

Writer's Name: Mr. Srinivas B. R., Partner

July 15, 2024

MAHINDRA LIFESPACE DEVELOPERS LIMITED,
5th Floor, Mahindra Towers,
Dr. G. M. Bhosale Marg,
Worli, Mumbai – 400018.

TITLE CERTIFICATE

I. Description of Property:

All that piece and parcel of immovable vacant property being a portion of Khata No. 269/245/62 (old No. 245/62), measuring 01 Acre 35 Guntas [out of 04 Acres 12 Guntas] along with 20 Guntas of regularized and converted land (erstwhile 'A' Kharab land) totally admeasuring 02 Acres 15 Guntas, forming part of converted land bearing Survey No. 62, situated at Basapura Village, Begur Hobli, Bangalore South Taluk, Bangalore Urban District, within the limits of Bruhat Bengaluru Mahanagara Palike and bounded on the:

East by : Private property in Survey No. 63;
West by: Begur Village Boundary;
North by: Approach Road and lands in Survey Nos.116 and 65 of Singasandra village;
and
South by: Remaining portion of Survey No.62 of Basapura Village.

II. List of Documents Reviewed:

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

Sl. No.	Particulars of Documents
1.	Extract of Index of Lands Register;
2.	Extract of the entry made in the Record of Rights Register bearing R.R. No. 127;
3.	Extract of the entry made in the Record of Rights Register bearing R.R. No. 234;

4.	Endorsement dated 11.09.2020 issued on behalf of Tahsildhar, Bangalore South Taluk;
5.	Sale Deed dated 21.09.1984 (Registered as Document No. 3845/1984-85, Book-I, Volume No. 2203, at pages 13 to 16, at the office of the Sub Registrar, Bangalore South Taluk) executed by Mr. Annayya, son of late Cheluvadi Kaverappa and Mr. Huchappa, son of Late Doddamunivenkatappa in favour of Mr. Sadanand Bhavani Shankar Nagarakatti, son of Mr. Bhavani Shankar Nagarakatti;
6.	Extract of entry made in the Inheritance Register bearing I.H.C. No. 1/1988-89;
7.	Death Certificate of Late Sadanand Bhavani Shankar;
8.	Family Tree Affidavit sworn on 24.09.2020 by Mrs. Arundhati Nag, wife of Late Mr. Shankar Nag;
9.	Deed of Partnership dated 08.09.1988 of 'M/s. The Country Group';
10.	Certificate of Registration dated 01.10.1988 issued by the Registrar of Firms;
11.	Deed of Partnership dated 07.11.1989 and extract of Form No. V of 'M/s. The Country Group';
12.	Partnership Deed dated 14.11.1990 of 'M/s. The Country Group';
13.	Deed of Retirement dated 07.10.1993 of 'M/s. The Country Group';
14.	Partnership Deed dated 07.10.1993 of 'M/s. The Country Group';
15.	Order dated 25.01.1992, bearing No. HUD 57 CRI 89, passed by the Under Secretary to the Government, Housing and Urban Development Department
16.	Order dated 17.08.1994 bearing No. RRT(1)76/94-95 passed by the Tahsildar, Grade-2, Bangalore South Taluk;
17.	Palu Patti dated 20.07.1994 executed amongst (i) Mr. Anandi Bai Nagarkatti; (ii) Mr. Anant Nag; (iii) Mrs. Arundhati Nag; (iv) Mrs. Sharmila Molhally;

18.	General Power of Attorney dated 07.11.1995 executed by Mrs. Anandibai Nagarakatti, wife of Late Sadanand Nagarakatti in favour of Mrs. Arundhati Nag, wife of Late Shankar Nag;
19.	Partnership Deed dated 09.09.1994 'M/s. The Country Group';
20.	Rectification Deed dated 15.11.1994 of 'M/s. The Country Group';
21.	Memorandum of Association and Articles of Association and Certificate of Incorporation of Shankar Nag Country Resort Heritage Private Limited;
22.	Official Memorandum dated 29.07.1997 bearing No. BDS:ALN:SR:(S)146:90-91 issued by the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore;
23.	(i) Intimation Letter dated 08.07.1997 bearing No. ALN:SR (S) 146:90-91, issued on behalf of the Deputy Commissioner, Bangalore District; (ii) Challan evidencing payment of conversion fee; and (iii) extract of the entry made in the Mutation Register bearing M.R. No. 4/1997-98;
24.	Partnership Deed dated 15.10.1999 of 'M/s. The Country Group';
25.	Deed of Reconstitution dated 05.04.2001 of 'M/s. The Country Group';
26.	Deed of Partnership dated 20.11.2001 (Registered as Document No. 10903/2001-02, Book-I, stored in C.D. No. 68/2001-02, at the office of the Sub Registrar, Bangalore South Taluk) of 'M/s. The Country Group';
27.	Supplementary Deed of Partnership dated 18.01.2002 of 'M/s. The Country Group';
28.	Memorandum of Association, Articles of Association and Certificate of Incorporation of Manipal Resorts Company Private Limited dated 01.03.2002;
29.	Sale Deed dated 11.08.2015 [Registered on 12.08.2015 as Document No. 3228/2015-16, Book-1, stored in C.D. No. BMHD712, at the office of the Sub Registrar, Jayanagar (Bommanahalli)] executed by Manipal Resorts Company Private Limited in favour of Manipal Integrated Services Private Limited;

