



FoxMandal

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REPORT ON TITLE

Drafted by:

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: Bengaluru, Chandigarh, Chennai, Hyderabad, Kochi, Kolkata, Lucknow, Mumbai, Delhi, Bhubaneswar, Pune, Dhaka (Bangladesh) and London (UK)

I. SCHEDULE

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL of land bearing Doddahulluru Panchayat Khata No.11, Property No.150300401201200581 (earlier bearing part of converted Survey Nos.9/1, 9/2 and 129/3) measuring 16,781.05 Sq. mts or 1,80,629.54 Sq. feet or 4 Acres 5 ¼ Guntas, situated at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District and bounded on:

East by : Hoskote and Siddalagatta Road & Sy. No. 129/1,
West by : Private Property bearing Sy No.4,
North by : Private Property bearing Sy No.8,
South by : Private Property bearing Sy No.10.

Note: Boundaries of the Schedule Property is ascertained from the Khata Extract (Form No.9).

II. THE COPIES OF THE DOCUMENT FURNISHED FOR TITLE SCRUTINY

SL. No.	Copies of the Documents furnished for Scrutiny
Survey No.9:	
1.	Sale Deed dated 07.11.1969, executed by Krishnappa S/o. Muniyappa in favour of Gurappa S/o. Dobi Doddanna, registered as document No.2553/69-70, Book 1, Volume 1261 at pages 11 to 12, in the office of the Sub-Registrar, Hoskote;
2.	Sale Deed dated 08.11.1971, executed by Gurappa S/o. Dobi Soddanna in favour of Lakshamma W/o. Gurappa, registered as document No.2753/1971-72, Book I, Volume 1315, at pages 1 to 2, in the office of the Sub-Registrar, Hoskote;
3.	Mutation Register extract bearing MR No.2/2001-02, issued by the Village Accountant, Doddahulluru Circle, Kasaba Hobli, Hoskote Taluk;
4.	Mutation Register extract bearing MR No. MT3/92-93, issued by the R.R. Shiristedar, Hoskote Taluk;
5.	Sale Deed dated 21.12.1984, executed by Muniyappa and Munikadirappa (both sons of Dodda Gangappa) in favour of K.Thimmarayappa S/o. Kunjappa, registered as document No.2268/1984-85, Book I, Volume 1699 at pages 47 to 49, in the office of the Sub-Registrar, Bangalore Taluk;
6.	Agreement of Sale dated 22.02.1993, entered into between Thimmarayappa S/o. Kunjappa with L.Sriram S/o. H.Lakshmaiah;
7.	Sale Deed dated 22.03.1993, executed by Thimmarayappa S/o. Kunjappa in favour of L. Sriram S/o. H. Lakshmaiah, registered as document No. 2621/1992-93, Book 1, Volume 1950 at pages 230 to 232, in the office of the Sub-Registrar, Hoskote;
8.	Mutation Register extract bearing MR No.4/93-94;

9.	Hissa Survey issued by the Inspector, Hoskote Taluk;
10.	Mutation Register extract bearing MR No.4/2002-03, issued by the Revenue Inspector, Kasaba Hobli,
<u>Survey No.9/1(Item No.1 Property):</u>	
11.	Sale Deed dated 08.02.2006, executed by Lakshamma W/o. Gurappa in favour of Sharada S.Rao W/o. late V.N.Subba Rao, registered as document No.HSK-1-05000/2005-06, Book I, Stored in C.D No. HSKD 53, in the office of the Sub-Registrar, Hoskote;
12.	Sale Deed dated 08.02.2006, executed by Gurappa S/o. Dhobi Dodanna in favour of Sharada S. Rao W/o. late V.N. Subba Rao, registered as document No.HSK-1-05003/2005-06, Book 1, Stored in C.D No.HSKD53 in the office of the Sub-Registrar, Hoskote;
13.	Gift Deed dated 31.12.2007, executed by Sharada S. Rao S/o. late V.N.Subba Rao, in favour of her daughter Akshara Varma, registered as document No.HSK-1-08666/2006-07, Book I, Stored in C.D No.HSKD84, in the office of the Sub-Registrar, Hoskote;
14.	Mutation Register extract bearing MR No.6/2006-07, issued by the Village Accountant, Hoskote Taluk;
15.	Deed of Confirmation dated 25.06.2018, executed by Gangamma D/o. late Muniyappa, M.Srinivas S/o. late Muiyappa, Lakshmi .N alias Venkatalakshmi D/o. late Muniyappa, Gayathri S/o. late Muniyappa, M.Ravichadra S/o. late Muniyappa, Manuala .N D/o. late Muniyappa, Gowramma W/o. late N. Somashekaraiah (for herself and on behalf of her minor son Karthik), Bhagya Shree .S D/o. late N. Somashekaraiah, Bhavya Shree .S D/o. N. Somashekaraiah, Geetha D/o. Muni Kadiramma, Ramesh S/o. Muni Kadiramma (all legal heirs of late Muniyappa) in favour of Akshara Verma D/o. Dinesh Verma, registered as document No.HSK-1-02431/2018-19, Book I, Stored in C.D No.HSKD649 in the office of the Sub-Registrar, Hoskote;
16.	Official Memorandum dated 13.12.2018 bearing No. LAND10007716, issued by the Deputy Commissioner, Bangalore Rural District;
17.	Official Memorandum dated 13.12.2018 bearing LAND10008189, issued by the Deputy Commissioner, Bangalore Rural District;
18.	Sale Deed dated 24.06.2019, executed by Akashara Verma D/o. Binesh Verma thereafter conveyed Said Property in favour of M/s. Sowparnika Projects & Infrastructure Private Limited ("Sowparnika"), registered as document No.HSK-1-02740/2019-20, Book I, Stored in C.D No.HSKD790, in the office of the Sub-Registrar, Hoskote ;
19.	Sale Deed dated 24.06.2019, executed by Akashara Verma D/o. Binesh Verma thereafter conveyed Said Property in favour of M/s. Sowparnika Projects & Infrastructure Private Limited ("Sowparnika"), registered as document No.HSK-1-02746/2019-20, Book 1, Stored in C.D No.HSKD790, in the office of the Sub-Registrar, Hoskote;

20.	Form -11B, issued by the office of the Doddahuluru Village Panchayat;
<u>Survey No.9/2 (Item No.2 Property):</u>	
21.	Agreement of Sale dated 24.05.2018 entered into between L.Sriram S/o. Lakshmaiah along with his wife and children namely Yashoda .L, Suguna .S, Santhosh .S and Sandeep .S with M/s. Sowparnika Projects & Infrastructure Private Limited (" Sowparnika ") represented by its authorised director Meenakshi Ramji, registered as document No.HSK-1-01336/2018-19, Book I, Stored in C.D No.HSKD646, in the office of the Sub-Registrar, Hoskote;
22.	Deed of Confirmation dated 25.06.2018, executed by Gangamma D/o. late Muniyappa, M.Srinivas S/o. late Muiyappa, Lakshmi .N alias Venkatalakshmi D/o. late Muniyappa, Gayathri S/o. late Muniyappa, M.Ravichadra S/o. late Muniyappa, Manuala .N D/o. late Muniyappa, Gowramma W/o. late N. Somashekaraiah (for herself and on behalf of her minor son Karthik), Bhagya .S D/o. late N. Somashekaraiah, Bhavya Shree .S D/o. N. Somashekaraiah, Geetha D/o. Muni Kadiramma, Ramesh S/o. Muni Kadiramma (all legal heirs of late Muniyappa) in favour of Sriram L S/o. Lakshmaiah, registered as document No.HSK-1-02428/2018-19, Book I, Stored in C.D No.HSKD649, in the office of the Sub-Registrar, Hoskote;
23.	Official Memorandum dated 25.01.2019 bearing No. LAND10007711, issued by the Deputy Commissioner, Bangalore Rural District;
24.	Sale Deed dated 27.06.2019, executed by Sriram .L S/o. Lakshmaiah along with his wife and children namely Yashoda .L, Suguna .S, Santhosh .S and Sandeep .S in favour of M/s. Sowparnika Projects & Infrastructure Private Limited (" Sowparnika ") , represented by its authorised director Meenakshi Ramji under a registered as document No.HSK-1-03006/2019-20, Book I, Stored in C.D No.HSKD794 in the office of the Sub-Registrar, Hoskote;
25.	Form-11B, issued by the Doddahuluru Village Panchayat;
26.	Plaint in case bearing O.S No.2378/2010 on the file of Civil Judge (Senior Division), Bangalore Rural District, Bangalore;
27.	Amended Plaint in case bearing O.S No.2378/2010 on the file of the Civil Judge (Senior Division), Bangalore Rural District, Bangalore;
28.	Written Statement of Defendant No.2 in case bearing O.S No.240/2010 on the file of 2 nd Additional Senior Civil Judge, Bangalore Rural District at Bangalore;
29.	Written Statement of Defendant No.4 in case bearing O.S No.240/2010 on the file of Civil Judge (Senior Division), Bangalore Rural District at Bangalore;
30.	Order Sheet in case bearing O.S.No.240/2010, on the file of Prl. Civil Judge (Sr. Dn) at Bangalore Rural District, Bangalore;
<u>Survey No.129/3 (Item No.3 Property):</u>	
31.	Inheritance Certificate bearing IHC No.3/1988-89, issued by the Tahsildar, Hoskote Taluk;

