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**TITLE REPORT**  
**PROPERTY I**

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 **TATVALEGAL**  
Advocates  
*[Restricted and Confidential]*



## TITLE REPORT

### A. DESCRIPTION OF PROPERTY:

The objective of this due diligence exercise is to investigate title to the property described in Part D of this Title Report (“the **Report**”) based on review of the documents furnished to us, description whereof is given in Part E of this Report.

### B. SCOPE OF LIMITATION:

The scope of our review and of this Report is subject to the following limitations:

- (i) While performing the review, we have assumed the (a) genuineness of all signatures, (b) accuracy and correctness of all information / representations provided / made to us, including the facts that are mentioned in agreements, executed copies of documents and government records, (c) authenticity of copies of all documents submitted to us as true copies and without any addition, deletion or fabrication, (d) conformity of the copies or extracts submitted to us with the originals thereof, (e) correctness of all information provided to us in respect of the litigations in respect of the Property including the fact that no appeals or revisions have been filed in respect of the relevant suits / litigations and (f) compliance with all legal requirements by the parties concerned with the Property.
- (ii) We have only examined issues pertaining to the ownership of the Property and have not examined issues pertaining to (a) approvals from various statutory/regulatory authorities for construction, development and/or occupation of the Property; (b) business, regulatory and financial issues of the present or previous owners of the Property; and (c) other matters that do not directly affect the ownership of the Property.
- (iii) For the purposes of this Report, we have relied upon the provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative, and/or judicial actions. Any such change could have an effect on the validity of the statements made by us in this Report.
- (iv) We have assumed that there are no outstanding / dues payable by the present / previous owners of the Property to any government / statutory authority (including any tax / cess dues) or local body and that the Property is not subject to any charge, attachment, proceeding or claim for any amount due or payable including under applicable laws.



- (v) Our observations in this Report are limited to issues and risks arising from a legal perspective in relation to the title to the said Property, as analyzed by us from the information and documents furnished to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated in the relevant parts of this Report.

**C. CONFIDENTIALITY:**

The contents of this Report are confidential. Neither this Report nor any of its contents may be disclosed to any person other than to the professional advisers, officers and employees of **Tangled Up In Green Properties Private Limited** who are directly involved in the proposed transaction relating to the Property. We accept no responsibility to any person other than to **Tangled Up In Green Properties Private Limited** in relation to the contents of this Report.

**D. DESCRIPTION OF PROPERTY:**

All that piece and parcel of the immovable property being the land bearing Survey Nos. 77, 85 and 105 situated at Shetterahalli Village, Kasaba Hobli, Bangalore Taluk, comprising of the following parcels:

1. **Property I-A:** All that piece and parcel of the immovable property being the land bearing Survey No. 77 measuring 5 Acre situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk and bounded on its:

East by : Land bearing Survey No. 76/1;  
West by : Land bearing Survey No. 78;  
North by : Land bearing Survey No. 67; and  
South by : Land bearing Survey No. 85;

2. **Property I-B:** All that piece and parcel of the immovable property being the land bearing Survey No. 85 measuring 4 Acre 39 Guntas excluding 01 Gunta kharab situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk and bounded on its:

East by : Land bearing Survey No. 76/1;  
West by : Land bearing Survey No. 78;  
North by : Land bearing Survey No. 67; and  
South by : Land bearing Survey No. 85;



3. **Property I-C:** All that piece and parcel of the immovable property being the land bearing Survey No. 105 measuring 4 Acre 37 Guntas excluding 03 Guntas kharab situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk and bounded on its:

East by : Land bearing Survey No. 76/1;  
West by : Land bearing Survey No. 78;  
North by : Land bearing Survey No. 67; and  
South by : Land bearing Survey No. 85;

*(Boundaries are as per the Sale Deed dated 24.06.2022)*

Property I-A to Property I-C are hereinafter collectively referred to as the “**Property I**”.

**E. DOCUMENTS EXAMINED:**

We have been provided with and have examined the photocopies of the documents listed in **Annexure- A** of this Report for the purpose of carrying out title due diligence on the Property I.

**F. FINDING BASED ON THE DOCUMENTS EXAMINED**

**I. TITLE:**

1. On perusal of the documents furnished to us, we note that the,  
(a) land bearing Survey No. 77 measuring 5 Acres (earlier known as Chalta No.107),  
(b) land bearing Survey No. 85 measuring 5 Acres including 1 Gunta kharab (earlier known Chalta No. 112),  
(c) land bearing Survey No. 105 measuring 5 Acres (including 3 Guntas of Kharab) (earlier known Chalta No.122),

all situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk. Further, we note that Survey Nos. 77,85 and 105 along with other survey numbers are curved out of larger land, originally bearing old Survey Nos. 22 to 30 measuring 320 Acres (referred herein as “**Survey Nos. 22 to 30**”).

2. It is observed from the Perpetual Lease dated 02.03.1956 that the Survey Nos. 22 to 30 was initially held by Mr. Venkatapathi Iyengar, who acquired the same under a registered Deed dated 21.02.1889, registered as Document No. 91 in Book-I, Volume 25 at page No. 210 to 225 in the office of the sub registrar Devanahalli executed by Mr. Seshagiri Rao and others. *We have not been provided with the said registered Deed dated 21.02.1889. We have been informed that the same is not available.*



3. It appears that Mr. Venkatapathi Iyengar passed away. Upon his demise his sons and grandsons namely, Mr. B.V. Raja Iyengar, Mr. B.V. Narayana Iyengar, Mr. B.V. Rama Iyengar, Late Mr. B. Krishna Iyengar (sons of Late Mr. Venkatapathi Iyengar), Mr. H.K. Dutt (son of Late Mr. B. Krishna Iyengar and grandson of Late Mr. Venkatapathi Iyengar), Mr. Pathi (son of Mr. B.V. Raja Iyengar and grandson of Late Mr. Venkatapathi Iyengar) came to hold the Survey Nos. 22 to 30.
4. We have been provided with the General Powers of Attorney dated 18.06.1954 executed by Mr. H.K. Dutt (son of Late Mr. B. Krishna Iyengar) authorising and appointing Mr. B.V. Narayana Iyengar (son of Late Mr. Venkatapathi Iyengar) as his attorney to do all the acts, deeds and things in the manner set out therein including the power to sell Survey Nos. 22 to 30 (*extent is not recorded*) (**Document No. 1**).
5. By virtue, a General Powers of Attorney dated 05.10.1954 (unregistered) Mr. B.V. Raja Iyengar (son of Late Mr. Venkatapathi Iyengar) and his son Mr. Pathi authorised and appointed Mr. B.V. Narayana Iyengar (son of Late Venkatapathi Iyengar) as their attorney to do all the acts, deeds and things in the manner set out therein including the power to sell Survey Nos. 22 to 30 (**Document No. 2**).
6. Thereafter the said Mr. B.V. Narayana Iyengar, Mr. B.V. Raja Iyengar (son of Late Mr. Venkatapathi Iyengar), and his son, Mr. Pathi, Mr. H.K. Dutt (son of Mr. B. Krishna Iyengar and grandson of Late Mr. Venkatapathi Iyengar) (represented by their General Power of Attorney Holder, Mr. B.V. Narayana Iyengar) and Mr. B.V. Rama Iyengar (son of Late Venkatapathi Iyengar) conveyed their right, title and interest in Survey Nos. 22 to 30 in favour Mr. V.N. Shankar and Mr. V.N. Sunder (sons of Mr. V.S. Natarajan) and Mr. R. Shankarappa (son of Mr. J. Ramaiah) under the Deed of Transfer of Perpetual Lease dated 02.03.1956 (**Document No. 3**).
7. We note from the recitals of the Sale Deed dated 08.10.1969 (*explained below*) that the said Mr. V.N. Shankar and Mr. V.N. Sunder (sons of Mr. V.S. Natarajan) and Mr. R. Shankarappa (son of Mr. J. Ramaiah) had divided the Survey Nos. 22 to 30 by metes and bounds through an oral partition entered amongst them. The said Mr. V.N. Shankar and Mr. V.N. Sunder (sons of Mr. V.S. Natarajan) were jointly entitled to the eastern portion of Survey Nos. 22 to 30 measuring 160 Acres and Mr. R. Shankarappa (son of Mr. J. Ramaiah) is entitled for the remaining western portion in Survey No. measuring 160 Acres.
8. On the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954 coming into force in respect of lands situated in Shetterahalli Village vide its Notification bearing No. RD 3 MIN 58 dated 13.01.1959, all the lands situated at Shetterahalli Village are vested with the State of Karnataka.



9. We note from the Deposition dated 16.10.1959 made by Mr. V.N. Shankar and Mr. V.N. Sunder before Special Deputy Commissioner, Bangalore District, seeking them to register as an occupant of lands bearing Survey Nos. 52 (6 Acres), 53 (4 Acres 20 Guntas), 54 (6 Acres), 55 (5 Acres), 56 (5 Acres), 57 (5 Acres), 58 (5 Acres), 59 (5 Acres), 93 (5 Acres), 87 (4 Acres 30 Guntas), 88 (4 Acres- 30 Guntas), 89 (8 Acres), 90 (6 Acres 20 Guntas) 97 (5Acres), 98 (5 Acres), 102 (5 Acres), 102 (5 Acres), 107 (5 Acres), 108 (5 Acres), 112 (5 Acres), 113 (5 Acres), 117 (5 Acres), 118 (5 Acres), 122 (5 Acres), 123 (5 Acres), 134 (5 Acres), 136 (4 Acres 20 Guntas), 137 (4 Acres 20 Guntas), 138 (5 Acres), 139 (4 Acres 20 Guntas), 128 (10 Acres) totally measuring 164 Acres all situated at Shetterahalli Village. *It is observed in the said Deposition that Mr. V.N. Shankar and Mr. V.N. Sunder have stated that they are the holders of 160 Acres out of 320 Acres in Survey Nos. 22 to 30. However, on adding up the extents referred in the Deposition it amounts to 164 Acres and the Special Deputy Commissioner under the Inam Regrant Order dated 10.02.1960 (as explained below) has recognized their occupancy rights to an extent of 164 Acres (Document No. 4).*
10. We have been provided with the Inam Regrant Order dated 10.02.1960, passed in the Case No. 56, by the Special Deputy Commissioner, which recognized the occupation of Mr. Shankar (acting for himself and on behalf on Mr. Sundar) to an extent of 164 Acres in the land bearing Survey Nos. 52 (6 Acres), 53 (4 Acres 20 Guntas), 54 (6 Acres), 55 (5 Acres), 56 (5 Acres), 57 (5 Acres), 58 (5 Acres), 59 (5 Acres), 93 (5 Acres), 87 (4 Acres 30 Guntas), 88 (4 Acres 30 Guntas), 89 (8 Acres), 90 (6 Acres 20 Guntas) 97 (5Acres), 98 (5 Acres), 102 (5 Acres), 102 (5 Acres), 107 (5 Acres), 108 (5 Acres), 112 (5 Acres), 113 (5 Acres), 117 (5 Acres), 118 (5 Acres), 122 (5 Acres), 123 (5 Acres), 134 (5 Acres), 136 (4 Acres 20 Guntas), 137 (4 Acres 20 Guntas), 138 (5 Acres), 139 (4 Acres 20 Guntas), 128 (10 Acres) (referred herein as '**Regrant Lands**') by registering them as the permanent tenant under section 5 of the Mysore (Personal and Miscellaneous) Inam Abolition Act, 1954 (Document No. 5).
11. We have been furnished with an Endorsement dated 15.05.1960 under Section 10 of Act issued by the office of the Special Deputy Commissioner, Inams Abolition, Bangalore which records Mr. V.N. Shankar as the occupant of the Regrant Lands (Document No. 6). Further, we have been provided with Register VIII issued pursuant to the re-grant order with respect to the Regrant Lands (Document No. 7).

