

July 15, 2019

**Title report with respect to land in Survey No.149/1 measuring 1 acre 27 guntas,
situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.**

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL

J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com

Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.149/1 measuring 1 acre 27 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
2. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
3. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized post the year 2000. We rely on the encumbrance certificates issued by the sub-registrar and we also verify the same in the sub-registrar to confirm the entries.
4. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
5. We have not conducted any physical inspection or survey of the Schedule Property
6. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.



J. Sagar Associates

TITLE REPORT

We have in this Report dealt with land in Survey No.149/1 measuring 1 acre 27 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title:

1. We have perused a copy of the hissa tippany extract which bears out that land in Survey No.149 was bifurcated into 12 parts being Survey No.149/1 to Survey No.149/12. The said extract also bears out the name of Chinnappa son of Inneshappa as the owner of Survey No.149/1. *We have not been provided with any title documents in terms of which Chinnappa acquired title to Survey No.149/1, we have therefore relied on the revenue documents detailed below which records the name of Chinnappa as the owner of Survey No.149/1.*
2. We have perused a copy of the karda which bears out the name of Chinnappa son of Inneshappa as the owner of Survey No.149/1.
3. We have perused a copy of the RTC extract for the period 1967-68 to 1972-73 which bears out the name of Chinnappa son of Inneshappa as the owner of Survey No.149/1 measuring 1 acre 27 guntas excluding 1 gunta of B karab ("**Schedule Property**").
4. We have perused a copy of the inheritance certificate extract bearing IHC No.73/82-83 which bears out that after the death of Chinnappa, the katha of the Schedule Property was registered in the name of his only legal heir Inneshappa.
5. We have perused a copy of the endorsement dated 22.12.2018 which bears out the non-availability of the RTC extracts for the period 1973 to 1983 with respect to the Schedule Property.
6. We have perused a copy of the RTC extract for the period 1983-84 to 1987-88 which bears out the name of Chinnappa son of Inneshappa as the erstwhile owner and the name of Gode Inneshappa (also known as Inneshappa) son of Chinnappa as the subsequent owner of the Schedule Property in terms of IHC No.73/82-83.
7. We have perused a copy of the family tree (marked as exhibit P1) in O.S. No.882/1995 which bears out the genealogical tree of Gode Inneshappa as follows: the said Gode Inneshappa and his wife Anthonamma had seven children namely Igneshamma, Rajamma, Philomena, Kanikyamary, Cecilia, Cathorine and Lurdumary.
8. We have perused a copy of the Will dated 13.04.1985 which bears out that Inneshappa son of Chinnappa bequeathed the Schedule Property along with certain other land parcels in favour of his grandson Joseph (son of Igneshamma). *We note that Joseph has not acted upon the Schedule Property and has executed a memorandum of agreement (which is detailed under the note on litigation below).*



9. We have perused a copy of the inheritance certificate extract bearing IHC No.5/93-94 which bears out that after the death of Innesappa, the katha of the Schedule Property was registered in the name of his wife Anthonamma. We note that although Joseph acquired the Schedule Property in terms of the will detailed above, the katha was registered in the name of Anthonamma.
10. We have perused a copy of the RTC extract for the period 1988-89 to 1992-93 which bears out the name of Anthonamma wife of late Gode Innesappa as the owner of the Schedule Property in terms of IHC No.5/93-94. *We note that although Joseph acquired the Schedule Property his name was not updated in the RTC extracts however the same was rectified later as detailed above.*
11. We have perused a copy of the sale agreement dated 30.07.1993 registered as document No.1884/93-94 which bears out that Anthonamma wife of late Gode Innesappa and her daughters Igneshamma and Rajamma agreed to sell the Schedule Property in favour of Nasirulla Shariff. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.1982 to 31.03.2004. *We note that the other daughters of Anthonamma who were not made parties to the sale agreement, were made parties to the suit which has been separately detailed below under the note on litigation. The suit was filed by Philomena (one of the daughter of Innesappa) against her family members. Kannikamary has appeared before the court and has filed her written statement in the said suit. Cathorine and Lurdmery have been placed exparte in the suit. However, they have not challenged the order passed in the said suit or have not filed any other suit over the Schedule Property. We note that any appeal if to be filed on the said suit is now time barred under law. We have been given to understand that Cecilia is dead. We have sought for the death certificate and have been given to understand that the same is not available. We have therefore relied on the judgement which records that Cecelia is dead. Please note, we had also issued a public notice calling for objections over the Schedule Property and have not received any objections as on date. The said parties have also executed a memorandum of understanding which is detailed below under the note on litigation.*
12. We have perused a copy of the general power of attorney dated 30.07.1993 registered as document No.261/93-94 which bears out that Anthonamma wife of late Gode Innesappa and her daughters Igneshamma and Rajamma authorised and appointed Nasirulla Shariff as their power of attorney holder. *We note that the other daughters of Anthonamma who were not made parties to the power of attorney, were made parties to the suit which has been separately detailed below under the note on litigation. The suit was filed by Philomena (one of the daughter of Innesappa) against all her family members. Kannikamary has appeared before the court and has filed her written statement in the said suit. Cathorine and Lurdmery have been placed exparte in the suit. However, they have not challenged the order passed in the said suit or have not filed any other suit over the Schedule Property. We note that any appeal if to be filed on the said suit is now time barred under law. We have been given to understand that Cecilia is dead. We have sought for the death certificate and have been given to understand that the same is not available. We have therefore relied on the judgement*



which records that Cecelia is dead. Please note, we had also issued a public notice calling for objections over the Schedule Property and have not received any objections as on date. The said parties have also executed a memorandum of understanding which is detailed below under the note on litigation.

13. We have perused a copy of the mutation register extract bearing MR No.23/93-94 which bears out that the katha of the Schedule Property was registered in the name of Joseph in terms of the will executed by Inneshappa detailed above. On a review of the said extract we also note that Anthonamma wife of late Inneshappa (who had entered into the sale agreement) had consented for the transfer of katha.
14. We have perused copies of the RTC extracts for the period 1993-94 to 2003-04 which bears out the name of Joseph as the owner of the Schedule Property in terms of MR No.23/93-94.
15. We have perused a copy of the sale deed dated 22.12.1993 registered as document No.4218/93-94 which bears out that Anthonamma along with her daughters Igneshamma and Rajamma represented by their power of attorney holder Nasirulla Shariff conveyed the Schedule Property (along with 1 gunta of B karab) in favour of K.H Manjappa. We note that 1 gunta of B karab was reserved for Government use subsequently. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1982 to 31.03.2004. *We note that the other daughters of Anthonamma who were not made parties to the sale deed, were made parties to the suit which has been separately detailed below under the note on litigation. The suit was filed by Philomena (one of the daughter of Inneshappa) against all her family members. Kannikamary has appeared before the court and has filed her written statement in the said suit. Cathorine and Lurdmery have been placed ex parte in the suit. However, they have not challenged the order passed in the said suit or have not filed any other suit over the Schedule Property. We note that any appeal if to be filed on the said suit is now time barred under law. We have been given to understand that Cecilia is dead. We have sought for the death certificate and have been given to understand that the same is not available. We have therefore relied on the judgement which records that Cecelia is dead. Please note, we had also issued a public notice calling for objections over the Schedule Property and have not received any objections as on date. The said parties have also executed a memorandum of understanding which is detailed below under the note on litigation.*
16. We have perused a copy of the death certificate issued by the Chief Registrar of Births and Deaths which records the date of death of Anthonamma as 17.07.1995.
17. We have perused a copy of the mutation register extract bearing MR No.125/04-05 which bears out that the katha of the Schedule Property was registered in the name of K.H Manjappa in terms of the order dated 08.10.2004 passed in RRT(1)CR.493/04-05. We had sought for and have not been provided with the order dated 08.10.2004 passed in RRT(1)CR.493/04-05. *We have therefore relied on the on the said MR No.125/04-*



05 which was issued in terms of the order dated 08.10.2004 passed in RRT(1)CR.493/04-05.

18. We have perused copies of the RTC extracts for the period 2004-05 to 2012-13 which bear out the name of K.H Manjappa as the owner of the Schedule Property in terms of MR No.125/04-05 (court order).
19. We have perused a copy of the conversion certificate dated 07.06.2010 bearing No.ALN(D.B):SR:160/2007-08 issued by the Special Deputy Commissioner which bears out that the Schedule Property was converted from agricultural use to non-agricultural residential use. *We note that 1 gunta of B kharab in the Schedule Property was reserved for government use.*
20. We have perused a copy of the mutation register extract bearing MR No.T36/14-15 which records the details of the conversion of the Schedule Property.
21. We have perused copies of the RTC extracts for the period 2013-14 to 2017-18 which bear out the name of K.H Manjappa as the owner of the Schedule Property in terms of MR No.T36/14-15.
22. We have perused a copy of the khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of K.H. Manjappa as the owner of Survey No.149/1.
23. We have perused a copy of the khata extract dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of K.H. Manjappa as the owner of Survey No.149/1 for the period 2018-19.
24. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) which bears out that K.H.Manjappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Survey No.149/1 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the undivided share in Survey No.149/1 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
25. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that K.H.Manjappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of

attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.

26. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that AP Habitat Private Limited mortgaged its rights with respect to Survey No.149/1 with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
27. We have perused a copy of the akarband extract which bears out the extent of Survey No.149/1 as 1 acre 27 guntas excluding 1 gunta of kharab land.
28. We have perused a copy of the moola tippany which bears out the shape of Survey No.149.
29. We have perused copies of the encumbrance certificates for the period 01.04.1919 to 30.06.1924, 01.04.1924 to 31.03.1982, 01.04.1982 to 31.03.2004, 01.04.2004 to 31.03.2007, 01.04.2007 to 01.10.2016, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out registration of the relevant transactions detailed above and otherwise bear out nil encumbrances with respect to Survey No.149/1.
30. We have perused a copy of the endorsement dated 28.05.2010 issued by the Bangalore Development Authority, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
31. We have perused a copy of the endorsement dated 16.08.2007 (bearing No.89/2007-08) issued by the Assistant Commissioner which bears out that there were no proceedings initiated under sections 79A and 79B of the Karnataka and Reforms Act, 1961 with respect to Survey No.149/1.
32. We have perused a copy of the endorsement dated 09.08.2007 (bearing No.308/2007-08) issued by the Thasildar which bears out that there were no proceedings initiated under section 48A of the Karnataka and Reforms Act, 1961 with respect to Survey No.149/1.
33. We have perused a copy of the endorsement dated 12.03.2019 (bearing No.PTCL/232/18-19 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No.149/1.
34. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including Survey



No.149/1. As on date, we have not received any objections/ claims in response to the aforesaid public notices.

35. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of land extract and record of rights extract in respect of Survey No.149/1 and certain other survey numbers.
36. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk with respect to Survey No.149/1.
37. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.149/1 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
38. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.149 in Begur village.

It is suggested to obtain the tax-paid receipts for the previous three years in relation to Survey No.149/1.

Details on litigation:

1. We have perused a copy of the judgment dated 31.01.2004 passed by the Court of the PRL Civil Judge, Senior Division, Bangalore Rural District in OS No.882/1995 filed by Philomena daughter of late Inneshappa against (1) her family members namely Igneshamma, Rajamma, Kanikyamary, Catherine, Lurdumary and Jenus (also known as Joseph), (2) Nairulla Shariff and (3) K.H Manjappa and (4) Ravi Kumar for partition and separate possession of the Schedule Property along with certain other land parcels and to declare the sale agreement and the sale deed executed in favour of K.H Manjappa as null and void. The judgment bears out that the suit was decreed in part and that Philomena was entitled to 2/7th share in Item No.4 and Item No.5 of the suit schedule properties. The said order further bears out that Item No.4 is a house property and Item No.5 is a vacant site both of which do not form part of the Schedule Property. The said order also bears out that the plaintiff's share over Survey No.149/1 was dismissed.


On a review of the order sheet passed in O.S No.882/1995, we note that few sites were formed in Survey No.149/1 and the said sites were also conveyed in favour of 3rd parties who are residing therein by constructing houses. We had sought for clarifications in this regard and have been given to understand that the sites were not formed in Survey No.149/1. We also note that the encumbrance certificates do not bear out references to any registered sale transactions in favour of any 3rd parties.



2. We have perused a copy of the memorandum of agreement dated 14.07.1993 executed between Anthonamma, Agneesamma (we have been given to understand that Agneesamma is also known as Igneshamma), Rajamma, Philomina, Kanika Mary, Catherine, Lurdumary and Joseph which bears out that in terms of an oral understanding between the family members, the Schedule Property was agreed to be the share of Agneesamma (also known as Igneshamma) and Rajamma. The said agreement also bears out that Anthonamma Philomina, Kanika Mary, Catherine, Lurdumary and Joseph agreed to hold and possess certain other properties.
3. We have also seen a copy of the notarised affidavit dated 16.01.2008 sworn in by Joseph and Jenus which bears out that Jesus was also known as Jenus among his relatives and friends. He was a party to the suit bearing O.S No.882/1995 and is the owner of Survey No.149/10 and not the Schedule Property.

CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed Report, we are of the opinion that (1) K.H Manjappa has absolute valid and marketable title over the Schedule Property and (2) APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.


