



## REPORT ON TITLE

PREPARED FOR

Sowparnika Green Meadows Private Limited,

Prepared by:  
Fox Mandal & Associates LLP  
FM House  
6/12 Primrose Road  
Bangalore 560 025



2<sup>nd</sup> December 2024

To,

**Sowparnika Green Meadows Private Limited,**  
#750, 'C' Block, 1<sup>st</sup> Main, AECS Layout,  
Kundalahalli, Bengaluru - 560 037.

Hereunder together referred to as 'the Client'

Kind Attn: Mr. Biren Kumar Sahu

Dear Sir,

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

*Report on Title***INDEX**

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## B. SCHEDULE PROPERTY

## SCHEDULE PROPERTY

All that piece and parcel of Doddahulluru Village Panchayat Khata No.24/14/2, PID No.150300401201200698 (residential converted land bearing Survey No.14/2 (earlier being part of Survey No.14)) measuring 10,724.17 square meters or 2 Acres 26 Guntas (excluding 1 Acre 27 Guntas of B kharab), situated at Yalachanayakanapura Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District and bounded on the:

East by	:	Doddahullur Border,
West by	:	Road,
North by	:	Survey No.14/1 and Doddahullur Border,
South by	:	Survey Nos.13 and 15.

## II. DOCUMENTS FURNISHED FOR SCRUTINY

Serial No.	Description of Documents
1.	Grant Certificate (Form-1) dated 22.01.1962, issued by the Amaldhar Hoskote Taluk, that the Larger Property;
2.	Record of Rights and Tenancy ("RTC") for the period from 1989-90 to 1994-95, issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to larger property;
3.	Sale Deed dated 03.08.1995 executed by Mushera Akthar, wife of Syed Nazeer Ahamed Aga, in favour of Abdul Wajid son of Mohammed Kasim, registered as document No.343/1996-97, Book-1, Volume 200, pages 203 to 204, in the office of the Sub-Registrar, Hoskote, with regard to portion of larger property;
4.	Mutation Register Extract bearing MR No.2/1996-97, issued by the Tahsildar Grade-2, Hoskote Taluk;
5.	Sale Deed dated 10.05.1996, executed by Mushera Akthar, wife of Syed Nazeer Ahamed Aga, in favour of Abdul Javeed, son of Mohammed Kasim, registered as document No.342/1996-97, Book-1, Volume 2130, pages 200 to 202, in the office of the Sub-Registrar, Hoskote, with regard to portion of larger property;



6.	Mutation Register Extract bearing MR No.1/1996-97, issued by the Tahsildar, Grade-2, Hoskote Taluk;
7.	Official Memorandum dated 29.08.2006, bearing LRF:SR:4/2007-08, issued by the Deputy Commissioner, Bengaluru Rural District;
8.	Sale Deed dated 11.09.2006, executed by Abdul Wajid and Abdul Javeed (both sons of Mohammed Kasim) in favour of M/s. SAN Engineering & Locomotives Co, Ltd., Represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-05127/2006-07, Book-1, stored in CD No. HSKD74, in the office of the Sub-Registrar, Hoskote, with regard to Said Property;
9.	Mutation Register Extract bearing MR No.5/2006-07, issued by the Revenue Inspector, Kasaba Hobli;
10.	Mutation Register extract bearing MR No.1/2008-09, issued by the Revenue Inspector, Kasaba Hobli;
11.	Hissa Tippani issued by the Government Surveyor, Hoskote Taluk, Bengaluru Rural District;
12.	Pakka Book (Hissa Survey), issued by the office of the Tahsildar, Hoskote;
13.	Atlas issued by the Assistant Director of Land Records, Hoskote Taluk, Hoskote;
14.	Official Memorandum dated 10.07.2024, bearing No.680346, issued by the District Commissioner, Bengaluru Rural District, with regard to Survey No.14/2;
15.	View only copy of Mutation Register extract bearing MR No.T1/2024-25, issued by the Revenue Inspector, Kasaba Hobli;
16.	E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat;
17.	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited represented by its Managing Director Ramanathan Narayanan in favour of Sowparnika Green Meadows Private Limited, represented by its authorized Director Meenakshi Ramji, registered as document No.HSK-1-14066/2024-25, Book I, in the office of the Sub-Registrar, Bengaluru Rural (Hoskote).
18.	Certificate of Incorporation 13.06.1969 issued by the Registrar of Companies, Maharashtra, with regard to Suri and Nayar Private Limited;
19.	Certificate of Change of Name dated 02.03.1972 issued by the Assistant Registrar of Companies, Bombay, Maharashtra;



20.	Fresh Certificate of Incorporation Consequent on Change of Name dated 05.11.1983 issued by the Assistant Registrar of Companies, Bangalore, Karnataka;
21.	Memorandum of Association and Articles of Association of San Engineering and Locomotive Company Limited;
22.	Board Resolution vide minutes of the meeting dated 23.11.2021 of Board of Directors of San Engineering and Locomotive Company Limited;
23.	Records of Tenancy Crops ("RTC") for the period from 1969-70 to 1973-74, issued by the Tahsildar, Grade-2, Hoskote Taluk, with regard to Survey No.14;
24.	RTC for the period from 1979-80 to 1993-94, issued by the Tahsildar Grade-2, Hoskote Taluk, with regard to Survey No.14;
25.	RTC for the period from 1994-95 to 1996-97, issued by the Tahsildar Grade-2, Hoskote Taluk, with regard to Survey No.14;
26.	RTC for the period from 1998-99 to 2001-01, issued by the Tahsildar Grade-2, Hoskote Taluk, with regard to Survey No.14;
27.	RTC for the period from 2001-02 to 2006-07, with regard to Survey No.14;
28.	RTC for the period from 2007-08 to 2023-24, with regard to Survey No.14;
29.	RTC for the year 2024-25, (Online View Copy) with regard to Survey No.14/2;
30.	Akarbandh issued by the office of the Assistant Director of Land Records, Hoskote Taluk, Hoskote;
31.	Village Map of Yalachanayakanapura Village;
32.	Endorsement dated 15.12.2023, issued by the Tahsildar, Grade-2, Hoskote Taluk with regard to Survey No.14;
33.	Non Tenancy Certificate dated 27.06.2024, bearing No.RD1218569013302, issued by the Tahsildar, Devanahalli Taluk, Bengaluru Rural District, with regard to Survey No.14/2;
34.	Endorsement dated 06.04.2024, bearing No. PTCL(H) CR (HIM):526/2023, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura;
35.	Endorsement dated 10.07.2024, bearing No. K.R.D.C.L/LAQ/2023-24/863, issued by the Special Land Acquisition officer, KRDCL, Bangalore;



36.	Endorsement dated 03.07.2024 bearing No. S.L.A.O/LAQ/N.H/207/CR.3484/2024-25, issued by the Special Land Acquisition officer and Competent Authority, NHAI, Kunigal, N.H.207 (Hoskote-Dabaspet Division), Nelamangala;
37.	Letter dated 29.06.2024, bearing No. HPA/others-09-/2024-25/954, issued by the Assistant Director of Urban and Rural Development, Hoskote Planning Authority, Hoskote;
38.	Tax paid receipt dated 27.07.2023, bearing No.0317397, issued by the Village Accountant, with regard to Survey No.14;
39.	Public Notice dated 12.09.2024 issued in daily newspaper "New Indian Express" (English daily issue);
40.	Public Notice dated 12.09.2024 issued in daily newspaper "Kannada Prabha" (Kannada daily issue);
41.	Encumbrance Certificate for the period from 01.04.1940 to 31.03.2004, issued by the Sub-Register, Hoskote, with regard to Survey No.14;
42.	Encumbrance Certificate for the period from 01.04.2004 to 19.07.2023, issued by the Sub-Register, Hoskote, with regard to Survey No.14;
43.	Encumbrance Certificate for the period from 20.07.2023 to 13.05.2024, issued by the Sub-Register, Hoskote, with regard to Survey No.14;
44.	Encumbrance Certificate for the period from 14.05.2024 to 22.06.2024, issued by the Sub-Register, Hoskote, with regard to Survey No.14.
45.	Encumbrance Certificate for the period from 01.04.2023 to 26.08.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.14/2.
46.	Encumbrance Certificate for the period from 01.04.2024 to 30.11.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.14/2.

