekolala Village, Varthur Hobli, Bengaluru East Taluk, for the years 1967-68 to 1971-72 and from 1977-78 to 1987-88 reflects the name of Annaiah Son of Muniga as the holder thereof.

2. We have been furnished with an Endorsement dated 01.12.2015 issued by the office of Tahasildar, Bengaluru East Taluk, K. R. Pura, Bengaluru mentioning the non-availability of RR and R.T.C.s for the period from 1972-73 to 1976-77 in respect of Survey No. 128 measuring 2 Acres 29 Guntas situated at MunnekolalaVillage, Varthur Hobli, Bengaluru East Taluk.

3. R.T.C. extracts issued for the period 1988-89 to 1999-2000 reflects the name of Krishnappa, Venkataswamy, Muthappa as holder of 1/5th share and Muniyamma as holder of 1/5th share and Muthappa as holder of 20 Guntas.

4. R.T.C. extracts issued for the period 2000-01 to 2003-04 reflects the name of Krishnappa, Muthappa, Venkataswamy as holder of 1 Acre 27 Guntas, Muniyamma as holder of 22 Guntas, Narayanaswamy Son of Muthappa as holder of 5 Guntas, Manjunath Son of Muthappa as holder of 5 Guntas, Mahesh Son of Muthappa as holder of 5 Guntas, Gowramma Wife of Muniyellappa as holder of 1.04 Guntas and Narayanamma Wife of Shivappa as holder of 1.04 Guntas.

5. R.T.C. extracts s issued for the period2004-05 to 2015-16 reflects the name of Muniyamma as holder of 22 Guntas, M. S. Mahadevaiah as holder of converted land measuring 1 Acre 27 Guntas and M. S. Mahadevaiah as holder of converted land measuring 20 Guntas respectively.

6. The R.T.C Extracts for the period 2015-16 to 2018-19 and from 2019-2020 to 2022-23 with respect to Survey No. 128 bears out the name of Muniyamma as the holder to an extent of 22 Guntas and the name of M. S Mahadevaiah as the holder to an extent of 1 Acre 27 Guntas and 20 Guntas respectively. The said RTC extracts also bears out reference to the Mutation Register Extract in MR Nos. 54 of 2003-04 and 50 of 2004-05.

7. We have perused a copy of the map of Munnekolal Village showing the location of Survey No. 128.

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8. The Revision settlement Akarbandh issued in respect of Survey No. 128 confirms the total extent of land in land bearing Survey No. 128 to be 2 Acres 29 Guntas which comprised therein.

9. Tippany issued in respect of Survey No. 128, reflects the shape of the land in the said survey number.

10. The Tahsildar, Bengaluru East Taluk has issued an Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 to the effect that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 128.

11. The Assistant Commissioner's Office, Bengaluru North Taluk has issued Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 to the effect that as per the records maintained in his office no proceedings have been filed in respect of the land bearing Survey No. 128 measuring 2 Acres 7 Guntas under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

12. The Assistant Commissioner's Office, Bengaluru North Taluk has issued endorsement bearing No. PTCL.CR: 389/2015-16 dated 24.6.2015 to the effect that no proceedings have been filed in respect of the land bearing Survey No. 128 measuring 2 Acres 29 Guntas under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

Khata and Tax Paid Receipts

13. We have been furnished with Khata Certificate and Khata Extract both dated 30.3.2012 issued by the Commissioner, Bruhat Bengaluru Mahanagara Palike in respect of property bearing khata No. 2796/128,129,45 Municipal No. 48 shows M. S. Mahadevaiah as the holder there of.

14. We have been provided with Tax paid receipt for the year 2011-12 with respect to property bearing Khata No. 128/129/45.

15. Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 evidencing the payment of tax in respect of the land bearing Survey Nos. 45, 128 & 129 for the years 2012-13 to 2016-17.

16. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv)

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Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP.

17. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

    Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

    Note: *We have not been furnished with the receipt of payment of the balance amount of INR 1,01,20,818/- and the amalgamated katha certificate and katha extract.*

    We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

18. We note the khata certificate and extract of the Vacant Land and Houses Register for the year 2016-17 issued by the BBMP in respect of the amalgamated properties.

19. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

20. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

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21. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

Acquisition and Approvals:

1. We have perused a copy of the Endorsement dated 28.1.2016 in No. Bangalore/SplLAO-2/2757/2015-16 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board which bears out no acquisition proceedings have been initiated/pending in relation to the land in Municipal No. 48.

2. We have perused a copy of the Endorsement dated 27.02.2016 in No. BDA/LAO/996/15-16 issued by the Land Acquisition Officer, Bangalore Development Authority which bears out that the lands in Survey Nos. 44, 45, 127, 128 & 129/1 are not notified for acquisition in the preliminary and final notification of the lands.

3. We have perused a copy of the Endorsement dated 14.01.2016 in No. KHB: LAO/689/2015-16 issued by the Office of the Right to Information Department, Karnataka Housing Board, Bengaluru which bears out that lands in Survey Nos. 44, 45, 127, 128 & 129/1 have not been acquired or notified for acquisition.

4. We have perused a copy of the Endorsement dated 22.01.2016 bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 issued by the Land Acquisition Officer, National Highway Authority, Bengaluru which bears out that Survey Nos. 44, 45, 127, 128 & 129/1 is not notified for acquisition.

5. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 128 has not been notified for acquisition for any of its projects.

6. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 128 has not been acquired or notified for acquisition for any of its projects.

7. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 128 has not been acquired or notified for acquisition for any of its projects.

8. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land

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Acquisition Officer and Competent Authority, National Highway Authority of India which bears out that the Survey No. 128 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

9. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:88/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that there are no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 128.

1. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ Sy Nos. 128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

2. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

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3. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

Land Conversion & Land Usage

1. We have perused a copy of the Official Memorandum dated 22.09.2004 bearing No. ALN:SR(E):VB:SR:200/2004-05 issued by the Special Deputy Commissioner (R), Bengaluru District, which bears out that the land in Survey No. 128 was converted from agricultural use to non-agricultural residential use. The said conversion is reflected in the Mutation Register Extract in MR. No. 50/2004-05.

2. **Zoning:** The BDA has issued the Revised Master Plan - 2015 ("RMP") effective from 22.6.2007. In RMP, the land bearing Survey No. 128 is shown as located in 'Residential Main' zone.

Litigation:

O. S. No. 5330 of 2011

1. We note that, Muni Yallamma, Yashodha, Gowramma, Narayanamma, Muniraju, Pillamma, Saraswathi filed suit for partition claiming 1/6th share in Property V before the Court of City Civil Judge as they were not made party to the Sale Deed dated 30.07.2002 executed in favour of M.S Mahadevaiah. In this regard, we have been provided with the Amended Plaint, Written Statement of Defendant No. 23 (i.e., Mahadevaiah) and Order Sheet. We further note from the Order Sheet provided with respect to the suit that the next stage of hearing was on 28.03.2023 and the same is for arguments. On inspection of the online portal of the case status it appears that the suit has been dismissed/rejected after full trail/hearing on 14.07.2023.

Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

    a. The Plaintiff submits that the Defendant No. 1 had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property.

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In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and

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injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet

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dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 128 along with other lands.

C.M.P. No. 240 of 2020

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

2. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

3. It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

OS No. 6392/ 2015

1. M/s Century Silicon City has filed a suit bearing OS No. 6392/ 2015 in the Court of the Principal City Civil and Sessions Judge against Vasanth Kumar, Rathnamma (children of Yellappa), Muthappa, Muniyellamma (children of Annayappa), Narayanaswamy (son of Muthappa), Govindaraju, Thangaraju, S.V. Ramesh, Ramesh and Anjinappa (defendants) in respect of the land bearing Survey Nos. 45 measuring 3 Acres 7 Guntas, 128 measuring 2 Acres 7 Guntas, 129 measuring 1 Acre 35 Guntas, 42/4 measuring 2 Acres, 127 measuring 1 Acre 22 Guntas and 44 measuring 2 Acres

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11 Guntas. The Court has issued an ad interim exparte temporary injunction restraining the defendants from interfering with the aforementioned properties.

2. We have been provided with Order dated 20.03.2018 passed XX Additional City Civil & Sessions Judge, Bangalore that applicants/proposed defendants who claims to be the legal representatives of Late Yellappa, filed I.A. No. 3, seeking permission to come on record alleging that the sale deeds as relied by the Plaintiffs are not binding on them. The I.A. No. 3 was dismissed by the said Order.

Note: *We are given to understand that the said suit is still pending.*

Encumbrance / Charge

1. We have perused Encumbrance Certificates for the period covering from 01.04.1952 to 14.02.1957, 15.2.1957 to 31.3.1957, 1.4.1957 to 31.3.1960, 01.04.1960 to 31.3.1966, 01.04.1966 to 31.3.1975 reflects the Sale Deeds dated 23.03.1961, 04.04.1966 and 13.01.1969, 01.04.1975 to 24.09.1988, 25.09.1988 to 8.1.1992 which bears out nil encumbrances, in relation to Survey No. 128 (Old Survey No. 44/5).

2. We have perused a copy of the Encumbrance Certificates for the period from 09.01.1992 to 20.10.1997 reflects the relevant transactions as detailed below issued in respect of land bearing Survey No. 128 (old Survey No. 44/5).

3. We have perused a copy of the Encumbrance Certificates for the period from 28.06.2002 to 16.07.2003, 01.04.2002 to 31.03.2004, issued in respect of land bearing Survey No. 128 (old Survey No. 44/5), reflects the relevant transactions.

4. We have perused a copy of the Encumbrance Certificates for the period from 28.03.2003 to 20.10.2003, reflects nil entries in relation to Survey No. 128 (part) situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas.

5. The Encumbrance Certificates for the period 21.10.2003 to 31.3.2005 issued in respect of the land bearing Survey No. 128 situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas reflects the Sale Deed dated 31.01.2004.

6. We note the Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 measuring 2 Acres 7 Guntas situated at Munnekolal Village, for the period from 01.04.2005 to 7.12.2005, 23.03.2007 to 17.02.2011, 17.02.2011 to 09.05.2011, 10.05.2011 to 31.03.2012, 01.04.2012 to 31.03.2013, 01.04.2013 to 08.10.2013, 09.10.2013 to 31.03.2014.

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7. The Encumbrance Certificates issued in respect of the land bearing Survey No. 128 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas for the period from 08.08.2005 to 22.3.2007 reflects the Partnership Deed dated 21.03.2007, 01.04.2014 to 30.05.2015 reflects the Mortgage Deed dated 23.06.2014, and 01.04.2015 to 29.2.2016 reflect the Discharge Deed dated 07.09.2015 and Mortgage Deed dated 06.10.2015 referred to above.

8. We have perused a copy of the Encumbrance Certificate for the period 06.06.2023 to 05.01.2024 which bears out the following entries:

    a. Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Private Limited in favour of Century Silicon City Private Limited.
    b. Debenture Trust Deed dated 12.12.2023, registered as Document No. 8213/2023-24, executed by Century Silicon City in favour of IDBI Trusteeship Limited.

9. We have perused a copy of the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-which bears out that M/s Century Silicon City mortgaged the land in Survey No. 128 in favor of IL&FS Trust Company Limited in relation to the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 which bears out that the land in Survey No. 128 has been released from the mortgage created by M/s Century Silicon City.

10. We have perused a copy of the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015 which bears out that M/s Century Silicon City has mortgaged Survey No. 128 in favor of IDBI Trusteeship Services Limited. The said mortgage is discharged vide the Discharge Deed dated 13.04.2018, registered as Document No. HLS-1-00272-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru). The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

11. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru), which bears out that M/s Century Silicon City has mortgaged Survey No. 128 in favor of IDBI Trusteeship Services Limited. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

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12. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 128 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

13. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

14. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

Note: the said mortgage is still pending

15. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances with respect to the Survey No. 128.

16. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances with respect to the Survey No. 128.

17. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances with respect to the Survey No. 128.

18. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances with respect to the Survey No. 128.

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CONCLUSION

Based on the documents furnished to us and subject to our observations made hereinabove, we are of the opinion that, **M/s Century Silicon City Private Limited** is the owner of the land in Survey No. 128, measuring 2 Acre 07 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk subject to the mortgage created in favour of Catalyst Trusteeship Limited.

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SCHEDULE PROPERTY

All that piece and parcel of the immoveable property being the land bearing Survey No. 128 measuring 2 Acres 7 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru;

East by	:	Land bearing Survey No. 129;
West by		:Land bearing Survey No. 127;
North by	:	Land bearing Survey No. 43/3; &
South by	:	Remaining portion of same Survey No. 128;

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*)

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Annexure A

LIST OF DOCUMENTS EXAMINED

Sl. No.	Description of documents
1.	Endorsement bearing No. RK. RTI.CR/661/2015-16 dated 18.1.2016 issued by Tahasildar, Bengaluru East Taluk;
2.	Preliminary Record pertaining to Survey No. 128;
3.	Sale Deed dated 26.03.1953, registered as Document No. 7487 of 1952-53 in Book I, Volume 133, at Pages 106 to 107 in the office of the Sub Registrar, Bengaluru Taluk;
4.	Genealogical Tree of Annaiappa;
5.	Sale Deed dated 23.03.1961, registered as Document No. 5703 of 1960-61, in Book I, Volume 235, at Pages 73 to 75 in the office of the Sub Registrar, Bengaluru South;
6.	Sale Deed dated 04.04.1966, registered as Document No. 38 of 1966-67 in Book I, Volume 577, at Pages 198 to 199 in the office of the Sub Registrar, Bengaluru South;
7.	Official Memorandum bearing No. RRT (1) CR 553/1993-94 dated 12.7.1994 issued by Tahasildar, Bengaluru South Taluk;
8.	Extract of Entry No. MR 1/1994-95 made in the Mutation Register;
9.	Sale Deed dated 13.01.1969, registered as Document No. 4861 of 1968-69 in Book I, Volume 744, at Pages 4 to 6 in the office of the Sub Registrar, Bengaluru;
10.	Extract of Entry bearing No. 19/1994-95 made in the Mutation Register;
11.	Agreement of Sale dated 03.11.1992, registered as Document No. 3955 of 1992-93 in Book I, Volume 3621, at pages 25-28 in the office of the Sub Registrar, Bengaluru South;
12.	Special Power of Attorney dated 03.11.1992 registered as Document No. 664 in Book IV, Volume 17, at Pages 5 to 8 in the office of the Sub Registrar, Bengaluru South;
13.	Affidavit given by Venkataswamy and others dated 04.11.1992;

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14.	Sale Agreement dated 25.04.1994, registered as Document No. 494 of 1994-95 in Book I, Volume 3854 at Pages 165-169 in the office of the Sub Registrar, Bengaluru South;
15.	Special Power of Attorney dated 25.4.1994, registered as Document No. 68 in Book IV, Volume 17, at pages 71- 74 in the office of the Sub Registrar, Bengaluru South;
16.	Affidavit given by Yellappa and others dated Nil;
17.	Sale Agreement dated 16.9.1994, registered as Document No. 4178 of 1994-95 in Book I, Volume 3942, at Pages 63 to 67 in the office of the Sub Registrar, Bengaluru South;
18.	Special Power of Attorney dated 15.9.1994 registered as Document No. 671 of 1994-95, in Book IV, in the office of the Sub Registrar, Bengaluru South;
19.	Affidavit given by Muthappa and others dated Nil;
20.	Sale Deed dated 30.07.2002, registered as Document No. 5179 of 2002-03 in Book I, Stored in C.D. No. 82 on 11.09.2002 in the office of the Sub-Registrar, Bengaluru South Taluk;
21.	Extract of Entry No. MR 54/2003-04 made in the Mutation Register;
22.	Endorsement bearing No. RK/CR/483/2011-12 dated 21.06.2011 issued by the office of Tahasildar, Bengaluru East Taluk, K. R. Pura, Bengaluru;
23.	Partition Deed dated 14.01.2003, registered as Document No. 13630 of 2002-03 in Book I, Stored in C.D. No. 95 on 23.01.2003 in the office of the Sub-Registrar, Bengaluru South Taluk;
24.	Extract of Entry No. MR 62/2002-03 made in the Mutation Register;
25.	Sale Deed dated 31.01.2004, registered as Document No. BAS-1-21966-2003-04 in Book I, Stored in C.D. No. BASD4 in the office of the Sub-Registrar, Bengaluru South;

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26.	*Unregistered* Joint Development Agreement dated 10.11.2011, executed by M/s Century Silicon City with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani);
27.	*Notarized* Power of Attorney dated 10.11.2011 executed by M/s. Century Silicon City in favor of M/s. H.M. Constructions;
28.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
29.	Development Plan sanctioned by the Bangalore Development Authority;
30.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15, (stored in C. D. No. BDA206) in the office of Sub-registrar, Bangalore Development Authority, Bangalore District.
31.	Partnership Deed dated 21.3.2007, registered as Document No. BAS-1-30116-2006-07 in Book I, Stored in C.D. No. BASD 314 in the office of the Sub-Registrar, Bengaluru South Taluk;
32.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
33.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
34.	Deed of Retirement and Reconstitution of Partnership deed dated 7.8.2007;
35A	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century Silicon City;
35.	Record of Rights, Tenancy and Crop Inspection (**R.T.C.s**) issued in respect of land bearing Survey No. 128 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 1967-68 to 2015-16;
36.	Endorsement bearing No. RK:CR:2176:15-16 dated _._.2015 issued by the office of the Tahasildar, Bengaluru East Taluk, Bengaluru K. R. Puram, Bengaluru
37.	Map of Munnekolal Village;
38.	Revision Settlement Akarband issued with respect to Survey No. 128;
39.	Tippany issued with respect to Survey No. 128;

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40.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the Tahsildar, Bengaluru East Taluk, Bengaluru;
41.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;
42.	Endorsement bearing No. PTCL.CR: 389/2015-16 dated 24.6.2015 issued by the office of Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;
43.	Khata Certificate and Khata Extract both dated 30.3.2012 issued by Assistant Revenue officer BBMP;
44.	Receipt evidencing payment tax with respect to property bearing Khata No. 128/129/45 for the year 2011-12 dated 20.3.2012;
45A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 128 for the years 2012-13 to 2016-17;
45B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
45C	Khata Certificate dated 12.8.2016 issued by BBMP;
45D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
45.	Endorsement bearing No. Bengaluru/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;
46.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the office of Land Acquisition Officer, Bangalore Development Authority, Bengaluru;
47.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the office of Right to Information Department, Karnataka Housing Board, Bengaluru;
48.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the office of Land Acquisition Officer, National Highway Authority, Bengaluru;

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49.	Official Memorandum bearing No. ALN:SR(E):VB:SR:200/2004-05 dated 22.09.2004 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;
50.	Extract of Entry No. MR 50/2004-05 made in the Mutation Register;
51.	Plaint copy of Suit bearing No. O.S. No. 5330 of 2011 in the Court of the City Civil Judge at Bengaluru;
52.	Plain/Written Statement and Order Sheet in O.S No. 6392/ 2015 in the Court of the Principal City Civil and Sessions Judge, Bengaluru;
53.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 (Old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period covering from 01.04.1952 to 14.02.1957, 15.2.1957 to 31.3.1957, 1.4.1957 to 31.3.1960;
54.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period from 01.04.1960 to 31.3.1966, 01.04.1966 to 31.3.1975;
55.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 44/5 situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk for the period from 01.04.1975 to 24.09.1988, 25.09.1988 to 8.1.1992;
56.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk measuring to an extent of 2 Acres 7 Guntas for the period from 09.01.1992 to 20.10.1997;
57.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period from 28.o6.2002 to 16.07.2003, 01.04.2002 to 31.03.2004;
58.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 (part) situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas, for the period from 28.03.2003 to 20.10.2003;
59.	Encumbrance Certificates issued in respect of the land bearing Survey No. 128 situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas for the period from 21.10.2003 to 31.3.2005;
60.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128

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	measuring 2 Acres 7 Guntas situated at Munnekolal Village, for the period from 01.04.2005 to 7.12.2005, 23.03.2007 to 17.02.2011, 17.02.2011 to 09.05.2011, 10.05.2011 to 31.03.2012, 01.04.2012 to 31.03.2013, 01.04.2013 to 08.10.2013, 09.10.2013 to 31.03.2014;
61.	Encumbrance Certificates issued in respect of the land bearing Survey No. 128 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas for the period from 08.08.2005 to 22.3.2007 reflects the Partnership Deed dated 21.03.2007, 01.04.2014 to 30.05.2015;
62.	Mortgage deed dated 23.6.2014 registered as Document No. INR-1-02438-2014-15, Stored in C. D. No. INRD 111in the office of Sub-registrar, Shivajinagar (Indiranagar);
63.	Discharge/ Release deed dated 7.9.2015 registered as Document No. INR-1-04378-2014-15, Stored in C. D. No. INRD 151in the office of Sub-registrar, Shivajinagar (Indiranagar);
64.	Memorandum of Entry by way of deposit of title deeds dated 6.10.2015.
65.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
66.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
67.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
68.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services
69.	E-Katha Certificate dated 08.07.2025
70.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
71.	Tax paid receipt dated 25.07.2025
72.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
73.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
74.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
75.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
76.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
77.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

ADVOCATE

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Annexure B

List of documents verified

Sl. No.	Description of documents	Original / Certified Copy / Photocopy
1.	Endorsement bearing No. RK. RTI.CR/661/2015-16 dated 18.1.2016 issued by Tahasildar, Bengaluru East Taluk;	Photocopy
2.	Preliminary Record pertaining to Survey No. 128;	Photocopy
3.	Sale Deed dated 26.03.1953, registered as Document No. 7487 of 1952-53 in Book I, Volume 133, at Pages 106 to 107 in the office of the Sub Registrar, Bengaluru Taluk;	Certified Copy
4.	Genealogical Tree of Annaiappa;	Original
5.	Sale Deed dated 23.03.1961, registered as Document No. 5703 of 1960-61, in Book I, Volume 235, at Pages 73 to 75 in the office of the Sub Registrar, Bengaluru South;	Certified Copy
6.	Sale Deed dated 04.04.1966, registered as Document No. 38 of 1966-67 in Book I, Volume 577, at Pages 198 to 199 in the office of the Sub Registrar, Bengaluru South;	Original
7.	Official Memorandum bearing No. RRT (1) CR 553/1993-94 dated 12.7.1994 issued by Tahasildar, Bengaluru South Taluk;	Original
8.	Extract of Entry No. MR 1/1994-95 made in the Mutation Register;	Photocopy
9.	Sale Deed dated 13.01.1969, registered as Document No. 4861 of 1968-69 in Book I, Volume 744, at Pages 4 to 6 in the office of the Sub Registrar, Bengaluru;	Original
10.	Extract of Entry bearing No. 19/1994-95 made in the Mutation Register;	Photocopy
11.	Agreement of Sale dated 03.11.1992, registered as Document No. 3955 of 1992-93 in Book I, Volume 3621, at pages 25-28 in the office of the Sub Registrar, Bengaluru South;	Original

