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LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No.55/6, situated at Hongasandra Village, Begur Hobli, Bangalore South
Taluk

January 20, 2025

To

Puravankara Limited

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

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FOREWORD

1. We are acting as legal advisors to Puravankara Limited ("**Client**") in connection with conducting a land due diligence in respect of all that piece and parcel of the Land (as defined below).
2. The contents of this Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client, without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.
3. The information in this Report is derived from a review of documents specified under **Annexure "A"** of this Report and information provided to us from time to time and up to 08.10.2024 ("**Available Documents**") in respect of the property.
4. The scope of this Report is limited to the identification of issues in relation to the title of Client to the property.
5. Our review for the purpose of this Report is subject to the following limitations:
 - (i) We have relied on the information and the contents mentioned in the Available Documents;
 - (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;
 - (iii) We have not carried out any physical inspection of the property; and
 - (iv) We have only examined issues pertaining to the ownership of NKP Developers LLP and key approvals from legal perspective as listed in the Report and have not examined issues pertaining to (i) approvals from statutory/ regulatory authorities for construction, development and/ or occupation of the property from a technical perspective (*this aspect generally forms part of technical due diligence which is to be separately undertaken by the Client*); (ii) business, regulatory and financial issues of the present or previous owners of the property; and (iii) other matters that do not directly affect ownership of the property.
6. Unless otherwise stated in this Report, this Report is based on the assumptions that:
 - (i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;



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- (ii) all signatures and seals on any documents submitted to us are genuine;
 - (iii) there have been no amendments or changes to the documents examined by us;
and
 - (iv) the legal capacities of all natural persons are as they purport it to be.
7. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.


Malini Raju
AZB & Partners
Bengaluru





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LAND DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land being portion of Survey No. 55/6 measuring 85,058 square feet or 4312 square meters out of 2 acres 11.4 guntas situated at Hongasandra Village, Begur Hobli, Bangalore South Taluk and having BBMP Katha 920/905/889 hereinafter referred to as **"Property"**.

Title Flow:

1. We have perused a copy of the Sale Deed dated 21.12.1964 and we note that Pilladasappa son of late Munivenkatappa has sold the northern portion of Survey No. 55/6 measuring 1 acre 8 Guntas of Hongasandra Village to N.S.K. Swamy son of T.S. Srinivasam. The said sale deed is registered as Document No. 4752 in Book-I, Volume – 494, at pages 69 to 72 in the office of the Sub-Registrar Bangalore South Taluk.
2. We have perused a copy of the Sale Deed dated 30.04.1965 and we note that Ramaiah (for self and as father and natural guardian for his minor children namely Nagaraju, Naraynappa and Prakashappa) son of late Munivenkatappa has sold the southern portion of Survey No. 55/6 measuring 1 acre 8 Guntas of Hongasandra Village to N.S.K. Swamy son of T.S. Srinivasam. The said sale deed is registered as Document No. 558 in Book-I, Volume - 494 in the office of the Sub-Registrar Bangalore South Taluk.
3. The recitals of the above sale deeds reflect that the land bearing Survey No. 55/6 measuring 2 Acres 16 Guntas was originally owned by Munivenkatappa. Pursuant to death of Munivenkatappa his sons namely Pilladasappa and Ramaiah effected a panchayath parikath. On such oral partition Pilladasappa and Ramaiah were equally allotted Survey No. 55/6 measuring 2 Acres 16 Guntas.
4. The RTC extracts issued for the period 1969-70 to 1979-80 record N.S.K. Swamy as the owner and occupant of Survey No. 55/6 measuring 2 Acres 16 Guntas situated at Hongasandra Village, Begur Hobli, Bangalore South Taluk (**"Survey No. 55/6"**).
5. On the review of the Sale Deed dated 15.04.1971 registered as Document No. 264/1971-72 in Book-I, Volume – 864, at pages 1 to 6 in the office of the Sub-Registrar Bangalore South Taluk we note that N.S.K. Swamy has sold Survey No. 55/6 to N.R. Gupta son of Banwarilal.
6. Pursuant to the Sale Deed dated 15.04.1971, the katha of the Survey No. 55/6 is transferred in the name of N.R. Gupta vide Mutation Register Extract bearing MR No. 1/1971-72.