### III. TRACING OF TITLE

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

1. All that piece and parcel of agricultural land bearing Survey No.14, measuring 3 Acres (excluding 1 Acre 27 Guntas of kharab), situated at Yalachanayakanapura Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District ("Larger Property") was originally a Gomala Land.



2. It is evident from the Grant Certificate (Form-1) dated 22.01.1962, issued by the Amaldhar Hoskote Taluk, that the Larger Property was granted to Mushera Akthar, wife of Syed Nazeer Ahamed Aga, for an upset price mentioned therein.

*Note: We have not been provided with the copy of the Grant Order with regard to Survey No.14, measuring 3 Acre (excluding 1 Acre 27 Guntas of kharab). However, we have been furnished with the Grant Certificate. Further we draw the reference to Section 61 of the Karnataka Land Reforms Act, 1961, wherein the restriction for grant land is capped at 15 years from the date of grant. In this case, the grant was made on 22.01.1962 and 15 years expires on 22.01.1977 and no alienation has taken place during the non-alienation period. Hence the requirement of production of the grant order may be dispensed.*

3. The Record of Rights and Tenancy ("RTC") for the period from 1969-70 to 1973-74, issued by the Tahsildar Grade-II, Hoskote Taluk, reflect the name of Mushera Akthar, wife of Syed Nazeer Ahamed Aga, as owner with regard to Larger Property.
4. Mushera Akthar, wife of Syed Nazeer Ahamed Aga conveyed portion of Larger Property measuring 1 Acre 20 Guntas (excluding 33 Guntas kharab) in favour of Abdul Wajid, son of Mohammed Kasim under a Sale Deed dated 03.08.1995, registered as document No.343/1996-97, Book-1, Volume 200, pages 203 to 204, in the office of the Sub-Registrar, Hoskote and katha with regard to same is mutated/ transferred in the name of Abdul Wajid, son of Mohammed Kasim, vide Mutation Register Extract bearing MR No.2/1996-97.
5. Mushera Akthar, wife of Syed Nazeer Ahamed Aga conveyed remaining extent of Larger Property measuring 1 Acre 20 Guntas (excluding 34 Guntas kharab) in favour of Abdul Javeed, son of Mohammed Kasim, under a Sale Deed dated 10.05.1996, registered as document No.342/1996-97, Book-1, Volume 2130, pages 200 to 202, in the office of the Sub-Registrar, Hoskote and katha with regard to same is mutated/ transferred in the name of Abdul Javeed, son of Mohammed Kasim vide Mutation Register Extract bearing MR No. 1/1996-97.
6. Abdul Javeed and Abdul Wajid, (both sons of Mohammed Kasim) thereafter jointly conveyed Abdul Wajid's portion of Larger Property measuring 14 Guntas in favour of Muniraju, son of Abbaiah, under the Sale Deed dated 02.08.1996, registered as document No.1211/1996-97, Book 1, Volume 2139, at pages 222 to 224, in the office of the Sub-Registrar, Hoskote and katha with regard to same is mutated/transferred in the name of Muniraju, son of Abbaiah, vide Mutation Register Extract bearing MR No.3/1996-97.



7. It is evident from the Official Memorandum dated 29.08.2006, bearing LRF:SR:4/2007-08, issued by the Deputy Commissioner, Bengaluru Rural District, the said commissioner is given permission to purchase agricultural land with regard to Survey No.14, measuring 2 Acres 26 Guntas along with other properties in the name of M/s. SAN Engineering & Locomotives Company Limited.
8. Further, the said Abdul Wajid and Abdul Javeed (both sons of Mohammed Kasim) conveyed the remaining portion of Larger Property measuring 2 Acres 26 Guntas (excluding 1 Acre 27 Guntas of kharab) in favour of M/s. SAN Engineering & Locomotives Company Limited represented by its Company Secretary Kishore Govinde, under the Sale Deed dated 11.09.2006, registered as document No.HSK-1-05127/2006-07, Book-1, stored in CD No.,HSKD74, in the office of the Sub-Registrar, Hoskote and katha with regard to the same is mutated/transferred in the name of M/s. SAN Engineering & Locomotives Company, Limited, represented by its Company Secretary Kishore Govinde, vide Mutation Register Extract bearing MR No.5/2006-07.
9. It is evident from the Mutation Register extract bearing MR No.1/2008-09, issued by the Revenue Inspector, Kasaba Hobli, that Indian Oil Corporation (IOC) pipeline has been placed in portion of the Said Property.
10. (a) Hissa Tippani issued by the Government Surveyor, Hoskote Taluk, Bengaluru Rural District (b) Pakka Book (Hissa Survey), issued by the office of the Tahsildar, Hoskote and (c). Atlas issued by the Assistant Director of Land Records. Hoskote Taluk, Hoskote, discloses that Survey No.14 (Larger Property), was phodied and sub-divided into two portions i.e., Survey Nos.14/1 and 14/2. It is further evident that (a) B. Muniraju, son of Abbaiah is shown as the hissadar of Survey No.14/1, measuring 14 Guntas and (b). M/s. SAN Engineering & Locomotives Company Limited is shown as the hissadar of Survey No.14/2, measuring 2 Acres 26 Guntas (excluding 1 Acre 27 Guntas of B Kharab ("Survey No.14/2").
11. M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde made an application for conversion of Survey No.14/2 from agricultural to non-agricultural use and on payment of necessary conversion fines, the District Commissioner, Bengaluru Rural District converted the Survey No.14/2 from agricultural to non-agricultural layout-residential use vide Official Memorandum dated 10.07.2024, bearing No.680346. The said conversion has been recorded in the revenue records vide Mutation Register extract bearing MR No. T1/2024-25.



12. It is evident from the E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat, that the residentially converted Survey No.14/2, coming within the jurisdiction of Doddahullur Village Panchayath has been assessed for tax and assigned with Khata No.24/14/2, PID No.150300401201200698, measuring 10,724.17 square meters i.e., 2 Acres 26 Guntas (excluding measuring 1 Acre 27 Guntas), situated at Yelachanayakanahalli Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, which is hereinafter referred to as "**Schedule Property**" and M/s. San Engineering and Locomotive Company Limited is registered as kathedar of Schedule Property.
13. M/s. San Engineering and Locomotive Company Limited represented by its Managing Director Ramanathan Narayanan conveyed the Schedule Property along with other properties in favour of Sowparnika Green Meadows Private Limited, represented by its authorized Director Meenakshi Ramji under a Sale Deed dated 20.11.2024, registered as document No.HSK-1-14066/2024-25, Book I, in the office of the Sub-Registrar, Bengaluru Rural (Hoskote).

**Company Documents of SAN Engineering & Locomotives Company Limited:**

14. The Certificate of Incorporation of Suri and Nayar Private Limited, issued by the Registrar of Companies, Maharashtra, discloses that Suri and Nayar Private Limited is incorporated on 13.06.1969.
15. Certificate of Change of Name dated 02.03.1972 issued by the Assistant Registrar of Companies, Bombay, Maharashtra discloses that the said Suri and Nayar Private Limited was re-converted into a limited company and changed its name to "**Suri and Nayar Limited**".
16. Further, the said Suri and Nayar Limited has changed its name to "**San Engineering and Locomotive Company Limited**" vide Fresh Certificate of Incorporation Consequent on Change of Name dated 05.11.1983, issued by the Assistant Registrar of Companies, Bangalore, Karnataka.
17. The Memorandum of Association and Articles of Association of San Engineering and Locomotive Company Limited, discloses the main object of the company is to acquire by purchase, lease, exchange or otherwise lands, buildings and hereditaments of any tenure or description, and any estate or interest therein and any rights over or connected with land and either to retain the same for the purpose of the company's business or to turn the same to account as may seem expedient and other objects as mentioned therein.



