

## **TITLE REPORT**

### **I. Description of the Property:**

All that piece and parcel of the immovable property (being land converted for industrial purposes) forming portions of land bearing Survey No. 3 and Survey No. 4, measuring 28 Acres 06 Guntas, situated at Konadasapura Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, and being bounded on the:

East by : Remaining portion of land in Survey No. 4 in Konadasapura village;  
West by : Remaining portion of land in Survey No. 3 and Budigere Main Road;  
North by : Nimbekayipura Village Boundary; and  
South by : 12 square meters of land acquired for widening of National Highway No. 4 and Bangalore – Madras Road.

[The boundaries stated herein above, are as per the Sale Deed dated 07.03.2023, referred hereinafter]

The aforementioned property which is the subject matter of this Report is hereinafter referred to as the '**Subject Property**'.

The Subject Property comprises of a portion of the larger extent of the land bearing Survey No. 3 measuring 27 Acres 28 Guntas situated at Konadasapura Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore (hereinafter referred to as '**Survey No. 3**') and also portion of the larger extent of the land bearing Survey No. 4 measuring 10 Acres 30 Guntas situated at Konadasapura Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore (hereinafter referred to as '**Survey No. 4**').

### **II. List of Documents Provided:**

In connection with the title scrutiny of the Subject Property, we have been provided with the photocopies of the following documents for our review:

<b>Sl. No.</b>	<b>Particulars of Documents</b>
1.	Extract of entry made in the Record of Rights Register bearing RR Nos. 3, 28, 4, 29, 31, 32 and 33 in respect of the lands bearing Survey No. 3 and Survey No. 4;
2.	Extract of Index of Lands issued in respect of the lands bearing Survey No. 3 and Survey No. 4;
3.	Judgment dated 12.06.1958 passed in Appeal bearing R. A. No. 30/1952-53 and R. A. No. 79/1952-53 filed before the Hon'ble High Court of Mysore, at Bangalore;

4.	Extract of Entry bearing No. MR 1 of 1963-64 made in the Mutation Register recording change of khata in respect of the land bearing Survey No. 3 and Survey No. 4 in the name of Mr. T.S. Sivaswamy;
5.	Sale Deed dated 02.12.1963 executed by Mr. B. K. Subbaiah (son of Late B. S. Krishnaiah) conveying the land bearing Survey No. 3 and Survey No. 4 in favour of Mr. T. S. Sivaswamy (son of Late T. Subramanya) Partner of M/s. The Thyli Engineering Company. The said Sale Deed is registered as Document No. 3239 of 1963-64 in Book I at the office of the Sub Registrar, Hoskote;
6.	Affidavit sworn to by Mr. B.K. Subbyah stating that he had no children;
7.	Official Memorandum (true copy) bearing No. ALN.1.SR.93/65-66 dated 10/14.12.1965 issued by the Office of the Divisional Commissioner, Bangalore Division, according sanction for conversion of the land bearing Survey No. 3 (measuring 27 Acres 5 Guntas along with 23 Guntas of 'B' kharab) and Survey No. 4 (measuring 10 Acres 11 Guntas along with 19 Guntas of 'B' kharab) for industrial purposes;
8.	Endorsement bearing No. ABhLe/Viva/04/2022-23 dated 16.05.2022 issued by the Tahsildar, Regional Commissioner Office, stating that the file in relation to conversion of the land bearing Survey No. 3 and Survey No. 4 under the Official Memorandum bearing No. ALN.1.SR.93/65-66 dated 10/14.12.1965, is not available;
9.	Alienation Certificate bearing No. ALN1/64-65 dated 14.02.1966 ( <i>issuing authority is illegible</i> ) recording conversion of the lands bearing Survey No. 3 and Survey No. 4;
10.	Sale Deed dated 27.09.1968 executed by Mr. T.S. Sivaswamy conveying 20 Acres in the land bearing Survey No. 3 (including kharab land not exceeding 23 Guntas which is converted for industrial purposes) in favor of Bengal Electric Lamp Works Limited. The Sale Deed is registered as Document No. 2603 of 1968-69 in Book I at the Office of the Sub-Registrar, Hosakote;
11.	Sale Deed dated 17.01.1969 executed by Mr. T.S. Sivaswamy conveying the lands bearing Survey No. 3 and Survey No. 4 totally admeasuring 10 Acres (including kharab land not exceeding 01 Acre 02 Guntas which is converted for industrial purposes) in favor of Bengal Electric Lamp Works Limited. This Sale Deed is registered as Document No. 3741 of 1968-69 in Book I at the Office of the Sub-Registrar, Hosakote;
12.	Endorsement bearing No. R. K./CR/1885/2019-20 dated 19.08.2019 issued by the Tahsildar, Bangalore East Taluk, K. R. Puram, stating that the extract of the Entry Nos. MR 1 of 1968-69 and MR 2 of 1968-69 cannot be provided as the same are not available;

13.	Affidavit dated 26.11.1968 sworn to by Mr. G. Venkateshaiah and Mr. G.V. Chandrasekhar, partners of M/s. Thyli Engineering Company, stating that the lands bearing Survey No. 3 and Survey No. 4 belongs to Mr. T.S. Sivaswamy and neither the partners nor the Firm have any rights over the said properties;
14.	<i>Typed copy of</i> the Deed of Partnership dated 01.07.1961 executed amongst Mr. T.S. Sivaswamy, Mr. G. Venkateshaiah and Mr. G.V. Chandrasekhar forming the partnership firm, M/s. Thyli Engineering Company;
15.	Certificate bearing No. ALN.CR.15/65-66 & ALN.CR.30/78-79 dated 07.11.1978 issued by the Tahsildar, Hosakote Taluk confirming that the lands bearing Survey No. 3 and Survey No. 4 have been converted for industrial purposes;
16.	Memorandum of Understanding dated 05.03.2019 executed between Bengal Lamps Limited ( <i>formerly Bengal Electric Lamp Works Limited</i> ) and Kenstream Ventures LLP;
17.	Order of Waiver dated 30.09.2019 issued by the Department of the Commercial Taxes, Bangalore;
18.	Agreement to Sell dated 28.03.2019 executed by and between Bengal Lamps Limited, Argan Properties Private Limited and Kenstream Ventures LLP, registered as Document No. VRT-1-00916-2019-20 (stored in CD No. VRTD453) in the Office of the Sub-Registrar, Shivajinagar;
19.	Certificate dated 07.02.1983 issued by the Registrar of Companies, West Bengal, stating that the name of Bengal Electric Lamp Works Limited has been changed to Bengal Lamps Limited;
20.	Sale Deed dated 28.03.2019 executed by Bengal Lamps Limited conveying undivided share to an extent of 6 Acres in the lands bearing Survey No. 3 and Survey No. 4 in favor of Argan Properties Private Limited. This Sale Deed is registered as Document No. VRT-1-00918-2019-20 (stored in CD No. VRTD453) at the office of the Sub-Registrar, Shivajinagar;
21.	Irrevocable Power of Attorney dated 28.03.2019 executed by Bengal Lamps Limited appointing Argan Properties Private Limited as its power of attorney holder. This document is registered as Document No. VRT-4-00039-2019-20 (stored in CD No. VRTD453) at the office of the Sub-Registrar, Shivajinagar;
22.	Deed of Simple Mortgage dated 28.03.2019 executed by Bengal Lamps Limited in favor of Argan Properties Private Limited, creating charge on the undivided share to the extent of 24 Acres in lands bearing Survey No. 3 and Survey No. 4. This document is registered as Document No. VRT-1-00919-2019-20 (stored in CD No. VRTD453) at the office of Sub-Registrar, Shivajinagar;
23.	Sale deed dated 04.09.2019 executed by Bengal Lamps Limited conveying an undivided share in the land to the extent of 5 Acres in Survey No. 3 and Survey

