



Date: 05-09-2023

To,

**M/s. VDB INFRA AND REALTY PRIVATE LIMITED,**  
No. 842, 100 Feet Road, Indiranagar,  
Bengaluru-560 038

**TITLE REPORT OF PROPERTY**

With respect to Sy. No. 114, Sy.No.119 and Sy.No. 159 having **BBMP Khatha No.72**, having PID No.114-M No-72, totally measuring **10 acres 27 guntas** (excluding Kharab land), ward No.54 of **Byrathi Village**, Bidarahalli Hobli, Bangalore East taluk, Bengaluru.

**Item No.1**

All that piece and parcel of the Converted Property, for Residential purpose bearing Sy.No.114, measuring an extent of 04 acres 36 guntas, situated at **Byrathi Village**, Bidarahalli Hobli, Bangalore East Taluk, and same is bounded on;-

East by	-	land bearing Sy.No.159
West by	-	Private Property
North by	-	Land bearing Sy.No.159 & 119
South by	-	Private Property



**Item No.2**

All that piece and parcel of the Agricultural land bearing **Sy.No.119**, (earlier portion of Sy.No.28) situated at Byrathi Village, Bidarahalli Hobli, Bangalore East Taluk, measuring **02 acres 08 guntas** including eight guntas of phut Karab which is bounded on:-

East by	-	Land bearing Sy No.159
West by	-	Private Property
North by	-	Private Property
South by	-	Land bearing Sy No.114

**Item No.3**

All that piece and parcel of the Converted land for Residential purpose bearing **(Old Sy.No.28P9) New Sy No.159**, situated at Byrathi Village, Bidarahalli Hobli, Bangalore East Taluk, measuring an extent of **04 acres** and same is bounded on;-

East by	-	Vacant Land
West by	-	Land bearing Sy.No.119 & 114.
North by	-	Private Property
South by	-	Land Bearing Sy No.114



**COMPOSITE SCHEDULE PROPERTY**

All that piece and parcel of the Converted and amalgamated lands for Residential purpose bearing **Sy.No.114, Sy.No.119 & Sy No.159**, having BBMP Khatha **No.72**, having PID No.114-M No-72, totally measuring **10 acres 27 guntas** (excluding Kharab land), Situated at **Byrathi Village**, Bidarahalli Hobli, Bangalore East Taluk, ward No.54 and same is bounded on;-

East by	-	Vacant land
West by	-	Road and private property
North by	-	Private Property
South by	-	Private Property

**LIST OF DOCUMENTS SCRUTINIZED** which is more fully described under the caption "**description of the property**" and my opinion is as under: -

<b>Sl. No.</b>	<b>Date of document</b>	<b>Description of the document</b>
<b>In respect of Sy.No.114</b>		
<b>1</b>	02.06.2003	Gift Deed dated 02.06.2003, registered as Document No.4047/2003-04, Book-I, in the office of the Sub-Registrar, K.R.Puram, Bengaluru.
<b>2</b>	-	Mutation extract vide 10/2001-02
<b>3</b>	-	RTC extract from the year 1974-75 to 2022-2023

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<b>4</b>	05.09.2005	MOU dated 05.09.2005 entered between Sri.B.R.Srinivas & Himmatbhai.B.Parikh).
<b>5</b>	28.01.2014	Release Deed dated 28.01.2014, executed by B.R.Pushpavathi D/o Kempanna in-favour of B.K.THYAGARAJ releasing and relinquishing all their right, title, interest over 14 guntas along with certain other property and same was registered as Document No.BNS-1-14639/2013-14, Book-I, CD No.BNSD296, in the office of the Sub-Registrar, Shivajinagar, (Banasawadi), Bengaluru.
<b>6</b>	13.11.2008	[ conversion order] Official Memorandum dated 13.11.2008
<b>7</b>	05.09.2014.	Katha Certificate dated 05.09.2014
<b>8</b>	05.09.2014.	Tax Demand Register Extract dated 05.09.2014
<b>9</b>	-	BBMP Tax paid receipts paid upto date
<b>10</b>	-	Survey tippani and Akarbandh
<b>11</b>	-	Encumbrance Certificates
<b>12</b>	17-02-2023	Confirmation deed dated 17-02-2023 executed by Sri.B.S.Suresh, B.M.Muniraj, Sri.B.M. Ashok, Sri. Arun Kumar.B.S in-favour of Sri.Pankaj H Parikh vide document No.9351/2022-23, Book No.1 stored in CD No.SHVD1329, in the office of the Sub-registrar, Shivaji Nagar, Bengaluru in respect of Sy No.114.