18. Board Resolution vide minutes of the meeting of the Board of Directors of the Company i.e., San Engineering and Locomotive Company Limited, dated 23.11.2021 discloses that, the Company shall apply for conversion/change of use in respect of land held by the Company under Survey No. 14 Yelachanayakanapura Village, Hoskote Taluk and Survey Nos. 75/4, 75/5, 75/6 and 75/7 of Doddahullur Village, together measuring 08 Acres 04 Guntas and in this regard Ramanathana Narayan, Managing Director be and is hereby authorized to apply for the said conversion/change of land use and to sign necessary application, declarations, papers, agreements, affidavits, and other documents and to do the deeds, things, and matters as required to obtain permissions and the lands in Doddahullur and Yelachanayakanapura be disposed off and Milind S. Thakker, Chairman and Ramanathan Narayan, Managing Director be and are hereby severally authorized to sign agreements, sale deeds and other documents on behalf of the Company and also to do the deeds, things, and matters that are required to complete the said sale transaction

**Survey Records, Endorsements and Encumbrance Certificate:**

19. Records of Tenancy and Crops ("RTC") for the period mentioned below with regard to Survey No.14, measuring 3 Acres (excluding 1 Acre 27 Guntas) discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1969-70 to 1973-74	Tahsildar Grade-II, Hoskote Taluk	Mushera Akthar
2.	1979-80 to 1993-94	Tahsildar Grade-II, Hoskote Taluk	Mushera Akthar
2.	1994-95 to 1996-97	Tahsildar Grade-II, Hoskote Taluk	Abdul Wajid, to an extent of 1 Acre 20 Guntas Abdul Javeed to an extent of 1 Acre 20 Guntas
4.	1998-99 to 2001-01	Tahsildar Grade-II, Hoskote Taluk	Abdul Wajid to an extent of 1 Acre 20 Guntas Abdul Javeed to an extent of 1 Acre 06 Guntas B. Muniraju to an extent of 14 Guntas
5.		-	Abdul Wajid to an extent of 1 Acre 20 Guntas



	2001-02 to 2006-07		Abdul Javeed to an extent of 1 Acre 06 Guntas B. Muniraju to an extent of 14 Guntas
6.	2007-08 to 2023-24	-	M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde an extent of 2 Acres 26 Guntas B. Muniraju to an extent of 14 Guntas

*Note: We have not been provided with the RTC for the period from 1974-75 to 1978-79 with regard to Survey No.14. Taking into consideration the RTC for the period immediately prior thereto and the RTC thereafter, one can notice that the entries there are in line with what has been discussed and do not disclose any change or deviation either in ownership or occupancy. Hence, in our view for the missing period, we have presumed that there should not be any adverse claims affecting the title.*

20. Records of Tenancy and Crops ("RTC") for the period mentioned below with regard to Survey No.14/2, measuring 2 Acres 26 Guntas (excluding 1 Acre 27 Guntas of B Kharab) discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2024-25	-	M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govind

Survey Records, Endorsements and Encumbrance Certificate:

21. Atlas, issued by the office of the Assistant Director of Land Records, Hoskote Taluk, Hoskote, discloses the topographical shape of Survey No.14/2. It is further evident that hall is passing through Survey No.14/2.

22. Akarbandh issued by the office of the Assistant Director of Land Records, Hoskote Taluk, Hoskote discloses that the total extent of Survey No.14/2, as 4 Acres 13 Guntas and actual extent as 2 Acres 26 Guntas there being 1 Acre 27 Guntas of kharab.



23. Village Map of Yalachanayakanapura Village confirms the exact location of Survey No.14, in the said village. It is further disclosing that Halla is passing through southrenside in Survey No.14.
24. Endorsement dated 15.12.2023, issued by the Tahsildar, Grade-2, Hoskote Taluk, stating that the copy of Records of Rights and Index of Land with regard to Survey No.14, cannot be issued as the same is dilapidated.
25. Non-Tenancy Certificate dated 27.06.2024, bearing No. RD1218569013302, issued by the Tahsildar, Devanahalli Taluk, Bengaluru Rural District confirms that there are no tenancy claims have been initiated in Form 2,7,7A of Karnataka Land Reforms Act, with regard to Survey No.14/2.
26. Endorsement dated 06.04.2024, bearing No. PTCL (H) CR (HIM):526/2023, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, confirms that no proceedings have been initiated under the provision of Prohibition of Transfer of Certain Land Act against Survey No. 14 measuring 3 Acres.
27. Endorsement dated 10.07.2024, bearing No. K.R.D.C.L/LAQ/2023-24/863, issued by the Special Land Acquisition officer, KRDCL, Bangalore, confirms that no lands in Yelachanayakanapura Village has been included in the Notification issued by the said authority.
28. Endorsement dated 03.07.2024 bearing No. S.L.A.O/LAQ/N.H/207/CR.3484/2024-25, issued by the Special Land Acquisition officer and Competent Authority, NHAI, Kunigal, N.H.207 (Hoskote-Dabaspet Division), Nelamangala, confirms that no lands in Yalachanakanapura Village, has been notified for acquisition by the said authority.
29. Letter dated 29.06.2024 bearing No. HPA/others-09/2024-25/954, issued by the Assistant Director of Urban and Rural Development, Hoskote Planning Authority, Hoskote, confirms that there are no acquisition proceedings that have been initiated by the said authority against Survey No.14/2.
30. Tax paid receipt dated 27.07.2023, bearing No.0317397, issued by the Village Accountant, confirms that the taxes for the year 2023-24 has been paid by Kishor Govind with regard to Survey No.14.



31. We had issued a public notice in two daily newspapers "New Indian Express" (English daily issue) and "Kannada Prabha" (Kannada daily issue) both dated 12.09.2024, calling for objections, if any for the sale/purchase of the Schedule Property and in response to such notice, we have not received any objections till date.

32. We have been furnished with the following Encumbrance Certificate with respect to Survey No.14, measuring 3 Acres (excluding 1 Acre 27 Guntas of B kharab) which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1940 31.03.2004	to Hoskote	<p>Sale Deed dated 03.08.1995, executed by Mushera Akthar, wife of Syed Nazeer Ahamed Aga in favour of Abdul Wajid, son of Mahamad Kasim, registered as document No.343/1996-97.</p> <p>Sale Deed dated 10.05.1996, executed by Mushera Akthar, wife of Syed Nazeer Ahamed Aga in favour of Abdul Javidh, son of Mahamad Kasim, registered as document No.342/1996-97.</p> <p>Sale Deed dated 02.08.1996, executed by Abdul Javidh, son of Mahamad Kasim in favour of Muniraju son of Abbaiah, registered as document No.1211/1996-97.</p>
2.	01.04.2004 19.07.2023	to Hoskote	Sale Deed dated 11.09.2006, executed by Abdul Wajid and Abdul Javidh (both sons of Mohamad Kasim) in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde,



			registered as document No.HSK-1-05127/2006-07.
3.	20.07.2023 13.05.2024	to Hoskote	"Nil"
4.	14.05.2024 22.06.2024	to Hoskote	"Nil"

33. We have been furnished with the following Encumbrance Certificate with respect to Survey No.14/2, measuring 2 Acres 26 Guntas (excluding 1 Acre 27 Guntas of B kharab) which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2023 26.08.2024	to Hoskote	"Nil"
2.	01.04.2024 30.11.2024	to Hoskote	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited in favour of Sowparnika Green Meadows Private Limited, registered as document No.HSK-1-14066/2024-25.