J Sagar Associates
Bangalore

SCHEDULE

All that piece and parcel of converted land bearing Survey No.149/1 measuring about 1 acre 27 guntas excluding 1 gunta karab, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:

East by	: Property belonging to Chowrappa.
West by	: Government Lake.
North by	: Property belonging to Tailor Krishnappa.
South by	: Property belonging to Chikkachowrappa.

Annexure -I**List of documents for Survey No.149/1**

SL No.	Description of documents	Original/Photocopy
1.	Hissa tippany extract	Certified Copy
2.	Karda extract	Certified Copy
3.	RTC extract for the period 1967-68 to 1972-73	Certified Copy
4.	Inheritance certificate extract bearing IHC No.73/82-83	Certified Copy
5.	Endorsement dated 22.12.2018 bearing out the non-availability of the RTC extracts	Original
6.	RTC extract for the period 1983-84 to 1987-88	Certified Copy
7.	Family tree (marked as exhibit P1) in O.S. No.882/1995	Certified Copy
8.	Will dated 13.04.1985 executed by Inneshappa	Photocopy
9.	Inheritance certificate extract bearing IHC No.5/93-94	Certified Copy
10.	RTC extract for the period 1988-89 to 1992-93	Certified Copy
11.	Sale agreement dated 30.07.1993 registered as document No.1884/93-94	Certified Copy
12.	General power of attorney dated 30.07.1993 registered as document No.261/93-94	Certified Copy
13.	Mutation register extract bearing MR No.23/93-94	Certified Copy
14.	Death certificate of Anthonamma.	Photocopy
15.	RTC extracts for the period 1993-94 to 2003-04	Certified Copy
16.	Sale deed dated 22.12.1993 registered as document No.4218/93-94 executed by Anthonamma in favour of K.H Manjappa.	Certified Copy
17.	Mutation register extract bearing MR No.125/04-05	Certified Copy
18.	RTC extracts for the period 2004-05 to 2006-07	Certified Copy
19.	RTC extracts for the period 2007-08 to 2009-10	Certified Copy
20.	Conversion certificate dated 07.06.2010 bearing No.ALN(D.B):SR:160/2007-08	Certified Copy
21.	Mutation register extract bearing MR No.T36/14-15	Certified Copy
22.	RTC extracts for the period 2010-11 to 2016-17	Certified Copy
23.	RTC extracts for the period 2017-18	Certified Copy
24.	Akarband extract	Certified Copy
25.	Moola tippani	Certified Copy
26.	Encumbrance certificate for the period 01.04.1919 to 30.06.1924, 01.04.1924 to 31.03.1982, 01.04.1982 to 31.03.2004, 01.04.2004 to 31.03.2007, 01.04.2007 to 01.10.2016, 01.01.2016 to 31.01.2018 and from 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019.	Certified Copy
27.	Endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk bearing out the non-availability of index of land and record of rights extract.	Photocopy
28.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board.	Original
29.	Endorsement dated 28.05.2010 issued by the Bangalore Development Authority	Photocopy
30.	Endorsement dated 16.08.2007 (bearing No.89/2007-08) issued by the Assistant Commissioner under sections 79A and 79B of the Karnataka and Reforms Act, 1961.	Photocopy

31.	Endorsement dated 09.08.2007 (bearing No.308/2007-08) issued by the Thasildar under sections 48A of the Karnataka and Reforms Act, 1961	Photocopy
32.	Endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.	Photocopy
33.	Judgement and order sheet dated 31.01.2004 passed by the Court of the PRL Civil Judge, Senior Division, Bangalore Rural District in OS No.882/1995	Certified Copy
34.	Khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of Manjappa as the owner of Survey No.149/1.	Original
35.	Khata extract dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of Manjappa as the owner of Survey No.149/1 for the period 2018-19.	Original
36.	Memorandum of understanding dated 14.07.1993.	Original
37.	Notarised affidavit dated 16.01.2008 sworn in by Jesus.	Original
38.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by K.H.Manjappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
39.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by K.H.Manjappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
40.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Original
41.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by AP Habitat Private Limited in favour of Vistra ITCL (India) Limited	Original
42.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore.	Photocopy

2

July 15, 2019

Title report in respect of land in Survey No.149/3 measuring 8 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL

J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com

Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.149/3 measuring 8 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
2. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
3. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized post the year 2000. We rely on the encumbrance certificates issued by the sub-registrar and we also verify the same in the sub-registrar to confirm the entries.
4. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
5. We have not conducted any physical inspection or survey of the Schedule Property
6. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.



J. Sagar Associates

TITLE REPORT

We have in this Report dealt with the land in Survey No.149/3 measuring 8 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title:

1. We have perused a copy of the karda dated 09.06.1958 issued in relation to Survey No.149/3 which bears out the name of Chinnappa as the owner of Survey No.149/3.
2. We have perused a copy of the inheritance register extract bearing IHR No.91/82-83 which bears out that after the death of Dandu Chinnappa, the khata of Survey No.149/3 measuring 8 guntas ("Survey No.149/3") was jointly registered in the names of his legal heirs namely 1) C.Anthonappa, 2) Lucus since deceased represented by his wife Arogyamma, 3) Francis and 4) Joseph. *We had sought for and have been given to understand that the genealogical tree of Dandu Chinnappa bearing out the details of his children and grandchildren is not available. However, it is not of a major concern given that there are no claims made by any third parties claiming to be the legal heirs of Dandu Chinnappa. We have further been given to understand that Chinnappa and Dandu Chinnappa is one and the same person.*
3. We have perused a copy of the endorsement dated 22.12.2018 issued by the Thasildar which bears out the non-availability of the RTC extracts for the period 1969-1988 and 1999-2000 with respect to Survey No.149/3.
4. We have perused copies of the RTC extracts for the period 1983-84 to 1992-93 which bears out the names of Chinnappa son of Aroyappa as the erstwhile owner and the names of 1) C.Anthonaswamy (also known as Anthonappa), 2) Lucus, 3) Francis and 4) Joseph as the owners of Survey No.149/3 in terms of IHC No.91/82-83. *We note that although Lucus was deceased and his share was inherited by his wife Arogyamma, the name of Lucus was reflecting as the owner since the RTC extracts were not updated.*
5. We have perused a copy of the mutation register extract bearing MR No.16/1994-95 which bears out that the khata of C.Anthonaswamy's share in Survey No.149/3 was registered jointly in the names of his legal heirs namely Jacob, Anthony Raj, Sagayi Raj and Vijaykumar.
6. We have perused a copy of the RTC extract for the period 1988-1997 which bears out the names of 1) Lucus, 2) Francis, 3) Joseph – all in terms of IHC No.91/82-83 and 4) Gerald, Anthony Raj, Sagayi Raj and Vijaykumar (Vijaykumar since minor represented by his mother Chinnamma) – all in terms of MR No.16/94-95 as the owners of Survey No.149/3.
7. We have perused a copy of the sale deed dated 24.08.1994 registered as document No.4515/94-95 which bears out that 1) Anthonaswamy along with his children namely Gerald, Sagayi Raj, Anthoniraj and Vijayakumar, 2) Francis, 3) Joseph conveyed land in Survey No.149/3 in favour of S. Chandrashekaraiah. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to



31.03.2004. We note that Arogyamma wife of late Lucas who was not made a party to the sale deed has later executed a confirmation deed which is detailed in point No.18 below.

8. We have perused copies of the public notices both dated 16.09.2018 issued in Kannada Prabha (a Kannada news daily) and Deccan Chronicle (an English news daily) by Advocate, Arvind B Patil which records the loss of the aforesaid original sale deed dated 24.08.1994 registered as document No.4515/94-95. We have also perused a copy of the communication dated 22.12.2018 issued by Advocate, Arvind B Patil which bears out that he has not received any objections/claims to the public notice dated 16.09.2018.
9. We have perused a copy of the mutation register extract bearing MR No.8/1997-98 which bears out that the khata of Survey No.149/3 was registered in the name of S.Chandrashekaraiah in terms of the sale deed dated 24.08.1994.
10. We have perused copies of the RTC extracts for the period 2001-02 to 2005-06 which bear out the names of 1) Lucas, 2) Francis, 3) Joseph – all in terms of IHC No.91/82-83 and 4) Gerad, Anthony Raj, Sagayi Raj and Vijaykumar (Vijaykumar since minor represented by his mother Chinnamma) – all in terms of MR No.16/94-95 as the owners of Survey No.149/3. *We note that although Survey No.149/3 was conveyed in favour of S.Chandrashekaraiah, the names of the erstwhile owners were recorded in the RTC extracts since the RTC extracts were not updated.*
11. We have perused a copy of the mutation register extract bearing MR No.62/2005-06 which bears out that the khata of Survey No.149/3 along with certain other survey numbers was registered in the name of S.Chandrashekaraiah in terms of the order dated 20.07.2005 bearing No.RRT(1)CR224/2005-06. *in MR No.62/2005-06 records the details of the order dated 20.07.2005 bearing No.RRT(1)CR224/2005-06 as follows: an application which was filed by Pankaja wife of late S.Chandrasehkaraiah (to change the initial of S.Chandrashekaraiah which was reflected as M.Chandrasehkaraiah in Column No.9 of the RTC extracts) was considered and the relevant changes was ordered to be made in the RTC extracts.*
12. We have perused copies of the RTC extracts for the period 2006-07 to 2016-17 which bears out the name of S.Chandraschkaraiah as the owner of Survey No.149/3 in terms of MR No.62/2005-06 and also records the names 1) Lucas, 2) Francis, 3) Joseph – all in terms of IHC No.91/82-83 and 4) Gerad, Anthony Raj, Sagayi Raj and Vijaykumar (Vijaykumar since minor represented by his mother Chinnamma) – all in terms of MR No.16/94-95 as the owners of Survey No.149/3. *We note that although Survey No.149/3 was conveyed in favour of S.Chandrashekaraiah, the names of the erstwhile owners were recorded in the RTC extracts along with the name of S.Chandrashekaraiah since the RTC extracts are not updated.*



13. We have perused a copy of the affidavit dated 03.10.2016 sworn in by M.S.Pankaja which bears out the genealogical tree of S.Chandrashekaraih as follows: the said S.Chandrashekaraih died leaving behind his wife Pankaja and two children namely Vijay and Chandan (deceased).
14. We have perused a copy of mutation register extract bearing MR No.H16/2016-17 which bears out that the katha of Survey No.149/3 measuring 8 guntas was registered in the name of Pankaja wife of late S.Chandrashekaraih in terms of the order dated 28.07.2016 bearing No.RA(S)100/16-17.
15. We have perused a copy of the order dated 28.07.2016 bearing No.RA(S)100/16-17 issued by the Assistant Commissioner which bears out that the Thasildar was directed to make necessary changes in the RTC extracts and to register the name of Pankaja as the owner of Survey No.149/3.
16. We have perused a copy of the RTC extract for the year 2017-18 which bears out the name of Pankaja as the owner of Survey No.149/3 in terms of MR No.H16/2016-17 and records the names of Lucus, Joseph, Francis, Joucoat and Sagayiraju (extent mentioned as 0 guntas) as the owners in terms of IHC No.91/83-84. *We are given to understand that the RTC extracts have not been updated.*
17. We have perused a copy of the conversion certificate dated 09.03.2018 bearing No.ALN(S.B):SR:33/2016-17 issued by the Deputy Commissioner which bears out that Survey No.149/3 was converted from agricultural use to non-agricultural residential use.
18. We have perused a copy of the confirmation deed dated 03.09.2018 (registered as document No.5403/2018-19) which bears out that Arogyamma wife of late Lucus ratified the aforesaid sale deed dated 24.08.1994 registered as document No.4515/1994-95 and confirmed title with respect to Survey No.149/3 in favour of Pankaja. *We note that the schedule to the said confirmation deed bears out the land to be agricultural. We had sought for clarifications in this regard and understand that it was a typographical error.*
19. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) which bears out that Pankaja, her son Vijay and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Survey No.149/3 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the undivided share in Survey No.149/3 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.

20. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that Pankaja, her son Vijay and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.
21. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that AP Habitat Private Limited mortgaged its rights with respect to Survey No.149/3 with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
22. We have perused a copy of the akarband extract which bears out the extent of Survey No.149/3 as 8 guntas without kharab.
23. We have perused a copy of the moola tippani extract which bears out the shape of Survey No.149.
24. We have perused copies of the encumbrance certificates for the period 01.04.1919 to 30.06.1924, 01.07.1924 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1960 to 31.03.2004, 01.04.2004 to 26.10.2018, 01.04.2004 to 25.01.2019 which bears out registration of the relevant transactions detailed above and otherwise bear out nil encumbrances with respect to Survey No.149/3.
25. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of land extract and record of rights extract in respect of Survey No.149/3 and certain other survey numbers.
26. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
27. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.149/3 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
28. We have perused a copy of the endorsement dated 28.05.2010 issued by the Bangalore Development Authority, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.