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7. The RTC extracts issued for the period 1980-81 to 2005-06 record N.R. Gupta as the owner and occupant of Survey No. 55/6.
8. We have perused a copy of the Official Memorandum (Conversion Order) dated 07.09.1971 bearing No. ALN/SR/2053/1971-72, which bears out that an extent of 2 acres 16 guntas in Survey No. 55/6 and an extent of 1 acre 30 guntas in Survey No. 55/7 are converted from agricultural to non-agricultural industrial purposes.
9. RTC/pahani issued for the period 2006-07 to 2024-25 Survey No. 55/6 reflects that N.R. Gupta is owner and occupant for an extent of 2 acres 11.04 guntas and an extent of 4.12 Guntas has been acquired by National Highway Authority.
10. On the review of the Agreement of Sale dated 29.12.1971 registered as Document No. 5578/1971-72 in Book-I, at pages 61, volume 896 in the office of the Sub-Registrar Bangalore South Taluk we note that N. R Gupta had approached the City Improvement Trust Board seeking an approval for the formation of the industrial layout. The CITB vide Resolution No. 513 dated 27.10.1971 approved the plan based on the terms and condition detailed in the Agreement. We have given to understand that N. R Gupta has not acted upon the said plan therefore the said agreement and plan is redundant.
11. On the review of the Death Certificate of N.R. Gupta issued by the Register of Birth and Death we note that N.R. Gupta died on 13.07.2005.
12. On the review of the Family Tree of N.R. Gupta issued by the Village Account, Bangalore South Taluk and we note that N.R. Gupta (late) was married to Sarvan Kumari and they have four children namely (i) Mahendra Kumar Gupta, (ii) Pawan Kumar Gupta, (iii) Usha Gupta, (iv) Sabitha Jain.
13. On the review of the Death certificate of Sarvan Kumari issued by the Register of Birth and Death we note that Sarvan Kumari died on 27.09.2017.
14. On the review of the General Power of Attorney dated 23.01.2006, we note that Sarvan Kumari, Usha Gupta and Sabitha have authorized Mahendra Kumar Gupta as their attorney holder to do all acts, things and deeds including the power to purchase, lease, alienate, transfer or dispose on their behalf.
15. On the perusal of the Joint Development Agreement dated 30.07.2008 registered as Document No. BMH-1-02458/2008-09 in Book-I stored in CD No. BMHD352 in the office of the Senior Sub-Registrar office, Bhommahalli, Bangalore urban district we



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note that Mahendra Kumar Gupta along with others (“**Mahendra Kumar and others**”) with an intention to develop the Survey No. 55/6 measuring 2 acres 11.25 guntas along with other properties have entered into a development agreement with, Puravankara Limited (“**Developer**”).

16. From the Power of Attorney dated 30.07.2008 and registered as Document No. No. BMH-IV-184/2008-09 in Book-IV stored in CD No. BMHD352 in the office of the Senior Sub-Registrar office, Bhommnahalli, Bangalore urban district, we note that Mahendra Kumar and others have appointed the Developer as their attorney empowering them to develop the Survey No. 55/6 measuring 2 acres 11.25 guntas.
17. The said Joint Development Agreement dated 30.07.2008 has been canceled under a registered Cancellation Deed dated 28.11.2013 registered as Document No. 03566/2013-14 in Book-I stored in CD No. BMHD58 in the office of the Senior Sub-Registrar office, (BTM layout) Bangalore. Further we note that Power of Attorney dated 30.07.2008 registered as Document No. No. BMH-IV-184/2008-09 is also cancelled. The said Cancellation Deed confirms that no development activities were undertaken in Survey No. 55/6 measuring 2 acres 11.25 guntas.
18. We have perused a copy of the Commencement Certificate dated 17.09.2007 bearing No. CLU/756/06/2155/2007-08 issued by the Bangalore Development Authority which bears out that land in Survey No. 55/6 measuring 2 acres 16 guntas along with other survey numbers was earlier converted for Industrial purposes and now the said Puravankara Projects Limited (presently Puravankara Limited) was permitted to use the said land from industrial purposes to commercial use (office complex, IT, Hotel, Retail Shopping, entertainment). We understand that the Client is intending to undertake residential development on the Property. Given that the Property is in the mutation corridor in the Master Plan, residential development is permissible. Appropriate approval from the planning authority should be obtained for such development.
19. We have perused a copy of the Sale Certificate dated 27.03.2023 registered as Document No. 13941/2022-23 in the Office of the Sub-Registrar, Bommanahalli which bears out that immovable being portion of Survey No. 55/6 measuring 85,058 square feet or 4312 square meters out of 2 acres 11.4 guntas situated at Hongasandra Village, Begur Hobli, Bangalore South Taluk, hereinafter referred to as “**Property**” was conveyed in favour of NKP Developers LLP. Detailed DRT proceedings are captured in the litigation section.
20. NKP Developers LLP was registered with the Ministry of Corporate Affairs with LLP Identification No.ABZ-8594 on 18.01.2023 as seen from the Certificate of Incorporation.



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21. On the perusal of the Joint Development Agreement dated 29.08.2024 registered as Document No. BMH-1-07676/2024-25 in Book-I in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore urban district we note that NKP Developers LLP represented by its partners namely Khiwaram N, Pani Bai, Rita.K and Babitha K ("**Owner**") with an intention to develop the Property entered into a development agreement with, the Developer. The Joint Development Agreement inter alia provides the following:
- Developer undertakes to develop the land into a Multi storied residential apartment complex comprising of residential apartments.
 - The Developer is entitled to develop the said land either by themselves or assign the entire/overall development to any other contractor or developer with prior written consent of the Owner.
 - Developer to bear the entire cost of forming Multi storied residential apartment complex, including cost towards obtaining licenses, permissions, etc.
 - In consideration for the Developer constructing Multi storied residential apartment complex on the said land of the Owners, the Developer entitled to 65% of the revenue and the Owners entitled to 35% of the revenue from the sale of the project in terms of the Joint Development Agreement.
 - The Developer is entitled to borrow loans for the development of the Property against the security of the Developer's share of revenue.
22. We have perused a copy of the General Power of Attorney dated 29.08.2024, registered as Document No. BMH-4-00500/2024-25 in Book-IV in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore, wherein, the Owner has authorised and empowered Developer to enter into agreement of sale, to execute the sale deeds, to present the sale deeds before the concerned sub-registrar, mortgage, exchange and also to raise, borrow funds from banks, bankers, financial institutions, by creating mortgage/hypothecation to the extent with respect to the Property.