#### IV. OPINION

Upon review and scrutiny of the documents furnished to us, we are of the opinion that **Sowparnika Green Meadows Private Limited**, is the absolute owner having a legal and clear marketable title to the Schedule Property.



**V. OUR UNDERSTANDING**

We understand that Sowparnika Green Meadows Private Limited ("the Client") intends to know the marketable title of the Schedule Property and accordingly has instructed us to conduct legal due diligence on the Schedule Property and provide our report on the same.

**IMPORTANT:**

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

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

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

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

1. The legal due diligence has been restricted and kept limited to and based entirely and exclusively on the documents, records, files and registers as was made available to FM by Client (hereinafter collectively referred to as 'Documents').
2. We have perused the copies of the Documents and records and other papers and information made available to us by Client and have issued this Report on the basis of the available documents, records and information.
3. We have not undertaken any litigation search on the Schedule Property. Therefore, the Report is subject to the specific case details, if any that have been provided by the Client.
4. We assume no responsibility/liability for any adverse claims or charges on the property that could not be inferred from the documents provided to us.
5. The Report is valid as on the date of issue of the endorsement/document by the respective statutory authority.



**VII. APPLICABLE ASSUMPTIONS AND DISCLAIMERS**

**ASSUMPTIONS**

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

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

**DISCLAIMERS**

1. This Report has been prepared exclusively in connection with the transaction and for no other purposes. This Report is for the use of the Client only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent.
2. We disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty or damage etc. resulting from or incurred or suffered by any unauthorized person using our Report in any unauthorized manner or basing any action on it notwithstanding the cautions and limitations stated herein and at the appropriate places in the Report. We must also make it clear that we will not accept any responsibility or liability to the Client for any information obtained under disclaimer of responsibility for which we were not able to obtain independent verification.
3. This Report has been prepared pursuant to a diligence exercise carried out from the year 1962. As instructed, the scope of our assignment does not extend to updating the report for events and circumstances occurring after the date of Report.
4. We have retained the units of measurement as it appears in the different title deeds.



5. The Report gives only a gist of certain issues and matters considered as important from the viewpoint of the present purposes and in the manner as mentioned above. The Report lists down all the issues which came to our notice during the due diligence exercise as aforesaid, which has to be read in conjunction with and subject to the stated limitations, restrictions, conditions, cautions and disclaimers.

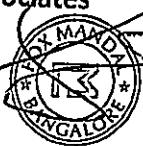
**VIII. CONTACT DETAILS**

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

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For Fox Mandal & Associates

  
Senior Partner



Housiey.com



## REPORT ON TITLE

PREPARED FOR  
Sowparnika Green Medows Private Limited,

Prepared by:  
Fox Mandal & Associates LLP  
FM House  
6/12 Primrose Road  
Bangalore 560 025



2<sup>nd</sup> December 2024

To,

**Sowparnika Green Meadows Private Limited,**  
 #750, 'C' Block, 1<sup>st</sup> Main, AECS Layout,  
 Kundalahalli, Bengaluru - 560 037.

Hereunder together referred to as 'the Client'

**Kind Attn: Mr. Biren Kumar Sahu**

Dear Sir,

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

*Report on Title*

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**I. SCHEDULE PROPERTY**
**SCHEDULE PROPERTY**
**Item No.1:**

All that piece and parcel of Doddahullur Village Panchayat khata No.466/75/4, PID No.150300401200520865 (earlier being residentially converted land bearing Survey No.75/4 (old Survey No.75)), measuring 1770.53 square meter i.e., 17  $\frac{1}{2}$  Guntas, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District and bounded on the:

East by	:	Land bearing Survey No.75/5,
West by	:	Land bearing Survey No.75/3,
North by	:	Land bearing Survey No.76
South by	:	Land bearing Survey No.75/7.

**Item No.2:**

All that piece and parcel of Doddahullur Village Panchayat khata No.429/75/7, PID No.150300401200520463 (earlier being residentially converted land bearing Survey No.75/7 (earlier bearing Survey No.75/4, old Survey No.75) measuring 1779.53 square meter i.e., 17  $\frac{1}{2}$  Guntas, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District and bounded on the:

East by	:	Land bearing Survey No.75/8,
West by	:	Land bearing Survey No.75/3,
North by	:	Land bearing Survey No.75/4,
South by	:	Land bearing Survey No.75/9.

**Item No.3:**

All that piece and parcel of Doddahullur Village Panchayat khata No.428/75/6, PID No.150300401200520462 (earlier being residentially converted land bearing Survey No.75/6 (earlier being part of Survey No.75/5, old Survey No.75) measuring 8650.20 square meter i.e., 2 Acres 05  $\frac{1}{2}$  Guntas (excluding 10 Guntas kharab), situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District and bounded on the:



East by	:	Land bearing Survey Nos.75/5 and 75/9,
West by	:	Border of Yalachanayakanahalli Village,
North by	:	Land bearing Survey No.76,
South by	:	Border of Yalachanayakanahalli Village.

**Item No.4:**

All that piece and parcel of Doddahullur Village Panchayat khata No.467/75/9, PID No.150300401200520866 (residentially converted land bearing Survey No.75/9 (earlier being part of Survey No.75/5, old Survey No.75)) measuring 2124.60 square meter i.e., 21 Guntas (excluding  $\frac{1}{2}$  Gunta kharab), situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District and bounded on the:

East by	:	Land bearing Survey No.75/5.
West by	:	Land bearing Survey No.75/6.
North by	:	Land bearing Survey Nos.75/7 and 75/8.
South by	:	Land bearing Survey Nos.75/6 and 75/5.

**Note:** The said Item Nos.1 to 4, admeasuring 03 Acres 21  $\frac{1}{2}$  Guntas, hereinafter together referred to as "**Schedule Property**". The Boundaries of the Schedule Property mentioned hereinabove were ascertained from the Conversion Orders dated 03.04.2024 and 10.07.2024.

**II. DOCUMENTS FURNISHED FOR SCRUTINY**

Serial No.	Description of Documents
1.	Hissa Tippani issued by the office of the Office of the Superintendent, Hoskote, with regard to Survey No.75;
2.	Sale Deed dated 26.05.1980, executed by Hanumanth Rao and Subba Rao (both sons of Narayanappa) in favour of Gowramma wife of Rajgopal Rao, registered as document No.676/1980-81, Book-1, Volume 1588, pages 143 to 146, in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/4, measuring 17 $\frac{1}{2}$ ;
3.	Endorsement dated 25.07.2023, issued by the Tahsildar, Hoskote Taluk, with regard to Survey No.75/4;



4.	Mutation Register Extract bearing MR No.15/1992-93, issued by the Tahsildar Hoskote Taluk, with regard to Survey No.75/4;
5.	Endorsement dated 09.09.2024, bearing No. R.K/CR/345/2024-25, issued by the Tahsildar Grade-2, Hoskote Taluk;
6.	Sale Deed dated 31.10.1994, executed by (1).N. Ramamurthy, son of Narayananappa and his sons namely (2).Nagaraj .R and (3).Narayananmurthy, in favour of H.S. Nagaraj Rao son of Subba Rao, registered as document No.2089/1994-95, Book-1, Volume 2008, at pages 7 to 10 in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/4, measuring 17 1/2 Guntas;
7.	Mutation Register Extract bearing MR No.16/1994-95, issued by the Shirastedar, Hoskote Taluk;
8.	Sale Deed dated 25.09.1997, executed by H.S. Nagaraj Rao son of Subba Rao in favour of Abdul Javeed son of Mohammed Kasim, registered as document No.1256/1997-98, Book-1, Volume 2191 at pages 248 to 250, in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/4, measuring 17 1/2;
9.	Mutation Register Extract bearing MR No.15/1997-98, issued by the Tahsildar Grade-2, Hoskote Taluk;
10.	Hissa Tippani, Hissa Survey Pakka Book and Pakka Book (Hissa Survey), all issued by the office of the Superintendent, Hoskote, with regard to Survey No.75/4;
11.	Sale Deed dated 11.05.2007, executed by (1).Gowramma wife late Rajgopal Rao and her sons namely (2).Srinivasa Murthy (3).Krishnamurthy and grandson (4).Gopala Krishna S. son of Srinivasa Murthy, in favour of M/s. SAN Engineering & Locomotives Company Limited., Represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-640/2007-08, stored in CD No.HSKD89, in the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/4, measuring 17 1/2 Guntas;
12.	Mutation Register Extract bearing MR No.32/2006-07;
13.	Official Memorandum dated 10.07.2024, bearing No.681938, issued by the District Commissioner, Bengaluru Rural District, with regard to Survey No.75/4;
14.	E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat, with regard to Item No.1;
15.	Official Memorandum dated 29.08.2006, bearing LRF:SR:4/2007-08, issued by the Deputy Commissioner, Bengaluru Rural District;