	No. 4 in favor of Argan Properties Private Limited. This document is registered as Document No. VRT-1-03383-2019-20 (stored in CD No. VRTD539) at the office of the Sub-Registrar, Shivajinagar;
24.	Letter bearing No. UDD78 ULC 2001 dated 28.03.2001 issued by the Principal Secretary, Urban Development Department;
25.	Irrevocable Power of Attorney dated 04.09.2019 executed by Bengal Lamps Limited appointing Argan Properties Private Limited as its power of attorney holder. This document is registered as Document No. VRT-4-00137-2019-20 (stored in CD No. VRTD539) at the office of the Sub-Registrar, Shivajinagar;
26.	Supplementary Agreement dated 04.09.2019 executed by and amongst Bengal Lamps Limited and Argan Properties Private Limited;
27.	Second Supplementary Agreement dated 16.01.2023 executed between Bengal Lamps Limited, Argan Properties Private Limited and Kenstream Ventures LLP;
28.	Receipt dated 17.01.2023 executed pursuant to the Sale Deed dated 28.03.2019 by and between Bengal Lamps Limited and Argan Properties Private Limited. This document is registered as Document No. MDP-1-09929-2022-23 (stored in CD No. MDPD1284) at the office of the Sub-Registrar, Shivajinagar;
29.	Receipt dated 17.01.2023 executed pursuant to the Sale Deed dated 04.09.2019 by and between Bengal Lamps Limited and Argan Properties Private Limited. This document is registered as Document No. MDP-1-09928-2022-23 (stored in CD No. MDPD1284) at the office of the Sub-Registrar, Shivajinagar;
30.	Deed of Discharge dated 17.01.2023 executed by Argan Properties Private Limited in favor of Bengal Lamps Limited, releasing the charge created in respect of the undivided share of land measuring 24 Acres in Survey No. 3 and Survey No. 4, situated at Konadasapura Village, Bidarahalli Hobli, Bangalore. This document is registered as Document No. MDP-1-09930-2022-23 (stored in CD No. MDPD1283) at the office of the Sub-Registrar, Shivajinagar;
31.	Sale Deed dated 17.01.2023 executed by Bengal Lamps Limited in favor of Argan Properties Private Limited conveying an undivided share in the land to the extent of 17 Acres 04 Guntas in the lands bearing Survey No. 3 and Survey No. 4. This document is registered as Document No. MDP-1-09939-2022-23 (stored in CD No. MDPD1284) at the office of the Sub-Registrar, Shivajinagar;
32.	Rectification Deed dated 25.01.2023 rectifying the Sale Deed dated 17.01.2023 executed by Bengal Lamps Limited in favor of Argan Properties Private Limited rectifying the extent of undivided share conveyed in the land to 17 Acres 06 Guntas (instead of 17 Acres 04 Guntas) in Survey No. 3 and Survey No. 4. This document is registered as Document No. MDP-1-10209-2022-23 (stored in CD No. MDPD1290) at the office of the Sub-Registrar, Shivajinagar;

33.	Sale Deed dated 17.01.2023 executed by Bengal Lamps Limited in favor of Kenstream Ventures LLP conveying an undivided share in the land to the extent of 01 Acre 21 Guntas in the lands bearing Survey No. 3 and Survey No. 4. This document is registered as Document No. MDP-1-09940-2022-23 (stored in CD No. MDPD1284) at the office of the Sub-Registrar, Shivajinagar;
34.	Rectification Deed dated 25.01.2023 rectifying the Sale Deed dated 17.01.2023 executed by Bengal Lamps Limited in favor of Kenstream Ventures LLP, rectifying the extent of undivided share conveyed in the land to 01 Acre 19 Guntas (instead of 01 Acres 21 Guntas) in Survey No. 3 and Survey No. 4. This document is registered as Document No. MDP-1-10210-2022-23 (stored in CD No. MDPD1290) at the office of the Sub-Registrar, Shivajinagar;
35.	Certificate bearing No. ITBA/COM/F/17/2022-23/1047564563(1) dated 22.11.2022 issued by the Office of the Assistant Commissioner of Income Tax, Circle 11(1), Kolkata, under Section 281 of the Income Tax Act, 1961;
36.	Deed of Partition dated 17.01.2023 executed amongst Bengal Lamps Limited, Argan Properties Private Limited and Kenstream Ventures LLP, partitioning the lands bearing Survey No. 3 and Survey No. 4 as per their entitlements. This document is registered as Document No. MDP-1-09995-2022-23 (stored in CD No. MDPD1285) at the office of the Sub-Registrar, Shivajinagar;
37.	Rectification Deed dated 25.01.2023 rectifying the Deed of Partition dated 17.01.2023 executed by Bengal Lamps Limited in favor of Argan Properties Private Limited, rectifying the extent of undivided share allotted in Survey No. 3 and Survey No. 4. This document is registered as Document No. MDP-1-10213-2022-23 (stored in CD No. MDPD1290) at the office of the Sub-Registrar, Shivajinagar;
38.	Sale Deed dated 07.03.2023 (Registered as Document No. INR-1-15865-2022-23 (stored in CD No. INRD1301) at the Office of the Sub-Registrar, Shivajinagar (Indiranagar)) executed by Argan Properties Private Limited for conveyance of the Subject Property in favour of Godrej Properties Limited;
39.	Sale Deed dated 23.06.1984 executed by Mr. Sivaswamy and his wife, Mrs. Leelavathi conveying the land bearing Survey No. 4 measuring 04 Acres in favor of Arco Spinning Mills Manufacturers. This document is registered as Document No. 659 of 1984-85 in Book I, Volume No. 1686 at the office of the Sub-Registrar, Hosakote;
40.	Sale Deed dated 23.06.1984 executed by Mr. Sivaswamy and his wife, Mrs. Leelavathi conveying the land bearing Survey No. 4 measuring 04 Acres 04 Guntas in favor of Arco Spinning Mills Manufacturers. This document is registered as Document No. 660 of 1984-85 in Book I, Volume No. 1686 at the office of the Sub-Registrar, Hosakote;

41.	Record of Rights, Tenancy and Crop Inspection (' <b>RTCs</b> ') issued in respect of the land bearing Survey No. 3 measuring 27 Acres 05 Guntas along with 23 Guntas of kharab land, for the period 1968-69 to 1972-73, 1976-77 to 1984-85, 1994-95, 2002-03 to 2022-23;
42.	Endorsement bearing No. R.K/C.R/236/2022-23 dated 02.12.2022 issued by the Tahsildar, Bangalore East Taluk, Krishnarajapura;
43.	RTCs issued in respect of the land bearing Survey No. 4 measuring 10 Acres 11 Guntas along with 19 Guntas of kharab land, for the period 1968-69 to 1972-73, 1976-77 to 1982-83, 1993-94 to 1995-96, 2002-03 to 2014-15 and 2018-19 to 2022-23;
44.	Original Tippani issued in respect of the land bearing Survey No. 3;
45.	Tippani issued in respect of the land bearing Survey No. 3;
46.	Resurvey Tippani issued in respect of the land bearing Survey No. 3;
47.	Extract of Tippani issued in respect of the land bearing Survey No. 4;
48.	Hissa Survey Tippani issued in respect of the land bearing Survey No. 4/1 and Survey No. 4/2;
49.	Extract of RR Edabthagada Nakalu and RR Balabthagada Nakalu issued in respect of the land bearing Survey No. 4;
50.	Extract of Revision Settlement Akarband issued in respect of the lands bearing Survey No. 3, Survey No. 4/1 and Survey No. 4/2;
51.	Endorsement bearing No. Bangalore/Spl LAO-2/1498/2022-23 dated 13.07.2022 issued by the Karnataka Industrial Areas Development Board, stating that the lands bearing Survey No. 3 and Survey No. 4 are not acquired by the Karnataka Industrial Areas Development Board, for any purposes;
52.	Endorsement bearing No. KHB/SLAO/Konadasapura/2019-20 dated 17.12.2019, issued by the Karnataka Housing Board, stating that lands bearing Survey No. 3 and Survey No. 4 have not been acquired by the Karnataka Housing Board, for any purposes;
53.	No Due Certificate bearing No. SaKaNiEo(V)/ Avalahalli/ Sa.Le/Hi.Sa/2021-22/2114 dated 04.03.2022, issued by the Bangalore Electricity Supply Company Limited, stating that there are no dues payable by Bengal Lamps Limited;
54.	Endorsement bearing No. LAQ.NH-75/(Old No. 4)/CR/156/2018-19 dated 26.02.2019 issued by the Special Land Acquisition officer and Competent Authority, National Highway Authority of India;