**In respect of Sy No.119**

<i>Sl No.</i>	<i>Date</i>	<i>Particulars</i>
<b>1</b>	01.11.1949	<i>Sale Deed dated 01.11.1949, registered as Document No. 1205/1949-50, Book-1, Volume No. 697, at pages 12 to 13, in the office of the Sub-Registrar, Hoskote.</i>
<b>2</b>	19.02.1968	<i>Sale Deed dated 19.02.1968, registered as Document No.4313/1967-68, Book-I,Volume No.1211, at pages 26 to 29, in the office of the Sub-Registrar, Hoskote.</i>
<b>3</b>	19.07.1979	<i>Sale Deed dated 19.07.1979, registered as Document No.655/1979-80, Book-I, Volume No.1568, at pages 136 to 138, in the office of the Sub-Registrar, Hoskote.</i>
<b>4</b>	19.03.1980	<i>Sale Deed dated 19.03.1980, registered as Document No.2344/1979-80, Book-I, Volume No.1580, at pages 123 to 125, in the office of the Sub-Registrar, Hoskote.</i>
<b>5</b>	10.06.1994	<i>Sale Deed dated 10.06.1994, registered as Document No.3056/1994-95, Book-I, Volume No.821, at pages 216 to 223, in the office of the Sub-Registrar, K.R.Puram, Bangalore.</i>
<b>6</b>	11.12.2002	<i>Sale Deed dated 11.12.2002, registered as Document No.13712/2002-03, Book-I, CD No.65, in the office of the Sub-Registrar, K.R.Puram, Bangalore.</i>
<b>7</b>	-	<i>RTC extract from the year 1968-69 to 2022-2023</i>
<b>8</b>	05.09.2014	<i>Katha Certificate dated 05.09.2014.</i>

<b>9</b>	05.09.2014	<i>Tax Demand Register Extract dated 05.09.2014.</i>
<b>10</b>	-	<i>BBMP Tax paid receipts paid upto date</i>
<b>11</b>	-	<i>Survey tippani and Akarbandh</i>
<b>12</b>	-	<i>Encumbrance Certificates</i>

**In respect of (old No.28/P9), New Sy No.159**

<b>1</b>	14.08.1948	<i>Sale Deed dated 14.08.1948, registered as Document No.507/1948-49, Book-1, Volume No. 670, at pages 28 to 29, in the office of the Sub-Registrar, Hoskote.</i>
<b>2</b>	20.07.1962	<i>Sale Deed dated 20.07.1962, registered as Document No.1457/1962-63, Book-1, Volume No. 1034, at pages 28 to 30, in the office of the Sub-Registrar, Hoskote.</i>
<b>3</b>	19.02.1968	<i>Sale Deed dated 19.02.1968, registered as Document No.312/1967-68, Book-I, Volume No.1210, at pages 98 to 100, in the office of the Sub-Registrar, Hoskote.</i>
<b>4</b>	18.07.1979	<i>Sale Deed dated 18.07.1979, registered as Document No.652/1979-80, Book-I, Volume No.1568, at pages 133 to 135, in the office of the Sub-Registrar, Hoskote.</i>
<b>5</b>	19.03.1980	<i>Sale Deed dated 19.03.1980, registered as Document No.2343/1979-80, Book-1, Volume No.1584, at pages 56 to 59, in the office of the Sub-Registrar, Hoskote.</i>