16.	Sale Deed dated 11.09.2006, executed by (1).Abdul Javeed and (2).Abdul Wajid both sons of Mohammed Kasim, in favour of M/s. SAN Engineering & Locomotives Co, Ltd., Represented by its Company Secretary Kishore Govinde, registered as document No. HSK-1-5127/2006-07, stored in CD No.HSKD74, in the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/7, measuring 17 1/2;
17.	Mutation Register Extract bearing MR No.28/2006-07, issued by the Revenue Inspector, Kasaba Hobli;
18.	Official Memorandum dated 03.04.2024, bearing No.644500, issued by the District Commissioner, Bengaluru Rural District, with regard to Survey No.75/7;
19.	E-Katha dated 11.11.2024, issued by the office of the Doddahullur Village Panchayat with regard to Item No.2;
20.	Sale Deed dated 31.10.1994, executed by (1). N. Ramamurthy, son of Narayanappa and his sons namely (2). Nagaraj. R and (3). Narayana Murthy, in favour of H.S. Nagaraj Rao, son of Subba Rao, registered as document No.2089/1994-95, Book-1, Volume 2008, at pages 7 to 10 in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/5, measuring 1 Acre 02 Guntas;
21.	Mutation Register Extract bearing MR No.16/1994-95, issued by the Shirastedar, Hoskote Taluk;
22.	Sale Deed dated 25.09.1997, executed by H.S. Nagaraj Rao, son of Subba Rao, in favour of Abdul Javeed, son of Mohammad Kasim, registered as document No.1256/1997-98, Book-1, Volume 2191, at pages 248 to 250 in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/5, measuring 1 Acre 02 Guntas;
23.	Mutation Register Extract bearing MR No.15/1997-98, issued by the Tahsildar Grade-2, Hoskote Taluk;
24.	Sale Deed dated 25.09.1997, executed by H.N. Nagaraj Rao, son of Subba Rao, in favour of Abdul Wajid, son of Mohammad Kasim, registered as document No.1255/1997-98, Book-1, Volume 2191, at pages 245 to 247 in the office of the Sub-Registrar, Hoskote, with regard to portion of Survey No.75/5, measuring 1 Acre 21 Guntas;
25.	Mutation Register Extract bearing MR No.16/1997-98, issued by the Tahsildar Grade-2, Hoskote Taluk;
26.	Hissa Survey Tippani Book and Pakka Book (Hissa Survey), both issued by the office of the Superintendent of Land Records, Hoskote, with regard to Survey No.75/5;



27.	Sale Deed dated 11.09.2006 executed by Abdul Javeed along with Abdul Wajid (both sons of Mohammed Kasim), in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-5127/2006-07, Book-1, stored in CD No.HSKD74, in the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/6 measuring 2 Acres 05 ½ Guntas;
28.	Mutation Register Extract bearing MR No.28/2006-07, issued by the Revenue Inspector, Kasaba Hobli;
29.	Official Memorandum dated 03.04.2024, bearing No.644498, issued by the District Commissioner, Bengaluru Rural District, with regard to Survey No.75/6;
30.	E-Katha dated 11.11.2024, issued by the office of the Doddahullur Village Panchayat with regard to Item No.3;
31.	Hissa Tippani, and Pakka Book (Hissa Survey), both issued by the office of the Superintendent of Land Records, Hoskote, with regard to Survey No.75/5;
32.	Sale Deed dated 11.05.2007 executed by (1). Gowramma wife of Rajgoapl Rao and her sons and grandson namely (2).Srinivasa Murthy (3).Krishna Murthy and (4).Gopal Krishna son of Srinivas, in favour of M/s. SAN Engineering & Locomotives Co, Ltd., Represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-00640/2006-07, Book-1, stored in CD No.HSKD89 in the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/9 measuring 21 Guntas;
33.	Mutation Register Extract bearing MR No.32/2006-07;
34.	Official Memorandum dated 03.04.2024, bearing No.644499, District Commissioner, Bengaluru Rural District, with regard to Survey No.75/9;
35.	E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat with regard to Item No.4;
36.	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited represented by its Managing Director Ramanathan Narayanan in favour of Sowparnika Green Meadows Private Limited, represented by its authorized Director Meenakshi Ramji, registered as document No.HSK-1-14066/2024-25, Book I, in the office of the Sub-Registrar, Bengaluru Rural (Hoskote).
37.	Certificate of Incorporation 13.06.1969 issued by the Registrar of Companies, Maharashtra, with regard to Suri and Nayar Private Limited;
38.	Certificate of Change of Name dated 02.03.1972 issued by the Assistant Registrar of Companies, Bombay, Maharashtra;



39.	Fresh Certificate of Incorporation Consequent on Change of Name dated 05.11.1983 issued by the Assistant Registrar of Companies, Bangalore, Karnataka;
40.	Memorandum of Association and Articles of Association of San Engineering and Locomotive Company Limited;
41.	Board Resolution vide minutes of the meeting dated 23.11.2021 of Board of Directors of San Engineering and Locomotive Company Limited;
42.	Records of Tenancy and Crops ("RTC") for the period from 1969-70 to 1977-78 issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/4, measuring 35 Guntas;
43.	RTC for the period from 1978-79 to 1988-89 issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/4, measuring 35 Guntas;
44.	RTC for the period from 1989-90 to 1993-94, issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/4, measuring 35 Guntas;
45.	RTC for the period from 1994-95 to 1996-97, issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/4, measuring 35 Guntas;
46.	RTC for the period from 1997-98 to 2000-01, issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/4, measuring 35 Guntas;
47.	RTC for the period from 2001-02 to 2006-07, with regard to Survey No.75/4, measuring 17 ½ Guntas;
48.	RTC for the period from 2007-08 to 2023-24, with regard to Survey No.75/4, measuring 17 ½ Guntas;
49.	RTC for the year 2023-24, with regard to Survey No.75/4, measuring 17 ½ Guntas;
50.	Order dated 14.06.2024, in case bearing No.R.R.T.(h)CR:373/2024, passed by the Assistant Commissioner, Doddaballapur Sub-Division, Doddaballapur;
51.	RTC for the period from 1999-2000 to 2006-07, with regard to Survey No.75/7, measuring 17½ Guntas;
52.	RTC for the period from 2007-08 to 2023-24, with regard to Survey No.75/7, measuring 17½ Guntas;
53.	RTC for the period from 1969-70 to 1973-74, issued by the Tahsildar Grade-II, Hoskote Taluk, Survey No.75/5, with regard to measuring 06 Acres 15 Guntas;