Litigation

23. We have perused a copy of the application, written statements, order sheet and judgement dated 15.09.2015 in OA No. 364 of 2008 before the Debts Recovery Tribunal, Bangalore ("**DRT Bangalore**"), which bears out that Canara Bank had filed an application against the Defendants – (1) M/s. Chamundi Industries Limited (2) Mahendra Kumar Gupta, (3) Pawan Kumar Gupta, (4) Usha, (5) Sabitha, and (6) Sarwan Kutiar. The Application filed in OA No. 364 of 2008 bears out that one N.R. Gupta along with his sons, Defendants No. 2 and 3 constituted a partnership firm under the name and style of M/s. Chamundi Steel Rolling Mills. It further bears out that the said partnership firm had availed loan



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facilities at Canara Bank. To avail such credit facilities, N.R. Gupta, *inter alia*, created mortgage over the immovable property bearing Survey No. 55/6, in favour of Canara Bank on 04.04.1994. The said partnership firm was later converted into the Defendant No. 1 company, and Defendant No. 1 took over the assets and liabilities of the said partnership firm. It further bears out that Canara Bank has filed the application in OA No. 364 of 2008 before the DRT for the recovery of the debt arising out of the credit facilities availed by the Defendant No. 1 company, and Defendant Nos. 2 to 6 were impleaded as parties to the application in the capacity of legal heirs of N.R Gupta, and Defendant Nos. 2 and 3 were impleaded in their additional capacity of Directors of Defendant No. 1 company.

24. The judgement dated 15.09.2015 bears out that the Defendants were held jointly, severally, and personally liable to repay Canara Bank a sum of INR 43,44,89,664.63/- (Rupees Forty Three Crores Forty Four Lakhs Eighty Nine Thousand Six Hundred and Sixty Four and Sixty Three Paise only) along with interest at the rate of 18.25% per annum, compounded monthly, failing which, Canara Bank was at liberty to sell the immovable property bearing Survey No. 55/6 and other movable properties mentioned in the application, in accordance with law.
25. We have perused a copy of the warrant of attachment of immovable property dated 05.06.2017 issued in TRC 491/2017 (DCP No. 10111) arising out of OA No. 364 of 2008 before the DRT, which bears out that the DRT had issued a recovery certificate bearing no. 10111 dated 16.07.2016 for the recovery of a sum of INR 218,00,04,871.33/- (Rupees Two Hundred and Eighteen Crores Four Thousand Eight Hundred and Seventy One and Thirty Three Paise only) and that the since the same was not paid, to attach the immovable property Survey No. 55/6.
26. We have perused a copy of the notice for settling a sale proclamation dated 05.06.2017 issued in TRC 491/2017 (DCP No. 10111) arising out of OA No. 364 of 2008 before the DRT, which bears out that in execution of Recovery Certificate No. 10111 dated 16.07.2016, the Recovery Officer has ordered the sale of immovable property bearing Survey No. 55/6.
27. We have perused a copy of the Sale Certificate dated 27.03.2023 registered as Document No. 13941/2022-23 in the Office of the Sub-Registrar, Bommanahalli which bears out that immovable property bearing Survey No. 55/6 was conveyed in favour of NKP Developers LLP



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28. We have perused a copy of the Complaint, order sheet, and judgement in OS No. 4969 of 2013 filed before the City Civil Court, Bangalore, which bears out that the (1) Prakash son of Late Ramaiah, (2) GR Govinda son of late Ramaiah, (3) Babu son of late Rukkamma and Yellappa, (4) Venkatesh son of late Rukkamma and Yellappa, (5) Govinda G.Y. son of late Rukkamma and Yellappa, and (6) Suresh son of late Rukkamma (“**Plaintiffs**”) filed a suit against– (1) Jayalakshamma wife of Late Nagaraj, (2) Sashikumar son of late Nagaraj, (3) Narayana son of late Ramaiah, (4) NSK Swamy son of Srinivasan, (5) Sarwan Kumari wife of late NR Gupta, (6) Usha Gupta daughter of late NR Gupta, (7) Sabita Jain daughter of late NR Gupta, (8) Mahendra Kumar Gupta, son of late NR Gupta, and (9) Pavan Kumar Gupta son of late NR Gupta (“**Defendants**”) seeking partition and separate possession of ½ share in the immovable property bearing Survey No. 55/6. It is noted that the Plaintiffs claim their right to their grandparents – late Munivenkatappa and late Lakshamma, after whose death the said property devolved to their children – Ramaiah and Pilladasappa.
29. It is noted from the judgement dated 03.01.2022 that the suit has been dismissed as the Plaintiffs have failed to prove that they have any right over the said property and have failed to disclose a cause of action in their pleadings or through evidence and due to the deficiency in payment of court fee. From an online case search, we note that the Plaintiffs in OS No. 4969 of 2013 have preferred an appeal before the High Court of Karnataka in RFA No.367 of 2022. On the review of the Order dated 18.09.2024 we note that the said RFA is dismissed for non-compliance.
30. We have perused a copy of the complaint, various applications, and order sheet in OS No. 2696 of 2023 filed before the City Civil Court, Bangalore by Vikram Gupta against NKP Developers LLP seeking declaration of the sale certificate dated 27.03.2023 with respect to the immovable property bearing Survey No. 55/6, as being null and void and not binding on the share of the Plaintiff. We note that the suit was dismissed as being withdrawn by the Plaintiff by way of order dated 20.06.2023. We have perused a copy of the order dated 20.06.2023 which bears out that the suit is withdrawn as Vikram Gupta intends to implead NKP Developers LLP as a party to another suit pending in OS No. 26129 of 2016.
31. We have perused a copy of the memorandum of writ petition, and order sheets in WP No. 10665 of 2023 filed in the High Court of Karnataka. It is noted that WP No. 10665 of 2023 was filed by Vikram Gupta challenging order dated 20.04.2023 in OS No. 2696 of 2023 where the court rejected the application filed by Vikram Gupta seeking stay against NKP Developers LLP from interfering in Vikram Gupta’s peaceful possession of the said property. We note that consequent to the withdrawal of OS No.2696 of 2023, WP