Observations:

- a) *It appears from the recitals of the Sale Deed dated 08.10.1969 that the lands jointly acquired by Mr. Shankar, Mr. Sundar and Mr. Shankarappa was partitioned orally. In the absence of document either recording the terms of the oral partition or a subsequent confirmation by Mr. Shankar, Mr. Sundar and Mr. Shankarappa of the lands partitioned and allotted as the respective shares, the extent and location of lands allotted to Mr. Shankarappa will be unclear.*



- b) We have not been provided with ADLR Order and Revenue Sketch reflecting the survey numbers, extents, location of 164 Acres regranted to Mr. Shankar and Mr. Sundar. In the absence of the same and additionally due to the lack of a co-relation register linking the old survey numbers, the transitory chalta numbers with the new survey numbers, it is not possible to ascertain whether the lands originally acquired under the Deed of Transfer of Perpetual Lease dated 02.03.1956, subsequently regranted in Inam Regrant Order dated 10.02.1960 and thereafter sold by Mr. Shankar and Mr. Sundar by Deed of Transfer of Perpetual Lease dated 10.10.1961 were the same land parcels.
12. After the regrant, Mr. V.N. Shankar and Mr. V.N. Sunder (both sons of Mr. V.S. Natarajan) conveyed the said Regrant Lands in favour of Standard Brick and Tile Company (Yelahanka) Private Limited under the Deed of Transfer of Perpetual Lease dated 10.10.1961 (Document No. 8).
13. As evidenced from the Moola Tippani and the Mysore Revenue Survey (as explained below) the survey numbers referred in the Inam Regrant Order dated 10.02.1960, i.e., the Regrant Lands and the Sale Deed dated 10.10.1961 are recorded as the Chalta numbers. It is pertinent to note that the Moola Tippani and the Mysore Revenue Survey were prepared in the year 1958. However, the Inam Regrant Order dated 10.02.1960, Endorsement issued thereafter, and the subsequent Sale Deed dated 10.10.1961 does not refer to the new revenue survey numbers.
14. As per the Moola Tippani and the Mysore Revenue Survey below are the new revenue survey numbers assigned to the Chalta numbers/Survey numbers:

SL No.	Chalta Nos	Extent as per Inam Order		New Survey Nos.	Total Extents (including karab) as per Survey Records		
		Acres	Guntas		Acres	Guntas	Kharab in Guntas
1.	59	5	-	36	4	10	-
2.	57	5	-	37	5	19	-
3.	54	6	-	38	6	37	8
4.	53	4	20	42	5	-	5
5.	56	5	-	43	5	3	-
6.	58	5	-	44	4	38	-
7.	138	5	-	45	5	-	-
8.	98	5	-	56	5	-	2
9.	93	5	-	57	5	-	3
10.	134	5	-	58	5	-	-
11.	55	5	-	59	5	-	-
12.	52	6	-	60	6	6	9

13.	87	4	30	64	4	23	6
14.	88	4	30	65	4	17	6
15.	97	5	-	66	5	-	-
16.	102	5	-	67	5	-	-
17.	103	5	-	68	5	-	2
18.	108	5	-	76	5	-	3
19.	107	5	-	77	5	-	-
20.	136	4	20	78	4	3	6
21.	137	4	20	79	4	6	6
22.	89	8	-	84	7	7	12
23.	112	5	-	85	5	-	1
24.	117	5	-	86	5	-	3
25.	118	5	-	87	5	-	-
26.	113	5	-	88	5	-	2
27.	128	10	-	103	5	-	5
28.	123	5	-	104	5	-	3
29.	122	5	-	105	5	-	3
30.	139	4	20	106	4	29	2
31.	90	6	20	107	5	34	15
Total		164 Acres	-	Total	157	32	2 Acres 22 Guntas

*Observation:* We observed that even though the Inam Regrant Order dated 10.02.1960 issued to an extent of 164 Acres the extent as per the aforementioned Moola Tippani and the Mysore Revenue Survey sums up to 157 Acres 32 Guntas, including 2 Acres 22 Guntas of kharab. We have not been provided with any documents/information to ascertain the status of the balance extent of 6 Acres 8 Guntas. It appears that the Moola Tippani was prepared based on the extent in possession and enjoyment of Mr. Shankar and Mr. Sundar.

15. Thereafter, we note that one Mr. A.N. Ramarao (son of Late Mr. Narasappa), along with Mr. Mallappa (son of Mr. Muninanjappa) and Mr. A.E. Srikanthaiyah (son of Late Mr. Eswara Iyer) (Plaintiffs) filed a suit for specific performance in original suit bearing O.S No. 69/1962 before the court of Additional Civil Judge, Bangalore District, against Mr. V.N. Shankar, Mr. V.N. Sunder, Mr. V.S. Natarajan and Standard Brick and Tile Company (Defendants), directing the Defendants to execute sale deed in respect of the suit schedule property as per the contract of sale dated 21.10.1959. The said suit was decreed on 30.03.1965 in terms of the compromise petition filed by both, the Plaintiffs, and the Defendants. We gather from the Decree that Standard Brick & Tile Company (Yelahanka) Private Limited has agreed to transfer an extent of 30 Acres in the suit schedule property, in favour of Plaintiffs (**Document No. 9**). Further, we note that the suit schedule property is recorded in the Decree as Survey Nos. 52, 53, 54, 55, 56, 57, 58, 59, 93, 87, 88, 89, 90, 97, 98, 102, 102, 107, 108, 112, 113,

117, 118, 122, 123, 134, 136, 137, 138, 139 and 128 and subsequently renumbered as New Survey Nos. 36, 37, 38, 42, 43, 44, 45, 56, 57, 58, 59, 63 (*we have been informed that Survey No. 60 is erroneously recorded as Survey No. 63 in the Decree*), 64, 65, 66, 67, 68, 76, 77, 78, 79, 84, 85, 86, 87, 88, 103, 104, 105, 106 and 107.

Observations:

- a) *We have been informed that plaint, written statement, compromise petition and order sheets with respect to the O.S No. 69/1962 before the court of Additional Civil Judge, Bangalore District are not available.*
- b) *Further, we have not been provided with the sale deed where under an extent of 30 Acres was conveyed to Mr. A.N. Ramarao (son of Late Mr. Narasappa), Mr. Mallappa (son of Mr. Muninanjappa) and Mr. A.E. Srikanthaiyah (son of Late Mr. Eswara Iyer). We have been informed that the same is not available.*
- c) *We have been informed that Survey No. 60 is erroneously recorded as Survey No. 63 in the Decree dated 30.03.1965.*
- d) *We have not been provided with the constitutional documents of Standard Brick and Tile Company (Yelahanka) Private Limited. We have been informed that the same is not available.*

16. Standard Brick and Tile Company (Yelahanka) Private Limited had leased an of extent of 134 Acres vacant land formed out of Survey Nos. 35, 42, 60, 64, 65, 79, 78, 84, 102, 37, 43, 59, 58, 66, 67, 77, 85, 86, 105, 106, part of Survey Nos. 36, 44, 45, 57, 56, 68, 76, 88, 87, 104 and 103 for period of 30 years in favour of Bomawara Farms, (Partnership Firm), under the Indenture of Lease dated 30.03.1967 (**Document No. 10**). Subsequently, the said lease hold rights were surrendered in respect of the aforementioned lands by Bomawara Farms in favour of Standard Brick & Tile Company (Yelahanka) Private Limited under the Deed of Surrender of Lease dated 25.09.1969 (**Document No. 11**).

17. Before the execution of the aforementioned Deed of Surrender of Lease dated 25.09.1969, the said Standard Brick and Tile Company (Yelahanka) Private Limited represented by its Director Mr. V.N. Shankar and Bomawara Farms, represented by its partners Mr. R I Mazumdar executed an Agreement of Sale dated 23.06.1969 in favour of Mr. K.T.B. Menon, whereunder, Standard Brick and Tile Company (Yelahanka) Private Limited has agreed to sell an extent of 134 Acres formed out of Survey Nos. 35, 42, 60, 64, 65, 79, 78, 84, 102, 37, 43, 59, 58, 66, 67, 77, 85, 86, 105, 106, part of Survey Nos. 36, 44, 45, 57, 56, 68, 76, 88, 87, 104 and 103 to Mr. K.T.B. Menon (**Document No. 12**). *We have been informed that the said Agreement of Sale dated 23.06.1969 has not been cancelled.*



18. Thereafter, the said Standard Brick and Tile Company (Yelahanka) Private Limited represented by its Managing Director Mr. V.S. Nataraja Mudaliar conveyed an extent of 125 Acres in the land bearing Survey Nos. 38, 42, 60, 64, 65, 78, 79, 84, 107, 37, 59, 43, 58, 66, 67, 77, 85, 86, 105, 106, 103 and part of Survey Nos.36, 44, 45, 57, 56, 68, 76, 88, 87 and 104 in favour of Mr. Rajkumar Menon (son of Mr. K T B Menon) represented by his attorney holder Mr. K P Damodaran under the Sale Deed dated 08.10.1969 (Document No. 13). We note that a plan has been annexed to the said sale deed indicating the survey numbers and boundaries of the extent conveyed. We have not been provided with the said plan.
19. The Extract of Entry bearing No. MR 6 of 1969-70 made in the Mutation Register records the change of khata in respect of lands bearing Survey Nos.38, 42, 60, 64, 65, 78, 79, 84, 107, 37, 59, 43, 58, 66, 67, 77, 85, 86, 105, 106, 103, 36, 44, 45, 57, 56, 68, 76, 88, 87 and 104 was changed in name of Mr. Rajkumar Menon (Document No. 14).

Observations:

- a) *It is observed that neither the sale deed nor the mutation register records the individual extent of each survey number conveyed to Mr. Rajkumar Menon. We have been informed that there are no documents available to ascertain the individual extent of each survey number conveyed to Mr. Rajkumar Menon.*
- b) *We have not been provided with the Power of Attorney executed by Mr. Rajkumar Menon in to ascertain the powers granted to Mr. K P Damodara. We have been informed that the same is not available.*
- c) *Mr. Rajkumar Menon has dealt with the 125 Acres in the land bearing Survey Nos. 38, 42, 60, 64, 65, 78, 79, 84, 107, 37, 59, 43, 58, 66, 67, 77, 85, 86, 105, 106, 103 and part of Survey Nos.36, 44, 45, 57, 56, 68, 76, 88, 87 and 104 as an individual without involving any of his family members. From the documents provided to us we are unable to ascertain whether the said Mr. Rajkumar Menon purchased said lands from his self-earned funds or from the joint family funds.*
- d) *We note that Mr. Rajkumar Menon has passed away on 23.09.2021 (as reflected in the Order sheet of 562/2010). In this regard we have not been provided with the genealogical tree of Mr. Rajkumar Menon to ascertain the names of his family members.*

Title Flow with respect to Property I-A to Property I-C (i.e., "Property I").

20. Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) has agreed to sell land bearing Survey No. 77 measuring 5 Acres and Survey No. 85 measuring 5 Acres in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh) vide Agreement to Sell dated 20.01.1994 (unregistered). It is observed that Mr. Rajkumar Menon has agreed to handover



- the actual physical vacant possession of Survey No. 77 and Survey No. 85 at the time of registration of the sale deed. However, by virtue of a Letter dated 11.12.1995, we note that Mr. Rajkumar Menon has handover the actual vacant physical possession of Survey No. 77 and Survey No. 85, to Mr. Lakhan Singh (son of Mr. Bhagawanth Singh) (Document Nos.15 & 16).
21. Thereafter, Mr. Lakhan Singh (son of Mr. Bhagawanth Singh) executed a Deed of Assignment dated 29.12.1995 in favour of Mr. Girish J Shah (son of Mr. J.N Shah), whereunder Mr. Lakhan Singh assigned all his rights, title and interest in respect of Survey No. 77 measuring 5 Acres and Survey No. 85 measuring 5 Acres acquired under the Agreement to Sell dated 20.01.1994 (Document No. 17).
22. We have been provided with registered Special Power of Attorney dated 15.04.1996 executed by Mr. Rajkumar Menon (son of Mr. M.T Balakrishna Menon) authorising and appointing Mr. S. Raghunath (son of Late Mr. H. Shankar) and Mr. R. Venkatesh (son of Mr. M.V Ramanna) as his attorney holders, either jointly or severally to sell, sign and execute any such deeds and conveyance, to present before the appropriate sub registrar for registration, and to do all the acts, deeds and things in the manner set out therein with respect to Survey No. 77 measuring 5 Acres and Survey No. 85 measuring 5 Acres (Document No.18).
23. Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) has agreed to sell land bearing Survey No. 105 measuring 5 Acres in favour of Mrs. Priti G. Shah (wife of Girish Shah) vide Agreement to Sell dated 20.01.1994 (unregistered). It is observed that Mr. Rajkumar Menon has agreed to handover the actual physical vacant possession of Survey No. 105 at the time of registration of the sale deed. However, by virtue of a Letter dated 11.12.1995, we note that Mr. Rajkumar Menon has handover the actual vacant physical possession of Survey No. 105, to Mr. Lakhan Singh (son of Mr. Bhagawanth Singh) (Document Nos.19&20).
24. We have been provided with registered Special Power of Attorney dated 15.04.1996 executed by Mr. Rajkumar Menon (son of Mr. M.T Balakrishna Menon) authorising and appointing Mr. S. Raghunath (son of Late Mr H. Shankar) and Mr. R. Venkatesh (son of Mr. M.V Ramanna) as his attorney holders, either jointly or severally to sell, sign and execute any such deeds and conveyance, to present before the appropriate sub registrar for registration and admit execution of the same, and to do all the acts, deeds and things in the manner set out therein with respect to Survey No. 105 measuring 5 Acres (Document No. 21).