30.	Deed of Conveyance dated 22.09.2017 (Registered as Document No. 6022/2017-18) executed by Manipal Resorts Company Private Limited in favour of Manipal Integrated Services Private Limited;
31.	Fresh Incorporation Certificate of Manipal Integrated Services Private Limited;
32.	Memorandum of Association and Articles of Association of Manipal Integrated Services Private Limited;
33.	Sale Deed dated 05.10.2017 [Registered on 06.12.2017, as Document No. 06579/2017-18, Book-1, stored in C.D. No. BMHD775, at the office of the Sub Registrar, Jayanagar (Bommanahalli)] executed by Manipal Integrated Services Private Limited in favour of Woodstock Ambience Private Limited;
34.	Certificate of Incorporation pursuant to the change of name dated 19.01.2018, issued by the Registrar of Companies, Bangalore
35.	Memorandum of Association and Articles of Association of Good Host Spaces Private Limited;
36.	Lease Deed dated 05.10.2017 [Registered as Document No. 7128/2017-18, Book-1, stored in C.D. No. BMHD777, at the office of the Sub-Registrar, Bommanahalli (Jayanagara)] executed by Woodstock Ambience Private Limited in favour of Manipal Global Education Services Private Limited;
37.	Amendment to Lease Deed dated 04.12.2023 Registered as Document No. SHR-1-06282/2023-24, Book-1, at the Office of the Sub-Registrar, Shantinagar) executed by Manipal Integrated Services Private Limited in favour of Aditya Birla Finance Limited;
38.	Official Memorandum dated 20.07.2023 bearing A.L.N. (S.B.H) C.R. 04/23-24 c/w A.L.N. (S) S.R. 07/1999-2000, issued by the Deputy Commissioner, Bangalore District, Demand Notice dated 06.07.2023 and Challan dated 14.07.2023;
38-A.	Order dated 18.01.2024 bearing No. BDA/UDD/CLU-403/22-23/2254/2023-24 issued by the office of the Bangalore Development Authority;
38-B.	Official Memorandum dated 29.05.2024 bearing No. 20874.

39.	Sale Deed dated 03.07.2024, registered as Document No. RRN-1-03515/2024-25 executed by Good Host Spaces Private Limited (formerly known as Woodstock Ambience Private Limited) in favour of Mahindra Lifespace Developers Limited, in relation to the Property.
40.	Memorandum of Entry dated 12.08.2015 (Registered as Document No. 3241/2015-16, Book-1, stored in C.D. No. BMHD712, at the office of the Sub-Registrar, Bommanahalli executed by Manipal Integrated Services Private Limited in favour of Aditya Birla Finance Limited;
41.	Mortgage Discharge Deed dated 07.02.2023 (Registered as Document No. 8200/2022-23, Book-1, stored in C.D. No. SHRD1198, at the office of the Sub-Registrar, Jayanagara (Shanthingara), Bangalore;
42.	Memorandum of Entry dated 05.04.2018 (Registered as Document No. 221/2018-19, Book-1, stored in C.D. No. JAYD334, at the office of the Sub-Registrar, Jayanagara) executed by Good Host Spaces Private Limited in favour of Axis Trustee Services Limited;
43.	Mortgage Discharge Deed dated 14.03.2023 (Registered as Document No. 8348/2022-23, Book-1, stored in C.D. No. SHRD1203, at the office of the Sub-Registrar, Shanthinagar);
44.	Memorandum of Entry dated 07.02.2023 [Registered as Document No. 8531/2022-23, Book-1, stored in C.D. No. SHRD1209, at the office of the Sub-Registrar, Jayanagara (Shanthinagara)] executed by Good Host Spaces Private Limited in favour of Axis Trustee Services Limited;
45.	Partial Discharge Deed dated 22.12.2023 (Registered as Document No. 6715/2023-24, Book-1, at the office of the Sub-Registrar, Shantinagar);
46.	Record of Rights, Tenancy and Crops Inspection Certificates issued with respect to property bearing Survey No. 62 for the period: (i) 1969-70 to 1973-74; (ii) 1983-84; (iii) 1988-89; (iv) 1990-91 to 1994-95; (v) 1995-96 to 1996-97; (iv) 2001-02 to 2022-23; and Online RTC for the period 2023-24;
47.	Endorsement dated 30.06.2010 bearing No. 740/10-11, issued by the Tahsildhar, Bangalore Taluk;