<b>6</b>	10.06.1994	<i>Sale Deed dated 10.06.1994, registered as Document No.2661/1994-95, Book-1, Volume No.824, at pages 73 to 82, in the office of the Sub-Registrar, K.R.Puram, Bangalore.</i>
<b>7</b>	11.12.2002	<i>Sale Deed dated 11.12.2002, registered as Document No. 13709/2002-03, Book-1, Volume No.2805, at pages 110 to 114, in the office of the Sub-Registrar, K.R.Puram, Bangalore.</i>
<b>8</b>	12.07.2010	<i>Release Deed dated 12.07.2010, registered as Document No.BDH-1-02289/2010-11, Book-I, CD No. BDHD48, in the office of the Sub-Registrar, Bidarahalli, Bangalore.</i>
<b>9</b>	-	<i>RTC extract from the year 1979-80 to 2022-2023</i>
<b>10</b>	09.12.2009	<i>[Conversion Order] Official Memorandum dated 09.12.2009</i>
<b>11</b>	13-02-2014	<i>Order passed by Thasildhar, Bengaluru East taluk vide RRT (CR) No.136/2013-14</i>
<b>12</b>	05.09.2014	<i>Katha Certificate dated 05.09.2014</i>
<b>13</b>	05.09.2014	<i>Tax Demand Register Extract dated 05.09.2014</i>
<b>14</b>	-	<i>BBMP Tax paid receipts paid upto date</i>
<b>15</b>	-	<i>Survey tippani and Akarbandh</i>



<p><b>16</b></p>	<p>-</p>	<p><i>On perusal of the Encumbrance Certificate dated 06.10.1993 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.06.1989 to 31.03.2004, the Encumbrance Certificate dated 20.05.2008 covering a period from 01.04.2004 to 19.05.2008, the Encumbrance Certificate dated 20.03.2014 covering a period from 01.04.2004 to 18.03.2014, the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and the Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 with respect to Sy. No.119),</i></p>
		<p><i>The Encumbrance Certificate dated 06.10.1993 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.06.1989 to 31.03.2004, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.04.2004 to 30.07.2007, the Encumbrance Certificate dated 20.05.2008 covering a period from 01.08.2007 to 19.05.2008, the Encumbrance Certificate dated 02.08.2011 covering a period from 19.05.2008 to 30.07.2011, the Encumbrance Certificate dated 19.03.2014 covering a period from 01.04.2004 to 18.03.2014, the Encumbrance Certificate dated 02-03-2023 covering a period from 01-0-1948 to 31-03-1949,</i></p>

		<p><i>the Encumbrance Certificate dated 07-03-2023 covering a period from 04-04-1949 to 31-03-1968 the Encumbrance Certificate dated 02-03-2023 covering a period from 01-04-1962 to 1-31-03-1975, the Encumbrance Certificate dated 23-02-2013 covering a period from 01-04-1962 to 31-07-1986, the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and the Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 with respect to Sy.No.28P9.</i></p> <p><i>The Encumbrance Certificate dated 01.08.2007 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.06.1989 to 31.03.2004, the Encumbrance Certificate dated 19.03.2014 covering a period from 01.04.2004 to 18.03.2014, the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and the Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 with respect to Sy.No.114.</i></p>
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**COMMON DOCUMENTS**

1	28-01-2016	<p><i>Joint development agreement dated 28-01-2016 entered between <b>Mr.Pankaj H. Parikh</b> and <b>M/s. LOADSTAR INFRASTRUCTURE INC</b>, represented by its partners and <b>Nitesh Housing Developers private Ltd., and Nitesh</b></i></p>
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		<i><b>Estate Limited.,</b> vide document No.5068/2015-16, Book No.1, stored in CD No.SHVD220, in the office of the Sub-registrar - Shivajingar, Bengaluru with respect to composite schedule property.</i>
<b>2</b>	28-01-2016	<i>General Power of Attorney dated 28-01-2016 executed by <b>Mr. Pankaj H. Parikh</b> and <b>M/s. LOADSTAR INFRASTRUCTURE INC,</b> represented by its partners in-favour of <b>Nitesh Housing Developers private Ltd., and Nitesh Estate Limited.,</b> vide document No.477/2015-16, Book No.4, stored in CD No.SHVD220, in the office of the Sub-registrar Shivajingar, Bengaluru with respect to composite schedule property.</i>
<b>3</b>	10/03/2016	<i>Sharing agreement entered between <b>Mr. Pankaj H. Parikh</b> and <b>M/s.LOADSTAR INFRASTRUCTURE INC,</b> represented by its partners and <b>Nitesh Housing Developers private Ltd., and Nitesh Estate Limited.,</b> with respect to composite schedule property.</i>
<b>4</b>	11-05-2022	<i>Cancellation of Joint development agreement dated 28-01-2016 which was entered between <b>Mr.Pankaj H. Parikh</b> and <b>M/s.LOADSTAR INFRASTRUCTURE INC,</b> represented by its partners and <b>Nitesh Housing Developers private Ltd., and Nitesh Estate Limited.,</b> vide document No.7175/2022-23, Book No.1, stored in CD No.INRD1161, in the office of the Sub-registrar Indiranagar, Bengaluru with respect to composite schedule property.</i>
<b>5</b>	11-05-2022	<i>Revocation of General Power of Attorney dated 28-01-2016 executed by <b>Mr.Pankaj H. Parikh</b> and <b>M/s.LOADSTAR INFRASTRUCTURE INC,</b> represented by its partners in-favour of <b>Nitesh Housing Developers</b></i>