55.	Endorsement bearing No. P.T.C.L(B.E.)CR: 2/20-21 dated 07.05.2020 issued by the Assistant Commissioner, Bangalore North Sub-division, stating that no proceedings have been initiated under the Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, in respect of the lands bearing Survey No. 3 and Survey No. 4;
56.	Endorsement bearing No. RD0038114132219 dated 03.08.2020, issued by the Tahsildar, Bangalore East Taluk, Bangalore;
57.	E-khata bearing No. 150200401300300174 dated 03.09.2019 issued by the Doddabanaahaali Village Panchayat, showing Bengal Lamps Limited as the owner of the lands bearing Survey No. 3 and Survey No. 4, measuring 1,21,393.7 square meters;
58.	Receipt bearing No. 1107353 dated 13.07.2021 evidencing payment of tax in respect of the land bearing Survey No. 3 and Survey No. 4, for the year 2021-22;
59.	Map of Konadasapura Village;
60.	Encumbrance Certificate issued in respect of the land bearing Survey No. 3 measuring 27 Acres 28 Guntas for the period 01.04.1960 to 31.07.1986, 01.08.1986 to 31.05.1989, 01.06.1989 to 31.03.2004 and 01.04.2004 to 21.08.2022;
61.	Encumbrance Certificate issued in respect of the land bearing Survey No. 4 measuring 10 Acres 30 Guntas for the period 01.04.1960 to 31.07.1986, 01.06.1989 to 31.03.2004 and 01.04.2004 to 21.08.2022;
62.	Encumbrance Certificate issued in respect of the land bearing Survey No. 3 and Survey No. 4 for the period from 01.04.2022 till 01.02.2023;
63.	No Due Certificate bearing No. OCH/Adv/Bengal Lamp/368/18-19 dated 05.04.2019, issued by the United Bank of India stating that the loan account in the name of Bengal Lamps Limited has been closed under the Bank's Compromise Settlement Scheme, on 28.03.2019;
64.	No Due Certificate dated 08.04.2019 issued by Asset Recovery Management Bank, State Bank of India, stating that loan account in the name of Bengal Lamps Limited stands closed;
65.	No Due Certificate bearing No. UTIAMC/DOFA/10358/050624203/2019-20 dated 10.04.2019 issued by the UTI Asset Management Company Limited (on behalf of the Administrator of the Specified Undertaking of the Unit Trust of India) stating that there are no dues outstanding towards the loan availed by Bengal Lamps Limited;
66.	No Due Certificate bearing No. KZO/RECY/2019-20/265 dated 12.06.2019, issued by Bank of Baroda;

67.	Deed of Discharge of Memorandum of Entry of Deposit of Title Deeds dated 20.08.2019 executed by ICICI Bank Limited discharging the charge created on the lands bearing Survey No. 3 and Survey No. 4, situated at Konadasapura Village, Bidarahalli Hobli, Bangalore East Taluk;
68.	Official Gazette bearing No. S. O. 1929 (E) dated 14.11.2007, issued by the Ministry of Shipping, Road Transport and Highways and Sketch;
69.	Receipt dated 20.03.2012 evidencing receipt of compensation by Bengal Lamps Limited from the Office of the Special Land Acquisition Officer and Competent Authority, National Highways Authority of India, towards acquisition of 12 meters in Property-B;
70.	Planit filed in the Original Suit bearing OS No. 987 of 2019 before the Court of Principal City Civil and Sessions Judge;
71.	Order dated 15.12.2022 passed in the Writ Petition bearing WP No. 17159 of 2022, filed before the Hon'ble High Court of Karnataka;
72.	Notification bearing No. LE 77 IAP 2019 dated 09.04.2019 published in the Official Gazette on May 02, 2019 issued by Karnataka Public Works, Ports and Inland Water Transport Department, Karnataka Road Development Corporation Limited;
73.	Notice dated 05.12.2019 issued by Karnataka Public Works, Ports and Inland Water Transport Department, Special Land Acquisition Officer, Karnataka Road Development Corporation Limited, addressed to Mr. T. S. Sivaswamy and Bengal Lamps Limited;
74.	Notice bearing No. KRDCL/Konadasapura/An-1/2021-22 dated 17.05.2021 issued by the Special Land Acquisition officer, KRDCL, Bangalore addressed to Mr. T. S. Sivaswamy and Bengal Lamps Limited; and
75.	Online copy of the Order dated 27.10.2021 passed in the Writ Petition bearing WP No. 19254/2021 filed before the Hon'ble High Court of Karnataka.

### III. Title flow:

Our observations upon review of the abovementioned documents are as follows:

1. We have been provided with the extract of the Record of Rights Register for Survey No. 3 and Survey No. 4. In terms of the said Record of Rights, we note from the entry bearing RR No. 3 and RR No. 4 that Mr. B.S. Sitharamaiah son of Mr. B.S. Venkataramaiah, was the holder of the lands bearing Survey No. 3 and Survey No. 4, having inherited the same as ancestral property (**Document No.** ). The Index of Lands (**Document No.** ) also confirms the same.

2. We understand from the recitals to the Sale Deed dated 02.12.1963 (*detailed in paragraph No. 3 below*) and the Mutation Register Entry bearing No. 1 of 1963-64, made in the extract of Mutation Register (*detailed in paragraph No. 5 below*) that Mr. B.K. Subbaiah acquired title to the lands bearing Survey No. 3 measuring 27 Acres 5 Guntas (excluding 23 Guntas of kharab) and Survey No. 4 measuring 10 Acres 11 Guntas (excluding 19 Guntas of Kharab) totally measuring 37 Acres 16 Guntas, by way of allotment under partition confirmed under the Original Suit bearing OS No. 25 of 1948-49, pursuant to a compromise arrived at between the family members of Mr. B.K. Subbaiah and Mr. B.S. Sitharamaiah for partition of the joint family properties.

We have been provided with the Judgement dated 12.06.1958 passed by the High Court of Mysore in RA No. 30 and RA No. 79 of 1952-53, in connection with the disputes *inter alia* between Mr. B.V. Sitharamaiah and Mr. B.K. Subbaiah (**Document No.** ). In terms of the said Order at paragraph 3, it is recorded that the division of the properties has been made by the Commissioner appointed by the Court and the same has been accepted by Mr. B.K. Subbaiah and Mr. B.V. Sitharamaiah. We have not been provided with the Report of the Commissioner wherein the allocation of the properties by and between B.K. Subbaiah and Mr. B.V. Sitharamaiah have been given effect. However, in terms of the noting in MR Entry No. 1 of 1963-64 of the Mutation Register (**Document No.**), the aforementioned allotment of Survey No. 3 and Survey No. 4 to Mr. B.K. Subbaiah, as per the terms of Compromise decreed in the Suit bearing OS No. 25 of 1948-49 and RA Nos. 30 and 79 of 1952-53, has been recorded.

3. Mr. B.K. Subbaiah (son of Late B. S. Krishnaiah) executed the aforementioned Sale Deed dated 02.12.1963 conveying the lands bearing Survey No. 3 measuring 27 Acres 28 Guntas (including 23 Guntas of 'B' kharab land) and Survey No. 4 measuring 10 Acres 30 Guntas (including 19 Guntas of 'B' kharab land), both situated at Konadasapura Village, Bidarahalli Hobli, Bangalore East Taluk, in favour of Mr. T. S. Sivaswamy (son of Late T. Subramanya), Partner of M/s. The Thyli Engineering Company (**Document No.**).

We have been informed that the original Sale Deed dated 02.12.1963 referred hereinabove is lost. In this regard, it is advisable that a police complaint be filed with the jurisdictional Police Station for loss of original Sale Deed dated 02.12.1963 and a Public Notice be issued for loss of the original Sale Deed.

4. Mr. Subbaiah (son of Late B.S. Krishnaiah) has sworn to an Affidavit stating that although he was married at the time of execution of the Sale Deed dated 02.12.1963 in favor of Mr. T.S. Sivaswamy, he had no children as on the date of the said Sale Deed (**Document No.** \_\_\_).
5. We have been provided with the extract of the Mutation Register bearing MR No. 1 of 1963-64, wherein the sale of Survey No. 3 and Survey No. 4 to Mr. T.S. Sivaswamy is recorded (*refer paragraph No. 2 above*).
6. Extracts of Entry made in the Record of Rights Register bearing RR No. 28 and RR No. 29, records Mr. T.S. Sivaswamy as the owner of the lands bearing Survey No. 3 and Survey No. 4 respectively, having acquired the same under the Sale Deed dated 02.12.1963 (**Document No.** ).

7. It appears that Mr. T.S. Sivaswamy made an application for conversion of Survey No. 3 and Survey No. 4. Subsequently, the Divisional Commissioner, Bangalore Division *vide* Official Memorandum dated 10/14.12.1965 accorded sanction for conversion of the lands bearing Survey No. 3 measuring 27 Acres 5 Guntas along with 23 Guntas of 'B' kharab land and Survey No. 4 measuring 10 Acres 11 Guntas along with 19 Guntas of 'B' kharab land, subject to recovery of conversion fine and payment of upset fee of Rs. 1000 (Rupees One Thousand) per acre of the kharab land (being 01 Acre 02 Guntas) (**Document No.** ).
8. We have not been provided with the: (i) the report prepared by the Deputy Commissioner, Bangalore Rural pursuant to the spot inspection of Survey No. 3 and Survey No. 4 conducted by him on 09.03.1965; and (ii) alienation sketch of Survey No. 3 and Survey No. 4. We have been informed that the original Official Memorandum dated 10/14.12.1965 and other documents specified hereinabove are not available. In this regard, we have been provided with an Endorsement dated 16.05.2022 issued by the Tahsildar, Regional Commissioner Office, stating that the file in relation to the conversion of Survey No. 3 and Survey No. 4 are not available in their records (**Document No.** ).