48.	Village Map of Basapura Village;
49.	Moola Tippiani issued with respect to property bearing Survey No. 62;
50.	Extract of Karnataka Revision Settlement Akarband (Utharu) with respect to property bearing Survey No. 62;
51.	Letter dated 01.03.2023 bearing No. BMRCL/380/RTI/2023/473, issued by the Public Information Officer, Bangalore;
52.	Endorsement dated 20.07.2010 bearing No. BDA/ALAO/36/2010-11, issued by the Additional Land Acquisition Officer, Bangalore Development Authority, Bangalore;
53.	Letter dated 10.03.2023 bearing No. KHB/LAO/BASAPURA/2022-23, issued by the Public Information Officer, Land Revenue Officer, Land Acquisition Office, Karnataka Housing Board, Bangalore;
54.	Endorsement dated 15.03.2023 bearing No. Bangalore/SLAO-2/3770/2022-23, issued by Special Land Acquisition Officer-2 Office, KIADB, Bangalore on behalf of Public Information Officer;
55.	Khata Certificate and Khata Extract, both dated 23.03.2023, both issued by the Assistant Revenue Officer, Bruhat Bengaluru Mahanagara Palike;
56.	Receipts dated 28.04.2023, issued by the BBMP;
57.	Receipt dated 23.11.2012, issued by the BBMP;
58.	Self-Assessment Property Challan dated 02.07.2024, issued by the BBMP;
59.	Cheque dated 02.07.2024 bearing No. 022951 drawn in favour of the Commissioner, BBMP;
60.	Encumbrance Certificates issued by the jurisdictional Sub Registrar, with respect to Survey No. 62 for the period: (i) 01.04.1920 to 30.06.1924; (ii) 01.07.1924 to 31.03.1940; (iii) 01.04.1940 to 14.02.1957; (iv) 15.02.1957 to 31.03.1970; (v) 01.04.1970 to 14.09.2001; (vi) 01.04.1980 to 31.03.2004; (vii) 01.04.2004 to 30.06.2023; and 01.06.2023 to 02.07.2024.



III. Title Flow:

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

1. We observe from the extract of Index of Lands Register (**Document No.1**) issued with respect to property bearing Survey No. 62, measuring 06 Acres 12 Guntas (excluding 20 Guntas of Kharab land), situated at Basapura Village, Begur Hobli, Bangalore South Taluk (**Survey No. 62**) that Mr. Shanmugam and Mr. Venugopal are jointly reflected as the holders of Survey No. 62. In this regard, we have been provided with the extract of the entry made in the Record of Rights Register bearing R.R. No. 127 (**Document No.2**).
2. Thereafter, we observe from the extract of the entry made in the Record of Rights Register bearing R.R. No. 234 (**Document No.3**), that Survey No. 62 devolved upon Mr. Annaiah & Mr. Huchappa under an extract of the entry made in the Inheritance Register bearing IHC No. 26/ 1983-84. We have not been provided with said extract of the entry made in the Inheritance Register bearing IHC No. 26 1983-84. In this regard, we have been provided with the Endorsement dated 11.09.2020 issued on behalf of Tahsildhar, Bangalore South Taluk (**Document No.4**) confirming that the non-availability of the said extract of the entry made in the Inheritance Register bearing IHC No. 26 1983-84.

We have not been provided with the title documents to establish the right, title and interest of Mr. Annaiah & Mr. Huchappa. Hence, IHC No. 26/ 1983-84 is critical for us to ascertain as to how Survey No. 62 devolved upon Mr. Annaiah & Mr. Huchappa from Mr. Shanmugam & Mr. Venugopal.

3. Thereafter, we observe that Mr. Annaiah, son of Late Chaluvadi Kaverappa and Mr. Huchappa, son of Late Doddamunivenkatappa conveyed the Survey No. 62 in favour of Mr. Sadanand Bhavani Shankar Nagarakatti, son of Mr. Bhavani Shankar Nagarakatti under a Sale Deed dated 21.09.1984 (Registered as Document No. 3845/1984-85, Book-I, Volume No. 2203, at pages 13 to 16, at the office of the Sub Registrar, Bangalore South Taluk) (**Document No.5**).
4. In terms of the extract of entry made in the Inheritance Register bearing I.H.C. No. 1/1988-89 (**Document No. 6**), we observe that Mr. Sadanand Bhavani Nagarkatte, son of Mr. Bhavani Shankar Nagarakatti demised on 26.11.1987 and thereafter, the khata with respect to the Survey No.62 was mutated in the name of Mrs. Anandi Nagara Katte, wife of Late Mr. Sadanand Bhavani Shankar Nagarakatti. The Inheritance Register bearing I.H.C. No. 1/1988-89 further



denotes his wife, Mrs. Anandibai Nagarkatti and two sons, namely Mr. Ananth Nagarakatti alias Ananth Nag and Mr. Shankara Nagarakatti alias Shankar Nag as his only legal heirs. In this regard, we have been provided with the Certificate of Death of Late Mr. Sadanand Bhavani Shankar Nagarakatti issued by the Corporation of the City of Bangalore and Family Tree Affidavit sworn on 24.09.2020 by Mrs. Arundhati Nag, wife of Late Mr. Shankar Nag reflecting all the legal heirs of Late Mr. Sadanand Bhavani Shankar Nagarakatti (**Document Nos. 7 & 8**).