29. We have perused a copy of the endorsement dated 21.01.2008 issued by the Assistant Commissioner which bears out that there are no claims registered under Sections 79 A and B of the Karnataka Land Reforms Act with respect to Survey No.149/3.
30. We have perused a copy of the endorsement dated 24.05.2011 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the PTCL Act with respect to Survey No.149/3.
31. We have perused a copy of the endorsement dated 05.02.2008 issued by the Special Tahsildar which bears out that there are no tenancy claims registered under Form 7A of the Karnataka Land Reforms Act with respect to Survey No.149/3.
32. We have perused a copy of the endorsement dated 12.03.2019 (bearing No.PTCL/232/18-19 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, with respect to Survey No.149/3.
33. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including Survey No.149/3. As on date, we have not received any objections/ claims in response to the aforesaid public notices.
34. We have perused a copy of the khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of Pankaja as the owner of Survey No.149/3.
35. We have perused a copy of the khata extract dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike which bears out the name of Pankaja as the owner of Survey No.149/3 for the period 2018-19.
36. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.149 in Begur village.

It is suggested to obtain the tax-paid receipts for the previous three years in relation to Survey No.149/3.



CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed Report, we are of the opinion that (1) Pankaja and her son Vijay have absolute valid and marketable title and (2) APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.



J Sagar Associates
Bangalore

SCHEDULE

All that piece and parcel of converted land bearing Survey No.149/3 measuring about 8 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on the:

East by	Property belonging to Chikkachowrappa.
West by	Property belonging to Chikkachowrappa.
North by	Property belonging to Gode Ignasappa.
South by	Property belonging to Holada Appajappa.

Annexure - I**List of documents for Survey No.149/3**

Sl. No.	List of documents	Original/Photocopy
1.	Karda dated 09.06.1958 of Survey No.149/3.	Certified copy
2.	Inheritance register extract bearing IHR No.91/82-83.	Certified Copy
3.	Endorsement 22.12.2018 issued by the Thasildar bearing out the non-availability of the RTC extracts for the period 1969-1988 and 1999-2000 with respect to Survey No.149/3..	Photocopy
4.	RTC extracts for the period 1983-84 to 1987-88.	Photocopy
5.	RTC extracts for the period 1988-89 to 1996-97.	Certified Copy
6.	Mutation register extract bearing MR No.16/1994-95.	Certified Copy
7.	RTC extract for the period 1997-98 to 1999-00.	Certified copy
8.	RTC extract for the period 2001-02 to 2005-06.	Certified Copy
9.	Sale deed dated 24.08.1994 registered as document No.4515/94-95 executed by 1) Anthonaswamy along with his children namely Gerald, Sagayi Raj, Anthoniraj and Vijayakumar, 2) Francis, 3) Joseph in favour of S. Chandrashekaraiiah.	Seen Photocopy. Original is misplaced. Public notice for the same has been issued.
10.	Public notice dated 16.09.2018 issued by B.Arvind Patil in Deccan Chronical recording the loss of sale deed dated 24.08.1994.	Original
11.	Public notice dated 16.09.2018 issued by B.Arvind Patil in Kannada Prabha recording the loss of sale deed dated 24.08.1994.	Original
12.	Mutation register extract bearing MR No.8/1997-98.	Certified copy
13.	Mutation register extract bearing MR No.62/2005-06.	Certified copy
14.	RTC extracts for the period 2006-07 to 2011-12	Certified copy
15.	RTC extracts for the period 2012-13 2016-17.	Certified copy
16.	Affidavit dated 03.10.2016 sworn in by M.S.Pankaja.	Photocopy
17.	Death certificate of Chandrashekaraiiah	Photocopy
18.	Mutation register extract bearing MR No.H16/2016-17.	Certified Copy
19.	Order dated 28.07.2016 bearing No.RA(S)100/16-17 issued by the Assistant Commissioner.	Certified Copy
20.	RTC extract for the year 2017-18.	Certified Copy
21.	Conversion certificate dated 09.03.2018 bearing No.ALN(S.B):SR:33/2016-17 issued by the Deputy Commissioner.	Certified Copy
22.	Akarband extract.	Certified Copy
23.	Moola tippani extract.	Certified Copy
24.	Encumbrance certificate for the period 01.04.1919 to 30.06.1924, 01.07.1924 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1960 to 31.03.2004, 01.04.2004 to 26.10.2018, 01.04.2004 to 25.01.2019.	Certified copy
25.	Encumbrance certificate for the period 01.04.2004 to 13.04.2011, 01.04.2010 to 04.11.2015, 01.04.2015 to 23.08.2016 and from 01.01.2016 to 31.01.2018.	Certified copy
26.	Endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk bearing out the non-availability of index of lands extract and record of rights.	Photocopy

X

27.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board.	Photocopy
28.	Endorsement dated 28.05.2010 issued by the Bangalore Development Authority.	Photocopy
29.	Endorsement dated 21.01.2008 issued by the Assistant Commissioner which bears out that there are no claims registered under Sections 79 A and B of the Karnataka Land Reforms Act.	Photocopy
30.	Endorsement dated 24.05.2011 issued by the Assistant Commissioner under the provisions of the PTCL Act.	Photocopy
31.	Endorsement dated 05.02.2008 issued by the Special Tahsildar which bears out that there are no tenancy claims registered under Form 7A of the Karnataka Land Reforms Act.	Photocopy
32.	Khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike in the name of Pankaja.	Original
33.	Khata extract dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike in the name of Pankaja.	Original
34.	Confirmation deed dated 03.09.2018 (registered as document No.5403/2018-19) executed by Arogyamma wife of late Lucus in favour of Pankaja.	Original
35.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by Pankaja, her son Vijay and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
36.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by Pankaja, her son Vijay and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
37.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Original
38.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by AP Habitat Private Limited in favour of Vistra ITCL (India) Limited	Certified copy
39.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore, calling for objections, if any.	Photocopy
40.	Communication dated 22.12.2018 issued by Advocate, Arvind B Patil issued in relation to the public notice dated 16.09.2018	Original
41.	Endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.	Original



July 15, 2019

Title report in respect of land in Survey No.149/4 measuring 10 guntas and Survey No.149/5 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL

J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com

Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.149/4 measuring 10 guntas and Survey No.149/5 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
1. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
2. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized post the year 2000. We rely on the encumbrance certificates issued by the sub-registry and we also verify the same in the sub-registry to confirm the entries.
3. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
4. We have not conducted any physical inspection or survey of the Schedule Property
5. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.



J. Sagar Associates

TITLE REPORT

We have in this title Report dealt with the land in Survey No.149/4 measuring 10 guntas and Survey No.149/5 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title for Survey No.149/5 measuring 4 guntas:

1. We have perused a copy of the sale deed 21.09.1953 registered as document No.4338/53-54 which bears out that Arogyappa and his brother Chinnappa (both children of Chowrappa) conveyed Survey No.149/5 measuring 4 guntas ("Survey No.149/5") in favour of Chowrappa alias Abbaiah.
2. We have perused copies of the RTC extracts for the period 1967-68 to 1972-73 which bears out the name of Chowrappa as the owner of Survey No.149/5.
3. We have perused a copy of the endorsement dated 16.11.2018 which bears out the non-availability of the RTC extracts for the period 1973-74 to 1983-84 with respect to Survey No.149/5.
4. We have perused a copy of the sale deed dated 22.10.1953 registered as document No.5064/53-54 which bears out that Nagappa son of Chinnappa conveyed a portion of Survey No.149/5 measuring 216 square yards in favour of Chowrappa alias Abbaiah son of late Rayappa. *We note that Arogyappa and Chinnappa had already conveyed the entire extent in Survey No.149/5 in favour of Chowrappa. However, the second sale is not of a major concern, given that Chowrappa is the purchaser under both the sale deeds.*
5. We have perused a copy of the unregistered agreement of sale dated 18.07.1980 which bears out that Chowrappa alias Abbaiah agreed to convey a portion of Survey No.149/5 measuring 216 square yards in favour of Lurduswamy.
6. We have perused a copy of the sale deed dated 18.07.1980 registered as document No.3609/80-81 which bears out that Chowrappa alias Abbaiah conveyed Survey No.149/5 in favour of Lurduswamy son of late Chowrappa.
7. We have perused a copy of the sale deed dated 09.02.1994 registered as document No.4385/93-94 which bears out that Lurduswamy son of late Chowrappa conveyed Survey No.149/5 in favour of S.Chandrashekaraiah.
8. We have perused a copy of the mutation register extract bearing MR No.101/93-94 which bears out that the katha of Survey No.149/5 was registered in the name of Chandrashekaraiah in terms of the sale deed bearing document No.4382/93-94. *We note that the document number is erroneously mentioned as 4382/93-94 instead of 4385/93-94.*
9. We have perused copies of the RTC extracts for the period 1993-94 to 2003-04 which bears out the name of S.Chandrashekaraiah as the owner of Survey No.149/5 in terms of MR No.101/93-94.

10. We have perused copies of the encumbrance certificates for the period 01.04.1930 to 14.02.1957, 01.04.1953 to 31.03.01954, 15.02.1957 to 31.03.1960, 01.04.1960 to 31.03.1963, 01.04.1962 to 31.12.1964, 22.12.1963 to 26.12.1992, 25.08.1983 to 25.08.1995, 01.04.1995 to 31.03.2004, 01.04.2004 to 24.02.2011, 25.02.2011 to 13.05.2016, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bear out the registration of the relevant transactions and otherwise bear out nil encumbrances with respect to Survey No.149/5.

Flow of title for Survey No.149/4 measuring 10 guntas:

1. We have perused a copy of the sale deed dated 16.01.1961 registered as document No.4593/60-61 which bears out that Kivuda Inneshappa (also known as Inneshappa) conveyed a portion of Survey No.149/4 measuring 8 guntas ("Item No.1") in favour of Chikkasowrappa.
2. We have perused a copy of the sale deed dated 31.08.1965 registered as document No.2555/65-66 which bears out that Chikkasowrappa conveyed Item No.1 in favour of Arallappa alias Allaiah.
3. We have perused a copy of the sale deed dated 18.09.1967 registered as document No.2894/67-68 which bears out that Arallappa alias Allaiah conveyed Item No.1 in favour of Sowrappa.
4. We have perused a copy of the mutation register extract bearing MR No.24/83-84 which bears out that the katha of Item No.1 was registered in the name of Sowrappa in terms of the sale deed bearing document No.2894/67-68.
5. We have perused copies of the RTC extracts for the period 1967-72 to 1984-88 which bears out the name of Inneshappa (extent not mentioned) and Sowrappa (for Item No.1 in terms of MR No.24/82-83) as the owners of Survey No.149/4 measuring 2 acres 13 guntas excluding 5 guntas of kharab.
6. We have perused a copy of the endorsement dated 16.11.2018 which bears out the non-availability of the RTC extracts for the period 1973-74 to 1983-84 with respect to Survey No.149/4.
7. We have perused a copy of the sale deed dated 25.02.1994 registered as document No.5059/93-94 which bears out that Sowrappa conveyed Item No.1 in favour of Chandrashekaraiah.
8. We have perused a copy of the mutation register extract bearing MR No.109/93-94 which bears out that the katha of Item No.1 was registered in the name of Chandrashekaraiah in terms of the sale deed bearing document No.5054/93-94. *We note that the document number is erroneously mentioned as 5054/93-94 instead of 5059/93-94.*

9. We have perused a copy of the sale deed dated 09.02.1994 registered as document No.4387/93-94 which bears out that Chowrappa alias Abbaiah conveyed another portion of Survey No.149/4 measuring 2 guntas ("Item No.2") in favour of Chandrashekaraiah. *We had sought for and have not been provided with any title documents in terms of which Chowrappa alias Abbaiah acquired Item No.2. We have been given to understand that Chowrappa alias Abbaiah was in possession of Item No.2. We had also issued public notice calling for objections if any and have not received any objections by any third parties claiming ownership over Item No.2.*
10. We have perused a copy of the mutation register extract bearing MR No.103/93-94 which bears out that the katha of Item No.2 was registered in the name of Chandrashekaraiah in terms of the sale deed bearing document No.4385/93-94. *We note that the registration number of the sale deed dated 09.02.1994 is mentioned as 4385/93-94 instead of 4387/93-94.*
11. We have perused copies of the RTC extracts for the period 1988-89 to 2003-04 which bears out the name of S.Chandrashekaraiah as the owner of Item No.1 and Item No.2 in terms of MR No.109/93-94 and 163/93-94. We have been given to understand that MR No.103/93-94 is wrongly reflected as 163/93-94 in the said extracts.
12. We have perused copies of the encumbrance certificates for the period 01.04.1930 to 14.02.1957, 15.02.1957 to 31.03.1963, 01.04.1963 to 31.03.1982, 22.12.1963 to 26.12.1992, 01.04.1982 to 31.03.2004, 22.12.1963 to 26.12.1992, 25.08.1983 to 25.08.1995, 01.04.1995 to 31.03.2004, 01.04.2005 to 13.04.2011, 13.05.2005 to 13.05.2005, 12.03.2005 to 13.05.2016, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out the registration of the relevant transactions and otherwise bear out nil encumbrances in respect of Survey No.149/4.

Common documents for Survey No.149/4 and 149/5

13. We have perused a copy of the death certificate issued by the Chief Registrar of Births and Death, which bears out the date of death of Chandrashekaraiah as 10.06.2003.
14. We have perused a copy of the affidavit dated 03.10.2016 sworn by Pankaja which bears out the details of the family of Chandrashekaraiah as follows: the said Chandrashekaraiah died leaving behind his wife Pankaja and two children namely Vijay and Chandan (deceased).
15. We have perused a copy of the mutation register extract bearing MR No.108/04-05 which bears out that after death of Chandrashekaraiah, the katha of Item No.1, Item No.2 and Survey No.149/5 was registered in the name of his wife Pankaja.
16. We have perused a copy of the RTC extract for the period 2004-05 which records the name of Pankaja as the owner of Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 in terms of MR No.108/04-05.