25. In the year 2008, the said Mr. Rajkumar Menon (son of Late Mr. K T B Menon), represented by his attorney holder Mr. R. Venkatesh (son of Late Mr. M.V Ramanna) sold Property I under the following sale deeds:

- a) Sale Deed dated 09.04.2008 executed by Rajkumar Menon (son of Late Mr. K T B Menon), represented by his attorney holder Mr. R. Venkatesh (son of Late Mr. M.V Ramanna) along with Mr. Girish Shah (son of Mr. J.N Shah) as a confirming party conveyed land bearing Survey No. 77 measuring 5 Acres and Survey No. 85 measuring 5 Acres (including 01 Gunta kharab) in favour of Ms. Esha Shah (daughter of Mr. G.J Shah) (Document No.22).
- b) Pursuant thereto the Extract of Entry bearing No. MR 30 of 2008-09 recording the grant of permission to change khata with respect to Survey No. 77 and Survey No. 88 in the name of Mrs. Esha G Shah.
- c) Similarly, Mr. Rajkumar Menon (son of Late Mr. K T B Menon), represented by his attorney holder Mr. R. Venkatesh (son of Late Mr. M.V Ramanna) along with Mrs. Priti G. Shah (wife of Girish Shah) as a confirming party conveyed land bearing Survey No. 105 measuring 5 Acres (including 03 Guntas kharab) in favour of Ms. Esha Shah (daughter of Mr. G.J Shah) under the Sale Deed dated 09.04.2008. Pursuant thereto the Extract of Entry bearing No. MR 27 of 2008-09 recording the grant of permission to change khata with respect to Survey No. 105 in the name of Mrs. Esha G Shah (Document No.23).

26. It is observed that in addition to the aforementioned transactions, the said Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon), has entered into multiple transactions with respect to Property I along with other survey numbers all situated at Shetterahalli Village. The details of the same are as below:

- a) By virtue of an Agreement of Sale dated 23.08.2007 the said Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) agreed to sell Property I along with other survey numbers to Mr. Arjunlal Sunderdas (son of late K. Sunderdas) (Document No.24) Under the said Agreement of Sale dated 23.08.2007, the said Mr. Arjunlal Sunderdas has paid the entire sale consideration of Rs. 12,00,00,000 (Rupees Twelve Crores Only) to Mr. Rajkumar Menon and the same is acknowledged and admitted by Mr. Rajkumar Menon.
- b) On the same day, Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) executed a Power of Attorney dated 23.08.2007 authorized Arjunlal Sunderdas and S.M.Lal (both sons of late K.Sunderdas) to sell and dispose off, to sign and execute any such deeds and conveyance, to present before the appropriate sub registrar with



respect to Property I along with other survey numbers (Document No.25).

- c) It is observed that in the year 2009, the said Mr. Rajkumar Menon has revoked the aforesaid Power of Attorney dated 23.08.2007 by virtue of the Deed of Revocation of Power of Attorney dated 14.12.2009 (Document No. 26).

*Observation: We have not been provided with any documents/deeds/information to ascertain if the aforesaid Agreement of Sale dated 23.08.2007 has been cancelled/terminated and if any suit has been filed Mr. Arjunlal Sunderdas.*

- d) In the year 2007, Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) has agreed to sell Property I along with other survey numbers in favour of Mr. P.S.Srinivasaiah (son of Mr. Siddappa), Mr. N.Mohan (son of Mr. T.Nagraja), Mr. Jaganath (son of Mr. H.Chikkamuniyappa) and Mr. V.K.Lohith (son of Mr. Kempegowda) (**“Mr. P.S.Srinivasaiah and others”**) vide Agreement of Sale dated 12.10.2007 (unregistered) (Document No.27). Under the said Agreement of Sale dated 12.10.2007, the said Mr. P.S.Srinivasaiah and others have paid an the advance sale consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) out of Rs. 10,50,00,000/- (Rupees Ten Crores Fifty Lakhs Only) to Mr. Rajkumar Menon and the same is acknowledged and admitted by Mr. Rajkumar Menon.

- e) Subsequently, Mr. Rajkumar Menon has executed a (notarized) General Power of Attorney dated 16.12.2007 authorising and appointing Mr. P.S. Srinivasaiah and others as his attorney holders to do all the acts, deeds and things in the manner set out therein including the power to sell with respect to Property I along with other survey numbers (Document No. 28).

- f) Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) has also executed (unregistered) Memorandum of Understanding dated 29.10.2010 with Mr. P.S.Srinivasaiah and others, whereunder Mr. Rajkumar Menon has agreed to sell 50% of the land in Property I along with other survey numbers and also availed financial assistance to complete legal proceedings initiated with regard to said lands (Document No. 29). Under the said Memorandum of Understanding dated 29.10.2010, the said Mr. P.S.Srinivasaiah and others have paid the financial assistance of Rs. 40,00,000/- (Rupees Forty Lakhs Only) to Mr. Rajkumar Menon for resolve the disputes which are pending before the civil court and Mr. Rajkumar Menon has represents that received the aforementioned amount.

*Observation: We have not been provided with any documents/deeds to ascertain if the aforesaid Memorandum of Understanding has been cancelled/terminated.*



- g) Later, the said Mr. Rajkumar Menon issued a Notice on 06.02.2014 to Mr. P.S.Srinivasaiah and others. Under the said Notice Mr. Rajkumar Menon has cancelled the aforementioned (notarized) General Power of Attorney dated 16.12.2007 (**Document No.30**). However, we have not been provided with any documents/reply notice by the said Mr. P.S. Srinivasaiah and others for the Notice dated 06.02.2014.
27. It is observed that Mr. Rajkumar Menon had objected the transfer of khata in the name of Mrs. Esha G Shah with respect to Property I vide MR No. 27 of 2008-09 made in the Mutation Register, before the Tahsildar, Devanahalli stating that there is a pending suit before the civil court i.e., O.S No. 90/2008 challenging the sale deeds executed in favour of Mrs. Esha G Shah. The Tahsildar, Devanahalli Taluk considering the fact that Mr. Rajkumar Menon has not submitted the relevant documents for the said matter and has not appeared for any of the hearing before the said authority, the Tahsildar, Devanahalli Taluk vide RRT (DS)98/2008-09 passed an Order on 30.03.2009 stating that there were no valid grounds and permitted the change of khata in respect of Property I in the name of Ms. Esha G Shah (**Document No.31**).
28. Pursuant to the aforesaid Order dated 30.03.2009, the Khata was changed in the name of Mrs. Esha G Shah with respect to Property I vide Extract of Entry bearing Nos. MR 47 of 2008-09 and MR 43 of 2008-09 made in the Mutation Register (**Document Nos. 32 & 33**).
29. However, we note that Mr. Rajkumar Menon being aggrieved by the Order dated 30.03.2009 in proceedings bearing No. RRT(DS)98/2008-09, preferred an appeal in Revenue Appeal bearing RA No.45/2009-10 before the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore against the Tahsildar and Mrs. Esha G Shah seeking to set aside the Order dated 30.03.2009. It is observed from the Order sheet that the said appeal was dismissed for non-prosecution on 22.11.2011 (**Document Nos. 34 & 35**).
30. We have been provided with the Extracts of Entry bearing Nos. MR T50 of 2021-22, MR T1 of 2021-22, MR T49 of 2021-22, MR T7 of 2021-22 and MR T8 of 2021-22, which reflects the change of khata in the name of Mrs. Esha G Shah pursuant to the Order passed in RRT/CR/295/2021 (**Document Nos. 36, 37, 38, 39 & 40**).
31. We note that Mrs. Nagarathna Murthy (wife of Mr. A. N. Rameshmurthy, daughter of late Mr. D.S. Hanumanth Rao) filed an appeal bearing No. RA (DE). 133/2017 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura against (a) The Tahsildar, Devanahalli Taluk, Bangalore Rural District, (b) Mr. Punith N. Shah son of Mr. N. J. Shah, (c) Mrs. Esha G Shah, seeking cancellation of the MR No. 47/2008-09, with regard to Survey No. 85 along with other survey number. We note that the Assistant Commissioner vide Order dated 19.04.2021, disposed off the said appeal directing Mrs.



- Nagarathna Murthy (wife of Mr. A. N. Rameshmurthy, daughter of late D.S. Hanumanth Rao) to seek relief in the civil court (Document No. 41 & 42).
32. Pursuant to the aforesaid Order dated 19.04.2021, the Khata was changed in the name of Mrs. Esha G Shah with respect Survey No. 85 vide Extract of Entry bearing No. MR T1 of 2021-22 made in the Mutation Register (Document No.43).
33. Mrs. Esha G Shah (daughter of Girish Shah) as vendor and Mrs. Varsha Shah as the confirming have conveyed Property I in favour of Tangled Up In Green Properties Private Limited (“TUIGPL”) under Sale Deed dated 24.06.2022 (Document No. 44).
34. We also understand from the recitals of the aforesaid Sale Deed dated 24.06.2022 that, Mrs. Esha Shah had agreed to sell Property I to Mrs. Varsha Shah i.e., the Confirming Party for a total sale consideration of Rs.12,00,00,000/- and the said Confirming Party confirms that she has paid the said entire sale consideration. Due to some reasons, the said Mrs. Esha Shah and Confirming Party could not complete the conveyance of the Property I. Hence the said Mrs. Esha Shah and the Confirming Party sold Property I in favour of TUIGPL. Further, we note that Mrs. Esha Shah and Mrs. Varsha Shah have acknowledged the receipt of the total sale consideration paid in the manner stated under the aforesaid Sale Deed dated 24.06.2022 and represented that there are no other monies payable by the TUIGPL on any account whatsoever for the conveyance of Property I.
35. We have been provided with the Extract of entry bearing MR T32/2023-24, MR T27/2023-24 and MR T29/2023-24 were made in the Mutation Registers records change of khata in the name of TUIGPL with respect to Property I (Document No. 45 to 47).
36. Mr. Rajkumar Menon had filed a in original suit bearing O.S No. 562/2010 on 06.12.2010 before the court of Senior Civil Judge, Devanahalli against (i) Mr. Venkatesh R, (ii) Mr. Raghunath S, (iii) Mr. Jayantilal N Shah, (iv) Mrs. Esha G Shah and (v) Mr. Punit N Shah (*Mr. R.Venkatesh and others*) seeking for (a) declaring that he is the absolute owner of the suit schedule properties (which includes Property I and other survey numbers) (b) grant of permanent injunction restraining Mr. Venkatesh R and others from alienating the suit schedule properties and (c) a declaring that the sale deeds all dated 09.04.2008 registered as Document Nos. 3855/2008-09, 3858/2008-09, 3862/2008-09, 3864/2008-09, 3865/2008-09 and 3867/2008-09 executed in favour of Punit N.Shah are null and void with regard to Property I and other survey numbers. The Hon’ble Court vide its order dated 08.08.2012 allowed the interlocutory application filed by Mr. Rajkumar Menon and granted temporary injunction restraining Mr. R.Venkatesh and others from alienating Property I and other survey numbers pending disposal of the suit. Aggrieved by the Order dated 08.08.2012, Mr. Jayantilal N.Shah, Mrs. Esha G.Shah, Mr. Punit N.Shah filed a Miscellaneous Appeal



bearing M.A No.146/2012 against Mr. Rajkumar Menon, Mr. R.Venkatesh and Mr. S.Raghunath and the same was dismissed on 22.01.2013.

37. Mr. Rajkumar Menon has contended that all the 13 (thirteen) independent Special Power of Attorney was subsequently cancelled under the Cancellation of Power of Attorney dated 07.04.1998. Even after the cancellation of the said Special Power of Attorney, the defendant No. 1 and 2 colluded with defendant No. 3 to 5 to knock of the schedule properties by playing a fraud and created sale deeds alleged to be executed by the plaintiff by virtue of the cancelled power of attorney holder.
38. Aggrieved by the Order dated 22.01.2013 passed in Miscellaneous Appeal bearing M.A No.146/2012, Mr. Jayantilal N. Shah, Mrs. Esha G.Shah, Mr. Punit N.Shah filed a Writ Petition bearing W.P.No.8926/2013, before the High Court of Karnataka, Bangalore against Mr. Rajkumar Menon, Mr. R.Venkatesh and Mr. S.Raghunath seeking to set aside the Order dated 22.01.2013 passed in the aforesaid Miscellaneous Appeal bearing MA No.146/2012. The High Court of Karnataka vide its Order dated 13.08.2014 allowed the petition and set aside the Order dated 08.08.2012 of trial court as well as the appellate court Order dated 22.01.2013 and remitted the matter to the trial court for fresh consideration.
39. Pursuant thereto the Hon'ble Senior Civil Judge and JMFC, Devanahalli, on fresh consideration dismissed the interlocutory application for temporary injunction in O.S.No.562/2010 vide Order dated 16.10.2014. Aggrieved by the said Order dated 16.10.2014, Mr. Rajkumar Menon preferred an appeal in M.F.A No. 7873/2014 connected with 8136/2014 (CPC) on the file of High Court of Karnataka against (i) Mr. Venkatesh R, (ii) Mr. Raghunath S, (iii) Mr. Jayantilal N Shah, (iv) Mrs. Esha G Shah and (v) Mr. Punit N Shah. The said appeal was dismissed with costs on 06.01.2015.
40. Mr. Rajkumar Menon filed a Special Leave Petition bearing SLP No.6895- 6896/2016 on the file of the Supreme Court of India against Mr. Venkatesh and others, challenging the Order dated 06.01.2015 passed by the High Court of Karnataka in M.F.A No. 7873/2014 connected with 8136/2014. The Special Leave Petition was dismissed on 03.01.2017.
41. We note from the order sheets that Mr. Rajkumar Menon has passed away on 23.09.2021 and as the legal heirs of the deceased plaintiff (i.e., Mr. Rajkumar Menon) were not brought on record within the statutory period, the suit was dismissed as abated on 16.02.2022.
42. It is observed that the said suit was restored and the plaintiff's (i.e., Mr. Rajkumar Menon) wife, Mrs. Geetha Rajkumar Menon was brought on record to the aforementioned suit as the legal representative of the deceased plaintiff by order dated 17.02.2023.