5. In terms of the Deed of Partnership dated 08.09.1988 (**Document No. 9**), we observe that Mr. Shankar Nag, son of Mr. Sadanand Nagarkatti and Mr. C. V. L. Sastry, son of Mr. Venkatasubba Sastry entered into a partnership to carry on the business of hotels and other allied business pertaining to tourism under the name and style of 'M/s. The Country Group'. In this regard, we have also been provided with the Certificate of Registration dated 01.10.1988 issued by the Registrar of Firms evidencing registration of 'M/s. The Country Group' under the Indian Partnership Act, 1932 (**Document No.10**). Further, in terms of the Deed of Partnership dated 07.11.1989 and extract of Form No. V (**Document No. 11**), we observe that Mrs. Anandi Bai Nagarakatti was admitted as a partner to the firm M/s. The Country Group. Further, we observe that Mrs. Anandi Bai Nagarkatti contributed a portion of Survey No. 62, measuring 02 Acres into the partnership firm "M/s. The Country Group", as capital contribution.
6. Further, we have also been provided with the Partnership Deed dated 14.11.1990 whereby Mrs. Arundhati Rao, wife of Late Shankar Nag and Mr. Anant Nag were admitted as partners to the said partnership firm and Deed of Retirement dated 07.10.1993 evidencing the retirement of Mr. C. V. L. Sastry from the said partnership firm (**Document Nos. 12 &13**). We have also been provided with the Partnership Deed dated 07.10.1993 (**Document No. 14**) evidencing the change in certain terms of the said partnership firm including the sharing ratio of profits and losses by the partners of the said partnership firm.
7. We observe that in terms of the Order dated 25.01.1992, bearing No. HUD 57 CRI 89, passed by the Under Secretary to the Government, Housing and Urban Development Department (**Document No.15**), Mrs. Arundathi Nag and Mrs. Anandhibai S. Nagarakatti were permitted to hold certain lands including Survey No. 62 under Section 20 (1) (a) of the Urban Land (Ceiling and Regulation) Act 1976 ('**ULC Act**') and utilize the said property for agricultural purpose. We further observe that the Exemption Order confirms that Survey No. 62 was agricultural land and fell under the green belt (agricultural zone) as per the CDP issued Bangalore Development Authority. Hence, the provisions of the ULC Act did not apply to Survey 62.



A portion of the Survey No. 62, measuring 4 Acres 12 Guntas was converted for non-agricultural purpose under an Official Memorandum dated 29.07.1997 (discussed hereinbelow). We observe from the said Official Memorandum that a copy of the said Official Memorandum was sent to the competent authority (for ULC). We have not received any documents confirming any notice being issued under ULC Act and/ or any representations being made by Mrs. Arundati. In this regard, we have been provided with an application dated 19.04.2023, made under Right to Information Act, 2005 made to Under Secretary, Urban Development Section seeking for any notices being issued to the owner of Survey No. 62 under ULC Act. We have not been provided with the endorsement issued by the Urban Development Section.

8. Mr. Shankar Nag died on September 30, 1990. We observe from the Order dated 17.08.1994 bearing No. RRT(1)76/94-95 passed by the Tahsildar, Grade-2, Bangalore South Taluk (**Document No.16**), that Survey No. 62 was allotted to Mrs. Arundhati Nag as per the panchayat partition affected by and between the legal heirs of Late Mr. Sadanand Bhavani Shankar Nagarakatte and the khata with respect to Survey No. 62 was mutated in the name of Mrs. Arundhati Nag in terms of extract of entry made in the Mutation Register bearing M.R. No. 1/1994-95. In this regard, we have also been provided with the: (i) Palu Patti dated 20.07.2004 executed by and between Mrs. Anandi Bai Nagarakatti, Mr. Anant Nag, Mrs. Arundhati Nag & Mrs. Sharmila Molhally; and (ii) General Power of Attorney dated 07.11.1995 executed by Mrs. Anandibai Nagarakatti, wife of Late Sadanand Nagarakatti in favour of Mrs. Arundhati Nag, wife of Late Shankar Nag (**Document Nos. 17 & 18**).

We have not been provided with the extract of entry made in the Mutation Register bearing M.R. No. 1/1994-95.

9. Thereafter, under a Partnership Deed dated 09.09.1994 executed in connection with the firm 'M/s. The Country Group' (**Document No. 19**), we observe that Mrs. Anandi Bai Nagarakatti and Mr. Anant Nag retired from the said partnership firm and Shankar Nag Country Resort & Heritage Private Limited was inducted as a partner to the said firm. Further, we observe that, Mrs. Arundhati Rao contributed the remaining portion of Survey No. 62, measuring 04 Acres 12 Guntas (Viz., 'Larger Extent'), into the said firm, as capital contribution. We have also been provided with: (i) the Rectification Deed dated 15.11.1994 executed by and between Mrs. Arundhati Rao, wife of Late Shankar Nag and Shankar Nag Country Resort & Heritage Private Limited (**Document No. 20**), evidencing change in the sharing ratio of profits and losses by



the partners of the said partnership firm; and (ii) Memorandum of Association, Articles of Association & Certificate of Incorporation of Shankar Nag Country Resort Heritage Private Limited (**Document No.21**).