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12.	Special Power of Attorney dated 03.11.1992 registered as Document No. 664 in Book IV, Volume 17, at Pages 5 to 8 in the office of the Sub Registrar, Bengaluru South;	Original
13.	Affidavit given by Venkataswamy and others dated 04.11.1992;	Original
14.	Sale Agreement dated 25.04.1994, registered as Document No. 494 of 1994-95 in Book I, Volume 3854 at Pages 165-169 in the office of the Sub Registrar, Bengaluru South;	Original
15.	Special Power of Attorney dated 25.4.1994, registered as Document No. 68 in Book IV, Volume 17, at pages 71- 74 in the office of the Sub Registrar, Bengaluru South;	Original
16.	Affidavit given by Yellappa and others dated Nil;	Original
17.	Sale Agreement dated 16.9.1994, registered as Document No. 4178 of 1994-95 in Book I, Volume 3942, at Pages 63 to 67 in the office of the Sub Registrar, Bengaluru South;	Original
18.	Special Power of Attorney dated 15.9.1994 registered as Document No. 671 of 1994-95, in Book IV, in the office of the Sub Registrar, Bengaluru South;	Original
19.	Affidavit given by Muthappa and others dated Nil;	Original
20.	Sale Deed dated 30.07.2002, registered as Document No. 5179 of 2002-03 in Book I, Stored in C.D. No. 82 on 11.09.2002 in the office of the Sub-Registrar, Bengaluru South Taluk;	Original
21.	Extract of Entry No. MR 54/2003-04 made in the Mutation Register;	Photocopy
22.	Endorsement bearing No. RK/CR/483/2011-12 dated 21.06.2011 issued by the office of Tahasildar, Bengaluru East Taluk, K. R. Pura, Bengaluru;	Photocopy
23.	Partition Deed dated 14.01.2003, registered as Document No. 13630 of 2002-03 in Book I, Stored in C.D. No. 95 on 23.01.2003 in the office of the Sub-Registrar, Bengaluru South Taluk;	Certified Copy

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24.	Extract of Entry No. MR 62/2002-03 made in the Mutation Register;	Photocopy
25.	Sale Deed dated 31.01.2004, registered as Document No. BAS-1-21966-2003-04 in Book I, Stored in C.D. No. BASD4 in the office of the Sub-Registrar, Bengaluru South;	Original
26.	*Unregistered* Joint Development Agreement dated 10.11.2011, executed by M/s Century Silicon City with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani);	Photocopy
27.	*Notarized* Power of Attorney dated 10.11.2011 executed by M/s. Century Silicon City in favor of M/s. H.M. Constructions;	Photocopy
28.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
29.	Development Plan sanctioned by the Bangalore Development Authority;	Photocopy
30.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15, (stored in C. D. No. BDA206) in the office of Sub-registrar, Bangalore Development Authority, Bangalore District.	Certified Copy
31.	Partnership Deed dated 21.3.2007, registered as Document No. BAS-1-30116-2006-07 in Book I, Stored in C.D. No. BASD 314 in the office of the Sub-Registrar, Bengaluru South Taluk;	Original Seen in Survey No. 42/4
32.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
33.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
34.	Deed of Retirement and Reconstitution of Partnership deed dated 7.8.2007;	Photocopy
35.	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century Silicon City;	Photocopy

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36.	Record of Rights, Tenancy and Crop Inspection (**R.T.C.s**) issued in respect of land bearing Survey No. 128 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 1967-68 to 2015-16; 1967-68 to 1971-72 1972-73 to 1976-77 – Endorsement 1977-78 to 1981-82 1982-83 to 1999-2000 2000-01 to 2002-03 2004-05	Certified Copy Original Certified Copy Certified Copy Certified Copy Photocopy
37.	Endorsement bearing No. RK:CR:2176:15-16 dated _._.2015 issued by the office of the Tahasildar, Bengaluru East Taluk, Bengaluru K. R. Puram, Bengaluru	Photocopy
38.	Map of Munnekolal Village;	Photocopy
39.	Revision Settlement Akarband issued with respect to Survey No. 128;	Photocopy
40.	Tippany issued with respect to Survey No. 128;	Certified copy
41.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the Tahsildar, Bengaluru East Taluk, Bengaluru;	Photocopy
42.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;	Photocopy
43.	Endorsement bearing No. PTCL.CR: 389/2015-16 dated 24.6.2015 issued by the office of Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;	Photocopy
44.	Khata Certificate and Khata Extract both dated 30.3.2012 issued by Assistant Revenue officer BBMP;	Photocopy
45.	Receipt evidencing payment tax with respect to property bearing Khata No. 128/129/45 for the year 2011-12 dated 20.3.2012;	Photocopy
46.	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 128 for the years 2012-13 to 2016-17;	Photocopy

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47.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;	Photocopy
48.	Khata Certificate dated 12.8.2016 issued by BBMP;	Photocopy
49.	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;	Photocopy
50.	Endorsement bearing No. Bengaluru/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
51.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the office of Land Acquisition Officer, Bangalore Development Authority, Bengaluru;	Photocopy
52.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the office of Right to Information Department, Karnataka Housing Board, Bengaluru;	Photocopy
53.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the office of Land Acquisition Officer, National Highway Authority, Bengaluru;	Photocopy
54.	Official Memorandum bearing No. ALN:SR(E):VB:SR:200/2004-05 dated 22.09.2004 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;	Original
55.	Extract of Entry No. MR 50/2004-05 made in the Mutation Register;	Original
56.	Plaint copy of Suit bearing No. O.S. No. 5330 of 2011 in the Court of the City Civil Judge at Bengaluru;	Photocopy
57.	Plain/Written Statement and Order Sheet in O.S No. 6392/ 2015 in the Court of the Principal City Civil and Sessions Judge, Bengaluru;	Photocopy
58.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 (Old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for	Certified copy

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	the period covering from 01.04.1952 to 14.02.1957, 15.2.1957 to 31.3.1957, 1.4.1957 to 31.3.1960;	
59.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period from 01.04.1960 to 31.3.1966, 01.04.1966 to 31.3.1975;	Certified copy
60.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 44/5 situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk for the period from 01.04.1975 to 24.09.1988, 25.09.1988 to 8.1.1992;	Certified copy
61.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk measuring to an extent of 2 Acres 7 Guntas for the period from 09.01.1992 to 20.10.1997; 01.04.1997 to 28.06.2002	Certified copy
62.	Encumbrance Certificates issued in respect of land bearing Survey No. 128 (old Survey No. 44/5) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period from 28.06.2002 to 16.07.2003, 01.04.2002 to 31.03.2004; 01.04.2004 to 07.08.2005	Certified copy
63.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 (part) situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas, for the period from 28.03.2003 to 20.10.2003;	Photocopy
64.	Encumbrance Certificates issued in respect of the land bearing Survey No. 128 situated at Munnekolal Vilalge, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas for the period from 21.10.2003 to 31.3.2005;	Photocopy
65.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 128 measuring 2 Acres 7 Guntas situated at Munnekolal Village, for the period from 01.04.2005 to 7.12.2005, 17.02.2011 to 09.05.2011, 10.05.2011 to 31.03.2012, 01.04.2012 to 31.03.2013, 01.04.2013 to 08.10.2013, 09.10.2013 to 31.03.2014;	Certified copy
66.	Nil Encumbrance Certificates issued in respect of the land	Photocopy

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	bearing Survey No. 128 measuring 2 Acres 7 Guntas situated at Munnekolal Village, for the period from 23.03.2007 to 17.02.2011	
67.	Encumbrance Certificates issued in respect of the land bearing Survey No. 128 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk measuring 2 Acres 7 Guntas for the period from 08.08.2005 to 22.3.2007 reflects the Partnership Deed dated 21.03.2007.	Certified copy
68.	Encumbrance Certificates issued in respect of the land bearing Survey No. 128 for the period 01.04.2014 to 30.05.2015	Photocopy
69.	Mortgage deed dated 23.6.2014 registered as Document No. INR-1-02438-2014-15, Stored in C. D. No. INRD 111in the office of Sub-registrar, Shivajinagar (Indiranagar);	Certified copy
70.	Discharge/ Release deed dated 7.9.2015 registered as Document No. INR-1-04378-2014-15, Stored in C. D. No. INRD 151in the office of Sub-registrar, Shivajinagar (Indiranagar);	Certified copy
71.	Memorandum of Entry by way of deposit of title deeds dated 6.10.2015.	Photocopy
72.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
73.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
74.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
75.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
76.	E-Katha Certificate dated 08.07.2025	Photocopy
77.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
78.	Tax paid receipt dated 25.07.2025	Photocopy
79.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
80.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy

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81.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
82.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
83.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
84.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 129/1 measuring 1 acre 35 guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

FLOW OF TITLE

1. On perusal of the documents furnished to us, we note that the land bearing Survey No. 129 measuring 1 Acres 35 Guntas is carved out of larger portion of land bearing earlier Survey No. 44/4 measuring 3 Acres 8 Guntas and 20 Guntas of Kharab, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

2. From the documents provided to us, we note that Survey No. 44/4 measuring 3 Acres 8 Guntas and 20 Guntas of Kharab was granted to Muni Nanja (son of Yalliga). It appears that Muni Nanja came to hold the same pursuant to an Order dated 6.3.1929 bearing No. 37 of 1927-28 (*as reflected in the Index of Lands*).

3. We have perused a copy of the Endorsement bearing No. RK.RTI.CR/665/2015-16 dated 18.01.2016 which bears out that upon verification of the indexing of the registers maintained in the office, the grant order issued in respect of the land bearing Survey No. 129 (Old Survey No. 44/4) of Munnekolal Village is not available.

4. We have perused a copy of the Index of Lands which bears out that the name of Muni Nanja is reflected as holder of the land in Survey No. 44/4 measuring 3 Acres 8 Guntas and 20 Guntas of Kharab. Further it is noted that Muni Nanja was granted the said land, with a condition of non-alienation for a period of 10 years.

5. We have perused a copy of the Sale Deed dated 13.07.1953, registered as Document No. 2664/1953-54 which bears out that Muni Nanja son of Yalliga and his son Kaveriga conveyed a portion of the land bearing Survey No. 44/4 measuring 3 Acres in favour of Kuri Hanuma Reddy.

6. We have perused a copy of the Sale Deed dated 10.07.1958, registered as Document No. 1493/1958-59 which bears out that Kuri Hanuma Reddy conveyed the land bearing Survey No. 44/4 measuring 3 Acres in favour of Muni Nanjappa son of Yalliga.

7. We have perused a copy of the Sale Deed dated 18.12.1961, registered as Document No. 5030/1961-62, which bears out that Muni Nanjappa son of Yalliga

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conveyed the land bearing Survey No. 44/4 measuring 3 Acres in favour of Narayana Reddy son of Doddamane Venkata Reddy.

8. We have perused a copy of the Sale Deed dated 09.01.1963, registered as Document No. 5907/1962-63, which bears out that Narayana Reddy conveyed the land bearing Survey No. 44/4 measuring 3 Acres in favour of K. N. Satya Narayana Reddy son of Late Narayana Reddy.

9. We have perused a copy of the Sale Deed dated 21.09.1964, registered as Document No. 3392/1964-65, K. N. Satya Narayana Reddy son of Late Narayana Reddy, conveyed the land bearing Survey No. 44/4 measuring 3 Acres in favour of Venkatashamappa son of Late Muneppa Tatanuru.

10. We have perused a copy of the Sale Deed dated 06.09.1965, registered as Document No. 2651/1965-66, Venkatashamappa conveyed the land bearing Survey No. 44/4 measuring 3 Acres in favour of Yellappa Reddy son of Late Nagappa Reddy.

11. We have perused a copy of the Sale Deed dated 21.10.1965, registered as Document No. 3464/1965-66, which bears out that Yellappa Reddy son of Late Nagappa Reddy conveyed a portion of Survey No. 44/4 measuring 35 Guntas in favour of Papamma wife of Govindappa. The registration of the said Deed is borne out in the Mutation Register Extract in MR 16/1968-69.

12. We have perused a copy of the Sale Deed dated 21.10.1965, registered as Document No. 3463/1965-66 which bears out that Yellappa Reddy son of Late Nagappa Reddy conveyed a portion of Survey No. 44/4 measuring 2 Acres 5 Guntas in favour of Kaverappa son of Muni Nanja.

13. We have perused a copy of the Sale Deed dated 23.09.1969 registered as Document No. 2933/1969-70 which bears out that Kaverappa son of Muni Nanjappa conveyed the land bearing Survey No. 44/4 measuring 2 Acres 5 Guntas in favour of Kanthamma wife of A. Narayana Reddy.

14. We have perused a copy of the Sale Deed dated 03.05.1971, registered as Document No. 627/1971-72, which bears out that Kanthamma wife of A. Narayana Reddy conveyed a portion of Survey No. 44/4 measuring 2 Acres 5 Guntas in favor of Narayanamma wife of Late Lakshmaiah Reddy. The registration of the said Deed is borne out in the Mutation Register Extract in MR. No. 26/2003-04.

15. It is noted that the land in Survey No. 44 measuring in total 3 Acres 28 Guntas (including 20 Guntas of kharab) (i.e., 35 Guntas held by Papamma and 2 Acres 35

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Guntas held by Narayanamma) has been re-surveyed and assigned with New Survey No. 129 measuring 3 Acres 28 Guntas (including 20 Guntas of kharab). *There are no documents to show the re-survey and assignment of the New Survey No. 129 and have relied on the other available revenue documents.*

16. We have perused a copy of the Agreement of Sale dated 16.09.1994, , registered as Document No. 4179/1994-95 which bears out that Papamma wife of Govindappa and her husband Govindappa son of Late Sabhapathi agreed to convey the land bearing Survey No. 129 measuring 35 Guntas, in favour of P. Dayananda Pai son of Late P. Narasimha Pai.

17. We have perused a copy of the Special Power of Attorney dated 16.09.1994, registered as Document No. 669/1994-95 which bears out that Papamma and her husband Govindappa authorised and empowered P. Satish Pai son of Late P. Narasimha Pai and S. Raghunath (son of Late H. Shankar) jointly or severally to sell the land in Survey No. 129 measuring 35 Guntas.

Note: *We have not been furnished with the copy of the Genealogical Tree of Papamma disclosing details of her husband, children and grandchildren duly attested by the village accountant.*

18. We have perused a copy of the Affidavit dated 20.9.1994 which bears out that Papamma and her husband, Govindappa have stated that they have received the entire consideration in respect of Survey No. 129 measuring 35 Guntas and that they are handing over the possession of said land in terms of the Agreement of Sale dated 16.9.1994.

19. We have perused a copy of the Sale Deed dated 23.06.1997, registered as Document No. BNG (U)- BLR (S)/4845/1997-98 which bears out that Papamma and her husband Govindappa (represented by their attorney S. Raghunath) have conveyed Survey No. 129 measuring 35 Guntas in favor of M. S. Mahadevaiah (son of M. Shivanna). The registration of the said Deed is borne out in the Mutation Register Extract in MR. No. 32/2001-02.

20. We have perused a copy of the Agreement of Sale dated 19.09.1994 which bears out that (i) Narayanamma (wife of Late Lakshmaiah Reddy) along with her children, (ii) L. Muni Reddy (son of Late Lakshmaiah Reddy, acting for himself and as guardian of his minor children i.e., Lokesh, Hemavathi, and Munikrishna), (iii) Narayanaswamy (son of Late Lakshmaiah Reddy), (iv) Rathnamma (daughter of Late Lakshmaiah Reddy), along with her children, namely (v) Gowramma, (vi) Vijayalakshmi, (vii) Usha, (viii) Lalitha (ix) Babu Reddy (Sl. No. (v) to (ix) are the

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children of Rathnamma), (x) Jayalakahmi (daughter of Late Lakshmaiah Reddy, acting for herself and as guardian of her minor children i.e., Raja Reddy and Sunanda), (xi) Suguna (daughter of Jayalakshmi), (xii) Saraswathi (daughter of Late Lakshmaiah Reddy, acting for herself and as a guardian of her minor children Babu Reddy and Baby) have together agreed to convey a portion of the land in Survey No. 129 measuring 1 acre (out of 2 acres 05 guntas) in favour of P. Dayananda Pai (son of Late Narasimha Pai).

Note: *We have not been furnished with the copy of the Genealogical Tree of Narayanamma disclosing all the details of her husband, children and grandchildren.*

21. We have perused a copy of the General Power of Attorney dated 19.09.1994, registered as Document No. 692 of 1994-95, which bears out that (i) Narayanamma (wife of Late Lakshmaiah Reddy) along with her children (ii) L. Muni Reddy, (iii) Narayanaswamy, (iv) Rathnamma, (v) Jayalakshmi and (vi) Saraswathi have empowered and authorized D. S. Deshapande (son of Sham Rao Deshpande) and S. Raghunath (son of Late H. Shankar) jointly or severally to sell the land a portion of the land in Survey No. 129 measuring 1 acre.

22. We have perused a copy of the Affidavit dated 20.09.1994 sworn by Narayanamma and others whereunder they have stated that they have received the entire consideration with respect to sale of Survey No. 129 measuring 1 acre and further that they are handing over the possession of said land.

23. We have perused a copy of the Sale Deed dated 30.7.2002, registered as Document No. 5177/2002-03 which bears out that (i) Narayanamma (wife of Late Lakshmaiah Reddy), (ii) L. Muni Reddy (son of Late Lakshmaiah Reddy), (iii) Lokesh, (iv) Hemavathi, (v) Muni Krishna (Sl. No. (iii) and (iv) are the children of L. Muni Reddy), (vi) Narayanaswamy (son of Late Lakshmaiah Reddy), (vii) Rathnamma (daughter of Late Lakshmaiah Reddy), (viii) Gowramma (daughter of Rathnamma), (ix) Jayalakahmi (daughter of Late Lakshmaiah Reddy), (x) Saraswathi (daughter of Late Mr. Lakshmaiah Reddy) (all represented by their Power of Attorney Holder S. Raghunath) conveyed Survey No. 129 measuring 1 acre in favour of M. S. Mahadevaiah (son of M. Shivanna). It is noted that, P. Dayananda Pai has signed the said Sale Deed dated 30.7.2002 as consenting witness. The registration of the said Deed is borne out in the Mutation Register Extract in MR. No. 42/2003-04.

Note: *It is noted that, the grand children of Narayanamma i.e., (i) Vijayalakshmi, (ii) Usha, (iii) Lalitha, (iv) Suguna, (v) Babu Reddy, (vi) Raja Reddy, (vii) Sunanda, and (viii) Baby who were made parties to the Agreement of Sale dated 19.9.1994*

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(above) have not been made parties/joined in the execution of the Sale Deed dated 30.7.2002.

Thus, by virtue of the above said transaction, ***M. S. Mahadevaiah*** *acquired title to the land in Survey No. 129 measuring 1 Acre 35 Guntas.*

24. We have perused a copy of the Official Memorandum dated 20.09.2003 in No. BDA:ALN: (E) VB: S.R. 152/2003-04 issued by the office of Deputy Commissioner, Bengaluru District, which bears out that land in Survey No. 129/1 measuring 35 guntas was converted from agricultural use to non-agricultural residential use. The registration of the said conversion order is borne out in the Mutation Register Extract in MR. No. 34/2003-04.

25. We have perused a copy of the Official Memorandum dated 22.9.2004 in No. ALN: SR (E) VB: S.R. 201/2004-05 issued by the office of Deputy Commissioner, Bengaluru District, which bears out that the land in Survey No. 129/1 measuring 35 guntas was converted from agricultural use to non-agricultural residential use. The registration of the said conversion order is borne out in the Mutation Register Extract in MR. No. 51/2004-05.

26. We have perused a copy of the Mutation Register Extract in MR. No. 18/2007-08 which bears out that the land in Survey No. 129 has been sub-divided into three portions, i.e., Survey Nos. 129/1, 129/2 & 129/3 and further it is noted that the name of M. S. Mahadevaiah is reflected as the owner of the land in Survey No. 129/1 measuring 1 Acre 35 Guntas ("**Survey No. 129/1**").

27. M. S. Mahadevaiah along with others formed a partnership firm in the name and style M/s Century Silicon City wherein he contributed the land in Survey No. 129/1 into the partnership firm under the Partnership Deed dated 21.03.2007, (*the details of the said partnership are explained below*).

REVENUE DOCUMENTS

1. We have perused a copy of the RTC Extracts for the period 1967-68 to 1981-82 which bears out that the total extent of land in Survey No. 129 is 3 Acres 28 Guntas (including 20 Guntas of Kharab) and the name of Muni Nanja (son of Yalliga) is reflected as the owner thereof.

2. We have perused a copy of the R.T.C extracts for the period 1982-83 to 1992-93 which bears out the names of (i) Papamma as owner of a portion of the land in Survey No. 129 measuring 35 Guntas, (ii) Narayanamma as owner of a portion of

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the land in Survey No. 129 measuring 2 Acre 5 Guntas, and (iii) Yallamma as owner of a portion of the land in Survey No. 129 measuring 8 Guntas.

3. We have perused a copy of the R.T.C extracts for the period 1993-94 to 2000-01 which bears out the name of (i) Papamma as owner of a portion of the land in Survey No. 129 measuring 35 Guntas, (ii) Narayanamma as owner of a portion of the land in Survey No. 129 measuring 2 Acre 5 Guntas, and (iii) B. Jagadish and K. Janardhana Rao jointly as owners of a portion of the land in Survey No. 129 measuring 8 Guntas.

4. We have perused a copy of the R.T.C extracts for the period 2001-02 to 2002-03 which bears out the name of (i) M. S. Mahadevaiah as owner of a portion of the land in Survey No. 129 measuring 35 Guntas, and (ii) B. Jagadish and K. Janardhana Rao as joint owners of the portion of the land in Survey No. 129 measuring 8 Guntas.

5. We have perused a copy of the R.T.C extracts for the period 2003-04 to 2006-07 which bears out the names of (i) M. S. Mahadevaiah as owner of a portion of the land in Survey No. 129 measuring 1 Acre 35 Guntas, (ii) Vasundharamma as owner of a portion of the land in Survey No. 129 measuring 5 Guntas, (iii) Usha Srinivasan as owner of a portion of the land in Survey No. 129 measuring 1 Acre, (iv) B. Jagadish and K. Janardhana Rao as owners of a portion of the land in Survey No. 129 measuring 8 Guntas.

6. We have perused a copy of the R.T.C extracts for the period 2007-08 to 2015-16 which bears out that the land in Survey No. 129/1 measures 1 Acres 35 Guntas and the name of M.S. Mahadevaiah is reflected as the owner thereof.

7. We have perused a copy of the Village map of Munnekolal, Atlas and the Tippany which reflects the location and the shape of Survey No. 129.

8. We have perused a copy of the Akarbandh which bears out that the total extent of land in Survey No. 129/1 is 2 Acres 3 Guntas including 8 Guntas of kharab.

9. We have perused a copy of the Karda of Survey No. 44, which reflects that Survey No. 129 is assigned to Survey No. 44 and the name of Muni Nanja is reflected as the original holder thereof.

10. We have perused a copy of the Hissa Tippany which bears out that the land in Survey No. 129 was bifurcated into Survey No. 129/1, 129/2 and 129/3.

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11. We have perused a copy of the Endorsement dated 01.12.2015bearing No. RK.CR. 2177/2015-16 issued by the office of Tahasildar, Bengaluru East Taluk, KR Puram, Bengaluru which bears out that the Record of Right extracts in Nos. 609, 868, 860, and 916 are in dilapidated conditions and hence cannot be issued.

12. We have perused a copy of Endorsement dated 23.5.2011 in No. LRF 238 of 2011-12 issued by the Tahsildar, Bengaluru East Taluk which bears out that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 129/1.

13. We have perused a copy of the Endorsement dated 26.11.2011 in No. MAH: CR: 106 of 2011-12 issued by the Assistant Commissioner's Office, Bengaluru North Taluk which bears out that no proceedings have been filed in respect of the land in Survey No. 129/1 measuring 1 Acre 35 Guntas under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

14. We have perused a copy of the Endorsement dated 24.6.2015 bearing No. PTCL.CR: 389/2015-16 Assistant Commissioner's Office, Bengaluru North Taluk which bears out that no proceedings have been filed in respect of the land bearing Survey No. 129 measuring 1 Acre 35 Guntas under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

COMMON DOCUMENTS:

28. We have perused a copy of the (*unregistered*) Joint Development Agreement dated 10.11.2011 which bears out that M/s Century Silicon City along with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) agreed to develop and construct a mixed development comprising of residential apartments and commercial development over the lands in (i) Survey No. 42/4 measuring 2 Acres, (ii) Survey No. 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, (iii) Survey No. 45 measuring 3 Acres 7 Guntas, (iv) Survey No. 43/3 measuring 2 Acres (v) Survey No. 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, (vi) Survey No. 128 measuring 2 Acres 7 Guntas and (vii) Survey No. 129 measuring 1 Acre 35 Guntas, measuring in total 15 acres 02 guntas ("**Project Land**").