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No. 10655 of 2023 was disposed as having become infructuous by way of order dated 26.06.2023.

32. We have perused a copy of the Complaint, Written Statements of Defendant Nos. 6 and 9, various interlocutory applications and the Order Sheet in OS No. 26129 of 2016 filed before the City Civil Court, Bangalore (Mayo Hall Unit). We note that the suit is filed by the Plaintiffs – (1) Vikas Gupta son of late SS Gupta, (2) Sushant Gupta son of Mahender Kumar Gupta, (3) Anirudh Gupta son of Mahender Kumar Gupta against the Defendants – (1) Sarvan Kumari wife of late NR Gupta, (2) Usha Gupta, daughter of late NR Gupta, (3) Sapna Gupta, daughter of late SS Gupta, (4) Ekta Kohli daughter of late SS Gupta, (5) Sabita Jain daughter of late NR Gupta, (6) Mahender Kumar Gupta son of late NR Gupta, (7) Pavan Kumar Gupta son of late NR Gupta, (8) Chamundi Industries Limited, and (9) Canara Bank seeking partition and separate possession of the Survey No. 55/6, and other consequent reliefs. It is noted that the Plaintiffs claim the said property to be the joint family property of Plaintiffs and Defendants No. 1 to 7 and that the said property was encumbered in favour of the Defendant No. 9 bank without the consent of the Plaintiffs. It is also noted that the Plaintiffs claim that they were denied their rightful share in the said property by Defendants No. 6 and 7, when they sought partition of the property.
33. From a perusal of the order sheet in OS No. 26129 of 2016, it is forthcoming that the said suit has been withdrawn by the Plaintiff and accordingly the suit was dismissed as withdrawn on 21.09.2024.
34. We have perused a copy of the writ petition filed in the High Court of Karnataka in WP No. 18452 of 2023 by the Plaintiffs in OS No.26129 of 2016 against the order dated 20.07.2023 rejecting an application to implead NKP Developers LLP as a party to the said suit. We have also perused a copy of the Order dated 25.09.2024 passed in the said matter, which bears out that since the suit in OS No. 26129 of 2016 was dismissed as withdrawn on September 21, 2024, the prayer in WP No. 18452 of 2023 has also become infructuous and accordingly, the matter was disposed of.
35. We have perused a copy of the Complaint, Written Statement, order sheet, various memoranda, and other miscellaneous documents filed in OS No. 1050 of 2009, which bears out that the suit was filed by the Plaintiffs – 1. Sarwan Kumari wife of late NR Gupta, 2. Usha Gupta daughter of late NR Gupta, 3. Sabitha Jain daughter of late NR Gupta, against the Defendants – 1. Mahendra Kumar Gupta son of late NR Gupta, 2. Pavan Kumar Gupta son of late NR Gupta, and 3. Canara Bank seeking partition and separate possession of one-fifth share each in the land bearing Survey No. 55/6 and for



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restraining Canara Bank from alienating the said property. It further bears out that the Plaintiffs filed a memo dated 10.01.2014 stating that the matter was amicably settled outside of court and sought permission to withdraw the suit. Accordingly, it is noted from the order dated 10.01.2014 that the suit was dismissed as withdrawn.

Survey Records

36. On the review of the Village map of Hongasandra we note that Survey No. 55 is bounded on the east by Begur Road, on the west by Begur village boundary, on the north by Survey No. 56 and on the south by Survey Nos. 54, 53, 30 and 49.
37. On the perusal of the Hissa Survey Tippni of Survey No. 55 measuring 6 acres 24 guntas excluding 2 guntas of kharab we observe that the said survey number is subdivide into eight portions i.e Survey No. 55/1 to 55/8. Further, we note that Venkatappa is shown as the hissedar of Survey No. 55/6. Measuring 2 acres 5 guntas.
38. We have perused a copy of the Karnataka Revision Settlement Akarband in relation to Survey No.55/6 which bears out the total extent as 02 acres 16 guntas and the entire extent is shown as 'A' kharab. We note that the entire extent of Survey No. 55/6 measuring 02 acres 16 guntas has been converted on 07.09.1971.
39. The Atlas provided to us reflects that the Survey No. 55/6 is bounded on the east by Begur Road, on the west by Survey No. 55/5, on the north by Survey No. 55/7 and on the south by Survey Nos. 54, 53, 30 and 49.