10. Subsequently, we observe that the Larger Extent Viz., a portion of Survey No. 62 measuring 04 Acres 12 Guntas was converted from agricultural to non-agricultural commercial purpose *vide* Official Memorandum dated 29.07.1997 bearing No. BDS:ALN:SR:(S)146:90-91 issued by the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore (**Document No. 22**). In this regard, we have been provided with the: (i) Intimation Letter dated 08.07.1997 bearing No. ALN:SR (S) 146:90-91, issued on behalf of the Deputy Commissioner, Bangalore District; (ii) Challan evidencing payment of conversion fee; and (iii) extract of the entry made in the Mutation Register bearing M.R. No. 4/1997-98 (**Document No.23**)
11. We observe from the Partnership Deed dated 15.10.1999 (**Document No.24**) that Mrs. Arundhati Rao, wife of Late Shankar Nag and Shankar Nag Country Resort and Heritage Private Limited have been carrying out business in the name 'M/s. The Country Group' and Mrs. Arundhati Rao has contributed certain other properties, into the said firm as capital contribution.
12. In terms of the Deed of Reconstitution dated 05.04.2001 executed between Mrs. Arundhati Rao, wife of Late Shankar Nag, Shankar Nag Country Resort & others (**Document No. 25**), we observe that: (i) Manipal Hotels Limited; (ii) Mr. T. Mohandas Pai; (iii) Dr. T. Ramdas Pai; (iv) Mr. T. Ashok Pai; (v) Mr. P. Dayananda Pai; (vi) Mr. P. Satish Pai; and (vii) Mr. K. V. Rao were admitted as partners to the firm 'M/s. The Country Group' and Survey No. 62 along with 20 Guntas of Kharab land, are reflected as the assets of the said firm. Further, we have been provided with the Deed of Partnership dated 20.11.2001 (Registered as Document No. 10903/2001-02, Book-I, stored in C.D. No. 68/2001-02, at the office of the Sub Registrar, Bangalore South Taluk) (**Document No. 26**).
13. Further, under the said Deed of Partnership dated 20.11.2001, Mrs. Arundati Nag has granted to the firm, right of way in perpetuity through immovable property being/ assessed as residential zone property with BBMP PID No. 330/319/314/65/113/116 and being a portion of property bearing Survey No. 113/6 (old Survey No. 113), measuring 11 Guntas (out of 36 Guntas), situated at Singasandra Village, Beguru-2 Hobli, Bangalore South Taluk, Bangalore Urban District, with right to access at all times of the year and in perpetuity and all kinds of vehicular and pedestrian traffic without causing any obstruction or hindrance thereto.

14. We observe from the aforementioned Deed of Partnership dated 20.11.2001 that easement right over property bearing Survey No. 113 measuring 11 Guntas situated at Singasandra Village, Beguru-2 Hobli, Bangalore South Taluk, Bangalore Urban District has been granted by Mrs. Arundati Nag to the firm in perpetuity under an Easement Right Agreement in order to access the Survey No. 62 and other properties from the main road (Manipal County Road).
15. Further, we observe from the Supplementary Deed of Partnership dated 18.01.2002 executed by and between: (i) Mrs. Arundhati Nag; (ii) Manipal Hotels Limited; (iii) Mr. T. Mohandas Pai; (iv) Mr. T. Ramdas Pai; (v) Mr. T. Ashok Pai; (vi) Mr. P. Dayananda Pai; (vii) Mr. P. Satish Pai; and (viii) Mr. K. V. Rao (**Document No. 27**), that the name of the firm was altered from 'M/s. County Group' to 'M/s. Manipal Resorts' and that the said firm shall be re-constituted as a joint stock company, with the consent and concurrence of all the partners.
16. In terms of the Memorandum of Association, Articles of Association and Certificate of Incorporation of Manipal Resorts Company Private Limited dated 01.03.2002 (**Document No. 28**), we observe that: (i) Mrs. Arundhati Nag; (ii) Manipal Hotels Limited; (iii) Mr. T. Mohandas Pai; (iv) Dr. T. Ramdas Pai; (v) Mr. T. Ashok Pai; (vi) Mr. P. Dayananda Pai; (vii) Mr. P. Satish Pai; and (viii) Mr. K. V. Rao (being the partners) have changed the constitution of the said partnership firm into a joint stock company.
17. Thereafter, we observe that the Larger Extent (Viz., portion of Survey No. 62, measuring 04 Acres 12 Guntas) was assigned with BBMP Municipal No. 269/245/62 (discussed hereinbelow).
18. We observe that Manipal Resorts Company Private Limited has executed: (i) Sale Deed dated 11.08.2015 [Registered on 12.08.2015 as Document No. 3228/2015-16, Book-1, stored in C.D. No. BMHD712, at the office of the Sub Registrar, Jayanagar (Bommanahalli)] and (ii) Sale Deed dated 22.09.2017 (Registered as Document No. 6022/2017-18, Book-1, stored in C.D. No. JAYD307, at the office of the Sub Registrar, Bangalore) both in favour of Manipal Integrated Services Private Limited (**Document Nos. 29 & 30**), whereby an extent of 04 Acres 12 Guntas in Survey No. 62 Viz., the Larger Extent together with buildings constructed thereon was conveyed in favour of Manipal Integrated Services Private Limited. In this regard, we have been provided with the: (i) Fresh Incorporation Certificate of Manipal Integrated Services Private Limited; and (ii) Memorandum of Association and Articles of Association of Manipal Integrated Services Private Limited (**Document No 31 & 32**). We further observe that Manipal Resorts Company Private Limited has provided easementary rights (right of way) through a 40 feet (12.19 meters) wide road on the north- eastern side of property bearing



Survey Nos. 113 & 116/2 of Singasandra Village (acquired by Mahindra Lifespace Developers Limited) to the owners/their successors/assigns/occupiers of Survey No. 62, Bangalore for ingress to and egress from the said property bearing Survey No. 62.