    The following terms were inter-alia agreed between the parties:

    (a) The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129/1 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance

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portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.

(b) The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.

(c) M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.

(d) M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.

(e) At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.

(f) M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

29. We have perused a copy of the Notarized Power of Attorney dated 10.11.2011 which bears out that M/s Century Silicon City has empowered and authorized M/s. H.M. Constructions to do all acts and deeds as per the terms of the Joint Development Agreement dated 10.11.2011.

30. We have perused a copy of the Work Order dated 29.4.2015 in No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 issued by the Bangalore Development Authority which bears out that approval was granted for development of the residential and non-residential buildings over a portion of the Project Land measuring 15 acres. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted, (now converted) land comprising in the aforementioned lands do not form part of the development plan.

31. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that out of the 15 Acres of the Project Land, an extent of 3 Acres 35 Guntas was sanctioned to develop the commercial

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building and the remaining extent of 11 acres 05 guntas was sanctioned to develop the residential building.

32. We have perused a copy of the Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 executed by M/s. Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

1. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H. Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

2. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name **'Century Silicon City'** has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

3. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In

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the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

4. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

15. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

Khata and Tax Paid Receipts:

16. We have perused a copy of the Khata Certificate and Khata Extract both dated 30.3.2012 issued by the Commissioner, Bruhat Bengaluru Mahanagara Palike which bears out the name of M. S. Mahadevaiah as the owner of the property bearing khata No. 2796/128,129,45 having Municipal No. 48.

17. We have perused a copy of the Tax paid receipt for the years 2008-09, 2009-10, 2010-11 and 2011-12 with respect to property bearing Khata No. 128/129/45.

18. We have perused a copy of the Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 evidencing the payment of tax in respect of Survey No.129 along with other lands for the years 2012-13 to 2016-17.

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19. We have been provided with the tax paid receipts for the years 2017-18 and 2018-19 evidencing the payment of property taxes in relation to the land in Survey No. 129/1.

20. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv) Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP.

21. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

    Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

    Note: *We have not been furnished with the receipt of payment of the balance amount of INR 1,01,20,818/- and the amalgamated katha certificate and katha extract.*

    We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

22. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

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23. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

24. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

Acquisition and Approvals:

1. We have perused a copy of the Endorsement dated 28.1.2016 in No. Bangalore/SplLAO-2/2757/2015-16 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board which bears out no acquisition proceedings have been initiated/pending in relation to the land in Municipal No. 48.

2. We have perused a copy of the Endorsement dated 27.02.2016 in No. BDA/LAO/996/15-16 issued by the Land Acquisition Officer, Bangalore Development Authority which bears out that the lands in Survey Nos. 44, 45, 127, 128 & 129/1 are not notified for acquisition in the preliminary and final notification of the lands.

3. We have perused a copy of the Endorsement dated 14.01.2016 in No. KHB: LAO/689/2015-16 issued by the Office of the Right to Information Department, Karnataka Housing Board, Bengaluru which bears out that lands in Survey Nos. 44, 45, 127, 128 & 129/1 have not been acquired or notified for acquisition.

4. We have perused a copy of the Endorsement dated 22.01.2016 bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 issued by the Land Acquisition Officer, National Highway Authority, Bengaluru which bears out that Survey Nos. 44, 45, 127, 128 & 129/1 is not notified for acquisition.

5. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 129/1 has not been notified for acquisition for any of its projects.

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6. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 129 has not been acquired or notified for acquisition for any of its projects.

7. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 129 has not been acquired or notified for acquisition for any of its projects.

8. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land Acquisition Officer and Competent Authority, National Highway Authority of India which bears out that the Survey No. 129/1 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

9. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:88/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that there are no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 129/1.

10. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ Sy Nos.128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

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11. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

12. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

Zoning: The BDA has issued the Revised Master Plan - 2015 ("**RMP**") effective from 22.6.2007. In RMP, the land bearing Survey No. 129 is shown as located in 'Residential Main' zone.

Litigation:

<u>OS No. 6392/ 2015</u>

1. M/s Century Silicon City has filed a suit bearing OS No. 6392/ 2015 in the Court of the Principal City Civil and Sessions Judge against Vasanth Kumar, Rathnamma (children of Yellappa), Muthappa, Muniyellamma (children of Annayappa), Narayanaswamy (son of Muthappa), Govindaraju, Thangaraju, S.V. Ramesh, Ramesh and Anjinappa (defendants) in respect of the land bearing Survey Nos. 45 measuring 3 Acres 7 Guntas, 128 measuring 2 Acres 7 Guntas, 129 measuring 1 Acre 35 Guntas, 42/4 measuring 2 Acres, 127 measuring 1 Acre 22 Guntas and 44 measuring 2 Acres 11 Guntas. The Court has issued an ad interim exparte temporary injunction restraining the defendants from interfering with the aforementioned properties.

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2. We have been provided with Order dated 20.03.2018 passed XX Additional City Civil & Sessions Judge, Bangalore that applicants/proposed defendants who claims to be the legal representatives of Late Yellappa, filed I.A. No. 3, seeking permission to come on record alleging that the sale deeds as relied by the Plaintiffs are not binding on them. The I.A. No. 3 was dismissed by the said Order.

Note: *We are given to understand that the said suit is still pending.*

Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

   a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

   b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

   c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

   d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

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e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

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b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 129/1 along with other lands.

C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

4. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings

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cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

5. It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

Encumbrance / Charge:

1. We have perused a copy of the Encumbrance Certificate for the period 01.01.1929 to 01.04.1965, 27.03.2003 to 07.12.2005, 23.03.2007 to 31.03.2014 which bears out nil encumbrances in relation to Survey No. 129 measuring 1 Acre.

2. We have perused a copies of the Encumbrance Certificates for the period from 01.04.1953 to 31.03.1957, 01.01.1962 to 01.04.1965, 15.02.1957 to 31.03.1975, 01.04.1975 to 31.03.2004, 28.06.2002 to 16.07.2003, 08.08.2005 to 22.03.2007, 01.04.2015 to 29.02.2016, which bears out all the relevant transactions in relation to the land in Survey No. 129/1 measuring 1 acre.

3. We have perused a copies of the Encumbrance Certificates for the period from 1.4.2004 to 7.8.2005, 23.3.2007 to 17.2.2011, 17.2.2011 to 9.5.2011, 10.5.2011 to 31.3.2012, 1.4.2012 to 31.3.2013 which reflects all the relevant transactions as detailed above, in relation to the land in Survey No. 129 (old Survey No. 44/4) measuring 35 Guntas.

4. We have perused a copy of the Encumbrance Certificate for the period 06.06.2023 to 05.01.2024 which bears out nil encumbrances with respect to the land in Survey No. 129/1.

5. We have perused a copy of the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014 which bears out that M/s Century Silicon City mortgaged the land in Survey No. 129/1 in favor of IL&FS Trust Company Limited in relation to the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 which bears out

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that the land in Survey No. 129/1 has been released from the mortgage created by M/s Century Silicon City.

6. We have perused a copy of the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015 which bears out that M/s Century Silicon City has mortgaged Survey No. 129/1 in favor of IDBI Trusteeship Services Limited. The said mortgage is discharged vide the Discharge Deed dated 13.04.2018, registered as Document No. HLS-1-00272-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru). The registration of the said Discharge Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

7. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 (stored in CD No. HLSD160) in the office of Sub-Registrar, Shivajinagar (Halasuru), which bears out that M/s Century Silicon City has mortgaged Survey No. 129/1 in favor of IDBI Trusteeship Services Limited. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

8. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 129/1 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

9. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

10. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

Note: the said mortgage is still pending

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11. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances in relation to the land in Survey No. 129/1.

12. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances in relation to the land in Survey No. 129/1.

13. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances in relation to the land in Survey No. 129/1.

14. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances in relation to the land in Survey No. 129/1.

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CONCLUSION

Based on the documents furnished to us and subject to our observations made hereinabove, we are of the opinion that, **M/s Century Silicon City Private Limited** is the owner of the land in Survey No. 129/1 measuring 1 Acre 35 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk subject to the mortgage created in favour of Catalyst Trusteeship Limited.

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Bangaluru

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SCHEDULE PROPERTY

All that piece and parcel of the immovable property being the land bearing Survey No. 129/1 measuring 1 Acre 35 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, comprising of the following parcels:

(a) Land bearing Survey No. 129/1 measuring 35 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru, bounded on its:

East by	:	Hariappa's land;
West by	:	Muthappa's land;
North by	:	Munianjanappa's land;
South by	:	Govindappa's land;

(b) Land bearing Survey No. 129/1 measuring 1 Acre situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru, bounded on its:

East by	:	Land bearing Survey No. 130;
West by	:	Land bearing Survey No. 128; and
North by	:	Remaining portion of land bearing Survey No. 129;
South by	:	Remaining portion of land bearing Survey No. 129 belonging to Mrs. Usha Srinivasan

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*)

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Annexure A

List of documents reviewed

Sl. No.	Description of documents
1.	Endorsement bearing No. RK.RTI.CR/665/2015-16 dated 18.1.2016 issued by Tahasildar, Bengaluru East Taluk, KR Puram, Bengaluru;
2.	Index of Lands issued in respect of the land bearing Survey No. 44/4;
3.	Sale Deed dated 13.07.1953, registered as Document No. 2664 of 1953-54, in Book I, Volume No. 1354, at Pages 212 to 213 in the office of the Sub Registrar, Bengaluru Taluk;
4.	Sale Deed dated 10.07.1958, registered as Document No. 1493 of 1958-59, in Book I, Volume No. 67, at Pages 99 to 100 in the office of the Sub Registrar, Bengaluru South Taluk;
5.	Sale Deed dated 18.12.1961, registered as Document No. 5030 of 1961-62, in Book I, Volume No. 285, at Pages 18 to 20 in the office of the Sub Registrar, Bengaluru South Taluk;
6.	Sale Deed dated 09.01.1963, registered as Document No. 5907 of 1962-63, in Book I, Volume No. 367, at Pages 241 to 242 in the office of the Sub Registrar, Bengaluru South Taluk;
7.	Sale Deed dated 21.09.1964, registered as Document No. 3392 in Book I, Volume No. 482, at Pages 7 to 10 in the office of the Sub Registrar, Bengaluru South Taluk;
8.	Sale Deed dated 06.09.1965, registered as Document No. 2651 in Book I, Volume 54, at Pages 17 to 20 in the office of the Sub Registrar, Bengaluru Taluk;
9.	Sale Deed dated 21.10.1965, registered as Document No. 3464/1965-66, in Book I, Volume No. 553, at Pages 218 to 221 in the office of the Sub Registrar, Bengaluru Taluk;
10.	Extract of Entry bearing MR No. 16/1968-69 made in the Mutation Register;
11.	Sale Deed dated 21.10.1965, registered as Document No. 3463/1965-66 in Book

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	I, Volume No. 554, at Pages 208 to 210 in the office of the Sub Registrar, Bengaluru Taluk;
12.	Sale Deed dated 23.9.1969, registered as Document No. 2933/1969-70 in Book I, Volume No. 782, at Pages 2 to 4 in the office of the Sub Registrar, Bengaluru South Taluk, Bengaluru;
13.	Sale Deed dated 03.05.1971, registered as Document No. 627 of 1971-72, in Book I, Volume N. 865 at Pages 237-238 in the office of the Sub Registrar, Bengaluru South Taluk, Bengaluru;
14.	Extract of Entry No. MR 32/2001-02 made in the Mutation Register;
15.	Sale Agreement dated 16.9.1994, registered as Document No. 4179 of 1994-95 in Book I, Volume No. 3942 at Pages 68-72 in the office of the Sub Registrar, Bengaluru South;
16.	Special Power of Attorney dated 16.9.1994, registered as Document No. 669/1994-95 in Book IV, Volume No. 17, at pages 90-92 in the office of the Sub Registrar, Bengaluru South;
17.	Affidavit dated 19.9.1994 sworn to by Mrs. Papamma and Mr. Govindappa;
18.	Sale Deed dated 23.6.1997, registered as Document No. BNG (U)- BLR (S)/4845/1997-98 (stored in C.D. No. 24) in the office of the Sub Registrar, Bengaluru South;
19.	Extract of Entry No. MR 32 of 2001-02 made in the Mutation Register;
20.	Sale Agreement dated 21.09.1994 executed by and between Mrs. Narayanamma & Others and Mr. P. Dayananda Pai (son of late Mr. Narasimha Pai);
21.	General Power of Attorney dated 19.9.1994 registered as Document No. 692 of 1994-95, in Book IV, Volume 128, at Pages 161-165 in the office of the Sub Registrar, Bengaluru South;
22.	Affidavit dated (*illegible*) sworn to by Mrs. Narayanamma and others;
23.	Sale Deed dated 30.07.2002, registered as Document No. 5177/2002-03 in Book I, (stored in C.D. No. 82) on 11.09.2002 in the office of the Sub Registrar, Bengaluru South;
24.	Extract of Entry No. MR 42/2003-04 made in the Mutation Register;

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25.	Extract of Entry No. MR 18/2007-08 made in the Mutation Register;
26.	*Unregistered* Joint Development Agreement dated 10.11.2011, executed by M/s Century Silicon City with M/s H.M. Constructions (represented by its partners Mr. H.J. Siwani & Mr. M.J. Siwani);
27.	*Notarized* Power of Attorney dated 10.11.2011 executed by M/s. Century Silicon City in favor of M/s. H.M. Constructions;
28.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
29.	Development Plan sanctioned by the Bangalore Development Authority
30.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;
31.	Partnership Deed dated 21.3.2007, registered as Document No. BAS-1-30116-2006-07 in Book I, Stored in C.D. No. BASD 314 in the office of the Sub-Registrar, Bengaluru South Taluk;
32.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
33.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
34.	Deed of Retirement and Reconstitution of Partnership deed dated 7.8.2007;
34A	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century Silicon City;
35.	Record of Rights, Tenancy and Crop Inspection (**R.T.C.s**) issued in respect of land bearing Survey No. 129 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 1967-68 to 2006-07 and land bearing Survey No. 129/1 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 2007-08 to 2015-16;
36.	Map of Munnekolal Village;

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37.	Revision Settlement Akarband issued with respect to Survey No. 129/1;
38.	Tippany issued for land bearing Survey No. 129;
39.	Karda copy issued with respect to the land bearing Survey No. 44;
40.	Atlas issued with respect to Survey No. 129;
41.	Hissa Tippany issued with respect to Survey No. 129;
42.	Endorsement bearing No. RK.CR. 2177/2015-16 dated 01.12.2015 issued by the office of Tahasildar, Bengaluru East Taluk, KR Puram, Bengaluru
43.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the Tahsildar, Bengaluru East Taluk, Bengaluru;
44.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;
45.	Endorsement bearing No. PTCL.CR: 389/2015-16 dated 24.6.2015 issued by the office of Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;
46.	Khata Certificate and Khata Extract both dated 30.3.2012 issued by Assistant Revenue officer BBMP;
47.	Receipt evidencing payment tax with respect to property bearing Survey No. 129 for the years 2008-09, 2009-10, 2010-11 and 2011-12;
47A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 129/1 for the years 2012-13 to 2016-17;
47B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
47C	Khata Certificate dated 12.8.2016 issued by BBMP;
47D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
48.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial

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	Areas Development Board;
49.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the office of Land Acquisition Officer, Bangalore Development Authority, Bangalore;
50.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the office of Right to Information Department, Karnataka Housing Board, Bengaluru;
51.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the office of Land Acquisition Officer, National Highway Authority, Bengaluru;
52.	Official Memorandum bearing No. BDA:ALN: (E) VB: S.R. 152/2003-04 dated 20.09.2003 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;
53.	Extract of Entry No. MR 34/2003-04 made in the Mutation Register;
54.	Official Memorandum bearing No. ALN: SR (E) VB: S.R. 201/2004-05 dated 22.9.2004 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;
55.	Extract of Entry No. MR 51/2004-05 made in the Mutation Register;
56.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 129 measuring to an extent of 1 Acre, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period covering from 01.01.1929 to 14.02.1957, 15.02.1957 to 01.01.1962, 15.02.1957 to 07.07.1962, 01.01.1962 to 01.04.1965, 27.03.2003 to 20.10.2003, 21.10.2003 to 31.03.2005, 01.04.2004 to 07.08.2005, 01.04.2005 to 07.12.2005, 23.03.2007 to 17.02.2011, 17.02.2011 to 09.05.2011, 17.02.2011 to 09.05.2011, 10.05.2011 to 31.03.2012, 01.02.2012 to 31.03.2013, 18.03.2011 to 08.10.2013, 01.04.2013 to 08.10.2013, 09.10.2013 to 31.03.2014, 09.10.2013 to 31.03.2014;
57.	Encumbrance Certificates issued in respect of the land bearing Survey No. 129 measuring to an extent of 1 Acre, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period covering from 01.04.1953 to 31.03.1957, 01.01.1962 to 01.04.1965, 15.02.1957 to 31.03.1975, 01.04.1975 to 31.03.2004, 28.06.2002 to 16.07.2003, 08.08.2005 to 22.03.2007, 01.04.2015 to 29.02.2016

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58.	Encumbrance Certificate issued in respect of land bearing Survey No. 129 (old Survey No. 44/4) measuring 35 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1.4.2004 to 7.8.2005, 23.3.2007 to 17.2.2011, 17.2.2011 to 9.5.2011, 10.5.2011 to 31.3.2012, 1.4.2012 to 31.3.2013;
59.	Mortgage deed dated 23.6.2014 registered as Document No. INR-1-02438-2014-15, Stored in C. D. No. INRD 111in the office of Sub-registrar, Shivajinagar (Indiranagar);
60.	Discharge/ Release deed dated 7.9.2015 registered as Document No. INR-1-04378-2014-15, Stored in C. D. No. INRD 151in the office of Sub-registrar, Shivajinagar (Indiranagar);
61.	Memorandum of Entry by way of deposit of title deeds dated 6.10.2015; and
62.	Management Representations in the form of Affidavit dated 14.11.2016 sworn to by M/s Century Silicon City.
63.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
64.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
65.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
66.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services
67.	E-Katha Certificate dated 08.07.2025
68.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
69.	Tax paid receipt dated 25.07.2025
70.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
71.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
72.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
73.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
74.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
75.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

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Annexure B

List of documents verified

Sl. No.	Description of documents	Original / Certified Copy / Photocopy
1.	Endorsement bearing No. RK.RTI.CR/665/2015-16 dated 18.1.2016 issued by Tahasildar, Bengaluru East Taluk, KR Puram, Bengaluru;	Photocopy
2.	Index of Lands issued in respect of the land bearing Survey No. 44/4;	Photocopy
3.	Sale Deed dated 13.07.1953, registered as Document No. 2664 of 1953-54, in Book I, Volume No. 1354, at Pages 212 to 213 in the office of the Sub Registrar, Bengaluru Taluk;	Certified Copy
4.	Sale Deed dated 10.07.1958, registered as Document No. 1493 of 1958-59, in Book I, Volume No. 67, at Pages 99 to 100 in the office of the Sub Registrar, Bengaluru South Taluk;	Certified Copy and Photocopy
5.	Sale Deed dated 18.12.1961, registered as Document No. 5030 of 1961-62, in Book I, Volume No. 285, at Pages 18 to 20 in the office of the Sub Registrar, Bengaluru South Taluk;	Certified Copy and Photocopy
6.	Sale Deed dated 09.01.1963, registered as Document No. 5907 of 1962-63, in Book I, Volume No. 367, at Pages 241 to 242 in the office of the Sub Registrar, Bengaluru South Taluk;	Certified Copy and Photocopy
7.	Sale Deed dated 21.09.1964, registered as Document No. 3392 in Book I, Volume No. 482, at Pages 7 to 10 in the office of the Sub Registrar, Bengaluru South Taluk;	Certified Copy and Photocopy
8.	Sale Deed dated 06.09.1965, registered as Document No. 2651 in Book I, Volume 54, at Pages 17 to 20 in the office of the Sub Registrar, Bengaluru Taluk;	Certified Copy
9.	Sale Deed dated 21.10.1965, registered as Document No. 3464/1965-66, in Book I, Volume No. 553, at Pages 218 to 221 in the office of the Sub Registrar, Bengaluru Taluk;	Certified Copy
10.	Extract of Entry bearing MR No. 16/1968-69 made in the Mutation	Certified Copy

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	Register;	
11.	Sale Deed dated 21.10.1965, registered as Document No. 3463/1965-66 in Book I, Volume No. 554, at Pages 208 to 210 in the office of the Sub Registrar, Bengaluru Taluk;	Certified copy
12.	Sale Deed dated 23.9.1969, registered as Document No. 2933/1969-70 in Book I, Volume No. 782, at Pages 2 to 4 in the office of the Sub Registrar, Bengaluru South Taluk, Bengaluru;	Certified Copy
13.	Sale Deed dated 03.05.1971, registered as Document No. 627 of 1971-72, in Book I, Volume N. 865 at Pages 237-238 in the office of the Sub Registrar, Bengaluru South Taluk, Bengaluru;	Certified Copy
14.	Extract of Entry No. MR 32/2001-02 made in the Mutation Register;	Photocopy
15.	Sale Agreement dated 16.9.1994, registered as Document No. 4179 of 1994-95 in Book I, Volume No. 3942 at Pages 68-72 in the office of the Sub Registrar, Bengaluru South;	Original
16.	Special Power of Attorney dated 16.9.1994, registered as Document No. 669/1994-95 in Book IV, Volume No. 17, at pages 90-92 in the office of the Sub Registrar, Bengaluru South;	Original
17.	Affidavit dated 17.9.1994 sworn to by Mrs. Papamma and Mr. Govindappa;	Original
18.	Sale Deed dated 23.6.1997, registered as Document No. BNG (U)-BLR (S)/4845/1997-98 (stored in C.D. No. 24) in the office of the Sub Registrar, Bengaluru South;	Original
19.	Extract of Entry No. MR 32 of 2001-02 made in the Mutation Register;	Photocopy
20.	Sale Agreement dated 19.09.1994 executed by and between Mrs. Narayanamma & Others and Mr. P. Dayananda Pai (son of late Mr. Narasimha Pai);	Notarized Original
21.	General Power of Attorney dated 19.9.1994 registered as Document No. 692 of 1994-95, in Book IV, Volume 128, at Pages 161-165 in the office of the Sub Registrar, Bengaluru South;	Original
22.	Affidavit dated (*illegible – 20.09.1994*) sworn to by Mrs.	Original

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	Narayanamma and others;	
23.	Sale Deed dated 30.07.2002, registered as Document No. 5177/2002-03 in Book I, (stored in C.D. No. 82) on 11.09.2002 in the office of the Sub Registrar, Bengaluru South;	Original
24.	Extract of Entry No. MR 42/2003-04 made in the Mutation Register;	Certified Copy
25.	Extract of Entry No. MR 18/2007-08 made in the Mutation Register;	Photocopy
26.	*Unregistered* Joint Development Agreement dated 10.11.2011, executed by M/s Century Silicon City with M/s H.M. Constructions (represented by its partners Mr. H.J. Siwani & Mr. M.J. Siwani);	Photocopy
27.	*Notarized* Power of Attorney dated 10.11.2011 executed by M/s. Century Silicon City in favor of M/s. H.M. Constructions;	Photocopy
28.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
29.	Development Plan sanctioned by the Bangalore Development Authority	Photocopy
30.	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;	Certified Copy
31.	Partnership Deed dated 21.3.2007, registered as Document No. BAS-1-30116-2006-07 in Book I, Stored in C.D. No. BASD 314 in the office of the Sub-Registrar, Bengaluru South Taluk;	Original Seen in Survey No. 42/4
32.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
33.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
34.	Deed of Retirement and Reconstitution of Partnership deed dated 7.8.2007;	Photocopy
35.	Deed of Reconstitution of Partnership dated 1.8.2015 of M/s Century	Photocopy