32.	Sale Deed dated 08.02.1991, executed by (a). Rajamma D/o. late Muniyammal along with her sisters namely (b). Indrani (represented by her special Power of Attorney holder P.Rajamma) and (c). Sarojamma conveyed Survey No.129 (old Sy No.78) in favour of (a). Sunder Singh S/o. late H. Muniram Singh and (b). H.J.Shamanna S/o. Dodda Junjappa, registered as document No.2378/1990-91, Book I, Volume 1870 at pages 1 to 4, in the office of the Sub-Registrar, Hoskote;
33.	Mutation Register extract bearing MT 8/90-91, issued by the Tahsildar, Hoskote Taluk;
34.	Mutation Register extract bearing MR No.14/2004-05, issued by the Revenue Inspector, Kasaba Hobli;
35.	RR Balabagada Nakalu issued by the Tahsildar, Hoskote Taluk;
36.	Sale Deed dated 08.02.2006, executed by Sunder Singh S/o. late M. Muniram Singh in favour of Sharada S. Rao W/o. late V.N.Subba Rao, registered as document No.HSK-1-05010/2005-06, Book 1, Stored in C.D No. HSKD 53, in the office of the Sub-Registrar, Hoskote;
37.	Mutation Register extract bearing MR No.25/2005-06, issued by the Village Accountant, Hoskote Taluk;
38.	Hissa Survey, issued by the Inspector, Hoskote Taluk, Hoskote;
39.	Tippani Nakalu, issued by the Inspector, Hoskote Taluk, Hoskote;
40.	Official Memorandum dated 18.02.2019, bearing No. LAND10006013, issued by the Deputy Commissioner, Bangalore Rural District;
41.	Sale Deed dated 24.06.2019, executed by Sharada S. Rao S/o. late V.N. Subba Rao in favour of M/s. Sowparnika Projects & Infrastructure Private Limited, represented by its authorised director Meenakshi Ramji, registered as document No.HSK-1-02739/2019-20, Book I, Stored in C.D No. HSKD 790, in the office of the Sub-Registrar, Hoskote;
<u>Schedule Property:</u>	
42.	Addendum dated 29.06.2019 to the Indenture of Mortgage dated 12.07.2018 and Supplementary Agreement dated 29.09.2018, executed by Sowparnika Projects & Infrastructure Private Limited represented by its authorised Director S.Sreenivasan ("Mortgagor") and M/s. Sowparnika Projects represented by its Partners Meenakshi Ramji ("Borrower") in favour of Anand Rathi Global Finance Limited, represented by its authorised officer Shrinivas J. Hunsikatti ("Mortgagee"), registered as document No.HSK-1-03211/2019-20, Book I, Stored in C.D No.HSKD 798, in the office of the Sub-Registrar, Hoskote;
43.	Relinquishment Deed dated 28.02.2020, executed by Sowparnika represented by its authorised Director S.Srinivasan, in favour of Hoskote Planning Authority, Hoskote on behalf of Government of Karnataka, registered as document No.HSK-1-11440/2019-20, Book 1, Stored in C.D No.HSKD974, in the office of the Sub-Registrar, Hoskote;
44.	Relinquishment Deed dated 03.03.2020, executed by Sowparnika represented by its authorised director S. Srinivasan in favour of Hoskote Planning Authority, Hoskote

	on behalf of Government of Karnataka, registered as document No.HSK-1-11698/2019-20, Book I, Stored in C.D No. HSKD 979, in the office of the Sub-Registrar, Hoskote;
45.	Sanction Order dated 11.03.2020 bearing No. HPA/L.A.O/22/2019-20, issued by the Hoskote Planning Authority ("HPA");
46.	Sanction Development Plant dated 11.03.2020 bearing No.HPA/L.A.O/22/2019-20, issued by the Hoskote Planning Authority;
47.	No Objection Letter dated 20.03.2020 bearing No. MUHIM/B.R.F.S/AAHI(V)/SAKAHIM-2/19-20/9138-42, issued by the Executive Engineer (A), B.V.COM, B.R.F.S, Bangalore;
48.	Form 9 Extract issued by the Doddahuluru Village Panchayat;
49.	Tax paid receipt dated 13.09.2021, bearing receipt No.1212671, issued by the Secretary, Doddahuluru Village Panchayat, Hoskote Taluk;
<u>Survey Records, Endorsements and Encumbrance Certificate:</u>	
50.	Records of Tenancy and Crops ("RTC") for the period from 1979-80 to 1983-84, issued by the Taluk Shiristedar, Hoskote Taluk with regard to Survey No.9;
51.	RTC for the period from 1984-85 to 1988-89, issued by the Taluk Shiristedar, Hoskote Taluk with regard to Survey No.9;
52.	RTC for the period from 1989-90 to 1993-94, issued by the Taluk Shiristedar, Hoskote Taluk with regard to Survey No.9;
53.	RTC for the period from 1994-95 to 1996-97, issued by the Taluk Shiristedar, Hoskote Taluk with regard to Survey No.9;
54.	RTC for the period from 1997-98 to 2001-02, issued by the Tahsildar, Hoskote Taluk with regard to Survey No.9;
55.	RTC for the period from 2001-02 to 2005-06, issued by the Village Accountant, Hoskote Taluk with regard to Survey No.9/1;
56.	RTC for the period from 2005-06 to 2008-09, issued by the Village Accountant, Hoskote Taluk with regard to Survey No.9/1;
57.	RTC for the period from 2012-13 to 2018-19 with regard to Survey No.9/1;
58.	RTC for the period from 2004-04 to 2010-11, issued by the Village Accountant, Hoskote Taluk with regard to Survey No.9/2;
59.	RTC for the period from 2011-12 to 2018-19 with regard to Survey No.9/2;
60.	RTC for the period from 1989-90 to 1993-94, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with regard to Survey No.129;
61.	RTC for the period from 1994-95 to 1996-97, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with regard to Survey No.129;
62.	RTC for the period from 1997-98 to 2001-02, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with regard to Survey No.129;