17. We have perused a copy of the sale deed dated 13.05.2005 registered as document No.3182/05-06 which bears out that Pankaja represented by her power of attorney holder M.Krishnappa conveyed Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 in favour of H.G.Lakshamma. *It is pertinent to point out that we have not been provided with a copy of the power of attorney executed by Pankaja in favour M.Krishnappa. However, given that the Sub-Registrar was satisfied with the power of attorney by registering the sale deed, we believe the non-availability of the power of attorney will not be of a major concern.*
18. We have perused a copy of the mutation register extract bearing MR No.269/04-05 which bears out that katha of Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 was registered in the name of H.G.Lakshamma in terms of the sale deed bearing document No.3182/05-06.
19. We have perused a copy of the consent deed dated 04.07.2008 registered as document No.848/08-09 which bears out that minor children of late Chandrashekaraiah namely C.Vijay and Chandhana both represented by their mother and natural guardian Pankaja confirmed the sale deed bearing No.3182/05-06 in favour of H.G.Lakshamma with respect to Item No.1, Item No.2 and Survey No.149/5.
20. We have perused a copy of the conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)143/07-08 issued by the Special Deputy Commissioner which bears out that Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 was converted from agricultural use to non-agricultural residential use.
21. We have perused a copy of the mutation register extract bearing MR No.T7/2013-14 which records the details of the conversion order dated 31.10.2008 bearing No.ALN.SR.(S)143/07-08.
22. We have perused a copy of the RTC extract for the period 2005-06 to 2012-13 which records the name of H.G Lakshamma as the owner of Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 in terms of MR No.269/04-05. The said extracts also records MR No.52/05-06. The mutation register extract bearing MR No.52/2005-06 pertains to the larger Survey No.149/4 and not Item No.1 or Item No.2.
23. We have perused a copy of the RTC extract for the period 2013-14 to 2015-16 which records the name of H.G Lakshamma as the owner of Item No.1 and Item No.2 in Survey No.149/4 and Survey No.149/5 in terms of MR No.T7/13-14.
24. We have perused a copy of the gift deed dated 30.03.2010 registered as document No.5005/09-10 which bears out that H.G Lakshamma gifted Item No.1, Item No.2 and Survey No.149/5 in favour of her grandson Pradeep Krishnappa.



25. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) which bears out that Pradeep Krishnappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Item No.1, Item No.2 (being Survey No.149/4) and Survey No.149/5 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the undivided share in Survey No.149/4 and Survey No.149/5 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
26. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that Pradeep Krishnappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.
27. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that APG Habitat Private Limited mortgaged its rights with respect to Survey No.149/4 and Survey No.149/5 with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
28. We have perused a copy of the moola tippani extract which bears out the shape of Survey No.149.
29. We have perused a copy of the Akarband extract which bears out the extent of Survey No.149/4 as 2 acres 13 guntas excluding 5 guntas of karab land and the extent of Survey No.149/5 as 4 guntas without karab land.
30. We have perused a copy of the karda extract which bears out that Survey No.149 was bifurcated into nine portions. The said extract also bears out the name of Inneshappa as the owner for Survey No.149/4 and the name of Chowrappa as the owner for Survey No.149/5.
31. We have perused a copy of the endorsement dated 26.04.2007 issued by the Special Tahsildar which bears out that there were no claims initiated under section 48A of the Karnataka Land Reforms Act in respect of Survey No.149/4 and Survey No.149/5.



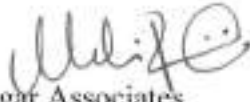
32. We have perused a copy of the endorsement dated 12.06.2007 issued by the Assistant Commissioner which bears out that there are no claims registered under section 79 (A)(B) of the Karnataka Land Reforms Act in respect of Survey No.149/4 and Survey No.149/5.
33. We have perused a copy of the endorsement dated 24.05.2011 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the PTCL Act with respect of Survey No.149/4 and Survey No.149/5.
34. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
35. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.149/4 and Survey No.149/5 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
36. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of land extract and record of rights extract in respect of Survey No.149/4 and Survey No.149/5 along with certain other survey numbers.
37. We have perused a copy of the endorsement dated 12.03.2019 (bearing No.PTCL/232/18-19 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey Nos.149/4 and 149/5.
38. We have perused a copy of the khata certificate dated 07.09.2018 issued by the Bruhat Bangalore Mahanagara Palike bears out the name of Pradeep Krishna as the owner of Survey No.149/4 and Survey No.149/5.
39. We have perused a copy of the khata extract dated 07.09.2018 issued by the Bruhat Bangalore Mahanagara Palike bears out the name of Pradeep Krishna as the owner of Survey No.149/4 and Survey No.149/5 for the period 2018-19.
40. We have perused copies of the tax-paid receipts all dated 18.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.149/4 and Survey No.149/5.
41. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.149 in Begur village.



42. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including Survey Nos.149/4 and 149/5. As on date, we have not received any objections/ claims in response to the aforesaid public notices.

CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed in the Report, we are of the opinion that (1) Pradeep Krishna has absolute valid and marketable title and (2) APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.


J Sagar Associates
Bangalore

SCHEDULE

Item No.1

All that piece and parcel of converted land bearing Survey No.149/4 measuring 8 guntas, situated at Begur Village, Begir Hobli, Bangalore South Taluk, Bangalore District and bounded on:

East by	: Land owned by Dhandu Chinnappa.
West by	: Government Lake.
North by	: Land owned by Gunde Inneshappa.
South by	: Land owned by Holada Mekalappa.

Item No.2

All that piece and parcel of converted land bearing Survey No.149/4 measuring 2 guntas, situated at Begur Village, Begir Hobli, Bangalore South Taluk, Bangalore District and bounded on:

East by	: Land owned by Aralappa.
West by	: Land owned by Chikkachowrappa.
North by	: Land owned by Chikkachowrappa.
South by	: Land owned by Holada Mekalappa.

2

Survey No.149/5

All that piece and parcel of converted land bearing Survey No.149/5 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:

East by	: Land owned by Aralappa,
West by	: Land owned by Chikkachowrappa.
North by	: Land owned by Holada Mekalappa.
South by	: Land owned by Chowrappa.



Housiey.com

Annexure - I**List of documents for Survey No.149/4 and Survey No.149/5**

Sl. No.	Description of documents	Original/Photocopy
Survey No.149/5 measuring 4 guntas		
1.	Sale deed 21.09.1953 registered as document No.4338/53-54.	Certified Copy
2.	RTC extracts for the period 1967-68 to 1972-73, 1983-84 to 2016-17.	Certified Copy
3.	Non-availability endorsement dated 16.11.2018 bearing out non-availability of the RTC extracts for the period 1973-74 to 1982-83 for Survey No.149/4 and Survey No.149/5.	Original
4.	Sale deed dated 22.10.1953 registered as document No.5064/53-54.	Original
5.	Agreement of sale dated 18.07.1980 between Chowrappa and others.	Original
6.	Sale deed dated 18.07.1980 registered as document No.3609/80-81.	Original
7.	Sale deed dated 09.02.1994 registered as document No.4385/93-94.	Original
8.	Mutation register extract bearing MR No.101/93-94.	Certified Copy
9.	Encumbrance certificates for the period 01.04.1930 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1960 to 31.03.1963, 22.12.1963 to 26.12.1992, 25.08.1983 to 25.08.1995, 01.04.1995 to 31.03.2004, 01.04.2004 to 24.02.2011, 25.02.2011 to 13.05.2016, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019.	Certified Copy
Survey No.149/4 measuring 10 guntas		
10.	Sale deed dated 16.01.1961 registered as document No.4593/60-61.	Certified Copy
11.	Sale deed dated 31.08.1965 registered as document No.2555/65-66.	Certified Copy
12.	Sale deed dated 18.09.1967 registered as document No.2894/67-68.	Certified Copy
13.	Mutation register extract bearing MR No.24/83-84.	Certified Copy
14.	RTC extracts for the period 1967-68 to 1972-73, 1983-84 to 1999-00.	Certified Copy
15.	Sale deed dated 25.02.1994 registered as document No.5059/93-94.	Original
16.	Mutation register extract bearing MR No.109/93-94	Certified Copy
17.	Sale deed dated 09.02.1994 registered as document No.4387/93-94.	Original
18.	Mutation register extract bearing MR No.103/93-94.	Certified
19.	Sale agreement dated 20.02.1994 between S.Candrashekaraiah in favour of M.Krishnappa.	Original
20.	Possession agreement dated 22.02.1994 between S.Candrashekaraiah in favour of M.Krishnappa.	Original
21.	General power of attorney dated 22.02.1994 between S.Candrashekaraiah in favour of M.Krishnappa.	Original

22.	General power of attorney dated 25.03.1994 between S.Candrashekaraiah in favour of M.Krishnappa.	Original
23.	RTC extracts for the period 2000-01 to 2016-17	Certified Copy
24.	RTC extracts for the period 2017-18 for Survey No.149/5	Certified Copy
25.	RTC extracts for the period 2017-18 for Survey No.149/4	Certified Copy
26.	Encumbrance certificates for the period 01.04.1930 to 14.02.1957, 15.02.1957 to 31.03.1963, 22.12.1963 to 26.12.1992, 01.04.1982 to 31.03.2004, 25.08.1983 to 25.08.1995, 01.04.1995 to 31.03.2004, 01.04.2004 to 31.03.2007, 01.04.2005 to 13.04.2011, 13.05.2005 to 13.05.2005, 12.03.2005 to 13.05.2016, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019.	Certified Copy
Common documents for Survey No.149/4 and 149/5		
27.	Death certificate of Chandrashekaraiah.	Photocopy
28.	Affidavit dated 03.10.2016 sworn in by Pankaja.	Original y
29.	Mutation register extract bearing MR No.108/04-05.	Certified Copy
30.	Sale deed dated 13.05.2005 registered as document No.3182/05-06.	Original
31.	Mutation register extract bearing MR No.269/04-05.	Certified Copy
32.	Consent deed dated 04.07.2008 registered as document No.848/08-09.	Original
33.	Conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)143/07-08.	Certified Copy
34.	Mutation register extract bearing MR No.T7/2013-14	Certified Copy
35.	Gift deed dated 30.03.2010 registered as document No.5005/09-10.	Original
36.	Moola tippani extract.	Certified Copy
37.	Akarband extract.	Certified Copy
38.	Karda extract.	Certified Copy
39.	Endorsement dated 26.04.2007 issued by the Special Tahsildar under section 48A of the Karnataka Land Reforms Act, 1961.	Photocopy
40.	Endorsement dated 12.06.2007 issued by the Assistant Commissioner under sections 79A,B of the Karnataka Land Reforms Act, 1961.	Photocopy
41.	Endorsement dated 24.05.2011 issued by the Assistant Commissioner under the provisions of the PTCL Act.	Original
42.	Endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.	Original
43.	Endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of lands extract and record of rights extract	Original
44.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board	Original

X

45.	Khata certificate dated 07.09.2018 issued by the Bruhat Bangalore Mahanagara Palike in the name of Pradeep Krishna.	Original
46.	Khata extract dated 07.09.2018 issued by the Bruhat Bangalore Mahanagara Palike in the name of Pradeep Krishna for the period 2018-19.	Original
47.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by Pradeep Krishnappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
48.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by Pradeep Krishnappa and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
49.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Photocopy
50.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by AP Habitat Private Limited in favour of Vistra ITCL (India) Limited.	Certified Copy
51.	Tax-paid receipts all dated 18.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.149/4 and Survey No.149/5.	Original
52.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore, calling for objections, if any.	Photocopy



July 15, 2019

**Title report with respect to land in Survey No.149/6 measuring 4 guntas, situated at
Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.**

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL


J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com

Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.149/6 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
2. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
3. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized post the year 2000. We rely on the encumbrance certificates issued by the sub-registry and we also verify the same in the sub-registry to confirm the entries.
4. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
5. We have not conducted any physical inspection or survey of the Schedule Property
6. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.