19. Subsequently, we observe that Manipal Integrated Services Private Limited conveyed the aforesaid said extent of 04 Acres 12 Guntas in Survey No. 62 Viz., the Larger Extent in favour of Woodstock Ambience Private Limited under a Sale Deed dated 05.10.2017 [Registered on 06.12.2017, as Document No. 06579/2017-18, Book-1, stored in C.D. No. BMHD775, at the office of the Sub Registrar, Jayanagar (Bommanahalli)] (**Document No. 33**).
20. Subsequently, in terms of the Certificate of Incorporation pursuant to the change of name dated 19.01.2018, issued by the Registrar of Companies, Bangalore (**Document No.34**) we observe that name of Woodstock Ambience Private Limited has been changed to Good Host Spaces Private Limited. In this regard, we have also been provided with the Memorandum of Association and Articles of Association of Good Host Spaces Private Limited (**Document No.35**).
21. Thereafter, we observe from the Lease Deed dated 05.10.2017 [Registered as Document No. 7128/2017-18, Book-1, stored in C.D. No. BMHD777, at the office of the Sub-Registrar, Bommanahalli (Jayanagara)] (**Document No.36**) and Amendment to the Lease Deed dated 04.12.2023 (Registered as Document No.SHR-1-06282/2023-24, Book-1, , at the Office of the Sub-Registrar, Shantinagar) (**Document No. 37**) that Woodstock Ambience Private Limited (Good Host Spaces Private Limited) has granted on lease a portion of Survey No. 62, measuring 02 Acres 08 Guntas in favour of Manipal Global Education Services Private Limited. The remaining portion of Survey No. 62, measuring 02 Acres 04 Guntas does not form part of the subject of the lease granted in favour of Manipal Global Education Services Private Limited.
22. In terms of the Official Memorandum dated 20.07.2023 bearing A.L.N. (S.B.H) C.R. 04/23-24 c/w A.L.N. (S) S.R. 07/1999-2000, issued by the Deputy Commissioner, Bangalore District, Bangalore, 20 Guntas of 'A' kharab land present in Survey No. 62 has been regularized and converted for commercial purpose by virtue of government proceedings dated 08.06.2023. In this regard we have been provided with Demand Notice dated 06.07.2023 issued by the office of the Deputy Commissioner, Bangalore District, towards conversion fine and regularisation fee and Challan dated 14.07.2023 denoting payment of the said regularisation and conversion fines. (**Document No. 38**).



23. In terms of the Order dated 18.01.2024 bearing No. BDA/UDD/CLU-403/22-23/2254/2023-24 issued by the office of the Bangalore Development Authority we observe that permission was accorded for change of land use of a portion measuring 1 Acre 13.75 Guntas (out of 2 acres 20 Guntas in Survey No. 62 which was designated for public/semi-public use as per the Revised Master Plan-2015) from public/semi-public purpose to residential use, under Section 69(4) of the Karnataka Town and Country Planning Act, 1963 (**Document No. 38-A**).
24. In terms of the Official Memorandum dated 29.05.2024 bearing No. 20874 issued by the office of the Deputy Commissioner, Bangalore District to Good Host Spaces Private Limited, the usage of a portion measuring 2 Acres 15 Guntas in Survey No. 62 (which includes 1 Acre 35 Guntas from and out of the Larger Extent and 20 Guntas of regularised and commercially converted 'A' kharab land in Survey No. 62) i.e., the Property herein, was reconverted from commercial purpose to Residential – Group Housing / Apartment purpose (**Document No. 38-B**)

With respect to the Official Memorandum dated 29.05.2024 we observe that: (i) in the Schedule of the Memorandum, the extent of land converted for residential – group housing/apartment purpose is erroneously denoted as 2 Acres 15 Guntas along with 20 Guntas of regularized 'A' kharab land. However, we understand that the extent of land re-converted under this Memorandum is 1 Acre 35 Guntas out of the Larger Extent +(plus) 20 Guntas of regularized 'A' kharab land, which in total admeasures 2 Acres 15 Guntas; and (ii) the southern boundary in the schedule is erroneously denoted as 'Lake' instead of 'remaining portion of Survey No. 62'. We recommend that the said discrepancies be rectified. However, the same does not affect the title to the Property.

25. In terms of the Sale Deed dated 03.07.2024, registered as Document No. RRN-1-03515/2024-25 in Book-I, at the office of the Senior Sub-Registrar, Jayanagar (Rajarajeshwarinagar), Bangalore, we observe that Good Host Spaces Private Limited (formerly known as Woodstock Ambience Private Limited) conveyed the Property to Mahindra Lifespace Developers Limited, a company incorporated under the Companies Act, 1956 (**Document No. 39**). The said Sale Deed confirms that the possession of the Property has been delivered to Mahindra Lifespace Developers Limited, free of encumbrance. Since Good Host Spaces Private Limited has conveyed only a portion of the Larger Property to Mahindra Lifespace Developers Limited, the original title documents pertaining to the Larger Property have been retained by Good Host Spaces Private Limited. Good Host Spaces Private Limited has however agreed to produce such original documents to Mahindra Lifespace Developers Limited upon request. We are given to understand that Good Host Spaces Private Limited has provided certified copies / digitised



copies of documents pertaining to the Larger Property, to Mahindra Lifespace Developers Limited. In terms of the said sale deed, Mahindra Lifespace Developers Limited has granted to Good Host Spaces Private Limited, a perpetual and non-exclusive right to access at all times, across and upon the area having a width of 12.2 Meters, forming part of the Property for the purpose of going from and to the access road on one end and remaining land in Survey No. 62, owned by Good Host Spaces Private Limited.