63.	RTC for the period from 2002-03 to 2004-05, with regard to Survey No.129/1;
64.	RTC for the period from 2005-06 to 2011-12, with regard to Survey No.129/1;
65.	RTC for the period from 2013-14 to 2017-18, with regard to Survey No.129/3;
66.	Hissa Survey issued by the Supervisor, Hoskote Taluk with regard to Survey No.129/3;
67.	Karnataka Revision Settlement Akarbandh issued by the Inspector, Hoskote Taluk with regard to Survey No.9/1;
68.	Karnataka Revision Settlement Akarbandh issued by the Supervisor, office of the Taluk Surveyor, Hoskote with regard to Survey No.9/2;
69.	Karnataka Revision Settlement Akarbandh issued by the Inspector, Devanahalli Taluk with regard to Survey No.129/3;
70.	Endorsement dated 10.01.2018 bearing No. RD0038569080844, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with respect to Survey No.9/1;
71.	Endorsement dated 28.02.2018 bearing No. RD00385690820603, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with respect to Survey No.9/2;
72.	Endorsement dated 10.01.2018 bearing No. RD0038569080843, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District with respect to Survey No.129/3;
73.	Endorsement dated 31.01.2018, bearing No. PTCL (Ho)CR(Him):38/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura with respect to Survey No.9/1;
74.	Endorsement dated 03.03.2018, bearing No. PTCL (Ho)CR(Him):142/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, with respect to Survey No.9/2;
75.	Endorsement dated 31.01.2018, bearing No. PTCL (Ho)CR(Him):39/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura with respect to Survey No.129/3;
76.	Public Notice dated 14.08.2021 issued in the Kannada daily newspaper "Vijaya Karnataka" calling for objections;
77.	Public Notice dated 14.08.2021, issued in the English daily newspaper "Deccan Herald" calling for objections;
78.	Encumbrance for the period from 01.04.1990 to 31.03.2004, issued by the Sub-Registrar, Hoskote with regard to Survey No.9;
79.	Encumbrance for the period from 01.04.2004 to 11.11.2021, issued by the Sub-Registrar, Hoskote with regard to Survey No.9/1;
80.	Encumbrance for the period from 01.04.2019 to 05.09.2021, issued by the Sub-Registrar, Hoskote with regard to property No.150300401201200577;
81.	Encumbrance Certificate for the period from 01.04.1980 to 26.02.2011, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.9/2 (old No.9);

82.	Encumbrance Certificate for the period from 01.04.2004 to 02.09.2021, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.9/2;
83.	Encumbrance for the period from 01.04.2019 to 03.09.2021, issued by the Sub-Registrar, Hoskote with regard to property No.150300401201200575;
84.	Encumbrance Certificate for the period from 01.04.1960 to 31.03.2004, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.129, new No.129/1;
85.	Encumbrance Certificate for the period from 01.04.2004 to 02.09.2021, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.129, new No.129/1;
86.	Encumbrance Certificate for the period from 01.04.2004 to 11.11.2021, issued by the office of the Sub-Registrar, Hoskote with regard to Schedule Property (Survey Nos.9/1, 9/2 and 129/3);

III. TRACING OF THE TITLE

Upon perusal of the documents furnished to us, we note that:

1. All that piece and parcel of land bearing Survey No.9, Yelachanayakanapura Village, Kasaba Hobli, Hoskote Taluk measuring in all about 5 Acres 12 Guntas, is hereinafter referred to as **"Survey No.9"**.
2. Sale Deed dated 07.11.1969, registered as document No.2553/69-70, Book I, Volume 1261 at pages 11 to 12, in the office of the Sub-Registrar, Hoskote, evidence that a portion of Survey No.9, measuring 1 Acre 30 Guntas was conveyed by Krishnappa S/o. Muniyappa in favour of Gurappa S/o. Dobi Doddanna.
3. Sale Deed dated 08.11.1971, registered as document No.2753/1971-72, Book I, Volume 1315, at pages 1 to 2, in the office of the Sub-Registrar, Hoskote, evidences that another portion of Survey No.9, measuring 1 Acre 30 Guntas was conveyed by Gurappa S/o. Dobi Doddanna in favour of Lakshamma W/o. Gurappa and khata with regard to same is mutated/transferred in the name of Lakshamma W/o. Gurappa vide Mutation Register extract bearing MR No.2/2001-02.
4. It is evident from the Mutation Register extract bearing MR No.MT3/92-93, issued by the R.R. Shiristedar, Hoskote Taluk, that one Lakshamma has availed a loan of Rs. 30,000/- (Rupees Thirty Thousand only) from SFSCS, Hoskote, against the security of her portion of Survey No.9 measuring 1 Acre 30 Guntas.
5. Further it is evident from the Sale Deed dated 21.12.1984, registered as document No.2268/1984-85, Book I, Volume 1699 at pages 47 to 49, in the office of the Sub-Registrar, Bangalore Taluk, that the remaining portion of Survey No.9, measuring 1 Acre 31 Guntas was conveyed by Muniyappa and Munikadirappa (both sons of Dodda Gangappa) in favour of K.Thimmarayappa S/o. Kunjappa.

6. Thimmarayappa S/o. Kunjappa agreed to sell his portion of Survey No.9 measuring 1 Acre 31 Guntas to L.Sriram S/o. H.Lakshmaiah under an Agreement of Sale dated 22.02.1993 and in furtherance to the said Agreement the said Thimmarayappa S/o. Kunjappa conveyed his portion of Survey No.9, measuring 1 Acre 30 Guntas (1 Gunta less than the extent mentioned in the agreement) in favour L. Sriram S/o. H. Lakshmaiah under a Sale Deed dated 22.03.1993, registered as document No. 2621/1992-93, Book I, Volume 1950 at pages 230 to 232, in the office of the Sub-Registrar, Hoskote and khata with regard to the same is mutated/transferred in the name of L. Sriram S/o. H. Lakshmaiah in the revenue records vide Mutation Register extract bearing MR No.4/93-94.
 7. It is evident from (a). Hissa Survey issued by the Inspector, Hoskote Taluk and (b). Mutation Register extract bearing MR No.4/2002-03, issued by the Revenue Inspector, Kasaba Hobli, that Survey No.9 was phodied/bifurcated into two portions i.e., Survey No.9/1 and 9/2. It is further evident that (a). Gurappa S/o. Dobi Doddanna and his wife Lakshamma is shown as hissedar of Survey No.9/1, measuring 1 Hectare 43 Ares (i.e., 3 Acres 20 Guntas), situated at Yalachanayakanapura Village, Kasaba Hobli, Hoskote Taluk ("**Survey No.9/1**") and (b). L.Sriram S/o. H.Lakshmaiah is shown as hissedar of Survey No.9/2, measuring 1 Acre 30 Guntas, situated at Yalachanayakanapura Village, Kasaba Hobli, Hoskote Taluk ("**Survey No.9/2**") and khata with regard to (a). Survey No.9/1, measuring 1 Acre 30 Guntas each is mutated/transferred in the name of Gurappa and Lakshamma and (b). Survey No.9/2, measuring 1 Acre 30 Guntas is mutated/transferred in the name of L. Sriram S/o. H. Lakshmaiah.
- I. Survey No.9/1 (Item No.1):**
8. Lakshamma W/o. Gurappa conveyed her portion of Survey No.9/1, measuring 1 Acre 30 Guntas in favour of Sharada S. Rao W/o. late V.N. Subba Rao under a Sale Deed dated 08.02.2006, registered as document No.HSK-1-05000/2005-06, Book I, Stored in C.D No.HSKD 53, in the office of the Sub-Registrar, Hoskote.
 9. Gurappa S/o. Dhobi Doddanna conveyed his portion of Survey No.9/1, measuring 1 Acre 30 Guntas in favour of Sharada S. Rao W/o. late V.N. Subba Rao under a Sale Deed dated 08.02.2006, registered as document No.HSK-1-05003/2005-06, Book I, Stored in C.D No.HSKD53 in the office of the Sub-Registrar, Hoskote;
 10. Sharada S. Rao S/o. late V.N.Subba Rao gifted 3 Acres 20 Guntas in Survey No.9/1 in favour of her daughter Akshara Varma ("**Akshara's Land**") as per Gift Deed dated 31.12.2007, registered as document No.HSK-1-08666/2006-07, Book I, Stored in C.D No.HSKD84, in the office of the Sub-Registrar, Hoskote and khata with regard to the same is mutated/transferred in the name of Akshara Varma D/o. Dinesh Varma in the revenue records vide Mutation Register extract bearing MR No.6/2006-07.
 11. Gangamma D/o. late Muniyappa, M.Srinivas S/o. late Muiyappa, Lakshmi .N alias Venkatalakshmi D/o. late Muniyappa, Gayathri S/o. late Muniyappa, M.Ravichadra S/o. late Muniyappa, Manuala .N D/o. late Muniyappa, Gowramma W/o. late N. Somashekaraiah (for herself and on behalf of her minor son Karthik), Bhagya Shree .S