Upon considering the Hissa Survey Tippani and the Village Map in relation to Survey No. 3 and Survey No. 4, we note that certain kharab lands (i.e., 23 Guntas in Survey No. 3 and 19 Guntas in Survey No. 4) are located within the said lands. We have not been provided with the Gazette Notification that may have been issued by the State Government under Section 68 of the Karnataka Land Revenue Act, 1964 for extinguishing the kharab in the said lands. However, the entire Kharab lands have been converted for non-agricultural industrial use, as aforementioned. Further, we have also not been provided with any documents to confirm the manner in which the said kharab lands came to be allotted to Mr. Sivaswamy (after regularization).

The ownership of Godrej Properties Limited over the said Kharab lands situated within the Subject Property, can be questioned by the Government and the regularization of Kharab lands can be re-opened for scrutiny. Since considerable time (more than 60 years) has elapsed from the date of conversion of the Subject Property for industrial use, any such scrutiny can be defended appropriately, on the grounds of estoppel and acquisition of title by prescription of law.

9. We have been provided with the Alienation Certificate dated 14.02.1966 (*issuing authority is not legible*) sanctioning conversion of the entire extent of land in Survey No. 3 and Survey No. 4 (including the Kharab land therein) from agricultural purposes to non-agricultural industrial purposes (**Document No.** ). **It is advisable to verify the original of the said Alienation Certificate dated 14.02.1966, to confirm its authenticity.**
10. Later, Mr. T.S. Sivaswamy executed Sale Deed dated 27.09.1968 conveying 20 Acres in the land bearing Survey No. 3, in favor of Bengal Electric Lamp Works Limited (represented by its Chairman, Mr. G.A Acharya) (**Document No.** ). The said Sale Deed records that Survey No. 3 and Survey No. 4 are the absolute properties of Mr. T.S. Sivaswamy. The Sale Deed further records that as and by way of abundant caution, Mr. G. Venkatesiah and Mr. G.V.

Chandrashekhar (other Partners in M/s. Thyli Engineering Company) have signed as 'Consenting Witness' affirming the absolute title of Mr. T.S. Sivaswamy over Survey No. 3 and Survey No. 4, to give effect to the said conveyance.

11. Mr. T.S. Sivaswamy executed another Sale Deed dated 17.01.1969, for conveying 10 Acres in lands bearing Survey No. 3 and Survey No. 4, in favor of Bengal Electric Lamp Works Limited (represented by its Chairman, Mr. G.A. Acharya) (**Document No.** ). We note that Mr. G. Venkatesiah and Mr. G.V. Chandrashekhar (other Partners in M/s. Thyli Engineering Company) have signed as 'Consenting Witness' affirming the absolute title of Mr. T.S. Sivaswamy over lands in Survey No. 3 and Survey No. 4, to give effect to the said conveyance.
12. In terms of the extracts of the Record of Rights Register (**Document No.**), we note from the entry bearing RR No. 31 and RR No. 33 that Bengal Electric Lamp Works Limited is the owner of Survey No. 3 and portion of land bearing Survey No. 4, having acquired the same under the aforementioned Sale Deeds executed by Mr. T.S. Sivaswamy. The said endorsement is also affirmed under the extract of entry made in the Index of Lands, which is detailed in paragraph 1 hereinabove. Upon examination of the Index of Lands, we note that Bengal Electric Lamp Works Limited acquired an extent of land measuring 27 Acres 05 Guntas in Survey No. 3 and an extent of the land measuring 02 Acres 35 Guntas in Survey No. 4.
13. We have not been provided with extracts of the Entry bearing MR No. 1 of 1968-69 and MR No. 2 of 1968-69 made in the Mutation Register (*as reflected in the Entry made in RR No. 31 and RR No. 33 specified in the above paragraph*). However, we have been provided with an Endorsement dated 19.08.2019 issued by the Tahsildar, Bangalore East Taluk, K. R. Puram, stating that the extracts of Entry bearing MR No. 1 of 1968-69 and MR No. 2 of 1968-69 cannot be provided as the records relating to the said entry are not available in their office records (**Document No.**).
14. We note that the Sale Deed dated 02.12.1963 executed in favor of Mr. T.S. Sivaswamy records that Mr. T.S. Sivaswamy acquired Survey No. 3 and Survey No. 4 as Partner of M/s. Thyli Engineering Company. Subsequently, Mr. T.S. Sivaswamy dealt with Survey No. 3 and Survey No. 4 in his individual capacity as the absolute owner of the said lands. In this regard, we have been provided with an Affidavit dated 26.11.1968 sworn to by Mr. G. Venkatesiah and Mr. G.V. Chandrashekhar, partners of M/s. The Thyli Engineering Company, confirming that: (i) Mr. G. Venkatesiah, Mr. T.S. Sivaswamy and Mr. G.V. Chandrashekhar are carrying on business in partnership under the name and style of M/s. The Thyli Engineering Company; (ii) Survey No. 3 and Survey No. 4 were purchased by Mr. T.S. Sivaswamy from the funds of the Firm's account charging the same to the capital account of the said partner; (iii) Mr. T.S. Sivaswamy is the sole owner of Survey No. 3 and Survey No. 4 and that the other partners or the Firm do not have any right or interest in Survey No. 3 and Survey No. 4 (**Document No.** ).

We are not aware of the composition of partnership of M/s Thyli Engineering Company. If there were Partners, other than Mr. G. Venkatesiah and Mr. G.V. Chandrashekhar, their consent for the conveyance would have been necessary. In this regard, we have however been informed that there have been no claims by any person to the effect that he/she was a partner of M/s Thyli Engineering Company, at the time of the aforementioned conveyance of lands in Survey No. 3 and Survey No. 4 by Mr. T. Sivaswamy to Bengal Lamps Limited.

--

15. The Tahsildar, Hosakote Taluk has issued a Certificate dated 07.11.1978 confirming that the entire extent of lands bearing Survey No. 3 and Survey No. 4 (including the Kharab lands situated therein) are converted for industrial purposes and the same are held by Bengal Electric Lamp Works Limited (**Document No.** ).
16. Subsequently, Bengal Lamps Limited (formerly Bengal Electric Lamp Works Limited) with an intention to convey the land admeasuring 30 Acres in the lands bearing Survey No. 3 and Survey No. 4, situated at Konadasapura Village, entered into a Memorandum of Understanding dated 05.03.2019 with Kenstream Ventures LLP, agreeing to convey the said lands in favor of Kenstream Ventures LLP, for a consideration of Rs. 185,00,00,000 (Rupees One Hundred and Eighty Five Crores) on certain terms and conditions set out therein (**Document No.** ).
17. The aforementioned Memorandum records that certain loans were availed by Bengal Lamps Limited aggregating to a sum of Rs. 29,60,00,000 (Rupees Twenty Nine Crores Sixty Lakhs). The details of the loans availed by Bengal Lamps Limited and status of the loans are set out in the table hereinbelow:

Sl. No.	Financial Institutions from which Bengal Lamps Limited has availed loan	Documents provided in relation to repayment of the loans
1.	Specified Undertaking of the Unit Trust of India	UTI Asset Management Company Limited (on behalf of Administrator of the Specified Undertaking of the Unit Trust of India) has issued No Due Certificate dated 10.04.2019 ( <b>Document No.</b> ), confirming the repayment of the loan availed by Bengal Lamps Limited in full.
2.	Bank of Baroda	Bank of Baroda has issued No Due Certificate dated 12.06.2019 ( <b>Document No.</b> ), stating that there are no amounts payable by Bengal Lamps Limited to the said Bank.
3.	United Bank of India	United Bank of India has issued No Due Certificate dated 05.04.2019 confirming that there is no amount due and payable by Bengal Lamps Limited ( <b>Document No.</b> ).
4.	State Bank of India	Asset Recovery Management Bank, State Bank of India has issued No Due Certificate dated 08.04.2019 ( <b>Document No.</b> ) stating that loan account in the name of Bengal Lamps Limited stands closed.
5.	ICICI Bank Limited	In terms of the Deed of Discharge of Memorandum of Entry of Deposit of Title Deeds dated 20.08.2019

		( <b>Document No.</b> ), executed by ICICI Bank Limited, we note that the mortgage created in respect of Survey No. 3 and Survey No. 4 in favour of ICICI Bank Limited has been discharged.
--	--	---

18. In terms of the Memorandum of Understanding dated 05.03.2019 (referred in paragraph No. 17 above), we note that certain statutory dues aggregating to Rs. 125,00,00,000 (Rupees One Hundred and Twenty Five Crores Only) remained unpaid by Bengal Lamps Limited. The details of the dues payable by Bengal Lamps Limited and the status of the same are set out hereinbelow:

Sl. No.	Department to which the Statutory Dues / other due are payable	Status of payment of the Statutory Dues as informed by Godrej Properties Limited
1.	Excise Department	We have been informed that a sum of Rs. 2,00,000 (Rupees Two Lakhs) is payable towards Excise Department.  It is advisable that the said amount is paid in full to the Excise Department.
2.	Sales Tax Department, Kolkata	We have been informed that the dues to this department have been settled.
3.	Kolkata Labour and Workmen of Bengal Lamps Limited	We have been informed that there are no amounts payable to Labour and Workmen of Kolkata factory of Bengal Lamps Limited.
4.	Gratuity Department	We have been informed that the dues to this department have been settled.
5.	Employees' Provident Fund Organization	We have been informed that the dues to this department have been settled.  It is pertinent to note that in terms of Section 11(2) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, if any amount is due from an employer in respect of employee's contribution or employer's contribution, the amount so due shall be deemed to have the first charge on the assets of the establishment.
6.	Other miscellaneous dues/ Trade Payables / Public Deposits	We have been informed that there are no dues payable in this regard.