43. The said Mrs. Geetha Rajkumar Menon has filed an amended plaint whereunder she inter alia submits that the 13 special power of attorneys executed in favour of Defendant No. 1 and 2 was cancelled the said defendant No. 1 and 2 along with other defendants colluded each other and executed sale deeds in favour defendant Nos. 3 to 5 and the same is an invalid and nullified document. Further, alleged that the sale deeds in favour of defendant Nos. 3 to 5 created on the suit schedule properties are totally invalid documents and the suit schedule property right should not be derived or transferred in favour defendant No.3 to 5. The said Mrs. Geetha Rajkumar Menon has inter alia prays the Hon'ble court to pass a Judgement and Decree to declare that (i) the Plaintiff is the absolute owner in possession and enjoyment of the suit schedule properties, (ii) to restrain the defendant No. 3 to 5 from alienating, encumbrance or create charge on the suit schedule property pending disposal of the said suit and (iii) to declare all the sale deeds executed in the year 2008 in favour of defendant No. 3 to 5 as null and void.
44. Pursuant to the said amended plaint the said defendant Nos. 3 and 5 have filed their written statement and have inter alia submitted that the Plaintiff is bereft of any material facts and the Plaintiff is not entitled for any reliefs sought in the said suit and prays the Hon'ble High Court to dismiss the said suit.
45. *We have been informed that TUIGPL filed an application on 25.10.2023 to implead itself as a defendant as it has purchased Property I under the Sale Deed dated 24.06.2022. Further informed that the said application is pending consideration before the Hon'ble Court.*
46. It is observed that the said Mrs. Geetha Rajkumar Menon has filed two interlocutory applications i.e., IA No. 22 under Order 39 Rule 1 and 2 read with Section 151 of C.P.C. and IA No. 23 under Order 39 Rule 1 and 2 read with Section 151 of C.P.C. before the Hon'ble Court.
47. The said IA No. 22 was filed to grant an ad-interim order of temporary injunction restraining defendant No. 3 to 5 their men, agents, power of attorney holders, servants, or partners or anyone claiming through or them from creating any third party interest, selling, mortgaging, leasing or alienating the suit schedule property pending disposal of suit and grant such other reliefs.
48. Further, IA No. 23 was filed to grant an ad-interim order of temporary injunction restraining defendant No. 5 his men, agents, power of attorney holder/s, servants, or partners or anyone claiming through or under him from putting up any construction or altering or changing the nature of suit schedule property pending disposal of suit and grant such other reliefs.
49. The Hon'ble Court passed the following order on 30.10.2023 stating that:



- a) "IA No. 22 filed by the plaintiff under Order 39 Rule 1 and 2 read with Section 151 of C.P.C. is hereby allowed. The defendants No. 3 to 5, their agents are hereby restrained from alienating the schedule property in any manner in favour of anybody till disposal of the suit".
- b) "IA No. 23 filed by the plaintiff under Order 39 Rule 1 and 2 read with Section 151 of C.P.C. is hereby allowed. The defendant No. 5, his men, agents, power of attorney holder/s, servants, or partners or anyone claiming through or under him from putting up any construction or altering or changing the nature of suit schedule property pending disposal of suit".
50. Further, it is observed that a public notice was issued in The Times of India, an English daily on 06.11.2023 informing the public regarding the aforementioned Order dated 30.10.2023 with respect to Property I along with other survey numbers and not to enter into any transaction in respect to Property I along with other survey numbers.
51. *The said O.S No. 562/2010 is still pending and as per the Order Sheet (as per the online e-court portal) the said suit has been posted on 21.12.2023 for objection.*
52. It is observed that the defendant Nos. 3 to 5 have challenged the Order dated 30.10.2023 under the (i) Memorandum of Miscellaneous First Appeal bearing No. 7907/2023 and Miscellaneous First Appeal bearing No. 8066/2023 (MFAs/Appeals) before the Hon'ble High Court of Karnataka.
53. We have been provided with the Order dated 12.12.2023 (*obtained from online e-court portal*) whereunder we note that both the aforesaid Appeals filed before the Hon'ble High Court, were clubbed and a common order was passed by the Hon'ble High Court stating that the Order dated 30.10.2023 on IA Nos. 22 and 23 in the aforementioned OS No. 562/2010 is stayed, subject to the condition that if the appellants or their purchasers carry out any constructions of the buildings on the suit schedule properties, the same is made subject to the ultimate decision of these appeals as well as the suit before the trial Court. Further directed that if any third-party interest is created in respect of the suit schedule properties by the appellants or their purchasers, the deed in question shall clearly stipulate that the matters are sub judice and the sale shall be subject to the ultimate decision of these appeals as well as the suit before the trial Court.
54. Mr. Rajkumar Menon had filed a suit for permanent injunction in original suit bearing O.S No. 90/2008 before the court of Civil Judge (Junior Division), Devanahalli, Bangalore Rural District, against Mr. Anurag Jain with respect to Survey Nos.45/1, 56/1, 57/1, 58, 59, 60, 64, 65, 66, 67, 68, 76, 77, 78, 79, 84, 85, 86, 87, 88, 103, 104, 105 and 106 measuring 105. The Hon'ble High Court, Bangalore by an Order dated 30.11.2009, allowed the interlocutory application filed by Mr. Rajkumar Menon and directed Mr. Rajkumar Menon and Mr.



- Anurag Jain shall maintain the status quo with regard to the possession of the aforesaid plaint schedule properties till the date of disposal of the suit. We note from the Order Sheet (as per the online e-court portal) that the said suit has been dismissed as not pressed on 08.07.2023.
55. We note that Mr. P.S. Srinivasaiah and others, had filed a suit for specific performance in original suit bearing O.S No. 199/2014 before the court of the Senior Civil Judge, Devanahalli against Mr. Rajkumar Menon, seeking for an execution of sale deed in favour of Mr. P.S. Srinivasaiah and others with respect to Property I and other survey numbers. We note from the Order Sheet that the said suit has been dismissed for non-prosecution on 19.02.2023.
56. One Mrs. Nagarathna Murthy (wife of Mr. A.N.Ramesh Murthy) filed an original suit bearing O.S.No. 391/2012 before the court of the Civil Judge (Senior Division), Devanahalli against (i) Standard Bricks & Tiles Company Private Limited, (ii) Mr. V.S.Nataraja Mudaliyar (iii) Mr. V.N. Shankar, (iv) Mr. V.N. Sundar, (v) Bomavara Farms, (vi) Mr. Rajkumar Menon, (vii) Mr. K.P.Damodaran, (viii) Mr. R.Venkatesh, (ix) Mr. Jayantilal N Shah, (x) Mrs. Shreya A Shah, (xi) Mr. Punit N.Shah, (xii) Mr. Atul J Shah, (xiii) Mr. A. N. Rama Rao, (xiv) Mr. M. Veerabhadrapa, (xv) Mrs. Sakamma, (xvi) Mr. K. V. Shankar, (xvii) Mr. Anuraj Jain, partner of Vinayaka Enterprises and (xviii) Mr. S. Raghunath. We note that the said suit is for (a) declaration of title, (a) Surrender of Lease Deed dated 25.09.1969, Sale Deed dated 08.10.1969, Sale Deed dated 06.01.1983, Sale Deed dated 09.04.2008, Sale Deed dated 09.04.2008, Gift Deed dated 28.02.1995, Sale Deed dated 31.10.1994 and (c) grant of permanent injunction restraining Standard Bricks and others from interfering with her peaceful possession of Survey Nos.37 measuring 3 Acres 12 Guntas, 66 measuring 6 Acres, 67 measuring 6 Acres and 68 measuring 9 Acres 8 Guntas, situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. *The said suit is still pending.* We note from the Order Sheet (as per the online e-court portal) that the said suit has been posted on 01.02.2024 for reissue notice on IA Nos. 15 and 16.
57. The original suit bearing O.S No. 667/2015 filed before the Senior Civil Judge and JMFC, Devenahalli by Mrs. Nagarathna Murthy against Standard Brick & Tiles Company Private Limited and 12 others, seeking reliefs of injunction and declaration that she is the owner of the lands bearing Survey No. 85. She has further submitted in the plaint that the said lands were regranted to her grandfather i.e., Mr. D. Shama Rao as per the Order dated 10.02.1960 in Case No. 06/1959-60. *We have not been provided with the said Inam regrant Order dated 10.02.1960. The suit is still pending.* We note from the Order Sheet (as per the online e-court portal) that the said suit has been posted on 16.01.2024 for notice.
58. We note that Mrs. Esha Shah filed an original suit bearing OS No. 840/2008 before the Civil Judge (Junior Division), Devanahalli against Rajkumar Menon, S Raghunath and R Venkatesh (Defendants). The relief sought by Mrs. Esha Shah is (a) an interlocutory



application seeking for temporary injunction restraining Defendants or anyone claiming through them from interfering with peaceful possession of Property I and alienating Property I during pendency of the said suit. The Hon'ble court has granted the temporary injunction. *The suit is still pending.* We note from the Order Sheet (as per the online e-court portal) that the said suit has been posted on 20.12.2023 for objection.

## II. REVENUE RECORDS & ENDORSEMENTS:

59. We have been provided with the Index of Land and Extract of Entry bearing Nos. RR 242, 244 and 248 made in the Record of Rights issued in respect of Survey Nos. 77, 85 and 105 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited as the holder (Document Nos. 48 & 49).

### Observations:

- a) *The aforesaid Index of Land refers the Order bearing ASNR No. A 35 PR 67/1969-70 dated 11.09.1969. We have been informed that Order bearing ASNR No. A 35 PR 67/1969-70 dated 11.09.1969 is not available.*
- b) *Further, the Record of Rights refers to the Extract of Entry bearing No. MR 3 of 1969-70 made in the Mutation Register. We have been informed that said mutation register is not available.*

60. Record of Rights, Tenancy and Crops ("RTCs") issued in respect of Survey No. 77 (Document No.50):

- (a) for the years 1968-69 to 1972-73 reflects Mr. V. N. Shankar and Mr. V. N. Sundar are the joint holders,
- (b) for the years 1973-74, 1975-76 to 1978-79 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited as the holder,
- (c) for the years 1979-80 to 1983-84 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited and Mr. Rajkumar Menon are the holders,
- (d) for the years 1984-85 to 2008-09 reflects Mr. Rajkumar Menon as the holder,
- (e) for the years 2009-10 to 2011-12 reflects Ms. Esha G. Shah as the holder.
- (f) for the years 2012-13 to 2020-21 reflects Ms. Esha G. Shah as the holder and records Court stay dated 28.02.2011 in O.S. No.562/2010 and O.S No. 90/2008,
- (g) for the years 2021-2022 to 2022-23 reflects Ms. Esha G. Shah as the holder. Further, we note that the reference of the courts stays in O.S. No.562/2010 and O.S No. 90/2008 has been removed.
- (h) for the year 2023-24 reflects TUIGPL as the holder.

Observation: *We have not been provided with the RTCs issued in respect of Survey No. 77 for the year 1974-75.*



61. RTCs issued in respect of Survey No. 85 (Document No. 51):

- (a) For the years 1968-69 to 1972-73 reflects Mr. V. N. Shankar and Mr. V. N. Sundar are the joint holders,
- (b) for the years 1973-74, 1975-76 to 1978-79 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited as the holder,
- (c) for the years 1979-80 to 1983-84 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited and Mr. Rajkumar Menon are the holders,
- (d) for the years 1984-85 to 2001-02 reflects Mr. Rajkumar Menon as the holder,
- (e) for the years 2002-03 to 2008-09 reflects Mr. Rajkumar Menon as the holder,
- (f) for the years 2009-10 to 2011-12 reflects Ms. Esha G. Shah as the holder,
- (g) for the years 2012-13 to 2016-17 reflects Ms. Esha G. Shah as the holder and records Court stay dated 28.02.2011 in O.S. No.562/2010 and O.S No. 90/2008,
- (h) for the years 2017-18 to 2020-21 reflects Ms. Esha G. Shah as the holder and records Court stay as per RA No. (De) 133/2017 dated 29.08.2017,
- (i) for the year 2021-22 to 2022-23 reflects Ms. Esha G. Shah as the holder. Further, we note that the reference of the stay as per RA No. (De) 133/2017 dated 29.08.2017 has been removed.
- (j) for the year 2023-24 reflects TUIGPL as the holder.