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	Silicon City;	
36.	Record of Rights, Tenancy and Crop Inspection (**R.T.C.s**) issued in respect of land bearing Survey No. 129 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 1967-68 to 2006-07 and land bearing Survey No. 129/1 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the years 2007-08 to 2015-16; 1967-68 to 1971-72 1972-73 to 1976-77 – Endorsement 1977-78 to 2001-02 2002-03 2003-04 to 2004-05	Certified copy Original Certified copy Photocopy Certified copy
37.	Map of Munnekolal Village;	Photocopy
38.	Revision Settlement Akarband issued with respect to Survey No. 129/1;	Photocopy
39.	Tippany issued for land bearing Survey No. 129;	Photocopy
40.	Karda copy issued with respect to the land bearing Survey No. 44;	Photocopy
41.	Atlas issued with respect to Survey No. 129;	Photocopy
42.	Hissa Tippany issued with respect to Survey No. 129;	Photocopy
43.	Endorsement bearing No. RK.CR. 2177/2015-16 dated 01.12.2015 issued by the office of Tahasildar, Bengaluru East Taluk, KR Puram, Bengaluru	Photocopy
44.	Endorsement bearing No. LRF 238 of 2011-12 dated 23.5.2011 issued by the Tahsildar, Bengaluru East Taluk, Bengaluru;	Photocopy
45.	Endorsement bearing No. MAH: CR: 106 of 2011-12 dated 26.11.2011 issued by Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;	Photocopy
46.	Endorsement bearing No. PTCL.CR: 389/2015-16 dated 24.6.2015 issued by the office of Assistant Commissioner's Office, Bengaluru North Taluk, Bengaluru;	Photocopy

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47.	Khata Certificate and Khata Extract both dated 30.3.2012 issued by Assistant Revenue officer BBMP;	Photocopy
48.	Receipt evidencing payment tax with respect to property bearing Survey No. 129 for the years 2008-09, 2009-10, 2010-11 and 2011-12;	Photocopy
49.	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 129/1 for the years 2012-13 to 2016-17;	Photocopy
50.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;	Photocopy
51.	Khata Certificate dated 12.8.2016 issued by BBMP;	Photocopy
52.	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;	Photocopy
53.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
54.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the office of Land Acquisition Officer, Bangalore Development Authority, Bangalore;	Photocopy
55.	Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 issued by the office of Right to Information Department, Karnataka Housing Board, Bengaluru;	Photocopy
56.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the office of Land Acquisition Officer, National Highway Authority, Bengaluru;	Photocopy
57.	Official Memorandum bearing No. BDA:ALN: (E) VB: S.R. 152/2003-04 dated 20.09.2003 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;	Original
58.	Extract of Entry No. MR 34/2003-04 made in the Mutation Register;	

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59.	Official Memorandum bearing No. ALN: SR (E) VB: S.R. 201/2004-05 dated 22.9.2004 issued by the office of Deputy Commissioner, Bengaluru District, Bengaluru;	Original
60.	Extract of Entry No. MR 51/2004-05 made in the Mutation Register;	Photocopy
61.	Nil Encumbrance Certificates issued in respect of the land bearing Survey No. 129 measuring to an extent of 1 Acre, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period covering from: 01.01.1929 to 14.02.1957 15.02.1957 to 31.03.1982 01.04.1957 to 31.03.1966 01.04.1965 to 31.03.1975 01.04.1975 to 01.11.1988 01.11.1988 to 08.01.1992 09.01.1992 to 06.07.1994 06.07.1994 to 20.10.1997 01.04.1997 to 28.06.2002 28.06.2002 to 27.03.2003 27.03.2003 to 20.10.2003 21.10.2003 to 31.03.2005 01.04.2005 to 07.12.2005	Certified Copy Photocopy Photocopy Certified copy Certified copy Certified copy Certified copy Certified copy Certified copy Certified copy Certified copy Certified copy Certified copy
62.	Encumbrance Certificates issued in respect of the land bearing Survey No. 129 measuring to an extent of 1 Acre, situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period covering from 01.04.1953 to 31.03.1957, 01.01.1962 to 01.04.1965, 15.02.1957 to 31.03.1975, 01.04.1975 to 31.03.2004, 28.06.2002 to 16.07.2003, 08.08.2005 to 22.03.2007, 01.04.2015 to 29.02.2016 01.04.1953 to 31.03.1957 01.01.1962 to 01.04.1965, 01.04.1965 to 31.03.2004 01.04.1978 to 08.01.1992 09.01.1992 to 06.07.1994 07.07.1994 to 27.05.1996 27.05.1996 to 20.10.1997 01.04.1997 to 28.06.2002 28.06.2002 to 28.03.2003 28.03.2003 to 23.06.2003 23.06.2003 to 20.10.2003	Certified copy Photocopy Certified copy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy

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	21.10.2003 to 31.03.2005 01.04.2005 to 08.08.2005 08.08.2005 to 22.03.2007	Certified copy Certified copy Photocopy
63.	Encumbrance Certificate issued in respect of land bearing Survey No. 129 (old Survey No. 44/4) measuring 35 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 23.3.2007 to 17.2.2011.	Photocopy
64.	Mortgage deed dated 23.6.2014 registered as Document No. INR-1-02438-2014-15, Stored in C. D. No. INRD 111in the office of Sub-registrar, Shivajinagar (Indiranagar);	Certified Copy
65.	Discharge/ Release deed dated 7.9.2015 registered as Document No. INR-1-04378-2014-15, Stored in C. D. No. INRD 151in the office of Sub-registrar, Shivajinagar (Indiranagar);	Certified Copy
66.	Memorandum of Entry by way of deposit of title deeds dated 6.10.2015; and	Photocopy
67.	Management Representations in the form of Affidavit dated 14.11.2016 sworn to by M/s Century Silicon City.	Photocopy
68.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
69.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
70.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
71.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
72.	E-Katha Certificate dated 08.07.2025	Photocopy
73.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
74.	Tax paid receipt dated 25.07.2025	Photocopy
75.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
76.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
77.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
78.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
79.	Discharge Deed dated 06.10.2023 registered as Document No.	Photocopy

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	6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	
80.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No. 45 measuring 3 Acres 7 Guntas (previously forming part of the land in Survey Nos. 44/8, 45/1 and 47) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk.

Flow of Title

1. From the Sale Deeds dated 4.4.1964, 24.8.1964, 25.1.1965 & 15.11.1965 referred to hereinafter, it appears that the aforementioned land bearing Survey Nos. 44/8, 45/1 & 47 were held by Munishami (son of Neerganti Munishami).

2. Munishami along with his son Munirama executed the following 3 sale deeds:
   (a) Sale Deed dated 4.4.1964 , registered as Document No. 66 of 1964-65 stored in Book I, Volume 444 at Pages 138 to 140 in the office of the Sub Registrar, Bengaluru South conveying an extent of 1 Acre in Survey Nos. 44/8 and 45/1 to Parvathamma. The registration of the said deed is borne out in the Mutation Register Extract in MR. No. 10 of 1969-70.
   (b) Sale Deed dated 24.8.1964, registered as Document No. 2982 of 1964-65 stored in Book I, Volume 473 at Pages 233 to 234, in the office of the Sub Registrar, Bengaluru South, conveying an extent of 6 Guntas in Survey No. 45/1 in favor of Parvathamma. The registration of the said deed is borne out in the Mutation Register Extract in MR. No. 8 of 1969-70.
   (c) Sale Deed dated 25.1.1965, registered as Document No. 5189 of 1964-65 stored in Book I, Volume 496 at Pages 187 & 188, in the office of the Sub Registrar, Bengaluru South, conveying an extent of 14 Guntas in Survey Nos. 47, 44/8 & 45/1 to Parvathamma. The registration of the said deed is borne out in the Mutation Register Extract in MR. No. 9 of 1969-70.

3. We have perused a copy of the Sale Deed dated 15.11.1965, registered as Document No. 3766 of 1965-66 stored in Book I, Volume 557 at Pages 148 to 150 in the office of the Sub Registrar, Bengaluru South which bears out that Munishami (acting for himself and as a guardian of his minor son Muniyellappa) along with his other son Munirama, conveyed an extent of 1 Acre 23 Guntas in Survey Nos. 44/8 & 45/1 in favor of Parvathamma. The registration of the said deed is borne out in the Mutation Register Extract in MR. No. 11 of 1969-70.

   Note: *It is noted that the minor son of Munishami, namely Muniyellappa was not made party to the Sale Deeds dated 4.4.1964, 24.8.1964 and 25.1.1965. Further we have not been furnished with the Genealogical Tree of Munishami disclosing details of his wife, children and grandchildren. Given the number of years elapsed, any claim by Muniyellappa will be barred by limitation.*

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4. Thus, by virtue of the above-mentioned transactions, Parvathamma became the owner of 3 Acres 3 Guntas in the land bearing Survey Nos. 44/8, 45/1 and 47.

5. It is noted that the lands in Survey No. 44/8, 45/1 and 47 was re-numbered and assigned with New Survey No. 45.

6. We have perused a copy of the Index of Lands which bears out that the land in Survey No. 45 measuring 3 Acres 7 Guntas ("**Survey No. 45**") was originally held by Munishami, and the same was granted to him in the year 1929-30. Subsequently, the name of Parvathamma is reflected as the holder of the said land.

   Note: *It is noted that by virtue of the above-mentioned sale deeds, the land in Survey No. 45 measuring 3 acres 3 guntas came be owned by Parvathamma, however, the total extent of land held in the name of Parvathamma as per the Index of Lands is 3 acres 07 guntas. We have not been furnished with any document to show as to how Parvathamma acquired title to an extra extent of land in Survey No. 45 measuring 4 guntas. We have relied on the revenue documents for the purpose of ascertaining the extent of land owned by Parvathamma.*

7. Munirama and Muniyellappa (sons of Munishami) have filed an application bearing LRF No. 5363 of 1979-80 under the provisions of the Karnataka Land Reforms Act, 1961 before the Land Reforms Tribunal, Bengaluru South for the grant of occupancy rights in respect of Survey No. 45. After filing the application, Munirama and Muniyellappa have not appeared before the Tribunal, therefore they were placed ex-parte. The Land Reforms Tribunal has rejected the application as unenforceable vide the Order dated 22.9.1981 in the proceedings bearing LRF No. 5363 of 1979-80.

8. Parvathamma along with her sons Ravi Kumar, Babu Reddy and Suresh have executed:
   (a) Agreement to Sell dated 4.5.1994 agreeing to convey ½ undivided share in the land bearing Survey No. 45 measuring 3 Acres 19 Guntas in favor of P. Dayanand Pai.
   (b) Agreement to Sell dated 4.5.1994 agreeing to convey ½ undivided share in the land bearing Survey No. 45 measuring 3 Acres 19 Guntas in favor of P. Satish Pai.

   Note: *It is noted that the total extent of land in Survey No. 45 is 3 Acres 7 Guntas, however the above-mentioned agreements have been entered into with respect to the land bearing Survey No. 45 measuring 3 Acres 19 Guntas.*

9. Thereafter, Parvathamma, Ravi Kumar, Babu Reddy and Suresh have executed a Special Power of Attorney dated 4.5.1994 authorising and empowering P. Satish Pai and Raghunath to execute sale deeds and receive consideration on their behalf in respect of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas.

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10. We note the Affidavit sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh whereunder they have declared that the possession of the land bearing Survey Nos. 44, 45 & 127(p) measuring 7 Acres 13 Guntas was handed over to Dayanand Pai, as they have received entire consideration in respect thereof.

11. We have perused a copy of the Sale Deed dated 11.7.2002, registered as Document No. BNG(U)-BLR(S)/4694/2002-03 stored in CD No. 81, in the office of the Sub Registrar, Bengaluru South which bears out that (i) Parvathamma, (ii) Ravi Kumar, (iii) Babu Reddy and (iv) Suresh (represented by their power of attorney holder S. Raghunath) along with Dayanand Pai and Satish Pai as confirming parties have together conveyed Survey No. 45 in favor of M.S. Mahadevaiah. The registration of the said Sale Deed is borne out in the Mutation Register Extract in MR No. 47 of 2002-03.

12. M.S. Mahadevaiah contributed Survey No. 45 to the partnership firm M/s Century Silicon City under the Partnership Deed dated 21.3.2007, the details whereof are provided below.

13. Parvathamma has filed a suit in OS No. 16505 of 2003 before the Court of the Civil Judge, Bengaluru against Dayanand Pai, Satish Pai, H. Yeshwanth Shenoy, K.N. Yellappa to declare that agreement to sell dated 4.5.1994 referred to above be cancelled, cancel and rescind the power of attorney dated 4.5.1994 in favor of S. Raghunath. Further cancel the Sale Deeds executed by the power of attorney holder. During the pendency of the suit, the parties have arrived at a compromise and the decree has been drawn in terms of the compromise arrived at between the parties. Under the compromise petition filed Parvathamma has confirmed the execution of the aforementioned agreement to sell and power of attorney and further stated that Parvathamma does not have any rights, title or interest over the land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 1 Acre 22 Guntas.

14. Thereafter, Parvathamma along with her children C. Ravi Kumar, Babu Reddy and Vasantha Kumari (*who had not joined in the execution of the aforementioned Agreement to Sell dated 4.5.1994 and Sale Deeds dated 30.11.1995*) have executed a Confirmation Deed dated 29.9.2007 whereunder the aforenamed persons have confirmed the execution and registration of the Sale Deed dated 11.7.2002 in respect of Survey No. 45 and further that they do not have any right title, interest over the same.

    Note: *it is noted that Suresh Kumar has not been made party to the said Confirmation Deed dated 29.09.2007.*

15. Indra Kumar (son of Narayanaswamy and Parvathamma) who has neither joined in the execution of the Sale Deed dated 11.7.2002 nor the Confirmation Deed dated 29.9.2007, has initiated suit for partition bearing OS No. 6201/ 2010, the details whereof are provided below.

ADVOCATE

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Common Documents:

1. We have perused a copy of the (*unregistered*) Joint Development Agreement dated 10.11.2011 which bears out that M/s Century Silicon City along with M/s H.M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani) agreed to develop and construct a mixed development comprising of residential apartments and commercial development over the lands in (i) Survey No. 42/4 measuring 2 Acres, (ii) Survey No. 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, (iii) Survey No. 45 measuring 3 Acres 7 Guntas, (iv) Survey No. 43/3 measuring 2 Acres (v) Survey No. 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, (vi) Survey No. 128 measuring 2 Acres 7 Guntas and (vii) Survey No. 129 measuring 1 Acre 35 Guntas, measuring in total 15 acres 02 guntas ("**Project Land**").

   The following terms were inter-alia agreed between the parties:

   a. The parties have agreed to undertake development under 2 phases. 1st phase would be a residential development comprising of 9 Acres of land in Survey Nos. 42/4, 44, 45, 127, 128 &129/1 of Munnekolalu Village and the commercial development would be undertaken as 2nd phase in the balance portion of 6 Acres of land in the aforementioned survey numbers including land bearing Survey No. 43/3 measuring 2 Acres.
   b. The parties have agreed to share the revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H.M. Constructions.
   c. M/s Century Silicon City has agreed to pay the improvement charges with respect to the lands forming part of the development and M/s H.M. Constructions has agreed to submit the plans within 6 months from the date of this agreement.
   d. M/s H.M. Constructions has agreed to complete the development of the 1st phase within 63 months from the date of the plan sanction. In the event of delay of completion, M/s H.M. Constructions has agreed to pay a sum of Rs. 3/- per square feet per month as damages for the unrealized revenue being M/s Century Silicon City.
   e. At the end of 1 year from the completion of development, if all the built up area is not sold, but have been completed, remaining of the built up area will be distributed in the ratio of M/s Century Silicon City and M/s H.M. Constructions in the ratio of 29%:71%.
   f. M/s Century Silicon City is entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

2. We have perused a copy of the Notarized Power of Attorney dated 10.11.2011 which bears out that M/s Century Silicon City has empowered and authorized M/s. H.M.

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Constructions to do all acts and deeds as per the terms of the Joint Development Agreement dated 10.11.2011.

3. We have perused a copy of the Work Order dated 29.4.2015 in No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 issued by the Bangalore Development Authority which bears out that approval was granted for development of the residential and non-residential buildings over a portion of the Project Land measuring 15 acres. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted land, (now converted) comprising in the aforementioned lands do not form part of the development plan.

4. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that out of the 15 Acres of the Project Land, an extent of 3 Acres 35 Guntas was sanctioned to develop the commercial building and the remaining extent of 11 acres 05 guntas was sanctioned to develop the residential building.

5. We have perused a copy of the Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 executed by M/s. Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

1. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H. Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

2. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name

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'Century Silicon City' has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

3. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

4. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private Limited	1%
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

5. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

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Revenue Records:

1. We have perused copies of the RTC extracts for the period 1967-68 to 1971-72 and 1978-79 to 2001-02 issued in respect of the land bearing Survey No. 45 measuring 3 Acres 19 Guntas (including 12 Guntas of kharab) which bears out the name of Neerganti Yellappa, and subsequently Thoti Yellappa and consequently Narayana Reddy and Parvathamma as the owners of the said land.

2. The RTC extracts for the period 1972-73 to 1976-77 are not available and in this regard we have been furnished with the Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk to the effect that the R.T.C.s for the aforementioned years are not available.

3. We have perused copies of the RTC extracts for the period 2002-03 to 2010-11 which reflects the name of M.S. Mahadevaiah as the owner thereof.

4. We note the map of Munnekolal Village showing the location of Survey No. 45 in the said village. Further we note the Tippany issued in respect of Survey No. 45 which reflects the shape of the land in the said survey number.

5. Revision Settlement Akarbandh issued in respect of Survey No. 45 reflect the total extent of the land in the said survey number to be 3 Acres 19 Guntas along with 12 Guntas of kharab comprised therein.

6. We have perused a copy of the Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by Assistant Commissioner's Office, Bengaluru North Sub-Division which bears out that no proceedings have been filed in respect of Survey No. 45 under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

7. We have perused a copy of the Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by Assistant Commissioner's Office Bengaluru North Sub-Division which bears out that no proceedings have been filed under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 in respect of Survey No. 45.

8. We have perused a copy of the Endorsement dated 27.02.2016 issued by Special Land Acquisition Officer, Bangalore Development Authority which bears out that Survey No. 45 has not been notified for acquisition for any of its projects.

9. We have perused a copy of the Endorsement dated 11.11.2022 issued by the Public Information Officer, Bangalore Metro Rail Corporation Limited which bears out that the Survey No. 45 has not been acquired or notified for acquisition for any of its projects.

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10. We have perused a copy of the Endorsement dated 23.12.2022 issued by the Public Information Officer, Karnataka Housing Board which bears out that the Survey No. 45 has not been acquired or notified for acquisition for any of its projects.

11. We have perused a copy of the Endorsement dated 18.11.2022 bearing NO.LAQ/RTI/NH-75 (old No. 04)/ CR/25/2022-23 issued by Special Land Acquisition Officer and Competent Authority, National Highway Authority of India which bears out that the Survey No. 45 has not been acquired for the development and formation of road for of NH-75 (old No. 04).

12. We have perused a copy of the Endorsement dated 30.05.2023 bearing No. PTCL/BE/CR:88/2023-24 issued by the Assistant Commissioner, Bangalore North Taluk, which bears out that there are no proceedings have been filed under the provisions of the Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 45.

Khata and Tax Paid Receipts:

1. We have perused a copy of the Khata Certificate dated 30.3.2012 which reflects the name of M.S. Mahadevaiah as the owner of the land in Survey No. 45. We note from the Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP that Property II has been assigned khata No. 2796/128/129/45.

2. We have perused a copy of the tax paid receipts dated 20.3.2012 which bears out the payment of the property tax in respect of Survey No. 45 for the year 2011-12.

3. We have perused a copy of the tax paid receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 which bears out the payment of the property tax in respect of Survey No. 45 along with Survey Nos. 128 & 129 for the years 2012-13 to 2016-17.

4. M/s Century Silicon City made an application for the amalgamation of khata of the lands bearing (i) Survey No. 42/4 measuring 2 Acres having Municipal No. 85, (ii) Survey No. 44 measuring 2 Acres 9 Guntas having Municipal No. 47, (iii) Survey Nos. 45, 128 & 129 measuring 7 Acres 9 Guntas having Municipal No. 48, (iv) Survey No. 127 measuring 1 Acre 22 Guntas having Municipal No. 49 and (v) Survey No. 43/3 measuring 2 Acres Municipal No. 86, to the BBMP.

5. We have perused a copy of the Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP which bears out that the khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 has been retained for the lands bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres.

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Further it is noted that an amount of INR 1,51,81,228/- was levied as betterment charges and M/s. Century Silicon City had decided to pay the said amount in two tranches and has thereby paid a sum of INR 50,60,410/-.

Note: *We have not been furnished with the receipt of payment of the balance amount of INR 1,01,20,818/- and the amalgamated katha certificate and katha extract*.

We understand that an amount of INR 1,51,81,228/- was to be paid as betterment charges to BBMP under the Notice dated 15.07.2016, and an amount of INR 50,60,410/- was paid by Century Silicon City and amount of INR. 33,22,026/- was adjusted towards betterment charges under the Sale Deed dated 18.10.2019. We have not been furnished with the receipt for the payment of the balance amount of INR 67,98,792/-. We are given to understand from Century team that the BBMP had considered the betterment charges and deducted the same from the sale consideration under the Sale Deed dated 18.10.2019 and that no further demand has been received.

13. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

14. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

15. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

Acquisition and Approvals:

1. We note the Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board to the effect that on verification of the documents available at the office the list of properties acquired in Varthur Hobli by the Board is provided. From the aforementioned list, we note that the land bearing Survey Nos. 42/4, 44, 45, 127 & 128 of Munnekolal Village do not form part of the land acquired by the Board for any of its project as on date.

2. The Land Acquisition Officer, Bangalore Development Authority has also issued an Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 to the effect that the

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land bearing Survey Nos. 44, 45, 127, 128 & 129/1 of Munnekolal Village are not notified for acquisition in the preliminary and final notification of the lands required for the formation of outer ring road between Varthur Road and Sarjapur Road.

3. Endorsement bearing No. KHB/LA/689/2015-16 dated 14.1.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board to the effect that no lands in Munnekolal Village, Varthur Village, Bengaluru East Taluk have been acquired for any of its project.

4. The Land Acquisition Officer, National Highway Authority, Bengaluru has also issued an Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 to the effect that the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129/1 of Munnekolal Village are not notified for acquisition for any of its project as on the date of the issue of the said endorsement.

5. The Public Information Officer, Karnataka Housing Board, Bengaluru has issued an Endorsement bearing No. KHB:LAO/689/2015-16 dated 14.01.2016 stating that the lands situated at Munnekolal Village have not been acquired or notified for acquisition for any of projects of Karnataka Housing Board as on date.

6. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/ Sy Nos. 128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) *Commencement Certificate*
b) *No Objection Certificate issued by the Pollution Control Board.*

7. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3

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common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

8. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

Land Conversion & Land Usage:

1. We have perused a copy of the Official Memorandum bearing No. B.Dis.ALN:SR(BA) 153 of 2003-04 dated 20.9.2003 issued by the Deputy Commissioner's office, Bengaluru District, which bears out that the land in Survey No. 45 has been converted from agricultural use to non-agricultural residential use. The registration of the said conversion order has been mutated in the Mutation Register Extract in MR No. 33 of 2003-04.

2. **Zoning:** The BDA has issued the Revised Master Plan - 2015 ("RMP") effective from 22.6.2007. In RMP, the land bearing Survey No. 45 is shown as located in 'Residential Main' zone.

I. Litigation:

<u>OS No. 6201 of 2010</u>

1. Indira Kumar has filed partition suit bearing OS No. 6201 of 2010 in the Principal City Civil and Sessions Judge claiming his share (1/5th) in the properties of Narayanaswamy and Parvathamma (viz., land bearing Survey Nos. 44 measuring 2 Acres 11 Guntas, 45 measuring 3 Acres 19 Guntas and 127 measuring 2 Acres 27 Guntas). The case is pending as on date and has been posted for plaintiff's evidence and the next date of hearing is on 7.4.2016.

2. By the Judgement dated 15.10.2019, the Court has held that the suit is barred by limitation and held that the plaintiff was not entitled for any relief of partition and separate possession and thereby the case was dismissed.

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OS No. 6392/ 2015

1. M/s Century Silicon City has filed a suit bearing OS No. 6392/2015 in the Court of the Principal City Civil and Sessions Judge against Vasanth Kumar, Rathnamma (children of Yellappa), Muthappa, Muniyellamma (children of Annayappa), Narayanaswamy (son of Muthappa), Govindaraju, Thangaraju, S.V. Ramesh, Ramesh and Anjinappa (defendants) in respect of the land bearing Survey Nos. 45 measuring 3 Acres 7 Guntas, 128 measuring 2 Acres 7 Guntas, 129 measuring 1 Acre 35 Guntas, 42/4 measuring 2 Acres, 127 measuring 1 Acre 22 Guntas and 44 measuring 2 Acres 11 Guntas. The Court has issued an ad interim exparte temporary injunction restraining the defendants from interfering with the aforementioned properties.

2. We have been provided with Order dated 20.03.2018 passed XX Additional City Civil & Sessions Judge, Bangalore that applicants/proposed defendants who claims to be the legal representatives of Late Yellappa, filed I.A. No. 3, seeking permission to come on record alleging that the sale deeds as relied by the Plaintiffs are not binding on them. The I.A. No. 3 was dismissed by the said Order.

Note: *We are given to understand that the said suit is still pending.*

Com A.S. No. 32 of 2020

1. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

   a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

   b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

   c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

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d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants 2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

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b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (**Tribunal**) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

2. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (*detailed below*). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

3. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited and H.M. Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 45 along with other lands.

C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

2. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil

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Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

3. It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

Encumbrance / Charge:

1. Encumbrance Certificates issued in respect of the land bearing Survey No. 45 (Old Survey Nos. 44/8 & 45/1) for the period 1.1.1929 to 31.3.1967 reflect the Sale Deeds dated 4.4.1964, 24.8.1964, 25.1.1965 & 15.11.1965 referred to hereinabove.

2. Encumbrance Certificates issued in respect of Survey No. 45 (i.e., land bearing Survey No. 45 measuring 3 Acres 7 Guntas) for the period 1.4.1967 to 29.2.2016 reflect Agreement to Sell dated 5.5.1994, Sale Deed dated 16.7.2002, Partnership Deed dated 22.3.2007, Confirmation Deed dated 29.09.2007 referred to hereinabove and Memorandum of Deposit of Title Deeds dated 23.6.2014, Release Deed dated 7.9.2015 and Memorandum of Deposit of Title Deeds dated 6.10.2015 referred to hereinafter.

3. M/s Century Silicon City had mortgaged *inter alia* Survey No. 45 in favor of IL&FS Trust Company Limited under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014 for the loan availed by Manipal Health Systems Private Limited from Aditya Birla Finance Limited, Yes Bank Limited and Syndicate Bank. Subsequently IL&FS Trust Company Limited has executed Release Deed dated 7.9.2015 whereunder Survey No. 45 has been released from the charge created under the Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014.

4. M/s Century Silicon City has mortgaged Survey No. 45 in favor of IDBI Trusteeship Services Limited as evidenced from the Memorandum of Entry by way of deposit of title deeds dated 6.10.2015. The said mortgage has been discharged vide the Discharge Deed dated 13.04.2018 registered as Document No. HLS-1-00272-2018-19. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 01.04.2012 to 09.03.2023.

5. We have perused a copy of the Memorandum of Entry Recording Mortgage by Delivery of Title Deeds dated 13.04.2018, registered as Document No. HLS-1-00273-2018-19 which bears out that M/s Century Silicon City has mortgaged Survey No. 45 in favour of IDBI Trusteeship Services Limited.

6. We have perused a copy of the Deed of Confirmation dated 23.05.2023, registered as Document No. SHV-1-01426/2023-24, Stored in the CD No. SHVD1397 in the Office of the Sub-Registrar Shivajinagar, Bangalore which bears out that pursuant to the

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conversion of the partnership firm, M/s Century Silicon City into a private limited company under the name Century Silicon City Private Limited, all the right, title and interest of the land in Survey No. 129/1 presently vests with the Century Silicon City Private Limited and also that the mortgage created in favour of IDBI Trusteeship Services Limited continues to subsist in relation to the said land.

7. We have perused a copy of the Encumbrance Certificate for the period 06.06.2023 to 05.01.2024 which bears out the following entries:
    a. Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 of Book I, executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
    b. Debenture Trust Deed dated 18.10.2023 registered as Document No. 6629/2023-24 of Book I, executed by Century Silicon City Private Limited in favour of IDBI Trusteeship Services Limited.

8. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

9. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

   Note: the said mortgage is still pending.

10. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances with respect to the Survey No. 45.

11. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances with respect to the Survey No. 45.

12. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances with respect to the Survey No. 45.

13. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances with respect to the Survey No. 45.

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CONCLUSION

Based on the documents furnished to us and subject to our observation made hereinabove, we are of the opinion that, Century Silicon City Private Limited is the owner of the land in Survey No. 45 measuring 3 acres 07 guntas, subject to the mortgage created in favour of Catalyst Trusteeship Limited.

MANJUNATHA. J
Advocate
Bangaluru

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SCHEDULE PROPERTY

All that piece and parcel of the immoveable property being the land bearing Survey No. 45 measuring 3 Acres 7 Guntas situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk bounded on its:

East by : Portion of land bearing Survey No. 44;
West by : Portion of land bearing Survey No. 126;
North by : Portion of land bearing Survey No. 42/2; and
South by : Portion of land bearing Survey Nos. 46/3, 46/4 & 46/5.

(*Boundaries are as per Deed of Retirement and Reconstitution dated 7.8.2007 of M/s Century Silicon City*).

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ANNEXURE – A

List of documents examined

Sl. No.	Description of documents
1.	Sale Deed dated 4.4.1964, registered as Document No. 66 of 1964-65 stored in Book I, Volume 444 at Pages 138 to 140 in the office of the Sub Registrar, Bengaluru South;
2.	Extract of Entry No. MR 10 of 1969-70 made in the Mutation Register;
3.	Sale Deed dated 24.8.1964, registered as Document No. 2982 of 1964-65 stored in Book I, Volume 473 at Pages 233 to 234, in the office of the Sub Registrar, Bengaluru South;
4.	Extract of Entry No. MR 8 of 1969-70 made in the Mutation Register;
5.	Sale Deed dated 25.1.1965, registered as Document No. 5189 of 1964-65 stored in Book I, Volume 496 at Pages 187 & 188, in the office of the Sub Registrar, Bengaluru South;
6.	Extract of Entry No. MR 9 of 1969-70 made in the Mutation Register;
7.	Sale Deed dated 15.11.1965, registered as Document No. 3766 of 1965-66 stored in Book I, Volume 557 at Pages 148 to 150 in the office of the Sub Registrar, Bengaluru South;
8.	Extract of Entry No. MR 11 of 1969-70 made in the Mutation Register;
9.	Extract of Index of Lands issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
10.	Order dated 22.9.1981 passed in the proceedings bearing LRF No. 5363 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;
11.	Agreement to Sell dated 4.5.1994, registered as Document No. 740 of 1994-95 stored in Book I, Volume 3862 at Pages 149 to 152, in the office of the Sub Registrar, Bengaluru South;
12.	Agreement to Sell dated 4.5.1994, registered as Document No. 738 of 1994-95 stored in Book I, Volume 3862 at Pages 149 to 152, in the office of the Sub Registrar, Bengaluru South;
13.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127 in the office of the Sub Registrar, Bengaluru South;

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14.	Affidavit dated 4.5.1994 sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh;
15.	Sale Deed dated 11.7.2002, registered as Document No. BNG(U)-BLR(S)/4694/2002-03 stored in CD No. 81, in the office of the Sub Registrar, Bengaluru South;
16.	Extract of Entry No. MR 47 of 2002-03 made in the Mutation Register;
17.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;
18.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03446-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur;
19.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;
20.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;
21.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;
22.	Development Plan sanctioned by the Bangalore Development Authority;
22A	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;
23.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South;
24.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;
25.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;
26.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;
26A	Deed of Reconstitution dated 1.8.2015 of M/s Century Silicon City;
26B	Endorsement bearing No. RK.RTI.CR/666/2015-16 dated 18.1.2016 issued by the

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	Tahsildar's Office, Bengaluru East Taluk;
27.	R.T.C.s issued in respect of the land bearing Survey No. 45 measuring 3 Acres 19 Guntas (including 12 Guntas of kharab) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15;
28.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;
29.	Map of Munnekolal Village;
30.	Tippany issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
31.	Revision Settlement Akarbandh issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;
32.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
33.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;
34.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 44;
35.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;
36.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 45 for the years 2008-09 to 2011-12;
36A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 45 for the years 2012-13 to 2016-17;
36B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;
36C	Khata Certificate dated 12.8.2016 issued by BBMP;
36D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;
37.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;

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38.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;
39.	Endorsement bearing No. KHB/LA/689/2015-16 dated 14.1.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;
39A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;
40.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 153 of 2003-04 dated 20.9.2003 issued by the Deputy Commissioner's office, Bengaluru District;
41.	Extract of Entry No. MR 33 of 2003-04 made in the Mutation Register;
42.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;
43.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;
44.	Encumbrance Certificates issued in respect of the land bearing Survey No. 45 (Old Survey Nos. 44/8 & 45/1) measuring 2 Acres 11 Guntas for the period 1.1.1929 to 31.3.1967;
45.	Encumbrance Certificates issued in respect of Survey No. 45 (i.e., land bearing Survey No. 45 measuring 3 Acres 7 Guntas) for the period 1.4.1967 to 29.2.2016;
46.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar, Indira Nagar;
47.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and
48.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015.
49.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
50.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
51.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
52.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services

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53.	E-Katha Certificate dated 08.07.2025
54.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
55.	Tax paid receipt dated 25.07.2025
56.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
57.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
58.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
59.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
60.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
61.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

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ANNEXURE- B

List of Document verified.

Sl. No.	Description of documents	Original / Certified copy / Photocopy
1.	Sale Deed dated 4.4.1964, registered as Document No. 66 of 1964-65 stored in Book I, Volume 444 at Pages 138 to 140 in the office of the Sub Registrar, Bengaluru South;	Certified copy
2.	Extract of Entry No. MR 10 of 1969-70 made in the Mutation Register;	Certified copy
3.	Sale Deed dated 24.8.1964, registered as Document No. 2982 of 1964-65 stored in Book I, Volume 473 at Pages 233 to 234, in the office of the Sub Registrar, Bengaluru South;	Certified copy
4.	Extract of Entry No. MR 8 of 1969-70 made in the Mutation Register;	Certified copy
5.	Sale Deed dated 25.1.1965, registered as Document No. 5189 of 1964-65 stored in Book I, Volume 496 at Pages 187 & 188, in the office of the Sub Registrar, Bengaluru South;	Certified copy
6.	Extract of Entry No. MR 9 of 1969-70 made in the Mutation Register;	Certified copy
7.	Sale Deed dated 15.11.1965, registered as Document No. 3766 of 1965-66 stored in Book I, Volume 557 at Pages 148 to 150 in the office of the Sub Registrar, Bengaluru South;	Certified copy
8.	Extract of Entry No. MR 11 of 1969-70 made in the Mutation Register;	Certified copy
9.	Extract of Index of Lands issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Original
10.	Order dated 22.9.1981 passed in the proceedings bearing LRF No. 5363 of 1979-80 by the Karnataka Land Reforms Tribunal, Bengaluru South;	Certified copy
11.	Agreement to Sell dated 4.5.1994, registered as Document No.	Original

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	740 of 1994-95 stored in Book I, Volume 3862 at Pages 149 to 152, in the office of the Sub Registrar, Bengaluru South;	
12.	Agreement to Sell dated 4.5.1994, registered as Document No. 738 of 1994-95 stored in Book I, Volume 3862 at Pages 149 to 152, in the office of the Sub Registrar, Bengaluru South;	Original
13.	Special Power of Attorney dated 4.5.1994, registered as Document No. 104 of 1994-95 stored in Book I, Volume 17 at Pages 124 to 127 in the office of the Sub Registrar, Bengaluru South;	Photocopy
14.	Affidavit dated 10.5.1994 sworn to by Parvathamma, Ravi Kumar, Babu Reddy and Suresh;	Photocopy
15.	Sale Deed dated 11.7.2002, registered as Document No. BNG(U)-BLR(S)/4694/2002-03 stored in CD No. 81, in the office of the Sub Registrar, Bengaluru South;	Original
16.	Extract of Entry No. MR 47 of 2002-03 made in the Mutation Register;	Photocopy
17.	Decree drawn in OS No. 16505/2003 by the Court of Civil and Sessions Judge, Bengaluru;	Photocopy
18.	Confirmation Deed dated 29.9.2007, registered as Document No. VRT-1-03446-2007-08 (stored in CD No. VRTD12) in the office of the Sub Registrar, Varthur;	Certified Copy
19.	(*unregistered*) Joint Development Agreement dated 10.11.2011 entered into by and amongst M/s Century Silicon City and M/s H.M. Constructions;	Photocopy
20.	(*unregistered*) Power of Attorney dated 10.11.2011 executed by M/s Century Silicon City in favor of M/s H.M. Constructions;	Photocopy
21.	Work Order bearing No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 dated 29.4.2015 issued by the Bangalore Development Authority;	Photocopy
22.	Development Plan sanctioned by the Bangalore Development Authority;	Photocopy

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22A	Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 (stored in CD No. BDA206) in the office of the Sub Registrar, Bangalore Development Authority;	Certified Copy
23.	Partnership Deed dated 21.3.2007 of M/s Century Silicon City, registered as Document No. BAS-1-30116-2006-07 (stored in CD No. BASD314) in the office of the Sub Registrar, Bengaluru South;	Original Seen in Survey No. 42/4
24.	Acknowledgment issued by the Registrar of Firms under Section 59 of the Indian Partnership Act, 1932;	Photocopy
25.	Deed of Confirmation dated 29.7.2007 registered as document no. 3449/2007-08 executed by Parvathamma and others in favour of Mahadevaiah.	Original
26.	Acknowledgment issued by the Registrar of Firms under Section 58(1) of the Indian Partnership Act, 1932;	Photocopy
27.	Deed of Retirement & Reconstitution of Partnership dated 7.8.2007 of M/s Century Silicon City;	Photocopy
26A	Deed of Reconstitution dated 1.8.2015 of M/s Century Silicon City;	Photocopy
26B	Endorsement bearing No. RK.RTI.CR/666/2015-16 dated 18.1.2016 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
28.	R.T.C.s issued in respect of the land bearing Survey No. 45 measuring 3 Acres 19 Guntas (including 12 Guntas of kharab) situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk for the period 1967-68 to 1971-72, 1977-78 to 2014-15; 1967-68 to 2003-04	Certified copy
29.	Endorsement bearing No. RKCR 232 of 1996-97 dated 20.12.1996 issued by the Tahsildar's Office, Bengaluru East Taluk;	Photocopy
30.	Map of Munnekolal Village;	Photocopy
31.	Tippany issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Photocopy

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32.	Revision Settlement Akarbandh issued in respect of the land bearing Survey No. 45 situated at Munnekolal Village, Varthur Hobli, Bengaluru East Taluk;	Photocopy
33.	Endorsement bearing No. LRF 79A&79: 237 of 1996-97 dated 17.1.1997 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
34.	Endorsement bearing No. PTCL CR 390 of 2015-16 dated 24.6.2015 issued by the Assistant Commissioner's Office, Bengaluru North Sub Division;	Photocopy
35.	Khata Certificate issued by BBMP in respect of the land bearing Survey No. 44;	Photocopy
36.	Extract of Vacant Land and Houses Register for the year 2011-12 issued by BBMP;	Photocopy
37.	Receipts dated 20.3.2012 evidencing payment of tax in respect of the land bearing Survey No. 45 for the years 2008-09 to 2011-12;	Photocopy
36A	Receipts dated 20.7.2016, 28.7.2016, 8.8.2016 & 9.8.2016 issued in respect of the land bearing Survey No. 45 for the years 2012-13 to 2016-17;	Photocopy
36B	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by the BBMP;	Photocopy
36C	Khata Certificate dated 12.8.2016 issued by BBMP;	Photocopy
36D	Extract of Vacant Land and Houses Register for the year 2016-17 issued by BBMP;	Photocopy
38.	Endorsement bearing No. Bangalore/SplLAO-2/2757/2015-16 dated 28.1.2016 issued by Public Information Officer, Land Acquisition, Karnataka Industrial Areas Development Board;	Photocopy
39.	Endorsement bearing No. BDA/LAO/996/15-16 dated 27.02.2016 issued by the Land Acquisition Officer, Bangalore Development Authority;	Photocopy

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40.	Endorsement bearing No. KHB/LA/689/2015-16 dated 14.1.2016 issued by the Public Information Officer, Land Acquisition Department, Karnataka Housing Board;	Photocopy
39A	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/278/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority of India;	Photocopy
41.	Official Memorandum bearing No. B.Dis.ALN:SR(BA) 153 of 2003-04 dated 20.9.2003 issued by the Deputy Commissioner's office, Bengaluru District;	Original
42.	Extract of Entry No. MR 33 of 2003-04 made in the Mutation Register;	Certified copy
43.	Plaint and Order Sheet of OS No. 6201 of 2010 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
44.	Plaint and Order Sheet of OS No. 6392 od 2015 in the Court of Principal Civil and Sessions Judge, Bengaluru;	Photocopy
45.	Encumbrance Certificates issued in respect of the land bearing Survey No. 45 (Old Survey Nos. 44/8 & 45/1) measuring 2 Acres 11 Guntas for the period 1.1.1929 to 31.3.1967; 1.1.1929 to 14.2.1957 15.2.1957 to 1.4.1963 1.4.1963 to 31.3.1967	 Photocopy Photocopy Certified copy
46.	Encumbrance Certificates issued in respect of Survey No. 45 (i.e., land bearing Survey No. 45 measuring 3 Acres 7 Guntas) for the period 1.4.1967 to 29.2.2016; 1.4.1967 to 20.10.1997 1.4.1997 to 24.8.1998 24.8.1998 to 28.6.2002 28.6.2002 to 27.3.2003 28.3.2003 to 25.6.2003 23.6.2003 to 21.10.2003 21.10.2003 to 31.3.2005 1.4.2005 to 7.12.2005 2.10.2008 to 17.2.2011	 Certified copy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy Photocopy
47.	Memorandum of Entry by way of Deposit of Title Deeds dated 23.6.2014, registered as Document No. INR-1-02438-2014-15 (stored in CD No. INRD111) in the office of the Sub Registrar,	Certified Copy

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	Indira Nagar;	
48.	Release Deed dated 7.9.2015, registered as Document No. INR-1-04378-2015-16 (stored in CD No. INRD151) in the office of the Sub Registrar, Indira Nagar; and	Certified Copy
49.	Memorandum of Entry by way of Deposit of Title Deeds dated 6.10.2015.	Certified Copy
50.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
51.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
52.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
53.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
54.	E-Katha Certificate dated 08.07.2025	Photocopy
55.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
56.	Tax paid receipt dated 25.07.2025	Photocopy
57.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
58.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
59.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
60.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
61.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
62.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy

ADVOCATE

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DATE:04.09.2025

TITLE REPORT

We have in this report dealt with the land in Survey No.43/3 measuring 2 Acres situated at Munnekolalu Village, Varthur Hobli, Bangalore East Taluk.

FLOW OF TITLE:

1. We have perused a copy of the Index of Lands which bears out that the land bearing Survey No.43/3 measuring 2 Acres was granted to Kuppa (son of Thirunamalai) under the Order dated 20.11.1931 bearing No. DD 14/ 30-31. Further the extract also specifies that the said land was granted, subject to the condition of non-alienation for a period of 10 years.

   Note: *We have not been furnished with the copy of the grant order and the grant certificate issued in the name of Kuppa.*

2. We have perused a copy of the Record of Rights, Tenancy and Crop Inspection (**RTC**) issued in respect of the land bearing Survey No. 43/3 measuring 2 Acres for the period 1967-68 to 1971-72, 1977-78 to 1981-82, 1982-83 to 1987-88 which reflects the name of Kuppa (son of Thiruvanamalai) as the owner of the said land.

3. We have not been provided with the RTCs issued in respect of the Survey No. 43/3for the years 1972 to 1976-77. However, we have been provided with the Endorsement bearing No. RK CR 232/96-97 dated 20.12.1996 issued by the Tahsildar, Bangalore South Taluk to the effect that the RTCs issued in respect of the Survey No. 43/3for the years 1972 to 1976-77 is not available, as the same is in dilapidated condition.

4. We have perused a copy of the Sale Deed dated 04.04.1960, registered as Document No. 34/960-61 which bears out that B. Nanjappa (son of Byrappa) being the khatedar along with his brothers viz., Chikka Muniyappa, Subbaiah (minor son represented by his mother Bolamma) conveyed the land measuring 3 Acres in Survey No. 43/3 in favour of Venkatappa.

   Note: We note from the recitals of the Sale Deed that B. Nanjappa was the khatedar of the property. However, we have not been provided with the documents and deeds evidencing as to how B. Nanjappa acquired the land bearing Survey No. 43/3 from the original grantee, Kuppa. We have therefore relied on the subsequent documents made available to us.

   Further we observe that the total extent in Survey No. 43/3 is 2 Acres however, the land sold under the Sale Deed dated 04.04.1960 is 3 Acres.

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5. We have perused a copy of the Sale Deed dated 13.05.1969, registered as Document No. 767 of 1968-69, which bears out that Venkatappa (son of Hanumappa Reddy) reconveyed the land in Survey No. 43/3 measuring 3 Acres in favour of B. Nanjappa (son of Byrappa).

6. We have perused a copy of the Inheritance Certificate in IHC No. 1 of 1980-81 which bears out that pursuant to the death of Kuppa, the katha in relation to the land in Survey No. 43/3 was transferred and registered in the name of Pachamma, Muniyamma (daughters of Kuppa) and Yellamma (wife of Yellappa).

   Further it is noted that Thirunamalai had 2 sons i.e., Kuppa and Yellappa. Kuppa was the khatedar of the land in Survey No. 43/3. Kuppa and his wife had only 2 daughters i.e., Pachamma and Muniyamma. Kuppa had died 20 years ago and Yellappa took care of Pachamma and Muniyamma. After the demise of Yellappa, the khata in respect of Survey No. 43/3 was changed jointly to the names of Yellamma (wife of Late Yellappa), Pachamma and Muniyamma and the same is recorded in the Record of Rights in RR No. 1008.