D/o. late N. Somashekaraiah, Bhavya Shree .S D/o. N. Somashekaraiah, Geetha D/o. Muni Kadiramma, Ramesh S/o. Muni Kadiramma (all legal heirs of late Muniyappa) executed a Deed of Confirmation dated 25.06.2018, registered as document No.HSK-1-02431/2018-19, Book I, Stored in C.D No.HSKD649 in the office of the Sub-Registrar, Hoskote in favour of Akshara Verma D/o. Dinesh Verma, whereby they confirmed the above said transaction including Gift Deed dated 31.01.2007 and the ownership of Akshara Verma D/o. Dinesh Verma and discharged all their claim, right, title and interest in Akshara's Land for a consideration mentioned therein.

12. Akshara Verma D/o. Dinesh Verma made an application for conversion of (a). Portion of Akshara's Land measuring 2 Acres 05 Guntas from agricultural to non-agricultural residential/personal purpose and on payment of necessary conversion fine, the Deputy Commissioner, Bangalore Rural District got converted portion of Akshara's Land measuring 2 Acres 05 Guntas from agricultural to non-agricultural residential-personal purpose (with an additional condition that an extent of 1 Gunta is excluded for I.O.C.L pipeline) vide Official Memorandum dated 13.12.2018 bearing No. LAND10007716 and (b). Portion of Akshara's Land measuring 37.04 Guntas + 11 Guntas in total measuring 1 Acre 8.04 Guntas from agricultural to non-agricultural residential-personal purpose and on payment of necessary conversion fine, the Deputy Commissioner, Bangalore Rural District got converted portion of Akshara's Land measuring 1 Acre 8.04 Guntas from agricultural to non-agricultural residential-personal purpose (with an additional condition that an extent of 5¾ Guntas excluded for I.O.C.L Pipeline) vide Official Memorandum dated 13.12.2018 bearing LAND10008189.
13. The said converted portion of Akshara's land measuring 3 Acres 13 ¼ Guntas (excluding 6 ¾ Guntas), situated at Yelachanayakanapura Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District ("**Said Property**").
14. The said Akshara Verma D/o. Binesh Verma thereafter conveyed Said Property in favour of M/s. Sowparnika Projects & Infrastructure Private Limited ("**Sowparnika**") represented by its authorised Director Meenakshi Ramji (authorised by the board of directors vide board resolution dated 07.09.2017) as follows:
 - (a). Portion of Said Property measuring 37.04 Guntas + 11 Guntas in total 1 Acre 8 ¼ Guntas under a Sale Deed dated 24.06.2019, registered as document No.HSK-1-02740/2019-20, Book I, Stored in C. D. No. HSKD790 in the office of the Sub-Registrar, Hoskote; and
 - (a). Portion of Said Property measuring 2 Acres 05 Guntas under a Sale Deed dated 24.06.2019, registered as document No.HSK-1-02746/2019-20, Book I, Stored in C.D No.HSKD790, in the office of the Sub-Registrar, Hoskote.
15. Portion of Said Property measuring 11 Guntas on having come within the jurisdiction of Doddahuluru Village Panchayat, has been assessed to tax and assigned with Doddahuluru Village Panchayat Khata No.14, property No.150300401201200577, by the Doddahuluru Village Panchayat. Form -11B dated 11.09.2019, discloses that Sowparnika as kathedar of Doddahuluru Village Panchayat Khata No.14, property No.150300401201200577. The said Doddahuluru Village Panchayat E-Khata 14, Property No.150300401201200577, measuring 1112.87 Sq.mts (i.e., 11 Guntas), situated

at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District ("Khata No. 14").

16. The said (a). Khata No.14, measuring 1112.87 Sq.mts (11 Guntas), (b). portion of Said Property measuring 37 ¼ Guntas and (c). remaining portion of Said Property measuring 2 Acres 05 Guntas, together measuring 3 Acres 13 ¼ Guntas, all situated at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District hereinafter together referred to as "**Item No.1**".

II. Survey No.9/2 (Item No.2):

17. L.Sriram S/o. Lakshmaiah along with his wife and children namely Yashoda .L, Suguna .S, Santhosh .S and Sandeep .S agreed to convey Survey No.9/2 in favour of M/s. Sowparnika Projects & Infrastructure Private Limited ("**Sowparnika**") represented by its authorised director Mrs. Meenakshi Ramji under an Agreement of Sale dated 24.05.2018, registered as document No.HSK-1-01336/2018-19, Book 1, Stored in C.D No.HSKD646, in the office of the Sub-Registrar, Hoskote.
18. Gangamma D/o. late Muniyappa, M.Srinivas S/o. late Muiyappa, Lakshmi .N alias Venkatalakshmi D/o. late Muniyappa, Gayathri S/o. late Muniyappa, M.Ravichandra S/o. late Muniyappa, Manjula .N D/o. late Muniyappa, Gowramma W/o. late N. Somashekaraiah (for herself and on behalf of her minor son Karthik), Bhagya .S D/o. late N. Somashekaraiah, Bhavya Shree .S D/o. N. Somashekaraiah, Geetha D/o. Muni Kadiramma, Ramesh S/o. Muni Kadiramma (all legal heirs of late Muniyappa) executed a Deed of Confirmation dated 25.06.2018, registered as document No.HSK-1-02428/2018-19, Book 1, Stored in C.D No.HSKD649, in the office of the Sub-Registrar, Hoskote, in favour of Sriram .L S/o. Lakshmaiah whereby they confirmed the Sale Deed dated 21.12.1984 and 22.03.1993 and the ownership of Sriram .L S/o. Lakshmaiah and discharged all their claim, right, title and interest in Survey No.9/2 for a consideration mentioned therein.
19. L. Sreeram S/o. Lakshmaiah made an application for conversion of Survey No.9/2 from agricultural to non-agricultural residential - group housing /apartment purpose and on payment of necessary conversion fine, the Deputy Commissioner, Bangalore Rural District got converted Survey No.9/2, from agricultural to non-agricultural residential-group housing /apartment purpose (with an additional condition that out of 1 Acre 30 Guntas an extent of 7 Guntas should be reserved for 90 meter wide TRR road) vide Official Memorandum dated 25.01.2019 bearing No.LAND10007711. (Note: The Northern boundary of the said official memorandum is mentioned as Survey No.1 instead of Survey No.9/1).
20. The said converted land bearing Survey No.9/2, measuring 1 Acre 30 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District ("**Converted Survey No.9/2**").
21. Sriram.L S/o. Lakshmaiah along with his wife and children namely Yashoda .L, Suguna .S, Santhosh .S and Sandeep .S thereafter conveyed Converted Survey No.9/2 in favour of Sowparnika, represented by its authorised director Meenakshi Ramji under a Sale

Deed dated 27.06.2019, registered as document No.HSK-1-03006/2019-20, Book 1, Stored in C.D No.HSKD794 in the office of the Sub-Registrar, Hoskote.

