

November 20, 2023

To,

**BRIGADE ENTERPRISES LIMITED,**  
Having its registered office at 29<sup>th</sup> & 30<sup>th</sup> Floor,  
World Trade Centre, 26/1,  
Brigade Gateway Campus,  
Dr. Rajkumar Road,  
Malleswaram – Rajajinagar,  
Bangalore – 560 055.

Hereunder referred to as 'the Client'

Dear Sir,

Under your instructions, we have undertaken scrutiny of various title deeds, title documents and other revenue documents in respect of the property more fully described in the Schedule below and drawn a Report on Title. Please find below Report on Title issued based on the copies of the documents furnished to us.

**Report on Title**

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**I. SCHEDULE PROPERTY**

**Item No. 1**

All that piece and parcel of the residentially converted undeveloped land bearing Survey No. 152/1A measuring 28 Guntas (actual measurement as per survey is 19.65 Guntas) situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk and bounded on the:

East by : Land bearing Survey Nos. 152/2A, 152/12 & 152/13.  
West by : Allalsandra Oni (LBS Nagar).  
North by : Road.  
South by : Land bearing Survey No. 152/2A.

*Boundaries are as provided in the Sale Deed dated 09.01.2023, registered on 22.02.2023 as Document No. HSR-1-03758-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.*

**Item No. 2**

All that piece and parcel of portion of 9 Acres 20.35 Guntas out of converted land bearing Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153 admeasuring 13 Acres 38 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk and bounded on the

East by : Land bearing Survey Nos. 152/8, 152/9 & 152/11.  
West by : Allalsandra Oni (LBS Nagar)  
North by : Land bearing Survey Nos. 152/1A, 152/11 & 152/12.  
South by : Remaining portion of Land bearing Survey Nos. 153, 152/7A & 152/7B.



*Boundaries are as provided in the Sale Deed dated 09.01.2023, registered on 22.02.2023 as Document No. HSR-1-03756-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.*

**Item No. 3**

All that piece and parcel of portion of 4 Acres 17.65 Guntas out of converted land bearing Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153 admeasuring 13 Acres 38 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk and bounded on the

East by : Land bearing Survey No. 152/8.  
West by : Allalassandra Road.  
North by : Remaining portion of Land bearing Survey Nos. 153, 152/7A & 152/7B.  
South by : Yelahanka Village Boundary and Remaining portion of Survey No. 153.

*Boundaries are as provided in the Sale Deed dated 09.01.2023, registered on 22.02.2023 as Document No. HSR-1-03754-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.*

*Item Nos. 1,2 & 3 are collectively referred to as 'Schedule Property'.*



**II. COPIES OF DOCUMENTS FURNISHED FOR SCRUTINY**

Serial No.	Description of Documents
1.	Village Map of Yelahanka Village;
2.	Sale Deed dated 08.11.1943 executed by Veeramma in favour of Standard Brick and Tile Company, registered as document No. 2264/1943-44, Book I, Vol. 663 at pages 137 to 139 in the Office of the Sub-Registrar, Bangalore North Taluk.
3.	Sale Deed dated 20.09.1950 executed by Mr. Eranna S/o Bhadranna in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited, registered as Document No. 3966/1950-51 at pages 160 to 162 in Volume 1164 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk with respect to Survey No. 152/2 measuring 2 Acres 3 Guntas.
4.	Sale Deed dated 23.06.1950 executed by K. Bachappa S/o Kempanna in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited, registered as Document No. 1942/1950-51 at pages 224 to 231 in Volume 1139 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk (Survey No. 152/3 measuring 21 Guntas).
5.	Sale Deed dated 23.06.1950 which has been registered as Document No. 1943/1950-51 at pages 130 to 132 in Volume 1140 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk.
6.	Sale Deed dated 22.06.1942 executed by Mr. Hanumantarayappa S/o Achhe Gowda in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited, registered as Document No. 4355/1941-42 at pages 54 to 56 in Volume 592 of Book



	I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk (with respect to Survey No. 152/6 measuring 1 Acre 14 Guntas).
7.	Conversion Certificate dated 26.09.1964 bearing No. ALN 256/61-62 issued by the Office of Tahasildar, Bangalore North Taluk, Bangalore.
8.	Hissa Survey Records and Form 10 issued by the Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore showing bifurcation of Survey No. 152 to 152/1AB to 7AB and 152/10AB
9.	Mutation Register Extract bearing M. R. No. 1/1995-96
10.	Karnataka Revision Settlement Akarbandh issued by Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore with respect to Survey No. 152/1A,B to 7A,B and 152/10A,B
11.	Hudbusth Sketch of Re-survey Nos. 152/1A, 152/1B, 152/2A, 152/2B, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A and 152/10B issued by Deputy Director of Land Records, Bangalore Sub-division.
12.	Order dated 16.05.1988 in Case No. ULC (12) Misc. 276/87-88 in the Court of the Special Deputy Commissioner, Urban Land Ceiling, Bengaluru.
13.	Endorsement dated 16.05.1988 bearing No. ULC (12) MISC. 276/87-88 issued by the Office of Special Deputy Commissioner, Urban Land Ceiling, Bengaluru addressed to Mr. S.V. Sundar, Managing Director of M/s. Standard Bricks and Tiles Company (P) Ltd.
14.	<ol style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. S. Venkataraju S/o Mr. Venkataraju.</li> <li>ii. Agreement dated 28.10.1995 executed by Mr. S. Venkataraju S/o Mr. Venkataraju in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 28.10.1995 issued by Mr. S. Venkataraju S/o Mr. Venkataraju in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Declaration dated 28.10.1995 issued by Mr. S. Venkataraju S/o Mr. Venkataraju.</li> </ol>



15.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. S. Srinivasa Raju S/o Mr. S. Venkataiah.</li> <li>ii. Agreement dated 28.10.1995 executed by Mr. S. Srinivasa Raju S/o Mr. S. Venkataiah in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 28.10.1995 issued by Mr. S. Srinivasa Raju S/o Mr. S. Venkataiah in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Notarized Declaration dated 28.10.1995 issued by Mr. S. Srinivasa Raju S/o Mr. S. Venkataiah.</li> </ul>
16.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. M.N. Narasimharaju S/o Mr. Narasaraju.</li> <li>ii. Agreement dated 28.10.1995 executed by Mr. M.N. Narasimharaju S/o Mr. Narasaraju in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 28.10.1995 issued by Mr. M.N. Narasimharaju S/o Mr. Narasaraju in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Notarized Declaration dated 28.10.1995 issued by Mr. M.N. Narasimharaju S/o Mr. Narasaraju.</li> </ul>
17.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mrs. Manjula w/o Mr. Lakshmikanth.</li> <li>ii. Agreement dated 28.10.1995 executed by Mrs. Manjula w/o Mr. Lakshmikanth in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 28.10.1995 issued by Mrs. Manjula w/o Mr. Lakshmikanth in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Notarized Declaration dated 28.10.1995 issued by Mrs. Manjula w/o Mr. Lakshmikanth.</li> </ul>
18.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. Jayappa Reddy S/o Mr. C. Ramaiah Reddy.</li> <li>ii. Agreement dated 28.10.1995 executed by Mr. Jayappa Reddy S/o Mr. C. Ramaiah Reddy in favour of Mr. K.V. Jayaprakash.</li> </ul>



	<p>iii. Receipt dated 28.10.1995 issued by Mr. Jayappa Reddy S/o Mr. C. Ramaiah Reddy in favour of Mr. K.V. Jayaprakash.</p> <p>iv. Notarized Declaration dated 28.10.1995 issued by Mr. Jayappa Reddy S/o Mr. C. Ramaiah Reddy.</p>
19.	<p>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. M. Sreeramalu S/o late M.V. Narasaraju.</p> <p>ii. Agreement dated 28.10.1995 executed by Mr. M. Sreeramalu S/o late M.V. Narasaraju in favour of Mr. K.V. Jayaprakash.</p> <p>iii. Receipt dated 28.10.1995 issued by Mr. M. Sreeramalu S/o late M.V. Narasaraju in favour of Mr. K.V. Jayaprakash.</p> <p>iv. Notarized Declaration dated 28.10.1995 issued by Mr. M. Sreeramalu S/o late M.V. Narasaraju.</p>
20.	<p>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. Suresh Jain S/o Mr. Chhangaulal.</p> <p>ii. Agreement dated 28.10.1995 executed by Mr. Suresh Jain S/o Mr. Chhangaulal in favour of Mr. K.V. Jayaprakash.</p> <p>iii. Receipt dated 28.10.1995 issued by Mr. Suresh Jain S/o Mr. Chhangaulal in favour of Mr. K.V. Jayaprakash.</p> <p>iv. Notarized Declaration dated 28.10.1995 issued by Mr. Suresh Jain S/o Mr. Chhangaulal.</p>
21.	<p>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. C.R. Lokesh Reddy S/o Mr. C. Ramaiah Reddy.</p> <p>ii. Agreement dated 28.10.1995 executed by Mr. C.R. Lokesh Reddy S/o Mr. C. Ramaiah Reddy in favour of Mr. K.V. Jayaprakash.</p> <p>iii. Receipt dated 28.10.1995 issued by Mr. C.R. Lokesh Reddy S/o Mr. C. Ramaiah Reddy in favour of Mr. K.V. Jayaprakash.</p> <p>iv. Notarized Declaration dated 28.10.1995 issued by Mr. C.R. Lokesh Reddy S/o Mr. C. Ramaiah Reddy.</p>



22.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. N. Subba Raju S/o late N. Applu Raju.</li> <li>ii. Agreement dated 15.12.2000 executed by Mr. N. Subba Raju S/o late N. Applu Raju in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 15.12.2000 issued by Mr. N. Subba Raju S/o late N. Applu Raju in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Notarized Declaration dated 15.12.2000 issued by Mr. N. Subba Raju S/o late N. Applu Raju.</li> </ul>
23.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. S.K. Bhaskara Raju S/o Mr. S.K. Narasaraju.</li> <li>ii. Agreement dated 15.12.2000 executed by Mr. S.K. Bhaskara Raju S/o Mr. S.K. Narasaraju in favour of Mr. K.V. Jayaprakash.</li> <li>iii. Receipt dated 15.12.2000 issued by Mr. S.K. Bhaskara Raju S/o Mr. S.K. Narasaraju in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Notarized Declaration dated 15.12.2000 issued by Mr. S.K. Bhaskara Raju S/o Mr. S.K. Narasaraju.</li> </ul>
24.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. E. Venkatesh S/o late Erappa.</li> <li>ii. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. E.B. Vijayakumar S/o late Erappa.</li> <li>iii. Agreement dated 28.10.1995 executed by Mr. E. Venkatesh S/o late Erappa and Mr. E.B. Vijayakumar S/o late Erappa in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Receipt dated 28.10.1995 issued by Mr. E. Venkatesh S/o late Erappa and Mr. E.B. Vijayakumar S/o late Erappa in favour of Mr. K.V. Jayaprakash.</li> <li>v. Notarized Declaration dated 28.10.1995 issued by Mr. E. Venkatesh S/o late Erappa and Mr. E.B. Vijayakumar S/o late Erappa.</li> </ul>



25.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. Puttabasanna S/o Mr. Chikavire Gowda.</li> <li>ii. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. R. Ashwathnarayan S/o late Ramashamaiah.</li> <li>iii. Agreement dated 28.10.1995 executed by Mr. Puttabasanna S/o Mr. Chikavire Gowda and Mr. R. Ashwathnarayan S/o late Ramashamaiah in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Receipt dated 28.10.1995 issued by Mr. Puttabasanna S/o Mr. Chikavire Gowda and Mr. R. Ashwathnarayan S/o late Ramashamaiah in favour of Mr. K.V. Jayaprakash.</li> <li>v. Notarized Declaration dated 28.10.1995 issued by Mr. Puttabasanna S/o Mr. Chikavire Gowda and Mr. R. Ashwathnarayan S/o late Ramashamaiah.</li> </ul>
26.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. V. Subba Reddy S/o Mr. R. Subba Reddy.</li> <li>ii. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. B. Anil Kumar S/o Mr. S. Gajendra Naidu.</li> <li>iii. Agreement dated 28.10.1995 executed by Mr. V. Subba Reddy S/o Mr. R. Subba Reddy and Mr. B. Anil Kumar S/o Mr. S. Gajendra Naidu in favour of Mr. K.V. Jayaprakash.</li> <li>iv. Receipt dated 28.10.1995 issued by Mr. V. Subba Reddy S/o Mr. R. Subba Reddy and Mr. B. Anil Kumar S/o Mr. S. Gajendra Naidu in favour of Mr. K.V. Jayaprakash.</li> <li>v. Notarized Declaration dated 28.10.1995 issued by Mr. V. Subba Reddy S/o Mr. R. Subba Reddy and Mr. B. Anil Kumar S/o Mr. S. Gajendra Naidu.</li> </ul>
27.	<ul style="list-style-type: none"> <li>i. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. S. Rama Reddy S/o late Subbarayappa.</li> </ul>

	<p>ii. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. R. Jagadeesha Reddy S/o Mr. S.R. Rama Reddy.</p> <p>iii. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. R. Harinath S/o Mr. K. Rangappa.</p> <p>iv. Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of Mr. B.P. Mahesh S/o Mr. Puttanna.</p> <p>v. Agreement dated 28.10.1995 executed by (1) Mr. S. Rama Reddy S/o late Subbarayappa (2) Mr. R. Jagadeesha Reddy S/o Mr. S.R. Rama Reddy (3) Mr. R. Harinath S/o Mr. K. Rangappa (4) Mr. B.P. Mahesh S/o Mr. Puttanna in favour of Mr. K.V. Jayaprakash.</p> <p>vi. Receipt dated 28.10.1995 issued by (1) Mr. S. Rama Reddy S/o late Subbarayappa (2) Mr. R. Jagadeesha Reddy S/o Mr. S.R. Rama Reddy (3) Mr. R. Harinath S/o Mr. K. Rangappa (4) Mr. B.P. Mahesh S/o Mr. Puttanna in favour of Mr. K.V. Jayaprakash.</p> <p>vii. Notarized Declaration dated 28.10.1995 issued by (1) Mr. S. Rama Reddy S/o late Subbarayappa (2) Mr. R. Jagadeesha Reddy S/o Mr. S.R. Rama Reddy (3) Mr. R. Harinath S/o Mr. K. Rangappa (4) Mr. B.P. Mahesh S/o Mr. Puttanna.</p>
28.	General Power of Attorney dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited represented by its managing director Mr. V.N. Sundar in favour of Mr. E.B. Vijayakumar S/o Mr. Erappa, registered on 28.12.1994 as Document No. 443/1994-95 at pages 184 – 187 in Volume SF 26 of Book IV in the Office of Sub-Registrar, Yelahanka.
29.	Demand Notice dated 12.06.1995 issued to Standard Brick and Tile Company (Yelahanka) Private Limited by the Yelahanka Municipal Corporation for payment of development charges with respect to Survey Nos. 152/1 to 7 and 152/10 and Letter dated 12.09.1995 intimating the owner to remit the betterment charges to the Yelahanka Municipal Corporation and get the Katha transferred.



30.	Demand Notice dated 12.06.1995 issued by the Yelahanka Municipal Corporation to V. N. Sundar, represented by his Power of Attorney Holder S. Rama Reddy for payment of betterment charges with respect to Survey No. 153 and Letter dated 12.09.1995 intimating the owner to remit the betterment charges to the Yelahanka Municipal Corporation and get the Katha transferred.
31.	Intimation Letter dated 13.01.2003 bearing No. ALN.SR (NA) 214/2002-03 issued by the Office of Deputy Commissioner, Bengaluru.
32.	Conversion fees paid through bank challan on 14.01.2003 by way of cash to The Treasury, Bengaluru North.
33.	Official Memorandum dated 17.01.2003 bearing No. BDS.ALN.SR (NA) 214:2002-03 issued by the Office of Deputy Commissioner, Bengaluru.
34.	Mutation Register No. 70/2003-2004 issued by the Office of Village Accountant, Bengaluru North Taluk.
35.	Residential Layout Sanctioned plan of Survey No. 152/1 to 7 and 152/10 of Yelahanka Village, issued by President, Yelahanka Town Municipality.
<b>Documents Survey No. 153 – 5 Acres 30 Guntas</b>	
36.	Sale Deed dated 13.09.1935 executed by (1) Mr. Hanumantha S/o Nagappa (2) Mrs. Maalakka w/o Dodda Madappa as 'Vendors' in favour of (1) Master. Appaiah S/o Puttappa (2) Master. Munirangappa S/o Puttappa since both are being minors represented by their brother and guardian Mr. P. Chikka Muniyappa as 'Purchasers', registered on 19.09.1935 as Document No. 892/35-36 at pages 81 to 83 in Volume No. 334 of Book I in the Office of Taluk Sub-Registrar, Bengaluru.
37.	Partition Deed dated 20.11.1950 executed by and between (1) Mrs. Akkajamma w/o late Dodda Muniyappa (Dodda Muniyappa S/o Puttappa) (2) Mr. Chikka Muniyappa S/o Puttappa (3) Mr. Muni Nagappa S/o Puttappa (4) Mr. Appaiah S/o Puttappa (5) Mr. Muni Rangappa S/o Puttappa, registered on 06.12.1950 as Document No. 5308/50-51 in Volume No. 1176 at pages 27 – 39 of Book I in the Office of Sub-Registrar, Bengaluru Taluk.



38.	Sale Deed dated 15.01.1954 executed by P. Chikka Muniyappa and others in favour of V. S. Nataraj Mudaliar, registered as document No. 6511/1953-54, Book I, Vol. 1391 at Pages 1 to 3 in the Office of the Sub-Registrar, Bangalore North Taluk, Bangalore.
39.	Family Tree of V. S. Nataraj Mudaliar issued by the Village Accountant, Bangalore North Taluk
40.	Death Certificate of V. S. Natarajan issued by the Corporation of the City of Bangalore
41.	M. R. No. 7/1991-92 issued by the Village Accountant, Bangalore North Taluk recording the transfer of Katha in the name of V. N. Sundar
42.	General Power of Attorney dated 24.10.1994 executed by V. N. Sundar in favour of S. Rama Reddy, registered as document No. 301/1994-95, Book IV, SF 24 at pages 25 to 31 in the Office of the Sub-Registrar, Yelahanka
43.	<p>i) Unregistered Agreement to Sell dated 19.10.1994 executed by V. N. Sundar in favour of Jayappa Reddy &amp; C. R. Lokesh Reddy;</p> <p>ii) Unregistered Agreement to Sell dated 28.10.1995 executed by Jayappa Reddy &amp; C. R. Lokesh Reddy in favour of K. V. Jayaprakash;</p> <p>iii) Receipt dated 28.10.1995 issued by Jayappa Reddy &amp; C. R. Lokesh Reddy in favour of Mr. K.V. Jayaprakash; and</p> <p>Notarized Declaration dated 28.10.1995 issued by Jayappa Reddy &amp; C. R. Lokesh Reddy.</p>
44.	General Power of Attorney dated 24.10.1994 executed by G. Rathnavalli in favour of S. Rama Reddy, registered as document No. 302/1994-95, Book IV, SF 24 at pages 32 to 38 in the Office of the Sub-Registrar, Yelahanka.
45.	<p>i) Unregistered Agreement to Sell dated 29.10.1994 executed by G. Rathnavalli in favour of E. B. Vijaykumar and V. Subba Reddy;</p> <p>ii) Unregistered Agreement to Sell dated 28.10.1995 executed by of E. B. Vijaykumar and V. Subba Reddy in favour of K. V. Jayaprakash;</p> <p>iii) Receipt dated 28.10.1995 issued by E. B. Vijaykumar and V. Subba Reddy in favour of Mr. K.V. Jayaprakash; and</p>



	Notarized Declaration dated 28.10.1995 issued by E. B. Vijaykumar and V. Subba Reddy.
46.	General Power of Attorney dated 24.10.1994 executed by Shanta Raja Rao in favour of S. Rama Reddy, registered as document No. 303/1994-95, Book IV, SF 24 at pages 39 to 45 in the Office of the Sub-Registrar, Yelahanka.
47.	<p>i) Unregistered Agreement to Sell dated 29.10.1994 executed by Shanta Raja Rao in favour of R. Aswathanarayan and Suresh Jain;</p> <p>ii) Unregistered Agreement to Sell dated 28.10.1995 executed by of R. Aswathanarayan and Suresh Jain in favour of K. V. Jayaprakash;</p> <p>iii) Receipt dated 28.10.1995 issued by R. Aswathanarayan and Suresh Jain in favour of Mr. K.V. Jayaprakash; and</p> <p>Notarized Declaration dated 28.10.1995 issued by R. Aswathanarayan and Suresh Jain.</p>
48.	General Power of Attorney dated 24.10.1994 executed by Nirmala Rajashekar in favour of S. Rama Reddy, registered as document No. 304/1994-95, Book IV, SF 24 at pages 46 to 52 in the Office of the Sub-Registrar, Yelahanka.
49.	<p>i) Unregistered Agreement to Sell dated 29.10.1994 executed by Nirmala Rajashekar in favour of S. Srinivasa Raju and M. N. Narasimharaju;</p> <p>ii) Unregistered Agreement to Sell dated 28.10.1995 executed by S. Srinivasa Raju and M. N. Narasimharaju in favour of K. V. Jayaprakash;</p> <p>iii) Receipt dated 28.10.1995 issued by S. Srinivasa Raju and M. N. Narasimharaju in favour of Mr. K.V. Jayaprakash; and</p> <p>Notarized Declaration dated 28.10.1995 Issued by S. Srinivasa Raju and M. N. Narasimharaju.</p>
50.	General Power of Attorney dated 24.10.1994 executed by Vatsala Shivashankar in favour of S. Rama Reddy, registered as document No. 305/1994-95, Book IV, SF 24 at pages 53 to 59 in the Office of the Sub-Registrar, Yelahanka.
51.	i) Unregistered Agreement to Sell dated 29.10.1994 executed by Vatsala Shivashankar in favour of Manjula and S. Rama Reddy;



	<p>ii) Unregistered Agreement to Sell executed in the year 1995 Manjula and S. Rama Reddy in favour of K. V. Jayaprakash;</p> <p>iii) Receipt undated issued by Manjula and S. Rama Reddy in favour of Mr. K.V. Jayaprakash; and</p> <p>Declaration executed in 1995 issued by Manjula and S. Rama Reddy.</p>
52.	General Power of Attorney dated 24.10.1994 executed by Andal Shankar in favour of S. Rama Reddy, registered as document No. 306/1994-95, Book IV, SF 24 at pages 60 to 66 in the Office of the Sub-Registrar, Yelahanka.
53.	<p>i) Unregistered Agreement to Sell dated 29.10.1994 executed by Andal Shankar in favour of N. Subba Raju and S. K. Bhaskara Raju;</p> <p>ii) Unregistered Agreement to Sell dated 15.12.2000 executed by N. Subba Raju and S. K. Bhaskara Raju in favour of K. V. Jayaprakash;</p> <p>iii) Receipt dated 15.12.2000 issued by N. Subba Raju and S. K. Bhaskara Raju in favour of Mr. K.V. Jayaprakash; and</p> <p>Declaration dated 15.12.2000 issued by N. Subba Raju and S. K. Bhaskara Raju.</p>
54.	Special Notice dated 13 January 2003 bearing No ALN/SR(NA)/213/2002-03 issued by the office of the Deputy Commissioner, Bangalore in relation to land measuring 5 acres 10 guntas in Survey No 153;
55.	Official Memorandum bearing No. BDS.ALN.SR(SA)213/2002-03 dated 17.01.2003 issued by the Office of the Deputy Commissioner, Bangalore District with respect to Survey No. 153.
56.	Mutation Extract bearing M. R. No. 57/2003-04 issued by the Village Accountant, Bangalore North Taluk
57.	Death Certificate of V. N. Sundar issued by the Chief Registrar of Births and Deaths, Bangalore Mahanagara Palike.
58.	Karnataka Revision Settlement Akarbandh issued by Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore with respect to Survey No. 153



59.	Residential Layout Sanctioned plan of Survey No. 153 of Yelahanka Village, issued by President, Yelahanka Town Municipality.
60.	Agreement dated 20 October 2004, executed by Mr K V Jayaprakash assigning his rights in favour of Puravankara in relation to land measuring 9 acres 19 guntas in Survey Nos 152/1AB, 152/2AB, 152/3AB, 152/4AB, 152/5AB, 152/6AB, 152/7AB 152/10AB and 153;
61.	Supplemental Agreement dated 15 November 2004 executed by Mr K V Jayaprakash in favour of Puravankara in relation to land measuring 9 acres 19 guntas in Survey Nos 152/1AB, 152/2AB, 152/3AB, 152/4AB, 152/5AB, 152/6AB, 152/7AB 152/10AB and 153;
62.	Sale Deed dated 12.05.2005 executed by Mrs. Sabitha Sundar, Mr. V. S. Shanmugam, Mr. V. S. Surender, Mr. V. S. Gautam, Mrs. Andal Shankar, Mrs. Kavitha Vinoo Manuel and Mr. Siddarth Shankar in favour of K. V. Jayaprakash, registered on 21.05.2005 as document No. YAN-1-03168-2005-06, stored in C. D. No. YAND135 in the Office of the Senior Sub-Registrar, Yelahanka, Bangalore.
63.	Sale Deed dated 29 December 2005, registered as document No 9356/2005-06, stored in CD No YAND156 at the office of senior Sub-Registrar, Yelahanka, Bangalore executed by Standard Brick in favour of Mr K V Jayaprakash in relation to land measuring 8 acres 28 guntas in Survey Nos 152/1B, 152/2AB, 152/3AB, 152/4AB, 152/5AB, 152/6AB, 152/7AB 152/10AB
64.	Sale Deed dated 29.12.2005 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited represented by its joint managing director Mr. V.S. Surender as 'Vendor' in favour of Mr. K.V. Jayaprakash as 'Purchaser', registered as Document No. YAN-1-09360-2005-06 stored in CD No. YAND156 in the Office of Senior Sub-Registrar, Yelahanka, Bengaluru.
<b>DOCUMENTS PERTAINING TO SURVEY NO. 152/1A</b>	
65.	Settlement Deed dated 08.11.2019 executed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Settlor/First Party' in favour of his wife and children namely (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash as 'Beneficiary No. 1 / Second Party' (2) Mr. K.J. Sai Darshan as 'Beneficiary No. 2 / Third Party' (3) Master. K.J.