   Note: *We have not been provided with the documents and deeds evidencing as to how Kuppa or his family members came to hold the land bearing Survey No. 43/3 from B. Nanjappa. We have therefore relied on the subsequent documents.*

7. We have perused a copy of the Death Certificate which bears out that Muniyamma died on 20.07.1980.

8. We have perused a copy of the Sale Deed dated 06.06.1988, registered as Document No. 854 of 1990-91, which bears out that Yellamma (wife of Late Yellappa), Pachamma and Muniyamma jointly conveyed the land in Survey No. 43/3 in favour of Yeshwanth Shenoy (son of Late H. V. Shenoy). The registration of the said Deed is borne out in the Mutation Register Extract in MR No. 2 of 1990-91.

   Note: *It is noted that the Sale Deed erroneously records that Pachamma and Muniyamma are the daughters of Yellappa. The same is not a concern.*

   Further, Muniyamma demised on 20.07.1980, but the sale deed dated 06.06.1988 records that Muniyamma has joined the execution of the sale deed. However, the legal heirs of Late Muniyamma have filed a suit in O.S. 10252/1997 seeking for partition of 1/3rd share in the joint family properties of Kuppa including Survey No.43/3 and to set aside and cancel the Sale Deed dated 06.06.1988 and the said suit was decreed vide the Order dated 28.09.2002. The same is detailed in the litigation section referred herein after.

9. We have perused a copy of the RTC extracts for the period 1988-89 to 1992-93 issued in respect of the land in Survey No. 43/3 which bears out that the names of Pachamma

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and Rathnamma (daughter of Muniyamma) has been rounded off and the names of Kuppa and Yeshwanth Shenoy is reflected as the owners thereof.

10. We have perused a copy of the RTC extracts for the period 1993-94 to 1996-97, 1996-97 to 1999-2000 issued in respect of the land in Survey No. 43/3 which bears out that the name of Kuppa has been rounded off and the name of Yeshwanth Shenoy is reflected as the owner thereof.

11. We have perused a copy of the Official Memorandum dated 28.04.1997 in No. B.Dis: ALN.SR.(SA)425/1996-97 which bears out that the land in Survey No. 43/3 was converted from agricultural use to non-agricultural residential use.

12. The children of Late Muniyamma have filed suit for declaration and partition before the Court of XXVIII Additional City Civil & Sessions Judge, Mayo Hall in O. S. No. 10252/1997 and the suit was decreed in favour of the children of Late Muniyamma vide the Order dated 28.09.2002. Aggrieved by the Order dated 28.09.2002, Yeshwanth Shenoy filed an appeal vide Regular First Appeal in RFA No. 147/2003 before the High Court of Karnataka against Muniraju, Krishnamma, Rathnamma. Sharadamma, Yellamma and Pachamma. The said appeal was dismissed vide an Order dated 10.11.2004.

13. Meanwhile, Rathnamma (daughter of Late Muniyamma) and Pachamma (daughter of Kuppa) filed a proceeding in No. K. SC ST: 47:99-2000 before the Assistant Commissioner, Bangalore North Taluk against Yeshwanth Shenoy seeking for resumption of the land in Survey No. 43/3 and to restore the said land in their name. Upon enquiry, the Assistant Commissioner passed an Order dated 03.07.2001 stating that the sale was executed without permission from the Government and hence the land in Survey No. 43/3 was resumed to Government. Subsequently the land in Survey No. 43/3 was regranted to Pachamma and Rathnamma under Section 5 (1) of Karnataka Schedule Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act 1978.

14. We have perused a copy of the Mutation Register Extract in MR. No. 1 of 2001-02 which bears out that pursuant to the Order dated 03.07.2001, the khata in respect of the land in Survey No. 43/3 was transferred and registered in the names of Pachamma and Rathnamma.

15. We have perused a copy of the RTC extracts for the period 2000-01 to 2002-03 issued in respect of the land in Survey No. 43/3 which bears out the names of Rathnamma and Pachamma as the owners thereof. The said RTC extracts also bears out reference to the Mutation Register Extract in MR No. 1 of 2001-02.

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16. Being aggrieved by the Assistant Commissioner's Order dated 03.07.2001, Yeshwanth Shenoy filed an appeal before the Deputy Commissioner, Bangalore vide Case No. SC ST (A) 48/2001-02 challenging the Order dated 03.07.2001. However, Yeshwanth Shenoy had filed a memo on 21.01.2004 requesting to dismiss the appeal. The Deputy Commissioner vide the Order dated 15.03.2004, dismissed the said appeal.

17. Meanwhile, Yeshwanth Shenoy had executed 4 separate sale deeds in favour of Manipal Academy of Higher Education (MAHE) in respect of the land in Survey No. 43/3 and the said sale deeds were subsequently cancelled under the Deeds of Cancellation all dated 03.07.2003. The same is detailed herein below:

    i. Yeshwanth Shenoy conveyed a portion of Survey No. 43/3 measuring 20 Guntas in favour of MAHE vide the Sale Deed dated 20.11.2001, registered as Document No. 8382/2001-02. The said sale deed was cancelled vide the Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14464/2003-04.
    ii. Yeshwanth Shenoy conveyed a portion of the land in Survey No. 43/3 measuring 20 Guntas in favour of MAHE vide the Sale Deed dated 11.12.2001, registered as Document No. 9365/2001-02. The said sale deed was cancelled vide the Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14468/2003-04.
    iii. Yeshwanth Shenoy conveyed a portion of the land in Survey No. 43/3 measuring 20 Guntas in favour of MAHE vide the Sale Deed dated 12.12.2001, registered as Document No. 9437/2001-02. The said sale deed was cancelled vide the Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14472/2003-04.
    iv. Yeshwanth Shenoy conveyed a portion of the land in Survey No. 43/3 measuring 20 Guntas in favour of MAHE under the Sale Deed dated 12.12.2001, registered as Document No. 9433/2001-02. The said sale deed was cancelled under the Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14476/2003-04.

    It is noted that Yeshwanth Shenoy had entered into an agreement with Dayananda Pai, hence Dayananda Pai has joined as confirming party in all the aforementioned deeds.

    Note: *We have not been furnished with the agreements executed by Yeshwanth Shenoy in favoru of Dayananda Pai. The same is not a concern.*

18. We have perused a copy of the letter dated 28.02.2004 bearing No. RD/126/LGB/2004, which bears out that Rathnamma and Pachamma have made an application seeking for permission to alienate the Property. The Government of Karnataka, represented by the Under Secretary, Revenue Department, Bangalore has further directed the Special Deputy Commissioner (Revenue), Bangalore to take

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necessary action and has granted permission for sale of Survey No.43/3 under the provisions of the Karnataka Scheduled Caste and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act 1978.

19. We have perused a copy of the Official Memorandum dated 06.03.2004 bearing No. PTCL/CR/100/2003-04 which bears out that the Special Deputy Commissioner (Revenue), Bangalore granted permission to Rathnamma and Pachamma, for the sale of the land bearing Survey No. 43/3, subject to fulfillment of certain conditions specified therein.

We note from the Official Memorandum bearing No. PTCL/CR/100/2003-04 dated 06.03.2004 passed by the Special Deputy Commissioner, Bangalore that Rathnamma and Pachamma have been granted permission to alienate the property vide Section 4(2) of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) 1978, subject to fulfilment of certain conditions, one such condition is that the applicants shall use the sale consideration amount to purchase another agricultural property. In this regard, although a confirmation is not available on whether Rathnamma and Pachamma have complied with all the conditions specified therein and whether they have purchased agricultural property with the sale consideration amount, we have been informed by Century team that the conditions were complied with.

20. We have perused an Agreement to Sell dated 15.11.2003, (*unregistered*) which bears out that (i) Pachamma (daughter of Late Kuppa), Venkatesh, Papamma, Rajappa (all children of Pachamma), (ii) Krishnamma, Rathnamma, Muniraju (all children of Late Muniyamma) (iii) Yellamma (wife of Late Yellappa), Shanthamma (daughter of Late Yellappa) and Shekar (son of Shanathamma) agreed to convey the land in Survey No. 43/3 in favour of Abdul Raheem and Saira Banu (wife of Abdul Raheem). It is noted that Yeshwanth Shenoy and T. M. Nagaraj were joined as the consenting witness to the aforesaid agreement.

Note: *We note from Clause 4.5 of the Agreement to Sell dated 15.11.2003 that Yeshwanth Shenoy has agreed to withdraw the case filed by him before the Court of Special Deputy Commissioner vide the Case No. SC ST (A) 48/2001-02 and in lieu the vendors have agreed to convey an extent of 1 Acre in Survey No. 43/3 to Yeshwanth Shenoy and the agreement holders therein (S. Abdul Raheem and Saira Banu) have given their no-objection for the vendors to convey a portion of land in Survey No. 43/3 to Yeshwanth Shenoy. We have not been furnished with any document to show that the said clause has not been acted upon by the vendors by executing sale deed in favour of Yeshwanth Shenoy. It is advisable to execute confirmation / release deed by Yeshwanth Shenoy relinquishing his rights over 1 Acre in Survey No. 43/3. Also we have not been furnished with the Sale Deed executed by Pachamma and*

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others in favour of Yeshwanth Shenoy in relation to the said 1 acre of land in Survey No. 43/3.

Further, it is observed that the agreement does not specify as to how T. M. Nagaraj (son of Late Muniswamy) is related to Survey No. 43/3 and has been joined as the consenting witness to the Agreement to sell.

21. We have perused a copy of the Agreement to Sell/Assignment dated 28.02.2004 which bears out that Abdul Raheem and Saira Banu have assigned their rights, title and interest in the land in Survey No. 43/3 in favour of M. S. Mahadevaiah.

22. We have perused a copy of the Sale Deed dated 26.03.2004, registered as Document No. BAS-1-27125-2003-04 which bears out that (i) Rathnamma, (ii) Muniraju, (iii) Krishnamma, (iv) Pachamma, (v) Venkatesh, (vi) Kanthamma, (vii) Rajappa, (viii) Yellamma, (ix) Shanthamma and (x) Sampangi conveyed the land in Survey No. 43/3 in favour of K. Vijaya Kumar.

23. We have perused the copies of the RTC extracts issued in respect of the Survey No. 43/3 for the period 2003-04 to 2006-07 and 2019-20 which bears out that K. Vijaya Kumar as the owner of the said land. Further the said RTC extracts reflects the court stay Order in RA(BE)89/2016-17.

    We note that the court stay in RA(BE)89/2016-17 has been vacated and the said appeal has been dismissed. The same is detailed in the litigation section below.

24. Subsequently, Mahadevaiah filed declaration suit bearing O. S 16141/2004 before the Preliminary City Civil & Sessions Judge against Pachamma, Venkatesh, Papamma, Rajappa, Krishnamma, Rathnamma, Muniraj, Yellamma, Shanthamma, Shekar, Abdul Raheem, Saira Banu and K. Vijay Kumar (as Defendants) seeking for specific enforcement of the contract for Agreement dated 15.11.2003 executed by Pachamma and others in favour of Abdul Raheem and Saira Banu and the Deed of Assignment executed by Abdul Raheem and Saira Banu in favour of Mahadevaiah. However, suit was compromised between M.S. Mahadevaiah and Panchamma and others (being Defendant 1 to 12) except K Vijaya Kumar vide the Compromise Petition dated 30.08.2005 and the suit was continued between M. S. Mahadevaiah and K. Vijay Kumar which was subsequently compromised by way of Compromise Petition dated 27.04.2016. In view of the said compromise, M. S. Mahadevaiah waived, abandoned and relinquished his right, which has been acquired under the Agreement to Sell dated 15.11.2003 and Sale Deed dated 02.09.2005 (*referred herein below*) and confirms that K. Vijaya Kumar as the absolute owner of the land in Survey No. 43/3. *The detailed litigation in respect to O.S. 16141/2004 is recorded below.*

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25. Pachamma (daughter of Late Kuppa), Venkatesh, Papamma, Rajappa, Kanthamma (represented by her GPA holder Pachamma) (all children of Pachamma), (ii) Krishnamma representing herself and her minor son Rajendra, Rathnamma representing herself and her minor children Lakshmi and Kumar, Muniraju (all children of Late Muniyamma) (iii) Yellamma (wife of Late Yellappa), Shanthamma (daughter of Late Yellappa), Sharada (daughter of Shanthamma) and Shekar (son of Shanthamma) conveyed the Survey No. 43/3 in favour of M. S. Mahadevaiah under the Sale Deed dated 02.09.2005.

Note: *We have not been provided with the Genealogical Tree of Late Kuppa and Yellappa reflecting the names of their family members. In the absence of the same, it is not possible to ascertain whether all the family members who shall have had the right, title and interest have joined in the execution of the sale deed.*

Common documents

26. Thereafter, Vijaya Kumar and M/s. Century Silicon City (owner of other properties) (collectively referred as **Owners**) have entered into Joint Development Agreement dated 21.04.2016 with M/s. H. M. Constructions (represented by its partners H.J. Siwani & M.J. Siwani), agreeing to develop the land bearing Survey No. 43/3 into commercial complex. Some of the key terms of the aforementioned joint development agreement are as follows:

    a. The parties have agreed to share the constructed area of the development at the ratio of 29% to the Owners and balance 71% to M/s H.M. Constructions. From out of the 29 % of the owners constructed area, Vijay Kumar is entitled to 40,000 square feet of super built up area;

    b. The Owners shall not revoke the permission granted till the completion of the development as the agency herein created is one coupled with interest and consideration in so far as the Developer has and will be incurring several expenditure and costs towards the designing, consultant, vendors etc., for the execution of the development;

    c. The Developer shall complete the development on Survey No. 43/3 as per the approved sanctioned plan on or before the expiry of 48 months from the date of plan sanction being issued, with a grace period of 6 months;

    d. The parties have agreed to keep the original documents of title pertaining to the Schedule Property with a Security Trustee such as ILFS or IDFC or any other as mutually agreeable Escrow Agent.

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e. The Developer shall on sanction of licence plan be entitled to obtain financial facilities from Bank, financial companies and / or financial institutions only for construction of the development on the Schedule Property (i.e., Survey No. 43/3) on the security of the development rights of the Developer and to the extent of the Developer constructed area.

f. The Owners will be entitled to obtain finance either for itself or for its holding/ parent company from banks, financiers, financial companies and/or financial institutions or real estate funds by assigning/ mortgaging/ creating a charge on the owner's entitlement/ receivables/ undivided share in land and structure thereof, without affecting the rights, interest and benefits of M/s H.M. Constructions under the agreement.

27. M/s Century Silicon City (owner of Survey Nos. 42/4, 44, 45, 128,129) and K. Vijaya Kumar (owner of Survey No. 43/3) have entered into Amalgamation Deed dated 08.06.2016, whereunder the parties have agreed to amalgamate the khata of the (i) Survey No. 42/4 measuring 2 Acres, (ii) Survey No. 44 (Old Survey No. 44/7) measuring 2 Acres 11 Guntas, (iii) Survey No. 45 measuring 3 Acres 7 Guntas, (iv) Survey No. 43/3 measuring 2 Acres (v) Survey No. 127 (Old Survey No. 44/6) measuring 1 Acre 22 Guntas, (vi) Survey No. 128 measuring 2 Acres 7 Guntas and (vii) Survey No. 129 measuring 1 Acre 35 Guntas, measuring in total 15 acres 02 guntas ("**Project Land**"), all situated at Munnekolalu Village and to obtain a single amalgamated khata for the purposes of the development.

28. Further, Century Silicon City and K. Vijaya Kumar jointly conveyed an extent of 2107.10 square feet in Survey Nos. 43/3 and 42/4 (BBMP Khata No. 2796/48) in favour of the Commissioner, Bruhat Bengaluru Mahanagara Palike under the Sale Deed dated 18.10.2019. We note that the said sale deed has been rectified as the registration endorsement sheets of Page No. 4 and 6 of the Sale Deed reflecting the name, photo and thumb impression of K. Vijaya Kumar and M/s. Century Silicon City erroneously records them as claimants and the Commissioner, BBMP as executants, which has been rectified to include K. Vijaya Kumar and M/s. Century Silicon City as executants and the Commissioner, BBMP as claimants vide the Rectification Deed dated 19.10.2019.

29. Again, Century Silicon City and K. Vijaya Kumar jointly conveyed an extent of 2331.89 + 1428.69 square feet totally measuring 3760.58 square feet in Survey Nos. 43/3 and 42/4 (BBMP Khata No. 2796/48) in favour of the Commissioner, Bruhat Bengaluru Mahanagara Palike for the purpose of widening of Kundalahalli Junction Underpass under the Sale Deed dated 05.04.2021.

30. We have perused a copy of the Work Order dated 29.4.2015 in No. BDA/CLU/BLP-69/2006-07/3/3/2015-16 issued by the Bangalore Development Authority which bears

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out that approval was granted for development of the residential and non-residential buildings over a portion of the Project Land measuring 15 acres. We also note that an extent of 20 Guntas of kharab and 2 Guntas unconverted land comprising in the aforementioned lands do not form part of the development plan.

31. We have perused a copy of the Development Plan sanctioned by the Bangalore Development Authority which bears out that out of the 15 Acres of the Project Land, an extent of 3 Acres 35 Guntas was sanctioned to develop the commercial building and the remaining extent of 11 acres 05 guntas was sanctioned to develop the residential building.

32. We have perused a copy of the Relinquishment Deed dated 28.11.2014, registered as Document No. BDA-1-02921-2014-15 executed by M/s. Century Silicon City in favor of Bangalore Development Authority whereunder an area of 4522.43 square meters, 1568.15 square meters in the land bearing Survey Nos. 42/4, 44, 45, 127, 128 & 129 was relinquished for park and open spaces and an extent of 812.89 square meters in the aforementioned lands were relinquished for road widening.

33. The khata for the Survey No. 43/3 has been clubbed with Survey Nos. 45, 128, 129/1, 42/4, 127, 44, for the purposes of issuance of a common amalgamated khata for developing the Survey No. 43/3 along with the aforementioned survey numbers as a single composite block. Upon amalgamation, the khata for all the aforesaid survey numbers including the Survey No. 43/3 has been issued in the joint names of the owners of the said land parcels (i.e., K. Vijayakumar (owner of Survey No. 43/3) and M/s. Century Silicon City Private Limited (owner of the other land parcels)).

34. We have perused a copy of the Sale Deed dated 07.10.2023 registered as Document No. 13785/2023-24, of Book I, which bears out that K. Vijay Kumar conveyed the land in Survey No. 43/3 measuring 2 acres in favour of Century Silicon City Private Limited. The registration of the said Deed is borne out in the Encumbrance Certificate for the period 08.01.2023 to 08.01.2024.

35. We have perused a copy of the Deed of Termination dated 27.03.2025 registered as Document No. 10129/2024-25 executed between Vilay Kumar and Century Silicon City Private Limited, wherein the parties have agreed to terminate the Joint Development Agreement dated 21.04.2016.

36. We have perused a copy of the Deed of Revocation dated 27.03.2025 registered as Document No. 1008/2024-25, executed between Vilay Kumar and Century Silicon City Private Limited, wherein the parties have agreed to revoke the power of attorney dated 21.04.2016.

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Century Silicon City – Partnership Firm - Century Silicon City Private Limited - Company

37. We have perused a copy of the Partnership Deed dated 21.3.2007 which bears out that (i) P. Ashwin Pai (son of P. Sathish Pai), (ii) M.S. Mahadevaiah (son of M. Shivanna), (iii) H. Yashwantha Shenoy (son of H.V. Shenoy), (iv) K.N. Yellappa (son of K.T. Narayanappa) have formed a partnership firm in the name and style of **'Century Silicon City'** with a capital contribution of (i) INR 90,000/- (Rupees Ninety Thousand) as the share of P. Ashwin Pai, (ii) INR 5000/- (Rupees Five Thousand) as the share of Mahadevaiah, (iii) INR 4000/- (Rupees Four Thousand) as the share of H. Yashwantha Shenoy and (iv) INR 1000/- (Rupees One Thousand) as the share of K.N. Yellappa for carrying on the business real estate, construction, development, buying and selling of immovable properties. Further, (i) M.S. Mahadevaiah contributed the land in (a) Survey No. 45 measuring 3 Acres 7 Guntas, (b) Survey No. 128 measuring 2 Acres 7 Guntas, and (c) Survey No. 129 measuring 1 Acre 35 Guntas (ii) Yeshwanth Shenoy has contributed the land in (a) Survey No. 42/4 measuring of 2 Acres, (b) Survey No. 44 measuring 1 Acre 5 ½ Guntas (c) Survey No. 127 measuring 1Acre 22 Guntas and (iii) K.N. Yellappa has contributed Survey No. 44 measuring 1 Acres 5 ½ Guntas, in the said firm.

38. We have perused a copy of the Acknowledgement of Registration of Firm issued by the Registrar of Firms, Karnataka which bears out that the partnership firm under the name **'Century Silicon City'** has been registered in the Register of Firms as No. 197/2007-08 as on 19.4.2007.

39. We have perused a copy of the Deed of Retirement & Reconstitution of Partnership dated 07.08.2007 which bears out that P. Ashwin Pai was retiring from the firm and Century Real Estate Holdings Private Limited was made a new partner with 97% stake in the firm, and the existing partners namely, (i) M.S. Mahadevaiah, (ii) H. Yashwantha Shenoy and (iii) K.N. Yellappa each holding 1% stake in the firm. In the said deed P. Ashwin Pai declared that he has not contributed any immovable property to the firm.

40. We have perused a copy of the Reconstitution of Partnership Deed dated 1.8.2015 which bears out that Century Joint Developments Private Limited has been admitted as a new partner to the firm and the profit and loss shared between the partners are details below:

Name of the Partner	**Share in Profit or Loss**
Century Joint Developments Private Limited	96%
Century Real Estate Holdings Private	1%

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Limited	
M.S. Mahadevaiah	1%
Yeshwanth Shenoy	1%
K.N. Yellappa	1%
Total	**100%**

41. We have perused a copy of the Certificate of Incorporation dated 16.05.2023 which bears out that the partnership firm, Century Silicon City has been converted to a private limited company under the name Century Silicon City Private Limited.

REVENUE RECORDS AND ENDORSEMENTS:

42. Revision Settlement Akarband in respect of land bearing Survey No. 43 which indicates that the entire extent is 7 Acres 4 Guntas comprising no kharab.

43. Further, we have not been provided with the Revision Settlement Akarband issued in respect of the land bearing Survey No. 43/3. However, we have been provided with the endorsement bearing No. RTICR:18/2016-17 dated 28.05.2016 issued by Public Information Officer and Tahsildar, Bangalore East Taluk to the effect that the Survey No. 43/3 is a kharab and the extract of Revision Settlement Akarband, Hissa Survey Tippany, Tippany and RR Balabaghada Nakalu are not available and the same cannot be provided.

44. The Village map of Munnekolala village indicates the location of land bearing Survey No. 43 in the said village. Further we note the Tippany issued in respect of the land in Survey No. 43/3 reflects the shape of the land.

45. We have perused a copy of the Endorsement bearing No. LRF 79(A)(B):71/1996-97 dated 19.08.1996 issued by the Tahsildar, Bangalore South Taluk which bears out that no proceedings have been filed in respect of Survey No. 43/3under the provisions of Section 79A, 79B of the Karnataka Land Reforms Act, 1961.

46. We have perused a copy of Endorsement dated 23.5.2011 in No. LRF 238 of 2011-12 issued by the Tahsildar, Bengaluru East Taluk which bears out that no applications have been made under Section 48A of the Karnataka Land Reforms Act, 1961 in respect of Survey No. 43/3.