J. Sagar Associates

TITLE REPORT

We have in this Report dealt with land in Survey No.149/6 measuring 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title:

1. We have perused a copy of the karda extract which bears out the name of Inneshamma wife of Mariga as the owner of Survey No.149/6, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District. *We have been given to understand that the name of Inneshappa son of Mariga (who was the owner of Survey No.149/6) was erroneously reflected as Inneshamma wife of Mariga. However, we have not been provided with any clarifications to ascertain if the owner of Survey No.149/6 was Inneshappa or Inneshamma. We had also sought for and have not been provided with any title documents in terms of which Inneshappa or Inneshamma acquired title to Survey No.149/6. We have therefore relied on the revenue documents. Please note we had also issued public notices on 28.07.2018 calling for objections by any third parties over Survey No.149/6 and have not received any objections as on date.*
2. We have perused copies of the RTC extracts for the period 1967-68 to 2003-04 which bears out the name of Inneshappa son of Mariga as the owner of Survey No.149/6 measuring 4 guntas ("**Survey No.149/6**").
3. We have perused a copy of the notarised affidavit dated 26.09.2016 sworn in by Rayappa (grandson of Inneshappa) which bears out the genealogical tree of Inneshappa as follows:
 - Inneshappa (*we are given to understand that Inneshappa was also known as Igneshappa*) died leaving behind his only son Chikkachowrappa.
 - The said Chikkachowrappa died leaving behind his only son Rayappa.
 - The said Rayappa and his wife Lurdu Mary have two children namely William Anthoniraj and Balaraju.
4. We have perused a copy of the mutation register extract bearing MR No.145/2004-05 which bears out that after the death of Inneshappa, the khata of Survey No.149/6 was registered in the name of his grandson Rayappa.
5. We have perused a copy of the RTC extract for the period 2004-2005 which bears out the name of Rayappa as the owner of Survey No.149/6 in terms of MR No.145/2004-05.
6. We have perused a copy of the sale deed dated 16.03.2005 registered as document No.32058/2004-05 which bears out that Rayappa along with his wife Lourdu Mary and his children namely William Anthoni Raju and Balaraju conveyed Survey No.149/6 in favour of Amar Narayan. The registration details of the said sale deed is borne out in the encumbrance certificate for the period 01.04.2004 to 31.03.2005.



7. We have perused a copy of the mutation register extract bearing MR No.234/2004-05 which bears out that the khata of Survey No.149/6 was registered in the name of Amar Narayan in terms of the sale deed bearing document No.32058/2004-05.
8. We have perused a copy of the RTC extract for the period 2005-2006 which bears out the name of Amar Narayan as the owner of Survey No.149/6 in terms of MR No.234/2004-05.
9. We have perused a copy of the sale deed dated 08.08.2006 registered as document No.12177/2006-07 which bears out that Amar Narayan conveyed Survey No.149/6 in favour of K.Saleem. The registration details of the said sale deed is borne out in the encumbrance certificate for the period 01.04.2004 to 13.04.2011.
10. We have perused a copy of the mutation register extract bearing MR No.23/2006-07 which bears out that the khata of Survey No.149/6 was registered in the name of K.Saleem in terms of the sale deed bearing document No.12177/2006-07.
11. We have perused a copy of the RTC extract for the period 2006-2007 which bears out the name of K.Saleem as the owner of Survey No.149/6 in terms of MR No.23/2006-07.
12. We have perused a copy of the sale deed dated 09.08.2007 registered as document No.1105/2007-08 which bears out that K.Saleem conveyed Survey No.149/6 in favour of Raju son of Devaraju. The registration details of the said sale deed is borne out in the encumbrance certificate for the period 01.04.2004 to 13.04.2011.
13. We have perused a copy of the mutation register extract bearing MR No.40/2007-08 which bears out that the khata of Survey No.149/6 was registered in the name of Raju in terms of the sale deed bearing document No.1105/2007-08.
14. We have perused copies of the RTC extracts for the period 2007-08 to 2010-11 which bears out the name of Raju as the owner of Survey No.149/6 in terms of MR No.40/2007-08.
15. We have perused a copy of the conversion certificate dated 12.03.2012 bearing No.ALN(S.B):SR:54/2011-12 issued by the Deputy Commissioner which bears out that Survey No.149/6 was converted from agricultural use to non-agricultural residential use.
16. We have perused a copy of the mutation register extract bearing MR No.T15/2011-12 which records the details of the conversion certificate bearing No. ALN(S.B):SR:54/2011-12.
17. We have perused a copy of the RTC extract for the period 2011-2012 to 2017-18 which bears out the name of Raju as the owner of Survey No.149/6 in terms of MR No.T15/2011-12.



18. We have perused a copy of the akarband extract which bears out the extent of Survey No.149/6 as 4 guntas without kharab.
19. We have perused a copy of the endorsement dated 28.05.2010 issued by the Bangalore Development Authority, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
20. We have perused a copy of the endorsement dated 24.05.2011 (bearing No.PTCL/CR/29/11-12) issued by the Assistant Commissioner which bears out that there were no proceedings initiated under the provisions of the Karnataka Schedule Caste and Schedule Tribe (Prohibition of Transfer of Certain Lands) Act, 1978.
21. We have perused a copy of the endorsement dated 16.08.2007 (bearing No.89/2007-08) issued by the Assistant Commissioner which bears out that there were no proceedings initiated under sections 79A and 79B of the Karnataka and Reforms Act, 1961.
22. We have perused a copy of the endorsement dated 09.08.2007 (bearing No.308/2007-08) issued by the Thasildar which bears out that there were no proceedings initiated under section 48A of the Karnataka and Reforms Act, 1961.
23. We have perused a copy of the endorsement dated 12.03.2019 (bearing No.PTCL/232/18-19 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No.149/6.
24. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of land extract and record of rights extract in respect of Survey No.149/6 and certain other survey numbers.
25. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
26. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including the Survey No.149/6. As on date, we have not received any objections/ claims in response to the aforesaid public notices.



27. We have perused copies of the encumbrance certificates for the period 01.04.1919 to 30.06.1924, 01.04.1924 to 14.02.1957, 15.02.1957 to 21.03.1960, 01.04.1960 to 31.03.2004, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bear out the registration of the relevant transactions and otherwise bear out nil encumbrances with respect to Survey No.149/6.
28. We have perused a copy of the encumbrance certificate for the period 01.04.2004 to 31.03.2005, 01.04.2004 to 13.04.2011 and 01.04.2004 to 13.04.2011 which bears out registration of the sale deeds detailed above and otherwise bear out nil encumbrances with respect to Survey No.149/6.
29. We have perused a copy of the khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike ("BBMP") which bears out the name of Raju as the owner of Survey No.149/6.
30. We have perused a copy of the khata extract dated 13.08.2018 issued by the BBMP which bears out the name of Raju as the owner of Survey No.149/6 for the period 2018-19.
31. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) which bears out that Raju and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Survey No.149/6 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the undivided share in Survey No.149/6 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
32. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that Raju and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.
33. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that APG Habitat Private Limited mortgaged its rights with respect to Survey No.149/6 with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.




34. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.149/6 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
35. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.149 in Begur village.

It is suggested to obtain tax-paid receipts for the last 3 years in relation to Survey No.149/6.

CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed Report, we are of the opinion that (1) Raju has absolute valid and marketable title over the Schedule Property and (2) APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.


J Sagar Associates
Bangalore

SCHEDULE

All that piece and parcel of converted land bearing Survey No.149/6 measuring about 4 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:

East by	Property belonging to Gabriyal
West by	Property belonging to Amar Narayan
North by	Property belonging to Chinnaiah and Road
South by	Property belonging to Chandrashekar

Annexure – I**List of original documents for Survey No.149/6**

Sl. No.	List of documents	Original/Photocopy
1.	Karda extract.	Certified
2.	RTC extracts for the period 1967-68 to 1972-73, 1983-84 to 2003-04.	Certified
3.	RTC extracts for the period 1973-74 to 1982-83	Certified
4.	Notarised affidavit dated 26.09.2016 sworn in by Rayappa (grandson of Inneshappa) which bears out the genealogical tree of Inneshappa	Original
5.	Mutation register extract bearing MR No.145/2004-05.	Certified
6.	RTC extract for the period 2004-2005.	Certified
7.	Sale deed dated 16.03.2005 registered as document No.32058/2004-05 executed by Rayappa along with his wife Lourdu Mary and his children namely William Anthoni Raju and Balaraju in favour of Amar Narayan.	Original
8.	Mutation register extract bearing MR No.234/2004-05.	Certified
9.	RTC extract for the period 2005-2006, 2006-2007, 2007-08 to 2010-11 2011-2012 to 2016-17.	Certified
10.	RTC extract for the period 2017-18	Certified Copy
11.	Sale deed dated 08.08.2006 registered as document No.12177/2006-07 executed by Amar Narayan in favour of K.Saleem.	Original
12.	Mutation register extract bearing MR No.23/2006-07.	Certified
13.	Sale deed dated 09.08.2007 registered as document No.1105/2007-08 executed by K.Saleem in favour of Raju son of Devaraju.	Original
14.	Mutation register extract bearing MR No.40/2007-08.	Certified
15.	Conversion certificate dated 12.03.2012 bearing No.ALN(S.B):SR:54/2011-12 issued by the Deputy Commissioner.	Certified Copy
16.	Mutation register extract bearing MR No.T15/2011-12.	Certified
17.	Akarband extract.	Certified copy
18.	Moola tippani extract of Survey No.149.	Certified Copy
19.	Endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, bearing out the non-availability of index of lands extract and record of rights extract.	Photocopy
20.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board.	Original
21.	Endorsement dated 28.05.2010 issued by the Bangalore Development Authority.	Photocopy
22.	Endorsement dated 24.05.2011 (bearing No.PTCL/CR/29/11-12) issued by the Assistant Commissioner.	Photocopy
23.	Endorsement dated 16.08.2007 (bearing No.89/2007-08) issued by the Assistant Commissioner under sections 79A and 79B of the Karnataka and Reforms Act, 1961.	Photocopy

24.	Endorsement dated 09.08.2007 (bearing No.308/2007-08) issued by the Thasildar under section 48A of the Karnataka and Reforms Act, 1961.	Photocopy
25.	Endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.	Original
26.	Encumbrance certificates for the period 01.04.1919 to 30.06.1924, 01.04.1924 to 14.02.1957, 15.02.1957 to 21.03.1960, 01.04.1960 to 31.03.2004, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019.	Certified
27.	Encumbrance certificate for the period 01.04.2004 to 13.04.2011 and from 01.04.2011 to 13.05.2016	Photocopy
28.	Encumbrance certificate for the period 01.04.2004 to 31.03.2005 and 01.04.2004 to 13.04.2011.	Photocopy
29.	Khata certificate dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike in the name of Raju.	Original
30.	Khata extract dated 13.08.2018 issued by the Bruhat Bengaluru Mahanagara Palike in the name of Raju.	Original
31.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by Raju and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
32.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by Raju and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
33.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Original
34.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by AP Habitat Private Limited in favour of Vistra ITCL (India) Limited	Certified Copy
35.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore, calling for objections, if any.	Photocopy

July 17, 2019

Title report with respect to land in Survey No.149/7 measuring 26 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL

J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com

Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.149/7 measuring 26 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
2. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
3. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized from 01.04.2004. We rely on the encumbrance certificates issued by the sub-registry and we also verify the same in the sub-registry to confirm the entries.
4. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
5. We have not conducted any physical inspection or survey of the Schedule Property
6. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.



J. Sagar Associates

TITLE REPORT

We have in this Report dealt with land in Survey No.149/7 measuring 26 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title:

1. We have perused a copy of the karda extract which bears out the name of Myakallappa son of Chinnaiah as the owner of land in Survey No.149/7. *We have not been provided with any title documents in terms of which Myakallappa son of Chinnaiah acquired title to Survey No.149/7. However, it will not be of a major concern given that he was in possession of Survey No.149/7 from 1956.*
2. We have perused a copy of the settlement deed dated 03.07.1956 registered as document No.2849/56-57 effected between Myakallappa and his children namely Anthonappa, Chinnappa and Chowrappa with respect to certain properties including a portion of Survey No.149/7 measuring 1 acre 12 guntas. In terms of the said settlement, a portion of Survey No.149/7 measuring 26 guntas was acquired by Anthonappa and another portion of Survey No.149/7 measuring 26 guntas was acquired by Chinnappa.
3. We have perused a copy of the mutation register extract bearing MR No.25/56-57 issued by the Thasildar, Bangalore South Taluk, which bears out that the khata of a portion of land measuring 26 guntas in Survey No.149/7 was registered in the name of Anthonappa and the khata of another portion of land measuring 26 guntas in Survey No.149/7 was registered in the name Chinnappa in terms of the settlement deed dated 03.07.1956 (detailed above).
4. We have perused a copy of the RTC extract for the period 1967-68 to 1972-73 which bears out the name of Chinnappa son of Myakalappa as the owner of Survey No.149/7 measuring 1 acre 9 guntas (including 2 guntas of A kharab land and 1 gunta of B kharab land) ("**Survey No.149/7**"). *We note that the RTC extracts were not updated to reflect the name of Anthonappa as the owner, however the same was subsequently rectified.*
5. We have perused a copy of the endorsement dated 22.12.2018 issued by the Thasildar which bears out the non-availability of the RTC extracts for the period 1972 to 1982 with respect to Survey No.149/7.
6. We have perused copies of the RTC extracts for the period 1983-84 to 1992-93 which bear out the name of Chinnappa son of Myakalappa as the erstwhile owner and subsequently the names of Anthonappa, Chinnappa and others as the owners of Survey No.149/7. The said extracts also record IHC No.40/82-83 and MR No.25/56-57.