	Trishaan S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 3 / Fourth Party' (4) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 4 / Fifth Party' (5) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 5 / Sixth Party', registered on 30.11.2019 as Document No. GNR-1-03779-2019-20 stored in CD No. GNRD391 in the Office of Senior Sub-Registrar, Gandhinagar (Ganganagar), Bangalore.
66.	Power of Attorney (POA) dated 08.11.2019 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (3) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (5) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash in favour of Mr. K.V. Jayaprakash which has been registered on 30.11.2019 as Document No. GNR-4-00338-2019-20 stored in CD No. GNRD391 in the Office of Senior Sub-Registrar, Gandhinagar (Ganganagar), Bangalore.
<b>DOCUMENTS EXECUTED IN FAVOUR OF KRISHNA PRIYA ESTATES PRIVATE LIMITED</b>	
67.	Agreement for Sale without Possession dated 24.11.2022 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparthi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Vendors' states that they have agreed to convey the Item No. 1 Property along with Mr. K.V. Jayaprakash S/o K. Vishwanathalsh Shetty as 'Confirming Party' In favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' which has been registered on 02.12.2022 as Document No. HSR-1-02264-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore (Note: Item No. 1 Property has been part of the BBMP Khatha No. 516/820/4/152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153).
68.	Addendum dated 27.12.2022 to the Agreement for Sale dated 24.11.2022 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparthi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Vendors' who have agreed to convey the Item No. 1 Property along with Mr. K.V.



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	Jayaprakash S/o K. Vishwanathaiah Shetty as 'Confirming Party' in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' which has been registered on 29.12.2022 as Document No. HSR-1-02796-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.
69.	General Power of Attorney (GPA) dated 27.12.2022 executed by Mr. K.V. Jayaprakash in favour of Krishna Priya Estates Private Limited represented by its authorized signatory Mr. Seth Assardas Amarlal S/o late Seth Assard as 'Attorney Holder', registered on 29.12.2022 as Document No. HSR-4-00035-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.
70.	Sale Deed dated 09.01.2023 executed by (1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saidarshan as 'Vendors' in favour of Krishna Priya Estates Private Limited as 'Purchaser', registered on 22.02.2023 as Document No. HSR-1-03758-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
71.	Confirmation Deed dated 09.01.2023 executed by K. V. Jayaprakash in favour of Krishna Priya Estates Private Limited, registered on 23.02.2023 as Document No. HSR-1-03775-2022-23 stored in CD No. HSRD1234 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
72.	Sale Deed dated 31.07.2023 executed by K.J. Trishaan, Minor son of Mr. K.V. Jayaprakash, duly represented by his father and Natural guardian Mr. K.V. Jayaprakash, as 'Vendor, in favour of Krishna Priya Estates Private Limited as "Purchaser" registered as Document No. GNR-1-02860-2023-24 In the Office of the Sub Registrar, Ganganagara, Bangalore.
73.	Memorandum relating to Deposit of Title Deeds (MODT) dated 24.01.2013 executed by Mr. K.V. Jayaprakash in favour of State Bank of India, registered as Document No. GAN-1-03419-2012-13 stored in CD No. GAND148 in the Office of Senior Sub-Registrar, Gandhinagar, Bangalore. It provides that Item Nos. 2 & 3 Properties have been mortgaged by Mr. K.V. Jayaprakash as 'Depositor' on behalf of Coastal Projects



	Limited as 'Borrower' for adhoc cash credit limit fixed at Rs. 150,00,00,000/- (Rupees One Hundred Fifty Crores Only) in favour of State Bank of India.
74.	Reconveyance Deed dated 30.12.2022 executed by State Bank of India in favour of Mr. K.V. Jayaprakash, registered as Document No. HSR-1-02943-2022-23 stored in CD No. HSRD1200 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.
75.	Agreement for Sale without Possession dated 24.11.2022 executed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Vendor' along with (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparthi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Confirming Parties' in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' registered on 02.12.2022 as Document No. HSR-1-02263-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore (Note: Item No. 2 Property has been part of the BBMP Khatha No. 516/820/4/152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153).
76.	Addendum to Agreement for Sale dated 24.11.2022 executed on 03.12.2022 by K. V. Jayaprakash in favour of Krishna Priya Estates Private Limited (unregistered)
77.	Second Addendum dated 27.12.2022 to Agreement for Sale dated 24.11.2022 executed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Vendor' along with (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparthi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Confirming Parties' in favour of Krishna Priya Estates Private Limited represented by its Authorized Signatory Mr. Seth Assardas Amarlal S/o late Seth Assardas as 'Purchaser' which has been registered on 29.12.2022 as Document No. HSR-1-02795-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.



78.	General Power of Attorney (GPA) dated 27.12.2022 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Executants' in favour of Krishna Priya Estates Private Limited represented by its authorized signatory Mr. Seth Assardas Amarlal S/o late Seth Assardas as 'Attorney Holder', registered on 29.12.2022 as Document No. HSR-4-00034-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.
79.	Special Power of Attorney dated 31.05.2018 executed by Avnash Amarlal in favour of Alekh Prasad and Mahesh B. Asrani, registered as document No. SHV-4-00081-2018-19, stored in C. D. No. SHVD272 in the Office of the Sub-Registrar, Shivajinagar, Bangalore.
80.	Sale Deed dated 09.01.2023 executed by Mr. K.V. Jayaprakash as 'Vendor' in favour of Krishna Priya Estates Private Limited as 'Purchaser' and 1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saldarshan (5) Master. Trishaan represented by his natural guardian and father Mr. K.V. Jayaprakash as 'Confirming Parties' registered on 22.02.2023 as Document No. HSR-1-03756-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
81.	Confirmation Deed dated 09.01.2023 which has been registered on 23.02.2023 as Document No. HSR-1-03777-2022-23 stored in CD No. HSRD1234 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
82.	Sale Deed dated 09.01.2023 executed by Mr. K.V. Jayaprakash as 'Vendor' along with (1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saldarshan (5) Master. K.J. Trishaan rep. by his natural guardian and father Mr. K.V. Jayaprakash as 'Confirming Parties' in favour of Krishna Priya Estates Private Limited as 'Purchaser' registered on 22.02.2023 as Document No. HSR-1-03754-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
83.	Objections dated 30.01.2023 filed before the Deputy Commissioner of Stamps and District Registrar with respect to pending documents bearing Nos. P-3079/2022-23, P-3081/2022-23 and P-3089/2022-23.



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84.	Order dated 21.02.2023 passed in Case Nos. 45-A(1)/HES/01/2022-23 with respect to the pending Sale Deed bearing No. P-3079/2022-23 by the Deputy Commissioner of Stamps and District Registrar, Gandhinagar Registration District, Bangalore.
85.	Order dated 21.02.2023 passed in Case Nos. 45-A(1)/HES/02/2022-23 with respect to the pending Sale Deed bearing No. P-3081/2022-23 by the Deputy Commissioner of Stamps and District Registrar, Gandhinagar Registration District, Bangalore.
86.	Order dated 21.02.2023 passed in Case Nos. 45-A(1)/HES/03/2022-23 with respect to the pending Sale Deed bearing No. P-3089/2022-23 by the Deputy Commissioner of Stamps and District Registrar, Gandhinagar Registration District, Bangalore.
87.	Memorandum of Deposit of Title Deeds (MODT) dated 24.11.2022 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash as 'Mortgagors' have mortgaged their 4/5 <sup>th</sup> share out of the Item No. 1 Property in favour of Krishna Priya Estates Private Limited as 'Mortgagee', registered on 02.12.2022 as Document No. HSR-1-02261-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.
88.	Discharge Deed dated 09.01.2023, registered as Document No. HSR-1-02945-2022-23 stored in CD No. HSRD1200 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
89.	Sale Deed dated 11 May 2023 registered as document No BYP-1-01770/2023-24, stored in CD No BYPD1384 at the office of the Sub-Registrar, Byatarayanapura, Bangalore executed by Krishna Priya in favour of Micro Labs in relation to Survey Nos 152/1B, 152/2AB, 152/3AB, 152/4AB, 152/5AB, 152/6AB, 152/7AB 152/10AB and 153 measuring 4 acres 17.65 Guntas.
90.	Improvement Charges paid receipt dated 28.07.2023 and Khata Certificate bearing No. DA/W4/KTR/ 145/2023-24 and Khata Extract dated 08.08.2023 issued by Bruhat Bangalore Mahanagara Palike in the name of Krishna Priya Estates Private Limited.
91.	Public Notice dated 24.02.2023, issued by S T Prashantha Kumar, Fox Mandal & Associates LLP in Vijaya Karnataka newspaper;



92.	Public Notice 24.02.2023 issued by S T Prashantha Kumar, Fox Mandal & Associates LLP in Times of India newspaper;
93.	Objection dated 03.03.2023 from Mr H R Vishwanath, Advocate;
94.	Objection dated 06.03.2023 from Mr J Manjunatha Reddy and Mr B M Nagaraja, Advocates;
95.	Objection dated 06.03.2023 from Mr Sanjay Nair, Advocate;
96.	Public Notice dated 01.03.2023 issued by D L J & Associates, Advocates in Times Nation newspaper;

**DOCUMENTS PERTAINING TO LITIGATIONS**

<b>PART I - SUIT FILED FOR TITLE AND POSSESSION</b>	
97.	Judgement dated 11.04.1974 passed in OS No. 84/1970 filed by Sri Ramalingeswara Mutt of Harnahalli Village, Shimoga District by its Sarvathikari, Sri. K.M. Shivarudraiah S/o late Nanjundaradhya as 'Plaintiff' against (1) The State of Mysore by its Chief Secretary (2) Commissioner for Survey, Settlement and Land Records in Mysore Revenue Survey Officers, Bengaluru (3) The Divisional Commissioner In Mysore, (4) The Deputy Commissioner, Bengaluru (5) The Deputy Commissioner, Shimoga (6) Commissioner, Corporation of the City of Bengaluru, Bengaluru (7) Chairman, City Improvement Trust Board, Bengaluru (8) The Land Acquisition Officer, attached to the C.I.T.B, Bengaluru as 'Defendants' before the Court of the I Additional Civil Judge, Bengaluru
98.	Plaint dated 03.02.1997 and Order Sheet in O.S. No. 1151/1997 filed by Sri Ramalingeswara Mutt rep. by GPA Holder T.N. Sreekanta Shastry as 'Plaintiff' against (i) The State of Karnataka (ii) The Commissioner, Religious and Charitable Endowments (iii) Mr. V.M. Sundaraiah Mudaliar (iv) Mr. Allalassandra Ramareddy as 'Defendants' before the Court of the City Civil Judge at Bangalore



99.	Order dated 21.07.2004 passed in Mis. No. 95/2002 filed by Sri Ramalingeswara Mutt, Harnahally, Shimoga District by its Matadhipathi, Sri. Channaveera Shivacharya Swamiji represented by GPA Holder Mr. H. Channappa S/o Mr. Channabasappa as 'Petitioner' against (1) Government of Karnataka, Vidhana Soudha, Bengaluru represented by its Chief Secretary (2) The Muzaraj Officer, Office of Religious and Charitable Endowments in Karnataka, Bengaluru (3) Mr. V. Sundaram Mudaliar (4) Mr. Allasandra Rama Reddy as 'Respondents' before the Court of the XX Addl. City Civil Judge at Bengaluru
	<b><u>PART II - SUIT FILED FOR VIOLATION OF SECTION 79(A)(B) OF THE KARNATAKA LAND REFORMS ACT, 1961</u></b>
100.	Order dated 02.12.1991 passed in Case No. LRF: 68: 1990-91 filed by State Government as 'Plaintiff' against The Standard Brick and Tile Company as 'Defendant' before the Office of Assistant Commissioner, Bangalore
101.	Judgement dated 17.02.1997 passed in Appeal No. 118/1996 filed by Standard Bricks and Tiles Company, Yelahanka, Bangalore North Taluk by its Managing Director, Mr. V.N. Sundar as 'Appellant' against (1) State of Karnataka by its Secretary, Revenue Department, M.S. Building, Bangalore (2) The Special Deputy Commissioner, Bangalore District, Bangalore (3) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (4) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' before the Karnataka Appellate Tribunal, Bangalore
102.	Order passed in Review Petition No. 5/2005 by Karnataka Appellate Tribunal
103.	Order passed In Review Petition No. 1/2006 by Karnataka Appellate Tribunal
104.	Order dated 18.04.2007 passed in Writ Petitions bearing Nos. 3343/2007 C/w 3344/2007
105.	Common Order dated 23.10.2007 passed in Review Petition Nos. 5/2005 & 1/2006
106.	Order dated 20.03.2009 passed in Writ Petition No. 18811/2007 filed by (1) Standard Bricks and Tiles Company Private Limited, Yelahanka, Bangalore North



	Taluk, Bangalore by its Director Mr. V.S. Surender (2) Mr. K.V. Jayaprakash as 'Petitioners' against (1) State of Karnataka by its Chief Secretary, Department of Revenue, M.S. Building, Bangalore (2) Sri Chandramouleshwara Shivacharya Mahaswamigalu, Sarvadhikari & Matadhipati of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District (3) The Special Deputy Commissioner, Bangalore District, Bangalore (4) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (5) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' by the High Court of Karnataka
107.	Common order passed on 31.08.2009 by Karnataka Appellate Tribunal at Bengaluru in Review Petition Nos. 5/2005 & 1/2006
108.	Order dated 02.07.2014 passed in Writ Petition No. 31890/2009 filed between Sri Chandramouleshwara Shivacharya Mahaswamigalu, Matadhipati of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District as 'Petitioner' and (1) Standard Bricks and Tiles Co., Yelahanka, Bangalore North Taluk, Bangalore rep. by its Managing Director (2) The State of Karnataka rep. by its Chief Secretary, Revenue Department, M.S. Building, Bangalore (3) The Special Deputy Commissioner, Bangalore Urban, Bangalore (4) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' before the High Court of Karnataka at Bangalore
	<b><u>PART III - PROCEEDINGS INITIATED BY OFFICE OF THE ASSISTANT COMMISSIONER</u></b>
109.	Petition dated 04.10.2016 and Order dated 18.04.2017 passed in Writ Petition No. 52983/2016
110.	Judgement dated 01.06.2017 passed in Writ Appeal No. 3927/2017 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The State of Karnataka, Revenue Department represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahsaildar, Bangalore North Additional Yelahanka, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka, Bangalore (5) Mathadipathi of Ramalingeswara Mutt, Sri. Chandra



	Mouleshwara Shivacharya Mahaswamigalu @ Shivalingeshwara Shivacharya Mahaswamigalu as 'Respondents'
111.	Petition dated 05.07.2017 and Order dated 17.07.2017 passed in Writ Petition No. 29775/2017 & Writ Petition Nos. 30009-10/2017 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (i) The State of Karnataka, Revenue Department, represented by its Chief Secretary (ii) The Assistant Commissioner, Bangalore North Sub-Division (iii) The Special Tahasildar, Bangalore (iv) Standard Bricks & Tiles Company, Yelahanka (v) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi of Sri Ramalingeshwara Mutt, Haranahalli, Shivamogga District as 'Respondents' before the High Court of Karnataka at Bangalore
112.	Order dated 11.09.2017 passed in Writ Petition No. 40098/2017 & Writ Petition Nos. 40594-40595/2017 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi, Ramalingeshwara Mutt, Haranahalli, Shivamogga District (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents' before the High Court of Karnataka at Bangalore
113.	Judgement dated 01.07.2019 passed in Writ Appeal Nos. 5875-5877/2017 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi, Ramalingeshwara Mutt, Haranahalli, Shivamogga District (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents' before the High Court of Karnataka at Bangalore



114.	Order dated 08.03.2021 passed in Case No. RA (BNA)12/2015-16 filed by Sri Sha Bra Chandramouleshwara Shivacharya Mahaswamy, Matadhipathi of Ramalingeshwara Mutt, Harnahalli, Shivamogga District as 'Appellant' against (1) The Special Tahasildar, Bangalore North Addl. Yelahanka Taluk, Bangalore (2) Standard Bricks and Tiles Co., Yelahanka, Bangalore North Taluk, Bangalore (3) Mr. K.V. Jayaprakash by the Court of the Assistant Commissioner, Bangalore North Sub-Division, Bangalore
115.	Petition dated 03.04.2021 and Order dated 02.07.2021 passed in Writ Petition No. 7245/2021 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore North Additional Yelahanka, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Chandra Mouleshwara Shivacharya Mahaswamigalu @ Shivalingeshwara Shivacharya Mahaswamigalu (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents'
<b><u>PART IV - SUIT FILED FOR PERMANENT INJUNCTION</u></b>	
116.	Plaint dated 17.10.1995, Order Sheet and Order dated 07.06.2001 passed in OS No. 6999/1995 filed by (1) Mr. D. Shivanna S/o Mr. Durgaiiah (2) Mr. K. Papireddy S/o Mr. Rama Reddy as 'Plaintiffs' against (1) Mr. B.M. Sundaraiah Mudaliar, Yelahanka Tiles Factory, Yelahanka, Bengaluru North Taluk (2) Mr. Allalsandra Ramareddy (3) The Standard Bricks and Tile (Yelahanka) Private Limited, Yelahanka, Bengaluru North Taluk before the Court of the Additional City Civil Judge at Bangalore
117.	Miscellaneous Petition dated 05.08.2005 and Order Sheet in Misc. 469/2005 filed by Mr. Papi Reddy K as 'Petitioner' against (1) Mr. B.M. Sundaraiah Mudaliar (2) Mr. Allalsandra Rama Reddy (3) The Standard Bricks & Tile (Yelahanka) Private Limited (4) Mr. D. Shivanna as 'Respondents'
118.	Plaint dated 04.02.2005 and Order Sheet in Original Suit bearing No. 15374/2005 filed by (1) Mr. V.S. Shanmugam (2) Mr. V.S. Surender (3) Mr. V.S. Gautam as



	'Plaintiffs' against (1) Dalit Sangharsha Samithi (2) Mr. David (3) Mr. Nagaraja (4) Mr. K. Muniraju (5) Samatha Sainika Dhala (6) Mr. Keshava Murthy (7) The State of Karnataka, Revenue Department represented by its Secretary (8) The Special Deputy Commissioner, Bangalore Urban District (9) The Assistant Commissioner, Bangalore (10) The Tahasildar, Yelahanka, Bangalore North Taluk as 'Defendants' before the Court of the City Civil Judge at Bangalore
119.	Plaint dated 04.02.2005 and Order Sheet in Original Suit bearing No. 15375/2005 filed by Standard Bricks & Tiles (Yelahanka) Private Ltd as 'Plaintiff' against (1) Dalit Sangharsha Samithi (2) Mr. David (3) Mr. Nagaraja (4) Mr. K. Muniraju (5) Samatha Sainika Dhala (6) Mr. Keshava Murthy (7) The State of Karnataka, Revenue Department represented by its Secretary (8) The Special Deputy Commissioner, Bangalore Urban District (9) The Assistant Commissioner, Bangalore (10) The Tahasildar, Yelahanka, Bangalore North Taluk as 'Defendants' before the Court of the City Civil Judge at Bangalore
120.	Plaint dated 04.01.2005 and Judgement dated 22.11.2012 in Original Suit bearing No. 116/2005 filed by (1) Mr. H. Marappa (2) Mr. G. Guruswamy (3) Mr. David (4) Mr. Charles (5) Mr. M. Suresh as 'Plaintiffs' against (1) State of Karnataka, Revenue Department represented by its Secretary (2) The Deputy Commissioner, Bangalore Urban District (3) The Assistant Commissioner, Bangalore North Sub-Division (4) The Tahasildar, Bangalore North Taluk (Addl.), Yelahanka, Bangalore (5) Standard Bricks & Tiles, Yelahanka, Bangalore (6) Mr. K.V. Jayaprakash as 'Defendants'
121.	Appeal dated 08.01.2012 and its Judgement dated 10.09.2015 passed in RFA No. 101/2013 filed by (1) Mr. H. Marappa (2) Mr. G. Guruswamy (3) Mr. David (4) Mr. Charles (5) Mr. M. Suresh as 'Appellants' against (1) State of Karnataka, Revenue Department represented by its Secretary (2) The Deputy Commissioner, Bangalore Urban District (3) The Assistant Commissioner, Bangalore North Sub-Division (4) The Tahasildar, Bangalore North Taluk (Addl.), Yelahanka, Bangalore (5) Standard Bricks & Tiles, Yelahanka, Bangalore (6) Mr. K.V. Jayaprakash as 'Respondents' before the High Court of Karnataka at Bangalore
122.	Plaint dated 07.12.2009 and Judgement dated 02.08.2012 passed in Original Suit bearing No. 7810/2009 filed by Mr. K.V. Jayaprakash as 'Plaintiff' against (1)



	Dalith Sangharsh Samithi (Samyojaka) (2) Mr. H. Marappa (3) Mr. David (4) Mr. Nagaraja (5) Mr. K. Muniraju as 'Defendants'
123.	Appeal dated 23.08.2012 in RFA No. 1446/2012 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) Dalith Sangharsh Samithi (Samyojaka) (2) Mr. H. Marappa (3) Mr. David (4) Mr. Nagaraja (5) Mr. K. Muniraju as 'Respondents' before the High Court of Karnataka at Bangalore
124.	Plaint dated 24.05.2022 filed in Original Suit bearing No. 3312/2022 by Sri Chandramouleshwara Shivacharya Swamigalu, Matadipathi of Sri Ramalingeshwara Mutt, Haranahalli, Shivamoga Taluk & District, Now Camp at No. 92/10, 12 <sup>th</sup> C Main, 6 <sup>th</sup> Block, Rajajinagar, Bengaluru – 560010 as 'Plaintiff' against (1) Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty (2) Standard Bricks & Tiles Company Private Limited, Yelahanka, Bengaluru represented by its Director Mr. V.S. Surender (3) The Assistant General Manager, State Bank of India, Hyderabad, Telangana State as 'Defendants' before the Court of the City Civil Judge at Bengaluru and Order dated _____
<b><u>PART V - SUIT FILED FOR SPECIFIC PERFORMANCE OF THE CONTRACT</u></b>	
125.	Plaint dated 08.07.2005, Compromise Petition dated 20.08.2005 and Order Sheet in O.S. No. 5113/2005 filed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Setty as 'Plaintiff' against Standard Brick & Tile Co (Yelahanka) Private Limited rep. by its Joint Managing Director Mr. V.S. Surender as 'Defendant' before the Court of the City Civil Judge at Bangalore
126.	Award dated 05.05.2008 passed in Arbitration Case No. 1/2007 in the matter of dispute in CMP 55/2006 filed by M/s. Purvankara Projects Limited as 'Claimant' against Mr. K.V. Jayaprakash as 'Respondent' before the High Court of Karnataka
127.	Judgement dated 25.06.2016 passed in A.S. No. 34/2008 filed by M/s. Purvankara Projects Limited as 'Petitioner' against (1) Mr. K.V. Jayaprakash (2) Justice Prasad Rao as 'Respondents' before the Court of IX Addl. City Civil and Sessions Judge at Bangalore
128.	Judgement dated 29.06.2021 passed in M.F.A. No. 5370/2016 filed by M/s. Purvankara Projects Limited as 'Appellant' against (1) Mr. K.V. Jayaprakash as 'Respondent' before the High Court Karnataka at Bangalore



129.	Order dated 04.10.2021 passed in Special Leave Petition to Appeal No. 14288/2021 filed by M/s. Puravankara Projects Limited as 'Petitioner' against Mr. K.V. Jayaprakash as 'Respondent' before the Supreme Court of India states that this appeal has been raised out of impugned final judgement and Order dated 29.06.2021 in MFA No. 5370/2016 passed by the High Court of Karnataka at Bangalore
130.	Order dated 19.08.2022 & 25.01.2023 and Order Sheet in Commercial Execution No. 420/2021 filed by Puravankara Limited against Mr. K.V. Prakash before the Court of Commercial Court, Bangalore
131.	Commercial Appeal No. 35/2023 filed by M/s. Purvankara Limited against K. V. Jayaprakash before the High Court of Karnataka
	<b><u>PART VI – PROCEEDINGS BEFORE DEBTS RECOVERY TRIBUNAL - I, BANGALORE</u></b>
132.	Final Order dated 20.09.2022 passed in S.A. No. 384/2022 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The Chairman, State Bank of India, Mumbai (2) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (3) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (4) The Authorized Office and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad (5) Bagmane Developers Private Limited as 'Respondents' before the Debts Recovery Tribunal – I, Bangalore
133.	Memorandum of Appeal dated 27.10.2022 under Section 18 of the SARFAESI Act in R.A. (S.A) No. 50/2022 filed by Bagmane Developers Private Limited as 'Appellant' against (1) Mr. K.V. Jayaprakash (2) The Chairman, State Bank of India, Mumbai (3) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (4) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (5) The Authorized Officer and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad as 'Respondents' before the Debts Recovery Appellate Tribunal at Chennai
134.	Order dated 23.01.2023 passed in Writ Petition No. 25329/2022



135.	Memorandum of Appeal dated 11.10.2022 under Section 18 of the SARFAESI Act in R.A. (S.A) No. 384/2022 filed by (1) The Chairman, State Bank of India, Mumbai (2) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (3) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (4) The Authorized Officer and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad as 'Appellants' against (1) Mr. K.V. Jayaprakash (2) Bagmane Developers Private Limited as 'Respondents' before the Debts Recovery Appellate Tribunal at Chennai
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**RECORD OF RIGHTS, TENANCY AND CROPS (RTC)**

	Survey No.	Period
136.	152/1	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96
137.	152/2	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96
138.	152/3	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96
139.	152/3	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96
140.	152/4	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1992-93 to 1995-96
141.	152/5	1966-67 to 1970-71 1971-72 to 1975-76



		1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96
142.	152/6	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96
143.	152/7	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96
144.	152/10	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1992-93 to 1995-96 1997-98 to 1999-2000
145.	152/1A	1997-98 to 2000-01 2009-10 to 2019-20
146.	152/1B	1998-99 to 2001-02 2001-02 to 2022-23
147.	152/2A	1997-98 to 2000-01 2001-02 to 2022-23
148.	152/2B	1997-98 to 2000-01 2001-02 to 2022-23
149.	152/3A	1997-98 to 2000-01 2001-02 to 2022-23
150.	152/3B	1998-99 to 2001-02



		2001-02 to 2022-23
151.	152/4A	1997-98 to 2000-01 2001-02 to 2022-23
152.	152/4B	2001-02 to 2022-23
153.	152/5A	1997-98 to 2000-01 2001-02 to 2022-23
154.	152/5B	1997-98 to 2000-01 2001-02 to 2022-23
155.	152/6A	1997-98 to 2000-01 2001-02 to 2022-23
156.	152/6B	1998-99 to 2001-02 2001-02 to 2022-23
157.	152/7A	1997-98 to 2000-01 2001-02 to 2013-14 2015-16 to 2022-23
158.	152/7B	1998-99 to 2001-02 2001-02 to 2022-23
159.	152/10A	1997-98 to 2000-01 2001-02 to 2022-23
160.	152/10B	1998-99 to 2001-02 2001-02 to 2022-23
161.	153	2001-02 to 2017-18 2018-19 to 2022-23
<b>ANCILLIARY DOCUMENTS</b>		
162.	Katha Certificate dated 04.07.2009 issued by Bruhat Bangalore Mahanagara Palike in the name of K. V. Jayaprakash pertaining to Katha Nos. 4/152/1A, B, 2A, B, 3A, B, 4A, B, 5A, B, 6/A, B, 7/A,B, 10A,B & 153.	