47. We have perused a copy of the Endorsement dated 26.11.2011 in No. MAH: CR: 106 of 2011-12 issued by the Assistant Commissioner's Office, Bengaluru North Taluk

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which bears out that no proceedings have been filed in respect of the land in Survey No. 43/3 under Sections 79(A) & 79(B) of the Karnataka Land Reforms Act, 1961.

48. We have perused a copy of the Endorsement dated 24.6.2015 bearing No. PTCL.CR: 389/2015-16 Assistant Commissioner's Office, Bengaluru North Taluk which bears out that no proceedings have been filed in respect of the land bearing Survey No. 43/3 under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

ACQUISITIONS AND APPROVALS:

49. We have perused a copy of the Endorsement bearing No. Bangalore/LAQ-2//2003-04 dated 25.07.2003 issued by the Special Land Acquisition Officer, Karnataka Industrial Areas Development Board which bears out that Survey No. 43/3 measuring 2 Acres has not been acquired or notified for acquisition for any of its project.

50. We have perused a copy of the Endorsement bearing No. KHB:LAD/689/2015-16 dated 14.01.2016 issued by the Special Land Acquisition Officer, Karnataka Housing Board, stating that the lands situated at Munnekolal Village have not been acquired or notified for acquisition for any of its projects.

51. We have perused a copy of the Endorsement bearing No. BDA/LAO/End.V:1243:2003-04 dated 26.09.2003 issued by the Land Acquisition Officer, Bangalore Development Authority, Bengaluru which bears out that the land bearing Survey No. 43/3 has not been acquired or notified for acquisition for any of its projects.

52. We have perused a copy of the Land Acquisition Officer, National Highway Authority, Bengaluru has also issued an Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/276/15-16 dated 22.01.2016 which bears out that the land bearing Survey Nos. 42/4, 43/and 44 of Munnekolal Village are not notified for acquisition for any of its project.

53. We have perused a copy of the Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, and the Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Joint Director Town Planning, (JDTP), Bruhat Bengaluru Mahanagara Palike, which bears out that permission was accorded for the construction of the residential and commercial buildings over the land bearing PID No. 2796/Sy Nos. 128, 129,45, 44, 127, 42/4 & 43/4. The said sanction plan is valid for a period of two years.

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Sl. No.	Block	Use	No. of Floors	Built-up area (in sq. mts.)
1.	Block 1 (Resi)	Residential	3B+ 1G+ 13 UF	130690.88
2.	Block 2 (Resi)	Residential	1G + 13 UF	18908.62
3.	Block 3 (Resi)	Residential	1G + 13 UF	35704.52
4.	Block 4 (Com)	Commercial	3B + 1G +7UF	70362.98
5.	A (Club House 1)	Residential	1 G+ 3 UF	2312.26

Note: *We have not been furnished with the copies of the following:*

a) Commencement Certificate
b) No Objection Certificate issued by the Pollution Control Board.

54. We have perused a copy of the No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the residential building consisting of 3 buildings i.e., (i) Building 1 comprising of (a) Tower 1 & 2 - each with 3 common basements, ground & 13 upper floors (b) Tower 3 – 3 common basements, Ground & 12 upper floors and (c) Club House – 3 common basements, Ground and 3 Upper Floors (ii) Building 2 comprising of (a) Tower 4, 5 & 6 – Each with 3 Common Basements, Ground & 13 upper floors and (b) Club House – 3 Common basements & Ground Floor and (iii) Building 3 comprising of Tower 7 & 8 – each with 3 common basements, ground & 13 upper floor, with a total built-up area of 2,32,875.384 square meters.

55. We have perused a copy of the No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services, which bears out that permission was accorded for the construction of the commercial building consisting of 1 building with 02 Towers, i.e., (i) Tower A comprising of common basement - 2, common basement -1, Ground and 7 upper floors. (ii) Tower B comprising of Basement – 3, common basement -2, common basement – 1, Ground & 7 upper floors, with a total built-up area of 70,406.060 square meters.

LAND CONVERSION AND LAND USAGE:

56. The Special Deputy Commissioner, Bangalore District, has issued Official Memorandum bearing No. B. Dis. ALN.SR.(SA) 425/1997-98 dated 28.04.1997 under Section 95 of the Karnataka Land Revenue Act, 1964 granting permission to use Survey No. 43/3 measuring 2 Acres for non-agricultural residential purposes.

57. Vijay Kumar made an application to convert the Survey No.43/3 from agricultural use to non-agricultural residential use. The Deputy Commissioner vide the Official Memorandum bearing No. BDS. ALN.(E) VB.SR.92/2004-05 dated 28.06.2004

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granted permission to use Survey No. 43/3 measuring 2 Acres for non-agricultural residential purpose under Section 95 of the Karnataka Land Revenue Act, 1964. Entry No. MR 18 of 2004-05 made in the Mutation Register records the aforementioned conversion order.

58. We note from Master Plan- 2015 of Bangalore Development Authority, that the land bearing Survey No. 43 situated at Munnekolalu Village is classified as 'Residential' zone. We observe that a 'Primary Urban Road' is passing on the northern side and 'Major Urban Road' passing through Survey No. 43. Further we note that Survey No. 43 lies in Transport and Utilities Perimeter.

KHATA AND PROPERTY TAX:

59. M/s Century Silicon City has applied for the amalgamation of khatas of the land bearing Survey Nos. 42/4 measuring 2 Acres (Municipal No. 85), 44 measuring 2 Acres 9 Guntas (Municipal No. 47), 45, 128 & 129 measuring 7 Acres 9 Guntas (Municipal No. 48), 127 measuring 1 Acre 22 Guntas (Municipal No. 49) and 43/3 measuring 2 Acres (Municipal No. 86) to the BBMP. In this regard, we note the Amalgamation Deed dated 08.06.2016 executed by M/s Century Silicon City (owner of Survey Nos. 42/4, 44, 45, 128,129) and K. Vijaya Kumar (owner of survey No. 43/3 measuring 2 Acres) whereunder the parties have agreed to amalgamate the khata of the properties to form a single block with common boundary totally measuring 15 Acres 2 Guntas all situated at Munnekolal Village and to obtain a single amalgamated khata for the purposes of development

60. Pursuant thereto, BBMP has issued Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 under Section 147 of the Karnataka Municipal Corporations Act, 1976 whereunder khatas of the aforementioned lands have been amalgamated and all other municipal numbers assigned to the other lands have been cancelled in the books of BBMP and Municipal No. 48 (Sl. No. 2796) has been retained for the land bearing Survey Nos. 42/4, 44, 45, 127, 128, 129/1 & 43/3 totally measuring 15 Acres. We further note from the aforementioned special notice that an amount of Rs. 1,51,81,228/- has been levied as betterment charges and M/s Century Silicon City has paid a sum of Rs. 50,60,410/- and balance sum of Rs. 1,01,20,818 is pending and M/s Century Silicon City has undertaken to pay the same in two installments. Non payment of the aforementioned amount would result in the cancellation of the khata.

61. We have been provided with the Khata Certificate dated 12.08.2016 and House and Vacant Land Register dated 18.08.2016 both issued by the Assistant Revenue Officer, Bruhat Bengaluru Mahanagara Palike reflects M/s. Century Silicon City and K. Vijaya Kumar as the joint owners of the land bearing Survey Nos. 127,128,129, 44, 45, 42/4, 43/3 bearing Khata No. 2796 Municipal No. 48 measuring an extent of 15 Acres.

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62. We have perused a copy of the Betterment charges receipt dated 16.06.2025 issued by the BBMP, which bears out that the improvement charges/betterment charges have been paid in the name of Century Silicon City.

63. We have perused a copy of the E-Katha Certificate dated 08.07.2025 which bears out that the lands in (i) Survey No. 128, (ii) Survey No. 129, (iii) Survey No. 45, (iv) Survey No. 44 (v) Survey No. 127 (vi) Survey No. 42/4 (vii) Survey No. 43/3 have been amalgamated and the assigned with Municipal No. 48, and EPID No. 1689628497 totally admeasuring 60703 square meters, registered in the name of Century Silicon City.

64. We have perused a copy of the Tax paid receipt dated 25.07.2025 which bears out that the property taxes in relation to the property bearing PID No. 2796, 128, 129, 45, 44, 127, 42/4, 43/3/48 have been paid for the year 2025-26, by M/s. Century Silicon City.

LITIGATIONS:

O.S NO. 10252/1997

65. The children of Late Muniyamma (i) Muniraju, (ii) Krishnamma, (ii) Rathnamma, and (iv) Sharadamma (Plaintiffs) have filed original suit bearing O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore against Yeshwanth Shenoy (son of H.V. Shenoy), Yellamma (wife of Yellappa) and Pachamma (daughter of Kuppa) seeking for partition of 1/3rd share in the joint family properties of Kuppa including Survey No.43/3 and to set aside and cancel the Sale Deed dated 06.06.1988.

66. The Plaintiffs contended that the Survey No. 43/3was the joint family property of Kuppa. After his demise, his daughters viz., Papamma, Pachamma and Muniyamma have inherited the property. The conveyance of Survey No. 43/3 by Yellamma, Pachamma, Muniyamma to Yeshwanth Shenoy vide the Sale Deed dated 06.06.1988 was not possible because Muniyamma had demised on 20.07.1980 i.e., much prior to the execution of the sale deed. Further, they contend that Yellamma was stranger to Kuppa and have no right and title to convey the property. Hence the suit.

67. The Defendant (i.e., Yeshwanth Shenoy) contends that the Survey No. 43/3was held by Kuppa and after his demise the revenue records reflected the names of Yellamma, Pachamma and Muniyamma. Yellamma is the wife of Yellappa and Pachamma and Muniyamma are the daughters of Kuppa. Yellamma, Pachamma and Muniyamma jointly conveyed the Survey No. 43/3to Yeshwanth Shenoy under the Sale Deed dated 06.06.1988. further contends that he has paid the conversion fee and got the land converted to non-agricultural use and has spent huge amount for development of the Property. He also contends that the Plaintiffs have no right, title and interest over the Property.

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The Hon'ble Court stated that Muniyamma was not alive at the time of execution of the Sale Deed dated 06.06.1988 and that she has not executed the sale deed. Hence plaintiffs were entitled for partition and separate possession in respect of 1/3rd share of the Property. In this regard, the Hon'ble Court vide an Order dated 28.09.2002 decreed the suit and the separate enquiry shall be initiated Order 20 Rule 18 of Civil Procedure Code.

68. Being aggrieved by the Order dated 28.09.2002, Yeshwanth Shenoy preferred an appeal vide Regular First Appeal bearing No. 147 of 2003 before the High Court of Karnataka, Bangalore against Muniraju, Krishnamma, Rathnamma, Sharadamma, Yellamma and Pachamma. The High Court vide the Order dated 10.11.2004 passed that the appeal is dismissed as withdrawn.

O.S. 16141/2004

69. Mahadevaiah filed an original suit bearing O. S 16141/2004 before the Preliminary City Civil & Sessions Judge against Pachamma, Venkatesh, Papamma, Rajappa, Krishnamma, Rathnamma, Muniraj, Yellamma, Shanthamma, Shekar, Abdul Raheem, Saira Banu and K. Vijay Kumar (as Defendants) seeking for specific enforcement of the contract for sale deed dated 15.11.2003 executed by Pachamma and others in favour of Abdul Raheem and Saira Banu and the Deed of Assignment executed by Abdul Raheem and Saira Banu in favour of Mahadevaiah and to direct the Defendants to execute the sale deed in favour of Plaintiff or his nominees after receiving the balance consideration.

70. An Order dated 27.04.2016 passed in O.S. 16141/2004 records that the said suit was compromised between M.S. Mahadevaiah and Panchamma and others (being Defendant 1 to 12) except K Vijaya Kumar vide the Compromise Petition dated 30.08.2005. However, the suit was continued between M. S. Mahadevaiah and K. Vijay Kumar which was subsequently compromised by way of Compromise Petition dated 27.04.2016. In view of the terms of compromise, the Plaintiff has waived, abandoned and relinquished his right which he may have acquired under the Agreement to Sell dated 15.11.2003, which was assigned in his favour vide Assignment Deed dated 28.02.2004. further the Plaintiff has waived, abandoned and relinquished his right, which has been acquired under the execution of the Sale Deed dated 02.09.2005 in favour of K. Vijaya Kumar and also confirm that K. Vijaya Kumar as the absolute owner of the Property.

The Plaintiff confirm the Joint Development Agreement dated 21.04.2016 and General Power of Attorney dated 21.04.2016 entered between K. Vijaya Kumar, M/s. Century Silicon City with M/s. H. M. Constructions for the development of the Property.

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O.S. 853/2009

71. During the pendency of suit bearing O. S 16141/2004, one Govindamma (daughter of Late Kuppa) and her children viz., Rathnamma, Venkatesh, Chinnamma and Yellappa (Plaintiffs) filed a suit for partition in O.S. No. 853/2009 against Pachamma and her children Rukkamma, Venkatesh, Papamma, Kanthamma, Rajappa, Krishnamma, Rathnamma, Muniraju, Sharada, K. Vijaya Kumar, and Mahadevaiah (Defendants) filed before the Court of the City Civil Judge, Bangalore seeking for partition of 1 /3rd share in the Survey No. 43/3by metes and bounds and to declare the Sale Deed dated 26.03.2004 (registered as Document No. 27125/2003-04) and Sale Deed dated 02.09.2005 (registered as Document No. 7379/2005-06) not binding on them.

72. The Plaintiffs states that Kuppa was granted Survey No. 43/3 vide the Grant Order dated 20.11.1931. Kuppa died intestate leaving behind his 4 daughters viz., Papamma, Pachamma, Muniyamma and Govindamma, who became the joint owner of the Property. Papamma died issueless. Muniyamma had children and are made party to the suit. The Plaintiff contends that the Defendants are the co-owners of the Survey No. 43/3and the defendants alone have no right, title and interest over the entire Property. The Plaintiffs and Defendants are in joint possession of the Survey No. 43/3and so far, no partition have been entered between themselves. The Plaintiff contends that the Survey No. 43/3 is the joint family property and neither the Plaintiff nor defendants alone can exercise their exclusive rights in the joint family property to lease, sell, mortgage the property without there being any partition amongst the family members, but the defendants alone have conveyed the land bearing Survey No. 43/3 to K. Vijaya Kumar under Sale Deed dated 26.03.2004 and to M.S. Mahadevaiah under the Sale Deed dated 02.09.2005. The said sale deeds are not binding the Plaintiff hence the suit.

73. The Court dismissed the suit with costs vide the Order dated 21.10.2014 stating that the Plaintiffs have failed to prove their relationship with Kuppa and their joint possession over the Survey No. 43/3as on date of the suit. Hence the court holds that the plaintiffs are not entitled for the reliefs claimed in the suit.

Regular First Appeal 1455/2016

74. Being aggrieved by the Order dated 21.10.2014, Govindamma and her children viz., Rathnamma, Venkatesh, Chinnamma and Yellappa (Plaintiffs) have preferred an appeal bearing RFA 1455/2016 before the High Court of Karnataka against Pachamma and others (including K. Vijaya Kumar and Mahadevaiah) (defendants) praying (i) to call for records in O.S. 853/2009 from the file of the XXXVIII Addl. City Civil & Session Judge, Bangalore; (ii) set aside the judgement and decree dated 21.10.2014. It is pertinent to note that the said appeal is still pending.

Note: *We note from the online portal that the appeal is still pending.*

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Regular Appeal 89/2016-17

75. One Govindamma (daughter of Late Kuppa) filed an appeal under Section 136(2) of Karnataka Land Revenue Act, 1964 vide RA 89/2016-17 against the Tahsildar, K. Vijaya Kumar and M/s. H. M. Constructions before the Assistant Commissioner, Bengaluru North Sub- Division praying to set aside the Entry Nos. MR 1 of 2001-02, MR 60 of 2002-03, MR 60 of 2002-03 and MR 18 of 2004-05 and to direct Tahsildar to effect mutation, khata, RTC and other necessary entries jointly in favour of Govindamma, Pachamma and the legal heirs of Late Muniyamma.

76. The Assistant Commissioner has passed an Order dated 08.03.2019 stating that there is no illegality in acceptance of the impugned Entry Nos. MR 1 of 2001-02, MR 60 of 2002-03, MR 60 of 2002-03 and MR 18 of 2004-05 issued in respect of the Property, hence dismissed the appeal.

O.S No. 1600/2013

77. The grand daughters of Pachamma viz., Rani and Anjali (both daughters of Papamma) have filed partition suit against Pachamma, Venkatesh, Papamma, Rajappa, Krishnamma, Rathnamma, Muniraju, Abdul Raheem, Saira Banu, Vijay Kumar and M. S. Mahadevaiah before the City Civil Court, Bangalore seeking for permanent injunction and separate possession of 5/6th share to the Plaintiffs and also to declare that the sale deed executed in favour of K. Vijaya Kumar on 26.03.2004 and in favour of M. S. Mahadevaiah on 02.09.2005 are null and void and are not binding on the Plaintiffs. However the suit was dismissed vide the Order dated 18.11.2015.

Com A.S. No. 32 of 2020

78. We have been provided with the Memorandum of Appeal filed by M/s H M Constructions and the objections filed by Defendant No. 1 i.e., M/s Century Silicon City, for specific performance. The Plaintiff herein submits as follows:

    a. The Plaintiff submits that the Defendant No. l had sought for a relief of Permanent Injunction restraining the Plaintiff herein from interfering with the alleged peaceful possession and enjoyment of the claim suit schedule property. In the said proceedings, the Plaintiff apart from resisting the claim of the Defendant No. l had also raised a counterclaim seeking various reliefs.

    b. Joint Development Agreement dated 28.12.2004 was entered between H. Yeshwanth Shenoy, K. N. Yellappa, M. S. Mahadevaiah, ("Owners") and P, Dayananda Pai, the Confirming Party and M/s. H.M. Constructions, the Developers. Confirming Party agreed to convey to the Plaintiff or their

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nominees an undivided 77.5% share in the suit schedule property. Under the JDA it is mentioned Plaintiff shall pay refundable deposit of Rs.4,45,00,000/- to the Confirming Party as consented by the Owners.

c. In the meanwhile, the Owners of the land and P. Dayananda Pai brought to the notice of the Plaintiff that the three owners M. S. Mahadevaiah, H. Yeshwanth Shenoy and K. N. Yellappa entered into a partnership with P. Ashwin Pai, under a Deed of Partnership dated 21.03.2007 under the name "Century Silicon City".

d. M/s Century Silicon City entered into an unregistered Joint Development Agreement dated 10.11.2011 with M/s H M Constructions, to construct and undertake a mixed development comprising of residential apartments and commercial development. The parties had agreed to share revenue generated from the project in the ratio of 29% to the M/s Century Silicon City and balance 71% to M/s H M Constructions.

e. The Plaintiff further submits that it is specifically mentioned that if the delay in completing the Phase-I development on the suit schedule property is due to any defect in title, Defendant No. l shall compensate the Developers (Plaintiff) for the period the Developers are unable to carry on construction. The reason for delay in commencing the developmental work is because of the defect in title which Defendant No. l has to make good.

f. Meanwhile, Defendant No. 1 issued a legal notice dated 24.10.2017 terminating the Joint Development Agreement dated 10.11.2011. Reply dated 27.11.2017 was sent by the Plaintiff to the aforesaid legal notice countering the allegations.

g. Further, the Hon'ble Arbitration Tribunal by its award dated 11.12.2019 rejected the claim of Defendant No. 1, while allowing the counterclaim in part. The Plaintiff submits that they filed a counter claim statement and had sought 7 reliefs (i.e., a to g as stipulated in Memorandum of Appeal) for before the Arbitral Tribunal. Further submits that so far as the question of the reliefs sought for under the counter claim was concerned, only reliefs (a) (d) were granted. The claim of the Defendant No. l was dismissed in entirety and injunction was granted in favour of the Plaintiff as sought for in so far as relief (d) was concerned.

h. The reliefs sought for under (b), (c), (e) and (f) are concerned, the same were not granted by the Tribunal. The Plaintiffs being aggrieved by that portion of the Award dated 11.12.2019 passed by the Tribunal comprising of Defendants

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2 to 4, the Tribunal has declined to grant the relief of declaration and mandatory injunction and in holding that the Plaintiff is not entitled for the relief of specific performance of the Joint Development Agreement and other reliefs has preferred the present application/suit under Sec.34 of the Arbitration and Conciliation Act.

79. In reply to the contentions of the Plaintiff, the Defendant No. 1 has raised the following objections:

a. Defendant No. 1 submits that, the averments made by the Plaintiff is misleading and imaginary. The very fact that the said Joint Development Agreement dated 28.12.2004 does not recite any of the background referred by the Plaintiff and makes it clear that the parties had entered into a fresh agreement in the form of joint development and all the previous agreements were superseded by the 2011 agreement.

b. Joint Development Agreement [JDA] dated 10.11.2011, which is the only agreement which is the subject matter of the dispute, and no other agreements can be looked into for the purpose of adjudicating the dispute. Further, the Plaintiffs are making false allegations and claims to hide their delay and inability to develop the suit schedule property. The notice dated 24.10.2017 was issued terminating the JDA and all authorizations granted to Plaintiffs and Defendant No. 1 was entitled to do so. The reply given by Plaintiffs was based on baseless and imaginary assumptions.

c. The ruling of the Arbitral Tribunal (Tribunal) that as the unregistered JDA is unenforceable and Plaintiff cannot enforce any right arising out of such unregistered JDA is based on settled principles of law and hence challenging the same is futile and an effort to drag and delay. Thus, sought for dismissal of the Section 34 petition.

80. We have perused a copy of the Memorandum of Compromise petition filed by Plaintiff and Defendant No.1, which bears out that the said Plaintiff and Defendant No. 1 have agreed to settle the disputes in terms of the Settlement Agreement dated 15.06.2023 (detailed below). In view of the same the said Com. A.P. No. 32/2020 was disposed off in terms of the compromise petition as evidenced from the Order sheet dated 15.06.2023. Further we note that the Hon'b1e Court has ordered to draw decree in terms of the said compromise.

81. We have perused a copy of the Settlement Agreement dated 15.06.2023 executed between Century Silicon City Private Limited, K. Vijay Kumar and H.M.

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Constructions, which bears out that the parties have agreed to settle their disputes and that Century Silicon City Private Limited shall undertake to develop the land in Survey No. 43/4 along with other lands.

C.M.P. No. 240 of 2020:

1. M/s Century Silicon City (**Petitioner**) has sought this Hon'ble High Court of Karnataka to appoint an Arbitrator from the side of the M/s H.M. Constructions (**Respondent**) so that the Arbitrator appointed by the Petitioner and the Arbitrator appointed by this Hon'ble Court can together appoint the third Arbitrator to arbitrate the dispute between the Petitioner and the Respondent. In this regard we have been provided with the Memorandum of Civil Miscellaneous Petition and the Statement of objections by the Respondent.

2. The Respondent also submits that since the arbitration clause is already invoked and the adjudication relating to the same is still pending, fresh arbitral proceedings cannot be invoked as the cause of action being urged under the instant petition was available even when the old arbitration was being contested. They further urge that the prayer which was available to the Petitioners when the previous arbitral proceedings were pending, cannot be agitated in a separate proceeding as barred under Order II Rule 2 of the Code of Civil Procedure, 1908. Accordingly, they have sought for dismissal of the Civil Miscellaneous Petition filed by the Petitioners.

3. It is observed that the aforesaid Petitioner filed a Memo on 16.06.2023 stating that the parties to the said suit have arrived at a settlement and prayed before the High Court to dismiss the petition as withdrawn. Accordingly, the Hon'ble High Court vide its Order dated 16.06.2023 dismissed the said C.M.P. No. 240 of 2020 as withdrawn.