*Observation: We have not been provided with the RTCs issued in respect of Survey No. 85 for the year 1974-75.*

62. RTCs issued in respect of Survey No. 105 (Document No. 52):

- (a) for the years 1968-69 to 1972-73 reflects Mr. V. N. Shankar and Mr. V. N. Sundar are the joint holders,
- (b) for the years 1973-74, 1975-76 to 1978-79 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited as the holder,
- (c) for the years 1979-80 to 1983-84 reflects M/s. Standard Brick and Tile Company (Yelahanka) Private Limited and Mr. Rajkumar Menon are the holders,
- (d) for the years 1984-85 to 2008-09 reflects Mr. Rajkumar Menon as the holder,
- (e) for the years 2009-10 to 2011-12 reflects Ms. Esha G. Shah as the holder,
- (f) for the years 2012-13 to 2020-21 reflects Ms. Esha G. Shah as the holder and records Court stay dated 28.02.2011 in O.S. No.562/2010 and O.S No. 90/2008
- (g) for the year 2021-22 to 2022-23 reflects Ms. Esha G. Shah as the holder. Further, we note that the reference of the courts stays in O.S. No.562/2010 and O.S No. 90/2008 has been removed.
- (h) for the year 2023-24 reflects TUIGPL as the holder.

*Observation: We have not been provided with the RTCs issued in respect of Survey No. 105 for the year 1974-75.*



63. We have been provided with the Revision Settlement Akarbandh with respect to the below mentioned survey numbers and we note that the (Document No. 53).
- (a) Survey No. 77 reflects the total extent of land to be 5 Acres, with no kharab.
- (b) Survey No. 85 reflects the total extent of land to be 5 Acres, including 1 Gunta 'B' kharab.
- (c) Survey No. 105 reflects the total extent of land to be 5 Acres, including 3 Guntas of 'B' kharab.
64. We have been provided with the Moola Tippani and Mysore Revenue Survey issued with respect to Survey Nos. 77, 85 and 105 which reflects the shape of land (Document No.54).
65. We have been provided with the map of Shettrahalli Village indicating the location of the land bearing Survey Nos. 77, 85 and 105 (Document No.55).
66. We have not been provided with the Endorsement issued by the Assistant Commissioner, Bengaluru stating that no proceedings have been filed under Section 79 A, B and 80 of the Karnataka Land Reforms Act, 1961 in respect of Property I.
67. We have not been provided with the Endorsement issued by Tahsildar to the effect that Property I (a) do not come under the purview and (b) no proceedings have been filed, pending or disposed off in respect of the provisions of the Section 48A and 77A of Karnataka Land Reforms Act, 1961.
68. We have been provided with Endorsement bearing No. PTCL(D)(E) CR:71 of 2021-22 dated 08.07.2021 with respect to Property I issued by the Assistant Commissioner, Doddaballapura Sub-division to the effect that no proceedings have been filed under Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978. The said endorsement further states that if provisions of Karnataka Scheduled Castes & Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 are found to be violated, then suo moto proceedings will be initiated and action will be taken in accordance with the said act. (Document No.56)

### III. ACQUISITIONS:

69. Endorsement bearing No. Bengaluru/SLAO-2/995/2021-22 dated 30.06.2021 was issued by Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board Bangalore to the effect that Property I are not notified for acquisition for any of its projects (Document No.57).



70. Endorsement bearing No. KHB/LAO/Devanahalli/253/2020-21 dated 15.07.2021 was issued by Special Land Acquisition Officer, Karnataka Housing Board Bangalore to the effect that Property I are not notified for acquisition for any of its projects (Document No.58).
71. Endorsement bearing No. SLAO/LA/NH207/C.R. /228/2021-22 dated 18.12.2021 was issued by Special Land Acquisition Officer and Competent Authority National Highways Authority of India Kunigal NH 207 (Hoskote Dabaspeth Section) Site of Nelamangala Bangalore Rural District, to the effect that Property I has not been acquired or notified for acquisition for any of their projects as on date (Document No.59)

**IV. LAND USAGE & LAND CONVERSION:**

72. As per the Revised Master Plan-2031 issued by Satellite Town Ring Road Planning Authority, the land bearing Survey Nos. 77, 85 and 105 is classified as agricultural zone. Further, we note that a foot tract has passing through Survey Nos. 85 and 105.
73. We have been provided with the Commencement Certificate bearing No. STRRPA/TP/CLU/43/2021-22 dated 18.03.2022 issued by the Satellite Town Ring Road Planning Authority ("STRRPA") whereunder the said authority has granted permission for the change of land use from agricultural zone to Residential zone with respect to Property I as per provisions of Section 14(A) of the Karnataka Town & Country Planning Act, 1961, subject to the terms and conditions set out therein (Document No. 60).
74. Official Memorandum bearing No. 489996 dated 21.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 77 measuring 5 Acres for non-agricultural Layout - residential purposes (Document No.61).
75. Extract of entry bearing MR No. T69/2022-23 made in the Mutation Register with respect to Survey No. 77 reflects change of land from agricultural to non-agricultural Layout residential purpose (Document No. 62).
76. Official Memorandum bearing No. 490751 dated 27.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 85 measuring 5 Acres for non-agricultural Layout - residential purposes (Document No.63).
77. Extract of entry bearing MR No. T76/2022-23 made in the Mutation Register with respect to Survey No. 85 reflects change of land from agricultural to non-agricultural Layout residential purpose (Document No.64).



78. Official Memorandum bearing No. 489997 dated 21.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 105 measuring 5 Acres for non-agricultural Layout - residential purposes (Document No.65).
79. Extract of entry bearing MR No. T70/2022-23 made in the Mutation Register with respect to Survey No. 105 reflects change of land from agricultural to non-agricultural Layout residential purpose (Document No.66).

#### V. KHATA AND PROPERTY TAX:

80. We have not been provided with the E-khata in Form 9 and 11A issued by issued by Vishwanathapura Grama Panchayat in the name of TUIGPL in respect of Property I.
81. We have been provided with the tax paid receipts bearing No. 0705873 dated 10.01.2022 of the amount of Rs. 60/- for the years 2019-20, 2020-21 and 2021-22 evidencing the payment of land revenue in respect of Property I (Document No.67).
82. We have not been provided with the receipts evidencing the payment of property tax in respect of Property I for the years 2022-23 and 2023-24.

#### VI. LITIGATION

83. The Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura initiated proceedings in case bearing LRF/SR(de)167, 168, 169/2009-10 and Notice issued in LRF/SR(de)65/2015-16, against Mr. Jayantilal N.Shah, Mrs. Esha G.Shah, and Mr. Punit N.Shah for the violation of Section 79A & 79B of the Karnataka Land Reforms Act, 1961 while purchasing Property I along with other lands (Document No. 68 & 69).
84. During the pendency of the said proceedings, Mr. Jayantilal N.Shah, Mrs. Esha G.Shah, and Mr. Punit N. Shah filed a Writ Petitions bearing W.P Nos. 30563-65/2015. The Hon'ble High Court, Bangalore by an Order dated 03.08.2015 dismissed the said writ petitions. *We have not been provided with the documents relating to Writ Petitions bearing W.P Nos. 30563-65/2015 and 30743-66/2015, the same is evidenced from the Order passed in W.A Appeal No.2711-2713/2015 before the High Court of Karnataka, Bangalore.*
85. Aggrieved by the said order dated 03.08.2015, Mr. Jayantilal N.Shah, Mrs. Esha G.Shah, and Mr. Punit N.Shah filed a Writ Appeal bearing W.A. No.2711-2713/2015 before the High Court of Karnataka, Bangalore. However, we note that during pendency of the aforesaid Writ Appeals, the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore, having



satisfied that Mr. Jayantilal N.Shah, Mrs. Esha G.Shah, and Mr. Punit N.Shah have not violated Sections 79A & 79B, based on the documents provided by his Order dated 27.11.2019 dropped the said proceedings in case bearing LRF/SR(de)167, 168, 169/2009-10 and LRF/SR(de)65/2015-16. Accordingly writ appeals bearing W.A. No.2711- 2713/2015 were disposed on 06.12.2019 (Document No. 70).

86. Apart from the civil suits as referred to above, there are 3 (three) criminal cases as explained below.
87. Firstly, Mr. Rajkumar Menon filed a complaint before the Vishwanathapura Police Station against (i) Mr. R.Venkatesh, (ii) Mr. S.Raghunath, (iii) Mr. Punit N. Shah, (iv) Mr. Jayantilal S. Shah, (v) Mrs. Esha G. Shah, (vi) Mr. Naresh G. Shah, (vii) Mrs. Atul G. Shah, (viii) Mr. Girish G. Shah, (ix) Mr. Anurag Jain, (x) Mrs. Shreya A. Shah, (xi) Mrs. Varsha N. Shah, (xii) Mr. Priti G. Shah, (xiii) Mr. Dayanand Pai and (xiv) Mr. Suresh Pai (**"Accused"**) alleging that the Accused have committed offences punishable under Sections 420, 465, 466, 468, 471 of Indian Penal Code. The Vishwanathapura Police Station having registered the complaint in Crime No. 32/2012 and having investigated the said complaint, filed 'B' report before the Additional Civil Judge and JMFC, Devanahalli, stating that no evidence was found to back the allegations made by Mr. Rajkumar Menon and further stated that Rajkumar Menon has given a false statement claiming to have revoked the Powers of Attorney executed in favour of Mr. R.Venkatesh and Mr. S. Raghunath by way of Revocation of Power of Attorney dated 07.04.1998. However, it was found that the document under which he claims to have revoked the said powers was not in actual in favour of Mr. Venkatesh and Mr. Raghunath but was a General Power of Attorney dated 03.04.1998 by one Mr. David Daniel Selvaraj in favour of Jalaluddin Khan with regard to a property situated at Chennai. Mr. Rajkumar Menon having failed to furnish the revocation of power, the Hon'ble court vide its order dated 27.09.2013 accepted 'B' Report and closed the said criminal case (Document Nos.71 & 72).
88. Secondly, Mr. R.Venkatesh (son of Mr. M.V.Ramanna) having learnt about the fraud played by Mr. Rajkumar Menon as regards the revocation of the powers of attorney, Mr. R.Venkatesh son of Mr. M.V.Ramanna filed a complaint against Mr. Rajkumar Menon in Crime No.114/2012 in P.C.R. No.273/2012, with the Vishwanathapura Police Station. The Vishwanathapura Police Station having investigated the matter, filed final report before the Civil Judge and JMFC, Devanahalli and on perusing the final report, the Hon'ble Court of Civil Judge and JMFC, Devanahalli took cognizance of the matter and registered a criminal case bearing C.C. No.2095/2013 against Rajkumar Menon. It is pertinent to note from the order dated 04.04.2023 (as per online e-court portal), that the said case is dismissed as Abated, on the death of Mr. Rajkumar Menon.



89. Mr. Rajkumar Menon filed another complaint before Vishwanathapura Police Station against Mr. S.Raghunath, Vinayaka Enterprises, Mr. Anurag Jain and Mr. Naresh Shah alleging that they have committed offences punishable under Sections 408, 419, 420, 465, 468, 471, 120(B) and 34 of Indian Penal Code. The Vishwanathapura Police Station having registered the complaint in Crime No. 37/2015 and having investigated the said complaint and filed a 'B' report on 22.02.2015, stating that no evidence was found to back the allegations made by Rajkumar Menon. The said B Report came to be accepted and the criminal case came to be closed.
90. We have been informed that there are no litigations currently pending or disposed off in respect of Property I other than mentioned hereinabove. Please note, the conclusion in this Title Report shall be subject to the final outcome of the pending litigations.

## VII. DEVELOPMENT:

91. We have been provided with Relinquishment Deed dated 18.12.2023 executed by TUIGPL and Mr. Punit N Shah represented by his general power of attorney holder TUIGPL in favour of Secretary and Directors of Town and Country Planning of STRRPA, Bangalore, whereunder (i) an extent of 23,370.2 square meters has been relinquished for the purpose of land bank for Satellite Town Ring Road, (ii) an extent of 22,325.6 square meters has been relinquished for the purpose of civic amenities and (iii) an extent of 8532.3 square meters has been relinquished for the purpose of road widening in Property I along with other survey numbers all situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District (Document No. 73).
92. TUIGPL and Mr. Punit N Shah represented by his general power of attorney holder TUIGPL have obtained an Provisional Residential Layout Approval Letter bearing No. STRRPA/TP/LAO/07/2023-24 dated 19.12.2023 from Secretary and Joint Director of Town and Country Planning Act and STRRPA, whereunder STRRPA has granted its provisional approval for the residential development proposed to be developed in land bearing various survey numbers admeasuring 116 Acres 33 Guntas situated at Shetterahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District (including Property I), on terms and conditions set out therein. The provisional approval also states that the applicants are in possession of only 115 Acres 16 Guntas in the above mentioned lands and accordingly provisional approval for the residential layout has been granted for an extent of 115 Acres 16 Guntas which the applicant is in possession (Document No. 74). Some of the conditions for the grant of provisional approval are as follows:
- (a) The developmental activities are required to be completed within 2 years from the date of the aforesaid Provisional Residential Layout Approval Letter. Further stated that if the development activities are not completed within 2 years, then the said approval can be renewed from the said authority by the applicants.