163.	Property Register Extract for the period 2008-2009 issued by Bruhat Bangalore Mahanagara Palike dated 13.07.2009 in the name of K. V. Jayaprakash pertaining to Katha Nos. 4/152/1A, B, 2A, B, 3A, B, 4A, B, 5A, B, 6/A, B, 7/A,B, 10A,B & 153 measuring 14 Acres 26 Guntas.
164.	Tax Paid Receipt dated 03.11.2009 for the period 2008-09 and 2009-10 paid to Bruhat Bangalore Mahanagara Palike in the name of K. V. Jayaprakash
165.	Tax Paid Receipt dated 26.05.2020 for the period 2020-21 paid to Bruhat Bangalore Mahanagara Palike in the name of K. V. Jayaprakash
166.	Tax Paid Receipt dated 18.01.2023 for the period 2022-23 paid to Bruhat Bangalore Mahanagara Palike in the name of K. V. Jayaprakash.
167.	Endorsement dated 05.03.1997 bearing No. L.R.F. 285/96-97 issued by the Office of Special Tahasildar, Bangalore Taluk (Addl), Bangalore
168.	Endorsement dated 28.07.2004 bearing No. BDA: SLAO: A4: PR: 251: 2004-05 issued by the Special Land Acquisition Officer, Bengaluru Development Authority, Bengaluru
169.	Endorsement bearing No. BDA(LAO)516/2023-24 dated 06.09.2023 issued by the Assistant Commissioner, Land Acquisition, Bangalore Development Authority, Bengaluru.
170.	Endorsement bearing No. KHB/LAO/Yelahanka/(152&others)/2023-24 dated 19.09.2023 issued by Special Land Acquisition Officer, Karnataka Housing Board, Bangalore.
171.	Endorsement bearing No. Bangalore/SLAO-2/1653/2023-24 dated 28.08.2023 issued by Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board, Bangalore.
172.	Endorsement bearing No. LAQ/NH-44 (Old No. 07)/C.R./29/2023-24 dated 12.09.2023 issued by Special Land Acquisition Officer, National Highway Authority of India, Bangalore.



173.	Endorsement bearing No. BMRCL/155/RTI/2023-225 dated 19.09.2023 issued by Public Information Officer, Bangalore Metro Rail Corporation Limited.
<b>Encumbrance Certificates</b>	
174.	Encumbrance Certificate for Survey No. 152/1 for the period from a) 01.04.1943 to 31.03.1989 (measuring 35 Guntas) b) 01.04.1960 to 31.05.1989 (measuring 35 Guntas) c) 04.03.1997 to 23.11.2000 (measuring 34 Guntas) d) 01.11.2000 to 27.12.2002 (measuring 34 Guntas) e) 01.04.2002 to 13.11.2003 (measuring 34 Guntas) f) 01.04.2003 to 31.03.2005 (measuring 34 Guntas)
175.	Encumbrance Certificate for Survey No. 152/2 measuring 2 Acres 3 Guntas for the period from a) 01.04.1950 to 31.03.1989 b) 01.04.1960 to 31.05.1989 c) 01.06.1989 to 03.03.1997 d) 01.04.2000 to 13.11.2003 e) 01.04.2003 to 31.03.2005
176.	Encumbrance Certificate for Survey No. 152/3 measuring 21 Guntas for the period from a) 01.04.1950 to 31.03.1989 b) 01.04.1960 to 31.05.1989 c) 01.06.1989 to 03.03.1997 d) 04.03.1997 to 23.11.2000 e) 01.11.2000 to 27.12.2002 f) 01.04.2002 to 13.11.2003 g) 01.04.2003 to 31.03.2005
177.	Encumbrance Certificate for Survey No. 152/4 measuring 22 Guntas for the period from a) 01.04.1950 to 31.03.1989 b) 01.04.1960 to 31.05.1989



	<p>c) 01.06.1989 to 04.03.1997  d) 04.03.1997 to 23.11.2000  e) 01.11.2000 to 27.12.2002  f) 01.04.2000 to 13.11.2003  g) 01.04.2003 to 31.03.2005</p>
178.	<p>Encumbrance Certificate for Survey No. 152/5 measuring 1 Acre 3 Guntas for the period from</p> <p>a) 01.04.1950 to 31.03.1989  b) 01.04.1960 to 31.05.1989  c) 01.06.1989 to 03.03.1997  d) 04.03.1997 to 23.11.2000  e) 01.11.2000 to 27.12.2002  f) 01.09.2000 to 13.11.2003  g) 01.04.2003 to 31.03.2005</p>
179.	<p>Encumbrance Certificate for Survey No. 152/6 for the period from</p> <p>a) 01.04.1942 to 31.03.1989 (1 Acre 14 Guntas)  b) 01.04.1960 to 31.05.1989 (1 Acre 14 Guntas)  c) 01.06.1989 to 03.03.1997 (1 Acre 23 Guntas)  d) 04.03.1997 to 23.11.2000 (1 Acre 23 Guntas)  e) 01.11.2000 to 27.12.2002 (1 Acre 23 Guntas)  f) 01.04.2000 to 13.11.2003 (1 Acre 23 Guntas)  g) 01.04.2003 to 31.03.2005 (1 Acre 23 Guntas)</p>
180.	<p>Encumbrance Certificate for Survey No. 152/7 for the period from</p> <p>a) 01.04.1931 to 31.05.1989 (measuring 1 Acre 24 Guntas)  b) 01.06.1989 to 04.03.1997 (measuring 1 Acre 25 Guntas)  c) 04.03.1997 to 23.11.2000 (measuring 1 Acre 25 Guntas)  d) 01.11.2000 to 27.12.2002 (measuring 1 Acre 25 Guntas)  e) 01.04.2000 to 13.11.2003 (measuring 1 Acre 25 Guntas)  f) 01.04.2003 to 31.03.2005 (measuring 1 Acre 25 Guntas)</p>



181.	Encumbrance Certificate for Survey No. 152/10 measuring 1 Acre 5 Guntas for the period from a) 01.04.1943 to 31.03.1989 b) 01.06.1989 to 14.11.1990 c) 01.06.1989 to 04.03.1997 d) 01.03.1997 to 27.12.2002 e) 01.03.1997 to 13.11.2003 f) 01.04.2003 to 31.03.2005
182.	Encumbrance Certificate for Survey No. 153 measuring 5 Acres 36 Guntas for the period from a) 01.06.1960 to 31.05.1989 b) 01.06.1989 to 31.03.2004 c) 01.04.2004 to 28.12.2022 d) 01.04.2004 to 30.01.2023
183.	Encumbrance certificate for the period from 01.04.2004 to 28.12.2022 with respect to land bearing Survey Nos. 152/1A admeasuring 28 Guntas
184.	Encumbrance Certificates for the period with respect to Survey No. 152/1A,1B to 152/7A,7B and 152/10A, 10B for the period from a) 01.04.1994 to 31.03.2004 b) 01.04.2004 to 28.12.2022 c) 01.04.2004 to 26.06.2023
185.	Encumbrance Certificates for the period from 01.06.1994 to 31.03.2004 and from 01.04.2004 to 22.09.2023 with respect to Site Nos. 1 to 54 formed in Survey No. 152/1 to 7 and 152/10 of Yelahanka Village.
186.	Encumbrance Certificates for the period from 01.01.1995 to 31.03.2004 and from 01.04.2004 to 29.08.2023 with respect to Site Nos. 1 to 28 formed in Survey No. 153 of Yelahanka Village.



	<b><u>Joint Development Agreement ('JDA') &amp; Irrevocable General Power of Attorney ('Irrevocable GPA')</u></b>
187.	JDA dated 16.11.2023 executed by Krishna Priya Estates Private Limited ('Owner No. 1'), represented by its Director Mr. Avnash Amarlal and presented by his Special Power of Attorney Holder Mr. Mahesh B. Asrani and Micro Labs Limited ('Owner No. 2") in favour of Brigade Enterprises Limited, represented by its Managing Director Ms. Pavithra Shankar (presented by her constituted Attorney Mr. Udaya Kumar A), registered as document No. YAN-1-10195-2023-24 in the Office of the Sub-Registrar, Yelahanka, Bangalore.
188.	Irrevocable GPA dated 16.11.2023 executed by Krishna Priya Estates Private Limited ('Owner No. 1'), represented by its Director Mr. Avnash Amarlal and presented by his Special Power of Attorney Holder Mr. Mahesh B. Asrani and Micro Labs Limited ('Owner No. 2") in favour of Brigade Enterprises Limited, represented by its Managing Director Ms. Pavithra Shankar (presented by her constituted Attorney Mr. Udaya Kumar A), registered as document No. BNG(U)YLNK 440/2023-24 in the Office of the Sub-Registrar, Yelahanka, Bangalore.

### III. TRACING OF TITLE

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

1. It is observed from the Village Map of Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk that the land bearing Survey Nos. 152 & 153 exists in the said village.
2. Then, it is learnt from the revenue document of Record of Rights, Tenancy and Crops that the land bearing Survey No. 152 has been bifurcated into sub-numbers.



**Title flow with respect to the Schedule property is as follows:**

**Survey No. 152/1 measuring 34 Guntas**

3. It is observed that Mrs. Veeramma acquired the land bearing Survey No. 152/1 measuring 34 Guntas situated at Yelahanka Village, Bengaluru North Taluk ('Survey No. 152/1') vide Sale Deed dated 24.06.1939 which has been registered as Document No. 4335/1939-40 at pages 22 – 27 in Volume 474 of Book I in the Office of Sub-Registrar, Bengaluru Taluk. (Reference drawn from Sale Deed dated 29.12.2005).
4. Then, Mrs. Veeramma conveyed 'Survey No. 152/1' in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited vide Sale Deed dated 08.11.1943 which has been registered as Document No. 2264/1943-44 at pages 137 – 139 in Volume 663 of Book I in the Office of Sub-Registrar, Bengaluru Taluk (Note: The extent of Survey No. 152/1 has been mentioned as 35 Guntas).

**Survey No. 152/2 measuring 2 Acres 3 Guntas**

5. Mr. Eranna S/o Bhadranna has conveyed the land bearing Survey No. 152/2 measuring 2 Acres 3 Guntas in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited as 'Purchaser' vide Sale Deed dated 20.09.1950 which has been registered as Document No. 3966/1950-51 at pages 160 to 162 in Volume 1164 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk.

**Survey No. 152/3 measuring 21 Guntas**

6. Mr. K Bachappa S/o Kempanna has conveyed the land bearing Survey No. 152/3 measuring 21 Guntas in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited as 'Purchaser' vide Sale Deed dated 23.06.1950 which has been registered as Document No. 1942/1950-51 at pages 224 to 231 in Volume 1139 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk.



**Survey No. 152/4 measuring 22 Guntas and Survey No. 152/5 measuring 1 Acre 3 Guntas**

7. Mrs. Nagamma has conveyed the land bearing Survey No. 152/4 measuring 22 Guntas and land bearing Survey No. 152/5 measuring 1 Acre 3 Guntas in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited as 'Purchaser' vide Sale Deed dated 23.06.1950 which has been registered as Document No. 1943/1950-51 at pages 130 to 132 in Volume 1140 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk.

**Survey No. 152/6 measuring 1 Acre 23 Guntas**

8. Mr. Hanumantarayappa S/o Achhe Gowda has conveyed the land bearing Survey No. 152/6 measuring 1 Acre 14 Guntas in favour of The Standard Brick and Tile Company (Yelahanka) Private Limited as 'Purchaser' vide Sale Deed dated 22.06.1942 which has been registered as Document No. 4355/1941-42 at pages 54 to 56 in Volume 592 of Book I in the Office of Sub-Registrar, Yelahanka, Bangalore Taluk (Note: The total extent of Survey No. 152/6 is 1 Acre 23 Guntas).

**Survey No. 152/7 measuring 1 Acre 25 Guntas and Survey No. 152/10 measuring 1 Acre 5 Guntas**

9. The title deeds pertaining to these lands have not been traced and having been in continuous possession and enjoyment of The Standard Brick and Tile Company (Yelahanka) Private Limited as reflected by the revenue and survey records. And The Standard Brick and Tile Company (Yelahanka) Private Limited has got valid and possessory title over the aforementioned lands.

**Common Title Flow with respect to Survey Nos. 152/1 to 152/7 and 152/10**

10. The Standard Brick and Tile Company (Yelahanka) Private Limited being the absolute owner of the aforesaid property, has got the following extents converted from agricultural purposes to non-agricultural industrial purposes vide Conversion Certificate



dated 26.09.1964 bearing No. ALN 256/61-62 issued by the Office of Tahasildar, Bangalore North Taluk, Bangalore:

- i. An extent of 6 Guntas in Survey No. 152/1 (later assigned with Survey No. 152/1B)
- ii. An extent of 4 Guntas in Survey No. 152/2 (later assigned with Survey No. 152/2B)
- iii. An extent of 4 Guntas in Survey No. 152/3 (later assigned with Survey No. 152/3B)
- iv. An extent of 4 Guntas in Survey No. 152/4 (later assigned with Survey No. 152/4B)
- v. An extent of 4 Guntas in Survey No. 152/5 (later assigned with Survey No. 152/5B)
- vi. An extent of 4 Guntas in Survey No. 152/6 (later assigned with Survey No. 152/6B)
- vii. An extent of 4 Guntas in Survey No. 152/7 (later assigned with Survey No. 152/7B)
- viii. An extent of 4 Guntas in Survey No. 152/10 (later assigned with Survey No. 152/10B)

In total, an extent of 34 Guntas has been converted for industrial purposes.

11. Hissa Survey Records issued by the Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore provides that the land bearing Survey Nos. 152/1 to 152/7 and 152/10 owned by The Standard Brick and Tile Company (Yelahanka) Private Limited has been bifurcated into sub-numbers:

- i. Survey No. 152/1A measuring 28 Guntas
- ii. Survey No. 152/1B measuring 6 Guntas
- iii. Survey No. 152/2A measuring 1 Acre 39 Guntas
- iv. Survey No. 152/2B measuring 4 Guntas
- v. Survey No. 152/3A measuring 17 Guntas
- vi. Survey No. 152/3B measuring 4 Guntas
- vii. Survey No. 152/4A measuring 18 Guntas
- viii. Survey No. 152/4B measuring 4 Guntas
- ix. Survey No. 152/5A measuring 39 Guntas
- x. Survey No. 152/5B measuring 4 Guntas



- xi. Survey No. 152/6A measuring 1 Acre 19 Guntas
- xii. Survey No. 152/6B measuring 4 Guntas
  
- xiii. Survey No. 152/7A measuring 1 Acre 21 Guntas
- xiv. Survey No. 152/7B measuring 4 Guntas
  
- xv. Survey No. 152/10A measuring 1 Acre 1 Gunta
- xvi. Survey No. 152/10B measuring 4 Guntas

Further, the said bifurcation has been mutated in the revenue document of MR No. 1/1995-96 issued by the Office of Village Accountant, Yelahanka. Furthermore, it is to be observed that land bearing Survey Nos. 152/1B, 152/2B, 152/3B, 152/4B, 152/5B, 152/6B, 152/7B and 152/10B totally measuring 34 Guntas, has been converted for non-agricultural industrial purposes vide Conversion Certificate dated 26.09.1964 bearing No. ALN 256/61-62 issued by the Office of Tahasildar, Bangalore North Taluk, Bangalore which is mentioned above. And Hudbusth Sketch reveals the topographical shape of the bifurcated lands.

12. The Karnataka Revision Settlement Akarbandh issued by Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore with respect to Survey No. 152/1A, B to 7A, B and 152/10A, B records the measurements of the said Survey Nos as follows:

Sl. No.	Survey No.	Acre	Guntas	Kharab
1.	152/1A	0	28	
2.	152/1B			06
3.	152/2A	1	39	
4.	152/2B			04
5.	152/3A	0	17	
6.	152/3B			04
7.	152/4A	0	18	
8.	152/4B			04



9.	152/5A	0	39	
10.	152/5B			04
11.	152/6A	1	19	
12.	152/6B			04
13.	152/7A	1	21	
14.	152/7B			04
15.	152/10A	1	01	
16.	152/10B			04

13. Hereinafter, land bearing Survey Nos. 152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B situated at Yelahanka Village, Yelahanka Hobli, Bangalore North (Addl) Taluk, Bangalore admeasuring 9 Acres 16 Guntas will be collectively referred to as 'Survey No. 152 series'.

**ORDER UNDER THE PROVISIONS OF URBAN LAND CEILING ACT, 1976**

14. Order dated 16.05.1988 passed in Case No. ULC (12) Misc. 276/87-88 in the Court of the Special Deputy Commissioner, Urban Land Ceiling, Bengaluru states that M/s. Standard Bricks and Tiles Company (P) Ltd as declarant had applied for declaration under Section 6(1) of the Urban Land Ceiling Act, 1976 ('Act') in respect of the following land parcels situated at Yelahanka Village, Bengaluru North Taluk:

- i. land bearing Survey No. 152/1 measuring 34 Guntas
- ii. land bearing Survey No. 152/2 measuring 2 Acres 3 Guntas
- iii. land bearing Survey No. 152/3 measuring 21 Guntas
- iv. land bearing Survey No. 152/4 measuring 22 Guntas
- v. land bearing Survey No. 152/5 measuring 1 Acre 3 Guntas
- vi. land bearing Survey No. 152/6 measuring 1 Acre 23 Guntas
- vii. land bearing Survey No. 152/7 measuring 1 Acre 21 Guntas
- viii. land bearing Survey No. 152/10 measuring 1 Acre 5 Guntas
- ix. inter-alia other seven (7) survey numbers



As the same had been purchased through sale deed. Upon verification of the statement and the enquiry conducted as contemplated under Section 8(1) of the Act revealed that

- i. An extent of 6 Guntas out of Survey No. 152/1 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 4 residential structures on the land each measuring 240 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- ii. An extent of 4 Guntas out of Survey No. 152/2 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 9 residential structures on the land each measuring 720 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- iii. An extent of 4 Guntas out of Survey No. 152/3 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 3 residential structures on the land each measuring 210 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- iv. An extent of 4 Guntas out of Survey No. 152/4 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 4 residential structures on the land each measuring 240 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- v. An extent of 4 Guntas out of Survey No. 152/5 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 5 residential structures on the land each measuring 340 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land as per Section 2 (g) of the 'Act'.



- vi. An extent of 4 Guntas out of Survey No. 152/6 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 9 residential structures on the land each measuring 720 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- vii. An extent of 4 Guntas out of Survey No. 152/7 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 8 residential structures on the land each measuring 405 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- viii. An extent of 4 Guntas out of Survey No. 152/10 has been converted for residential purposes. The report of the surveyor and joint inspection conducted reveals that there are 6 residential structures on the land each measuring 350 sq. mtrs constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this land as per Section 2 (g) of the 'Act'.
- ix. Inter-alia other seven (7) survey numbers.

In total, the declarant does not hold any vacant land in excess of the ceiling limit.

Hence, in the circumstances mentioned above, declaration filed by M/s. Standard Bricks & Tiles (P) Ltd has been ordered to be closed as they do not hold any vacant land in excess of the ceiling limit and also no further action under section 8, 9, 10 or 11 of the Act is necessary. Further, an endorsement dated 16.05.1988 has been issued by the foregoing authority in view of the order passed in Case No. ULC (12) MISC. 276/87-88 to Mr. S.V. Sundar, Managing Director of M/s. Standard Bricks and Tiles Company (P) Ltd.

15. Order dated 16.05.1988 in Case No. ULC (12) Misc. 275/87-88 in the Court of the Special Deputy Commissioner, Urban Land Ceiling, Bengaluru states that (1) Mrs. Nirmala Rajasekhara (2) Mrs. G. Ratnavalli (3) Mrs. Andal Shankar & others as declarants had applied for declaration under Section 6(1) of the Urban Land Ceiling Act, 1976 ('Act') in



respect of the land bearing Survey No. 153 measuring 5 Acres 36 Guntas situated at Yelahanka Village, Bengaluru North Taluk. Further, the declarant has stated in an affidavit as hereunder:

- i. That the land bearing Survey No. 153 measuring 5 Acres 36 Guntas has been purchased under Sale Deed dated 15.01.1954, registered as Document No. 6511/1953-54.
- ii. Survey No. 153 measures an extent of 5 Acres 30 Guntas or 23,872 square meters. Out of this land, an extent of 6 Guntas is phut kharab and balance is 5 Acres 30 Guntas. The report of the surveyor and the joint inspection conducted by the foregoing authority reveals that there are 25 residential structures on the land each measuring 2012 square meters constructed prior to the commencement of the Act. By allowing land appurtenant to the structures there is no excess vacant land in this survey number as per 2(g) of the Urban Land Ceiling Act, 1976.

In total, the declarants do not hold any vacant land more than the ceiling limit.

Hence, in the circumstances mentioned above, declaration filed by Mrs. Nirmala Rajasekhara & others has been ordered to be closed as they do not hold any vacant land in excess of the ceiling limit and also no further action under sections 8, 9, 10 or 11 of the Act is necessary. Further, an endorsement dated 16.05.1988 has been issued by the foregoing authority in view of the order passed in Case No. ULC (12) MISC. 275/87-88 to Mrs. Nirmala Rajasekhara.

16. Thereafter, The Standard Brick and Tile Company (Yelahanka) Private Limited as 'Vendor' agreed to convey all that piece and parcel of undivided interest of land totally measuring 9 Acres 16 Guntas in 'Survey No. 152 series' in various bits and pieces, each measuring 18 Guntas in favour of the purchasers as per various Unregistered Agreements to Sell dated 19.12.1994 wherein entire sale consideration has been paid by the purchasers to the vendor (details of the agreement have been mentioned in the table below). Further, the foregoing agreement states that the vendor has executed a General Power of Attorney in favour of the purchasers to effectually represent it in putting through the



transactions in favour of their nominee or nominees (Note: We sought for the said General Power of Attorney and we have been informed that the same is not available).