7. We have perused a copy of the genealogical tree of Chinnappa attested by the Village Accountant which bears out that the said Chinnappa died leaving behind his wife Choramma and 10 children namely Afustinamma, Anthonamma, Rayappa, Gabreil, Lourdamma, Siemens, Therasamma, Segayamma, Banarbas and Yesu.
8. We have perused a copy of the inheritance certificate extract bearing IHR No.40/82-83 which bears out that after the death of Mykalappa and his son Chinnappa, the khata of certain survey numbers including Survey No.149/7 measuring 1 acre 9 guntas was registered in the names of the brothers of Chinnappa namely Chowrappa & Anthonappa and in the names of the children of Chinnappa namely Rayappa, Gabriel, Siemens, Barnabas. Since the settlement deed (detailed above) was already executed and a portion of Survey No.149/7 measuring 26 guntas (hereinafter referred to as the "Schedule Property") was allotted to Chinappa alone, the brothers of Chinnappa namely Anthonappa and Chowrappa will not be entitled to any rights in the Schedule Property as they were both allotted different properties under the aforesaid settlement deed. We have also been given to understand that the Schedule Property was held and owned by the children of Chinnappa only from 1960 onwards.
9. We have perused a copy of the sale deed dated 20.12.1994 registered as document No.6779/94-95 which bears out that Chowramma wife of late Chinnappa along with her children namely Rayappa, Gabriel, Siemens, Banarbas and Yesu conveyed the Schedule Property in favour of Arunkumar. We note that the daughters of late Chinnappa who were not made parties to the said sale deed have executed a consent deed detailed below in point No.13.
10. We have perused copies of the public notices both dated 16.09.2018 issued in Kannada Prabha (a Kannada news daily) and Deccan Chronicle (an English news daily) by Advocate, Arvind B Patil which records the loss of the aforesaid original sale deed dated 20.12.1994 registered as document No.6779/94-95. We have also perused a copy of the communication dated 22.12.2018 issued by Advocate, Arvind B Patil which bears out that he has not received any objections/claims to the public notice dated 16.09.2018.
11. We have perused a copy of the mutation register extract bearing MR No.102/94-95 Village Accountant, Begur Taluk, which bears out that the khata of the Schedule Property was registered in the name of Arunkumar in terms of the sale deed bearing document No.6779/94-95.
12. We have perused copies of the RTC extracts for the period 1993-94 to 2012-13 which bear out the name of N.Arunkumar as the owner of the Schedule



Property in terms of MR No.102/94-95. The said extracts also record the details of the conversion dated 05.10.1998 and the name of the Aircraft Employees Co-operative Society in column No.11. Survey No.149/7 is a larger extent measuring about 1 acre 12 guntas, out of which we are concerned with only 26 guntas. Aircraft Employees Co-operative Society has acquired the other extent being 26 guntas, wherefore its name is appearing as the owner in the column No.11 of the RTC extracts.

13. We have perused a copy of the consent deed dated 30.01.2008 registered as document No.2326/2007-08 which bears out that Therasamma, Afustinamma, Lourdamma, Segayamma and Anthonamma (all daughters of late Chinnappa) confirmed the sale deed dated 20.12.1994 registered as document No.6779/1994-95 and also confirmed the title of the Schedule Property in the name of Arunkumar.

We have perused a copy of the conversion order dated 05.10.1998 bearing No.ALNSR.29/98-99 issued by the Special Deputy Commissioner which bears out that a portion of Survey No.149/7 measuring 29 guntas including 3 guntas of A kharab was converted from agricultural use to non-agricultural residential use. Although an extent of 26 guntas was converted, the entire extent in Survey No.149/7 was again converted in terms of another conversion certificate dated 31.10.2008 bearing No.ALN.SR(S)164/2007-08 issued by the Special Deputy Commissioner which bears out that Survey No.149/7 measuring 1 acre 9 guntas (26 guntas + 23 guntas) was converted from agricultural use to non-agricultural residential use. We note that an extent of 3 guntas of B kharab was reserved for the public use in the conversion order dated 31.10.2008. Please note that 3 guntas of kharab land was converted according to the conversion order dated 05.10.1998, however, the said 3 guntas of kharab was reserved for public use in the second conversion certificate.

14. We have perused a copy of the mutation register extract bearing MR No.T8/2013-14 Village Accountant, Begur Taluk, which records the details of the conversion dated 31.10.2008 detailed above.
15. We have perused copies of the RTC extracts for the period 2013-14 to 2017-18 which bears out the name of N.Arunkumar as the owner of the Schedule Property (23 guntas + 3 guntas of B Kharab land) in terms of MR No.T8/2013-14. The said extracts also records MR No.102/94-95, the details of the conversion dated 05.10.1998 and the name of the Aircraft Employees Co-operative Society in column No.11. The references in Column No.11 relate to another extent in Survey No.149/7 and not the Schedule Property.



16. We have perused a copy of the khata certificate dated 07.09.2018 issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike ("BBMP") which bear out the name of N.Arunkumar as the owner of the Schedule Property.
17. We have perused a copy of the khata extract dated 07.09.2018 issued by the BBMP which bear out the name of N.Arunkumar as the owner of the Schedule Property.
18. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) which bears out that N.Arunkumar and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Schedule Property along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the undivided share in the Schedule Property along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
19. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that N.Arunkumar and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.
20. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that APG Habitat Private Limited mortgaged its rights with respect to the Schedule Property with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.
21. We have perused a copy of the akarband extract which bears out the extent of Survey No.149/7 as 1 acre 12 guntas including 3 guntas of kharab.
22. We have perused a copy of the moola tippani extract which bears out the shape of Survey No.149.

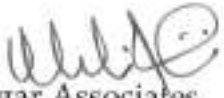
23. We have perused a copy of the endorsement dated 22.08.2007 issued by the Assistant Commissioner which bears out that there were no claims registered under sections 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No.149/7.
24. We have perused a copy of the endorsement dated 16.08.2007 issued by the Special Thasildar which bears out that there were no tenancy claims registered under form 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No.149/7. *We note that the extent of Survey No.149/7 is recorded as 1 acre 31 guntas in the said endorsement.*
25. We have perused a copy of the endorsement dated 28.05.2010 issued by the Bangalore Development Authority, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
26. We have perused a copy of the endorsement dated 12.03.2019 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the PTCL Act with respect to the Survey No.149/7.
27. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
28. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of lands extract and record of rights extract in respect of the Schedule Property along with certain other survey numbers.
29. We have perused a copy of the encumbrance certificate for the period 01.07.1924 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1950 to 14.02.1957, 15.02.1957 to 31.03.1977, 01.04.1960 to 31.03.2004, 01.04.2004 to 13.04.2011, 01.04.2011 to 01.10.2015, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out registration of the relevant transactions detailed above and otherwise bear out nil encumbrances with respect to Survey No.149/7.
30. We have perused a copy of the encumbrance certificate for the period 01.04.2017 to 25.01.2019 which bears out the registration of several sale deeds, gift deeds and certain other transactions in relation to 'Soma White House' constructed on Survey No.149/7 and certain other adjacent survey numbers.

We will require clarification of the transactions relate to the Schedule Property.

31. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including the Schedule Property. As on date, we have not received any objections/ claims in response to the aforesaid public notices.
32. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.149/7 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
33. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.149 in Begur village.
34. We have perused copies of the tax-paid receipts dated 18.01.2019 and 25.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.149/7.

CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed Report, we are of the opinion that Arunkumar has absolute valid and marketable title over the Schedule Property and APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.


J Sagar Associates
Bangalore

SCHEDULE

All that piece and parcel of converted land bearing Survey No.149/7 measuring about 26 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on the:

East	by	Land belonging to Innesappa.
West	by	Land belonging to Anthonappa.
North	by	Land belonging to Kolar Krishnappa.
South	by	Land belonging to Gabreil.



Housiey.com

Annexure - IList of documents for Survey No.149/7

Sl. No.	Description of Documents	Original / Photocopy
1.	Karda extract in the name of Myakallappa son of Chinnaiah.	Certified Copy
2.	Settlement deed dated 03.07.1956 registered as document No.2849/56-57 effected between Myakallappa and his children namely Anthonappa, Chinnappa and Chowrappa.	Certified Copy
3.	Mutation register extract bearing MR No.25/56-57 issued by the Thasildar, Bangalore South Taluk.	Certified Copy
4.	RTC extract for the period 1967-68 to 1972-73.	Certified Copy
5.	Endorsement dated 22.12.2018 issued by the Thasildar for non-availability of the RTC extracts for the period 1972 to 1982.	Original
6.	Endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of lands extract and record of rights extract	Original
7.	RTC extracts for the period 1983-84 to 1992-93.	Certified Copy
8.	Genealogical tree of Chinnappa attested by the Village Accountant.	Photocopy
9.	Inheritance certificate extract bearing IHR No.40/82-83.	Photocopy
10.	Sale deed dated 20.12.1994 registered as document No.6779/94-95 executed by Chowramma wife of late Chinnappa along with her children namely Rayappa, Gabriel, Siemens, Banarbas and Yesu in favour of Arunkumar.	Photocopy - Original is misplaced. We have seen a public notice issued in this regard.
11.	Public notice dated 16.09.2018 issued by B.Arvind Patil in Deccan Chronical recording the loss of sale deed dated 20.12.1994.	Original
12.	Public notice dated 16.09.2018 issued by B.Arvind Patil in Kannada Prabha recording the loss of sale deed dated 20.12.1994.	Original
13.	Mutation register extract bearing MR No.102/94-95 issued by the Village Accountant, Begur Taluk.	Certified Copy
14.	RTC extracts for the period 1993-94 to 2012-13.	Certified Copy
15.	Consent deed dated 30.01.2008 registered as document No.2326/2007-08 executed by Therasamma, Afustinamma, Lourdamma, Segayamma and Anthonamma (all daughters of late Chinnappa) in favour of Arunkumar.	Original

16.	Conversion order dated 05.10.1998 bearing No.ALNSR.29/98-99 issued by the Special Deputy Commissioner.	Certified Copy
17.	Conversion order dated 11.01.2018 bearing No.ALN.SB(S)164/07-08	Certified Copy
18.	Mutation register extract bearing MR No.T8/2013-14 Village Accountant, Begur Taluk.	Certified Copy
19.	RTC extracts for the period 2013-14 to 2016-17.	Certified Copy
20.	RTC extracts for the period 2017-18.	Certified Copy
21.	Khata certificate dated 07.09.2018 issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike in name of N.Arunkumar	Original
22.	Khata extract dated 07.09.2018 issued by the Bruhat Bangalore Mahanagara Palike.	Original
23.	Akarband extract.	Certified Copy
24.	Moola tippani extract of Survey No.149.	Certified Copy
25.	Endorsement dated 12.03.2019 issued by the Assistant Commissioner under the provisions of the PTCL Act	Original
26.	Endorsement dated 22.08.2007 issued by the Assistant Commissioner under sections 79A and 79B of the Karnataka Land Reforms Act, 1961.	Photocopy
27.	Endorsement dated 16.08.2007 issued by the Special Thasildar under form 7A of the Karnataka Land Reforms Act, 1961.	Photocopy
28.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board.	Original
29.	Endorsement dated 28.05.2010 issued by the Bangalore Development Authority	Photocopy
30.	Encumbrance certificated for the period 01.07.1924 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1950 to 14.02.1957, 15.02.1957 to 31.03.1977, 01.04.1960 to 31.03.2004, 01.04.2004 to 13.04.2011, 01.04.2011 to 01.10.2015, 01.01.2016 to 31.01.2018, 01.04.2004 to 25.01.2019, 01.04.2017 to 25.01.2019 and from 01.04.2018 to 25.01.2019.	Certified Copies
31.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by Arunkumar and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
32.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by Arunkumar and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original

33.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Original
34.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by APG Habitat Private Limited in favour of Vistra ITCL (India) Limited.	Certified Copy
35.	Tax-paid receipts all dated 18.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.149/7.	Original
36.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore, calling for objections, if any.	Photocopy
37.	Communication dated 22.12.2018 issued by Advocate, Arvind B Patil issued in relation to the public notice dated 16.09.2018	Original

Housiey.com

July 15, 2019

**Title report with respect to land in Survey No.150 measuring 4 acres and 15 guntas,
situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.**

To:

APG HABITAT PRIVATE LIMITED

FROM:

Malini Raju

**J. Sagar Associates
Bangalore
India**

PRIVILEGED AND CONFIDENTIAL

J. SAGAR ASSOCIATES

Level 3, Prestige Obelisk, No.3, Kasturba Road, Bengaluru-560001
T: +91 80 4350 3600 F: +91 80 4350 3617 E: bangalore@jsalaw.com
Ahmedabad | Chennai | Gurgaon | Hyderabad | Mumbai | New Delhi

FOREWORD

1. This title due diligence report ("**Report**") has been prepared for APG Habitat Private Limited ("**Client**") in relation to land in Survey No.150 measuring 4 acres and 15 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District ("**Schedule Property**").
2. This Report is highly confidential and prepared by us exclusively for the Client ("**Transaction**"). Neither this Report nor any of its contents may be disclosed to any person other than the Client or its officers and employees, who are directly involved in the Transaction in respect of the Schedule Property, without our express written consent. The decision to consummate the Transaction, for the proposed consideration, lies solely with the Client, and our findings, comments and assumptions do not constitute a recommendation as to whether it should or should not consummate the Transaction for the proposed consideration.
3. We have carried out informal litigation searches in the courts and tribunals and the sub registry and have not found any litigations in relation to the Schedule Property. We were also informed by the representatives of the Assetz Group ("**Company**"), that there are no litigations pending in respect of the Schedule Property. We have also conducted informal physical searches at the sub-registrar's office in relation to registered encumbrances, if any. Please note that while conducting litigation searches in the courts/tribunals/sub-registry, no receipts confirming the physical searches are issued and the records are also not completely computerized. In relation to the encumbrance searches in sub-registry, the records are computerized post the year 2000. We rely on the encumbrance certificates issued by the sub-registry and we also verify the same in the sub-registry to confirm the entries.
4. Except where apparent from the documents made available to us, we have assumed that (a) all documents provided to us conform to the originals and are accurate and complete; (b) where relevant, all documents provided to us were validly authorised and executed so that they are valid and binding on each party thereto; and (c) apart from the documents made available to us, there are no other relevant documents or information that would impact our findings in this title report; and (d) there are no acquisition proceedings initiated by any government authority in respect of the property or any part thereof detailed in this title report.
5. We have not conducted any physical inspection or survey of the Schedule Property
6. The Report does not cover any unregistered agreements to sell that may have been executed in relation to the Schedule Property or the development thereon. The Report is limited to the diligence of the title of the Schedule Property and does not deal with any documents relating to lease/license the spaces in the development on the Schedule Property.