54.	RTC for the period from 1974-75 to 1977-78, issued by the Tahsildar Grade-II, Hoskote Taluk, Survey No.75/5, with regard to measuring 06 Acres 15 Guntas;
55.	RTC for the period from 1978-79 to 1983-84, issued by the Tahsildar Grade-II, Hoskote Taluk, Survey No.75/5, with regard to measuring 06 Acres 15 Guntas;
56.	RTC for the period from 1989-90 to 1993-94, issued by the Tahsildar Grade-II, Hoskote Taluk, Survey No.75/5, with regard to measuring 06 Acres 15 Guntas;
57.	RTC for the period from 1995-96 to 1996-1997, issued by the Tahsildar Grade-II, Hoskote Taluk, Survey No.75/5, with regard to measuring 06 Acres 15 Guntas;
58.	RTC for the year 1998-99, issued by the Tahsildar Grade-II, Hoskote Taluk, with regard to Survey No.75/6, measuring 02 Acres 05 ½ Guntas;
59.	RTC for the period from 2000-01 to 2006-07, with regard to Survey No.75/6, measuring 02 Acres 05 ½ Guntas;
60.	RTC for the period from 2007-08 to 2023-24, with regard to Survey No.75/6, measuring 02 Acres 05 ½ Guntas;
61.	RTC for the year 2006-07, with regard to Survey No. 75/9, measuring 21 Guntas;
62.	RTC for the period from 2007-08 to 2023-24, with regard to Survey No. 75/9, measuring 21 Guntas;
63.	Moola Tipanni, issued by the office of the Superintendent of Land Records, Hoskote, with regard to Survey No.75;
64.	Village Map of Doddahulluru Village;
65.	Karnataka Revision Settlement Akarbandh, issued by the office of the Superintendent of Land Records, Hoskote, with regard to Survey No.75/4, 75/6 and 75/7;
66.	Karnataka Revision Settlement Akarbandh, issued by the office of the Superintendent of Land Records, Hoskote, with regard to Survey No.75/9;
67.	Endorsement dated 10.01.2023, bearing R.K.CR.579/2023-24, issued by the Tahsildar, Hoskote Taluk, with regard to Survey No.75;
68.	Endorsement dated 17.05.2024, issued by the Tahsildar Grade-2, Hoskote Taluk, with regard to Survey No.75/5;
69.	Endorsement dated 18.07.2023, issued by the Tahsildar, Grade-2, Hoskote Taluk, with regard to Survey Nos.75/4, 75/6, 75/7 and 75/9;



70.	Endorsement dated 28.05.2024, issued by the Tahsildar, Grade-2, Hoskote Taluk, with regard to Survey No. 75/5;
71.	Non-Tenancy Certificate dated 27.06.2024, bearing No. RD1218569013302, issued by the Tahsildar, Devanahalli Taluk, Bengaluru Rural District, with regard to with regard to Schedule Property;
72.	Endorsement dated 21.07.2023, bearing No. PTCL(H) (HIM) CR:69/2023, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, with regard to Schedule Property;
73.	Endorsement dated 10.07.2024, bearing No. K.R.D.C.L/LAQ/2023-24/863, issued by the Special Land Acquisition officer, KRDCL, Bangalore;
74.	Endorsement dated 03.07.2024 bearing No. S.L.A.O/LAQ/N.H/207/CR.3484/2024-25, issued by the Special Land Acquisition Officer and Competent Authority, NHAI, Kunigal, N.H.207 (Hoskote-Dabaspet Division), Nelamangala;
75.	Letter dated 29.06.2024, bearing No. HPA/others-09-/2024-25/954, issued by the Assistant Director of Urban and Rural Development, Hoskote Planning Authority, Hoskote;
76.	Tax paid receipt dated 27.07.2023, bearing No.0317397, issued by the Village Accountant, with regard to Schedule Property;
77.	Public Notice dated 12.09.2024 issued in daily newspaper "New Indian Express" (English daily issue);
78.	Public Notice dated 12.09.2024 issued in daily newspaper "Kannada Prabha" (Kannada daily issue);
79.	Encumbrance Certificate for the period from 01.04.1940 to 31.03.2004, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/4, measuring 17 ½ Guntas;
80.	Encumbrance Certificate for the period from 01.04.2004 to 19.07.2023, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/4, measuring 17 ½ Guntas;
81.	Encumbrance Certificate for the period from 23.07.2023 to 13.05.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/4, measuring 17 ½ Guntas;
82.	Encumbrance Certificate for the period from 14.05.2024 to 22.06.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/4, measuring 17 ½ Guntas;



83.	Encumbrance Certificate for the period from 01.06.2024 to 05.09.2024, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.75/4;
84.	Encumbrance Certificate for the period from 01.04.2024 to 30.11.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.75/4;
85.	Encumbrance Certificate for the period from 01.04.1940 to 31.03.2004, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/5;
86.	Encumbrance Certificate for the period from 01.04.1940 to 31.03.2004, issued by the office of Sub-registrar, Hoskote, with regard to Survey No.75/6, measuring 2 Acres 5 ½ Guntas;
87.	Encumbrance Certificate for the period from 01.04.1940 to 31.03.2004, issued by the office of Sub-registrar, Hoskote, with regard to Survey No.75/7, measuring 17 ½;
88.	Encumbrance Certificate for the period from 01.04.2004 to 31.08.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey Nos. 75/6 and 75/7;
89.	Encumbrance Certificate for the period from 01.06.2024 to 04.09.2024, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.75/6;
90.	Encumbrance Certificate for the period from 01.04.2024 to 30.11.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.75/6;
91.	Encumbrance Certificate for the period from 01.06.2024 to 05.09.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/7;
92.	Encumbrance Certificate for the period from 01.04.2024 to 30.11.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.75/7;
93.	Encumbrance Certificate for the period from 01.04.2004 to 19.07.2023, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No.75/9, measuring 21 Guntas;
94.	Encumbrance Certificate for the period from 20.07.2023 to 13.05.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No. 75/9, measuring 21 Guntas;
95.	Encumbrance Certificate for the period from 14.05.2024 to 22.06.2024, issued by the office of the Sub-Registrar, Hoskote, with regard to Survey No. 75/9, measuring 21 Guntas.
96.	Encumbrance Certificate for the period from 01.06.2024 to 05.09.2024, issued by the office of the Sub-Registrar, Hoskote with regard to Survey No.75/9;



97.	Encumbrance Certificate for the period from 01.04.2024 to 30.11.2024, issued by the Sub-Registrar, Hoskote with regard to Survey No.75/9.
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### III. TRACING OF TITLE

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

1. All that piece and parcel of agricultural land bearing Survey No.75 situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District originally measures 10 Acres 16 Guntas (excluding 2 Acres 16 Guntas of kharab) ("Survey No.75").
2. Hissa Survey Tippani issued by the office of the Superintendent, Hoskote, discloses that Survey No.75, was phodied and sub-divided on 16.06.1942 into five portions i.e., Survey Nos.75/1 to 75/5. It is further evident that (a). Nanjundaiah, son of Venkataramanaiah, is shown as the hissadar of Survey No.75/1, (b). Subbanna, son of Venkataramanaiah, is shown as the hissadar of Survey No.75/2, (c). Srikantaiah, son of Venkataramanaiah, is shown as the hissadar of Survey No.75/3, and (d). Narayanappa, son of Venkataramanaiah, is shown as the hissadar of Survey No.75/4, (e). Nanjundaiah, Subbanna, Srikantaiah and Narayanappa (all sons of Venkataramanaiah), were shown as joint hissadars of Survey No.75/5.

The Schedule Property is carved out of 75/4 and 75/5.

#### Survey No.75/4:

3. It is evident from the Record of Rights and Tenancy and Crops ("RTC") for the period from 1969-70 to 1977-78, issued by the Tahsildar Grade-II, Hoskote Taluk, reflect the name of Narayanappa, son of Venkataramanaiah, as owner with regard to Survey No.75/4, measuring 35 Guntas, situated at Doddahullur Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District ("Larger Property").
4. It is evident from the Sale Deed dated 26.05.1980, registered as document No.676/1980-81, Book-1, Volume 1588, pages 143 to 146, in the office of the Sub-Registrar, Hoskote, that Hanumanth Rao and Subba Rao (both sons of Narayanappa) conveyed portion of Larger Property, measuring 17 1/2 Guntas along with the another property in favour of Gowramma, wife of Rajgopal Rao.