- .17. Further, the said agreement holders have attorned their rights derived under various unregistered Agreements to Sell dated 19.12.1994 in favour of their nominee Mr. K.V. Jayaprakash under the Unregistered Agreement dated 28.10.1995, under which vacant possession of the portions of land in **Survey No. 152 series** had been delivered to Mr. K.V. Jayaprakash. Furthermore, the said agreement holders have provided (i) Receipt dated 28.10.1995 and 15.12.2000 (ii) Declaration dated 28.10.1995 and 15.12.2000 stating that the entire sale consideration has been received from Mr. K.V. Jayaprakash and the vacant possession of the portions of land in **Survey No. 152 series** has been handed over to Mr. K.V. Jayaprakash respectively and the agreement holders ceased to have any rights, title and interest in **Survey No. 152 Series**.

Serial No.	Unregistered Agreement to Sell dated 19.12.1994 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited in favour of	Agreement executed by agreement holders in favour of Mr. K.V. Jayaprakash dated	Receipt issued by agreement holders in favour of Mr. K.V. Jayaprakash dated	Notarized Declaration by agreement holders dated	Extents (in Guntas)



1.	Mr. S. Venkataraju	28.10.1995	28.10.1995	28.10.1995	18
2.	Mr. S. Srinivasa Raju	28.10.1995	28.10.1995	28.10.1995	18
3.	Mr. M.N. Narasimharaju	28.10.1995	28.10.1995	28.10.1995	18
4.	Mrs. Manjula	28.10.1995	28.10.1995	28.10.1995	18
5.	Mr. Jayappa Reddy	28.10.1995	28.10.1995	28.10.1995	18
6.	Mr. M. Sreeramalu	28.10.1995	28.10.1995	28.10.1995	18
7.	Mr. Suresh Jain	28.10.1995	28.10.1995	28.10.1995	18
8.	Mr. C.R. Lokesh Reddy	28.10.1995	28.10.1995	28.10.1995	18
9.	Mr. N. Subba Raju	15.12.2000	15.12.2000	15.12.2000	18
10.	Mr. S.K. Bhaskara Raju	15.12.2000	15.12.2000	15.12.2000	18
11.	Mr. E. Venkatesh	28.10.1995	28.10.1995	28.10.1995	18
12.	Mr. E.B. Vijayakumar	28.10.1995 (along with Mr. E. Venkatesh)	28.10.1995 (along with Mr. E. Venkatesh)	28.10.1995 (along with Mr. E. Venkatesh)	18
13.	Mr. Puttabasanna	28.10.1995	28.10.1995	28.10.1995	18
14.	Mr. R. Ashwathnarayan S/o late Ramashamaiah	28.10.1995 (along with Mr. Puttabasanna)	28.10.1995 (along with Mr. Puttabasanna)	28.10.1995 (along with Mr. Puttabasanna)	18



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15.	Mr. V. Subba Reddy	28.10.1995	28.10.1995	28.10.1995	18
16.	Mr. B. Anil Kumar	28.10.1995 (along with Mr. V. Subba Reddy)	28.10.1995 (along with Mr. V. Subba Reddy)	28.10.1995 (along with Mr. V. Subba Reddy)	18
17.	Mr. S. Rama Reddy	28.10.1995	28.10.1995	28.10.1995	18
18.	Mr. R. Jagadeesha Reddy	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	18
19.	Mr. R. Harinath	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	18
20.	Mr. B.P. Mahesh	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	28.10.1995 (along with Mr. S. Rama Reddy & 3 others)	18
<b>TOTAL</b>					<b>09 Acres</b>

**Note:**

- i. The total extent covered under the aforelisted Agreements comes upto 09 Acres, there is no document for remaining 16 Guntas (it is pertinent to note that the



- Standard Brick and Tile Company (Yelahanka) Private Limited directly conveyed Survey No. 152 Series (to the extent of 9 Acres) in favour K. V Jayaprakash).
- ii. Unregistered Agreement to Sell dated 19.12.1994 provides that The Standard Brick and Tile Company (Yelahanka) Private Limited has executed General Power of Attorney in favour of the purchasers and however we have been informed by Krishnapriya Estates Private Limited that the same is not available. However, it is pertinent to note that the Standard Brick and Tile Company (Yelahanka) Private Limited directly conveyed the Survey No. 152 Series (to an extent of 9 Acres) in favour of K. V Jayaprakash. Hence the General Powers of Attorney executed in favour of the purchasers under the Agreement for Sale have become infructuous. Accordingly, their production has been dispensed herewith.
  - iii. Unregistered Agreement dated 28.10.1995 provides that The Standard Brick and Tile Company (Yelahanka) Private Limited has executed General Power of Attorney in favour of Mr. K.V. Jayaprakash and on requisition of the said document, we have been informed by Krishnapriya Enterprises Pvt. Ltd that the same is not available. (Upon our query to Mr. K. V. Jayaprakash, there is no such General Power of Attorney got executed in his favour and the same was inadvertently stated in the Agreement for Sale. Further it is pertinent to note that the Standard Brick and Tile Company (Yelahanka) Private Limited directly conveyed the Sy. No. 152 Series (to the extent of 9 cces) in favour K. V Jayaprakash.)
  - iv. Mr. K.V. Jayaprakash has not signed on the Agreement dated 28.10.1995 executed by the agreement holders. (This is one of the prevalent market practices during that time and the same does not warrant any further clarifications as the Company has conveyed the Survey No. 152 Series in favour of K V Jayaprakash directly)
18. The Standard Brick and Tile Company (Yelahanka) Private Limited represented by its Managing Director Mr. V.N. Sundar granted power in favour of Mr. E.B. Vijayakumar S/o Mr. Erappa to enter into any agreement of sale and to sell '**Survey No. 152 series**' in favour of prospective purchaser/s along with other powers as enumerated therein vide General Power of Attorney dated 19.12.1994 which has been registered on 28.12.1994 as Document No. 443/1994-95 at pages 184 – 187 in Volume SF 26 of Book IV in the Office of Sub-Registrar, Yelahanka.



19. The Secretary, Yelahanka Municipal Corporation has issued a Demand Notice dated 12.06.1995 issued to Standard Brick and Tile Company (Yelahanka) Private Limited seeking payment of development charges with respect to Survey Nos. 152/1 to 7 and 152/10 and Letter dated 12.09.1995 intimating the owner to remit the betterment charges to the Yelahanka Municipal Corporation and get the Katha transferred.
20. The Standard Bricks and Tiles Private Limited represented by its GPA Holder Mr. E.B. Vijayakumar has applied before the Office of Deputy Commissioner, Bengaluru for the conversion of the land bearing Survey Nos. 152/1A, 152/2A, 152/3A, 152/4A, 152/5A, 152/6A, 152/7A & 152/10A admeasuring 8 Acres 22 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North (Addl) Taluk, Bengaluru from agricultural purposes to non-agricultural residential purposes. Upon considering the application, an intimation letter dated 13.01.2003 has been issued by the foregoing authority for payment of conversion fees amounting to Rs. 6,15,988/- (Rupees Six Lakhs Fifteen Thousand Nine Hundred Eighty-Eight Only) and in furtherance to the same, payment of fees has been made by way of cash deposit to the Treasury, Bengaluru North on 14.01.2003. Based on the payment of conversion fees, the land has been converted from agricultural purposes to non-agricultural residential purposes vide Official Memorandum dated 17.01.2003 bearing No. BDS.ALN.SR (NA) 214:2002-03 issued by the Office of Deputy Commissioner, Bengaluru. Further, the said conversion has been mutated in the Mutation Register No. 70/2003-2004 issued by the Office of Village Accountant, Bengaluru North Taluk.
21. Thus Mr. Mr. K.V. Jayaprakash became the Agreement Holder with respect to the lands in **Survey No. 152 series**, totally measuring 09 Acres 16 Guntas by virtue of various Agreements, which are in the nature of Assignment Agreements as discussed above.
22. We have been provided with a Residential Layout Sanctioned plan of Survey No. 152/1 to 7 and 152/10 of Yelahanka Village, issued by President, Yelahanka Town Municipality and it is observed that this plan has been taken to develop 54 sites in the said property. We have been informed by K. V. Jayaprakash that they have not developed the property and have not acted upon on the sanction accorded. Further we have perused the



Encumbrance Certificates for the sites bearing No. 1 to 54 which discloses NIL transactions.

**Survey No. 153 measuring 5 Acres 30 Guntas excluding 6 Guntas of 'A' kharab**

23. It is observed from the Sale Deed dated 13.09.1935 executed by (1) Mr. Hanumantha S/o Nagappa (2) Mrs. Maalakka w/o Dodda Madappa as 'Vendors' in favour of (1) Master. Appaiah S/o Puttappa (2) Master. Munirangappa S/o Puttappa since both are being minors represented by their brother and guardian Mr. P. Chikka Muniyappa as 'Purchasers', registered on 19.09.1935 as Document No. 892/35-36 at pages 81 to 83 in Volume No. 334 of Book I in the Office of Taluk Sub-Registrar, Bengaluru that Vendors have executed a Mortgage Deed dated 10.02.1921 in favour of Mr. Puttappa who is the father of Purchasers herein and in order to repay the borrowed amount, the Vendors have conveyed the land bearing Survey No. 153 measuring 5 Acres 30 Guntas situated at Yelahanka Village, Bengaluru Taluk inter-alia other property in favour of the Purchasers for a sale consideration of Rs. 3,000/- (Rupees Three Thousand Only) out of which Rs. 2,200/- (Rupees Two Thousand Two Hundred Only) has been repaid towards the said mortgage and the remaining Rs. 800/- (Rupees Eight Hundred Only) has been received by the Vendors herein.
24. Partition Deed dated 20.11.1950 executed by and between (1) Mrs. Akkajamma w/o late Dodda Muniyappa (Dodda Muniyappa S/o Puttappa) (2) Mr. Chikka Muniyappa S/o Puttappa (3) Mr. Muni Nagappa S/o Puttappa (4) Mr. Appaiah S/o Puttappa (5) Mr. Muni Rangappa S/o Puttappa, registered on 06.12.1950 as Document No. 5308/50-51 in Volume No. 1176 at pages 27 – 39 of Book I in the Office of Sub-Registrar, Bengaluru Taluk states that the parties herein have partitioned their ancestral properties amongst themselves and by virtue of which Survey No. 153 measuring 5 Acres 38 Guntas has been assigned and allotted to the share of Mr. Chikka Muniyappa inter-alia other properties.
25. Then, the land bearing Survey No. 153 measuring 5 Acres 36 Guntas situated at Yelahanka Village, Bengaluru Taluk has been conveyed by (1) Mr. P. Chikka Muniyappa (1a) Y.C. Rajanna (1b) Puttaraju (1c) Gopinath (1d) Rangaswamy (1e) Ranganath (1f) Ramu (since parties at serial nos. (1a) to (1f) are minors represented by their father and minor guardian



Mr. P. Chikka Muniyappa) (2) Mr. Muninagappa (2a) Pillappa (2b) Puttaiah (2c) Pillaramu (2d) Rangaswamy (since parties at serial nos. (2a) to (2d) are minors represented by their father and minor guardian Mr. Muninagappa in favour of Mr. V.S. Nataraja Modaliar S/o Velloru Shanmugam Modaliar vide Sale Deed dated 15.01.1954 registered on 28.01.1954 which has been registered as Document No. 6511/1953-54 at pages 1 to 3 in Volume 1391 of Book I in the Office of Sub-Registrar, Bengaluru Taluk. (Note: The extent of 6 Guntas of kharab has been included under the foregoing deed i.e. 5 acres 30 guntas and kharab of 6 guntas).

26. Genealogical Tree of N.S. Nataraja Modaliar issued on 04.12.2004 by the Office of Village Accountant, Venkatala Circle, Yelahanka Hobli, Bangalore North Taluk states as below

- 1) N.S. Nataraja Modaliar (demised) married to Bhagubhai Ammal (demised) having children namely
  - i. Mrs. Rathnavali (74 years)
  - ii. Mrs. Nirmala (72 years)
  - iii. Mrs. Vathsala (demised) having children namely
    - Sumanth (51 years)
    - Ranadheer (47 years)
  - iv. Mr. V.N. Shankar (demised) married to Andal (66 years) having a daughter namely
    - Mrs. Kavitha (49 years)
  - v. Mr. V.N. Sundar (demised) married to Sabath Sundar (62 years) having children namely
    - Shanmugam V.S. (44 years) married to Mrs. Sharmil (38 years) who are having sons namely (a) Ruthik (14 years) (b) Rohith (12 years)
    - V.S. Surender (42 years) married to Mrs. Ashwini (36 years) who are having a daughter by name (a) Namratha (14 years) and a son by name (b) Nikhil (11 years)
    - V.S. Gautam married to \_\_\_\_\_ (name not clear) who are having sons namely (a) Vivek (b) Vishal
  - vi. Mrs. Shantha (64 years)



27. Certificate of Death bearing No. 50379 registered on 28.12.1975 issued by the Corporation of the City of Bangalore provides that V.S. Natarajan demised on 26.12.1975.
28. Pursuant to the death of V.S. Nataraja Mudaliar, his son V.N. Sundar applied for khatha transfer with respect to land bearing Survey No. 153 measuring 5 Acres 30 Guntas before the Office of Village Accountant, Bangalore North Taluk. Based on the application, order was passed stating that Mr. V.S. Nataraja has two sons namely (1) V.N. Shankar and (2) V.N. Sundar. Further, V.N. Shankar has been demised and upon no objection from Aandal Shankar w/o V.N. Shankar, the khatha has been transferred to the name of Mr. V.N. Sundar and the same has been mutated in Mutation Register No. 7/1991-92 issued by the Office of Village Accountant, Bangalore North Taluk.
29. Thereafter, the legal heirs/children of late N.S. Nataraja Modaliar authorized Mr. S. Rama Reddy under the following General Powers of Attorney (GPA) to carry out the activities as enumerated therein along with the powers to alienate the land bearing Survey No. 153 measuring 5 Acres 30 Guntas situated at Yelahanka Village, Bengaluru North Taluk in favour of prospective purchaser/s.

Serial No.	Document
1.	General Power of Attorney dated 24.10.1994 executed by <b>Mr. V.N. Sundar</b> S/o late V.S. Natarajan in favour of Mr. S. Rama Reddy S/o late Subbarayappa, registered as Document No. 301/1994-95 at pages 25 – 31 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.
2.	General Power of Attorney dated 24.10.1994 executed by <b>Mrs. G. Rathnavalli</b> w/o late Gopalakrishna in favour of Mr. S. Rama Reddy S/o late Subbarayappa, registered as Document No. 302/1994-95 at pages 32 – 38 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.
3.	General Power of Attorney dated 24.10.1994 executed by <b>Mrs. Shanta Raja Rao</b> w/o Mr. C.V. Raja Rao in favour of Mr. S. Rama Reddy S/o late



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	Subbarayappa, registered as Document No. 303/1994-95 at pages 39 – 45 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.
4.	General Power of Attorney dated 24.10.1994 executed by <b>Mrs. Nirmala Rajashekar</b> w/o Mr. N. Rajashekar in favour of Mr. S. Rama Reddy S/o late Subbarayappa, registered as Document No. 304/1994-95 at pages 46 – 52 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.
5.	General Power of Attorney dated 24.10.1994 executed by <b>Mrs. Vatsala Shivashankar</b> w/o late R. Shivashankar in favour of Mr. S. Rama Reddy S/o late Subbarayappa, registered as Document No. 305/1994-95 at pages 53 – 59 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.
6.	General Power of Attorney dated 24.10.1994 executed by <b>Mrs. Andal Shankar</b> w/o late V.N. Shankar in favour of Mr. S. Rama Reddy S/o late Subbarayappa, registered as Document No. 306/1994-95 at pages 60 – 66 in Volume SF 24 of Book IV in the Office of Sub-Registrar, Yelahanka.

30. Subsequently, the legal heirs of N.S. Nataraja Modalliar agreed to convey their respective share in the land bearing Survey No. 153 measuring 5 Acres 30 Guntas situated at Yelahanka Village, Bengaluru North Taluk in favour of the purchasers as per various Unregistered Agreements to Sell, all dated 29.10.1994 which are listed hereunder:

SL. No.	Name of the Owner	Name of the Agreement Holder	Agreement to Sell date	Sale Consideration Agreed and Received	Extent
1.	V. N. Sundar	Jayappa Reddy & C. R. Lokesh Reddy	29.10.1994	Total sale consideration - Rs. 3,84,000/- (full consideration paid)	1/6 <sup>th</sup> Share



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2.	G. Rathnavalli	E. B. Vijaykumar and V. Subba Reddy	29.10.1994	Total sale consideration - Rs. 3,84,000/- (full consideration paid)	1/6 <sup>th</sup> Share
3.	Shanta Raja Rao	R. Aswathanarayan and Suresh Jain	29.10.1994	Total sale consideration - Rs. 3,83,000/- (full consideration paid)	1/6 <sup>th</sup> Share
4.	Nirmala Rajashekar	S. Srinivasa Raju and M. N. Narasimharaju	29.10.1994	Total sale consideration - Rs. 3,83,000/- (full consideration paid)	1/6 <sup>th</sup> Share
5.	Vatsala Shivashankar	Manjula and S. Rama Reddy	29.10.1994	Total sale consideration - Rs. 3,83,000/- (full consideration paid)	1/6 <sup>th</sup> Share
6.	Andal Shankar	N. Subba Raju and S. K. Bhaskara Raju	29.10.1994	Total sale consideration - Rs. 3,83,000/- (full consideration paid)	1/6 <sup>th</sup> Share

31. Further, the said agreement holders have attorned their rights derived under the said Agreement to Sell dated 29.10.1994 in favour of their nominee Mr. K.V. Jayaprakash under an Unregistered Agreement dated 28.10.1995 and 15.12.2000 under which vacant possession of the land has been delivered to Mr. K.V. Jayaprakash. Furthermore, the said agreement holders have provided (i) Receipt dated 28.10.1995 and 15.12.2000 (ii) Declaration dated 28.10.1995 and 15.12.2000 stating that the entire sale consideration has been received from Mr. K.V. Jayaprakash and the vacant possession of the land has been handed over to Mr. K.V. Jayaprakash respectively.

The following table provides for the Agreement executed by the Agreement Holders in favour of K. V. Jayaprakash and Receipt and Declaration issued by the Agreement Holders.



Serial No.	Unregistered Agreement to Sell dated 29.10.1994 executed by	Agreement executed by agreement holders in favour of Mr. K.V. Jayaprakash dated	Receipt issued by agreement holders in favour of Mr. K.V. Jayaprakash dated	Declaration by agreement holders dated
1.	Mr. V.N. Sundar in favour of Mr. Jayappa Reddy and Mr. C.R. Lokesh Reddy (Agreement Holders)	28.10.1995	28.10.1995	28.10.1995
2.	Mrs. Rathnavalli in favour of Mr. E.B. Vijayakumar and Mr. V. Subba Reddy (Agreement Holders)	28.10.1995	28.10.1995	28.10.1995
3.	Mrs. Shanta Raja Rao in favour of Mr. R. Ashwathnarayan and Mr. Suresh Jain (Agreement Holders)	28.10.1995	28.10.1995	28.10.1995
4.	Mrs. Nirmala Rajashekar in favour of Mr. S.	28.10.1995	28.10.1995	28.10.1995



	Srinivasa Raju and Mr. M.N. Narasimharaju (Agreement Holders)			
5.	Mrs. Vatsala Shivashankar in favour of Mrs. Manjula and Mr. S. Rama Reddy (Agreement Holders)	undated	undated	__ . __ . 1995 (date and month are not mentioned)
6.	Mrs. Andal Shankar in favour of Mr. N. Subba Raju and Mr. S.K. Bhaskara Raju (Agreement Holders)	15.12.2000	15.12.2000	15.12.2000

32. Then, Mr. V.N. Sundar represented by his GPA Holder Mr. S. Rama Reddy applied before the Office of Deputy Commissioner, Bengaluru for conversion of a portion of land bearing Survey No. 153 measuring 5 Acres 10 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North (Addl) Taluk, Bengaluru from agricultural purposes to non-agricultural residential purposes. Upon considering the application, an intimation letter dated 13.01.2003 had been issued by the foregoing authority for payment of conversion fees amounting to Rs. 5,85,918/- (Rupees Five Lakhs Eighty-Five Thousand Nine Hundred Eighteen Only) and in furtherance to the same, payment of fees has been made by way of cash deposit to the Treasury, Bengaluru North on 14.01.2003. Based on the payment of conversion fees, the land has been converted from agricultural purposes to non-agricultural residential purposes vide Official Memorandum dated 17.01.2003 bearing



No. BDS.ALN.SR (NA) 213:2002-03 issued by the Office of Deputy Commissioner, Bengaluru. Further, the said conversion has been mutated in the Mutation Register No. 57/2003-2004 issued by the Office of Village Accountant, Bengaluru North Taluk.

33. It is learnt from the Death Certificate issued by Chief Registrar of Births and Deaths, Bangalore Mahanagara Palike, Bangalore – 560005 registered on 11.05.2004 as No. 268 provides that V.N. Sundar demised on 08.05.2004 at 2/2, Kensington Road, Bangalore.
34. Thus Mr. K.V. Jayaprakash became the Agreement Holder with respect to the lands in **Survey No. 153**, measuring 05 Acres 10 Guntas he having entered into various Agreements in the nature of Assignment Agreements as discussed above.
35. The Karnataka Revision Settlement Akarbandh issued by Office of Assistant Director of Land Records, Bangalore Sub-Division, Bangalore with respect to Survey No. 153 records the extent of Survey No. 153 as 05 Acres 30 Guntas and 06 Guntas of 'A' kharab land.
36. We have been provided with a Residential Layout Sanctioned plan of Survey No. 153 of Yelahanka Village, issued by President, Yelahanka Town Municipality and it is observed that this plan has been taken to develop 28 sites in the said property. We have been informed by Krishnapriya Estates Pvt. Ltd that they have not developed the property and have not acted upon the sanction accorded. Further we have perused the Encumbrance Certificates for the sites bearing No. 1 to 28 which disclose NIL transactions.
37. Hereinafter,
- 1) The portion of 9 Acres 20.35 Guntas out of the converted land bearing Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B, 153 admeasuring 13 Acres 38 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk will be referred to as "**Item No. 2 Property**" which is morefully described in the Chapter I of this Report on Title.
  - 2) The portion of 4 Acres 17.65 Guntas out of the converted land bearing Survey No. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B,



152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B, 153 admeasuring 13 Acres 38 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk will be referred to as "Item No. 3 Property" which is morefully described in the Chapter I of this Report on Title.

**Title flow with respect to Item Nos. 1, 2 & 3 Properties**

38. It is observed from the Unregistered Agreement dated 20.10.2004 executed by Mr. K.V. Jayaprakash S/o Mr. K. Viswanathaiah Setty as 'First Party' in favour of M/s. Puravankara Projects Limited represented by its Director Mr. Girish Puravankara as 'Second Party' that the first party has secured rights under several agreements with regard to Item Nos. 1, 2 & 3 Properties along with remaining portion of 06 Guntas in Survey No. 153 situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk from M/s. Standard Bricks Factory Private Limited and the legal heirs of N.S. Nataraja Modaliar. Further, the first party has assigned his rights with respect to the foregoing properties in favour of the second party for valuable consideration of Rs. 22,66,02,100/- (Rupees Twenty-Two Lakhs Sixty-Six Thousand Two Thousand One Hundred Only) for the terms and conditions stated therein. And an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) has been advanced on 20.10.2004 by way of cheque from the second party to the first party under the said agreement.
39. In continuation to the foregoing Agreement dated 20.10.2004, an Unregistered Supplemental Agreement dated 15.11.2004 has been executed by Mr. K.V. Jayaprakash S/o Mr. K. Viswanathaiah Setty as 'First Party' in favour of M/s. Puravankara Projects Limited represented by its Director Mr. Girish Puravankara as 'Second Party' which states that the second party has advanced an additional consideration of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) on 15.11.2004 by way of cheque to the first party as per the terms and conditions agreed between parties.
40. Even though, there being foregoing Agreements which has been executed by Mr. K.V. Jayaprakash in favour of M/s. Puravankara Projects Limited, the conveyance of Item Nos. 1, 2, & 3 Properties were taken place by the landowners in favour of Mr. K.V. Jayaprakash vide following Sale Deeds:



- 1) Under the Sale Deed dated 12.05.2005 executed by (1) Mrs. Sabitha Sundar w/o late V.N. Sundar (2) Mr. V.S. Shanmugam S/o late V.N. Sundar (3) Mr. V.S. Surender S/o late V.N. Sundar (4) Mr. V.S. Gautam S/o late V.N. Sundar (5) Mrs. Andal Shankar w/o late V.N. Shankar (6) Mrs. Kavitha Vinoos Manuel d/o Mrs. Andal Shankar (7) Mr. Siddarth Shankar S/o Mrs. Kavitha Vinoos Manuel in favour of Mr. K.V. Jayaprakash, registered on 21.05.2005 as Document No. YAN-1-03168-2005-06 stored in CD No. YAND135 in the Office of Senior Sub-Registrar, Yelahanka, Bangalore, the converted land bearing Survey No. 153 measuring 5 Acres 10 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk is conveyed to Mr. K.V. Jayaprakash (**Note: The daughters of V.S. Nataraja Mudaliar i.e., (1) Mrs. G. Rathnavalli (2) Mrs. Shanta Raja Rao (3) Mrs. Nirmala Rajashekar (4) Mrs. Vatsala Shivashankar have not conveyed their share out of Item No. 3 Property in favour of the purchaser herein).**
- 2) Under the Sale Deed dated 29.12.2005 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited represented by its joint managing director Mr. V.S. Surender as 'Vendor' in favour of Mr. K.V. Jayaprakash as 'Purchaser', registered as Document No. YAN-1-09356-2005-06 stored in CD No. YAND156 in the Office of Senior Sub-Registrar, Yelahanka, Bengaluru, the converted land bearing Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B admeasuring 8 Acres 28 Guntas, situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk is conveyed to Mr. K.V. Jayaprakash. Further, the said sale deed states that the vendor company who has empowered to deal with the said property inter-alia other properties to the erstwhile managing director i.e., Mr. E.B. Vijaya Kumar has been demised on 08.05.2004. Hence, the said General Power of Attorney dated 19.12.1994, registered as Document No. 443/1994-95 has been ceased to exist.
- 3) Under the Sale Deed dated 29.12.2005 executed by The Standard Brick and Tile Company (Yelahanka) Private Limited represented by its joint managing director Mr. V.S. Surender as 'Vendor' in favour of Mr. K.V. Jayaprakash as 'Purchaser',



registered as Document No. YAN-1-09360-2005-06 stored in CD No. YAND156 in the Office of Senior Sub-Registrar, Yelahanka, Bengaluru, Item No. 1 Property is conveyed to Mr. K.V. Jayaprakash. Further, the said sale deed states that the vendor company who had empowered to deal with the Item No.1 Property inter-alia other properties to the erstwhile managing director i.e., Mr. E.B. Vijaya Kumar demised on 08.05.2004. Hence, the said General Power of Attorney dated 19.12.1994, registered as Document No. 443/1994-95 has been ceased to exist.