ENCUMBRANCES AND MORTGAGES/CHARGES:

82. Encumbrance Certificate issued in respect of the land bearing Survey No. 43/3 for the period from 15.02.1937 to 14.02.1957, 01.04.1940 to 14.02.1957, 15.02.1957 to 31.03.1980, 01.04.1980 to 22.08.1996, 22.08.1996 to 20.10.1997, 01.04.1997 to 24.08.1998, 25.08.1998 to 28.06.2002, 28.06.2002 to 26.03.2003, 27.03.2003 to 26.10.2003, 26.10.2003 to 31.03.2005, 01.04.2005 to 08.08.2005, 08.08.2005 to 03.10.2008, 01.04.2004 to 21.12.2015, 21.12.2015 to 10.12.2016, 10.05.2016 to 11.09.2017, 11.09.2017 to 25.02.2021 and for the period 01.04.2012 to 05.03.2023 reflects all the relevant transaction detailed above.

83. We have perused a copy of the Encumbrance Certificate for the period 09.03.2023 to 05.06.2023 which bears out nil encumbrances in relation to Survey No. 43/3.

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84. We have perused a copy of the Encumbrance Certificate for the period 08.01.2023 to 08.01.2024 which bears out the entry Debenture Trust Deed dated 12.12.2023, registered as Document No. 8213/2023-24, executed by Century Silicon City in favour of IDBI Trusteeship Limited.

85. We have perused a copy of the Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24, which bears out that IDBI Trusteeship Services Limited, released the charge created over the said land in favour of Century Silicon City Private Limited and Century Joint Developments Private Limited.

86. We have perused a copy of the Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25, which bears out that Century Silicon City Private Limited mortgaged the said land in favour of Catalyst Trusteeship Limited.

Note: The said mortgage is still pending

87. We have perused a copy of the Encumbrance Certificate for the period 31.03.2024 to 16.07.2024 which bears out nil encumbrances in relation to the land in Survey No. 43/3.

88. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 13.11.2024 which bears out nil encumbrances in relation to the land in Survey No. 43/3.

89. We have perused a copy of the Encumbrance Certificate for the period 05.01.2024 to 31.03.2024 which bears out nil encumbrances in relation to the land in Survey No. 43/3.

90. We have perused a copy of the Encumbrance Certificate for the period 01.04.2024 to 31.07.2025 which bears out nil encumbrances in relation to the land in Survey No. 43/3.

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CONCLUSION:

Based on the documents furnished and subject to our observations made above, and subject to the Regular First Appeal in No. 1455/2016, we are of the opinion that:

(i) Century Silicon City Private Limited is the owner of the Survey No. 43/3 measuring 2 acres, (excluding an extent of land conveyed to BBMP towards widening of Kundalahalli Junction Underpass as detailed in para 28 and 29).

(ii) Subject to the mortgage created in favour of Catalyst Trusteeship Limited.

MANJUNATHA. J
Advocate
Bangaluru

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SCHEDULE OF PROPERTY:

All that piece and parcel of immovable property being land bearing Survey No. No.43/3 measuring 2 Acres situated at Munnekolalu Village, Varthur Hobli, Bangalore East Taluk and bounded on its:

East	:	Property bearing Survey No. 43;
West	:	Property bearing Survey No. 42/4;
North	:	Bangalore Varthur Road;
South	:	Property bearing Survey Nos. 44P, 127 and 128;

Boundaries are as per the Joint Development Agreement dated 21.04.2016.

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ANNEXURE-A

DOCUMENTS EXAMINED

No.	Particulars
1.	Index of Lands issued in respect of Survey No. 43/3 situated at Munnekolalu Village, Varthur Hobli, Bangalore East Taluk;
2.	Record of Rights, Tenancy and Crop Inspection (**RTC**) issued in respect of the land bearing Survey No. 43/3 measuring 2 Acres for the years 1967-68 to 1971-72, 1977-78 to 1981-82, 1982-83 to 1987-88, 1988-89 to 2000-01, 2001-02 to 2006-07 and 2019-20;
3.	Endorsement bearing No. RK CR 232/96-97 dated 20.12.1996 issued by the Tahsildar, Bangalore South Taluk;
4.	Sale Deed dated 04.04.1960, registered as Document No. 34 of 1960-61 of Book I, Volume 167 at Pages 150 to 152 in the office of Sub Registrar;
5.	Sale Deed dated 13.05.1968, registered as Document No. 767 of 1968-69 of Book I, Volume 702 at Pages 198 to 200 in the office of the Sub Registrar;
6.	Inheritance Certificate in IHC No. 1 of 1980-81
7.	Entry No. RR 1008 made in the Record of Right;
8.	Death Certificate of Muniyamma;
9.	Sale Deed dated 06.06.1988, registered as Document No. 854 of 1990-91 of Book I, Volume 3262 at Pages 149 to 152 in the office of Sub Registrar;
10.	Entry No. MR 2 of 1990-91 made in the Mutation Register;
11.	Order dated 03.07.2001 passed in the petition bearing No. K. SC ST: 47:99-2000 by the Assistant Commissioner, Bangalore North Taluk;
12.	Entry No. MR 1 of 2001-02 made in the Mutation Register;
13.	Order dated 15.03.2004 passed by the Deputy Commissioner in the appeal bearing No. SC ST(A) 48/2001-02;
14.	Sale Deed dated 20.11.2001, registered as Document No. 8382/2001-02 of Book I in the office of Sub Registrar;

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15.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14464/2003-04 stored in CD No. 119 in the office of the Sub Registrar;
16.	Sale Deed dated 11.12.2001, registered as Document No. 9365/2001-02 of Book I in the office of Sub Registrar;
17.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14468/2003-04 stored in CD No. 119 in the office of the Sub Registrar;
18.	Sale Deed dated 12.12.2001, registered as Document No. 9437/2001-02 of Book I in the office of Sub Registrar;
19.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14472/2003-04 stored in CD No. 119 in the office of the Sub Registrar;
20.	Sale Deed dated 12.12.2001, registered as Document No. 9433/2001-02 of Book I in the office of Sub Registrar;
21.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14476/2003-04 stored in CD No. 119 in the office of the Sub Registrar;
22.	Official Memorandum bearing No. PTCL/CR/100/2003-04 dated 06.03.2004 issued by the Special Deputy Commissioner;
23.	Unregistered Agreement to Sell dated 15.11.2003 executed by Pachamma and others in favour of Abdul Raheem and Saira Banu;
24.	Unregistered Agreement to Sell/ Assignment dated 28.02.2004 executed by Abdul Raheema and Saira Banu in favour of M. S. Mahadevaiah;
25.	Sale Deed dated 26.03.2004, registered as Document No. BAS-1-27125-2003-04 stored in CD No. BASD037 in the office of the Sub Registrar;
26.	Sale Deed dated 02.09.2005, registered as Document No. BAS-1-07379-2005-06 stored in CD No. BASD184 in the office of the Sub Registrar;
27.	Joint Development Agreement dated 21.04.2016, registered as Document No. HLS-1-00258-2016-17 stored in the CD No. HLSD131 in the office of the Sub Registrar;
28.	Amalgamation Deed dated 08.06.2016, HLS-1-00898-2016-17 stored in the CD

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	No. HLSD132 in the office of the Sub Registrar;
29.	Sale Deed dated 18.10.2019, registered as Document No. SHV-1-05041-2019-20 stored in CD No. SHV489 in the office of the Sub Registrar;
29A	Rectification Deed dated 19.10.2019, registered as Document No. SHV-1-05059-2019-20 stored in CD No. SHVD490 in the office of the Sub Registrar;
30.	Sale Deed dated 05.04.2021, registered as Document No. MDP-1-00102-2021-22 stored in CD No. MDPD822 in the office of the Sub Registrar;
31.	Revision Settlement Akarband in respect of land bearing Survey No. 43 situated at Munekolalu Village, Varthur Hobli, Bangalore East Taluk;
32.	Endorsement bearing No. RTICR:18/2016-17 dated 28.05.2016 issued by Public Information Officer and Tahsildar, Bangalore East Taluk;
33.	Village Map of Munekolalu;
34.	Tippany issued in respect of the Survey No. 43/3 situated at Munekolalu Village, Varthur Hobi, Bangalore East Taluk;
35.	Endorsement bearing No. LRF 79(A)(B):71/1996-97 dated 19.08.1996 issued by the Tahsildar, Bangalore South Taluk;
36.	Endorsement bearing No. Bangalore/LAQ-2//2003-04 dated 25.07.2003 issued by the Special Land Acquisition Officer, Karnataka Industrial Areas Development Board;
37.	Endorsement bearing No. KHB:LAD/689/2015-16 dated 14.01.2016 issued by the Special Land Acquisition Officer, Karnataka Housing Board;
38.	Endorsement bearing No. BDA/LAO/End.V:1243:2003-04 dated 26.09.2003 issued by the Land Acquisition Officer, Bangalore Development Authority, Bengaluru;
39.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/276/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority;
40.	Official Memorandum bearing No. B. Dis. ALN.SR.(SA) 425/1997-98 dated 28.04.1997 issued by the Special Deputy Commissioner;

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41.	Official Memorandum bearing No. BDS. ALN.(E) VB.SR.92/2004-05 dated 28.06.2004 issued by the Deputy Commissioner;
42.	Entry No. MR 18 of 2004-05 made in the Mutation Register;
43.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by BBMP;
44.	Khata Certificate dated 12.08.2016 issued by Bruhat Bengaluru Mahanagara Palike;
45.	House and Vacant Land Register dated 18.08.2016 issued by the Assistant Revenue Officer, Bruhat Bengaluru Mahanagara Palike;
46.	Copy of Plaint filed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;
47.	Copy of written statement filed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;
47A	Order dated 28.09.2002 passed by the City Civil Court in O.S. No. 10252/1997;
48.	Order dated 10.11.2004 passed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;
49.	Order dated 27.04.2016 passed in O.S 16141/2004 before the Preliminary City Civil & Sessions Judge;
50.	Compromise Petition dated 27.04.2016 in O.S 16141/2004 before the Preliminary City Civil & Sessions Judge;
51.	Copy of Plaint filed in O.S. No. 853/2009 before the Court of the City Civil Judge, Bangalore;
52.	Order dated 21.10.2014 passed in O.S.No. 853/2009 before the Court of the City Civil Judge, Bangalore;
52A	Memorandum of appeal filed in RFA 1455/2016 before the High Court of Karnataka;
53.	Order dated 08.03.2019 passed by the Assistant Commissioner in the Regular Appeal RA 89/2016-17;

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54.	Order dated 18.11.2015 passed in the O.S. 1600/2013;
55.	Encumbrance Certificate issued in respect of the land bearing Survey No. 43/3 for the period from 15.02.1937 to 14.02.1957, 01.04.1940 to 14.02.1957, 15.02.1957 to 31.03.1980, 01.04.1980 to 22.08.1996, 22.08.1996 to 20.10.1997, 01.04.1997 to 24.08.1998, 25.08.1998 to 28.06.2002, 28.06.2002 to 26.03.2003, 27.03.2003 to 26.10.2003, 26.10.2003 to 31.03.2005, 01.04.2005 to 08.08.2005, 08.08.2005 to 03.10.2008, 01.04.2004 to 21.12.2015, 21.12.2015 to 10.12.2016, 10.05.2016 to 11.09.2017, 11.09.2017 to 25.02.2021;
56.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
57.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike
58.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services
59.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services
60.	Letter dated 28.02.2004 bearing No. RD/126/LGB/2004
61.	Official Memorandum dated 06.03.2004 bearing No. PTCL/CR/100/2003-04
62.	Deed of Termination dated 27.03.2025 registered as Document No. 10129/2024-25 executed between Vilay Kumar and Century Silicon City Private Limited
63.	Deed of Termination dated 27.03.2025 registered as Document No. 1008/2024-25, executed between Vilay Kumar and Century Silicon City Private Limited
64.	Betterment charges receipt dated 16.06.2025 issued by the BBMP
65.	E-Katha Certificate dated 08.07.2025
66.	Tax paid receipt dated 25.07.2025
67.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024
68.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024
69.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024
70.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025
71.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.
72.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.

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ANNEXURE B

List of documents verified

No.	Particulars	Original / Certified Copy / Photocopy
1.	Index of Lands issued in respect of Survey No. 43/3 situated at Munnekolalu Village, Varthur Hobli, Bangalore East Taluk;	Photocopy
2.	Record of Rights, Tenancy and Crop Inspection (**RTC**) issued in respect of the land bearing Survey No. 43/3 measuring 2 Acres for the years 1967-68 to 1971-72, 1977-78 to 1981-82, 1982-83 to 1987-88, 1988-89 to 2000-01, 2001-02 to 2006-07 and 2019-20;	1967-68 to 1992-93 Certified Copy 1993-94 to 1999-2000 Photocopy 2000-01 to 2022-23 Certified Copy
3.	Endorsement bearing No. RK CR 232/96-97 dated 20.12.1996 issued by the Tahsildar, Bangalore South Taluk;	Photocopy
4.	Sale Deed dated 04.04.1960, registered as Document No. 34 of 1960-61 of Book I, Volume 167 at Pages 150 to 152 in the office of Sub Registrar;	Certified Copy
5.	Sale Deed dated 13.05.1968, registered as Document No. 767 of 1968-69 of Book I, Volume 702 at Pages 198 to 200 in the office of the Sub Registrar;	Certified Copy
6.	Inheritance Certificate in IHC No. 1 of 1980-81	Certified Copy
7.	Entry No. RR 1008 made in the Record of Right;	Photocopy
8.	Death Certificate of Muniyamma;	Photocopy
9.	Sale Deed dated 06.06.1988, registered as Document No. 854 of 1990-91 of Book I, Volume 3262 at Pages 149 to 152 in the office of Sub Registrar;	Certified Copy
10.	Entry No. MR 2 of 1990-91 made in the Mutation Register;	Certified Copy
11.	Order dated 03.07.2001 passed in the petition bearing No. K. SC ST: 47:99-2000 by the Assistant Commissioner, Bangalore North Taluk;	Certified Copy

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12.	Entry No. MR 1 of 2001-02 made in the Mutation Register;	Certified Copy
13.	Order dated 15.03.2004 passed by the Deputy Commissioner in the appeal bearing No. SC ST(A) 48/2001-02;	Certified Copy
14.	Sale Deed dated 20.11.2001, registered as Document No. 8382/2001-02 of Book I in the office of Sub Registrar; along with conversion sketch	Original
15.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14464/2003-04 stored in CD No. 119 in the office of the Sub Registrar;	Original
16.	Sale Deed dated 11.12.2001, registered as Document No. 9365/2001-02 of Book I in the office of Sub Registrar;	Certified Copy
17.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14468/2003-04 stored in CD No. 119 in the office of the Sub Registrar;	Original
18.	Sale Deed dated 12.12.2001, registered as Document No. 9437/2001-02 of Book I in the office of Sub Registrar;	Certified Copy
19.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14472/2003-04 stored in CD No. 119 in the office of the Sub Registrar;	Original
20.	Sale Deed dated 12.12.2001, registered as Document No. 9433/2001-02 of Book I in the office of Sub Registrar;	Certified Copy
21.	Deed of Cancellation of a Sale Deed dated 03.07.2003, registered as Document No. 14476/2003-04 stored in CD No. 119 in the office of the Sub Registrar;	Original
22.	Official Memorandum bearing No. PTCL/CR/100/2003-04 dated 06.03.2004 issued by the Special Deputy Commissioner;	Certified Copy
23.	Unregistered Agreement to Sell dated 15.11.2003 executed by Pachamma and others in favour of Abdul Raheem and Saira Banu;	Original
24.	Unregistered Agreement to Sell/ Assignment dated 28.02.2004 executed by Abdul Raheema and Saira Banu in favour of M. S.	Original

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	Mahadevaiah;	
25.	Sale Deed dated 26.03.2004, registered as Document No. BAS-1-27125-2003-04 stored in CD No. BASD037 in the office of the Sub Registrar;	Original
26.	Sale Deed dated 02.09.2005, registered as Document No. BAS-1-07379-2005-06 stored in CD No. BASD184 in the office of the Sub Registrar;	Original
27.	Joint Development Agreement dated 21.04.2016, registered as Document No. HLS-1-00258-2016-17 stored in the CD No. HLSD131 in the office of the Sub Registrar;	Certified Copy
28.	Amalgamation Deed dated 08.06.2016, HLS-1-00898-2016-17 stored in the CD No. HLSD132 in the office of the Sub Registrar;	Certified Copy
29.	Sale Deed dated 18.10.2019, registered as Document No. SHV-1-05041-2019-20 stored in CD No. SHV489 in the office of the Sub Registrar;	Certified Copy
29A	Rectification Deed dated 19.10.2019, registered as Document No. SHV-1-05059-2019-20 stored in CD No. SHVD490 in the office of the Sub Registrar;	Certified Copy
30.	Sale Deed dated 05.04.2021, registered as Document No. MDP-1-00102-2021-22 stored in CD No. MDPD822 in the office of the Sub Registrar;	Certified Copy
31.	Revision Settlement Akarband in respect of land bearing Survey No. 43 situated at Munekolalu Village, Varthur Hobli, Bangalore East Taluk;	Certified Copy
32.	Endorsement bearing No. RTICR:18/2016-17 dated 28.05.2016 issued by Public Information Officer and Tahsildar, Bangalore East Taluk;	Certified Copy
33.	Village Map of Munekolalu;	Photocopy
34.	Tippany issued in respect of the Survey No. 43situated at Munekolalu Village, Varthur Hobi, Bangalore East Taluk;	Certified Copy
35.	Endorsement bearing No. LRF 79(A)(B):71/1996-97 dated 19.08.1996	Photocopy

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	issued by the Tahsildar, Bangalore South Taluk;	
36.	Endorsement bearing No. Bangalore/LAQ-2//2003-04 dated 25.07.2003 issued by the Special Land Acquisition Officer, Karnataka Industrial Areas Development Board;	Photocopy
37.	Endorsement bearing No. KHB:LAD/689/2015-16 dated 14.01.2016 issued by the Special Land Acquisition Officer, Karnataka Housing Board;	Original
38.	Endorsement bearing No. BDA/LAO/End.V:1243:2003-04 dated 26.09.2003 issued by the Land Acquisition Officer, Bangalore Development Authority, Bengaluru;	Photocopy
39.	Endorsement bearing No. LAQ/NHAI/NH-7/RTI/CR/276/15-16 dated 22.01.2016 issued by the Land Acquisition Officer, National Highway Authority;	Photocopy
40.	Official Memorandum bearing No. B. Dis. ALN.SR.(SA) 425/1997-98 dated 28.04.1997 issued by the Special Deputy Commissioner;	Original
41.	Official Memorandum bearing No. BDS. ALN.(E) VB.SR.92/2004-05 dated 28.06.2004 issued by the Deputy Commissioner;	Original
42.	Entry No. MR 18 of 2004-05 made in the Mutation Register;	Certified Copy
43.	Special Notice bearing No. BBMP/SKA/KTR 104 of 2016-17 dated 15.07.2016 issued by BBMP;	Original
44.	Khata Certificate dated 12.08.2016 issued by Bruhat Bengaluru Mahanagara Palike;	Original
45.	House and Vacant Land Register dated 18.08.2016 issued by the Assistant Revenue Officer, Bruhat Bengaluru Mahanagara Palike;	Original
46.	Copy of Plaint filed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;	Photocopy
47.	Copy of written statement filed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;	Photocopy
47A	Order dated 28.09.2002 passed by the City Civil Court in O.S. No.	Certified Copy

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	10252/1997;	
48.	Order dated 10.11.2004 passed in O.S. No. 10252/1997 before the Court of City Civil Judge, Bangalore;	Certified Copy
49.	Order dated 27.04.2016 passed in O.S 16141/2004 before the Preliminary City Civil & Sessions Judge;	Certified Copy
50.	Compromise Petition dated 30.08.2005 in O.S 16141/2004 before the Preliminary City Civil & Sessions Judge;	Certified Copy
51.	Copy of Plaint filed in O.S. No. 853/2009 before the Court of the City Civil Judge, Bangalore;	Certified Copy
52.	Order dated 21.10.2014 passed in O.S.No. 853/2009 before the Court of the City Civil Judge, Bangalore;	Certified Copy
52A	Memorandum of appeal filed in RFA 1455/2016 before the High Court of Karnataka;	Photocopy
53.	Order dated 08.03.2019 passed by the Assistant Commissioner in the Regular Appeal RA 89/2016-17;	Certified Copy
54.	Order dated 18.11.2015 passed in the O.S. 1600/2013;	Photocopy
55.	Encumbrance Certificate issued in respect of the land bearing Survey No. 43/3 for the period from 15.02.1931 to 14.02.1957, 15.02.1937 to 14.02.1957, 01.04.1940 to 14.02.1957, 15.02.1957 to 31.03.1980, 01.04.1980 to 22.08.1996, 22.08.1996 to 20.10.1997, 01.04.1997 to 24.08.1998, 25.08.1998 to 28.06.2002, 28.06.2002 to 26.03.2003, 27.03.2003 to 26.10.2003, 26.10.2003 to 31.03.2005, 01.04.2005 to 29.05.2006 01.04.2005 to 08.08.2005, 08.08.2005 to 03.10.2008, 01.04.2007 to 27.04.2012, 01.04.2012 to 05.03.2023 and 09.03.2023 to 05.06.2023 01.04.2004 to 21.12.2015, 21.12.2015 to 10.12.2016, 10.05.2016 to 11.09.2017, 11.09.2017 to 25.02.2021;	Original and Photocopy
56.	Sale Deed dated 07.10.2023 registered as Document No. 13785/2023-24, of Book I, executed between K. Vijay Kumar in favour of Century Silicon City Private Limited.	Original
57.	Building License dated 29.08.2025 in License No. BBMP/CC/8707/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy

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58.	Sanction Building Plan dated 01.09.2025 in No. BBMP/Addl.Dir/JDNORTH/0009/25-26, issued by the Bruhat Bengaluru Mahanagara Palike	Photocopy
59.	No objection certificate dated 06.06.2025 in No. KSFES/GBC(1)/123, issued by the Karnataka State Fire and Emergency Services	Photocopy
60.	No objection certificate dated 09.01.2025 in No. KSFES/GBC(1)/122, issued by the Karnataka State Fire and Emergency Services	Photocopy
61.	Letter dated 28.02.2004 bearing No. RD/126/LGB/2004	Photocopy
62.	Official Memorandum dated 06.03.2004 bearing No. PTCL/CR/100/2003-04	Photocopy
63.	Deed of Termination dated 27.03.2025 registered as Document No. 10129/2024-25 executed between Vilay Kumar and Century Silicon City Private Limited	Photocopy
64.	Deed of Termination dated 27.03.2025 registered as Document No. 1008/2024-25, executed between Vilay Kumar and Century Silicon City Private Limited	Photocopy
65.	Betterment charges receipt dated 16.06.2025 issued by the BBMP	Photocopy
66.	E-Katha Certificate dated 08.07.2025	Photocopy
67.	Tax paid receipt dated 25.07.2025	Photocopy
68.	Encumbrance Certificate for the period 31.03.2024 to 16.07.2024	Photocopy
69.	Encumbrance Certificate for the period 01.04.2024 to 13.11.2024	Photocopy
70.	Encumbrance Certificate for the period 05.01.2024 to 31.03.2024	Photocopy
71.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2025	Photocopy
72.	Discharge Deed dated 06.10.2023 registered as Document No. 6283/2023-24 executed by IDBI Trusteeship Services Limited in favour of Century Silicon City Private Limited.	Photocopy
73.	Indenture of Mortgage dated 22.11.2024 registered as Document No. 11279/2024-25 executed by Century Silicon City Private Limited in favour of Catalyst Trusteeship Limited.	Photocopy