Municipal Records

40. The Khata certificate issued by the Bruhat Bangalore Mahanagara Palike ("BBMP") which bears out that the khata with respect to Survey No.55/6 was registered in the name of NKP Developers LLP and was assigned new municipal No. 920/905/889.
41. The Khata extract issued by the BBMP for the period 2023-24 which bears out that the khata with respect to the Property was registered in the name of NKP Developers LLP.
42. We have perused the tax paid receipt for the year 2024-25 with respect to new municipal No. 920/905/889 paid by NKP Developers LLP.



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Mortgage deeds and Lease deeds

43. On the perusal of the Mortgage deed dated 03.05.1958 registered as Document No. 520/1958-59 in Book-I, volume 60 at page No. 25 in the office of the Sub-Registrar office Bangalore South Taluk we note that Ramaiah has mortgaged the land bearing Survey No. 55/6 measuring 1 acre 8 guntas to Madivala seva Sangha. Given the number of years lapsed the non availability of the discharge is not a concern.
44. On the perusal of the Lease Deed dated 17.03.1997 registered as Document No. 5341/1996-97 in Book-I, Volume No. 4356 at Pages 58 to 101 in the office of the Sub-Registrar Bangalore South Taluk we note that N.R. Gupta has leased the Survey No. 55/6 to Chamundi Industries Limited. The said Lease Deed is cancelled under a registered surrendered deed dated 17/10/2016 registered as Document No. BTM-1- 2761/2016-17 in Book-I, stored in CD No. BTMD 104 in the office of the senior sub-Registrar (BTM layout), Bangalore read with Rectification Deed dated 23.02.2017 registered as Document No. 4442/2016-17 in Book-I stored in CD No. BTMD 107 in the office of the Sub-Register.
45. We have pursued the Mortgage Deed dated 09.03.1972 we note Chamundi Industries Limited mortgaged the Survey No. 55/6, measuring 2 acres 16 guntas and other properties in favour of Karnataka State Financial Corporation , registered as Document No. 6894/1971-72 of Book I, volume 896 SF volume 37, in the office of the Sub-Registrar, South Taluk. Upon repayment of mortgage amount, the said mortgage has been discharged in favour of Chamundi Industries Limited by virtue of the Discharge Deed dated 23.11.1988. The said Discharge Deed is registered as Document No. 10543/1988-89 of Book I, volume -2958 at pages 122 to 126 in the office of the Sub-Registrar, Maluru.

Land Acquisition

46. We have been provided with the Letter dated 19.09.2023 bearing No. BMRCL/181/RTI/2023/264 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited, we note that Karnataka Industrial Areas Development Board (KIADB) has acquired a portions in Survey No. 55/6 measuring 88 square meters (0.86 Gunta) , for the purposes of metro rail project vide the Notification dated 07/07/2016, bearing No. CI 182 SPQ 2016.
47. We have been provided with the Letter dated 06.11.2023 bearing No. BMRCL/181/RTI/2023 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited, we note that KIADB has acquired a portions in Survey No.



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55/6 measuring 1461 square meters (14 Guntas) for the purposes of metro rail project vide the Notification dated 12/07/2016, bearing No. CI 183 SPQ 2016.

48. From the Notification dated 10.08.2006 bearing No. 1279(E) we note that an extent measuring 404 square meters in Survey No. 55/6 has been notified and acquired for Bangalore – Hosur section widening purposes. Subsequent to the said acquisition, the RTC/pahani issued for the period 2006-07 to 2024-25 records an extent of 4.12 Guntas has been acquired by the National Highway Authority.
49. As observed above, there is an area of 85,058 square feet or 4312 square meters in survey number 55/6 of Hongasandra village available for transaction.

Encumbrance certificates

50. Encumbrance certificate issued for the period 15.02.1957 to 31.03.2004 reflects the following transactions:-
- Mortgage deed dated 03.05.1958 registered as Document No. 520/1958-59.
 - Sale Deed dated 21.12.1964 registered as Document No. 4752.
 - Sale Deed dated 30.04.1965 registered as Document No. 558.
 - sale deed dated 15.04.1971 registered as Document No. 264/1971-72.
 - Agreement of Sale dated 29/12/1971 registered as Document No. 5578/1971-72.
 - Lease Deed dated 17.03.1997 registered as Document No. 5341/1996-97.
 - Mortgage Deed dated 09.03.1972 registered as Document No. 6894/1971-72.
 - Discharge Deed is registered as Document No. 10543/1988-89.
51. Encumbrance certificate issued for the period 01.04.2004 to 22.01.2017 and 25.06.2003 to 25.06.2024 reflects the following transactions:-
- Cancellation Deed dated 28.11.2013 registered as Document No. 03566/2013-14.
 - Joint Development Agreement dated 31.07.2008 registered as Document No. 02458/2008-09.
 - Cancellation Deed dated 28.11.2013 registered as Document No. 03566/2013-14
 - Lease Deed dated 18.10.2016 registered as Document No. 02761/2016-17.
 - Rectification Deed dated 23.02.2017 registered as Document No. 4442/2016-17.
52. Encumbrance certificate issued for the period 25.06.2024 to 26.07.2024 reflects the nil entries with respect to Survey No. 55/6.

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53. Encumbrance certificate issued for the period 26.07.2024 to 08.10.2024 with respect to the Survey No. 55/6 reflect the Joint Development Agreement dated 29.08.2024 registered as Document No. BMH-1-07676/2024-25.