- 4) Thus, by virtue of the aforesaid Sale deeds, Mr. K.V. Jayaprakash became the absolute owner of
- Property measuring 28 Guntas in Survey No. 152/1A;
  - Property measuring 08 Acres 28 Guntas in Survey Nos. Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B; and
  - Property measuring 05 Acres 10 Guntas in Survey No. 153.

**DOCUMENTS RELATED TO KRISHNA PRIYA ESTATES PVT. LTD.**

**Title flow with respect to Item No. 1 Property**

41. Then, Mr. K.V. Jayaprakash S/o. K. Vishwanathaiah Shetty as 'Settlor/First Party' settled the Item No. 1 Property in favour of his wife and children namely (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash as 'Beneficiary No. 1 / Second Party' (2) Mr. K.J. Sai Darshan as 'Beneficiary No. 2 / Third Party' (3) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 3 / Fourth Party' (4) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 4 / Fifth Party' (5) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash as 'Beneficiary No. 5 / Sixth Party' vide Settlement Deed dated 08.11.2019, registered on 30.11.2019 as Document No. GNR-1-03779-2019-20 stored in CD No. GNRD391 in the Office of Senior



Sub-Registrar, Gandhinagar (Ganganagar), Bangalore. Further, each beneficiary has been settled with 1/5<sup>th</sup> share out of the Item No. 1 Property.

42. On the even date, Power of Attorney (POA) dated 08.11.2019 has been executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (3) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (5) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash in favour of Mr. K.V. Jayaprakash which has been registered on 30.11.2019 as Document No. GNR-4-00338-2019-20 stored in CD No. GNRD391 in the Office of Senior Sub-Registrar, Gandhinagar (Ganganagar), Bangalore which provides that Mr. K.V. Jayaprakash has been empowered with powers as enumerated in the foregoing POA along with powers to alienate the Item No. 1 Property in favour of prospective purchaser/s through proper conveyance deeds.
43. Vide Agreement for Sale without Possession dated 24.11.2022 executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Vendors' states that they have agreed to convey the Item No. 1 Property along with Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Confirming Party' in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' which has been registered on 02.12.2022 as Document No. HSR-1-02264-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore (Note: Item No. 1 Property has been part of the BBMP Khatha No. 516/820/4/152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153).
44. Similarly, Addendum dated 27.12.2022 to the Agreement for Sale dated 24.11.2022 has been executed by (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Vendors' who have agreed to convey the Item No. 1 Property along with Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Confirming Party' in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as



'Purchaser' which has been registered on 29.12.2022 as Document No. HSR-1-02796-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore wherein additional sale consideration has been received by the vendors herein from the purchaser.

45. Simultaneously, (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Executants' have authorized Krishna Priya Estates Private Limited represented by its authorized signatory Mr. Seth Asardas Amarlal S/o late Seth Asardas as 'Attorney Holder' vide General Power of Attorney (GPA) dated 27.12.2022 which has been registered on 29.12.2022 as Document No. HSR-4-00035-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore to carry out the activities as enumerated in the foregoing GPA along with the powers to alienate the Item No. 1 Property in favour of the Attorney itself (As attorney holder has entered into the foregoing Agreement for Sale dated 24.11.2022 and Addendum dated 27.12.2022 with the executants and they have received the substantial sale consideration from the attorney holder) or its nominees / prospective purchaser/s through proper conveyance deeds.
46. (1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saidarshan as 'Vendors' have conveyed their undivided 4/5<sup>th</sup> share out of the Item No. 1 Property in favour of Krishna Priya Estates Private Limited as 'Purchaser' vide Sale Deed dated 09.01.2023 which has been registered on 22.02.2023 as Document No. HSR-1-03758-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru. Further, it states that an amount of INR 2,81,12,040/- (Indian Rupees Two Crores Eighty-One Lakhs Twelve Thousand and Forty Only) out of the sale consideration shall be paid by the purchaser at the time of execution of the Sale Deed in favour of the purchaser with respect to the minor's 1/5<sup>th</sup> undivided share out of the Item No. 1 Property pursuant to getting the sale permission from the court. Furthermore, Mr. K.V. Jayaprakash as 'Confirming Party' has confirmed the foregoing sale deed in favour of Krishna Priya Estates Private Limited as 'Purchaser' vide Confirmation Deed dated 09.01.2023 which has been registered on 23.02.2023 as Document No. HSR-1-03775-



2022-23 stored in CD No. HSRD1234 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.

47. Further Master K.J. Trishaan, minor son of Mr. K.V. Jayaprakash, duly represented by his father and Natural guardian Mr. K.V. Jayaprakash, as 'Vendor, along with Mr. K.V. Jayaprakash, Mrs. K.J. Savitha, Mr. K.J. Deepak, Mr. Dilip Kaparathi and Mr. K.J. Saidarshan as 'Confirming Parties' upon getting the necessary permission under the provisions of the Hindu Minority and Guardianship Act, 1956 in G & WC No. 11 of 2023 (as detailed below), has conveyed his undivided 1/5<sup>th</sup> share out of the Item No. 1 Property in favour of Krishna Priya Estates Private Limited as "Purchaser" vide Sale Deed dated 31.07.2023 which has been registered as Document No. GNR-1-02860-2023-24 in the Office of the Sub Registrar, Ganganagara, Bangalore. Before selling 1/5<sup>th</sup> share, on behalf of his minor son, Mr. K.V. Jayaprakash being father and natural guardian filed the suit bearing G & WC No. 11 of 2023 before the court of Principal City Civil Judge, Bengaluru seeking permission from the court to sell Minor's share in Item No. 1 property for the benefit and legal necessities of the Vendor (Master K.J. Trishaan). The Hon'ble Court vide order dated 14.07.2023 has permitted Mr. K. V. Jayaprakash to sell/alienate 1/5<sup>th</sup> minor share in Item No. 1 Property.

**Title flow with respect to Item Nos. 2 & 3 Properties**

48. Mr. K.V. Jayaprakash has mortgaged the Item No. 2 and Item No. 3 property in favour of State Bank of India, Hyderabad vide Memorandum relating to Deposit of Title Deeds (MODT) dated 24.01.2013, registered as Document No. GAN-1-03419-2012-13 stored in CD No. GAND148 in the Office of Senior Sub-Registrar, Gandhinagar, Bangalore. It provides that Item Nos. 2 & 3 Properties have been mortgaged by Mr. K.V. Jayaprakash as 'Depositor' on behalf of Coastal Projects Limited as 'Borrower' for adhoc cash credit limit fixed at Rs. 150,00,00,000/- (Rupees One Hundred Fifty Crores Only) in favour of State Bank of India.
49. The aforesaid Mortgage was discharged vide Reconveyance Deed dated 30.12.2022 executed by State Bank of India in favour of Mr. K.V. Jayaprakash, registered as Document



No. HSR-1-02943-2022-23 stored in CD No. HSRD1200 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore.

50. Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Vendor' along with (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Confirming Parties' have agreed to convey the Item No. 2 Property in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' vide Agreement for Sale without Possession dated 24.11.2022 which has been registered on 02.12.2022 as Document No. HSR-1-02263-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore (Note: Item No. 2 Property has been part of the BBMP Khatha Nos. 516/820/4/152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B & 153).
51. Similarly, Addendum dated 03.12.2022 to Agreement for Sale dated 24.11.2022 has been executed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Vendor' along with (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Confirming Parties' in favour of Krishna Priya Estates Private Limited represented by its Director Mr. Avnash Amarlal S/o A Amarlal as 'Purchaser' wherein additional advance sale consideration has been paid by the purchaser to the vendor.
52. Likewise, Second Addendum dated 27.12.2022 to Agreement for Sale dated 24.11.2022 has been executed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty as 'Vendor' along with (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparathi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Confirming Parties' in favour of Krishna Priya Estates Private Limited represented by its Authorized Signatory Mr. Seth Asardas Amarlal S/o late Seth Asardas as 'Purchaser' which has been registered on 29.12.2022 as Document No. HSR-1-02795-2022-23 stored in CD No.



HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore wherein additional advance sale consideration has been paid by the purchaser to the vendor.

53. Simultaneously, (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. Dilip Kaparthi S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash (5) Master. K.J. Trishaan S/o Mr. K.V. Jayaprakash as 'Executants' have authorized Krishna Priya Estates Private Limited represented by its authorized signatory Mr. Seth Asardas Amarlal S/o late Seth Asardas as 'Attorney Holder' vide General Power of Attorney (GPA) dated 27.12.2022 which has been registered on 29.12.2022 as Document No. HSR-4-00034-2022-23 stored in CD No. HSRD1191 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore to carry out the activities as enumerated in the foregoing GPA along with the powers to alienate the Item No. 2 Property in favour of the Attorney itself (As attorney holder has entered into the foregoing Agreement for Sale dated 24.11.2022; Addendum dated 03.12.2022 and Second Addendum dated 27.12.2022 with the executant and he has received substantial sale consideration from the attorney holder) or its nominees / prospective purchaser/s through proper conveyance deeds.
54. We have been furnished with Special Power of Attorney (SPA) dated 31.05.2018 executed by Mr. Avnash Amarlal S/o Mr. Asardas Amarlal in favour of (1) Mr. Alekh Prasad Bhal S/o Mr. Charan Bhal (2) Mr. Mahesh B Asrani S/o Mr. Balumal, registered as Document No. SHV-4-00081-2018-19 stored in CD No. SHVD272 in the Office of Sub-Registrar, Shivajinagar, Bangalore. It states that the attorney holders have been empowered with the powers to present the documents executed by Mr. Avnash Amarlal in respect of the business / transaction of his companies for the registration before the concerned Sub-Registrar's Office on his behalf and to admit the execution of the said documents before the Sub-Registrar on his behalf. Further, this SPA does not empower the attorney holders with the power to sell.
55. Mr. K.V. Jayaprakash as 'Vendor' has conveyed the Item No. 2 Property in favour of Krishna Priya Estates Private Limited as 'Purchaser' vide Sale Deed dated 09.01.2023 which has been registered on 22.02.2023 as Document No. HSR-1-03756-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.



Further, (1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saidarshan (5) Master. Trishaan represented by his natural guardian and father Mr. K.V. Jayaprakash as 'Confirming Parties' have confirmed the foregoing sale deed in favour of Krishna Priya Estates Private Limited as 'Purchaser' vide Confirmation Deed dated 09.01.2023 which has been registered on 23.02.2023 as Document No. HSR-1-03777-2022-23 stored in CD No. HSRD1234 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru. Furthermore, foregoing sale deed states that certain amount out of the sale consideration has been kept as retention amount which is as below:

- a) An amount of INR 12,37,50,000/- (Indian Rupees Twelve Crores Thirty-Seven Lakhs Fifty Thousand Only) has been retained by the Purchaser for the purpose of addressing the issues relating to the clear and marketable title (if any). Upon establishment of the title of the Item No. 2 Property to the fullest satisfaction of the Purchaser, this amount shall be paid to the Vendor within 30 days from the date of the demand made by the Vendor in writing.

56. On the even date, Mr. K.V. Jayaprakash as 'Vendor' along with (1) Mrs. K.J. Savitha (2) Mr. K.J. Deepak (3) Mr. Dilip Kaparathi (4) Mr. K.J. Saidarshan (5) Master. K.J. Trishaan rep. by his natural guardian and father Mr. K.V. Jayaprakash as 'Confirming Parties' have conveyed the Item No. 3 Property in favour of Krishna Priya Estates Private Limited as 'Purchaser' vide Sale Deed dated 09.01.2023 which has been registered on 22.02.2023 as Document No. HSR-1-03754-2022-23 stored in CD No. HSRD1233 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru. Further, it states that certain amount out of the sale consideration has been kept as retention amount and deferred amount which is as below:

- a) An amount of INR 19,80,00,000/- (Indian Rupees Nineteen Crores Eighty Lakhs Only) shall be paid upon completion of 90 days from the date of this Sale Deed.
- b) An amount of INR 19,80,00,000/- (Indian Rupees Nineteen Crores Eighty Lakhs Only) shall be paid upon completion of 120 days from the date of this Sale Deed.
- c) An amount of INR 12,37,50,000/- (Indian Rupees Twelve Crores Thirty-Seven Lakhs Fifty Thousand Only) has been retained by the Purchaser for the purpose of addressing the issues relating to the clear and marketable title (if any). Upon



establishment of the title of the Item No. 3 Property to the fullest satisfaction of the Purchaser, this amount shall be paid to the Vendor within 30 days from the date of the demand made by the Vendor in writing.

57. It is to be noted that the foregoing three (3) sale deeds executed in favour of Krishna Priya Estates Private Limited was kept pending vide P Nos. 3079 (with respect to Item No. 2 Property), 3081 (with respect to Item No. 1 Property) and 3089 (with respect to Item No. 3 Property) for fixation of the market value of the Item Nos. 1, 2 and 3 Properties and for payment of deficit stamp duty by the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore. The Office of the Deputy Commissioner of Stamps and District Registrar, Gandhinagar Registration District, Bangalore ('Authority') issued Form II dated 16.01.2023 bearing Nos. (i) 45-A(1)/Pending/HES/01/2022-23 (ii) 45-A(1)/Pending/HES/02/2022-23 & (iii) 45-A(1)/Pending/HES/03/2022-23 ('Cases') respectively for having received a reference from Office of Senior Sub-Registrar, Hesaraghatta, Bangalore for determination of the market value of the properties covered by an instrument of conveyance / Absolute Sale Deed which has been presented for registration and has been assigned pending Nos. (i) P-3079/2022-23 (ii) P-3081/2022-23 (iii) P-3089/2022-23. Further, the purchaser has been asked to submit its representations in writing to the said 'Authority' within 21 days along with all evidence in support of the representation. Accordingly, the purchaser has represented its contention vide letter dated 30.01.2023 to the said 'Authority' and substantiated with the payment of stamp duty paid in the foregoing three (3) sale deeds as adequate and proper. Upon representation made by the purchaser, the said 'Authority' have examined the same and passed the order on 21.02.2023 in the foregoing 'Cases', wherein the market value of the Item Nos. 1, 2 and 3 Properties have been fixed at Rs. 7,897/- per square feet. Accordingly Krishnapriya Estates Pvt. Ltd., have paid the difference in the stamp duty and registration fee to the authority and got the Sale Deed registered.:

And accordingly asked the Purchaser to make the deficit stamp duty and registration fee as per the determined market value and get the absolute sale deed registered before the Office of Senior, Sub-Registrar, Hesaraghatta, Bangalore within sixty (60) days from the date of this order. Based on the order passed by the said 'Authority'. Accordingly the purchaser complied with the Order passed by the Authority and got the three sale deeds



- registered in its favour on 22.02.2023 upon payment of requisite stamp duty, registration fees and cess.
58. Vide Memorandum of Deposit of Title Deeds (MODT) dated 24.11.2022, (1) Mrs. K.J. Savitha w/o Mr. K.V. Jayaprakash (2) Mr. K.J. Deepak S/o Mr. K.V. Jayaprakash (3) Mr. K.J. Dilip S/o Mr. K.V. Jayaprakash (4) Mr. K.J. Sai Darshan S/o Mr. K.V. Jayaprakash as 'Mortgagors' have mortgaged their 4/5<sup>th</sup> share out of the Item No. 1 Property in favour of Krishna Priya Estates Private Limited as 'Mortgagee', registered on 02.12.2022 as Document No. HSR-1-02261-2022-23 stored in CD No. HSRD1170 in the Office of Senior Sub-Registrar, Hesaraghatta, Bangalore. Further, the said MODT has been discharged vide Discharge Deed dated 09.01.2023, registered as Document No. HSR-1-02945-2022-23 stored in CD No. HSRD1200 in the Office of Senior Sub-Registrar, Hesaraghatta, Bengaluru.
59. Thereafter Krishna Priya Estates Private Limited being the absolute owner of Item No. 1, Item No. 2 and Item No. 3 Properties by virtue of the aforesaid Sale Deeds, conveyed Item No. 3 Property in favour of Micro Labs vide Sale Deed dated 11 May 2023 registered as document No BYP-1-01770/2023-24, stored in CD No BYPD1384 at the office of the Sub-Registrar, Byatarayanapura, Bangalore.
60. On application made by Krishna Priya Estates Private Limited seeking Khata Transfer in their name, and on receipt of Improvement/betterment charges vide receipt dated 28.07.2023, the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike, after receiving improvement charges has issued Khata Certificate bearing No. DA/W4/KTR/145/2023-24 and Extract, both dated 08.08.2023 in the name of Krishna Priya Estates Private Limited with respect to the property bearing Survey No. 153/1AB, 153/2AB, 153/3AB, 153/4AB, 153/5AB, 153/6AB, 153/7AB, 153/10AB and 153.

**LITIGATIONS**

**PART I - SUIT FILED FOR TITLE AND POSSESSION**



61. Judgement dated 11.04.1974 passed in OS No. 84/1970 filed by Sri Ramalingeswara Mutt of Harnahalli Village, Shimoga District by its Sarvathikari, Sri. K.M. Shivarudraiah S/o late Nanjundaradhya as 'Plaintiff' against (1) The State of Mysore by its Chief Secretary (2) Commissioner for Survey, Settlement and Land Records in Mysore Revenue Survey Officers, Bengaluru (3) The Divisional Commissioner in Mysore, (4) The Deputy Commissioner, Bengaluru (5) The Deputy Commissioner, Shimoga (6) Commissioner, Corporation of the City of Bengaluru, Bengaluru (7) Chairman, City Improvement Trust Board, Bengaluru (8) The Land Acquisition Officer, attached to the C.I.T.B, Bengaluru as 'Defendants' before the Court of the I Additional Civil Judge, Bengaluru states that the plaintiff had filed this suit for declaration and possession of the suit schedule properties in their favour and the court had passed the foregoing judgement stating that the plaintiff has failed to prove (i) the title to the suit schedule properties (ii) possession of the suit schedule properties (iii) that the suit had not been properly valued and that the persons who are in possession of the suit schedule properties are not made as parties to the suit. Hence, the foregoing suit failed and has been dismissed with costs. The brief details of the suit are as stated below:

- i. The plaintiff states that he was the sarwadhikari of Sri Ramalingeswara Mutt ('Mutt') and the suit schedule properties were endowed by the Keladi Rulers to Mutt. Further, plaintiff had made several petitions to confirm the khata of the properties in favour of the Mutt to the first defendant, but it has failed to do so and also state that joint inspection was made by the inspecting committee composed of Sri G.P. Grant, Deputy Commissioner, R.A. Cole, Revenue Commissioner and Diwan Sri Puttannachetty during October 1909. The committee inspected the Mutt in various places in the Mysore State and submitted a report dated 28.10.1909. Based upon the report submitted by the said committee, the second defendant was placed to order the change of khata of the concerned lands in favour of the plaintiff Mutt but the same had been rejected by the second defendant.
- ii. The case of defendants 1 to 5 has been detailed in the judgement and have stated that:



- the plaintiff has not furnished the material particulars and the properties mentioned in the schedule are numerous.
  - there are no details as to the persons in whose possession are the properties and description and boundaries are mentioned in the plaint.
  - the plaintiff is not the sarvadhikari of the alleged Mutt and he is not the son of Nanjundaradhya who is alleged to belong to the family of Kulagurus of the Mutt. Further, the plaintiff has not produced the genealogical tree.
  - the rulers of Keladi endowed lands in favour of Mutt is a myth.
  - the alleged joint inspection report is false, and it can never be a title deed of the plaintiff.
  - The second defendant ordered the change of khata in favour of Mutt is false.
  - the properties stated in the schedule are lying within the territorial jurisdiction of courts at Bengaluru, Shimoga and Tumkur and this court has no jurisdiction to try the suit.
  - the suit is bad for non-joinder of necessary parties in possession of the respective properties and is not maintainable in law.
  - the suit is barred by law of limitation.
  - the suit properties are not properly valued, and the court fee is not sufficient.
- iii. The case of sixth defendant has been detailed in the judgement and stated that:
- The premises No. 55 is in the name of K. Hanumaiah in the registers of the corporation and the property does not belong to the plaintiff.
  - the relief prayed for by the plaintiff that this defendant should hand-over the schedule properties is untenable on the basis of which as the plaintiff has alleged nowhere that this defendant is in possession of any item of the suit schedule property.
  - there is no cause of action to the suit.
- iv. The following issues and findings of this case are as hereunder:

- Issue 1 - Whether plaintiff proves title to the suit schedule property?
- Finding 1 – Plaintiff has not proved that he has title to the suit schedule properties.
- Issue 2 - Whether plaintiff is entitled to possession of the suit properties?
- Finding 2 – Plaintiff is not entitled to possession of the suit properties.
- Issue 3 - Whether the suit has been properly valued?
- Finding 3 – The defendants have failed to prove that the suit has been properly valued.
- Issue 4 - Whether the suit is barred by limitation?
- Finding 4 – The decision on this issue is unnecessary as the plaintiff has not made persons who are in possession of the properties as parties to the suit.
- Issue 5 - Whether the suit is bad for non-joinder of parties?
- Finding 5 – The suit is bad for non-joinder of parties.
- Issue 6 - What relief?
- Finding 6 – As per Order, the plaintiff's suit fails and is hereby dismissed with costs.

**Note:** We had initiated searches before the courts and the pleading of Plaintiff filed in OS No. 84/1970 before the Court of the I Additional Civil Judge, Bangalore which is required to identify the suit schedule properties is not available in the records section of the court.

62. Plaintiff dated 03.02.1997 and Order Sheet in O.S. No. 1151/1997 filed by Sri Ramalingeswara Mutt rep. by GPA Holder T.N. Sreekanta Shastry as 'Plaintiff' against (i) The State of Karnataka (ii) The Commissioner, Religious and Charitable Endowments (iii) Mr. V.M. Sundaraiah Mudaliar (iv) Mr. Allalassandra Ramareddy as 'Defendants' before the Court of the City Civil Judge at Bangalore provides that the suit has been filed for declaring plaintiff as the absolute owner and for possession of the suit schedule properties (wherein Survey No. 152 measuring 18 Acres 1 Gunta situated at Yelahanka Village, Bangalore North Taluk is part of suit schedule properties) amongst other reliefs. And the foregoing suit was dismissed on 29.10.2001 for non-prosecution by the plaintiff.



63. Order dated 21.07.2004 passed in Mis. No. 95/2002 filed by Sri Ramalingeswara Mutt, Harnahally, Shimoga District by its Matadhipathi, Sri. Channaveera Shivacharya Swamiji represented by GPA Holder Mr. H. Channappa S/o Mr. Channabasappa as 'Petitioner' against (1) Government of Karnataka, Vidhana Soudha, Bengaluru represented by its Chief Secretary (2) The Muzaraj Officer, Office of Religious and Charitable Endowments in Karnataka, Bengaluru (3) Mr. V. Sundaram Mudaliar (4) Mr. Allasandra Rama Reddy as 'Respondents' before the Court of the XX Addl. City Civil Judge at Bengaluru states that this petition is filed by the petitioner to set aside the order dated 29.10.2001 passed in O.S. No. 1151/1997 and to restore the same to its original side. Upon hearing the matter, the said petition was dismissed as the petitioner had not produced any evidence in support of his case even after providing sufficient opportunity (Note: There appears to be typo error regarding the mention of O.S. No. 1151/1995 instead of Original Suit No. 1151/1997).