		<i>private Ltd., and Nitesh Estate Limited., vide document No.678/2022-23, Book No.4, stored in CD No.INRD1161, in the office of the Sub-registrar Indiranagar, Bengaluru with respect to composite schedule property.</i>
6	28-01-2016	<i>Amalgamation deed dated 28-01-2016 entered between Mr. Pankaj. H. Parikh and M/s. LOADSTAR INFRASTRUCTURE INC, represented by its partners to amalgamate all three survey numbers vide document No.5070/2015-16, Book No.1, Stored in CD No.SHVD220, in the office of the Sub-registrar Shivaji nagar, Bengaluru</i>
7	16-02-2016	<i>Orders passed by BBMP to amalgamate the Khatha of three katha numbers and assigned Khatha No.72 and issued amalgamated khatha for the composite schedule property</i>
8	29-11-2011	<i>Registered Power of attorney executed by Sri. Sanjeev reddy in-favour of Mr.Pankaj H Parikh vide document No.692/2021-22, Book No.4, in the office of the Sub-registrar, Shivaji Nager , Bengaluru</i>
9	19-08-2023	<i>Joint development agreement dated 19-08-2023 entered between Mr. Pankaj H. Parikh, <b>M/s. LOADSTAR INFRASTRUCTURE INC, represented by its partners and M/s. VDB Infra and reality private Limited</b> vide document No.4105/2023-24, Book No.1, in the office of the Sub-registrar Mahadevapura, Bengaluru with respect to composite schedule property.</i>
10	19-08-2023	<i>General Power of Attorney dated 19-08-2023 executed by <b>Mr. Pankaj H. Parikh and M/s. LOADSTAR INFRASTRUCTURE INC, represented by its partners and M/s. VDB Infra and reality private Limited</b> vide</i>

		<i>document No.201/2023-24, Book No.4, in the office of the Sub-registrar, Mahadevapura, Bengaluru with respect to composite schedule property.</i>
11	-	<i>Tax paid receipt for the year 2016-17 to 2022-23</i>
12	-	<i>BDA approved layout plan issued vide No. BDA / TPM / DLP / PRL-08/2014-15/3004/2022-23.</i>

**Regarding flow of title with respect to Sy No.114**

1. *It is observed that, the land bearing Sy.No.114 measuring 04 acres 36 guntas, situated at **Byrathi Village**, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, originally belonging to Sri.R.Muniswamappa. The RTC Extract for the year 1974-75 to 1999-2000 shows the name of Sri.R.Munishamappa in the occupant's column.*
2. *It is further observed that the Mutation Register extract vide 10/2001-02, confirming that after the death Sri.Muniswamappa the revenue entries in respect of Sy.No.114 was mutated in-favour of his grandson Sri.B.K.Thyagaraj S/o.Late Kempanna.*
3. *It is further observed that the Genealogical Tree of Sri.Kempanna confirms that he had two sons and Daughter i.e., B.K.Thyagaraj, B.K.Srinivas and Smt.B.R.Pusphavathi. The said Sri.B.K.Thyagaraj S/o late Kempanna has Gifted the Sy.No.114 in-favour of his close friend Mr.Himmat bhai.B.Parikh, through a Gift Deed dated 02.06.2003, registered as Document*



No.4047/2003-04, Book-I, in the office of the Sub-Registrar, K.R.Puram, Bengaluru.