TITLE REPORT

We have in this Report dealt with land in Survey No.150 measuring 4 acres and 15 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District.

Flow of title:

1. We have perused a copy of the sale deed dated 30.10.1922 registered as document No.1773/22-23 which bears out that Chinnappa son of Pillaiah conveyed Survey No.150 measuring 4 acres 15 guntas ("Survey No.150") in favour of Bayyappa.
2. We have perused a copy of the sale deed dated 18.06.1931 registered as document No.3009/30-31 which bears out that Bayyappa conveyed Survey No.150 in favour of Bachamma.
3. We have perused a copy of the sale deed dated 18.08.1946 registered as document No.1771/46-47 which bears out that Bachamma along with her children Papaiah and Nanjundappa conveyed Survey No.150 in favour of Gullamma.
4. We have perused a copy of the Will dated 26.04.1971 registered as document No.4/71-72 which bears out that Gullamma bequeathed Survey No.150 in favour of her grandson D.C Krishnappa. On a review of the said Will, we note that Gullamma had only one daughter named Puttamma who died leaving behind her only son D.C Krishnappa.
5. We have perused a copy of the mutation register extract bearing MR No.22/82-83 which bears out that the katha of Survey No.150 was registered in the name of Krishnappa in terms of the Will dated 26.04.1971.
6. We have perused a copy of the endorsement dated 22.12.2018 issued by the Tahsildar which bears out the non-availability of the RTC extracts for the period 1972 to 1982 with respect to Survey No.150.
7. We have perused copies of the RTC extracts for the period 1969-70 to 1972-73 and 1983-84 to 1987-88 which bears out the name of Gullamma as the erstwhile owner and subsequently the name of Krishnappa as the owner of Survey No.150 in terms of MR No.22/82-83.
8. We have perused a copy of the genealogical tree of Krishnappa attested by the Village Accountant which bears out that Krishnappa died leaving behind his wife Kemamma and their only son Sampangi.
9. We have perused a copy of the inheritance certificate bearing IHC No.13/93-94 which bears out that after the death of Krishnappa the katha of Survey No.150 was registered in the name of his wife Kemamma. On a review of the said extract we note that Survey



No.150 was inherited by Kempamma and another survey number was inherited by her only son Sampangi.

10. We have perused a copy of the RTC extract for the period 1988-89 to 1997-98 which bears out the name of Krishnappa as the erstwhile owner and subsequently the name of Kempamma as the owner of Survey No.150 in terms of IHC No.13/93-94.
11. Kempamma has conveyed Survey No.150 in two portions under two different sale deeds (as detailed below) in favour of Savitramma and Shivalingaiah who have subsequently entered into a joint development agreement (which is detailed below). The location of the property in the sale deeds (detailed below) is consistent with the location mentioned in the Will (detailed above) in terms of which Krishnappa acquired Survey No.150.
12. We have perused a copy of the sale deed dated 05.01.1994 registered as document No.3939/1993-94 which bears out that Kempamma along with her son Sampangi conveyed a portion of Survey No.150 measuring 2 acres 7 guntas in favour of Savithramma wife of Shivalingaiah.
13. We have perused a copy of the mutation register extract bearing MR No.31/94-95 which bears out that the katha of a portion of Survey No.150 measuring 2 acres 5 guntas was registered in the name of Savitramma in terms of the sale deed dated 05.01.1994. *We note that although 2 acres 7 guntas was conveyed the katha was registered for 2 acres 5 guntas only.*
14. We have perused a copy of the sale deed dated 05.01.1994 registered as document No.3940/1993-94 which bears out that Kempamma along with her son Sampangi conveyed the remaining portion of Survey No.150 measuring 2 acres 8 guntas in favour of Shivalingaiah son of Lingegowda.
15. We have perused a copy of the mutation register extract bearing MR No.67/94-95 which bears out that the katha of a portion of Survey No.150 measuring 2 acres 8 guntas was registered in the name of Shivalingaiah in terms of the sale deed dated 05.01.1994.
16. We have perused a copy of the general power of attorney dated 20.02.1994 which bears out that Shivalingaiah authorized and appointed M.Krishnappa (owner of Lakshminarasimha Enterprises) as his power of attorney holder to convey a portion of Survey No.150 measuring 2 acres 8 guntas.
17. We have perused a copy of the general power of attorney dated 25.04.1994 which bears out that Savithramma wife of Shivalingaiah authorized and appointed M.Krishnappa (owner of Lakshminarasimha Enterprises) as her power of attorney holder to convey a portion of Survey No.150 measuring 2 acres 7 guntas. *We note that boundaries are not mentioned in the said power of attorney.*



18. We have perused a copy of the sale deed dated 27.01.1996 registered as document No.10327/95-96 which bears out that Kempamma along with her son Sampangi conveyed a portion of Survey No.150 measuring 2 guntas in favour of Chandrashekaraiah. *It is pertinent to point out that Kempamma and Sampangi had already conveyed the entire extent in Survey No.150 as detailed above, wherefore Chandrashekaraiah will not have title over the said 2 guntas in Survey No.150.*
19. We have perused a copy of the mutation register extract bearing MR No.96/96-97 which bears out that the katha of a portion of Survey No.150 measuring 2 guntas was registered in the name of Chandrashekaraiah in terms of the sale deed bearing document No.10327/95-96.
20. We have perused copies of RTC extracts for the period 1993-94 to 2004-05 which bear out the names of Shivalingaiah (for 2 acres 8 guntas in terms of MR No.31/94-95), Savithramma (for 2 acres 5 guntas in terms of MR No.67/94-95) and Chandrashekaraiah (for 2 guntas in terms of MR No.96/96-97) as the owners of Survey No.150.
21. We have perused a copy of the affidavit dated 03.10.2016 sworn in by M.S.Pankaja which bears out the genealogical tree of S.Chandrashekaraiah as follows: the said S.Chandrashekaraiah died leaving behind his wife Pankaja and two children namely Vijay and Chandan (deceased).
22. We have perused a copy of mutation register extract bearing MR No.H16/2016-17 which bears out that the katha of Survey No.150 measuring 2 guntas was registered in the name of Pankaja wife of late S.Chandrashekaraiah in terms of the order dated 28.07.2016 bearing No.RA(S)100/16-17.
23. We have perused a copy of the mutation register extract bearing MR No.108/04-05 which bears out that after the death of Chandrashekaraiah, the katha of a portion of Survey No.150 measuring 2 guntas was registered in the name of Pankaja in terms of IHC No.12/04-05. We have therefore relied on the said mutation register extract which was issued in terms of the IHC No.12/04-05.
24. We have perused a copy of the sale deed dated 05.05.2005 registered as document No.3180/05-06 which bears out that Pankaja wife of late Chandrashekaraiah represented by her power of attorney holder M.Krishnappa conveyed a portion of Survey No.150 measuring 2 guntas in favour of H.G Lakshamma. *It is further pertinent to point out that we have not been provided with a copy of the power of attorney executed by Pankaja in favour M.Krishnappa. However, given that the Sub-Registrar was satisfied with the power of attorney by registering the sale deed, we believe the non-availability of the power of attorney will not be of a major concern. We further note that Vijay son of Chandrashekaraiah was not made party to the said sale deed.*



25. We have perused a copy of the mutation register extract bearing MR No.268/04-05 which bears out that the katha of a portion of Survey No.150 measuring 2 guntas was registered in the name of H.G Lakshamma in terms of the sale deed bearing document No.3180/05-06.
26. We have perused a copy of the conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)153/07-08 issued by the Special Deputy Commissioner which bears out that a portion of Survey No.150 measuring 2 acres 5 guntas was converted from agricultural use to non-agricultural residential use.
27. We have perused a copy of the mutation register extract bearing MR No.64/08-09 which records the details of the conversion of 2 acres 5 guntas in Survey No.150.
28. We have perused a copy of the conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)143/07-08 issued by the Special Deputy Commissioner which bears out that a portion of Survey No.150 measuring 2 guntas was converted from agricultural use to non-agricultural residential use.
29. We have perused a copy of the mutation register extract bearing MR No.T7/13-14 which records the details of the conversion of 2 guntas in Survey No.150.
30. We have perused a copy of the conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)146/07-08 issued by the Special Deputy Commissioner which bears out that a portion of Survey No.150 measuring 2 acres 8 guntas was converted from agricultural use to non-agricultural residential use.
31. We have perused a copy of the mutation register extract bearing MR No.66/08-09 which records the details of the conversion of 2 acres 8 guntas in Survey No.150.
32. We have perused copies of RTC extracts for the period 2005-06 to 2008-09 which bear out the names of Shivalingaiah (for 2 acres 8 guntas in terms of MR No.31/94-95), Savithramma (for 2 acres 5 guntas in terms of MR No.67/94-95) and H.G Lakshamma (for 2 guntas in terms of MR No.268/04-05) as the owners of Survey No.150.
33. We have perused copies of RTC extracts for the period 2009-10 to 2012-13 which bear out the names of Shivalingaiah (for 2 acres 8 guntas in terms of MR No.66/08-09), Savithramma (for 2 acres 5 guntas in terms of MR No.64/08-09) and Chandrashekaraiah (for 2 guntas in terms of MR No.268/04-05) as the owners of Survey No.150.
34. We have perused a copy of the gift deed dated 30.03.2010 registered as document No.5006/09-10 which bears out that H.G Lakshamma gifted a portion of Survey No.150 measuring 2 guntas in favour of her grandson Pradeep Krishnappa.



35. We have perused copies of RTC extracts for the period 2013-14 to 2017-18 which bear out the names of Shivalingaiah (for 2 acres 8 guntas in terms of MR No.66/08-09), Savithramma (for 2 acres 5 guntas in terms of MR No.64/08-09) and Lakshamma (for 2 guntas in terms of MR No.T7/14-15) as the owners of Survey No.150.
36. We have perused a copy of the order dated 23.03.1991 passed by Assistant Commissioner the in case bearing No.LRF(83)26,151,152,165,248&251/97-98 which bears out that the proceedings initiated under sections 79A and 80 of the Karnataka Land Reforms Act, 1961 against Shivalingaiah were dropped.
37. We have perused a copy of the order dated 23.03.1991 passed by Assistant Commissioner the in case bearing No.LRF(83)297/96-97 which bears out that the proceedings initiated under section 79A of the Karnataka Land Reforms Act, 1961 against Shivalingaiah were dropped.
38. We have perused a copy of the akarbhand which bears out the extent of Survey No.150 as 4 acres 15 guntas without karab land.
39. We have perused a copy of the moola tippany which bears out the shape of Survey No.150.
40. We have perused copies of the encumbrance certificates for the period 01.07.1929 to 14.02.1957, 15.02.1957 to 31.03.1960, 01.04.1960 to 31.03.2004 bears out the registration of the relevant transactions and otherwise bears out nil encumbrances for Survey No.150.
41. We have perused copies of the encumbrance certificates for the period 01.04.1930 to 20.07.2007, 01.04.2011 to 11.03.2016, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out the registration of the relevant transactions and otherwise bears out nil encumbrances for 2 acres 8 guntas in Survey No.150.
42. We have perused copies of the encumbrance certificates for the 01.04.2004 to 31.03.2007, 01.04.2011 to 11.03.2016, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out the registration of the relevant transactions and otherwise bears out nil encumbrances for 2 acres 7 guntas in Survey No.150.
43. We have perused a copy of the encumbrance certificate for the 01.04.2004 to 13.04.2011, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 which bears out the registration of the relevant transactions and otherwise bears out nil encumbrances for 2 guntas in Survey No.150.
44. We have perused a copy of the khata certificate dated 21.08.2018 issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike which bears out the name of Shivalingaiah as the owner of Survey No.150.