IV. Mortgages:

26. In terms of the Memorandum of Entry dated 12.08.2015 (Registered as Document No. 3241/2015-16, Book-1, stored in C.D. No. BMHD712, at the office of the Sub-Registrar, Bommanahalli) **(Document No.40)** Manipal Integrated Services Private Limited had mortgaged a portion of Survey No. 62, measuring 02 Acres 08 Guntas in favour of Aditya Birla Finance Limited. The said mortgage has been discharged under a Mortgage Discharge Deed dated 07.02.2023 (Registered as Document No. 8200/2022-23, Book-1, stored in C.D. No. SHRD1198, at the office of the Sub-Registrar, Jayanagara (Shanthingara), Bangalore **(Document No.41)**).

27. In terms of the Memorandum of Entry dated 05.04.2018 (Registered as Document No. 221/2018-19, Book-1, stored in C.D. No. JAYD334, at the office of the Sub-Registrar, Jayanagara) **(Document No.42)**, we observe that Good Host Spaces Private Limited has mortgaged the Larger Extent in favour of Axis Trustee Services Limited. We observe that the said mortgage created by Good Host Spaces Private Limited has been discharged under a Mortgage Discharge Deed dated 14.03.2023 (Registered as Document No. 8348/2022-23, Book-1, stored in C.D. No. SHRD1203, at the office of the Sub-Registrar, Shanthinagar) **(Document No.43)**).

Thereafter, in terms of the Memorandum of Entry dated 07.02.2023 [Registered as Document No. 8531/2022-23, Book-1, stored in C.D. No. SHRD1209, at the office of the Sub-Registrar, Jayanagara (Shanthinagara) **(Document No.44)**, we observe that Good Host Spaces Private Limited has created a mortgage over Larger Extent in favour of Axis Trustee Services Limited. We observe that the mortgage created with respect to an extent of 2 Acres 4 Guntas (from and out of the Larger Extent i.e., 4 Acres 12 Guntas) has been released under a Partial Discharge Deed dated 22.12.2023 (Registered as Document No. 6715/2023-24, Book-1, at the office of the Sub-Registrar, Shantinagar) **(Document No.45)**).



V. Record of Rights, Tenancy and Crops Inspection Certificates:

28. In terms of the Record of Rights, Tenancy and Crops Inspection Certificates ('RTC's') issued with respect to Survey No. 62 for the period: (i) 1969-70 to 1973-74; (ii) 1983-84; (iii) 1988-89; (iv) 1990-91 to 1994-95; (v) 1995-96 to 1996-97; (iv) 2001-02 to 2022-23; and online RTCs for the period 2023-24 (**Document No. 46**) and we observe that the names of the holders and cultivators are in consonance with the title flow of the Survey No. 62. We have not been provided with the RTC issued with respect to Survey No. 62 for the period: (i) 1966-67 to 1968-69; (ii) 1974-75 to 1982-83; (iii) 1985-86 to 1987-88. In this regard, we have been provided with the Endorsement dated 30.06.2010 bearing No. 740/10-11, issued by the Tahsildhar, Bangalore Taluk (**Document No.47**) confirming that the RTC's for the said period with respect Survey No. 62 are mutilated.

We have not been provided with the RTC issued with respect to Survey No. 62 for the period: (i) 1984-85; (ii) 1989-90; and (iii) 1997-98 to 2000-01;

29. We have not been provided with the extract of the entry made in the Mutation Register bearing M.R. No. 12/1986-87. However, in this regard, we have been provided with the aforementioned Endorsement dated 30.06.2010 bearing No. 740/10-11, issued by the Tahsildhar, Bangalore Taluk (Document No.46 herein) confirming that the said extract of the entry made in the Mutation Register bearing M.R. No. 12/1986-87 has been mutilated.

VI. Survey Documents:

30. In terms of the Village Map of Basapura Village (**Document No. 48**), we observe the shape and location of Survey No. 62.
31. We observe from the Moola Tippani issued with respect to Survey No. 62 (**Document No. 49**), the shape of the said Survey No. 62.
32. In terms of the extract of the Karnataka Revision Settlement Akarband (Uttaru) (**Document No.50**) issued with respect to Survey No. 62, we observe that Survey No. 62 admeasures 06 Acres 12 Guntas (excluding 20 Guntas of kharab land).



VII. Endorsements:

33. We observe from the Letter dated 01.03.2023 bearing No. BMRCL/380/RTI/2023/473, issued by the Public Information Officer, Bangalore (**Document No. 51**) issued with respect to Larger Extent that no acquisition proceedings have been initiated in connection with the Larger Extent as on 01.03.2023.
34. We observe from the Endorsement dated 20.07.2010 bearing No. BDA/ALAO/36/2010-11, issued by the Additional Land Acquisition Officer, Bangalore Development Authority, Bangalore (**Document No. 52**) issued with respect to Survey No. 62, that no acquisition proceedings have been initiated in connection with Survey No. 62 as on 20.07.2010.
35. We observe from the Letter dated 10.03.2023 bearing No. KHB/LAO/BASAPURA/2022-23, issued by the Public Information Officer, Land Revenue Officer, Land Acquisition Office, Karnataka Housing Board, Bangalore (**Document No. 53**) issued with respect to Larger Extent, that no acquisition proceedings have been initiated in connection with the said Larger Extent as on 10.03.2023.
36. We observe from the Endorsement dated 15.03.2023 bearing No. Bangalore/SLAO-2/3770/2022-23, issued by Special Land Acquisition Officer-2 Office, KIADB, Bangalore on behalf of Public Information Officer (**Document No. 54**) that no acquisition proceedings have been initiated in connection with Larger Extent as on 15.03.2023.