19. In terms of the Order of Waiver dated 30.09.2019 (**Document No.**) issued by the Department of the Commercial Taxes, Bangalore, we note that the arrears of penalty and interest with respect to Bengal Lamps Limited is waived in terms of the Government Order No. FD 9 CSL 2019 dated 21.02.2019.
20. Pursuant to the said Memorandum of Understanding, Bengal Lamps Limited entered into an Agreement To Sell dated 28.03.2019 with Argan Properties Private Limited, agreeing to convey the lands in Survey No. 3 and Survey No. 4, totally measuring 30 Acres situated at Konadasapura Village (less 12 meters in Survey No. 4, which is acquired by the National Highways Authority of India, as detailed hereinbelow) (**Document No.**). Kenstream Ventures LLP has signed the said Agreement To Sell as a 'Confirming Party' confirming the nomination of Argan Properties Private Limited to purchase the said lands on its behalf. The Confirming Party has further confirmed refund of the advance paid by it under the Memorandum of Understanding dated 05.03.2019.
21. In terms of the Certificate dated 07.02.1983, we note that the name of Bengal Electric Lamp Works Limited was changed to Bengal Lamps Limited (**Document No.**).
22. Subsequently, Bengal Lamps Limited executed the Sale Deed dated 28.03.2019 conveying an undivided share of 6 (six) Acres in the lands bearing Survey No. 3 and Survey No. 4 situated at Kondasapura Village in favor of Argan Properties Private Limited (**Document No.**). We note that, under the said Sale Deed, consideration of Rs. 23,87,57,446 (Rupees Twenty Three Crores Eighty Seven Lakhs Fifty Seven Thousand Four Hundred and Forty Six) was paid to Bengal Lamps Limited and the balance amount being Rs. 13,12,42,554 (Rupees Thirteen Crores Twelve Lakhs Forty Two Thousand Five Hundred and Fifty Four Only) was agreed to be paid towards repayment of dues specified therein.
23. Pursuant to the above, Bengal Lamps Limited executed an Irrevocable Power of Attorney dated 28.03.2019 (**Document No.**) authorizing Argan Properties Private Limited to give effect to partition of the lands to demarcate the land acquired by Argan Properties Private Limited under the Sale Deed dated 28.03.2019.
24. On the same date, Bengal Lamps Limited executed a Deed of Simple Mortgage dated 28.03.2019 creating a charge on the lands bearing Survey No. 3 and Survey No. 4, to an extent of 24 Acres, in favor of Argan Properties Private Limited (**Document No.**). The said mortgage was created to secure the fulfilment of the obligations by Bengal Lamps Limited, under the Agreement to Sell dated 28.03.2019.
25. Subsequently, Bengal Lamps Limited executed Sale Deed dated 04.09.2019 in favour of Argan Properties Private Limited for conveying an undivided share to the extent of 5 (five) Acres in the lands bearing Survey No. 3 and Survey No. 4, out of the 24 Acres of undivided share in the said lands in favor of Argan Properties Private Limited (**Document No.**). We note that under the said Sale Deed, consideration of Rs. 5,00,000 (Rupees Five Lakhs) was paid to Bengal Lamps Limited and the balance amount being Rs. 30,47,50,000 (Rupees Thirty Crores Forty Seven Lakhs Fifty Thousand Only) was agreed to be paid towards repayment of certain statutory dues specified therein. It is relevant to note that as on the date of the said Sale Deed, the mortgage over the 24 Acres of land in Survey No. 3 and Survey No. 4, continued to subsist

- (including in relation to the 5 (five) Acres of land conveyed under the Sale Deed dated 04.09.2019).
26. In terms of the Letter dated 28.03.2001 issued by the Principal Secretary, Urban Development Department, we note that permission for sale of the land held by Bengal Lamps Limited was not required to be taken from the Government (**Document No.**).
  27. Pursuant to the aforementioned Sale Deed, Bengal Lamps Limited executed Irrevocable Power of Attorney dated 04.09.2019 authorizing Argan Properties Private Limited to give effect to partition of the lands to demarcate the land acquired by Argan Properties Private Limited under the Sale Deed dated 04.09.2019 (**Document No.**).
  28. Thereafter, Bengal Lamps Limited entered into a Supplementary Agreement dated 04.09.2019 with Argan Properties Private Limited in furtherance to the aforementioned Sale Deeds, whereunder the proposed terms for partition of the lands in Survey No. 3 and Survey No. 4, were set out (**Document No.**).
  29. In terms of the Second Supplementary Agreement dated 16.01.2023 (**Document No.**), we note that Bengal Lamps Limited, at the request of Argan Properties Private Limited, has agreed to convey an extent of 01 Acre 21 Guntas undivided share in Survey No. 3 and Survey No. 4 in favor of Kenstream Ventures LLP and has agreed to convey the balance 17 Acres 04 Guntas undivided share in Survey No. 3 and Survey No. 4 in favor of Argan Properties Private Limited.
  30. We have been provided the Receipt dated 17.01.2023 to the Sale Deed dated 28.03.2019 wherein Bengal Lamps Limited has acknowledged the receipt of the entire sale consideration payable to it under the Sale Deed dated 28.03.2019 (**Document No.**).
  31. We have perused the Receipt dated 17.01.2023 to the Sale Deed dated 04.09.2019 wherein Bengal Lamps Limited has acknowledged the receipt of the entire sale consideration payable under the Sale Deed dated 04.09.2019 (**Document No.**).
  32. Later, Argan Properties Private Limited executed Discharge Deed dated 17.01.2023 releasing the mortgage created under the Deed of Simple Mortgage dated 28.03.2019, in respect of the undivided share of land measuring 24 Acres in Survey No. 3 and Survey No. 4, in favor of Bengal Lamps Limited (**Document No.**).
  33. Thereafter, Bengal Lamps Limited executed Sale Deed dated 17.01.2023 conveying an undivided share to an extent of 17 Acres 04 Guntas in the lands bearing Survey No. 3 and Survey No. 4, in favor Argan Properties Private Limited (**Document No.**).
  34. It appears that the extent of the land conveyed to Argan Properties Private Limited under the Sale Deed dated 17.01.2023 was erroneously mentioned as 17 Acres 04 Guntas instead of 17 Acres 06 Guntas. The said error in the extent was rectified vide Rectification Deed dated 25.01.2023 to the Sale Deed dated 17.01.2023 (**Document No.**).
  35. In the manner stated above, Argan Properties Private Limited, acquired 28 Acres and 06 Guntas, under the Sale Deed 28.03.2019 (for 6 Acres), Sale Deed dated 04.09.2019 (for 5

Acres) and Sale Deed dated 17.01.2023 (for 17 Acres 06 Guntas), from and out of the 30 Acres of land in Survey No. 3 and Survey No. 4, owned by Bengal Lamps Limited.