22. The said converted Survey No.9/2, measuring 1 Acre 30 Guntas (7081.93 Sq.mts) on having come within the jurisdiction of Doddahuluru Village Panchayat has been assessed to tax and assigned with Doddahuluru Village Panchayat Khata No.13, property No.150300401201200575 by the Doddahuluru Village Panchayat. Form -11B discloses the name of Sowparnika as khathedar of Doddahuluru Village Panchayat Khata No.13, Property No. 150300401201200575. The said Doddahuluru Village Panchayat Khata 13, Property No.150300401201200575, measuring 7081.93 Sq.mts (1 Acre 30 Guntas), situated at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District (**"Kbata No. 13"**).
23. The said Khata No.13, measuring 7081.93 Sq.mts (1 Acre 30 Guntas), situated at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District (**"Item No.2"**).

Litigation:

24. We have been furnished with the Complaint, Written Statement, Amended Complaint, Order sheet in O.S No.240/2010 on the file of Prl. Civil Judge (Sr. Dn), Bangalore Rural at Bangalore that Muniyappa died since by his LR's namely (1). Munikadiramma, (2). Gangamma, (3). Srinivas, (4). Venkatalakshmi, (5). Gayathri, (6). Ravichandra and (7). Manjula (**"Plaintiffs"**) have filed a suit seeking for declaration to declare that the plaintiff is the absolute owner in possession of northern portion of Survey No.9 new No.9/1, measuring 1 Acre 30 Guntas by virtue of Sale Deed dated 27.04.1963 and as he is perfected his title by adverse possession to remaining middle & southern portion of Survey No.9 (new Nos.9/1 and 9/2) and (ii) declaring that the registered Sale Deeds dated 18.04.1958, 18.04.1958, 07.11.1969, 08.11.1971, 21.12.1984, 22.03.1993, 08.02.2006, 08.02.2006 and Gift Deed dated 31.01.2007 are not binding on them against (a).Thimmarayappa, (2). Sree Rama, (3). Sharadha Rao and (4). Akshara Varma (**"Defendants"**). The said suit is dismissed for default on 26.06.2018.

III. Survey No.129/3 (Item No.3):

25. It is evident from the Inheritance Certificate bearing IHC No.3/1988-89, issued by the Tahsildar, Hoskote Taluk, that the land bearing Survey No.129, measuring 5 Acres, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District (**"Survey No.129"**) was owned by Muniyammal. The said Muniyammal died on 30.12.1986 and she was survived by three daughters namely Rajamma, Indrani and Sarajomma. As per the application made by Rajamma and with the consent of her sisters namely Indrani and Sarajomma, khata with regard to Survey No.129, stood transferred/inherited in the name of Rajamma in the revenue records. [Note: We had sought for the (a). Family tree of Muniyammal and (b). Death Certificate of Muniyammal but Sowparnika has responded that the same are not available. Although we have not

been furnished with the Family tree of Muniyammal, we have concluded based on the names of the family members provided in the foregoing IHC].

26. (a). Rajamma D/o. late Muniyammal along with her sisters namely (b). Indrani (represented by her special Power of Attorney holder P.Rajamma) and (c). Sarojamma conveyed Survey No.129 (old Sy No.78) in favour of (a). Sunder Singh S/o. late H. Muniram Singh and (b). H.J.Shamanna S/o. Dodda Junjappa, under a Sale Deed dated 08.02.1991, registered as document No.2378/1990-91, Book I, Volume 1870 at pages 1 to 4, in the office of the Sub-Registrar, Hoskote and khata with regard to the same is mutated/transferred in the joint names of (a). Sunder Singh S/o. late H. Muniram Singh and (b). H.J.Shamanna S/o. Dodda Junjappa in the revenue records vide Mutation Register extract bearing MT 8/90-91.
27. It is evident from the Mutation Register extract bearing MR No.14/2004-05, issued by the Revenue Inspector, Kasaba Hobli, that H.J. Chikkashamanna alias Shamanna S/o. Dodda Nanjappa alias Dodda Junjappa died. On his death khata with regard to Survey No.129, was mutated/transferred in the joint name of H.C. Shanmugam S/o. late H.J. Chikkashamanna alias Shamanna and Sunder Singh S/o. late M. Muniram Singh jointly.
28. It is evident from RR Balabagada Nakalu issued by the Tahsildar, Hoskote Taluk, that Survey No.129, was phoddied/bifurcated into two portions i.e., Survey No.129/1 and 129/2. It is further evident that (a). Sunder Singh S/o. late M. Muniram Singh (confirms as per RTC) is shown as hissedar of Survey No.129/1, measuring 2 Acres 20 Guntas ("Survey No.129/1") and (b). H.C.Shanmugam is shown as hissedar of Survey No.129/2, measuring 2 Acres 20 Guntas ("Survey No.129/2").
29. Sunder Singh S/o. late M. Muniram Singh thereafter conveyed portion of Survey No.129/1, measuring 10.5 Guntas in favour of Sharada S. Rao W/o. late V.N. Subba Rao under a Sale Deed dated 08.02.2006, registered as document No.HSK-1-05010/2005-06, Book I, Stored in C.D No. HSKD 53, in the office of the Sub-Registrar, Hoskote and khata with regard to portion of Survey No.129/1, measuring 10.08 Guntas is mutated/transferred in the name of Sharada S. Rao W/o. late V.N. Subba Rao in the revenue records vide Mutation Register extract bearing MR No.25/2005-06.
30. It is further evident from the Hissa Survey and Tippani Nakalu, both issued by the Inspector, Hoskote Taluk, Hoskote, that the Survey No.129/1 was further phoddied/bifurcated into two portions i.e., Survey No.129/1 and 129/3. It is further evident that (a). Sunder Singh S/o. late M. Muniram Singh is shown as hissedar of Survey No.129/1, measuring 2 Acres 9 ½ Guntas and (b). Sharada S. Rao W/o. late V.N. Subba Rao is shown as hissedar of Survey No.129/3, measuring 10 ½ Guntas ("Survey No.129/3").
31. Sharada S. Rao W/o. late V.N. Subba Rao made an application for conversion of Survey No.129/3 from agricultural to non-agricultural residential-layout purpose and on payment of necessary conversion fine, the Deputy Commissioner, Bangalore Rural District, got converted Survey No.129/3, from agricultural to non-agricultural residential-layout purpose vide Official Memorandum dated 18.02.2019 bearing No.

LAND10006013. (Note: The Northern boundary of the said official memorandum is mentioned as Survey No.1 instead of Survey No.129/1).

32. The said converted Survey No.129/3, measuring 10 ½ Gunats, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District ("**Item No.3**").
33. Sharada S. Rao S/o. late V.N. Subba Rao conveyed Item No.3 in favour of M/s. Sowparnika Projects & Infrastructure Private Limited, represented by its authorised director Meenakshi Ramji under a Sale Deed dated 24.06.2019, registered as document No.HSK-1-02739/2019-20, Book I, Stored in C.D No. HSKD 790, in the office of the Sub-Registrar, Hoskote.

IV. Schedule Property (Portion of Item No.1 to 3):

34. It is evident from Addendum dated 29.06.2019 registered on 03.07.2019 to Indenture of Mortgage dated 12.07.2018 and Supplementary Agreement dated 29.09.2018, registered as document No.HSK-1-03211/2019-20, Book I, Stored in C.D No.HSKD 798, in the office of the Sub-Registrar, Hoskote, that Sowparnika Projects & Infrastructure Private Limited represented by its authorised Director S.Sreenivasan ("**Mortgagor**") and M/s. Sowparnika Projects represented by its Partners Meenakshi Ramji ("**Borrower**"), availed a loan of 1,00,00,000/- (Rupees One Crore only) from Anand Rathi Global Finance Ltd., represented by its authorised officer Shrinivas J. Hunsikatti ("**Mortgagee**") against the security of Item Nos.1 and 3. This Addendum provides that the Parties have executed (a). Indenture of Mortgage dated 12.07.2018, registered as document No.2610/2018; (b). Supplemental Indenture of Mortgage dated 29.09.2018, registered as document No.4715/2018; (c). Addendum to the Deed of Mortgage dated 29.03.2019 registered as document No.744/2019 and (d). Second Addendum dated 20.05.2019, registered as document No.1132/2019 and the foregoing Addendum dated 29.06.2019 has been executed in furtherance to the documents mentioned at Serial Nos. (a) to (d) in this paragraph. This Addendum further provides that Anand Rathi Global Finance Ltd have called upon the Mortgagor herein to create a security over additional Mortgaged Properties and accordingly the Mortgagor has created security over the properties mentioned at Item Nos. 1 and 3 in this Report under this Addendum and the said Mortgage is outstanding

Note: (a). We have been provided with the Supplemental Indenture of Mortgage dated 29.09.2018, registered as document No.4715/2018, (b). Addendum to the Deed of Mortgage dated 29.03.2019 registered as document No.744/2019 and (c). Second Addendum dated 20.05.2019, registered as document No.1132/2019 and on verification of the said documents we have noticed that the said documents were relating to various other properties owned by Sowparnika and not relevant to the subject matter of this Report. (b). We have not been provided with Indenture of Mortgage dated 12.07.2018, registered as document No.2610/2018.