4. It is further observed that, the said Sri.B.K.Srinivas filed a suit against B.K.Thyagaraj for partition in O.S.No.336/2004 on the file of the Principle Civil Judge, Bangalore. However, the said suit was settled by filing a memo where in the said Sri.B.K.Srinivas confirmed the Gift Deed dated 02.06.2003 & the ownership of Himmatbhai.B.Parikh (which was in pursuance of the MOU dated 05.09.2005 entered into between B.R.Srinivas & Himmatbhai.B.Parikh).
5. It is further observed that the Official Memorandum dated 13.11.2008, vide No.BDS: A.L.N. (E)(B) SR No.64/2007-08, issued by the Office of the Deputy Commissioner, Bangalore District, Bangalore, confirms that the land bearing, Sy.No.114, measuring 04 acres 36 guntas situated at Byrathi Village, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, is converted for non-agricultural Residential purposes.
6. It is further observed that Sri.B.R.Pushpavathi D/o Kempanna had executed a Release Deed dated 28.01.2014, registered as Document No.BNS-1-14639/2013-14, Book-I, CD No.BNSD296, in the office of the Sub-Registrar, Shivajinagar (Banasawadi), in-favour of Sri.B.K.Thyagaraj by releasing and relinquishing all her right, title, interest of her share along with certain other properties.
7. It is further observed that, the said Himmatbhai.B.Parikh died intestate leaving his surviving daughter Smt. Anjana K.Mehta & his son Mr.Pankaj



*H.Parikh to succeed to his estate. The said Anjana K.Mehta D/o Himatbhai.B.Parikh executed a Release Deed dated 02.05.2014, registered as Document No.BNS-1-02650/2014-15, Book-I, CD No.BNSD313, in the office of the Sub-Registrar, Shivajinagar (Banasawadi), in favour of Sri.Pankaj H.Parikh S/o Himatbhai. B.Parikh releasing and relinquishing all their right, title, interest over said property bearing Sy.No.114, measuring 04 acres 36 guntas.*

*8. It is further observed that, the Katha Certificate dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Sri.Himmatbhai.B.Parikh.*

*9. It is further observed that, the Tax Demand Register Extract dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Sri.Himmatbhai.B.Parikh. and he has also paid tax vide receipt dated 11.09.2014 issued by the Bruhat Bangalore Mahanagara Palike, shows the payment of Tax for the year 2014-15.*

**Regarding flow of title with respect to Sy No.119**

*1. It is further observed that the land bearing Sy.No.119, (earlier portion of Sy.No.28), measuring 02 acres 08 guntas (including 08 guntas of phut Karab), situated at Byrathi Village, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, originally belongs to Sri.Nadupanna @ Munishamappa S/o Patel Hanumantharayappa. The said Sri.Nadupanna @ Munishamappa sold the same*



*in-favour of Sri.Munihanumappa through a Sale Deed dated 01.11.1949, registered as Document No.1205/1949-50, Book-1, Volume No.697, at pages 12 to 13, in the office of the Sub-Registrar, Hoskote.*

- 2. It is further observed that, the said Sri.Munihanumappa sold the same in favour of Dr.K.C.Jacob through a Sale Deed dated 19.02.1968, registered as Document No.4313/1967-68, Book-I, Volume 1211, at pages 26 to 29, in the office of the Sub-Registrar, Hoskote.*
- 3. It is further observed that, the said Dr.K.C.Jacob sold the same in-favour of Sri.T.Govindappa through a Sale Deed dated 19.07.1979, registered as Document No.655/1979-80, Book-1, Volume No.1568, at pages 136 to 138, in the office of the Sub-Registrar, Hoskote.*
- 4. It is further observed that the said Sri.T.Govindappa sold the same in-favour of Mr.Leo Arulaiah through a Sale Deed dated 19.03.1980, registered as Document No.2344/1979-80, Book-1, Volume 1580, at pages 123 to 125, in the office of the Sub-Registrar, Hoskote.*
- 5. It is further observed that, the said Mr.Leo Arulaiah sold the same in-favour of Mr.Syed Habeeb through a Sale Deed dated 10.06.1994, registered as Document No.3056/1994-95, Book-1, Volume No.821, at pages 216 to 223, in the office of the Sub-Registrar, K.R.Puram, Bangalore.*
- 6. It is further observed that, the said Mr. Syed Habeeb @ Syed Habibulla sold the same in-favour of Sri. Sanjeev reddy through a Sale Deed dated 11.12.2002,*



registered as Document No.13712/2002-03, Book-1, CD No.65, in the office of the Sub-Registrar, K.R.Puram, Bangalore.