**PART II - SUIT FILED FOR VIOLATION OF SECTION 79(A)(B) OF THE KARNATAKA LAND REFORMS ACT, 1961**

64. Order dated 02.12.1991 passed in Case No. LRF: 68: 1990-91 filed by State Government as 'Plaintiff' against The Standard Brick and Tile Company as 'Defendant' before the Office of Assistant Commissioner, Bangalore states that the plaintiff had filed the foregoing case against the defendant for violating the provisions of Section 79(A) (B) of The Karnataka Land Reforms Act, 1961 with respect to land bearing Survey Nos. 152/1 to 152/10 admeasuring 13 Acres 14 Guntas situated at Yelahanka Village of Bengaluru North Taluk. Upon hearing the matter along with the requisite documents, it has been ordered to drop the case in view of the defendant for not violating the said provisions of the Act.
65. Judgement dated 17.02.1997 passed in Appeal No. 118/1996 filed by Standard Bricks and Tiles Company, Yelahanka, Bangalore North Taluk by its Managing Director, Mr. V.N. Sundar as 'Appellant' against (1) State of Karnataka by its Secretary, Revenue Department, M.S. Building, Bangalore (2) The Special Deputy Commissioner, Bangalore District, Bangalore (3) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (4) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' before the Karnataka Appellate Tribunal, Bangalore states as below:



- i. Pursuant to the Order dated 02.12.1991 passed in Case No. LRF: 68: 1990-91 by the Office of Assistant Commissioner, Bengaluru, Fourth Respondent passed an order on 06.10.1995 directing the Appellant Company to stop the cutting of Eucalyptus Trees standing in the land bearing Survey Nos. 152/1 to 152/10 all situated at Yelahanka Village of Bengaluru North Taluk on the ground that the said lands are belonging to the government in view of the violation of Section 79(B) of The Karnataka Land Reforms Act, 1961. The Appellant appeared before Fourth Respondent and produced all the documents. But Fourth Respondent again issued notice on 21.10.1995 to protect the right in the said lands and their possession.
- ii. Due to which, Appellant Company as Plaintiff filed an Original Suit No. 8167/1995 against (1) Special Deputy Commissioner (2) The Tahasildar (3) The Secretary, Revenue Department as 'Defendants' before the Court of the City Civil Judge at Bengaluru City for permanent injunction restraining the defendants or its office bearers from giving effect to the show cause notice dated 21.10.1995 and restraining the defendants and its office bearers from interfering with the peaceful possession of the plaintiff. During the proceedings of the suit, on 12.01.1996, both the parties to the suit were said to maintain status quo and a temporary injunction was granted on 29.02.1996 directing the defendants not to interfere with the plaintiff's possession and enjoyment of the said lands. Subsequently, plaintiff filed a memo to withdraw the suit and hence, the suit had been dismissed on 27.02.1999 as withdrawn.
- iii. Meanwhile, Special Deputy Commissioner, Bengaluru passed an Order dated 24.02.1996 in Case No. LRF.CR.97/95-96 with a direction to take possession of the lands in question to the extent of 12 Acres 24 Guntas.
- iv. Aggrieved by the said Order of the Special Deputy Commissioner, the Appellant has filed this Appeal and in view of the reasons stated in the Judgement passed in the foregoing appeal on the facts and circumstances of the case, it has been held that 2<sup>nd</sup> Respondent without properly considering the material including the relevant facts and circumstances of the case, and relevant provisions of the Act in



proper perspective and has proceeded to pass wrong impugned order and as such, it is not sustainable. Therefore, it is liable to be set aside by allowing the said appeal. In the result, the appeal is hereby allowed, and the impugned order passed by the 2<sup>nd</sup> Respondent is hereby set aside.

66. Thereafter, The Standard Bricks and Tiles Company Private Limited got the khatha with respect to the land bearing Survey Nos. 152/1 to 152/10 admeasuring 12 Acres 24 Guntas situated at Yelahanka Village of Bengaluru North Taluk transferred to its name based on the order passed in the Appeal No. 118/1996 vide Mutation Register No. 1/1997-1998 issued by the Office of Tahasildar, Bangalore North Taluk (Addl), Bengaluru.
67. Aggrieved by the order passed in Appeal No. 118/1996, (1) State of Karnataka by its Secretary, Revenue Department, M.S. Building, Bangalore (2) The Special Deputy Commissioner, Bangalore District, Bangalore (3) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (4) The Tahasildar, Bangalore North Taluk, Bangalore as 'Petitioners' filed a Review Petition No. 5/2005 against Standard Bricks and Tiles Company Yelahanka, Bangalore North Taluk, Bangalore by its Managing Director as 'Respondent' on 13.12.2005 before the Karnataka Appellate Tribunal at Bengaluru to review and recall the Order dated 17.02.1997 passed in Appeal No. 118/1996 and thereafter hear the matter afresh on merit and pass some other order or direction which this tribunal deems fit in the circumstances of the above case in the interest of justice and equity.
68. Similarly, Sri Chandramouleshwara Shivacharya Mahaswamigalu, Sarvadhikari & Matadhipati of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District as 'Petitioner' filed a Review Petition No. 1/2006 on 19.01.2006 against (1) Standard Bricks and Tiles Company Yelahanka, Bangalore North Taluk, Bangalore by its Managing Director (2) State of Karnataka by its Chief Secretary, Department of Revenue, M.S. Building, Bangalore (3) The Special Deputy Commissioner, Bangalore District, Bangalore (4) The Tahasildar, Bangalore North (Addl.) Taluk, Yelahanka, Bangalore as 'Respondents' before the Karnataka Appellate Tribunal at Bangalore states that the Petitioner is the owner of the property which has been mentioned in the Appeal No. 118/1996 and petitioner has not been made as party to the said appeal and has prayed to review the said appeal.



69. Subsequently, (i) Standard Bricks and Tiles Company Private Limited (ii) Mr. K.V. Jayaprakash as 'Common Petitioners' filed Writ Petitions bearing Nos. 3343/2007 C/w 3344/2007 before the High Court of Karnataka at Bangalore against (i) Karnataka Appellate Tribunal (ii) State of Karnataka by its Chief Secretary (iii) Special Deputy Commissioner, Bangalore District (iv) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (v) Tahasildar, Bangalore North (Addl) Taluk as 'Respondents' in WP No. 3343/2007 and (i) Karnataka Appellate Tribunal (ii) Chandramouleshwara Shivacharya Mahaswamigalu, Sarvadhikari and Matadipathi of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District (iii) State of Karnataka by its Chief Secretary (iv) Special Deputy Commissioner, Bangalore District (v) Tahasildar, Bangalore North (Addl) Taluk as 'Respondents' in WP No. 3344/2007 under Articles 226 & 227 of the Constitution of India to quash the Order dated 31.01.2007 passed by the Karnataka Appellate Tribunal, Bangalore in Review Petition No. 1/2006. Further, an Order dated 18.04.2007 was passed by the High Court of Karnataka which states as below:

- 1) It is not necessary to examine the legal questions raised by the petitioners in a pending matter before the Karnataka Appellate Tribunal at this stage.
- 2) Though it is contented by counsel for the petitioners that the Tribunal is virtually assuming jurisdiction which is not given to it under the statutory provisions, reserving liberty to the petitioners to urge all such contentions if and when become necessary if the petitioner should suffer an adverse order, this writ petition is dismissed.

Note: Upon requisition of the Order dated 31.01.2007 passed in Review Petition No. 1/2006, we have been informed by Krishnapriya Estates Pvt. Ltd., that the said order is not available.

70. On 23.10.2007, The Karnataka Appellate Tribunal at Bengaluru passed a Common Judgement for Review Petition Nos. 5/2005 & 1/2006 which had been filed before the said tribunal allowing the review petitions and reviewed the Judgement dated 17.02.1997 passed in Appeal No. 118/1996 passed by this tribunal as under:



- The Appeal No. 118/1996 is dismissed. The Order dated 24.02.1996 passed in LRF.CR.97/95-96 by the Deputy Commissioner, Bengaluru District forfeiting the land bearing Survey Nos. 152/1 to 152/10 totally measuring 12 Acres 24 Guntas in contravention of Section 79B (2) of Karnataka Land Reforms Act is confirmed. The Judgement dated 17.02.1997 passed in Appeal No. 118/1996 stands modified to this extent.
71. Order dated 20.03.2009 passed in Writ Petition No. 18811/2007 filed by (1) Standard Bricks and Tiles Company Private Limited, Yelahanka, Bangalore North Taluk, Bangalore by its Director Mr. V.S. Surender (2) Mr. K.V. Jayaprakash as 'Petitioners' against (1) State of Karnataka by its Chief Secretary, Department of Revenue, M.S. Building, Bangalore (2) Sri Chandramouleshwara Shivacharya Mahaswamigalu, Sarvadhikari & Matadhipati of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District (3) The Special Deputy Commissioner, Bangalore District, Bangalore (4) The Assistant Commissioner, Bangalore Sub-Division, Bangalore (5) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' before the High Court of Karnataka at Bengaluru states that the said petition has been filed by the petitioners praying to hold that the common order dated 23.10.2007 passed by The Karnataka Appellate Tribunal in Review Petition Nos. 5/2005 & 1/2006 reviewing the order dated 17.02.1997 as unsustainable and to restore the order dated 17.02.1997. And for the reasons as stated in the order, this petition is allowed in part. The impugned orders are quashed. Matter is remitted back for re-consideration by the Appellate Tribunal for disposal of the same in accordance with law taking note of the observations made herein and to consider the effect of conversion of land by the 1<sup>st</sup> petitioner as early as in the year 1963 for non-agricultural purposes.
72. After the matter being re-considered before the Karnataka Appellate Tribunal at Bengaluru in Review Petition Nos. 5/2005 & 1/2006, the tribunal has passed a common order on 31.08.2009 taking into consideration on the following points:
- 1) Whether the review petitioners in 5/2005 have made out grounds to call for interference of the judgement passed by this tribunal in Appeal No. 118/1996



disposed on 17.02.1997 for the purpose of reviewing and passing the orders as prayed for?

- 2) Whether the review petitioner in 1/2006 has made out grounds to call for interference of the judgement passed by this tribunal in Appeal No. 118/1996 disposed on 17.02.1997 for the purpose of reviewing and passing the orders as prayed for?
- 3) What Order?

The tribunal has answered the above points in negative and passed the order as the review petitions 5/2005 & 1/2006 are devoid of merits, hence, both the petitions are rejected.

73. Order dated 02.07.2014 passed in Writ Petition No. 31890/2009 filed between Sri Chandramouleshwara Shivacharya Mahaswamigalu, Matadhipati of Sri Ramalingeswara Mutt, Haranahalli, Shimoga Taluk & District as 'Petitioner' and (1) Standard Bricks and Tiles Co., Yelahanka, Bangalore North Taluk, Bangalore rep. by its Managing Director (2) The State of Karnataka rep. by its Chief Secretary, Revenue Department, M.S. Building, Bangalore (3) The Special Deputy Commissioner, Bangalore Urban, Bangalore (4) The Tahasildar, Bangalore North Taluk, Bangalore as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) The petitioner has filed this petition praying to quash the order dated 31.08.2009 passed in Review Petition No. 1/2006 by The Karnataka Appellate Tribunal.
- 2) The court has observed that if the petitioner has any right, title and interest in respect of the said lands, he has already taken certain steps before the civil court and the proceedings before the civil court would determine the right, title and interest of the petitioner insofar as the said lands are concerned.
- 3) And it is made clear that the stand of the respective parties before the various civil courts have not been taken into consideration in passing this order, which is purely on the locus standi of the petitioner to assail the order of the tribunal dated 17.02.1997 by filing a review petition as well as this writ petition.

**PART III - PROCEEDINGS INITIATED BY OFFICE OF THE ASSISTANT COMMISSIONER**



74. Petition dated 04.10.2016 and Order dated 18.04.2017 passed in Writ Petition No. 52983/2016 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (i) The State of Karnataka, Revenue Department, represented by its Chief Secretary (ii) The Assistant Commissioner, Bangalore North Sub-Division (iii) The Special Tahasildar, Bangalore (iv) Standard Bricks & Tiles Company, Yelahanka (v) Sri Chandra Mouleshwara Shivacharya Mahaswamigalu @ Shivalingeshwara Shivacharya Mahaswamigalu as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) This petition has been filed by the petitioner praying to issue writ in the nature of certiorari or any other appropriate writ, order or direction or direction to quash the entire proceedings in RA (BNA) No. 12/2015-16 (this proceedings has been initiated by 5<sup>th</sup> Respondent for challenging the mutation order in favour of 4<sup>th</sup> Respondent vide MR No. 17/2003-04 dated 23.08.2004) pending before the 2<sup>nd</sup> Respondent and issue any other appropriate order as are just and appropriate in the circumstances of the case and in the interest of justice and equity (Note: Upon perusal of the mutation order, it is noted that MR No. 17/2003-04 has been wrongly mentioned herein instead of MR No. 70/2003-04).
- 2) On 18.04.2017, court has passed an order stating that no relief could be granted. Even though an application is filed before the Assistant Commissioner under Section 25 of The Karnataka Land Revenue Act, it is for him to decide and pass orders immediately. It is not necessary that every application deserves an order immediately after filing of such application. The Assistant Commissioner either has to pass an interlocutory order or a final order. Hence, the court has no ground to interfere with the impugned order. Consequently, Writ Petition is dismissed. In view of the same, respondents are entitled to make proper application before the authority concerned.

75. Judgement dated 01.06.2017 passed in Writ Appeal No. 3927/2017 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The State of Karnataka, Revenue Department represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-



Division (3) The Special Tahsildar, Bangalore North Additional Yelahanka, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka, Bangalore (5) Mathadipathi of Ramalingeshwara Mutt, Sri. Chandra Mouleshwara Shivacharya Mahaswamigalu @ Shivalingeshwara Shivacharya Mahaswamigalu as 'Respondents' provides that the said appeal is filed by the appellant praying to set aside the order passed in the Writ Petition No. 52983/2016 dated 18.04.2017. Upon hearing the matter, the court has modified the impugned order and directed the Assistant Commissioner to decide as to whether the said appeal was filed by a dead person or not. If the appeal is filed by a living entity, the Assistant Commissioner shall decide the appeal on merits. With the above direction, the writ appeal is disposed of.

76. Petition dated 05.07.2017 and Order dated 17.07.2017 passed in Writ Petition No. 29775/2017 & Writ Petition Nos. 30009-10/2017 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (i) The State of Karnataka, Revenue Department, represented by its Chief Secretary (ii) The Assistant Commissioner, Bangalore North Sub-Division (iii) The Special Tahasildar, Bangalore (iv) Standard Bricks & Tiles Company, Yelahanka (v) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi of Sri Ramalingeshwara Mutt, Haranahalli, Shivamogga District as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) This petition has been filed by the petitioner praying to issue writ in the nature of certiorari or any other appropriate writ, order or direction or direction to quash the Order dated 30.06.2017 in RA (BNA) No. 12/2015-16 pending before the 2<sup>nd</sup> Respondent and issue any other appropriate order as are just and appropriate in the circumstances of the case and in the interest of justice and equity (Note: Upon requisition of the Order dated 30.06.2017 passed in RA (BNA) No. 12/2015-16, we have been informed by Krishnapriya Estates Pvt. Ltd that the said order is not available).
- 2) On 17.07.2017, court has passed an order stating that both parties are directed to appear before the Assistant Commissioner on 28.07.2017. The Assistant Commissioner is also directed to dispose of the main matter itself in case the finding on the preliminary question goes in favour of the appellant as



expeditiously as possible, at any rate within a period of four weeks thereafter.  
With the above observations and direction, these writ petitions are disposed of.

77. Order dated 11.09.2017 passed in Writ Petition No. 40098/2017 & Writ Petition Nos. 40594-40595/2017 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi, Ramalingeshwara Mutt, Haranahalli, Shivamogga District (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) This petition has been filed by the petitioner praying to quash the Order dated 21.08.2017 in RA (BNA) No. 12/2015-16 pending before the 2<sup>nd</sup> Respondent and etc., (Note: Upon requisition of the Order dated 21.08.2017 passed in RA (BNA) No. 12/2015-16, we have been informed Krishnapriya Estates Pvt. Ltd that the said order is not available).
- 2) On 11.09.2017, court has passed an order stating that they have not found any merit in these writ petitions and therefore, dismissed.

78. Judgement dated 01.07.2019 passed in Writ Appeal Nos. 5875-5877/2017 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Sha Bra Chandra Mouleshwara Shivacharya Swamy, Matadipathi, Ramalingeshwara Mutt, Haranahalli, Shivamogga District (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) This appeal has been filed by the appellant praying to set aside the Order passed in WP No. 40098/2017 and WP Nos. 40594-595/2017 dated 11.09.2017.



2) On 01.07.2019, the court has observed as follows:

- In the above-mentioned Writ Petition, there is a direction to the Assistant Commissioner to declare whether 5<sup>th</sup> Respondent is a living entity or not. With regard to the extent as to whether the earlier order passed directing the Assistant Commissioner to give a finding as to whether the 5<sup>th</sup> Respondent is a living entity or not, the court held that it is the civil court which has to declare. With these observations appeals stand disposed of. The Order dated 21.08.2017 passed in RA (BNA) 12/2015-16 is liable to be set aside, accordingly set aside.
- The 5<sup>th</sup> Respondent has filed a suit wherein he has sought for declaration to obtain decree and declaration, it is between the parties to put forth their case before the appropriate court. Consequently, the learned single judge who has passed an order that the Assistant Commissioner has complied with the direction is also liable to be set aside, accordingly set aside.
- If the 5<sup>th</sup> Respondent has the apprehension that the appellant would create third party interest or he may sell property, with regard to the same, it is for him to make necessary application before the civil court to obtain necessary orders.
- The 6<sup>th</sup> Respondent is at liberty to make necessary application/petition/appeal, etc., and if such application/petition/appeal is made, the same shall be considered and disposed of in accordance with law.
- With these observations appeals stand disposed of.

79. Order dated 08.03.2021 passed in Case No. RA (BNA)12/2015-16 filed by Sri Sha Bra Chandramouleshwara Shivacharya Mahaswamy, Matadhipathi of Ramalingeshwara Mutt, Harnahalli, Shivamogga District as 'Appellant' against (1) The Special Tahasildar, Bangalore North Addl. Yelahanka Taluk, Bangalore (2) Standard Bricks and Tiles Co., Yelahanka, Bangalore North Taluk, Bangalore (3) Mr. K.V. Jayaprakash by the Court of the Assistant Commissioner, Bangalore North Sub-Division, Bangalore provides that the appellant has filed this appeal under Section 136(2) of The Karnataka Land Revenue Act



challenging the MR No. 70/2003-04 in respect of the land bearing Survey Nos. 151, 152 & 103 all are situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk. Further, the foregoing court has considered the above-mentioned writ petitions, writ appeal and perusing the Judgement passed in Writ Appeal Nos. 5875-5877/2017 has ordered that the contentions urged by the impleading applicant to consider his claim for transfer of katha cannot be examined in this proceeding. Accordingly, the application made by the impleading applicant is liable to be rejected and the proceedings has been closed.

80. Petition dated 03.04.2021 and Order dated 02.07.2021 passed in Writ Petition No. 7245/2021 filed by Mr. K.V. Jayaprakash as 'Petitioner' against (1) The State of Karnataka, Revenue Department, represented by its Chief Secretary (2) The Assistant Commissioner, Bangalore North Sub-Division (3) The Special Tahasildar, Bangalore North Additional Yelahanka, Bangalore (4) Standard Bricks & Tiles Company, Yelahanka (5) Sri Chandra Mouleshwara Shivacharya Mahaswamigalu @ Shivalingeshwara Shivacharya Mahaswamigalu (6) Sri Neelakanta Saranga Desikendra Mahaswamigalu, Matadipati, Peetadipati, Uttaridikari and Sarvadikari of Ramalingeshwara Mutt, Harnahalli, Honnali Taluk, Shimoga District as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) This petition has been filed by the petitioner praying to call for entire records from the 2<sup>nd</sup> Respondent and quash the entire proceedings before the 2<sup>nd</sup> Respondent.
- 2) The court has observed and held as follows:
  - On perusal of the affidavit filed by the 2<sup>nd</sup> Respondent, this court is of the considered view that no further orders would be required, and the petition must be closed recording the closure of the proceedings in RA (BNA) No. 12/2015-16 by the 2<sup>nd</sup> Respondent on 08.03.2021 without any orders on merits.
  - The learned counsel for the petitioner submits that copy of the order dated 08.03.2021 is not furnished despite a copy of application being filed. However, the learned Additional Government Advocate submits that a certified copy of the order dated 08.03.2021 would be issued in the normal course, and in any event if a fresh application is made, he would instruct



the office of the 2<sup>nd</sup> Respondent to issue the certified copy of the order dated 08.03.2021 without any delay.

- This submission is taken on record, and the petition stands disposed of.

**PART IV - SUIT FILED FOR PERMANENT INJUNCTION**

81. Complaint dated 17.10.1995, Order Sheet and Order dated 07.06.2001 passed in OS No. 6999/1995 filed by (1) Mr. D. Shivanna S/o Mr. Durgaiah (2) Mr. K. Papireddy S/o Mr. Rama Reddy as 'Plaintiffs' against (1) Mr. B.M. Sundaraiah Mudaliar, Yelahanka Tiles Factory, Yelahanka, Bengaluru North Taluk (2) Mr. Allalassandra Ramareddy (3) The Standard Bricks and Tile (Yelahanka) Private Limited, Yelahanka, Bengaluru North Taluk before the Court of the Additional City Civil Judge at Bangalore provides as below:

- i. The plaintiffs had filed this suit for seeking a decree for permanent injunction against the defendants restraining them, their agents, and henchmen from interfering with their peaceful possession and enjoyment of the suit schedule property i.e., Survey No. 152 measuring 18 Acres 1 Gunta situated at Yelahanka, Bangalore North Taluk in terms of Agreement dated 19.03.1984 executed by Ramalingeswara Mutt rep. by its GPA Holder Mr. Srikanta Sastry in favour of the plaintiffs.
- ii. Further, the plaintiffs had filed I.A. No. 1 under Order 39 Rules 1 & 2 of CPC to grant ad interim order of injunction against the defendants till pending disposal of the suit. Upon service of court summons, defendant No. 1 placed exparte, defendant No. 2 put in his appearance through counsel and did not file written statement and objections to the I.A. No. 1. The Defendant No. 3 got impleaded himself in this suit and had filed written statement as well as objections to I.A. No. 1 contending that there is no existence of Ramalingeswara Mutt as alleged in the plaint and stated that they are the absolute owners of the suit schedule property by virtue of sale deeds executed in their favour by various vendors. However, an order of temporary injunction dated 19.10.1995 was granted in this suit.



- iii. Hence, defendant No. 3 filed an I.A. No. 4 under Order 39 Rule 4 of CPC praying to vacate the exparte order of temporary injunction for which plaintiff had filed their objections reiterating the same plaint averments.
- iv. Further, arguments were heard from both sides and upon persual of documents placed before the court, the I.A. No. 1 has been rejected and I.A. No. 4 has been allowed as no injury to the plaintiff will be caused for the simple reason that the plaintiff has not established prima facie and balance of convenience in their favour.
- v. Furthermore, Order sheet provided states that the said suit has been dismissed for non-prosecution on 18.07.2005.
82. Miscellaneous Petition dated 05.08.2005 and Order Sheet in Misc. 469/2005 filed by Mr. Papi Reddy K as 'Petitioner' against (1) Mr. B.M. Sundaraiah Mudaliar (2) Mr. Allalsandra Rama Reddy (3) The Standard Bricks & Tile (Yelahanka) Private Limited (4) Mr. D. Shivanna as 'Respondents' before the Court of Additional Civil Judge at Bangalore provides that the petitioner had filed this miscellaneous case to recall the order dated 18.07.2005 passed in O.S. No. 6999/1995 and restore the said suit and dispose of the same on merits in accordance with law. Further, the foregoing miscellaneous case has been dismissed on 25.07.2007 for non-prosecution by the petitioner.
83. Plaint dated 04.02.2005 and Order Sheet in Original Suit bearing No. 15374/2005 filed by (1) Mr. V.S. Shanmugam (2) Mr. V.S. Surender (3) Mr. V.S. Gautam as 'Plaintiffs' against (1) Dalit Sangharsha Samithi (2) Mr. David (3) Mr. Nagaraja (4) Mr. K. Muniraju (5) Samatha Sainika Dhala (6) Mr. Keshava Murthy (7) The State of Karnataka, Revenue Department represented by its Secretary (8) The Special Deputy Commissioner, Bangalore Urban District (9) The Assistant Commissioner, Bangalore (10) The Tahasildar, Yelahanka, Bangalore North Taluk as 'Defendants' before the Court of the City Civil Judge at Bangalore states as below:
- 1) The plaintiffs had filed this suit praying for a judgement and decree of permanent injunction restraining the defendants, its agents and henchmen from encroaching or interfering with the peaceful possession and enjoyment of the plaintiffs over the suit schedule property (i.e., Survey No. 153 measuring 5 Acres 36 Guntas



situated at Yelahanka, Bangalore North Taluk) and to grant such other or further relief as this Honorable Court may deem fit; award cost of this suit in the interest of justice and equity.