Public notice

54. We have perused a copy of the public notices both dated 23.12.2023 issued by Vishal Prakash, Bhat, Partner Anoma Legal, in Prajawani and Decan Hearld newspapers calling for any claims and objections with respect to Subject Property.
55. We have perused a copy of the letter dated 22.07.2024 issued by Vishal Prakash Bhat, Partner Anoma Legal and we note that public notice was given on 23.12.2023 calling for any claims and objections with respect to the Survey No. 55/6 of Hongasandra village. The said letter dated 22.12.2023 confirms that they have not received any objections from any third parties to the said public notices.
56. Original documents verification: We have verified the documents of the Property and the details of the same are captured in the Annexure B of the Report.



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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that:

- NKP Developers LLP is owner and having good and marketable title over, the converted land being portion of Survey No. 55/6 measuring 85,058 Square feet or 4312 square meters out of 2 acres 11.4 guntas situated at Hongasandra Village, Begur Hobli, Bangalore South Taluk having BBMP Katha 920/905/889.
- Puravankara Limited has the development rights with respect to Properties under a Joint Development Agreement dated 29.08.2024 registered as Document No. BMH-1-07676/2024-25 in Book-I in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore urban district.


Malini Raju
AZB & Partners
Bengaluru





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SCHEDULE

All that piece and parcel of the converted land being portion of Survey No. 55/6 measuring 85,058 Square feet or 4312 square meters out of 2 acres 11.4 guntas situated at Hongasandra Village, Begur Hobli, Bangalore South Taluk having BBMP Katha 920/905/889 is bounded on the:

East by : Begur Road.
West by : Land bearing Survey No. 55/5.
North by : Land bearing Survey No. 55/7.
South by : Land bearing Survey No. 49.



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Annexure "A"

LIST OF DOCUMENTS (Photocopies)

Sl. No	Description of Documents
1.	Sale Deed dated 21.12.1964 registered as Document No. 4752 in Book-I, Volume – 494, at pages 69 to 72 in the office of the Sub-Registrar Bangalore South Taluk executed by Pilladasappa son of late Munivenkatappa in favour of N.S.K. Swamy son of T.S. Srinivasam
2.	Sale Deed dated 30.04.1965 registered as Document No. 558 in Book-I, Volume – 494, in the office of the Sub-Registrar Bangalore South Taluk executed by Ramaiah (for self and as father and natural guardian for his minor children namely Nagaraju, Naraynappa and Prakashappa) son of late Munivenkatappa in favour of N.S.K. Swamy son of T.S. Srinivasam.
3.	RTC extracts issued for the period 1969-70 to 1979-80
4.	Sale Deed dated 15.04.1971 registered as Document No. 264/1971-72 in Book-I, Volume – 864, at pages 1 to 6 in the office of the Sub-Registrar Bangalore South Taluk executed by N.S.K. Swamy in favour of N.R. Gupta son of Banwarilal
5.	Mutation Register Extract bearing MR No. 1/1971-72.
6.	RTC extracts issued for the period 1980-81 to 2005-06
7.	Official Memorandum (Conversion Order) dated 07.09.1971 bearing No. ALN/SR/2053/1971-72
8.	RTC/pahani issued for the period 2006-07 to 2024-25.
9.	Agreement of Sale dated 29.12.1971 registered as Document No. 5578/1971-72 in Book-I, at pages 61, Volume 896 in the office of the Sub-Registrar Bangalore South Taluk executed by N. R Gupta in favour of City Improvement Trust Board.
10.	Death certificate of N.R. Gupta issued by the Register of Birth and Death
11.	General Power of Attorney dated 23.11.2006 executed by Sarvan Kumari, Usha Gupta and Sabitha in favour of Mahendra Kumar Gupta.
12.	Joint Development Agreement dated 30.07.2008 registered as Document No. BMH-1-02458/2008-09 in Book-I stored in CD No. BMHD352 in the office of the Senior Sub-Registrar office, Bhommnahalli, Bangalore urban district executed by Mahendra Kumar Gupta along with others in favour of Puravankara Limited.
13.	Power of Attorney dated 30.07.2008 registered as Document No. No. BMH-IV-184/2008-09 in Book-IV stored in CD No. BMHD352 in the office of the Senior Sub-Registrar office, Bhommnahalli, Bangalore urban district executed by Mahendra Kumar Gupta along with others in favour of Puravankara Limited.