36. In terms of the Sale Deed dated 17.01.2023 (registered as Document bearing No. MDP-1-09940-2022-23) (**Document No.** ) read with the Deed of Rectification dated 25.01.2023 (registered as Document bearing No. MDP-1-10210-2022-23) (**Document No.** ), Bengal Lamps Limited conveyed an extent of 01 Acre 19 Guntas of land as an undivided share in the lands in Survey No. 3 and Survey No. 4, to Kenstream Ventures LLP. Pursuant to the said conveyance, Bengal Lamps Limited continued to own 15 Guntas (as an undivided interest) in Survey No. 3 and Survey No. 4.
37. We have been provided with the Certificate dated 22.11.2022 (**Document No.** ) issued by the Office of the Assistant Commissioner of Income Tax, Circle 11(1), Kolkata under Section 281 of the Income Tax Act, 1961, whereunder no objection to convey Survey No. 3 and Survey No. 4 in favor of Argan Properties Private Limited has been issued by the said Department.
38. Pursuant to the aforementioned sale transactions, the owners of the lands bearing Survey No. 3 and Survey No. 4, measuring 30 Acres, viz., Argan Properties Private Limited, Bengal Lamps Limited and Kenstream Ventures LLP, entered into a Deed of Partition dated 17.01.2023 (read with Deed of Rectification dated 25.01.2023) (**Document No. \_\_\_ & Document No. \_\_\_**), for partition by metes and bounds of their respective entitlements in the said lands bearing Survey No. 3 and Survey No. 4. In terms of the said Partition Deed, Argan Properties Private Limited was allocated 28 Acres 06 Guntas of identified land in Survey No. 3 and Survey No. 4. The said 28 Acres 06 Guntas of land allocated to Argan Properties Private Limited is demarcated under the Schedule read with the Sketch, in the said Partition Deed.
39. Accordingly, the total extent of land in Survey No. 3 and Survey No. 4 (collectively) allocated to Argan Properties Private Limited under the aforementioned Partition Deed dated 17.01.2023 (as rectified under the Deed of Rectification dated 25.01.2023), is 28 Acres 06 Guntas, being the Subject Property.

It is relevant to note that in terms of the Partition Deed dated 17.01.2023 (read with the Deed of Rectification dated 25.01.2023), the lands allocated to Argan Properties Private Limited, Kenstream Ventures LLP and Bengal Lamps Limited, includes only the converted Kharab land in Survey No. 3. There is no reference to the converted Kharab Land in Survey No. 4. However, upon considering the lands in Survey No. 4 in the Village Map of Konadasapura village, it appears that certain converted kharab lands are situated within Survey No. 4 (retained by Argan Properties Private Limited).

The 28 Acres 06 Guntas of land in Survey No. 3 and Survey No. 4, conveyed to Argan Properties Private Limited, includes the 12 square meters of land acquired by the Ministry of Shipping, Road Transport and Highways, for the purposes of widening of the National Highway No. 4 (on the south). The said 12 square meters of land is not demarcated in the Sketch annexed to the Partition Deed.

40. We note that Mr. Sivaswamy and his wife, Mrs. Leelavathi also conveyed converted land bearing Survey No. 4 under the following sale deeds:

- (a) an extent of 4 Acres in Survey No. 4 under the Sale Deed dated 23.06.1984 (**Document No.**) in favor of Arco Spinning Mills Manufacturers; and
- (b) an extent of 4 Acres 4 Guntas in Survey No. 4 under the Sale Deed dated 23.06.1984 (**Document No.**) in favor of Mr. Adul Raheem and Arco Manufacturers.

**It is pertinent to note that the total extent of converted land in Survey No. 4 was only 10 Acres 30 Guntas. Mr. Sivaswamy conveyed an extent of 02 Acres 35 Guntas in the land bearing Survey No. 4 to Bengal Lamps Limited under the Sale Deed dated 17.01.1969 (Index of Lands record Bengal Lamps Limited to be the holder of an extent of 02 Acres 35 Guntas in Survey No. 4).**

**The balance extent of converted land available in Survey No. 4, after conveyance to Bengal Lamps Limited vide Sale Deed dated 17.01.1969, was only 7 Acres 35 Guntas. However, Mr. Sivaswamy and his wife, Mrs. Leelavathi conveyed an additional extent of 13 Guntas in the said land under the Sale Deeds both dated 23.06.1984.**

**It must be determined if there is an overlap in conveyance of any portion of land already conveyed to Bengal Lamps Limited, under the conveyance in favor of Arco Spinning Mills Manufacturers and others. In this regard, it is advisable to ascertain the total extent of land conveyed in Survey No. 4 to Argan Properties Private Limited.**

41. Thereafter, Argan Properties Private Limited executed Sale Deed dated 07.03.2023 (Registered as Document No. INR-1-15865-2022-23 (stored in CD No. INRD1301) at the Office of the Sub-Registrar, Shivajinagar (Indiranagar)) for conveyance of the Subject Property in favour of Godrej Properties Limited (hereinafter '**GPL**'). In terms of the said Sale Deed, we note GPL has agreed to convey built up area measuring 1,00,000 (one lakh square feet) forming part of the retail development to be constructed on a portion of the Subject Property along with proportionate undivided right, title and interest in the Subject Property in favour of Argan Properties Private Limited and / or its nominee. The same forms part of the sale consideration payable to Argan Properties Private Limited under the said Sale Deed.

We note from the aforementioned Sale Deed that an extent of 12 square meters forming part of the Subject Property which was acquired by the Ministry of Shipping, Road Transport and Highways was also conveyed under the said Sale Deed. Further, the location of said land (acquired for the purpose of the road) is not identified in the sketch enclosed with the Sale Deed. It is advisable that the extent and the exact location of the said land must be ascertained and kept out of development, on the Subject Property.

42. The RTCs issued in respect of the land bearing Survey No. 3 for the period 1968-69 to 1972-73 record Mr. T.S. Sivaswamy as the holder of the said land. RTCs issued in respect of the land bearing Survey No. 3 for the period 1976-77 to 1984-85, 1994-95, 2002-03 to 2022-23 record Mr. T.S. Sivaswamy as holder of the land measuring 07 Acres 05 Guntas and Bengal Lamps Limited as the holder of 20 Acres (**Document No.**).

We note that the reference to Mr. T.S. Sivaswamy as the holder of the land measuring to an extent of 07 Acres 05 Guntas in Survey No. 3 in the aforementioned RTCs is incorrect as he had already conveyed the entire extent in Survey No. 3. However, in view of the conversion of Survey No. 3 for non-agricultural purposes, this discrepancy (in updation of the RTC) can be ignored.

We have not been provided with the RTCs issued in respect of the land bearing Survey No. 3 measuring 27 Acres 28 Guntas (including 23 Guntas of Kharab) for the period 1985-86 to 1993-94 and 1995-96 to 2001-02. We have been informed that the same are not available. In this regard, we have been provided with an Endorsement dated 02.12.2022 issued by the Tahsildar, Bangalore East Taluk, Krishnarajapura (**Document No.** ) stating that: (i) RTCs issued in respect of Survey No. 3 for the period 1973 to 1976 are not available; and (ii) RTCs for the period 1986 to 1988, 1988-89, 1989 to 1992, 1992 to 1994 and 1996 to 2000 though available, cannot be issued since there is a clerical error (the RTC's do not record the 'year' for which the said RTC's are applicable).

43. RTCs issued in respect of the land bearing Survey No. 4 measuring 10 Acres 30 Guntas (including 19 Guntas of 'A' Kharab) for the period 1968-69 to 1972-73, 1976-77 to 1982-83, 1993-94 to 1995-96, 2002-03 to 2014-15 and 2018-19 to 2022-23 record Mr. T.S. Sivaswamy as the holder of the said property (**Document No.** ). We have not been provided with the RTCs issued in respect of Survey No. 4, for the intervening periods. However, we have been provided with an Endorsement dated 02.12.2022 (*Referred in Document No. \_\_, hereinabove*) stating that the (i) RTCs issued in respect of Survey No. 4 for the period 1973 to 1976 are not available; and (ii) RTCs for the period 1986 to 1988, 1988-89, 1989 to 1992, 1992 to 1994 and 1996 to 2000 though available, cannot be issued since there is a clerical error (the RTC's do not record the 'year' for which the said RTC's are applicable).

**The RTCs issued for the period 2011-12 to 2022-23 refer to the Notification passed for acquisition of 19 Guntas in the land bearing Survey No. 4 for supply of water from Yelemallappa Shetty Kere to Doddakere, Hosakote. It is necessary to ascertain if the land specified hereinabove was acquired. We have not been provided with any information in this regard.**

We note that the reference to Mr. T.S. Sivaswamy as the holder of Survey No. 4 is incorrect as he had already conveyed Survey No. 4 in favor of Bengal Lamps Limited and other third parties. However, in view of the conversion of Survey No. 4 for non-agricultural purposes, this discrepancy (in updation of the RTC) can be ignored.

*We have not been provided with the RTCs issued in respect of the land bearing Survey No. 4 measuring 10 Acres 30 Guntas (including 19 Guntas of Kharab) for the period 2001-02 and 2015-16 to 2017-18. We have been informed that the same are not available. We have not been provided with any endorsement in this regard from the Land Revenue Department.*

44. The Tippani issued in respect of the land bearing Survey No. 3 (**Document No.** ) reflects the shape of the said land and we note that the same matches with the Sketch annexed to Partition Deed dated 17.01.2023 (read with the Deed of Rectification dated 25.01.2023) referred above.