7. It is further observed that, the Official Memorandum dated 13.04.2011, vide No.A.L.N.(E.B.B)S.R 68/10-11, issued by the Office of the Deputy Commissioner, Bangalore District, Bangalore, confirms that the land bearing, Sy.No.119, measuring 02 acres 02 guntas, situated at Byrathi Village, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, is converted for non-agricultural Residential purposes.
8. It is further observed that, the Katha Certificate dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Mr. Sanjeev Reddy.
9. It is further observed that, the Tax Demand Register Extract dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Mr.Sanjeeva Reddy and he has also paid the tax vide receipt dated 11.09.2014 issued by the Bruhat Bangalore Mahanagara Palike, shows the payment of Tax for the year 2014-15.

**Regarding flow of title with respect to Old Sy No.28/P9 New Sy No.159.**

1. It is further observed that, the land bearing Sy.No.28, measuring 04 acres situated at Byrathi Village, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, originally belonged to Sri.Nadupanna @ Munishamappa S/o Patel Hanumantharayappa. The said Sri.Nadupanna @ Munishamappa S/o Patel

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*Hanumantharayappa sold the same in-favour of Sri.Munihanumappa through a Sale Deed dated 14.08.1948, registered as Document No.507/1948-49, Book-I, Volume 670, at pages 28 to 29, in the office of the Sub-Registrar, Hoskote.*

2. *It is further observed that, the said Sri.Munihanumappa sold the same in-favour of Munishamappa S/o. Chikkapillappa through a Sale Deed dated 20.07.1962, registered as Document No.1457/1962-63, Book-1, Volume 1034, at pages 28 to 30, in the office of the Sub- Registrar, Hoskote.*

3. *It is further observed that, the said Sri.Munishamappa sold the same in-favour of Mrs.Rachel Chacko through a Sale Deed dated 19.02.1968, registered as Document No.312/1967-68, Book-1, Volume 1210, at pages 98 to 100, in the office of the Sub-Registrar, Hoskote.*

4. *It is further observed that, the said Mrs.Rachel Chacko sold the same in-favour of Sri.T.Govindappa through a Sale Deed dated 18.07.1979, registered as Document No.652/1979-80, Book-I, Volume 1568, at pages 133 to 135, in the office of the Sub-Registrar, Hoskote.*

5. *It is further observed that, the said T.Govindappa sold the same in-favour of Mr. Leo Arulaiah through a Sale Deed dated 19.03.1980, registered as Document No.2343/1979-80, Book-I, Volume 1584, at pages 56 to 59, in the office of the Sub-Registrar, Hoskote.*



6. *It is further observed that, the said Mr.Leo Arulaiah sold the same in-favour of S.A.HAMEED through a Sale Deed dated 10.06.1994, registered as Document No.2661/1994-95, Book-1, Volume No.824, at pages 73 to 82, in the office of the Sub-Registrar, K.R.Puram, Bangalore.*
7. *It is further observed that, the said S.A.Hameed sold the same in-favour of Sri.Himatbhai.B.Parikh through a Sale Deed dated 11.12.2002, registered as Document No. 13709/2002-03, Book-I, Volume 2805, at pages 110 to 114, in the office of the Sub-Registrar, K.R.Puram, Bangalore. The said Sri.Himatbhai.B.Parikh died intestate leaving his surviving daughter Smt.Anjana K.Mehta & his son Mr.Pankaj H.Parikh to succeed to his estates.*
8. *It is further observed that, the said Mrs.Anjana K.Mehta D/o Himatbhai. B.Parikh executed a Release Deed dated 12.07.2010, registered as Document No.BDH-1-02289/2010-11, Book-I, CD No.BDHD48, in the office of the Sub-Registrar, Bidarahalli, Bangalore, in-favour of Mr.Pankaj H. Parikh S/o Himatbhai. B. Parikh releasing and relinquishing all her right, title, interest over her share of property.*
9. *It is further observed that, the Official Memorandum dated 09.12.2009 and 15-01-2009 respectively vide No.A.L.N.(E)(B) SR 65/2007-08, issued by the Office of the Deputy Commissioner, Bangalore District, Bangalore, confirms that the land bearing, Sy.No.28/P9, New Sy No.159, measuring 04 acres, situated at Byrathi Village, Bidarahalli Hobli, Hoskote Taluk, Bangalore District, is converted for non-agricultural Residential purposes.*