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14.	Cancellation Deed dated 28.11.2013 registered as Document No. 03566/2013-14 in Book-I stored in CD No. BMHD58 in the office of the Senior Sub-Registrar office, (BTM layout) Bangalore.
15.	Commencement Certificate dated 17.09.2007 bearing No. CLU/756/06/2155/2007-08.
16.	Copy of the Sale Certificate dated 27.03.2023 registered as Document No. 13941/2022-23 in the Office of the Sub-Registrar, Bommanahalli in favour of NKP Developers LLP.
17.	Certificate of Incorporation dated 18.01.2023 bearing Identification No.ABZ-8594
18.	Joint Development Agreement dated 29.08.2024 registered as Document No. BMH-1-07676/2024-25 in Book-I in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore urban district executed by NKP Developers LLP represented by its partners namely Khiwaram N, Pani Bai, Rita.K and Babitha K in favour of Puravankara Limited.
19.	General Power of Attorney dated 29.08.2024, registered as Document No. BMH-4-00500/2024-25 in Book-IV in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore
20.	Copy of the application, written statements, order sheet and judgement dated 15.09.2015 in OA No. 364 of 2008 before the Debts Recovery Tribunal.
21.	Death certificate of Sarvan Kumari issued by the Register of Birth and Death.
22.	Copy of the warrant of attachment of immovable property dated 05.06.2017 issued in TRC 491/2017 (DCP No. 10111)
23.	Copy of the notice for settling a sale proclamation dated 05.06.2017 issued in TRC 491/2017 (DCP No. 10111)
24.	Copy of the Sale Certificate dated 27.03.2023 registered as Document No. 13941/2022-23 in the Office of the Sub-Registrar, Bommanahalli
25.	Copy of the Complaint, order sheet, and judgement in OS No. 4969 of 2013 filed before the City Civil Court, Bangalore
26.	Order dated 18.09.2024 in appeal bearing RFA No. 367/2022.
27.	Copy of the complaint, various applications, and order sheet in OS No. 2696 of 2023 filed before the City Civil Court, Bangalore
28.	Copy of the memorandum of writ petition, and order sheets in WP No. 10665 of 2023 filed in the High Court of Karnataka.
29.	Copy of the Complaint, Written Statements of Defendant Nos. 6 and 9, various interlocutory applications and the Order Sheet in OS No. 26129 of 2016 filed before the City Civil Court, Bangalore (Mayo Hall Unit).
30.	Copy of the Order dated 25.09.2024 bearing WP No. 18452/2023.
31.	Copy of the writ petition filed in the High Court of Karnataka in WP No. 18452 of 2023
32.	Copy of the Complaint, Written Statement, order sheet, various memoranda, and other miscellaneous documents filed in OS No. 1050 of 2009
33.	Village map of Hongasandra with respect to Survey No. 55



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34.	Hissa Survey Tippni with respect to Survey No. 55
35.	Karnataka Revision Settlement Akarband in relation to Survey No.55/6
36.	Atlas with respect to Survey No. 55/6
37.	Khata certificate issued by the Bruhat Bangalore Mahanagara Palike with respect to Survey No.55/6
38.	Khata extract issued by the BBMP for the period 2023-24
39.	Tax paid receipt for the year 2024-25 with respect to new municipal No. 920/905/889
40.	Mortgage deed dated 03.05.1958 registered as Document No. 520/1958-59 in Book-I, volume 60 at page No. 25 in the office of the Sub-Registrar office Bangalore South Taluk executed by Ramaiah in favour of Madivala seva Sangha
41.	Lease Deed dated 17.03.1997 registered as Document No. 5341/1996-97 in Book-I, Volume No. 4356 at Pages 58 to 101 in the office of the Sub-Registrar Bangalore South Taluk executed by N.R. Gupta in favour of Chamundi Industries Limited.
42.	Surrendered deed dated 17/10/2016 registered as Document No. BTM-1- 2716/2016-17 in Book-I, stored in CD No. BTMD 104 in the office of the senior sub-Registrar (BTM layout), Bangalore read with Rectification Deed dated 23.02.2017 registered as Document No. 4442/2016-17 in Book-I stored in CD No. BTMD 107 in the office of the Sub-Register.
43.	Mortgage Deed dated 09.03.1972, registered as Document No. 6894/1971-72 of Book I, volume 896 SF volume 37, in the office of the Sub-Registrar, South Taluk executed by Chamundi Industries Limited in favour of Karnataka State Financial Corporation
44.	Discharge Deed dated 23.11.1988, registered as Document No. 10543/1988-89 of Book I, volume -2958 at pages 122 to 126 in the office of the Sub-Registrar, Maluru executed by Karnataka State Financial Corporation in favour of Chamundi Industries Limited
45.	Notification dates 07.07.2016 bearing CI 182 SPQ 2016.
46.	Letter dated 19.09.2023 bearing No. BMRCL/181/RTI/2023/264 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited.
47.	Letter dated 06.11.2023 bearing No. BMRCL/181/RTI/2023 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited
48.	Notification dates 12.07.2016 bearing No. CI 183 SPQ 2016.
49.	Notification dated 10.08.2006 bearing No. 1279(E)
50.	Sketch issued by the Special Land Acquisition officer
51.	Encumbrance certificate issued for the period 15.02.1957 to 31.03.2004, 01.04.2004 to 22.01.2017, 25.06.2003 to 25.06.2024, 26.06.2024 to 26.07.2024 and 26.07.2024 to 08.10.2024 with respect to Survey No. 55/6.
52.	Public Notices both dated 23.12.2023 issued by Vishal Prakash, Bhat, Partner Anoma Legal, in Prajawani and Decan Hearld
53.	Copy Of The Letter dated 22.07.2024 issued by Vishal Prakash Bhat, Partner Anoma Legal



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Annexure "B"