45. We have perused a copy of the khata extract dated 21.08.2018 issued by the Bruhat Bangalore Mahanagara Palike which bears out the name of Shivalingaiah as the owner of Survey No.150.
46. We have perused a copy of the khata certificate dated 21.08.2018 issued by the Assistant Revenue Officer, BBMP which bears out the name of Savitramma as the owner of Survey No.150.
47. We have perused a copy of the khata extract dated 21.08.2018 issued by the BBMP which bears out the name of Savitramma as the owner of Survey No.150.
48. We have perused a copy of the endorsement dated 21.02.2019 issued by the Thasildar, Begur Taluk, which bears out the non-availability of index of lands extract and record of rights extract in respect of Survey No.150 along with certain other survey numbers.
49. We have perused a copy of the endorsement dated 23.07.2018 issued by the Karnataka Housing Board, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
50. We have perused a copy of the endorsement dated 24.11.2011 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the PTCL Act with respect to Survey No.150.
51. We have perused a copy of the endorsement dated 28.05.2010 issued by the Bangalore Development Authority, which bears out that there were no acquisition proceedings initiated by the said authority with respect to land situated at Begur Village, Begur Hobli, Bangalore South Taluk.
52. We have perused a copy of the endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board which bears out that there were no acquisition proceedings initiated by the said authority with respect to Survey No.150 and certain other adjacent land parcels for the purposes of Bangalore Mysore Infrastructure Corridor Project.
53. We have perused a copy of the Village Map of Begur Village bears out the location of Survey No.150 in Begur village.
54. We have perused a copy of the endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner which bears out that there are no claims registered under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No.150.



55. We have issued public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore calling for objections, if any, in relation to certain immovable properties including Survey No.150. As on date, we have not received any objections/ claims in response to the aforesaid public notices.
56. We have perused copies of the tax-paid receipts all dated 18.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.150.

Joint Development Agreements:

1. We have perused a copy of the joint development agreement dated 30.07.2010 registered as document No.1602/2010-11 ("JDA-1") which bears out that Shivalingaiah and his wife Savithramma ("Owners") entered into a development agreement with Priyakrishna and Pradeep Krishna ("Developers") to develop Survey No.150 measuring 4 acres 15 guntas.
2. We have perused a copy of the general power of attorney dated 30.07.2010 registered as document No.19/2010-11 ("GPA-1") which bears out that the Owners authorized and appointed the Developers as their power of attorney holder to act for and on behalf of the Owners.
3. We have perused a copy of the sharing agreement dated 14.03.2011 registered as document No.4541/2010-11 which bears out that Owners and Developers entered into a sharing agreement in lieu of the JDA-1. In terms of the said sharing agreement the Owners were allotted certain other properties situated at other villages as their 10% share in the Project. On a review of the sharing agreement we note that the Owners were not entitled to any share of development/sites forming part of the Schedule Property.
4. We have perused a copy of the memo (which is reflected as a supplemental deed in the encumbrance certificate) dated 01.04.2011 bearing No.3/2011-12 which bears out that this memo was sent to the concerned Sub-Registrar of different jurisdictions (pertaining to the different villages forming part of the JDA-1) for recording the entry of the registration of the JDA-1 in their records.
5. We have perused a copy of the joint development agreement dated 20.09.2018 registered as document No.5409/2018-19 ("JDA-2") which bears out that Shivalingaiah and his wife Savithramma and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties entered into a joint development agreement with APG Habitat Private Limited to develop Survey No.150 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas into a multi-storeyed residential complex. The agreement inter alia bears out that APG Habitat Private Limited has the right to create mortgage on the share allotted to APG Habitat Private Limited (which is 68% of the



undivided share in Survey No.150 along with certain other adjacent land parcels totally admeasuring 7 acres 14 guntas) and the development rights in relation to the proposed development. The registration of the said agreement is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019. On a review of the said joint development agreement we further note that Shivalingaiah and his wife Savithamma who had executed JDA-1, GPA-1 and the sharing agreement dated 14.03.2011 registered as document No.4541/2010-11 have received their entitlement and have no claim against Priyakrishna and Pradeep Krishnappa (who are the confirming parties in JDA-2). In terms of this understanding, Shivalingaiah and his wife Savithamma have joined JDA-2 for betterment of title and all benefits under JDA-2 with respect to Survey No.150 will be with Priyakrishna and Pradeep Krishnappa as the owners of Survey No.150.

6. We have perused a copy of the general power of attorney dated 20.09.2018 (registered as document No.111/2018-19) which bears out that Shivalingaiah and his wife Savithamma and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa as confirming parties authorised and appointed APG Habitat Private Limited as their power of attorney holder to facilitate the terms and conditions stipulated in the aforesaid joint development agreement.
7. We have perused a copy of the memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 which bears out that APG Habitat Private Limited mortgaged its rights with respect to Survey No.150 with Vistra ITCL (India) Limited. The registration of the said mortgage deed is borne out in the encumbrance certificate for the period 01.04.2018 to 25.01.2019.

CERTIFICATE

Based on the documents reviewed by us in this Report and subject to our observations detailed in the Report, we are of the opinion that Shivalingaiah and his wife Savithamma has absolute valid and marketable title over the Schedule Property and APG Habitat Private Limited has valid development rights over the Schedule Property subject to the existing mortgage created in favour of Vistra ITCL (India) Limited.


J Sagar Associates
Bangalore

SCHEDULE

1. All that piece and parcel of converted land bearing Survey No.150 measuring 2 acres 7 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:
East by : Government Lake Portion.
West by : Land belonging to Koolir Nanjundappa and Papanna.
North by : Survey No.153/1 belonging to Nanjappa and Byrappa.
South by : Survey No.149/1 belonging to Anthonamma.

2. All that piece and parcel of converted land bearing Survey No.150 measuring 2 acres 8 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:
East by : Government Kere.
West by : Land belonging to Koolir Nanjundappa and Papanna.
North by : Survey No.153/1 belonging to Nanjappa and Byrappa.
South by : Survey No.149/1 belonging to Anthonamma.

3. All that piece and parcel of converted land bearing Survey No.150 measuring 2 guntas, situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore District and bounded on:
East by : Land belonging to Shivalingaiah.
West by : Government Kare Angala.
North by : Land belonging to Krishnappa and Narayanappa.
South by : Land belonging to Igneshappa.



Annexure – I**List of documents for Survey No.150**

Sl. No.	List of documents	Original/Photocopy
1.	Sale deed dated 30.10.1922 registered as document No.1773/22-23 executed by Chinnappa son of Pobaiah in favour of Bayyappa.	Certified Copy
2.	Sale deed dated 18.06.1931 registered as document No.3009/30-31 executed by Bayyappa in favour of Bachamma.	Certified Copy
3.	Sale deed dated 18.08.1946 registered as document No.1771/46-47 executed by Bachamma along with her children Papaiah and Nanjundappa in favour of Gullamma.	Certified Copy
4.	Will dated 26.04.1971 registered as document No.4/71-72 executed by Gullamma in favour of D.C Krishnappa.	Certified Copy
5.	Mutation register extract bearing MR No.22/82-83.	Certified Copy
6.	Endorsement dated 22.12.2018 issued by the Tahsildar.	Original
7.	RTC extracts for the period 1969-70 to 1972-73, 1983-84 to 1999-00, 2002-03 to 2018-19..	Certified Copy
8.	Genealogical tree of Krishnappa attested by the Village.	Photocopy
9.	Inheritance certificate bearing IHC No.13/93-94.	Certified Copy
10.	Sale deed dated 05.01.1994 registered as document No.3939/1993-94 executed by Kempamma along with her son Sampangi in favour of Savithramma wife of Shivalingaiah.	Original
11.	Mutation register extract bearing MR No.31/94-95.	Photocopy
12.	Sale deed dated 05.01.1994 registered as document No.3940/1993-94 executed by Kempamma along with her son Sampangi in favour of Shivalingaiah son of Lingegowda.	Original
13.	Mutation register extract bearing MR No.67/94-95.	Certified Copy
14.	General power of attorney dated 20.02.1994 executed by Shivalingaiah in favour of M.Krishnappa (owner of Lakshminarasimha Enterprises).	Original
15.	General power of attorney dated 25.04.1994 executed by Savithramma in favour of M.Krishnappa (owner of Lakshminarasimha Enterprises).	Original
16.	Sale deed dated 27.01.1996 registered as document No.10327/95-96 executed by Kempamma in favour of Chandrashekaraiah.	Certified Copy (as it includes other survey number which is not part of the project)
17.	Mutation register extract bearing MR No.96/96-97.	Certified Copy
18.	Affidavit dated 03.10.2016 sworn in by M.S.Pankaja which bears out the genealogical tree of S.Chandrashekaraiah.	Photocopy
19.	Mutation register extract bearing MR No.H16/2016-17.	Certified Copy
20.	Mutation register extract bearing MR No.108/04-05.	Certified Copy
21.	Sale deed dated 05.05.2005 registered as document No.3180/05-06 executed by Pankaja wife of late Chandrashekaraiah represented by her	Original

X

	power of attorney holder M.Krishnappa in favour of H.G Lakshamma.	
22.	Mutation register extract bearing MR No.268/04-05.	Certified Copy
23.	Conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)153/07-08.	Certified Copy
24.	Mutation register extract bearing MR No.64/08-09.	Certified Copy
25.	Conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)143/07-08 issued by the Special Deputy Commissioner.	Certified Copy
26.	Mutation register extract bearing MR No.T7/13-14.	Certified Copy
27.	Conversion certificate dated 31.10.2008 bearing No.ALN.SR.(S)146/07-08 issued by the Special Deputy Commissioner.	Certified Copy
28.	Mutation register extract bearing MR No.66/08-09.	Certified Copy
29.	Gift deed dated 30.03.2010 registered as document No.5006/09-10 executed by H.G Lakshamma in favour of Pradeep Krishnappa.	Original
30.	Order dated 23.03.1991 passed by Assistant Commissioner in the case bearing No.LRF(83)26,151,152,165,248&251/97-98.	Certified Copy
31.	Order dated 23.03.1991 passed by Assistant Commissioner in the case bearing No.LRF(83)297/96-97.	Photocopy
32.	Akarband extract.	Certified Copy
33.	Mula tippany of Survey No.150.	Certified Copy
34.	Encumbrance certificates for the period 01.04.1930 to 31.03.1960, 01.04.1960 to 31.03.2004 for Survey No.150.	Certified Copy
35.	Encumbrance certificates for the period 01.04.2004 to 20.07.2007, 01.04.2011 to 11.03.2016, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 for 2 acres 8 guntas in Survey No.150.	Certified Copy
36.	Encumbrance certificates for the 01.04.2004 to 31.03.2007, 01.04.2007 to 31.03.2011, 01.04.2011 to 11.03.2016, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 for 2 acres 7 guntas in Survey No.150.	Certified Copy
37.	Encumbrance certificate for the 01.04.2004 to 13.04.2011, 01.04.2004 to 25.01.2019 and from 01.04.2018 to 25.01.2019 for 2 guntas in Survey No.150.	Certified Copy
38.	Khata certificate dated 21.08.2018 issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike in the name of Shivalingaiah.	Original
39.	Khata extract dated 21.08.2018 issued by the Bruhat Bangalore Mahanagara Palike in the name of Shivalingaiah.	Original
40.	Khata certificate dated 21.08.2018 issued by the Assistant Revenue Officer, BBMP in the name of Savitramma.	Original
41.	Khata extract dated 21.08.2018 issued by the BBMP in the name of Savitramma.	Original
42.	Endorsement dated 21.02.2019 issued by the Thasildar bearing out the non-availability of index of lands extract and record of rights extract.	Photocopy

2

43.	Endorsement dated 24.11.2011 issued by the Assistant Commissioner under the provisions of the PTCL Act.	Photocopy
44.	Endorsement dated 23.07.2018 issued by the Karnataka Housing Board.	Original
45.	Endorsement dated 12.03.2019 (bearing No.PTCL/ 232/18-19 issued by the Assistant Commissioner under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.	Original
46.	Joint development agreement dated 30.07.2010 registered as document No.1602/2010-11 executed by Shivalingaiah and his wife Savithamma with Priyakrishna and Pradeep Krishna.	Certified Copy
47.	General power of attorney dated 30.07.2010 registered as document No.19/2010-11 executed by Shivalingaiah and his wife Savithamma in favour of Priyakrishna and Pradeep Krishna	Certified Copy
48.	Sharing agreement dated 14.03.2011 registered as document No.4541/2010-11	Certified Copy
49.	Memo (which is reflected as a supplemental deed in the encumbrance certificate) dated 01.04.2011 bearing No.3/2011-12.	Certified Copy
50.	Joint development agreement dated 20.09.2018 registered as document No.5409/2018-19) executed by Shivalingaiah and his wife Savithamma and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
51.	General power of attorney dated 20.09.2018 (registered as document No.111/2018-19) executed by Shivalingaiah and his wife Savithamma and certain other adjacent land owners along with Priyakrishna and Pradeep Krishnappa with APG Habitat Private Limited.	Original
52.	Endorsement dated 22.10.2018 issued by the Karnataka Industrial Areas Development Board.	Original
53.	Memorandum of entry recording the deposit of title deeds dated 09.10.2018 registered as document No.6295/2018-19 executed by APG Habitat Private Limited in favour of Vistra ITCL (India) Limited.	Certified Copy
54.	Tax-paid receipts all dated 18.01.2019 issued by the Bruhat Bangalore Mahanagara Palike (Revenue Department) which bears out payment of property taxes for the period 2016-17, 2017-18 and 2018-19 with respect to Survey No.150.	Original
55.	Public notices dated 28.07.2018 in the Kannada edition of the 'Vijaya Karnataka' Bangalore and English edition of the 'Times of India' Bangalore, calling for objections, if any.	Photocopy

2