VIII. Khata Certificate Tax Paid Receipts and Encumbrance Certificates:

37. We observe from the Khata Certificate and Khata Extract, both dated 23.03.2023, both issued by the Assistant Revenue Officer, Bruhat Bengaluru Mahanagara Palike ('**BBMP**') (**Document No.55**) that a portion of Survey, measuring 04 Acres 12 Guntas Viz., Larger Extent has been assigned with BBMP Municipal No. 269/245/62 and that Good Host Spaces Private Limited is reflected as the owner of the Larger Extent.

We have been informed that Mahindra Lifespace Developers Limited is in process of obtaining khata certificate, khata extract and khata endorsement, with respect to the Property, denoting Mahindra Lifespace Developers Limited as the owner of the Property.



38. In terms of the Receipts dated 28.04.2023, issued by the BBMP (**Document No. 56**), we observe that the property tax in connection with Larger Extent for the period 2023-24 has been paid.
39. In terms of the Receipt dated 23.11.2012, issued by the BBMP (**Document No.57**), we observe that improvement charges with respect to Larger Extent has been paid.
40. We have been provided with Self-Assessment Property Challan dated 02.07.2024, issued by the BBMP (**Document No.58**), denoting remittance of property tax in relation to the Property by way of a Cheque dated 02.07.2024 bearing No. 022951 drawn in favour of the Commissioner, BBMP (**Document No.59**).
41. We observe from the Encumbrance Certificates (**EC's**) issued by the jurisdictional Sub Registrar, with respect to Survey No. 62 for the period: (i) 01.04.1920 to 30.06.1924; (ii) 01.07.1924 to 31.03.1940; (iii) 01.04.1940 to 14.02.1957; (iv) 15.02.1957 to 31.03.1970; (v) 01.04.1970 to 14.09.2001; (vi) 01.04.1980 to 31.03.2004; (vii) 01.04.2004 to 30.06.2023 and (viii) 01.06.2023 to 02.07.2024 (**Document No.60**) and in terms of the said EC's, we observe that the transactions reflected in the said EC's are in consonance with the title flow of the Survey No. 62.
42. We have conducted litigation search on Good Host Spaces Private Limited up to March 2023, through an external consultant-Cubictree Technology Solutions Private Limited. Good Host Spaces Private Limited has confirmed that the litigations denoted in the Litigation Report dated 11.03.2023 generated by Cubictree Technology Solutions Private Limited, do not pertain to the Property.
43. We have conducted litigation search on Good Host Spaces Private Limited for the subsequent period i.e., from March 2023 to 03.07.2024, through an external consultant – Karza Technologies. Good Host Spaces Private Limited has confirmed that the litigations denoted in the Litigation Report dated 03.07.2024 generated by Karza Technologies, do not pertain to the Property.

IX. CONCLUSION:

Upon review of the above-mentioned documents and information provided to us and subject to our comments and observations hereinabove, we are of the opinion that:



- (i) Mahindra Lifespace Developers Limited, a company incorporated under the Companies Act, 1956, having its registered office at 5th Floor, Mahindra Towers, Dr. G.M. Bhosale Marg, Worli, Mumbai – 400 018 is the owner of the immovable vacant property being a portion of Khata No. 269/245/62 (old No. 245/62), measuring 01 Acre 35 Guntas [out of 04 Acres 12 Guntas] along with 20 Guntas of regularized and converted land (erstwhile 'A' Kharab land) totally admeasuring 02 Acres 15 Guntas, forming part of converted land bearing Survey No. 62, situated at Basapura Village, Begur Hobli, Bangalore South Taluk, Bangalore Urban District, within the limits of Bruhat Bengaluru Mahanagara Palike i.e., the Property herein, , having acquired ownership over the Property under the Sale Deed dated 03.07.2024, registered as Document No. 3515/2024-25 (**Document No.39**);
- (ii) The Property has been reconverted from commercial use to residential – group housing/apartment purpose; and
- (iii) In terms of the Sale Deed dated 03.07.2024, Mahindra Lifespace Developers Limited has granted to Good Host Spaces Private Limited, a perpetual and non-exclusive right to access at all times, across and upon the area having a width of 12.2 Meters, forming part of the Property.



Mr. Srinivas BR,
Partner
DSK Legal, Bangalore
July 15, 2024

This Title Certificate is provided on the basis of the review and examination of originals/ certified copies/ photocopies of the various documents of title and approvals, as provided to us, and does not purport to certify the authenticity of such documents. We assume that there are no facts or circumstances in existence and that no events have occurred which have rendered, or may render, the title documents void or voidable or capable of rescission for any fraud or misrepresentation on the part of any person. This Title Certificate is issued on the basis of available documents, present state of affairs pertaining to the Property and the position of law settled, as on the date of this Title Certificate.