Original Verification

Sl.No.	Description of Documents	Original/certified copies
1.	Sale Deed dated 21.12.1964 registered as Document No. 4752 in Book-I, Volume -494 at page 69 to 72 in the office of the Sub-Registrar Bangalore South Taluk executed by Pilladasappa son of late Munivenkatappa in favour of N.S.K. Swamy son of T.S. Srinivasam	Original
2.	Sale Deed dated 30.04.1965 registered as Document No. 558 in Book-I, Volume -519 in the office of the Sub-Registrar Bangalore South Taluk executed by Ramaiah (for self and as father and natural guardian for his minor children namely Nagaraju, Naraynappa and Prakashappa) son of late Munivenkatappa in favour of N.S.K. Swamy son of T.S. Srinivasam.	Original
3.	RTC extracts issued for the period 1969-70 to 1979-80	Certified Copy
4.	Sale Deed dated 15.04.1971 registered as Document No. 264/1971-72 in Book-I, volume - 864 at pages 1 to 6 in the office of the Sub-Registrar Bangalore South Taluk executed by N.S.K. Swamy in favour of N.R. Gupta son of Banwarilal	Original
5.	RTC extracts issued for the period 1980-81 to 1987-88, 1990-91 to 1995-96, 1997-98 to 2005-06.	Certified Copies
6.	Mutation Register Extract bearing MR No. 1/1971-72.	Certified Copy
7.	Official Memorandum (Conversion Order) dated 07.09.1971 bearing No. ALN/SR/2053/1971-72	Original
8.	Agreement of Sale dated 29/12/1971 registered as Document No. 5578/1971-72 in Book-I at pages 61 volume 896 in the office of the Sub-Registrar Bangalore South Taluk executed by N. R Gupta in favour of City Improvement Trust Board.	photocopy
9.	Death certificate of N.R. Gupta issued by the Register of Birth and Death	photocopy
10.	General Power of Attorney dated 23/11/2006 executed by Sarvan Kumari, Usha Gupta and Sabitha in favour of Mahendra Kumar Gupta.	photocopy
11.	Joint Development Agreement dated 30/07/2008 registered as Document No. BMH-1-02458/2008-09 in Book-I stored in CD No. BMHD352 in the office of the Senior Sub-Registrar office, Bhommnahalli, Bangalore urban district executed by Mahendra Kumar Gupta along with others in favour of Puravankara Limited	Certified copy
12.	Power of Attorney dated 30/07/2008 and registered as Document No. No. BMH-IV-184/2008-09 in Book-IV stored in CD No. BMHD352 in	photocopy

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	the office of the Senior Sub-Registrar office, Bhommnahalli, Bangalore urban district executed by Mahendra Kumar Gupta along with others in favour of Puravankara Limited.	
13.	Cancellation Deed dated 28.11.2013 registered as Document No. 03566/2013-14 in in Book-I stored in CD No. BMHD58 in the office of the Senior Sub-Registrar office, (BTM layout) Bangalore.	Photo copy
14.	Death certificate of Sarvan Kumari issued by the Register of Birth and Death.	photocopy
15.	Copy of the sale certificate dated 27.03.2023 registered as Document No. 13941/2022-23 in the Office of the Sub-Registrar, Bommanahalli	Original
16.	Khata certificate dated issued by the BBMP with respect to Survey No.55/6	Original
17.	Khata extract dated issued by the BBMP for the period 2023-24	Original
18.	Tax paid receipt for the year 2024-25 with respect to 920/905/889	Online certified Copy
19.	Mortgage deed dated 03.05.1958 registered as Document No. 520/1958-59 in Book-I, volume 60 at page No. 25 in the office of the Sub-Registrar office Bangalore South Taluk executed by Ramaiah in favour of Madivala seva Sangha	Certified copy
20.	Lease Deed dated 17.03.1997 registered as Document No. 5341/1996-97 in Book-I, Volume No. 4356 at Pages 58 to 101 in the office of the Sub-Registrar Bangalore South Taluk executed by N.R. Gupta in favour of Chamundi Industries Limited.	Certified copy
21.	Surrendered deed dated 17/10/2016 registered as Document No. BTM-1- 2716/2016-17 in Book-I, stored in CD No. BTMD 104 in the office of the senior sub-Registrar (BTM layout), Bangalore	Photocopy
22.	Rectification Deed dated 23.02.2017 registered as Document No. 4442/2016-17 in Book-I stored in CD No. BTMD 107 in the office of the Sub-Register	Certified copy
23.	Mortgage Deed dated 09.03.1972, registered as Document No. 6894/1971-72 of Book I, volume 896 SF volume 37, in the office of the Sub-Registrar, South Taluk executed by Chamundi Industries Limited in favour of Karnataka State Financial Corporation	Certified copy
24.	Discharge Deed dated 23.11.1988, registered as Document No. 10543/1988-89 of Book I, volume -2958 at pages 122 to 126 in the office of the Sub-Registrar, Maluru executed by Karnataka State Financial Corporation in favour of Chamundi Industries Limited	Certified copy



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25.	Letter dated 06/11/2023 bearing No. BMRCL/181/RTI/2023 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited	Original
26.	Letter dated 19.09.2023 bearing No. BMRCL/181/RTI/2023/264 issued by Special Land Acquisition Officer, Bangalore Metro Rail Corporation Limited	Original
27.	Sketch issued by the Special Land Acquisition officer	Colour Photocopy
28.	Joint Development Agreement dated 29.08.2024 registered as Document No. BMH-1-07676/2024-25 in Book-I in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore urban district executed by NKP Developers LLP represented by its partners namely Khiwaram N, Pani Bai, Rita.K and Babitha K in favour of Puravankara Limited.	Original
29.	General Power of Attorney dated 29.08.2024, registered as Document No. BMH-4-00500/2024-25 in Book-IV in the office of the Senior Sub-Registrar office, Jayanagar (Bhommnahalli), Bangalore	Original