- (b) The applicant is required to relinquish/transfer to the planning authority, the area earmarked for road, park and civic amenities site free of cost to the authority by way of registered relinquishment deed.
- (c) The provisional approval has been granted only for the purposes of demarcation and undertaking developmental activities and the sites shall not be alienated nor shall the khata in respect of the sites be opened in any manner and commencement certificates/building licenses shall not be granted.
- (d) Final approval with respect to the residential layout shall be granted to the applicant only on the completion of all the developmental activities.
- (e) The project shall be registered under the Karnataka Real Estate Regulation Authority mandatorily and advertisement of project and allotment of plot shall be pursuant to the registration under said authority.

93. We have been provided with the Sanctioned Provisional Residential Layout Plan dated 19.12.2023 ('**Layout Plan**') issued by the Secretary and Directors of Town and Country Planning of STRRPA, Bangalore, whereunder the residential sites are sought to be developed in Property I along with other survey numbers admeasuring 115 Acres 16 Guntas (**Document No. 75**). Further, the Layout Plan provided the following land use analysis statement:

- (a) the total area of land being developed is 4,67,000.7 square meters;
- (b) area reserved for residential is 2,30,231.1 square meters;
- (c) area reserved for commercial is 13,317.1 square meters;
- (d) area reserved for park is 45,136.1 square meters;
- (e) area reserved for civic amenities is 22,325.6 square meters;
- (f) area reserved for road is 1,24,100.7 square meters;
- (g) area reserved for NH road widening is 8,532.3 square meters;
- (h) area reserved for land bank for STRR project is 23,370.2 square meters;
- (i) Further, we note from the Layout Plan that 968 plots having total area of 2,30,204 square meters are proposed to be developed.

#### VIII. ENCUMBRANCE / CHARGE:

94. Encumbrance Certificates issued in respect of old Survey No.22 to 30 and new Survey Nos. 36, 36/1, 37, 38, 42, 43, 44, 44/1, 45, 45/1, 57, 57/1, 60, 64, 65, 68, 68/1, 76, 76/1, 77, 78, 79, 84, 85, 104, 104/1, 105, 106 and 107 for the period 01.04.1947 to 31.03.2008 reflects the Deed of Transfer of Perpetual Lease dated 10.10.1961 (11.10.1961), Sale Deed dated 31.10.1994 (28.02.1995), Sale Deed dated 25.11.1994 (28.02.1995) (**Document No.76**).



*Observation:* The aforementioned Encumbrance Certificates does not reflect Deed of Transfer of Perpetual Lease dated 02.03.1956, Indenture of Lease dated 30.03.1967, Deed of Surrender of Lease dated 25.09.1969, Sale Deed dated 08.10.1969. We have not been provided with the fresh Encumbrance Certificates reflecting the aforementioned transactions.

95. Encumbrance Certificates issued in respect of Survey No. 77 for the period 01.04.2004 to 14.09.2021 reflects Sale Deed dated 22.10.2008. We have also been provided with Nil Encumbrance Certificate issued with respect to Survey No. 77 for the period 01.04.2020 to 09.02.2022 (Document No.77).
96. Encumbrance Certificates issued in respect of Survey No. 85 for the period 01.04.2004 to 14.09.2021 reflects Sale Deed dated 22.10.2008. We have also been provided with Nil Encumbrance Certificate issued with respect to Survey No. 85 for the period 01.04.2020 to 09.02.2022 (Document No.78).
97. Encumbrance Certificates issued in respect of Survey No. 105 for the period 01.04.2004 to 14.09.2021 reflects Sale Deed dated 22.10.2008. We have also been provided with Nil Encumbrance Certificate issued with respect to Survey No. 105 for the period 01.04.2020 to 09.02.2022 (Document No.79).
98. Encumbrance Certificate issued with respect to Survey No. 77 for the period from 01.01.2022 to 21.10.2023 reflects Memorandum of Entry Recording Mortgage by Deposit of Title Deeds by Constructive Delivery dated 23.08.2023 (*Agreement of Sale of Immovable Property dated 30.03.2022 with respect to Survey No. 7 and the same doesn't not form part of this Title Report*) (Document No.80).

*Observations:* We note the aforesaid encumbrance certificate does not reflect Sale Deed dated 24.06.2023 and Memorandum of Entry Recording Mortgage by Deposit of Title Deeds dated 23.08.2023. We have not been provided the fresh encumbrance certificate reflecting the aforesaid transactions.

*Further, we have not seen Encumbrance Certificates issued in respect of Survey No.77 for the period from 22.10.2023.*

99. Encumbrance Certificates issued with respect to (i) Survey No. 85 and (ii) Survey No. 105 for the period from 01.01.2022 to 21.10.2023 reflects Memorandum of Entry Recording Mortgage by Deposit of Title Deeds by Constructive Delivery dated 23.08.2023 (Document No. 81 & 82).



*Observations: We note the aforesaid encumbrance certificate do not reflect Joint Development Agreement dated 24.06.2022, Memorandum of Entry Recording Mortgage by Deposit of Title Deeds dated 23.08.2023. We have not been provided the fresh encumbrance certificate reflecting the aforesaid transactions.*

*Further, we have not seen Encumbrance Certificates issued in respect of Survey Nos. 85 and 105 for the period from 22.10.2023.*

100. A charge has been created over Property I as a security for securing the non- convertible debentures aggregating to Rs. 273,70,00,000/- (Rupees Two Hundred and Seventy-Three Crores Seventy Lakhs Only) issued by TUIGPL to Vistra pursuant to the Debenture Trust Deed dated 17.12.2021 and an Amended and Restated Debenture Trust Deed dated 25.03.2022 (**TUIGPL NCDs**). Pursuant thereto, the title deeds with respect to Property I were deposited with Vistra as recorded in the Memorandum of Entry Recording Mortgage by Deposit of Title Deeds dated 23.08.2023 (**Document No.83**).
101. Thereafter, second ranking charge has also been created over the Property I as a security for the non-convertible debentures aggregating to Rs. 240,00,00,000/- (Rupees Two Hundred and Forty Crores Only) issued by Total Environment Habitat Private Limited to Vistra under the Debenture Trust Deed dated 23.06.2016 (**TEHPL NCDs**). Pursuant thereto, constructive delivery of the title deeds has been effected with respect to Property I as evidenced by the Memorandum of Entry Recording Mortgage by Deposit of Title Deeds by Constructive Delivery dated 23.08.2023 (**Document No.84**).
102. We have been informed that there are no charge created in respect of Property I other than mentioned herein above.

#### **IX. INSPECTION OF ORIGINAL DOCUMENTS & PUBLIC NOTICE:**

103. We have inspected the original/certified copy/photocopy of the title and other documents in respect of Property I and the original/certified copy/photocopy documents mentioned in **Annexure B** are in the custody of Vistra ITCL (India) Limited.
104. A public notice was issued in The Hindu, an English daily and Udayavani, a Kannada daily on 20.11.2021 inviting objections if any from the general public with respect to Property I (**Document No.85**).
105. In this regard, an objection was received from Rajesh and Rajesh, Advocates, representing the Mrs. Geetha Rajkumar Menon (wife of Late Mr. Rajkumar Memon) in notice styled "By RPAD" on 11.04.2022, stating that his client husband i.e., Mr. Rajkumar Menon filed a suit in O.S No. 96/2015 before the Hon'ble Senior Civil Judge and JMFC at Devanahalli seeking



inter alia relief of cancellation of two sale deeds executed in favour of Vinayaka Enterprises. However, after the death of Mr. Rajkumar Menon on 23.09.2021 the said suit has been dismissed for non-prosecution and his client are in the process of seeking restoration of the said suit. Further, Mr. Rajkumar Menon filed a suit in O.S No. 562/2010 before the Hon'ble Senior Civil Judge and JMFC at Devanahalli seeking inter alia relief of declaration that the sale deed executed in favour of Mr. Punit N Shah and others as null and void, as the same was executed utilizing a power of attorney which was cancelled and the said suit has been dismissed as having been abated after the death of Mr. Rajkumar Menon and his client is in process of seeking restoration of the suit (Document No. 86). It is pertinent to note that O.S No. 562/2010 has been restored the said Mrs. Geetha Rajkumar Menon has brought on record in the said suit as the legal representative of the deceased plaintiff on 17.02.2023. The said suit is still pending as on date and the details of the same is explained above.

**G. CONCLUSION:**

Subject to (a) the comments and observations made in the Title Report, (b) outcome of the pending litigations mentioned in this Title Report and (c) areas relinquished to Satellite Town Ring Road Planning Authority under the Relinquishment Deed dated 18.12.2023, we are of the opinion that:

- (i) Tangled Up In Green Properties Private Limited are the owners of Property I by virtue of the Sale Deed dated 24.06.2022 (registered as Document No. KCH-1-04648-2022-23 of Book-I and stored in CD No. KCHD1175 in the Office of Sub Registrar Kacharakanahalli);
- (ii) Vistra ITCL (India) Limited, acting as a debenture trustee holds first ranking charge over the TUIGPL Lands as per the Memorandum of Entry Recording Mortgage by Deposit of Title Deeds dated 23.08.2023 for securing the TUIGPL NCDs and also holds second ranking charge over the TUIGPL Lands as per the Memorandum of Entry Recording Mortgage by Deposit of Title Deeds by Constructive Delivery dated 23.08.2023 for securing the TEHPL NCDs; and
- (iii) Property I has been converted for non-agricultural Layout-Residential purpose.



  
TATVA LEGAL  
BANGALORE

**ANNEXURE-A**  
**DOCUMENTS EXAMINED**

In connection with the above we have been provided with and have examined the photocopies of the following documents:

SI No.	Particulars
1.	General Powers of Attorney dated 18.06.1954, registered as Document No. 50/1954-55 in Book-VII, Volume No.2 in the office of Sub-Registrar Secunderabad;
2.	General Powers of Attorney dated 05.10.1954 executed by Mr. B.V. Raja Iyengar (son of Late Mr. Venkatapathi Iyengar) and his son Mr. Pathi (son of B Mr. B.V. Raja Iyengar) in favour of Mr. B.V. Narayana Iyengar (son of Late Venkatapathi Iyengar);
3.	Deed of Transfer of Perpetual Lease dated 02.03.1956, (details of the registration is not reflected and the same is extracted in the recitals) registered as Document No.2211 in Book-I, Volume No.669 at Pages 177 to 180, in the office of the Sub-Registrar Devanahalli;
4.	Deposition dated 16.10.1959 filed by Mr. V.N. Shankar and Mr. V.N. Sunder to the Special Deputy Commissioner, Bangalore District;
5.	Order dated 10.02.1960 passed in Case No. 56 of 1959-60 by the Special Deputy Commissioner, Inams Abolition, Bangalore;
6.	Endorsement dated 15.05.1960 issued by the Special Deputy Commissioner, Inams Abolition, Bangalore;
7.	Register VIII issued pursuant to the Order dated 10.02.1960 passed in Case No. 56 of 1959-60;
8.	Deed of Transfer of Perpetual Lease dated 10.10.1961, (registered on 11.10.1961) registered as Document No. 1822/61-62, in Book I, Volume No.829 at Page 170 to 176 in the Office of Sub-Registrar Devanahalli;
9.	Decree passed in case bearing O.S No. 69/1962 on the file of Additional Civil Judge, Bangalore District, Bangalore;
10.	Indenture of Lease dated 30.03.1967, registered as Document No.4202/66-67 in Book I, Volume 979 at Pages 24 to 30 in the Office of Sub-Registrar Devanahalli;



11.	Deed of Surrender of Lease dated 25.09.1969, registered as Document No. 2077/1969-70, Volume 1039 in Book-I, in the office of the Sub-Register Devanahalli;
12.	Agreement of Sale dated 23.06.1969 executed by and between M/s. Standard Brick and Tile Company (Yelahanka) Private Limited represented by its Director Mr. V.N. Shankar and Bommawara Farms, represented by its partners Mr. R I Mazumdar;
13.	Sale Deed dated 08.10.1969, registered as Document No.2240/1969-70 in Book-I, Volume No.2038 at Pages 200 to 208, in the office of Sub-Registrar Devanahalli;
14.	Extract of Entry bearing No. MR 6 of 1969-70 made in the Mutation Register;
15.	Agreement to Sell dated 20.01.1994 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);
16.	Letter dated 11.12.1995 issued by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);
17.	Deed of Assignment dated 29.12.1995 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);
18.	Special Power of Attorney dated 15.04.1996, registered as Document No. 264/1996-97 in Book-IV, Volume No.66 at Pages 217-220, in office of the Sub-Registrar, Madras Central;
19.	Agreement to Sell dated 20.01.1994 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mrs. Priti G. Shah (wife of Girish Shah);
20.	Letter dated 11.12.1995 issued by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mrs. Priti G. Shah (wife of Girish Shah);
21.	Special Power of Attorney dated 15.04.1996, registered as Document No.259/1996 in Book-IV, Volume 66 at Pages 197 to 200, in office of the District Registrar of Madras Central;
22.	Sale Deed dated 09.04.2008, registered as Document No. DNH-1-3870/2008-09 in Book-I, stored in C.D. No. DNHD164, in office of the Senior Sub-Registrar Devanahalli and Extract of Entry bearing No. MR. 30 of 2008-09 made in the Mutation Register and;