35. Sowparnika represented by its authorised director S. Srinivasan released and relinquished an extent of 1081.25 Sq.mts reserved for Civic Amenities (CA) purpose in favour of Hoskote Planning Authority, Hoskote on behalf of Government of Karnataka as

identified in the said layout formed out of Item Nos.1 to 3 under Relinquishment Deed dated 28.02.2020, which is registered as document No.HSK-1-11440/2019-20, Book I, Stored in C.D No.HSKD974, in the office of the Sub-Registrar, Hoskote.

36. Sowparnika represented by its authorised director S. Srinivasan, released and relinquished an extent of 2162.54 Sq.mts for Parks and Open Space (1 to 4) and an extent of 746.27 reserved for State Highway widening and an extent of 853.98 Sq.mts for T.R.R Road as identified in the Residential Development Plan in favour of Doddahullur Village Panchayat on behalf of Government of Karnataka, under Relinquishment Deed dated 03.03.2020, which is registered as document No.HSK-1-11698/2019-20, Book I, Stored in C.D No. HSKD 979, in the office of the Sub-Registrar, Hoskote.
37. Sowparnika with an intention to develop the Item Nos.1 to 3 into residential development has approached the Hoskote Planning Authority ("HPA") and got plan sanctioned for proposed Residential Group Housing Development comprising of Basement, Stilt, 1 to 10th Floor and Terrace in Building 1 and Basement, Stilt, 1 to 12th Floor and Terrace in Building -2 from HPA vide Sanction Development Plan dated 11.03.2020 bearing No. HPA/L.A.O/22/2019-20.
38. Sowparnika has obtained No Objection Letter dated 20.03.2020 bearing No. MUHIM/B.R.F.S/AAHI(V)/SAKAHIM-2/19-20/9138-42, issued by the Executive Engineer (A), B.V.COM, B.R.F.S, Bangalore for arranging power supply of 3388 KVA (2800 KVA) to the Multistoried Residential Building constructed on Item Nos.1 to 3. (Note: It is represented by Sowparnika, that NOC's from the other Authorities were in the process and not yet obtained).
39. It is evident from Form 9 Extract issued by the office of the Doddahullur Village Panchayat, that Item Nos.1 to 3 (excluding the extent relinquished to Hoskote Planning Authority and Doddahullur Village Panchayat as mentioned supra) were amalgamated and assigned Doddahullur Village Panchayat Khata No.11, Property No.150300401201200581, measuring 16,781.05 Sq. mts or 1,80,629.54 Sq.feet or 4 Acres 5 ¾ Guntas, situated at Yelachanayakanapura Village, Hoskote Taluk, Bangalore Rural District which is morefully described in the Schedule hereunder and hereinafter referred to as "**Schedule Property**". Form 9 Extract discloses the name of Sowparnika as khathedar of Schedule Property.
40. Tax paid receipt dated 13.09.2021, bearing receipt No.1212671, issued by the Secretary, Doddahulluru Village Panchayat, Hoskote Taluk discloses that the tax for the year 2021-2022 has been paid by Sowparnika with regard to Schedule Property.

Survey Records, Endorsements and Encumbrance Certificate:

41. Record of Rights, Tenancy and Crops (RTC) for the period mentioned below with regard to Survey No. 9 discloses as follows:

Sl No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
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1.	1979-80 to 1983-84	Taluk Shiristedar, Hoskote Taluk	Sonnappa Gurappa S/o. Dombi Doddanna to an extent of 1 Acre 30 Guntas Lakshmamma W/o. Gurappa to an extent of 1 Acre 30 Guntas;
2.	1984-85 to 1988-89	Taluk Shiristedar, Hoskote Taluk	Gurappa S/o. Dombi Doddanna to an extent of 1 Acre 30 Guntas Lakshmamma W/o. Gurappa to an extent of 1 Acre 30 Guntas; Thimmarayappa S/o, Kenchappa to an extent of 1 Acre 30 Guntas;
3.	1989-90 to 1993-94	Taluk Shiristedar, Hoskote Taluk,	Gurappa S/o. Dombi Doddanna to an extent of 1 Acre 30 Guntas Lakshmamma W/o. Gurappa to an extent of 1 Acre 30 Guntas; L.Sriram S/o. Lakshmaiah to an extent of 1 Acre 30 Guntas;
4.	1994-95 to 1996-97	Taluk Shiristedar, Hoskote Taluk,	Gurappa S/o. Dombi Doddanna to an extent of 1 Acre 30 Guntas Lakshmamma W/o. Gurappa to an extent of 1 Acre 30 Guntas; L.Sriram S/o. Lakshmaiah to an extent of 1 Acre 30 Guntas;
5.	1997-98 to 2001-02	Tahsildar, Hoskote Taluk	Gurappa S/o. Dombi Doddanna to an extent of 1 Acre 30 Guntas Lakshmamma W/o. Gurappa to an extent of 1 Acre 30 Guntas; L.Sriram S/o. Lakshmaiah to an extent of 1 Acre 30 Guntas;

42. Records of Tenancy and Crops (RTC) for the period mentioned below with regard to Survey No.9/1, measuring 3 Acres 20 Guntas, discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
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1.	2001-02 to 2005-06	Village Accountant Hoskote Taluk	Gurappa S/o. Dobi Doddanna to an extent of 1 Acre 30 Guntas; Lakshamma W/o. Gurappa to an extent of 1 Acre 30 Guntas;
2.	2005-06 to 2008-09	Village Accountant Hoskote Taluk	Akshara Varma S/o. Dinesh Verma;
2.	2012-13 to 2018-19	-	Akshara Varma S/o. Dinesh Verma;
Note: It is evident from the RTC for the period from 2008-09 to 2018-19, that I.O.C.Pipeline installed in the said land.			

43. RTCs for the period mentioned below with regard to Survey No.9/2, discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2003-04 to 2010-11	Village Accountant Hoskote Taluk	L.Sriram S/o. Lakshmaiah;
2.	2011-12 to 2018-19	-	L.Sriram S/o. Lakshmaiah;
Note: It is evident from the RTC for the period from 2008-09 to 2018-19, that I.O.C Pipeline installed in the said land.			