10. It is further observed that, the Katha Certificate dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Sri.Himmatbhai.B.Parikh.

11. It is further observed that, the Tax Demand Register Extract dated 05.09.2014, issued by the Bruhat Bangalore Mahanagara Palike, confirms that the Katha in respect of the subject property stands in the name of Himmatbhai.B.Parikh and he has also paid the tax vide receipt dated 11.09.2014 issued by the Bruhat Bangalore MahanagaraPalike, shows the payment of Tax for the year 2014-15.

**(Common Documents for Sy.No.114, 119 and 159 )**

1. It is further observed that, Joint development agreement dated 28-01-2016 entered between **Mr.Pankaj H. Parikh** and **M/s.LOADSTAR INFRASTRUCTURE INC**, represented by its partners, **Nitesh Housing Developers private Ltd., and Nitesh Estate Limited.,** vide document No.5068/2015-16, Book No.1, stored in CD No.SHVD220, in the office of the Sub-registrar - Shivajingar, Bengaluru followed with **General Power of Attorney** dated 28-01-2016 executed by **Mr.Pankaj H. Parikh** and **M/s.LOADSTAR INFRASTRUCTURE INC**, represented by its partners in-favour of **Nitesh Housing Developers private Ltd., and Nitesh Estate Limited.,** vide document No.477/2015-16, Book No.4, stored in CD No.SHVD220, in the office of the Sub-registrar Shivajingar, Bengaluru with respect to composite schedule property.



2. It is further observed that, Sharing agreement entered between **Mr. Pankaj H. Parikh** and **M/s.LOADSTAR INFRASTRUCTURE INC**, represented by its partners and **Nitesh Housing Developers private Ltd.**, and **Nitesh Estate Limited.**, with respect to composite schedule property.
3. It is further observed that, Cancellation of Joint development agreement dated 28-01-2016 which was entered between **Mr.Pankaj H. Parikh** and **M/s. LOADSTAR INFRASTRUCTURE INC**, represented by its partners, **Nitesh Housing Developers private Ltd.**, and **Nitesh Estate Limited.**, vide document No.7175/2022-23, Book No.1, stored in CD No.INRD1161, dated 06-09-2022, in the office of the Sub-registrar Indiranagar, Bengaluru with respect to composite schedule property.
4. It is further observed that, Revocation of General Power of Attorney dated 28-01-2016 executed by **Mr.Pankaj H. Parikh** and **M/s. LOADSTAR INFRASTRUCTURE INC**, represented by its partners, **Nitesh Housing Developers private Ltd.**, and **Nitesh Estate Limited.**, vide document No.678/2022-23, Book No.4, stored in CD No.INRD1161, dated 06-09-2022 in the office of the Sub-registrar Indiranagar, Bengaluru with respect to composite schedule property.
5. It is further observed that, Amalgamation deed dated 28-01-2016 entered between **Mr. Pankaj. H. Parikh** and **M/s.LOADSTAR INFRASTRUCTURE INC**, represented by its partners to amalgamate all three survey numbers together vide document No.5070/2015-16, Book No.1, Stored in CD No.SHVD220, in the office of the Sub-registrar Shivaji nagar, Bengaluru. Based on Amalgamation



deed dated 28-01-2016 the BBMP has amalgamated the Khatha of three katha numbers and assigned **Khatha No.72** and issued amalgamated khatha for the composite schedule property and also paid upto date Tax to the BBMP.