- 2) Furthermore, Order sheet provided states that the said suit has been dismissed as withdrawn on 27.02.2006.

84. **Plaint dated 04.02.2005 and Order Sheet in Original Suit bearing No. 15375/2005 filed by Standard Bricks & Tiles (Yelahanka) Private Ltd as 'Plaintiff' against (1) Dalit Sangharsha Samithi (2) Mr. David (3) Mr. Nagaraja (4) Mr. K. Muniraju (5) Samatha Sainika Dhala (6) Mr. Keshava Murthy (7) The State of Karnataka, Revenue Department represented by its Secretary (8) The Special Deputy Commissioner, Bangalore Urban District (9) The Assistant Commissioner, Bangalore (10) The Tahasildar, Yelahanka, Bangalore North Taluk as 'Defendants' before the Court of the City Civil Judge at Bangalore states as below:**

- 1) The plaintiff had filed this suit praying for a judgement and decree of permanent injunction restraining the defendants, its agents and henchmen from encroaching or interfering with the peaceful possession and enjoyment of the plaintiffs over the suit schedule property (i.e., Survey Nos. 152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A & 152/10B admeasuring 13 Acres 14 Guntas situated at Yelahanka, Bangalore North Taluk) and to grant such other or further relief as this Honorable Court may deem fit; award cost of this suit in the interest of justice and equity.
- 2) Furthermore, Order sheet provided states that the said suit filed by the plaintiff against the defendants has been dismissed on 17.01.2006, as cause of action as set out did not continue to survive.

85. **Plaint dated 04.01.2005 and Judgement dated 22.11.2012 in Original Suit bearing No. 116/2005 filed by (1) Mr. H. Marappa (2) Mr. G. Guruswamy (3) Mr. David (4) Mr. Charles (5) Mr. M. Suresh as 'Plaintiffs' against (1) State of Karnataka, Revenue Department represented by its Secretary (2) The Deputy Commissioner, Bangalore Urban District (3) The Assistant Commissioner, Bangalore North Sub-Division (4) The Tahasildar, Bangalore**



North Taluk (Addl.), Yelahanka, Bangalore (5) Standard Bricks & Tiles, Yelahanka, Bangalore (6) Mr. K.V. Jayaprakash as 'Defendants' states as below:

- 1) The plaintiff had filed this suit praying for a judgement and decree against the defendants:
  - Declaring that the suit schedule property i.e., government gomal land bearing Survey No. 152 (Survey Nos. 152/1 to 152/13) measuring 13 Acres 14 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk is a government land and to reserve the schedule government land for public purposes;
  - Declare that the alleged sale transaction in respect of the schedule government land in the form of sub-divisions vide Survey Nos. 152/1 to 152/13 in favour of 5<sup>th</sup> Defendant is illegal and no valid right or title is conferred upon the 5<sup>th</sup> Defendant and it is not binding on the plaintiffs and the general public at large;
  - Pass an order for mandatory injunction to demolish the stone compound wall and /or any other structure constructed by the 5<sup>th</sup> Defendant and its workmen on the schedule government land or any portion thereof at the cost of 5<sup>th</sup> Defendant and on its failure, this Hon'ble Court through the Court agency may demolish the compound wall or structure in the schedule lands at the cost of 5<sup>th</sup> Defendant;
  - Grant consequential permanent injunction restraining the 5<sup>th</sup> Defendant, their agents, power of attorney holders, representatives, workers, henchmen, supporters and anybody acting on their behalf from trespassing, interfering, encroaching or putting up construction of compound wall or any other structure on the government schedule land or otherwise alienating, transferring or creating any charge or encumbrance on government schedule land in favour of others on the basis of created and forged documents;
  - Pass such other order as this Hon'ble Court may deem fit in the facts and circumstances of the case, including costs of this suit in the interest of justice and equity.



*[Handwritten signature]*

2) Further, the court based on the pleadings made out by both the parties and has framed the following issues and its findings:

**Issues**

- Issue 1: Whether the plaintiff proves that the suit properties is a government land reserved for public purposes?
- Issue 2: Whether the sale transactions made in favour of 5<sup>th</sup> Defendant assigning to the suit land as Survey Nos. 152/1 to 152/13 are illegal the same are not binding on the general public?
- Issue 3: Whether the plaintiffs are entitled for mandatory injunction?
- Issue 4: Whether the plaintiffs are entitled for permanent injunction?
- Issue 5: What order or decree?

**Findings**

- For Issue Nos. 1 & 2: In the Negative.
- For Issue Nos. 3, 4 & 5: As per final order i.e., suit of the plaintiffs is dismissed.

86. Appeal dated 08.01.2012 and its Judgement dated 10.09.2015 passed in RFA No. 101/2013 filed by (1) Mr. H. Marappa (2) Mr. G. Guruswamy (3) Mr. David (4) Mr. Charles (5) Mr. M. Suresh as 'Appellants' against (1) State of Karnataka, Revenue Department represented by its Secretary (2) The Deputy Commissioner, Bangalore Urban District (3) The Assistant Commissioner, Bangalore North Sub-Division (4) The Tahasildar, Bangalore North Taluk (Addl.), Yelahanka, Bangalore (5) Standard Bricks & Tiles, Yelahanka, Bangalore (6) Mr. K.V. Jayaprakash as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) The appeal has been filed under Section 96 of CPC, against the Judgement and Decree dated 22.11.2012 passed in OS No. 116/2005 on the file of the XXVIII Addl. City Civil Judge, Bangalore dismissing the suit for declaration.
- 2) Further, the Court has pronounced its Judgement dated 10.09.2015 as hereunder:



- From the documents produced before the court, it is clear that 5<sup>th</sup> Respondent has purchased the suit schedule property. Thereafter, a portion of the suit schedule property has been sold in favour of the 6<sup>th</sup> Respondent. The Appellants have failed to establish their case. The Trial Court on proper consideration of the material on record has rightly dismissed the suit. Therefore, the impugned judgement and decree does not call for interference.
- Accordingly, the appeal is dismissed.

87. Complaint dated 07.12.2009 and Judgement dated 02.08.2012 passed in Original Suit bearing No. 7810/2009 filed by Mr. K.V. Jayaprakash as 'Plaintiff' against (1) Dalith Sangharsh Samithi (Samyojaka) (2) Mr. H. Marappa (3) Mr. David (4) Mr. Nagaraja (5) Mr. K. Muniraju as 'Defendants' states as below:

1) The plaintiff had filed this suit praying for a judgement and decree against the defendants for the following reliefs:

- For a decree of permanent injunction restraining the defendants, their agents/servants or anybody claiming under or through them from interfering, dispossessing or taking forcible possession of the plaintiff in respect of the suit schedule property i.e., land bearing Survey Nos. 152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B admeasuring 9 Acres 16 Guntas all contiguous and situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk and land bearing Survey No. 153 measuring 5 Acres 36 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bangalore North Taluk in any manner whatsoever;
- For a decree of permanent injunction restraining the defendants, their agents/servants or anybody claiming under or through them from trespassing or committing act of trespassing by entering inside the suit schedule property and undertaking for excavation and also attempting to put up construction on the suit schedule property;
- For costs and such other reliefs as this Hon'ble Court deems fit to grant in the circumstances of the case, in the interest of justice and equity.



2) Further, the court based on the pleadings made out by both the parties and has framed the following issues and its findings:

**Issues**

- Issue 1: Whether the plaintiff proves that he was in lawful possession of the suit schedule property as on the date of the suit?
- Issue 2: Whether the plaintiff proves the alleged interference of the defendants?
- Issue 3: Whether the plaintiff is entitled for the relief of permanent injunction?
- Issue 4: What order or decree?

**Findings**

- For Issue Nos. 1, 2 & 3: In the Negative.
- For Issue No. 4: As per final order, the suit of the plaintiff is dismissed.

It has been observed from the order that the defendants have disputed the very title of the suit schedule property of the vendor of the plaintiff and the title & possession of the plaintiff over the said property, even then the plaintiff has continued the suit for bare permanent injunction. Therefore, the suit for bare permanent injunction is not a proper remedy to the plaintiff in the facts and circumstances of the present suit. Hence, the plaintiff who has approached the court, has utterly failed to prove his lawful possession over the suit schedule property as on the date of the suit. When the plaintiff has failed to prove his lawful possession over the suit schedule property, the question of interference by the defendants does not arise. Considering the dispute regarding the title and the various suits instituted before the civil court and matters pending before the revenue authority and pendency of Writ Petition before the Hon'ble High Court, it is not a fit case to grant the relief of permanent injunction as prayed for the plaintiff.



88. Appeal dated 23.08.2012 in RFA No. 1446/2012 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) Dalith Sangharsh Samithi (Samyojaka) (2) Mr. H. Marappa (3) Mr. David (4) Mr. Nagaraja (5) Mr. K. Muniraju as 'Respondents' before the High Court of Karnataka at Bangalore states as below:

- 1) The Appellant has filed this appeal before the court praying to (i) set aside the judgement and decree dated 02.08.2012 passed by the XLII Additional City Civil & Sessions Judge at Bangalore in OS No. 7810/2009 (ii) Call for the records of the court (iii) Allow the appeal by granting a decree for injunction (iv) Cost of the appeal.
- 2) The Parties have filed Joint Compromise Petition in this case on 03.10.2023 and the same is kept in abeyance and matter is posted for hearing.
- 3) The said RFA is pending for disposal. We advise that the said case be disposed.

89. Plaint dated 24.05.2022 filed in Original Suit bearing No. 3312/2022 by Sri Chandramouleshwara Shivacharya Swamigalu, Matadipathi of Sri Ramalingeshwara Mutt, Haranahalli, Shivamoga Taluk & District, Now Camp at No. 92/10, 12<sup>th</sup> C Main, 6<sup>th</sup> Block, Rajajinagar, Bengaluru – 560010 as 'Plaintiff' against (1) Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Shetty (2) Standard Bricks & Tiles Company Private Limited, Yelahanka, Bengaluru represented by its Director Mr. V.S. Surender (3) The Assistant General Manager, State Bank of India, Hyderabad, Telangana State as 'Defendants' before the Court of the City Civil Judge at Bengaluru provides that the plaintiff has filed this suit for permanent injunction restraining the defendants, their agents, servant, henchmen, heirs, representatives or any one claiming or acting through them from interfering with the peaceful possession and enjoyment of the suit schedule property i.e., land bearing Survey Nos. 151, 152, 153 & 103 admeasuring 19 Acres 1 Gunta situated at Yelahanka Village, Bengaluru North and for such other relief/s as this honorable court deems fit in the circumstances of the case. The foregoing suit is pending for disposal before the City Civil Court, Bangalore. Mr. K. V. Jayaprakash being the 2<sup>nd</sup> Defendant has filed his Written Statement and has filed objections to the Interlocutory Application filed by the Impleading Applicant. K. V. Jayaprakash has also filed an Interlocutory Application under Order 7 Rule 11 of the Civil Procedure Code for rejection of Plaint. The matter came up for hearing on 6<sup>th</sup> July, 2023 and the Hon'ble Court has passed the following Order –



*"The Defendant filed a Memo stating that Chandramouleshwara Shivacharya Swamigalu died on 28.09.2014 itself i.e., much earlier to filing of this suit.*

*In this regard in order to enquire about such submission made by the learned counsel for Defendant Nos. 1 and 2, notice was ordered against the counsel for Plaintiff.*

*The death certificate filed along with memo dated 15.06.2023 reveals about the death of Chandramouleshwara Shivacharya Swamigalu on 28.09.2014.*

*In this circumstance it is the duty of the Plaintiff to bring LRs of the deceased plaintiff or the Plaintiff has to withdraw the suit.*

*This suit being suit for permanent injunction, the same will survive if the LRs of the Plaintiff brought on record.*

*Here no such attempts were made and also no explanation is furnished with regard to the death of the Plaintiff.*

*Hence at this stage the suit is to be abated.*

*The Learned counsel for defendant has submitted that there was a fraud played in filing this suit. The Defendants are at liberty to initiate suitable action before proper forum of law.*

*The learned counsel impleading the proposed defendant pressed for hearing his IA U/O 1 Rule 10 of CPC.*

*As the suit is to be abated, the IA U/O 1 Rule 10 of CPC will not survive for consideration at this stage of the case.*

*Hence the Suit of the Plaintiff is abated."*

**PART V - SUIT FILED FOR SPECIFIC PERFORMANCE OF THE CONTRACT**



90. Complaint dated 08.07.2005, Compromise Petition dated 20.08.2005 and Order Sheet in O.S. No. 5113/2005 filed by Mr. K.V. Jayaprakash S/o K. Vishwanathaiah Setty as 'Plaintiff' against Standard Brick & Tile Co (Yelahanka) Private Limited rep. by its Joint Managing Director Mr. V.S. Surender as 'Defendant' before the Court of the City Civil Judge at Bangalore states as below:

- 1) The plaintiff has filed this suit for directing the defendant to execute the absolute sale deed in favour of the plaintiff in terms of the agreement of sale dated 19.12.1994 and 30.11.2002 of the suit schedule properties i.e., land bearing Survey Nos. 152/1A, 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B admeasuring 9 Acres 16 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk by way of specific performance of the contract.
- 2) At the intervention of well-wishers and mediators on both sides, compromise petition was filed by the parties to the suit, and they have arrived at a settlement and by virtue of which defendant has agreed to execute absolute sale deed in favour of the plaintiff and the suit has been decreed in terms of compromise on 25.08.2005.

91. Award dated 05.05.2008 passed in Arbitration Case No. 1/2007 in the matter of dispute in CMP 55/2006 filed by M/s. Purvankara Projects Limited as 'Claimant' against Mr. K.V. Jayaprakash as 'Respondent' before the High Court of Karnataka states as below:

- 1) The claimant had approached the High Court in CMP 55/2006 for specific performance of the agreement dated 20.10.2004 executed by the respondent with respect to the Schedule Property.
- 2) The court had appointed Justice K.R. Prasad Rao as arbitrator to adjudicate upon the dispute between the claimant company and the respondent vide its Order dated 07.12.2006.
- 3) Upon hearing the matter, arbitrator had passed an Award dated 05.05.2008 as hereunder:



- The claim petition is allowed granting only relief of refund of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) paid by the claimant to the respondent on 15.11.2004 with interest at 18% per annum from 15.11.2004 till the date of payment.
  - The respondent is directed to pay the said amount of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) to the claimant with interest at 18% per annum from 15.11.2004 till the date of payment.
  - The relief of specific performance sought for by the claimant is refused.
  - In the circumstances, the parties have been directed to bear their respective costs.

92. Judgement dated 25.06.2016 passed in A.S. No. 34/2008 filed by M/s. Purvankara Projects Limited as 'Petitioner' against (1) Mr. K.V. Jayaprakash (2) Justice Prasad Rao as 'Respondents' before the Court of IX Addl. City Civil and Sessions Judge at Bangalore states as below:

- 1) The petitioner has filed this petition under Section 34 of the Arbitration and Conciliation Act, 1996 to set aside the arbitral award dated 05.05.2008 passed by learned sole Arbitrator in Arbitration Case No. 1/2007 in the matter of dispute in CMP No. 55/2006 of High Court of Karnataka between Petitioner and Respondent No. 1.
- 2) In view of the findings of the court, an Order dated 25.06.2016 has been passed as A.S. No. 34/2008 filed by plaintiff under Section 34 of the Arbitration and Conciliation Act, 1996 is hereby dismissed with cost.

93. Judgement dated 29.06.2021 passed in M.F.A. No. 5370/2016 filed by M/s. Purvankara Projects Limited as 'Appellant' against (1) Mr. K.V. Jayaprakash as 'Respondent' before the High Court Karnataka at Bangalore states as below:



- 1) This MFA is filed under Section 37(1) of Arbitration and Conciliation Act against the Judgement and Award dated 25.06.2016 passed in A.S. No. 34/2008 on the file of the 9<sup>th</sup> Additional City Civil & Sessions Judge, Bangalore dismissing the petition filed under Section 34 of the Arbitration and Conciliation Act.
  - 2) The court has held that the impugned judgement of the trial court confirming the award of the Arbitral Tribunal cannot be held to be perverse warranting interference by this court under Section 37 of the Act. As a result, the appeal stands dismissed.
94. Order dated 04.10.2021 passed in Special Leave Petition to Appeal No. 14288/2021 filed by M/s. Puravankara Projects Limited as 'Petitioner' against Mr. K.V. Jayaprakash as 'Respondent' before the Supreme Court of India states that this appeal has been raised out of impugned final judgement and Order dated 29.06.2021 in MFA No. 5370/2016 passed by the High Court of Karnataka at Bangalore. Further, the Supreme Court of India has held that there is no good ground to interfere with the impugned order. Hence, the Special Leave Petition is dismissed.
95. Order dated 19.08.2022 & 25.01.2023 and Order Sheet in Commercial Execution No. 420/2021 filed by Puravankara Limited against Mr. K.V. Prakash before the Court of Commercial Court, Bangalore states as below:
- 1) Puravankara Limited has filed this execution petition seeking to recover the amount as per the Award dated 05.05.2008 passed in Arbitration Case No. 1/2007 by the sole arbitrator..
  - 2) The Court has ordered on 19.08.2022 as Mr. K.V. Jayaprakash to pay award amount of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) with interest @ 18% p.a. as per the award from 15.11.2004 till this day for Rs. 45,00,000/- on Rs. 2,50,00,000/- for every 365 days till this day.
  - 3) The Court has ordered on 25.01.2023 as the instant Execution Petition is closed as Mr. K.V. Jayaprakash has paid the full amount in pursuance of the orders passed by this court and the award.



**PART VI – PROCEEDINGS BEFORE DEBTS RECOVERY TRIBUNAL - I, BANGALORE**

96. Final Order dated 20.09.2022 passed in S.A. No. 384/2022 filed by Mr. K.V. Jayaprakash as 'Appellant' against (1) The Chairman, State Bank of India, Mumbai (2) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (3) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (4) The Authorized Office and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad (5) Bagmane Developers Private Limited as 'Respondents' before the Debts Recovery Tribunal – I, Bangalore states as below:

- 1) The Appellant herein had mortgaged the Item Nos. 2 & 3 Properties as collateral property on behalf of the borrower i.e., Coastal Projects Limited in favour of State Bank of India 'Bank' vide Memorandum relating to Deposit of Title Deeds (MODT) dated 24.01.2013, registered as Document No. GAN-1-03419-2012-13 stored in CD No. GAND148 in the Office of Senior Sub-Registrar, Gandhinagar, Bangalore.
- 2) Pursuant thereto, the borrower had defaulted in repayment of the amount and by virtue of the said properties were treated as Non-Performing Asset (NPA) by the bank and initiated proceedings under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ('SARFAESI Act').
- 3) Then, the said properties were auctioned by the bank after following due procedure and the Sale Notice dated 08.04.2022 was issued by the bank in favour of Bagmane Developers Private Limited who is the 5<sup>th</sup> Respondent herein.
- 4) Thereafter, the appellant herein has filed this appeal under Section 17 of the SARFAESI Act seeking to declare that the Sale Notice dated 08.04.2022 and the subsequent public notice dated 12.04.2022 published in newspapers on 14.04.2022 are not the valid notices under mandatory provisions of the SARFAESI Act and Rules and consequently to set aside the sale dated 29.04.2022 issued by the 4<sup>th</sup> Respondent accepting the sole bid for Rs. 135.50 crore being illegal, arbitrary, fraudulent and contrary to law and rules.
- 5) Upon examining the facts and circumstances, the tribunal has ordered in the said appeal as hereunder:



- This appeal stands allowed, by quashing and setting aside the sale notice dated 08.04.2022 and the subsequent public notice dated 12.04.2022 published in the newspapers on 14.04.2022 and the auction sale conducted on 29.04.2022 as well as the sale certificate, if any, issued by the Respondent Bank with regard to the said properties.
- As the sale was set aside, two months' time is granted to the appellant to discharge the liability of the Respondent Bank as undertaken by him. If the borrower / guarantor pays the amounts due to the Respondent Bank, the property in question will be redeemed. If the aforesaid amounts are not paid within the aforesaid two months, the Respondent Bank shall be at liberty to proceed with the sale of the property in question following due procedure under the law.
- However, Respondent Bank is directed not to burden the Appellant with the expenses incurred by the Respondent Bank for publication and other charges incurred in connection with the sale notice dated 12.04.2022 published in the newspapers on 14.04.2022.
- The Respondent Bank is directed to refund the amount deposited by the auction purchaser with interest at 9% p.a. from the date of payment by auction purchaser till the date of its refund within 8 weeks.
- Interim order, if any, stands vacated. Pending IAs, if any, also stand closed.

97. Memorandum of Appeal dated 27.10.2022 under Section 18 of the SARFAESI Act in R.A. (S.A) No. 50/2022 filed by Bagmane Developers Private Limited as 'Appellant' against (1) Mr. K.V. Jayaprakash (2) The Chairman, State Bank of India, Mumbai (3) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (4) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (5) The Authorized Officer and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad as 'Respondents' before the Debts Recovery Appellate Tribunal at Chennai provides that the appellant has sought for the relief as this tribunal may be pleased to set aside the Order dated 20.09.2022 passed in SA No. 384/2022 on the file of D.R.T – I at Bangalore and pass such other orders as deemed fit in the circumstances of the case and



thus render justice. The said Appeal was dismissed on 23<sup>rd</sup> August, 2023 by confirming Order dated 20.09.2022 passed in SA 384/2022.

98. Meanwhile, Bagmane Developers Private Limited as 'Petitioner' had filed Writ Petition No. 25329/2022 against (1) Mr. K.V. Jayaprakash (2) The Chairman, State Bank of India, Mumbai (3) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (4) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (5) The Authorized Officer and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad as 'Respondents' before the High Court of Karnataka at Bangalore praying to set aside the Order dated 20.09.2022 passed in SA No. 384/2022 on the file of DRT – I at Bangalore and direct the respondent bank to accept the deposit amount refunded from the petitioner by furnishing the bank account to transfer the amount and also balance 75% deposit as per the direction of this court and to issue sale certificate to the petitioner as successful bidder. Further, the foregoing court has ordered on 23.01.2023 and it states as below:

- 1) In the light of the order of the DRT and the borrower/guarantor repaying the entire amount to the bank and the fact that the auction purchaser is before the DRAT, it is needless to observe that any further action regarding the property in question taken by the bank or the guarantor/borrower would remain subject to the result of the appeal pending before the DRAT.
- 2) Accordingly, petition stands disposed. All contentions raised in the present petition shall remain open to be urged before the DRAT.

99. Memorandum of Appeal dated 11.10.2022 under Section 18 of the SARFAESI Act in R.A. (S.A) No. 384/2022 filed by (1) The Chairman, State Bank of India, Mumbai (2) The Managing Director, Stressed Assets Resolution Group, State Bank of India, Mumbai (3) The Deputy General Manager, Stressed Assets Management Branch – II, Hyderabad (4) The Authorized Officer and Assistant General Manager, Stressed Assets Management Branch – II, Hyderabad as 'Appellants' against (1) Mr. K.V. Jayaprakash (2) Bagmane Developers Private Limited as 'Respondents' before the Debts Recovery Appellate Tribunal at Chennai provides that the appellants have sought for the relief as this tribunal may be pleased to set aside the Order dated 20.09.2022 passed in SA No. 384/2022 on



the file of D.R.T – I at Bangalore and pass such and other orders as deemed fit in the circumstances of the case and thus render justice. Further, the said appeal is withdrawn.

**PUBLIC NOTICE**

100. We have published Public Notice dated 24.02.2023 in the English daily newspapers of Times of India & Deccan Herald and Kannada daily newspaper Vijaya Karnataka stating that Krishnapriya Estates Pvt. Ltd is the absolute owner of the Schedule Property and any persons including an individual, a Hindu Undivided Family, a company, banks, financial institution(s), non- banking financial institution(s), a firm, an association of persons or a body of individuals whether incorporated or not, lenders and/or creditors having any objection, claim, right, title and/or interest in respect of said Property or any part or portion thereof by way of sale, memorandum of understanding, exchange, mortgage, pledge, charge, gift, trust, inheritance, succession, possession, lease, tenancy, maintenance easement, license, bequeath, share, assignment, lien, attachment, development rights, right of way, lis pendens, reservation, agreement, FSI consumption, development rights, or any liability or commitment or otherwise or demand of any nature whatsoever are hereby requested to inform the same in writing, supported with the original documents, to the undersigned having their office at 6/12, Gurappa Avenue, Primrose Road Bengaluru 560 025 within a period of fourteen (14) days from the date of publication of this notice, failing which, the claim or claims, if any, of such person or persons shall be considered to have been waived and/or abandoned.