23.	Sale Deed dated 09.04.2008, registered as Document No. DNH-1-3868/2008-09 in Book-I, stored in C.D.No. DNHD164, in office of the Sub- Registrar, Devanahalli and Extract of Entry bearing No. MR. 27 of 2008-09 made in the Mutation Register;
24.	Agreement of Sale dated 23.08.2007, executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) in favour Arjunlal Sunderdas (son of late K. Sunderdas);
25.	Power of Attorney dated 23.08.2007 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) authorizing Arjunlal Sunderdas (son of late K. Sunderdas);
26.	Deed of Revocation of Power of Attorney dated 14.12.2009;
27.	Agreement of Sale dated 12.10.2007 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) in favour of Mr. P.S.Srinivasaiah (son of Mr. Siddappa), Mr. N.Mohan (son of Mr. T.Nagraja), Mr. Jaganath (son of Mr. H.Chikkamuniyappa) and Mr. V.K.Lohith (son of Mr. Kempegowda);
28.	Notarized General Power of Attorney dated 16.12.2007 Mr. Rajkumar Menon has executed a (notarized) General Power of Attorney dated 16.12.2007 authorising and appointing Mr. P.S. Srinivasaiah and others;
29.	Memorandum of Understanding dated 29.10.2010 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) with Mr. P.S.Srinivasaiah and others;
30.	Notice dated 06.02.2014 issued by Mr. Rajkumar Menon to Mr. P.S.Srinivasaiah and others;
31.	Order dated 30.03.2009 passed in proceeding RRT (DS)98/2008-09 by the Tahsildar, Devanahalli Taluk;
32.	Extract of Entry bearing No. MR 47 of 2008-09 made in the Mutation Register;
33.	Extract of Entry bearing No. MR 43 of 2008-09 made in the Mutation Register;
34.	Memorandum of Appeal filed in RA (De) No.45/2009-10 before the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore;
35.	Order dated 22.11.2011 passed in Revenue Appeal bearing RA (De) No.45/2009-10 before the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore;



36.	Extract of Entry bearing No. MR T50 of 2021-22 made in the Mutation Register;
37.	Extract of Entry bearing No. MR T1 of 2021-22 made in the Mutation Register;
38.	Extract of Entry bearing No. MR T49 of 2021-22 made in the Mutation Register;
39.	Extract of Entry bearing No. MR T7 of 2021-22 made in the Mutation Register;
40.	Extract of Entry bearing No. MR T8 of 2021-22 made in the Mutation Register;
41.	Memorandum of Appeal filed No. RA (DE). 133/2017 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura
42.	Order dated 19.04.2021 passe in proceeding bearing No. RA (DE). 133/2017
43.	Extract of Entry bearing No. MR T1 of 2021-22 made in the Mutation Register;
44.	Sale Deed dated 24.06.2022, registered as Document No. KCH-1-04648-2022-23 of Book-I and stored in CD No. KCHD1175 in the Office of Sub Registrar Kacharakannahalli;
45.	Extract of entry bearing MR T32/2023-24 made in the Mutation Register;
46.	Extract of entry bearing MR T27/2023-24 made in the Mutation Register;
47.	Extract of entry bearing MR T29/2023-24 made in the Mutation Register;
48.	Index of Land issued in respect of Survey Nos. 77, 85 and 105;
49.	Extract of Entry bearing Nos. RR 242, 244 and 248 made in the Record of Rights issued in respect of Survey Nos. 77, 85 and 105;
50.	Record of Rights, Tenancy and Crops ("RTCs") issued in respect of Survey No. 77 for the year 1968-69 to 1973-74, 1975-76 to 2023-24;
51.	RTCs issued in respect of Survey No. 85 for the year 1968-69 to 1973-74, 1975-76 to 2023-24;
52.	RTCs issued in respect of Survey No. 105 for the year from 1973-74, 1975-76 to 2023-24;
53.	Revision Settlement Akarbandh with respect Survey Nos. 77, 85 and 105;
54.	Moola Tippani and Mysore Revenue Survey issued with respect to Survey Nos. 77, 85 and 105;

55.	Map of Shettrahhali Village;
56.	Endorsement bearing No. PTCL(D)(E)CR:71 of 2021-22 dated 08.07.2021 issued by the Assistant Commissioner, Doddaballapura Sub-division;
57.	Endorsement bearing No. Bengaluru/SLAO-2/995/2021-22 dated 30.06.2021 was issued by Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board Bangalore;
58.	Endorsement bearing No. KHB/LAO/Devanahalli/253/2020-21 dated 15.07.2021 was issued by Special Land Acquisition Officer, Karnataka Housing Board Bangalore;
59.	Endorsement bearing No. SLAO/LA/NH207/C.R.228/2021-22 dated 18.12.2021 was issued by Special Land Acquisition Officer;
60.	Commencement Certificate bearing No. STRRPA/TP/CLU/43/2021-22 dated 18.03.2022 issued by the Satellite Town Ring Road Planning Authority
61.	Official Memorandum bearing No. 489996 dated 21.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 77 measuring 5 Acres for non-agricultural Layout - residential purposes;
62.	Extract of entry bearing MR No. T69/2022-23 made in the Mutation Register;
63.	Official Memorandum bearing No. 490751 dated 27.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 85 measuring 5 Acres for non-agricultural Layout - residential purposes;
64.	Extract of entry bearing MR No. T76/2022-23 made in the Mutation Register;
65.	Official Memorandum bearing No. 489997 dated 21.03.2023 was issued by the Deputy Commissioner's Office, Bengaluru District granting permission to use the land bearing Survey No. 105 measuring 5 Acres for non-agricultural Layout - residential purposes;
66.	Extract of entry bearing MR No. T70/2022-23 made in the Mutation Register;
67.	Tax paid receipts for the years 2019-20, 2020-21 and 2021-22;
68.	Order passed in proceedings in case bearing LRF/SR(de)167, 168, 169/2009-10 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;



69.	Notice issued in LRF/SR(de)65/2015-16 along with Order dated 27.11.2019 passed in proceedings in LRF/SR(de)65/2015-16 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;
70.	Order dated 06.12.2019 passed in W.A. No.2711- 2713/2015 before the High Court of Karnataka, Bangalore;
71.	Revocation of Power of Attorney dated 07.04.1998, registered as Document No.151/1998 in Book-III, Volume 48 at Pages 171, in office of the District Registrar of Madras Central;
72.	General Power of Attorney dated 03.04.1998, registered on 07.04.1998 as Document No. 151/1998 in Book-IV, Volume 83 at Pages 287-290, in office of the District Registrar of Madras Central;
73.	Relinquishment Deed dated 18.12.2023, registered as Document No. BYP-4-00676-2023-24 in Book-IV in the office of Sub Registrar Byatarayanapura;
74.	Provisional Residential Layout Approval Letter bearing No. STRRPA/TP/LAO/07/2023-24 dated 19.12.2023 issued by the Secretary and Joint Director of Town and Country Planning Act and STRRPA;
75.	Sanctioned Provisional Residential Layout Plan dated 19.12.2023 issued by the Secretary and Directors of Town and Country Planning of STRRPA, Bangalore;
76.	Encumbrance Certificates issued in respect of old Survey No.22 to 30 and new Survey Nos. 36, 36/1, 37, 38, 42, 43, 44, 44/1, 45, 45/1, 57, 57/1, 60, 64, 65, 68, 68/1, 76, 76/1, 78, 79, 84, 104, 104/1, 106 and 107 for the period 01.04.1947 to 31.03.2008;
77.	Encumbrance Certificates issued in respect of Survey No. 77 for the period 01.04.2004 to 14.09.2021 along with Nil Encumbrance Certificate issued with respect to Survey No. 77 for the period 01.04.2020 to 09.02.2022;
78.	Encumbrance Certificates issued in respect of Survey No. 85 for the period 01.04.2004 to 14.09.2021 along with Nil Encumbrance Certificate issued with respect to Survey No. 85 for the period 01.04.2020 to 09.02.2022;
79.	Encumbrance Certificates issued in respect of Survey No. 105 for the period 01.04.2004 to 14.09.2021 along with Nil Encumbrance Certificate issued with respect to Survey No. 105 for the period 01.04.2020 to 09.02.2022;



80.	Encumbrance Certificate issued with respect to Survey No. 77 for the period from 01.01.2022 to 21.10.2023;
81.	Encumbrance Certificate issued with respect to Survey No. 85 for the period from 01.01.2022 to 21.10.2023;
82.	Encumbrance Certificate issued with respect to Survey No. 105 for the period from 01.01.2022 to 21.10.2023;
83.	Memorandum of Entry Recording Mortgage by Deposit of Title Deeds dated 23.08.2023, registered as Document No. BYP-1-06922-2023-24 in the Office of Sub Registrar Byatarayanapura;
84.	Memorandum of Entry Recording Mortgage by Deposit of Title Deeds by Constructive Delivery dated 23.08.2023, registered as Document No. BYP-1-06928-2023-24 in the Office of Sub Registrar Byatarayanapura;
85.	Public notice was issued in The Hindu, an English daily and Udayavani, a Kannada daily on 20.11.2021;
86.	Notice styled as "By RPAD" on 11.04.2022 issued by Rajesh and Rajesh, Advocates, representing the Mrs. Geetha Rajkumar Menon (wife of Late Mr. Rajkumar Memon);



## ANNEXURE-B

We have carried out the inspection of the original/ certified copy/photo copy of documents in respect of Property I in the custody of Vistra ITCL (India) Limited are as following documents:

SI No.	Particulars	Nature of Document
1.	General Powers of Attorney dated 18.06.1954, registered as Document No. 50/1954-55 in Book-VII, Volume No.2 in the office of Sub-Registrar Secunderabad;	Original (3 Sheets)
2.	General Powers of Attorney dated 05.10.1954 executed by Mr. B.V. Raja Iyengar (son of Late Mr. Venkatapathi Iyengar) and his son Mr. Pathi (son of B Mr. B.V. Raja Iyengar) in favour of Mr. B.V. Narayana Iyengar (son of Late Venkatapathi Iyengar);	Original (1 Sheet)
3.	Deed of Transfer of Perpetual Lease dated 02.03.1956, (details of the registration is not reflected and the same is extracted in the recitals) registered as Document No.2211 in Book-I, Volume No.669 at Pages 177 to 180, in the office of the Sub-Registrar Devanahalli;	Original (4 Sheets)
4.	Deposition dated 16.10.1959 filed by Mr. V.N. Shankar and Mr. V.N. Sunder to the Special Deputy Commissioner, Bangalore District;	Photo Copy (2 Sheets)
5.	Order dated 10.02.1960 passed in Case No. 56 of 1959-60 by the Special Deputy Commissioner, Inams Abolition, Bangalore;	Certified Copy (2 Sheets) along with Case No. 19 between Nanjappa and Inamdhar of Shettarahalli Certified Copy (2 Sheets)
6.	Endorsement dated 15.05.1960 issued by the Special Deputy Commissioner, Inams Abolition, Bangalore;	Original (4 Sheets)
7.	Register VIII issued pursuant to the Order dated 10.02.1960 passed in Case No. 56 of 1959-60;	Photo Copy (3 Sheets)



8.	Deed of Transfer of Perpetual Lease dated 10.10.1961, (registered on 11.10.1961) registered as Document No. 1822/61-62, in Book I, Volume No.829 at Page 170 to 176 in the Office of Sub-Registrar Devanahalli;	Original (3 Sheets)
9.	Decree passed in case bearing O.S No. 69/1962 on the file of Additional Civil Judge, Bangalore District, Bangalore;	Certified Copy (7 Sheets)
10.	Indenture of Lease dated 30.03.1967, registered as Document No.4202/66-67 in Book I, Volume 979 at Pages 24 to 30 in the Office of Sub-Registrar Devanahalli;	Original (9 Sheets) along with the village map demarcated the schedule property
11.	Deed of Surrender of Lease dated 25.09.1969, registered as Document No. 2077/1969-70, in Book-I, Volume 1039 at Pages 18 to 20 in the office of the Sub-Register Devanahalli;	Original (3 Sheets)
12.	Agreement of Sale dated 23.06.1969 executed by and between M/s. Standard Brick and Tile Company (Yelahanka) Private Limited represented by its Director Mr. V.N. Shankar and Bommawara Farms, represented by its partners Mr. R I Mazumdar;	Original (5 Sheets)
13.	Sale Deed dated 08.10.1969, registered as Document No.2240/1969-70 in Book-I, Volume No.2038 at Pages 200 to 208, in the office of Sub-Registrar Devanahalli;	Original (8 Sheets) along with the village map demarcated the schedule property
14.	Extract of Entry bearing No. MR 6 of 1969-70 made in the Mutation Register;	Certified Copy (1 Sheet)
15.	Agreement to Sell dated 20.01.1994 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);	Original (10 Sheets) along with Village map demarcating schedule property
16.	Letter dated 11.12.1995 issued by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);	Original (1 Sheet)
17.	Deed of Assignment dated 29.12.1995 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mr. Lakhan Singh (son of Mr. Bhagawanth Singh);	Original (7 Sheets)