6. It is further observed that, Registered Power of attorney executed by Sri.Sanjeevreddy in-favour of Mr.Pankaj H Parikh vide document No.692/2021-22, Book No.4, in the office of the Sub-registrar, Shivaji Nager , Bengaluru.
7. It is further observed that, Joint development agreement dated 19-08-2023 entered between **Mr. Pankaj H. Parikh** and **M/s. LOADSTAR INFRASTRUCTURE INC**, represented by its partners and **M/s. VDB Infra and reality private Limited** vide document No.4105/2023-24, Book No.1, in the office of the Sub-registrar Mahadevapura, Bengaluru followed with General Power of Attorney dated 19-08-2023 executed by **Mr.Pankaj H. Parikh** and **M/s. LOADSTAR INFRASTRUCTURE INC**, represented by its partners, **M/s.VDB Infra and reality private Limited** vide document No.201/2023-24, Book No.4, in the office of the Sub-registrar, Mahadevapura, Bengaluru with respect to composite schedule property.
8. It is further observed that, the land owners have obtained the BDA approved layout plan vide No. BDA / TPM / DLP / PRL-08/2014-15/3004/2022-23 for formation of layout.
9. On perusal of the Encumbrance Certificate dated 06.10.1993 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.06.1989 to 31.03.2004, the



*Encumbrance Certificate dated 20.05.2008 covering a period from 01.04.2004 to 19.05.2008, the Encumbrance Certificate dated 20.03.2014 covering a period from 01.04.2004 to 18.03.2014 the Encumbrance Certificate dated 02-03-2023 covering a period from 01-0-1948 to 31-03-1949, the Encumbrance Certificate dated 07-03-2023 covering a period from 04-04-1949 to 31-03-1968 the Encumbrance Certificate dated 02-03-2023 covering a period from 01-04-1962 to 1-31-03-1975, the Encumbrance Certificate dated 23-02-2013 covering a period from 01-04-1962 to 31-07-1986, the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 with respect to **Sy. No.119.***

**10.** *The Encumbrance Certificate dated 06.10.1993 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.06.1989 to 31.03.2004, the Encumbrance Certificate dated 01.08.2007 covering a period from 01.04.2004 to 30.07.2007, the Encumbrance Certificate dated 20.05.2008 covering a period from 01.08.2007 to 19.05.2008, the Encumbrance Certificate dated 02.08.2011 covering a period from 19.05.2008 to 30.07.2011, the Encumbrance Certificate dated 19.03.2014 covering a period from 01.04.2004 to 18.03.2014, , the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 with respect to **Sy.No.28P9.***

**11.** *The Encumbrance Certificate dated 01.08.2007 covering a period from 01.08.1986 to 31.05.1989, the Encumbrance Certificate dated 01.08.2007*

covering a period from 01.06.1989 to 31.03.2004, the Encumbrance Certificate dated 19.03.2014 covering a period from 01.04.2004 to 18.03.2014 with respect to Sy.No.114, the Encumbrance Certificate dated 27-03-2023 covering a period from 01-04-2004 to 27-03-2023 and Encumbrance Certificate covering a period from 01-03-2023 to 31-08-2023 it would establish that there is no existing of charges or mortgages or claims on the composite schedule property.

**OPINION**

On the basis of the photo copies furnished to me in respect of composite schedule property and representations made, I am of the opinion that, the composite schedule property belongs **M/s. LOADSTAR INFRASTRUCTURE INC** representing their partners with respect to Sy No. 114 & 119 & **Mr. PANKAJ H.PARIKH** with respect to Sy No.159 and they have got clear, good and absolute marketable right, title and interest over the schedule property and this I further certify that **Mr.Pankaj H. Parikh and M/s.LOADSTAR INFRASTRUCTURE INC, represented by its partners**, have entered into Joint development agreement with **M/s.VDB Infra and reality private Limited** as such the **developers and land owners** are competent to convey/sell their share of BDA approved sites by entering into Revenue sharing/supplemental agreement in-favour of Prospective Purchaser, in such a event the Prospective Purchaser shall derive valid title in the respect of the schedule property.

Your's truly

  
Advocate