We have received the following Objections in furtherance to the Public Notice issued by us and we have not received instructions to cause any response to the following Objections:

- 1) Pursuant to our Public Notice, D.L.J. & Associates, Advocates have issued a Public Notice dated 01.03.2023 on behalf of their client Bagmane Developers Private Limited (the details of the same has been captured in the subsequent paragraph);
- 2) Objections / Reply dated 03.03.2023 issued by Advocate H. R. Vishwanath on behalf of Chandramouleshwara Shivacharya Swamiji of Ramalingeshwara Mutt



stating that Chandramouleshwara Shivacharya Swamiji of Ramalingeshwara Mutt is the owner of the properties mentioned in the Public Notice;

- 3) Objections/Reply dated 06.03.2023 from M.R.N Associates, Advocates on behalf of their Client Sri Ramalingeshwara Mutt, represented by its Mathadipathi Sri Neelakanta Saranga Desikendra Mahaswamigalu, Haranahalli, Honnalli Taluk, Shimoga District stating that the said Mutt is the owner of the subject property; and
- 4) Objections/Reply dated 06.03.2023 from Advocate Sanjay Nair stating that his client M/s. Puravankara Limited has preferred a Commercial Appeal in Com. A. P. No. 35/2023 against the calculations made by K. V. Jayaprakash and acceptance of the same by the executing Court as well as the closure of Comm. Execution Case No. 420/2021 on 25.01.2023 and that the said Appeal is pending for adjudication.

101. D.L.J. & Associates, Advocates on behalf of their client Bagmane Developers Private Limited has published Public Notice dated 01.03.2023 in the English daily newspaper of Times of India with respect to the Item Nos. 2 & 3 Properties to kindly take notice of the litigations pending and the Order passed by the High Court of Karnataka before proceeding to deal with or transact with the said properties, if otherwise the same would be at your own risk and cost. Upon perusal of the foregoing notice and the record of events mentioned hereinabove, we are of the opinion Bagmane Developers Private Limited has mis-led the public at large by authorizing their advocates to issue this notice.

102. We have the following observations pertaining to the objections received in furtherance of the publication of the public notice as under:

- a. *Objections by way of Public Notice dated 01 March 2023 issued by D.L.J. & Associates, Advocates on behalf of Bagmane Developers Pvt Ltd – It has been stated in the foregoing Public Notice that Bagmane Developers Pvt Ltd has purchased the subject property under e-auction held on 29.04.2022 conducted by State Bank of India under the provisions of SARFESI Act. The public was cautioned to take note of the cases that S. A. 384/2022 before Debts Recovery Tribunal, R. A. 50/2022 filed before DRAT and W. P. No. 25329/2022 and that it is subject to the Order passed by DRAT in R. A. 50/2022. We note that the said case bearing R. A. No. 50/2022 filed before DRAT is disposed and the Appeal period has expired and Order*



*has reached its finality. Hence, no response is warranted for this Objection raised by Bagmane Developers Pvt. Ltd in the form of Public Notice.*

- b. Objections / Reply dated 03 March 2023 issued by Advocate H. R. Vishwanath, on behalf of their client Chandramouleshwara Shivacharya Swamiji, Matadhipathi of Sri. Ramalingeshwar Mutt; and*
- c. Objections / Reply dated 06 March 2023 from M.R.N Associates, Advocates, on behalf of their client Ramalingeshwar Mutt.*

We note that the Objections referred in Sl. No. b and c are relating to Ramalingeshwara Mutt and the same had reached its finality as the case has been abated for the presence of Plaintiff. As the Plaintiff has demised, the objection has become infructuous and does not warrant any response.

- d. Objections / Reply dated 06 March 2023 from Advocate Sanjay Nair - Regarding Objections received from Advocate Sanjay Nair on behalf of M/s Puravankara Limited.*

We note that the objection referred in Sl. No. d is related to Execution Case filed by Purvankara and the same is closed against the payment made by Jayaprakash. The claims if any is only towards the difference amount payable by K. V. Jayaprakash. However, there are no claims on the property. In case of any further claims by Purvankara, that will be against K. V. Jayaprakash and not on the property. Hence this notice does not warrant any response. Further the commercial appeal in this regard is still pending before the High Court and the same shall be dealt accordingly.

**REVENUE DOCUMENTS**

103. Record of Rights, Tenancy and Crops (RTC) with respect to land parcels mentioned in the table below situated at Yelahanka Village, Yelahanka Hobli, Yelahanka Taluk reflects the following:

Sl. No.	Survey No.	Year	Name as per column No. 9
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1.	152/1	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96	The Standard Brick and Tile Company
2.	152/2	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96	The Standard Brick and Tile Company
3.	152/3	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96	The Standard Brick and Tile Company
4.	152/3	1966-67 to 1970-71 1976-77 to 1981-82 1992-93 to 1995-96	The Standard Brick and Tile Company
5.	152/4	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1992-93 to 1995-96	The Standard Brick and Tile Company (Note: in the RTC from 1992-93 to 1995-96, it is mentioned as Government land due to the pending 79 A & B Proceedings, which later got dismissed)
6.	152/5	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96	The Standard Brick and Tile Company (Note: in the RTC from 1992-93 to 1995-96, it is mentioned as Government land)
7.	152/6	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96	The Standard Brick and Tile Company (Note: in the RTC from 1992-93 to 1995-96, it is mentioned as Government land)



8.	152/7	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1987-88 to 1988-89 1992-93 to 1995-96	The Standard Brick and Tile Company  (Note: in the RTC from 1992-93 to 1995-96, it is mentioned as Government land)
9.	152/10	1966-67 to 1970-71 1971-72 to 1975-76 1976-77 to 1981-82 1992-93 to 1995-96 1997-98 to 1999- 2000	The Standard Brick and Tile Company  (Note: in the RTC from 1992-93 to 1995-96, it is mentioned as Government land)

104. Record of Rights, Tenancy and Crops (RTC) with respect to land parcels mentioned in the table below situated at Yelahanka Village, Yelahanka Hobli, Yelahanka Taluk reflects the following:

Sl. No.	Survey No.	Year	Name as per column No. 9
10.	152/1A	1997-98 to 2000-01 2009-10 to 2019-20	The Standard Brick and Tile Company
11.	152/1B	1998-99 to 2001-02 2001-02 to 2022-23	N.A. Kharab
12.	152/2A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
13.	152/2B	1997-98 to 2000-01 2001-02 to 2022-23	N.A. Kharab
14.	152/3A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
15.	152/3B	1998-99 to 2001-02 2001-02 to 2022-23	N.A. Kharab



16.	152/4A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
17.	152/4B	2001-02 to 2022-23	N.A. Kharab
18.	152/5A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
19.	152/5B	1997-98 to 2000-01 2001-02 to 2022-23	N.A. Kharab
20.	152/6A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
21.	152/6B	1998-99 to 2001-02 2001-02 to 2022-23	N.A. Kharab
22.	152/7A	1997-98 to 2000-01 2001-02 to 2013-14 2015-16 to 2022-23	The Standard Brick and Tile Company
23.	152/7B	1998-99 to 2001-02 2001-02 to 2022-23	N.A. Kharab
24.	152/10A	1997-98 to 2000-01 2001-02 to 2022-23	The Standard Brick and Tile Company
25.	152/10B	1998-99 to 2001-02 2001-02 to 2022-23	N.A. Kharab

105. Record of Rights, Tenancy and Crops (RTC) with respect to Survey No. 153, situated at Yelahanka Village, Yelahanka Hobli, Yelahanka Taluk reflects the following:

Sl. No.	Survey No.	Year	Name as per column No. 9
26.	153	2001-02 to 2017-18	V.N. Sundar



27.	153	2018-19 to 2022-23	V.N. Sundar and K.V. Jayaprakash
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**ANCILLIARY DOCUMENTS**

106. The 'Survey No. 152 series' and 'Survey No. 153' coming under the jurisdiction of Bruhat Bengaluru Mahanagara Palike (BBMP), have been issued with Khatha bearing No. 4/152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 in the name of Mr. K.V. Jayaprakash vide Khatha Certificate dated 04.07.2009 bearing No. DA/96/2009-10 issued by the Office of Assistant Commissioner, Revenue Department, Yelahanka Sub-Division, BBMP. Further, House and Vacant Site Record Book (Tax Demand Register) for the period 2008-09 issued on 13.07.2009 by the Assistant Revenue Officer, Revenue Department, Yelahanka Sub-Division, Bruhat Bangalore Mahanagara Palike (BBMP) provides that Mr. K.V. Jayaprakash as the owner of Property bearing No. 4/152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 measuring 14 Acres 26 Guntas and an amount of Rs. 1,89,918/- has been assessed as tax payable for the said property.
107. Property tax paid receipt dated 03.11.2009 bearing No. 952593 issued by the BBMP, Yelahanka Sub-Division states that the property tax for the period from 2007-08 to 2009-10 has been paid by Mr. K.V. Jayaprakash with respect to Khatha bearing No. 4/152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153.
108. Digital copy of Property tax paid receipt dated 26.05.2020 bearing No. 20211561933 issued by the BBMP, Revenue Department states that the property tax for the period 2020-2021 has been paid by Mr. K.V. Jayaprakash with respect to Khatha bearing No. 4/152/1AB to 7AB, 10AB.
109. Digital copy of Property tax paid receipt dated 18.01.2023 bearing No. 22233552314 issued by the BBMP, Revenue Department states that the property tax for the period 2022-2023 has been paid by Mr. K.V. Jayaprakash with respect to Khatha bearing No. 4/152/1AB to 7AB, 10AB.



110. Endorsement dated 05.03.1997 bearing No. L.R.F. 285/96-97 issued by the Office of Special Tahasildar, Bangalore Taluk (Addl), Bangalore provides that Nil Tenancy Endorsement with respect to Survey Nos. 152/1 to 152/7, 152/10 & 153 situated at Yelahanka Village cannot be issued as the records in the foregoing authority has been dilapidated.
111. Endorsement dated 28.07.2004 bearing No. BDA: SLAO: A4: PR: 251: 2004-05 issued by the Special Land Acquisition Officer, Bengaluru Development Authority, Bengaluru states that there is no acquisition notification which has been issued with respect to the land bearing Survey Nos. 152/1 to 152/7, 152/10 & 153 situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk by the foregoing authority for its developmental activities.
112. Endorsement bearing No. BDA(LAO)516/2023-24 dated 06.09.2023 issued by the Assistant Commissioner, Land Acquisition, Bangalore Development Authority, Bengaluru states that there is no acquisition notification which has been issued with respect to the land bearing Survey Nos. 152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk by the foregoing authority for its developmental activities.
113. Endorsement bearing No. KHB/LAO/Yelahanka/(152&others)/2023-24 dated 19.09.2023 issued by Special Land Acquisition Officer, Karnataka Housing Board (KHB), Bangalore records that there are no acquisition proceedings initiated by KHB with respect to the property bearing Survey No. 152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 of Yelahanka Village.
114. Endorsement bearing No. Bangalore/SLAO-2/1653/2023-24 dated 28.08.2023 issued by Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board (KIADB), Bangalore records that there are no acquisition proceedings initiated by KIADB with respect to the property bearing Survey No. 152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 of Yelahanka Village.



115. Endorsement bearing No. LAQ/NH-44 (Old No. 07)/C.R./29/2023-24 dated 12.09.2023 issued by Special Land Acquisition Officer, National Highway Authority of India (NHAI), Bangalore records that there are no acquisition proceedings initiated by NHAI with respect to the property bearing Survey No. 152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 of Yelahanka Village for the formation of NH-44 (Old No. 07).
116. Endorsement bearing No. BMRCL/155/RTI/2023-225 dated 19.09.2023 issued by Public Information Officer, Bangalore Metro Rail Corporation Limited (BMRCL) there are no acquisition proceedings initiated by BMRCL with respect to the property bearing Survey No. 152/1AB, 2AB, 3AB, 4AB, 5AB, 6AB, 7AB, 10AB & 153 of Yelahanka Village.

**ENCUMBRANCE CERTIFICATES**

117. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/1 measuring 35 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
	01.04.1943 to 31.03.1989	i. Sale Deed dated 08.11.1943 executed by Mrs. Veeramma in favour of The Standard Brick and Tile Company, registered as Document No. 2264/1943-44 at pages 137 – 139 in Volume 663 of Book I.
	01.04.1960 to 31.05.1989	Nil

118. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/1 measuring 34 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:



Serial No.	Period	Transactions
1.	04.03.1997 to 23.11.2000	Nil
2.	01.11.2000 to 27.12.2002	Nil
3.	01.04.2002 to 13.11.2003	Nil
4.	01.04.2003 to 31.03.2005	Nil

119. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/2 measuring 2 Acres 3 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1950 to 31.03.1989	i. Sale Deed dated 20.09.1950 executed by Eranna in favour of The Standard Brick and Tile Company, registered as Document No. 3966/1950-51 at pages 160 – 162 in Volume 1164 of Book I.



2.	01.04.1960 to 31.05.1989	Nil
3.	01.06.1989 to 03.03.1997	Nil
4.	01.04.2000 to 13.11.2003	Nil
5.	01.04.2003 to 31.03.2005	Nil

120. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/3 measuring 21 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1950 to 31.03.1989	i. Sale Deed dated 23.06.1950 executed by Mr. K Bachappa S/o Kempanna in favour of The Standard Brick and Tile Company as 'Purchaser', registered as Document No. 1942/1950-51 at pages 229 to 231 in Volume 1139 of Book I (Note: Upon perusal of Sale Deed, it states that the said deed has been stored at Page Nos. 224 to 231).
2.	01.04.1960 to 31.05.1989	Nil



3.	01.06.1989 to 03.03.1997	Nil
4.	04.03.1997 to 23.11.2000	Nil
5.	01.11.2000 to 27.12.2002	Nil
6.	01.04.2002 to 13.11.2003	Nil
7.	01.04.2003 to 31.03.2005	Nil

121. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/4 measuring 22 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1950 to 31.03.1989	i. Sale Deed dated 23.06.1950 executed by Mrs. Nagamma in favour of The Standard Brick and Tile Company as 'Purchaser', registered as Document No. 1943/1950-51 at pages 130 to 132 in Volume 1140 of Book I.



2.	01.04.1960 to 31.05.1989	Nil
3.	01.06.1989 to 04.03.1997	Nil
4.	04.03.1997 to 23.11.2000	Nil
5.	01.11.2000 to 27.12.2002	Nil
6.	01.04.2000 to 13.11.2003	Nil
7.	01.04.2003 to 31.03.2005	Nil

122. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/5 measuring 1 Acre 3 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1950 to 31.03.1989	i. Sale Deed dated 23.06.1950 executed by Mrs. Nagamma in favour of The Standard Brick and Tile Company as 'Purchaser', registered as Document



		No. 1943/1950-51 at pages 130 to 132 in Volume 1140 of Book I.
2.	01.04.1960 to 31.05.1989	Nil
3.	01.06.1989 to 03.03.1997	Nil
4.	04.03.1997 to 23.11.2000	Nil
5.	01.11.2000 to 27.12.2002	Nil
6.	01.09.2000 to 13.11.2003	Nil
7.	01.04.2003 to 31.03.2005	Nil

123. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/6 measuring 1 Acre 14 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
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1.	01.04.1950 to 31.03.1989	i. Sale Deed dated 22.06.1942 executed by Mr. Hanumantarayappa S/o Achhe Gowda in favour of The Standard Brick and Tile Company as 'Purchaser', registered as Document No. 4355/1941-42 at pages 54 to 56 in Volume 592 of Book I.
2.	01.04.1960 to 31.05.1989	Nil

124. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/6 measuring 1 Acre 23 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk

1.	01.06.1989 to 03.03.1997	Nil
2.	04.03.1997 to 23.11.2000	Nil
3.	01.11.2000 to 27.12.2002	Nil
4.	01.04.2000 to 13.11.2003	Nil
5.	01.04.2003 to 31.03.2005	Nil



125. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/7 measuring 1 Acre 25 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1931 to 31.05.1989	Nil
2.	01.06.1989 to 04.03.1997	Nil
3.	04.03.1997 to 23.11.2000	Nil
4.	01.11.2000 to 27.12.2002	Nil
5.	01.04.2000 to 13.11.2003	Nil
6.	01.04.2003 to 31.03.2005	Nil



126. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 152/10 measuring 1 Acre 5 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1943 to 31.03.1989	Nil
2.	01.06.1989 to 14.11.1990	Nil
3.	01.06.1989 to 04.03.1997	Nil
4.	01.03.1997 to 27.12.2002	Nil
5.	01.03.1997 to 13.11.2003	Nil
6.	01.04.2003 to 31.03.2005	Nil

127. We have been furnished with the following encumbrance certificates with respect to land bearing Survey No. 153 measuring 5 Acre 36 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:



Serial No.	Period	Transactions
1.	01.04.1960 to 31.05.1989	Nil
2.	01.06.1989 to 31.03.2004	Nil
3.	01.04.2004 to 28.12.2022	i. Sale Deed dated 21.05.2006 registered as Document No. 3168/2005-06 ii. Sale Deed dated 21.05.2006 registered as Document No. 3169/2005-06 iii. MODT dated 24.01.2013, registered as Document No. 3419/2012-13
4.	01.04.2004 to 30.01.2023	i. Reconveyance Deed dated 30.12.2022, registered as Document No. HSR-1-02943-2022-23 ii. MODT dated 24.01.2013, registered as Document No. 3419/2012-13 iii. Sale Deed dated 21.05.2006 registered as Document No. 3168/2005-06

128. We have been furnished with the following encumbrance certificate with respect to land bearing Survey Nos. 152/1A admeasuring 28 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.2004 to 28.12.2022	i. Settlement Deed dated 08.11.2019, registered on 30.11.2019 as Document No. GNR-1-03779-2019-20



		ii. Sale Deed dated 29.12.2005, registered as Document No. YAN-1-09360-2005-06
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129. We have been furnished with the following encumbrance certificate with respect to land bearing Survey Nos. 152/1B, 152/2A, 152/2B, 152/3A, 152/3B, 152/4A, 152/4B, 152/5A, 152/5B, 152/6A, 152/6B, 152/7A, 152/7B, 152/10A, 152/10B admeasuring 8 Acres 28 Guntas situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.04.1994 to 31.03.2004	Nil
2.	01.04.2004 to 28.12.2022	i. Settlement Deed dated 08.11.2019, registered on 30.11.2019 as Document No. GNR-1-03779-2019-20 ii. MODT dated 24.01.2013, registered as Document No. 3419/2012-13
3.	01.04.2004 to 26.06.2023	Nil

130. We have been furnished with the following encumbrance certificate with respect to with respect to Site Nos. 1 to 54 formed in Survey No. 152/1 to 7 and 152/10 situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.06.1994 to 31.03.2004 and from 01.04.2004 to 22.09.2023	Nil



131. We have been furnished with the following encumbrance certificate with respect to with respect to Site Nos. 1 to 28 formed in Survey No. 153 situated at Yelahanka Village, Yelahanka Hobli, Bengaluru North Taluk:

Serial No.	Period	Transactions
1.	01.01.1995 to 31.03.2004 and from 01.04.2004 to 29.08.2023	Nil

132. Krishna Priya Estates Private Limited ('Owner No. 1'), represented by its Director Mr. Avnash Amarlal and presented by his Special Power of Attorney Holder Mr. Mahesh B. Asrani and Micro Labs Limited ('Owner No. 2') with an intention to develop the Schedule Property has entered into a JDA dated 16.11.2023 registered as document No. YAN-1-10195-2023-24 in the Office of the Sub-Registrar, Yelahanka, Bangalore with Brigade Enterprises Limited, represented by its Managing Director Ms. Pavithra Shankar (presented by her constituted Attorney Mr. Udaya Kumar A). Brigade Enterprises Limited has proposed to develop the Schedule Property (totally measuring 14 Acres 26 Guntas) by constructing multi-storied residential building comprising of residential apartments as per the Project Specifications mentioned in the foregoing JDA.

We have noted down the important clauses of the foregoing JDA:

- a) This JDA has been executed on the sharing of revenue between the Owners (i.e., Owner No. 1 and Owner No. 2) and Brigade Enterprises Limited ('Developer') – The parties have agreed to share the sale consideration derived from the sale of the Residential Units in the Project (together with proportionate undivided share/interest in the Schedule Property including the Common Amenities and Facilities and other changes levied upon the Prospective Purchaser ('Sale Proceeds') as per the Revenue Sharing Ratio;



- b) As per Clause 4.2 the Owners shall be entitled for 39% of the Sale Proceeds and Developer shall be entitled for the remaining 61% of the Sale Proceeds;
- c) As per Clause 8.1 the Developer has agreed to commence the construction activities of the Project within 1 month from the date of obtaining the Sanctioned Plan ('Project Commencement Date'). The Developer has agreed to complete the Project within a period of 60 months from the Project Commencement Date with a grace period of 6 months subject to Force Majeure events as set out under Clause 22 therein;
- d) The entire Project Cost shall be borne by the Developer as enumerated under Clause 9 of the JDA;
- e) As per Clause 18 – the Developer shall be entitled to encumber, create any charge or mortgage on the development rights under this Agreement and / or create hypothecation or any other charge over the Developer's Share (in Sale Proceeds proportionate to its entitlement) in favour of any banks, financiers, equity providers, non-banking financial companies and/or other financial institutions or third party lenders ('Lender/s') as the Developer (at its own cost) deems appropriate, to any loan/investment/finance or to avail funds/financial assistance for the development of the Project. However, there shall be no liability on the Owners towards any such debts/funding availed by the Developer; and
- f) As per Clause 23 of the JDA – the original title documents related to the Schedule Property have been placed with the Developer and Developer is entitled to produce the said Original Title Documents before any statutory or government or other authority or person as and when required by them.

133. We have also been furnished with Irrevocable GPA dated 16.11.2023 executed by the Owners in favour of the Developer registered as document No. BNG(U)YLNK 440/2023-24 in the Office of the Sub-Registrar, Yelahanka, Bangalore wherein the Owners have authorized the Developer to develop the Schedule Property by obtaining necessary Plans, Sanctions, permissions etc. The Developer is authorized to sell / transfer /convey/alienate/release/relinquish or in any manner transfer the Residential Units along with the proportionate Saleable Area in favour the Prospective Purchasers. Further the Developer is also authorized to execute and register the sale documents.



**IV. OPINION**

Upon review and scrutiny of the documents furnished to us, we are of the opinion that Krishna Priya Estates Private Limited is the absolute owner of Item No. 1 and Item No. 2 of the Schedule Property and Micro Labs is the absolute owner of Item No. 3 of the Schedule Property. Our Opinion is subject to the observations and comments made in the body of the Opinion as well as riders/disclaimers mentioned below.

Further Brigade Enterprises Limited is the Developer of the Schedule Property as per JDA dated 16.11.2023 registered as document No. YAN-1-10195-2023-24 in the Office of the Sub-Registrar, Yelahanka, Bangalore executed by Krishna Priya Estates Private Limited and Micro Labs.



**V. OUR UNDERSTANDING**

We understand that M/s. **BRIGADE ENTERPRISES LIMITED** intends to know the marketable title of the Schedule Property and accordingly has instructed us to conduct legal due diligence on the Schedule Property and provide our report on the same.

**IMPORTANT:**

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

**VI. MANDATE: OBJECTIVE, SCOPE OF WORK AND METHODOLOGY ADOPTED**

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

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

1. The legal due diligence has been restricted and kept limited to and based entirely and exclusively on the documents, records, files and registers as was made available to FM by Krishna Priya Estates Private Limited / Client (hereinafter collectively referred to as **'Documents'**).
2. We have perused the copies of the Documents and records and other papers and information made available to us by Krishna Priya Estates Private Limited / Client and have issued this Report on the basis of the available documents, records and information.



3. We have not undertaken any litigation search on the Schedule Property. Therefore, the Report is subject to the specific case details, if any that have been provided by Krishna Priya Estates Private Limited / Client.
4. We assume no responsibility/liability for any adverse claims or charges on the property that could not be inferred from the documents provided to us.
5. The Report is valid as on the date of issue of the endorsement/document by the respective statutory authority.

**VII. APPLICABLE ASSUMPTIONS AND DISCLAIMERS**

**ASSUMPTIONS**

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

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

**DISCLAIMERS**

1. This Report has been prepared exclusively in connection with the transaction and for no other purposes. This Report is for the use of the Client only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent.
2. We disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty or damage etc. resulting from or incurred or suffered by any unauthorized person using our Report in any unauthorized manner or basing any action on it notwithstanding the cautions and



limitations stated herein and at the appropriate places in the Report. We must also make it clear that we will not accept any responsibility or liability to the Client for any information obtained under disclaimer of responsibility for which we were not able to obtain independent verification.

3. This Report has been prepared pursuant to a diligence exercise carried out from the year 1939-40. As instructed, the scope of our assignment does not extend to updating the report for events and circumstances occurring after the date of Report.
4. We have retained the units of measurement as it appears in the different title deeds.
5. The Report gives only a gist of certain issues and matters considered as important from the viewpoint of the present purposes and in the manner as mentioned above. The Report lists down all the issues which came to our notice during the due diligence exercise as aforesaid, which has to be read in conjunction with and subject to the stated limitations, restrictions, conditions, cautions and disclaimers.



VIII. CONTACT DETAILS

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

**S. T. Prashantha Kumar**  
Senior Partner  
Fox Mandal & Associates  
"FM House"  
6/12, Primrose Road  
Bengaluru 560 025  
Phone : +91 80 2559 5911  
Mobile : +91 98801 62142  
e-mail : [prashantha.kumar@foxmandal.in](mailto:prashantha.kumar@foxmandal.in)

For Fox Mandal & Associates

*Naga Champab.*  
for Senior Partner  
(S. T. Prashantha Kumar)