5. It is evident from the RTC for 1984-85 to 1988-89, that on the said purchase, Khata with regard to portion of Larger Property, measuring 17 ½ Guntas was mutated/transferred in the name of Gowramma, wife of Rajagopal Rao vide Mutation Register extract bearing MR No.2/1980-81.
6. We have not been provided with copy of Mutation Register extract bearing MR No.2/1980-81, on requisition of the same we have been provided with the Endorsement dated 25.07.2023, issued by the Tahsildar, Hoskote Taluk, stating that the said Mutation Register Extract bearing MR No.2/1980-81, cannot be issued as the same is not available in their Records.
7. It is evident from the Mutation Register Extract bearing MR No.15/1992-93, that as per the Order dated 10.12.1992, in case bearing No.RRT.CR/192-256/1992-93, passed by the Tahsildar, Hoskote, Khata with regard to remaining portion of Larger Property, measuring 17 ½ Guntas along with other properties was mutated in the name of Ramamurthy, son of Narayanappa.
8. We have not been provided with the copy of the said order 10.12.1992, bearing No. RRTCR:192-256/1992-93, passed by the Tahsildar, Hoskote Taluk. On requisition of the said order we have been provided with the Endorsement dated 09.09.2024, bearing No. RK/CR/345/2024-25, issued by the Tahsildar Grade-2, Hoskote Taluk stating that the copy bearing No. RRTCR:192-256/1992-93 cannot be issued as the same is unavailable with the authority. As the said order is recorded in the aforesaid Mutation Register Extract, the said order may be dispensed from producing.
9. It is evident from the Sale Deed dated 31.10.1994, registered as document No.2089/1994-95, Book-1, Volume 2008, at pages 7 to 10 in the office of the Sub-Registrar, Hoskote, that (1). N. Ramamurthy, son of Narayanappa and his sons namely (2). Nagaraj.R and (3). Narayana Murthy conveyed his portion of Larger Property measuring 17 ½ Guntas along with another property in favour of H.S. Nagaraj Rao, son of Subba Rao, and katha with regard to same is mutated/transferred in the name of H.S. Nagaraj Rao, son of Subba Rao, vide Mutation Register Extract bearing MR No.16/1994-95.
10. Further, the said H.S. Nagaraj Rao, son of Subba Rao, conveyed his portion of Larger Property, measuring 17 ½ Guntas along with another property in favour of Abdul Javeed, son of Mohammed Kasim under the Sale Deed dated 25.09.1997, registered as document No.1256/1997-98, Book-1, Volume 2191 at pages 248 to 250, in the office of the Sub-Registrar, Hoskote and katha with regard to same is mutated/transferred in the name of



Abdul Javeed, son of Mohammed Kasim, vide Mutation Register Extract bearing MR No.15/1997-98.

11. Hissa Tippani, Hissa Survey Pakka Book and Pakka Book (Hissa Survey), all issued by the office of the Superintendent, Hoskote, discloses that Larger Property, was phodied and sub-divided on 08.11.2000 into two Survey Nos. i.e., Survey Nos.75/4 and 75/7. It is further evident that (a). Gowramma, wife of Rajgopal Rao is shown as the hissadar of Survey No.75/4, measuring 17 ½ Guntas ("Survey No.75/4") and (b). Abdul Javeed, son of Mohammed Kasim is shown as the hissadar of Survey No.75/7, measuring 17 ½ Guntas ("Survey No.75/7").
12. The said (1). Gowramma, wife late Rajgopal Rao along with her sons namely (2). Srinivasa Murthy, (3). Krishna Murthy and grandson (4). Gopala Krishna .S, son of Srinivasa Murthy conveyed Survey No.75/4 along with Consenting Witness C.Manjunatha, son of Chikkappalanna (copy of said Agreement not provided) ("Agreement Holder") in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde under the Sale Deed dated 11.05.2007, registered as document No.HSK-1-640/2007-08, stored in CD No.HSKD89, in the office of the Sub-Registrar, Hoskote and katha with regard to Survey No.75/4 is mutated/transferred in the name of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, vide Mutation Register Extract bearing MR No.32/2006-07. It is further evident from the said Sale Deed dated 11.05.2007, that the said agreement holder C.Manjunatha has signed the said Sale Deed as consenting witnesses for a consideration mentioned therein and accordingly confirmed the conveyance of the Survey No.75/4, in favour of M/s. SAN Engineering & Locomotives Company Limited.
13. Subsequent to the said purchase, M/s. SAN Engineering & Locomotives Company, Limited, represented by its Company Secretary Kishore Govinde made an application for conversion of Survey No.75/4 from agricultural to non-agricultural residential use and on payment of necessary conversion fines, the District Commissioner, Bengaluru Rural District converted the Survey No.75/4 from agricultural to non-agricultural layout-residential use vide Official Memorandum dated 10.07.2024, bearing No.681938.
14. It is evident from the E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat, that the residentially converted Survey No.75/4, coming within the jurisdiction of Doddahullur Village Panchayath has been assessed for tax and assigned with Khata No.466/75/4, PID No.150300401200520865, measuring 1770.53 square meters i.e., 17 ½ Guntas, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru



Rural District, which is hereinafter referred to as "Item No.1" and M/s. San Engineering and Locomotive Company Limited is registered as kathedar of Item No.1.

**Survey No.75/7:**

15. It is evident from the Official Memorandum dated 29.08.2006, bearing LRF:SR:4/2007-08, issued by the Deputy Commissioner, Bengaluru Rural District, the said commissioner is given permission to purchase agricultural land with regard to Survey No.75/7, measuring 17 ½ Guntas along with other properties in the name of M/s. SAN Engineering & Locomotives Company Limited.
16. (1).Abdul Javeed, son of Mohammed Kasim along with his brother (2).Abdul Wajid conveyed Survey No.75/7, measuring 17 ½ Guntas along with other properties in favor of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, under the Sale Deed dated 11.09.2006, registered as document No.HSK-1-5127/2006-07, stored in CD No.HSKD74, in the office of the Sub-Registrar, Hoskote and katha with regard to Survey No.75/7 is mutated/transferred in the name of M/s.SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, vide Mutation Register Extract bearing MR No.28/2006-07.
17. M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde made an application for conversion of Survey No.75/7 from agricultural to non-agricultural residential use and on payment of necessary conversion fines, the District Commissioner, Bengaluru Rural District converted the Survey No.75/7 from agricultural to non-agricultural layout-residential use vide Official Memorandum dated 03.04.2024, bearing No.644500.
18. It is evident from the E-Katha dated 11.11.2024, issued by the office of the Doddahullur Village Panchayat, that the residentially converted Survey No.75/6, coming within the jurisdiction of Doddahullur Village Panchayath has been assessed for tax and assigned with Khata No.429/75/7, PID No.150300401200520463, measuring 1770.53 square meters i.e., 17 ½ Guntas, situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District, which is hereinafter referred to as "Item No.2" and M/s. San Engineering and Locomotive Company Limited is registered as kathedar of Item No.2.