18.	Special Power of Attorney dated 15.04.1996, registered as Document No. 264/1996-97 in Book-IV, Volume No.66 at Pages 217-220, in office of the Sub-Registrar, Madras Central;	Original (5 Sheets)
19.	Agreement to Sell dated 20.01.1994 executed by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mrs. Priti G. Shah (wife of Girish Shah);	Original (10 Sheets) along with Village map demarcating schedule property
20.	Letter dated 11.12.1995 issued by Mr. Rajkumar Menon (son of Late Mr. K.T. Balakrishna Menon) in favour of Mrs. Priti G. Shah (wife of Girish Shah);	Original (1 Sheet)
21.	Special Power of Attorney dated 15.04.1996, registered as Document No.259/1996 in Book-IV, Volume 66 at Pages 197 to 200, in office of the District Registrar of Madras Central;	Original (5 Sheets)
22.	Sale Deed dated 09.04.2008, registered as Document No. 3870/2008-09 in Book-I, stored in C.D. No. DNHD164, in office of the Senior Sub-Registrar Devanahalli;	Original (13Sheets) along with endorsement
23.	Extract of Entry bearing No. MR. 30 of 2008-09 made in the Mutation Register;	Photo Copy
24.	Sale Deed dated 09.04.2008, registered as Document No. 3868/2008-09 in Book-I, stored in C.D. No. DNHD164, in office of the Sub- Registrar, Devanahalli;	Original (11 Sheets) along with endorsement
25.	Extract of Entry bearing No. MR. 27 of 2008-09 made in the Mutation Register;	Photo Copy
26.	Agreement of Sale dated 23.08.2007, executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) in favour Arjunlal Sunderdas (son of late K. Sunderdas);	Photo Copy (3 Sheets)
27.	Power of Attorney dated 23.08.2007 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) authorizing Arjunlal Sunderdas (son of late K. Sunderdas);	Photo Copy (5 Sheets)
28.	Deed of Revocation of Power of Attorney dated 14.12.2009;	Photo Copy (2 Sheets)
29.	Agreement of Sale dated 12.10.2007 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) in favour of Mr. P.S.Srinivasaiah (son of Mr. Siddappa), Mr. N.Mohan (son of Mr. T.Nagraja), Mr. Jaganath (son of Mr. H.Chikkamuniyappa) and Mr. V.K.Lohith (son of Mr. Kempegowda);	Photo Copy (10 Sheets)



30.	Notarized General Power of Attorney dated 16.12.2007 Mr. Rajkumar Menon has executed a (notarized) General Power of Attorney dated 16.12.2007 authorising and appointing Mr. P.S. Srinivasaiah and others ;	Photo Copy (9 Sheets)
31.	Memorandum of Understanding dated 29.10.2010 executed by Mr. Rajkumar Menon (son of Mr. K.T. Balakrishna Menon) with Mr. P.S.Srinivasaiah and others;	Photo Copy (10 Sheets)
32.	Notice dated 06.02.2014 issued by Mr. Rajkumar Menon to Mr. P.S.Srinivasaiah and others;	Photo Copy (3 Sheets)
33.	Order dated 30.03.2009 passed in proceeding RRT (DS)98/2008-09 by the Tahsildar, Devanahalli Taluk;	Certified copy (2 Sheets)
34.	Extract of Entry bearing No. MR 47 of 2008-09 made in the Mutation Register;	Certified Copy (2 Sheets)
35.	Extract of Entry bearing No. MR 43 of 2008-09 made in the Mutation Register;	Certified Copy (1 Sheet)
36.	Memorandum of Appeal filed in RA (De) No.45/2009-10 before the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore;	Photo Copy (6 Sheets)
37.	Order sheet dated 22.11.2011 passed in Revenue Appeal bearing RA (De) No.45/2009-10 before the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore;	Certified Copy (2 Sheets)
38.	Extract of Entry bearing No. MR T50 of 2021-22 made in the Mutation Register;	Photo Copy
39.	Extract of Entry bearing No. MR T1 of 2021-22 made in the Mutation Register;	Photo Copy
40.	Extract of Entry bearing No. MR T49 of 2021-22 made in the Mutation Register;	Photo Copy
41.	Extract of Entry bearing No. MR T7 of 2021-22 made in the Mutation Register;	Photo Copy



42.	Extract of Entry bearing No. MR T8 of 2021-22 made in the Mutation Register;	Photo Copy
43.	Memorandum of Appeal filed No. RA (DE). 133/2017 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;	Photo Copy (9 Sheets)
44.	Order dated 19.04.2021 passed in proceeding bearing No. RA (DE). 133/2017	Photo Copy (3 Sheets)
45.	Extract of Entry bearing No. MR T1 of 2021-22 made in the Mutation Register;	Photo Copy
46.	Index of Land issued in respect of Survey Nos. 77, 85 and 105;	Photo Copy (3 Sheets) including other lands
47.	Extract of Entry bearing Nos. RR 242, 244 and 248 made in the Record of Rights issued in respect of Survey Nos. 77, 85 and 105;	Photo Copy (2 Sheets) including other lands
48.	Record of Rights, Tenancy and Crops ("RTCs") issued in respect of Survey No. 77 for the year 1968-69 to 2010-11, 2012-13 to 2017-18, 2020-21 and 2021-22;	1973-74, 1975-76 to 1978-79 Certified Copy (1 Sheet)  1979-80 to 2001-02 Certified Copy (5 Sheet)  2002-03 Certified Copy (1 Sheet)  2006-07 and 2007-08 Certified Copy (2 Sheets)  2009-10 to 2011-12 Certified Copy (3 Sheets)



		<p>2012-13 Computer-generated Copy (1 Sheet)</p> <p>2013-14 Certified Copy (1 Sheets)</p>
49.	<p>RTCs issued in respect of Survey No. 85 for the year 1968-69 to 2010-11, 2012-13 to 2021-22;</p>	<p>1968-69 to 1972-73 Certified Copy (1 Sheet)</p> <p>1973-74, 1975-76 to 1978-79 Certified Copy (1 Sheet)</p> <p>1979-80 to 2001-02 Certified Copy (5 Sheet)</p> <p>2002-03 Certified Copy (1 Sheet)</p> <p>2006-07 and 2007-08 Certified Copy (2 Sheets)</p> <p>2009-10 to 2011-12 Certified Copy (3 Sheets)</p> <p>2012-13 Computer-generated Copy (1 Sheet)</p> <p>2013-14</p>



		<p>Certified Copy (1 Sheets)</p> <p>2013-14 Certified Copy (1 Sheet)</p> <p>2014-15 to 2020- 2021 Photo copy</p> <p>2021-22 Computer Generated Copy (1 Sheet)</p>
50.	<p>RTCs issued in respect of Survey No. 105 for the year 1968-69 to 2021-22;</p>	<p>1968-69 to 1972-73 Certified Copy (1 Sheet)</p> <p>1973-74, 1975-76 to 1978-79 Certified Copy (1 Sheet)</p> <p>1979-80 to 1996-97 Certified Copy (4 Sheet)</p> <p>1997-98 to 2001-02 Phot Copy (1 Sheet)</p> <p>2002-03 Certified Copy (1 Sheet)</p> <p>2006-07 and 2007-08 Certified Copy (2 Sheets)</p>



		2009-10 and 2011-12 Certified Copy (2 Sheets)  2012-13 Computer- generated Copy (1 Sheet)  2013-14 Certified Copy (1 Sheet)  2013-14 Certified Copy (1 Sheet)  2014-15 to 2020- 2021 Photo copy  2021-22 Computer Generated Copy (1 Sheet)
51.	Revision Settlement Akarbandh with respect Survey Nos. 77, 85 and 105;	Certified Copy (3 Sheets)
52.	Moola Tippani and Mysore Revenue Survey issued with respect to Survey Nos. 77, 85 and 105;	Moola Tippani Certified Copy (3 Sheets)  Mysore Revenue Survey Photo Copy (3 Sheets)
53.	Map of Shettrahhali Village;	Photo Copy (1 Sheet)



54.	Endorsement bearing No. PTCL(D)(E)CR:71 of 2021-22 dated 08.07.2021 issued by the Assistant Commissioner, Doddaballapura Sub-division;	Original (2 Sheet) along with the acknowledgement-Photo Copy
55.	Endorsement bearing No. Bengaluru/SLAO-2/995/2021-22 dated 30.06.2021 was issued by Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board Bangalore;	Original (2 Sheet) along with the acknowledgement-Photo Copy
56.	Endorsement bearing No. KHB/LAO/Devanahalli/253/2020-21 dated 15.07.2021 was issued by Special Land Acquisition Officer, Karnataka Housing Board Bangalore;	Original (2 Sheet) along with the acknowledgement-Photo Copy
57.	Endorsement bearing No. S.L.A.O/BHU.SWA/RA.HE.207/C.R.228/2021-22 dated 23.12.2021 was issued by Special Land Acquisition Officer;	Original (2 Sheet) along with the acknowledgement-Photo Copy (Signed on 24.12.2021)
58.	Commencement Certificate bearing No. STRRPA/TP/CLU/43/2021-22 dated 18.03.2022 issued by the Satellite Town Ring Road Planning Authority	Photo Copy (2 Sheets)
59.	Tax paid receipts for the years 2019-20, 2020-21 and 2021-22;	Photo Copy (1 Sheet)
60.	Order passed in proceedings in case bearing LRF/SR(de) 168, /2009-10 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;	168- Certified Copy (3 Sheets) along with 1 Sheet Notice dated 17.08.2009
61.	Notice issued in LRF/SR(de)65/2015-16;	Certified Copy (1 Sheet)



	Order dated 27.11.2019 passed in proceedings in LRF/SR(de)65/2015-16 before the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;	Certified Copy (1 Sheet)
62.	Order dated 06.12.2019 passed in W.A. No.2711- 2713/2015 before the High Court of Karnataka, Bangalore;	Certified Copy (2 Sheets)
63.	Revocation of Power of Attorney dated 07.04.1998, registered as Document No.151/1998 in Book-IV, Volume 48 at Pages 171, in office of the District Registrar of Madras Central;	Photo Copy (3 Sheets)
64.	General Power of Attorney dated 03.04.1998, registered on 07.04.1998 as Document No. 151/1998 in Book-IV, Volume 48 at Pages 171, in office of the District Registrar of Madras Central;	Photo Copy (3 Sheets)
65.	Encumbrance Certificates issued in respect of old Survey No.22 to 30 and new Survey Nos. 36, 36/1, 37, 38, 42, 43, 44, 44/1, 45, 45/1, 57, 57/1, 60, 64, 65, 68, 68/1, 76, 76/1, 78, 79, 84, 104, 104/1, 106 and 107 for the period 01.04.1947 to 31.03.2008;	Photo Copy (1 Sheet)
66.	Encumbrance Certificates issued in respect of Survey No. 77 for the period 01.04.2004 to 14.09.2021 along with Nil Encumbrance Certificate issued with respect to Survey No. 77 for the period 01.04.2020 to 09.02.2022;	01.04.2004 to 14.09.2021 Photo Copy  01.04.2020 to 09.02.2022 Certified Copy (1 Sheet)
67.	Encumbrance Certificates issued in respect of Survey No. 85 for the period 01.04.2004 to 14.09.2021 along with Nil Encumbrance Certificate issued with respect to Survey No. 85 for the period 01.04.2020 to 09.02.2022;	01.04.2004 to 14.09.2021 Photo Copy  01.04.2020 to 09.02.2022 Certified Copy (1 Sheet)
68.	Encumbrance Certificates issued in respect of Survey No. 105 for the period 01.04.2004 to 14.09.2021 along with Nil	01.04.2004 to 14.09.2021



	Encumbrance Certificate issued with respect to Survey No. 105 for the period 01.04.2020 to 09.02.2022;	Photo Copy 01.04.2020 to 09.02.2022 Certified Copy (1 Sheet)
69.	Public notice was issued in The Hindu, an English daily and Udayavani, a Kannada daily on 20.11.2021;	Photo Copy (2 Sheets)
70.	Sale Deed dated 24.06.2022, registered as Document No. KCH-1-04648-2022-23 of Book-I and stored in CD No. KCHD1175 in the Office of Sub Registrar Kacharakanaahalli;	Original

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