44. RTC for the period mentioned below with regard to Survey No.129 discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1989-90 to 1993-94	Tahsildar, Hoskote Taluk, Bangalore Rural District	Sunder Singh S/o. late H.Muniram Singh and H.J.Chikkashamanna S/o. late Dodda Nanjappa jointly
2.	1994-95 to 1996-97	Tahsildar, Hoskote Taluk, Bangalore Rural District	Sunder Singh S/o. late H.Muniram Singh and H.J.Chikkashamanna S/o. late Dodda Nanjappa jointly
3.	1997-98 to 2001-02	Tahsildar, Hoskote Taluk, Bangalore Rural District	Sunder Singh S/o. late H.Muniram Singh and H.J.Chikkashamanna S/o. late Dodda Nanjappa jointly

45. RTC for the period mentioned below with regard to Survey No.129/1, discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2002-03 to 2005-06	-	Sunder Singh S/o. late H.Muniram Singh;
2.	2005-06 to 2011-12	-	Sunder Singh S/o. late H.Muniram Singh to an extent of 2 Acre 9 ½ Guntas; Sharadha N. Rao W/o. late V.N.Subba Rao to an extent of 10 ½ Guntas;

46. RTC for the period mentioned below with regard to Survey No.129/3, discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2013-14 to 2017-18	-	Sharadha N. Rao W/o. late V.N.Subba Rao

47. Hissa Survey issued by the Inspector, Hoskote Taluk, discloses the topographical shape of Survey Nos. 9/1 and 9/2.
48. Hissa Survey issued by the Supervisor, Hoskote Taluk discloses the topographical shape of Survey No.129/3.
49. Karnataka Revision Settlement Akarbandh issued by the Inspector, Hoskote Taluk, discloses the total extent of Survey No.9/1 as 1 Hectare 43 Ares (i.e., 3 Acre 22 Guntas) there being no kharab.
50. Karnataka Revision Settlement Akarbandh issued by the Supervisor, office of the Taluk Surveyor, Hoskote, discloses the total extent of Survey No.9/2 as 71 Ares (i.e., 1 Acre 30 Guntas) there being no kharab.
51. Karnataka Revision Settlement Akarbandh issued by the Inspector, Devanahalli Taluk, discloses the total extent of Survey No.129/3 as 10 ½ Guntas there being 1 Gunta of kharab.
52. Endorsement dated 10.01.2018 bearing No. RD0038569080844 issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District provides that there are 'Nil' tenancy claims in Form 2, 7, 7A with regard to Survey No.9/1.
53. Endorsement dated 28.02.2018 bearing No. RD00385690820603 issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District provides that there are 'Nil' tenancy claims in Form 2, 7, 7A with respect to Survey No.9/2.

54. Endorsement dated 10.01.2018 bearing No. RD0038569080843, issued by the Tahsildar, Hoskote Taluk, Bangalore Rural District provides that there are 'Nil' tenancy claims in Form 2, 7, 7A with respect to Survey No.129/3.
55. Endorsement dated 31.01.2018, bearing No. PTCL (Ho)CR(Him):38/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, provides that land bearing Survey No.9/1 do not fall under the purview of the Prohibition of Transfer of Certain Land Act;
56. Endorsement dated 03.03.2018, bearing No. PTCL (Ho)CR(Him):142/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, provides that land bearing Survey No.9/2 do not fall under the purview of the Prohibition of Transfer of Certain Land Act;
57. Endorsement dated 31.01.2018, bearing No. PTCL (Ho)CR(Him):39/2018, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, provides that land bearing Survey No.129/3 do not fall under the purview of the Prohibition of Transfer of Certain Land Act;
58. We had sought for the Endorsement from Land Acquisition Officer, Karnataka Industrial Area Development Board, National Highway Authority, State Highway Authority, Karnataka Housing Board and Hoskote Planning Authority stating if the land in question has either been notified or acquired for the purpose of any of its/their developmental activity. For this Sowparnika has replied that the said land in question has been converted and hence they will not be in a position to furnish the same. We request the client to take a suitable Indemnity from Sowparnika, stating that, in the eventuality of acquisition by any of the authorities in future, Sowparnika shall indemnify the client in this regard.

59. **Public Notice**

We have issued a public notice on 14.08.2021 in two daily newspapers "Vijay Karnataka" (Kannada) and "Deccan Herald" (English) calling for any objections from the interested party/ies who are having any right, claim, interest over Survey Nos.9/1, 9/2, and 129/3 along with the documents and in response to such notice, we have not received any objections till date.

60. We have been furnished with the following Encumbrance Certificates with regard to Survey No.9, discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1990 to 31.03.2004	Hoskote	Sale Deed dated 22.03.1993, executed by Thimmarayappa S/o. Kunjappa in favour of L. Sriram S/o. H. Lakshmaiah, registered as document No. 2621/1992-93,

61. We have been furnished with the following Encumbrance Certificates with regard to Survey No.9/1 (old No.9), discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2004 to 11.11.2021	Hoskote	Sale Deed dated 08.02.2006, executed by Lakshamma in favour of Sharada S. Rao, registered as document No.HSK-1-05000/2005-06;
			Sale Deed dated 08.02.2006, executed by Gurappa S/o. Dhobi Dodanna in favour of Sharada S. Rao W/o. late V.N. Subba Rao, registered as document No.HSK-1-05003/2005-06;
			Gift Deed dated 31.12.2007, executed by Sharada S. Rao S/o. late V.N.Subba Rao in favour Akshara Varma, registered as document No.HSK-1-08666/2006-07,
			Confirmation Deed dated 26.06.2018, executed by Gangamma and others in favour of Akshara Verma registered as document No.HSK-1-02431/2018-19;
			Sale Deed executed by Akshara Verma in favour of Swoparnika, registered as document No.HSK-1-02740/2019-20;
			Sale Deed executed by Akshara Verma in favour of Swoparnika, registered as document No.HSK-1-02746/2019-20;
			Mortgage Deed dated 05/06.07.2019, executed by Sowparnika in favour of Anand Rathi Global Finance, registered as document No.HSK-1-03211/2019-20;
			<i>Note: The said encumbrance reflects other entry mentioned therein and the same were not relevant to the Survey No.9/2. Hence we have not recorded the said entries herein.</i>

62. We have been furnished with the following Encumbrance Certificates with regard to Property No.150300401201200577, discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2019 to 05.09.2021	Hoskote	'Nil'

63. We have been furnished with the following Encumbrance Certificates with regard to Survey No.9/2 (earlier being part of old Survey No.9), discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1980 to 26.02.2011	Hoskote	Sale Deed dated 21.12.1984, executed by Muniyappa and Munikadirappa in favour of K.Thimmarayappa, registered as document No.2268/84-85;
			Sale Deed dated 22.03.1993, executed by K.Thimmarayappa in favour of Sriram, registered as document No.2621/1992-93;
			Sale Deed dated 08.02.2006, executed by Lakshamma in favour of Sharada S. Rao, registered as document No.5000/2005-06;
			Sale Deed dated 08.02.2006, executed by Gurappa in favour of Sharada S. Rao, registered as document No.5003/2005-06;
			Gift Deed dated 30.01.2007, executed by Sharada S. Rao in favour of Akshara Verma registered as document No.8666/2006-07.
			<i>Note: The said encumbrance reflects other entries mentioned therein and the same were with regard Survey No.9/1 (Item No.1 Property).</i>
2.		Hoskote	Agreement of Sale dated 24.05.2017, entered into between Sriram and others in

	01.04.2004 to 02.09.2021		favour of Sowparnika, registered as document No.HSK-1-01336/2018-19
			Confirmation Deed dated 26.06.2018, executed by Gangamma and others in favour of Sriram.L, registered as document No.HSK-1-02428/2018-19;
			Sale Deed dated 28.06.2019, executed by L.Sriram and others in favour of Sowparnika, registered as document No.HSK-1-03006/2019-20;
			Relinquishment Deed dated 29.02.2020, executed by Sowparnika in favour of Hoskote Planning Authority, registered as document No.HSK-1-11440/2019-20.

64. We have been furnished with the following Encumbrance Certificates with regard to Property No. 150300401201200575, discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2019 to 03.09.2021	Hoskote	Relinquishment Deed dated 06.03.2020, executed by Sowparnika in favour of Doddahulluru Village Panchayat, Hoskote, registered as document No.HSK-1-11698/2019-20.