45. The Resurvey Tippani issued on 06.05.1921 in respect of the land bearing Survey No. 3 records the total extent in the said land as 27 Acres 28 Guntas including 23 Guntas of kharab (**Document No.**). The said Resurvey Tippani also shows the location of kharab (i.e., Bandidari & pathways) in the said land.
46. Hissa Survey Tippani issued in respect of the land bearing Survey No. 3 reflects the shape of the said land and records the name of Mr. T.S. Sivaswamy as the holder. It further records that the kharab extent in the said land (being 23 Guntas) has been formed into a 'Road'. However, it records that the balance extent (excluding Kharab) is 26 Acres 34 Guntas held by Bengal Lamps Limited, and the same has been brought under N.A.K (**Document No.**).

We note that the Hissa Survey Tippani records Bengal Lamps Limited to be in possession of 26 Acres 34 Guntas instead of 27 Acres 5 Guntas (excluding 23 Guntas of Kharab). It appears that the same is an inadvertent error.

The Hissa Survey Tippani does not match the Village Map of Konadasapura Village, partially with respect to 'B' kharab land. We however note that the extent of Kharab land in Survey No. 3 is consistent in all revenue records (being 23 Guntas). The said 23 Guntas now forms part of the Budigere Main Road, as confirmed by the above stated Hissa Survey Tippani and the Sale Deed dated 27.09.1968, executed by Mr. T. Sivaswamy in favour of Bengal Lamps Limited. The Partition Deed dated 17.01.2023 (read with Rectification Deed dated 25.01.2023), also confirms that the said 23 Guntas of land (together with an additional 15 Guntas of land) forms part of the Budigere Main Road.

47. The Tippani issued in respect of the land bearing Survey No. 4 reflects the shape of the said land (**Document No.**).
48. In terms of the Hissa Survey Tippani and Pakka Book Nakalu issued in respect of land bearing Survey No. 4, we note the following (**Document No.**):
- total extent of the land bearing Survey No. 4 is 11 Acres (instead of 10 Acres 30 Guntas as per the RTC issued in respect of Survey No. 4);
  - the Divisional Commissioner has converted the land bearing Survey No. 4 measuring 10 Acres 30 Guntas (including kharab land measuring 19 Guntas) for non-agricultural purposes vide Order dated 10/14.12.1965; and
  - the converted portion of the land i.e., 10 Acres 30 Guntas is assigned Survey No. 4/1 and the balance extent of 10 Guntas is assigned Survey No. 4/2. However, there is no RTC issued specifically for Survey No. 4/1 and Survey No. 4/2.
49. From the sketch (*in the Hissa Tippani*) showing the location of the lands bearing Survey No. 4/1 and Survey No. 4/2, we note that Survey No. 4/2 is located in the northern portion and Survey No. 4/1 is located in the southern portion.

50. From a perusal of the Sketch annexed to the Sale Deeds dated 27/09/1968 and dated 17/01/1969, whereunder Bengal Lamps Limited purchased 30 Acres in Survey No. 3 and Survey No. 4, it appears that the land in Survey No. 4/2 is also delivered in possession to Bengal Lamps Limited under the said Sale Deeds. The same must be confirmed by way of an appropriate survey and it must be ascertained if the total extent of Survey No. 4 is 10 Acres 30 Guntas OR 11 Acres.
51. From the Revision Settlement Akarband issued in respect of the land bearing Survey No. 3, Survey No. 4/1 and Survey No. 4/2, we note that: (i) the total extent of land in Survey No. 3 is 27 Acres 28 Guntas out of which 27 Acres 5 Guntas is shown as 'A' kharab land and balance 23 Guntas is shown as 'B' kharab land; (ii) the total extent of the land in Survey No. 4/1 is 10 Acres 30 Guntas out of which 10 Acres 11 Guntas is shown as 'A' kharab land and the balance 19 Guntas is shown as 'B' kharab land; and (iii) the total extent of the land in Survey No. 4/2 is shown as 10 Guntas, without presence of any kharab (**Document No.**).

The recording under the Revision Settlement Akarband is not in line with the description of the property (with respect to Kharab extent and category) under the other revenue records and the Official Memorandum bearing No. ALN.I. SR.93/65-66, dated 10/14.12.1965 (referred herein above, as Document No. \_\_\_). The Akarbandh has to be rectified to remove reference to 'A' kharab as regards land measuring 27 Acres 5 Guntas in Survey No. 3 and land measuring 10 Acres 11 Guntas in Survey No. 4.

52. The Village map of Konadasapura Village shows the shape of the lands bearing Survey No. 3 and Survey No. 4. It also shows the presence of kharab lands within the said lands (**Document No.**). The nature of kharab in the said lands is as specified below:

**Under Survey No. 3:**

'Tank' in the southern portion;  
'Cart Track' on western portion and north-eastern portion;  
'Shrubs' in the southern portion; and  
'Pathway' in the western portion.

**Under Survey No. 4:**

'Bandi daari / cart track' in the northern portion.

The Official Memorandum dated 10/14.12.1965 for conversion of Survey No. 3 and Survey No. 4 includes the conversion of kharab land. As aforementioned, we have not been provided with any document to confirm compliance to due process, for conversion of the said kharab land for industrial use.

53. We have been provided with an Endorsement dated 13.07.2022 issued by the Karnataka Industrial Areas Development Board stating that the lands bearing Survey No. 3 and Survey No. 4 are not acquired by KIADB for any purposes as on the date of the Endorsement (**Document No.**).

54. Karnataka Housing Board has issued an Endorsement dated 17.12.2019 stating that the lands bearing Survey No. 3 and Survey No. 4 are not acquired by KHB for any purposes as on the date of the Endorsement (**Document No.** ).
55. We have been provided with an Endorsement dated 26.02.2019 issued by the Special Land Acquisition Officer and Competent Authority, NHAI, Hebbal, Bangalore (**Document No.** ) stating that no land has been acquired in Survey No. 3, Survey No. 4/1 and Survey No. 4/2 pursuant to acquisition of 972 square meters in Survey No. 4/1 vide Notification S.O.1929(E) dated 14.11.2007.

**Please provide us with the Development Plan and the Sanctioned Building Plan issued by the relevant planning authority in relation to the development of the Subject Property.**

56. We observe from the Endorsement dated 07.05.2020 issued by the Assistant Commissioner that there are no proceedings initiated under the Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 in respect of the lands bearing Survey No. 3 and Survey No. 4 (**Document No.** ).
57. We observe from the Endorsement dated 03.09.2019 issued by the Special Tahsildar, Bangalore East Taluk, Bangalore, that there are no tenancy applications filed in Form 7 and 7A of the Karnataka Land Reforms Act, 1961, with respect to the lands bearing Survey No. 3 and Survey No. 4 (**Document No.** ).
58. We have been provided with E-Khata dated 03.09.2019 issued by Doddabanhalli Village Panchayat showing Bengal Lamps Limited as the owner of the lands bearing Survey No. 3 and Survey No. 4 measuring 1,21,393.7 square meters (**Document No.** ).

**We have not been provided with the E-Khata for the Subject Property in the name of Godrej Properties Limited. It is necessary to verify the same.**

59. We have been provided with Receipt dated 13.07.2021 evidencing payment of property tax in respect of the land bearing Survey No. 3 and Survey No. 4 for the year 2021-22 (**Document No.** ).

**We have not been provided with proof of payment of property taxes in respect of the land bearing Survey No. 3 and Survey No. 4 for the year 2022-23. It is necessary to procure the same for verification.**

60. We have perused the Encumbrance Certificates issued by the jurisdictional Sub-Registrar for the periods: (i) 01.04.1960 to 31.07.1986, (ii) 01.08.1986 to 31.05.1989, (iii) 01.06.1989 to 31.03.2004, and (iv) 01.04.2004 to 21.08.2022 with respect to the land bearing Survey No. 3 measuring 27 Acres 28 Guntas (**Document No.** ).

The Encumbrance Certificate issued in respect of the land bearing Survey No. 3 for the period 01.04.1960 to 31.07.1986 does not reflect the Deed of Reconveyance dated 18.05.1982 executed by Karnataka State Financial Corporation in favor of Bengal Lamps Limited, registered as Document No. 453 of 1982-83 in the office of the Sub-Registrar, Hosakote. We

have been provided with the Deed of Re-conveyance dated 18.05.1982 (Document No. \_\_) executed by Karnataka State Financial Corporation in favor of Bengal Lamps Limited, pursuant to discharge of the loan. It is advisable to obtain rectified Encumbrance Certificate showing the aforementioned transaction.

61. We have perused the Encumbrance Certificates issued by the jurisdictional Sub-Registrar for the periods: 01.04.1960 to 31.07.1986, 01.06.1989 to 31.03.2004 and 01.04.2004 to 21.08.2022 with respect to the land bearing Survey No. 4 measuring 10 Acres 30 Guntas (**Document No.**).

- (i) The Encumbrance Certificate for the land bearing Survey No. 4 for the period 01.08.1986 to 31.05.1989, is only for an extent of 2 Acres 32 Guntas. It is advisable to procure the Encumbrance Certificate for the said period for the said land bearing Survey No. 4 measuring 10 Acres 30 Guntas.
- (ii) **Further, it is necessary to verify the Encumbrance Certificate for the land bearing Survey No. 4/2 measuring 10 Guntas from the date of its sub-division till date.**
- (iii) The Encumbrance Certificate issued in respect of the land bearing Survey No. 4 for the period 01.04.1960 to 31.07.1986 does not reflect the Deed of Reconveyance dated 18.05.1982 executed by Karnataka State Financial Corporation in favor of Bengal Lamps Limited, registered as Document No. 453 of 1982-83 in the office of the Sub-Registrar, Hosakote. We have been provided with the Deed of Reconveyance dated 18.05.1982 (Document No. \_\_) executed by Karnataka State Financial Corporation in favor of Bengal Lamps Limited, pursuant to discharge of the loan. It is advisable to obtain rectified Encumbrance Certificate showing the aforementioned transaction.

62. We have perused the Encumbrance Certificate issued by the jurisdictional Sub-Registrar in relation to the Subject Property for the period from 01.04.2022 till 01.02.2023 (**Document No.** ). We note that the same reflects the transactions detailed hereinabove.

**We have not been provided with the distinct Encumbrance Certificates in respect of Survey No. 3 and Survey No. 4 for the period commencing from 22.08.2022 till date. It is necessary to procure the same for verification.**

#### **Notifications and Acquisitions:**

We observe that a portion of the land bearing Survey No. 4 measuring 09.12 Guntas was notified for acquisition by the Ministry of Shipping, Road Transport and Highways for the purpose of widening of the National Highway *vide* (i) Notification issued in the Official Gazette bearing No. S. O. 1929 (E) dated 14.11.2007; and (ii) Final Notification bearing No. S. O. 1929 (E) dated 14.11.2007 (**Document No.** ). The said notification is also accompanied by a Sketch which indicates the location and extent of property being acquired. We have been provided with the Receipt dated 20.03.2012 (**Document No.** ), issued

by Bengal Lamps Limited, wherein it has acknowledged receipt of the compensation amount from the Ministry of Shipping and Road Transport, in respect of the said 12 square meters of land acquired from Bengal Lamps Limited. We note that the said 09.12 Guntas of the land does not form part of the Subject Property.

#### **IV. Litigation:**

##### **A. Litigation Relating to Industrial Dispute:**

Bengal Lamps Limited suspended the operation of the factory at Bengaluru from 24.06.1989. Upon suspension of the operations, the Bengal Lamps Workers Union filed a suit for compensation which was referred by the Government of Karnataka on 07.06.1990 to the Presiding Officer, Labour Court, Bangalore. The Presiding Officer passed an Award on 10.02.2000 that the workers of the Bengal Lamps Limited, Bangalore (other than badali workmen and casual workmen) are entitled to compensation as stated under Section 25-C of the Industrial Disputes Act, 1947 for a period of 45 (forty-five) days. We note from the Memorandum of Settlement dated October 23, 2019 executed between Bengal Lamps Limited and Bengal Lamps Workers Union (**Document No. \_\_\_\_**); another Memorandum of Settlement dated October 23, 2019 executed between Bengal Lamps Limited and Bengal Lamps Workers Union (**Document No. \_\_\_\_**); and Memorandum of Settlement dated 24.11.2019 (**Document No. \_\_\_\_**) that Bengal Lamps Limited has duly settled the dues of the workmen, as per the aforementioned claims.

There is no proof of 'closure' of the factory premises at the Subject Property by Bengal Lamps Limited, by compliance to due process of law, in particular the Industrial Disputes Act, 1947.

##### **B. Litigation Relating to the Subject Property:**

In terms of the Complaint filed in the Original Suit bearing OS No. 987 of 2019 before the Principal City Civil & Sessions Judge, Bangalore, we note that Mr. T. Nityananda son of Late Mr. Sivaswamy (who is the erstwhile owner of the land bearing Survey No. 3 measuring 27 Acres 5 Guntas) has filed a suit for permanent injunction against Bengal Lamps Limited to restrain them from alienating the land bearing Survey No. 3 measuring 7 Acres 5 Guntas. Mr. T Nityananda, in the said complaint has stated that: (i) the RTC issued in respect of the land bearing Survey No. 3 measuring 7 Acres 5 Guntas reflect the name of his father, Mr. Sivaswamy as the owner of the said land; and (ii) pursuant to demise of Mr. Sivaswamy, Mr. Sivaswamy's family members are in peaceful possession and enjoyment of the said property. The Court has not passed any interim order in this matter. We note that the RTC does not fully reflect the transactions with respect to Survey No. 3. The sale transactions with respect to Survey No. 3 and Survey No. 4, given effect by Mr. Sivaswamy, will be binding upon his family members.

The matter is presently posted for taking steps to summon the defendants to enter appearance in the matter. However, we do not find any merits in the claim of Mr. T. Nityananda.

## VI. ZONING ISSUES:

We note that a portion of the Subject Property is located within the 'Agricultural Zone', as per the zoning under the Revised Master Plan, 2015, issued by the Bangalore Development Authority ('RMP'). Although the entire extent of the Subject Property (including the Kharab land situated within) is converted for 'industrial purpose', the aforementioned 'zoning' discrepancy is prevalent. In terms of the Second Supplementary Agreement dated 04.09.2023 (**Document No.**) referred above, it appears that an extent of 5 Acres 25 Guntas forming part of the Subject Property, is situated within the said Agricultural zone.

We note that Bengal Lamps Limited had made an application to the Bangalore Development Authority for obtaining development plan for \_\_\_\_\_. However, the Bangalore Development Authority had issued an endorsement stating that the application for issuance of development plan would be considered only upon change of land use order is obtained for a portion of land which is demarcated in agricultural zone in the RMP.

Pursuant to the above, Bengal Lamps Limited filed a Writ Petition bearing WP No. 17159 of 2022 against the State of Karnataka and Bangalore Development Authority seeking the Hon'ble Court to issue a writ of mandamus directing the Bangalore Development Authority to consider the application of Bengal Lamps Limited for sanction of development plan. In terms of the Order dated December 15, 2022, the Hon'ble High Court has disposed the case directing the Bangalore Development Authority to reconsider the application made by Bengal Lamps Limited for sanction of development plan in terms of the applicable laws.

**The extent of the land (forming part of the Subject Property) comprised in the said Agricultural Zone must be ascertained. In terms of the Second Supplementary Agreement dated 04.09.2023 (Document No.) referred above, it appears that an extent of 5 Acres 25 Guntas forming part of the Subject Property, is situated within the said Agricultural zone. Unless a 'Change of Land Use' or 'Rectification of Zoning' is obtained by due process from the Government of Karnataka, in relation to the said discrepancy in 'zoning', the full extent of the Subject Property cannot be put to use for non-agricultural purposes. Further, this issue may become a hurdle for modification of the 'Official Memorandum' relating to conversion of the Subject Property, from industrial use to 'residential use' (as contemplated).**

## VII. CONCLUSION:

Upon review of the above-mentioned documents and information provided to us and subject to verification of the below specified documents, we are of the opinion that:

- (i) Godrej Properties Limited is the owner of the Subject Property (excluding the 12 square meters of land acquired by Ministry of Shipping, Road Transport and Highways) having acquired the ownership over the Subject Property under the Sale Deed dated 07.03.2023; and
- (ii) Godrej Properties Limited has to convey to Argan Properties Private Limited super built up area measuring 1,00,000 square feet in the retail development contemplated to be developed at the Subject Property along with proportionate undivided right, title and interest in the Subject

Property, within such time as agreed between Godrej Properties Limited and Argan Properties Private Limited

The aforementioned Conclusion is subject to outcome of the Original Suit bearing O.S No. 987/2019 filed by Mr. T.S. Nityananda (son of Mr. T. Sivaswamy) with respect to the land bearing Survey No. 3.

- (i) We have been provided with the Encumbrance Certificate with respect to the Subject Property for the period from 22.08.2022 till 08.03.2023 which shows the reference of the above entry.

**DSK Legal**  
**09.01.2024**

Housiey.com