65. We have been furnished with the following Encumbrance Certificates with regard to Survey No.129, new Sy No.129/1, discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1960 to 31.03.2004	Hoskote	Sale Deed dated 08.02.1991, executed by P. Saroja and others in favour of Sundar Singh and H.G.Chikka Shamanna, registered as document No.2378/1990-91. <i>Note: The said encumbrance reflects various entries mentioned therein and the same were not relevant to the subject matter of this</i>

			<i>report. Hence we have not recorded the said entries herein.</i>
2.	01.04.2004 to 02.09.2021	Hoskote	Sale Deed dated 10.02.2006, executed by Sundar Singh in favour of Sharadha S. Rao, registered as document No.HSK-1-05010/2005-06. <i>Note: The said encumbrance reflects various entries mentioned therein and the same were not relevant to the subject matter of this report. Hence, we have not recorded the said entries herein.</i>

66. We have been furnished with the following Encumbrance Certificates with regard to Schedule Property, discloses as follows:

Sl. No.	Period	Issued by Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2004 to 11.11.2021	Hoskote	Sale Deed dated 10.02.2006, executed by Sundar Singh in favour of Sharadha S. Rao, registered as document No.HSK-1-05010/2005-06. Relinquishment Deed dated 06.03.2020, executed by Sowparnika in favour of Doddahulluru Village Panchayat, Hoskote, registered as document No.HSK-1-11698/2019-20. Relinquishment Deed dated 29.02.2020, executed by Sowparnika in favour of Hoskote Planning Authority, registered as document No.HSK-1-11440/2019-20. Sale Deed dated 24.06.2019, executed by Sharadha S. Rao in favour of Sowparnika Projects & Infrastructure Private Limited, registered as document No.HSK-1-02739/2019-20;

			Mortgage Deed dated 05/06.07.2019, executed by Sowparnika Projects & Infrastructure Private Limited in favour of Anand Rathi Global Finance, registered as document No.HSK-1-03211/2019-20;
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IV. PHYSICAL SEARCHES

1. Sub-Registrar Search:

Physical searches have been carried out at the office of the Sub Registrar at Hoskote, for the period 01.04.1990 to 11.11.2021 with respect to the Survey No.9, 9/1, 9/2 and Property Nos. 150300401201200577 and 150300401201200575 and it has been noted that other than for the transactions as stated above, there are no other encumbrances recorded with regard to said properties.

Physical searches have been carried out at the office of the Sub-Registrar at Hoskote for the period from 01.04.1990 to 11.11.2021 with respect to Survey No.129/3 (earlier part of Survey No.129/1 old No.129) and it has been noted that other than for the transactions as stated above, there are no other encumbrances recorded with regard to said property.

2. Litigation Search:

We have conducted an online limited litigation search in the courts of High Court, Supreme Court and RERA from the year 2010 to till date. In furtherance, we have got the details of CMP 60/2021 which is filed by Mr. Giridhar as petitioner against M/s. Sowparnika Projects and Infrastructure Private Limited as respondent before the High Court of Karnataka.

Upon perusal of petition filed in CMP No. 60/2021 before the High Court of Karnataka, it is noted that the said petition is not related to the Schedule Property.

3. Registrar of Companies Search:

We have conducted this search and found out that M/s. Sowparnika Projects & Infrastructure Private Limited and Anand Rathi Global Finance Limited has executed Addendum dated 02/03.07.2019 to the Indenture of Mortgage dated 12.07.2018 and Supplementary Agreement dated 29.09.2018 by including Item Nos.1 and 3, together measuring 3 Acres 23 ½ Guntas as an additional security to the term loan. Further, the said charge has been captured in the tracing of title of this report.

4. Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) Search:

- i. Asset based Search Report dated 24.08.2021 with respect to residential property bearing Survey No.9/1 (Block 1,2,3) of Yelachanayakanapura Village, Hoskote Taluk, Bengaluru Rural District reflects the charge created with Anand Rathi Global Finance Limited.
- ii. Asset based Search Report dated 24.08.2021 with respect to Survey No.9/2 of Yelachanyakanapura Village of Hoskote Taluk, Bengaluru Rural District reflects 'Nil' charges.
- iii. Asset based Search Report dated 24.08.2021 with respect to Survey No.129/3 of Doddahullur Village of Hoskote Taluk, Bengaluru Rural District reflects 'Nil' charges.

V. OPINION

Upon review and scrutiny of the documents furnished to us, we are of the opinion that **Sowparnika Projects & Infrastructure Private Limited** is the absolute owner of Schedule Property and is subject to the mortgage created in favour of Anand Rathi Global Finance Limited and the said loan is outstanding

VI. OUR UNDERSTANDING

We understand that Edelweiss Alternative Asset Advisors Limited intends to know the marketable title of the Schedule Property and accordingly has instructed us to conduct legal due diligence on the Schedule Property and provide our report on the same.

IMPORTANT:

The Report on Title (**Report**) prepared by us and submitted herewith is based on review of the records and documents in respect of the above each Schedule Property as made available to us during the review, and the said Report must be read in conjunction with and subject to the recommendations, limitations, restrictions, conditions, and disclaimers mentioned at the appropriate places in this Report.

VII. MANDATE: OBJECTIVE, SCOPE OF WORK AND METHODOLOGY ADOPTED

With a view to check, verify the encumbrances and liens thereon and to provide the Report on the Schedule Property, the Client instructed Fox Mandal & Associates ('FM') to carry out a due diligence exercise, based exclusively on the records/information made available to FM by Client.

The Methodology adopted for carrying out the legal due diligence was as under:

1. The legal due diligence has been restricted and kept limited to and based entirely and exclusively on the documents, records, files and registers as was made available to FM by Client (hereinafter collectively referred to as '**Documents**').
2. We have perused the copies of the Documents and records and other papers and information made available to us by Client and have issued this Report on the basis of the available documents, records and information.
3. We have not undertaken any litigation search on the Schedule Property. Therefore, the Report is subject to the specific case details, if any that have been provided by the Client
4. We assume no responsibility/liability or any adverse claims or charges on the property that could not be inferred from the documents provided to us.
5. The Report is valid as on the date of issue of the endorsement/document by the respective statutory authority.

VIII. APPLICABLE ASSUMPTIONS AND DISCLAIMERS

ASSUMPTIONS

All information, opinion and conclusion in this Report are prepared as instructed by the Client from time to time and as we have understood the scope and requirements and subject to certain assumptions, including but not limited to the assumption that:

- (a) All signatures appearing on the reviewed documents are genuine;
- (b) The Documents perused by us as copies are complete and conform to the original documents (which are assumed as authentic);
- (c) The Documents on which the Report relies remain accurate;
- (d) The Documents on which the Report relies are the only documents and there are no other papers, documents or information available or no other papers, documents or information have been suppressed or withheld from us.

DISCLAIMERS

1. This Report has been prepared exclusively in connection with the transaction and for no other purposes. This Report is for the use of the Client only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent.

2. We disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty or damage etc. resulting from or incurred or suffered by any unauthorized person using our Report in any unauthorized manner or basing any action on it notwithstanding the cautions and limitations stated herein and at the appropriate places in the Report. We must also make it clear that we will not accept any responsibility or liability to the Client for any information obtained under disclaimer of responsibility for which we were not able to obtain independent verification.
3. This Report has been prepared pursuant to a diligence exercise carried out from the year (a). 1969 with regard to Item No.1 and 2 Properties and (b). 1988 with regard to Item No.3 Property. As instructed, the scope of our assignment does not extend to updating the report for events and circumstances occurring after the date of Report.
4. We have retained the units of measurement as it appears in the different title deeds.
5. The Report gives only a gist of certain issues and matters considered as important from the viewpoint of the present purposes and in the manner as mentioned above. The Report lists down all the issues which came to our notice during the due diligence exercise as aforesaid, which has to be read in conjunction with and subject to the stated limitations, restrictions, conditions, cautions and disclaimers.

IX. CONTACT DETAILS

If any clarification in relation to this Report is required, please contact:

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Partner
(S.T. Prashantha Kumar)