**Survey No.75/6 (earlier being part of Survey No.75/5):**

19. The RTC for the period from 1969-70 to 1973-74, reflects the name of Nanjundaiah as the owner, with regard to Survey No.75/5, measuring 6 Acres 15 Guntas (excluding 14 Guntas kharab) ("Said Property").
20. The RTC for the period from 1974-75 to 1977-78, reflects the name of (a). Nanjundaiah and (b). N. Ramamurthy, son of Narayanappa, whereas it is shown that an extent of 1 Acre 23 Guntas was owned by N. Ramamurthy and remaining extent is owned by Nanjundaiah in Said Property. Further the said RTC refers to Mutation Registrar Extract bearing No. 5/77-78 recording the settlement of 1 Acre 23 Guntas in the Said Property in favour of N Ramamurthy.
21. It is evident from the Sale Deed dated 26.05.1980, registered as document No.676/1980-81, Book-1, Volume 1588, pages 143 to 146, in the office of the Sub-Registrar, Hoskote, that Hanumanth Rao and Subba Rao (both sons of Narayanappa) conveyed portion of Said Property, measuring 21 Guntas along with other property in favour of Gowramma, wife of Rajgopal Rao.

*Note: We have not been provided with the Mutation Register extract bearing MR No.5/77-78 under which Ramamurthy has been settled with 1 Acre 23 Guntas of the land in the Said Property. Considering the fact that Narayappa was one of the original owners having interest in the Said Property, N Ramamurthy, Hanumanth Rao and Subba Rao being the sons of Narayanappa might have been settled with 1 Acre 23 Guntas in the Said Property. In such capacity the said Hanumanth Rao and Subba Rao had conveyed the land parcel measuring 21 Guntas in favour of Gowramma under the Sale Deed dated 26.05.1990 and N Ramamurthy retained 1 Acre 2 Guntas of the land parcel in the Said Property.*

22. It is evident from the RTC for the period 1989-90 to 1993-94, reflects the name of (a). Nanjundaiah and (b). Gowramma, wife of Rajagopala Rao to an extent of 21 Guntas, (c). Nagaraja Rao, son of Subbarao to an extent of 1 Acre 21 Guntas, (d). Lakshminarayananappa, son of Srikantaiah to an extent of 3 Acres 2 1/2 Guntas, and (e). N. Ramamurthy, son of Narayanappa to an extent of 1 Acre 02 Guntas as owners as to their respective share in Said Property.

*Note: It is pertinent to note that the Said Property was<sup>1</sup> originally owned by Nanjudaiah, Srikantaiah, Subanna and Narayanappa (children of Venkataramaiah) as recorded in Hissa*

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*Survey Tippani dated 16.06.1942, issued by the office of the Superintendent, Hoskote. Upon corroborative reading of the documents (RTCS, Sale Deeds and Mutation Register Extract/s, we reasonably presume that the Said Property was partitioned among the family members of aforesaid Nanjudaiah, Srikantaiah, Subanna and Narayannappa, wherein Nanjudaiah was settled with 1 Acre 3 1/4<sup>th</sup> Guntas, Subanna was settled with 1 Acre 21 Guntas, Narayannappa was settled with 1 Acre 23 Guntas and Srikantaiah was settled with 2 Acres 7 Guntas. We further note that Nagaraj Rao being son of Subanna alias Subba Rao was settled with 1 Acre 21 Guntas (his father Subbarao's share) and the said settlement was recorded and mutated vide MR Extract bearing No. 15/1994-95 (we have not been provided with the said MR Extract as the same not available).*

23. It is evident from the Sale Deed dated 31.10.1994, registered as document No.2089/1994-95, Book-1, Volume 2008, at pages 7 to 10 in the office of the Sub-Registrar, Hoskote, that (1). N. Ramamurthy, son of Narayannappa and his sons namely (2). Nagaraj. R and (3). Narayana Murthy, conveyed his portion of Said Property, measuring 1 Acre 02 Guntas along with another property in favour of H.S. Nagaraj Rao, son of Subba Rao and katha with regard to same is mutated/transferred in the name of H.S. Nagaraj Rao, son of Subba Rao, vide Mutation Register Extract bearing MR No.16/1994-95. Thus, by virtue of the said conveyance, H.S Nagaraj becomes owner in possession of the land parcels measuring 2 Acres 23 Guntas in the Said Property.
24. It is evident from the Sale Deed dated 25.09.1997, registered as document No.1256/1997-98, Book-1, Volume 2191, at pages 248 to 250 in the office of the Sub-Registrar, Hoskote, that H.S.Nagaraj Rao, son of Subba Rao conveyed portion of Said Property, measuring 1 Acre 02 Guntas in favour of Abdul Javeed, son of Mohammad Kasim and katha with regard to same is mutated/transferred in the name of Abdul Javeed, son of Mohammad Kasim, vide Mutation Register Extract bearing MR No.15/1997-98.
25. It is evident from the Sale Deed dated 25.09.1997, registered as document No.1255/1997-98, Book-1, Volume 2191, at pages 245 to 247 in the office of the Sub-Registrar, Hoskote that H.S. Nagaraj Rao, son of Subba Rao is conveyed the portion of Said Property, measuring 1 Acre 21 Guntas in favour of Abdul Wajid, son of Mohammad Kasim and katha with regard to same is mutated/transferred in the name of Abdul Wajid, son of Mohammad Kasim, vide Mutation Register Extract bearing MR No.16/1997-98.
26. Hissa Tippani and Pakka Book (Hissa Survey), both issued by the office of the Superintendent of Land Records, Hoskote, discloses that Said Property, was phoddied and sub-divided in the year 2000 into two portions i.e., Survey Nos.75/5, measuring 3 Acres 32 Guntas (excluding 4 Guntas of kharab) ("Survey No.75/5") and Survey No.75/6, measuring



2 Acres 23 Guntas (excluding 10 Guntas of Kharab). It is further evident that Abdul Javeed, son of Mohammed Kasim is shown as the hissadar of Survey No.75/6, measuring 2 Acres 23 Guntas (excluding 10 Guntas of Kharab).

*Note: As two separate Sale Deed both dated 25.09.1997, that H.S.Nagaraj Rao conveyed an extent of (a). 1 Acre 02 Guntas in favour of Abdul Javeed and (b). 1 Acre 21 Guntas, together measuring 2 Acres 23 Guntas in favour of Abdul Wajid. Whereas the Hissa Tippani, Pakka Book and RTC, show the name of Abdul Javeed as owner/holder with regard to Survey No.75/6, measuring 2 Acres 23 Guntas. It is pertinent to note Abdul Javeed and Abdul Wajid are brothers.*

27. It is further evident from the RTC for the period from 1999-2000 to 2006-07, that on resurvey the extent of Survey No.75/6, is reduced from 2 Acres 23 Guntas (excluding 10 Guntas of kharab) to 2 Acres 5 ½ Guntas (excluding 10 Guntas of kharab) ("Survey No.75/6").
28. It is evident from the Official Memorandum dated 29.08.2006, bearing LRF:SR:4/2007-08, issued by the Deputy Commissioner, Bengaluru Rural District, the said commissioner is given permission to purchase agricultural land with regard to Survey No.75/6, measuring 2 Acres 5 ½ Guntas along with other properties in the name of M/s. SAN Engineering & Locomotives Company Limited.
29. It is evident from the Sale Deed dated 11.09.2006, registered as document No.HSK-1-5127/2006-07, Book-1, stored in CD No. HSKD74, in the office of the Sub-Registrar, Hoskote, that (a). Abdul Javeed along with (b). Abdul Wajid (both sons of Mohammed Kasim), conveyed Survey No.75/6, along with other properties in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde and katha with regard to same is mutated/transferred in the name of M/s. SAN Engineering & Locomotives Company, Limited., represented by its Company Secretary Kishore Govinde, vide Mutation Register Extract bearing MR No.28/2006-07.
30. M/s. SAN Engineering & Locomotives Company Limited., represented by its Company Secretary Kishore Govinde made an application for conversion of Survey No.75/6 from agricultural to non-agricultural residential use and on payment of necessary conversion fines, the District Commissioner, Bengaluru Rural District converted the Survey No.75/6 from agricultural to non-agricultural layout-residential use vide Official Memorandum dated 03.04.2024, bearing No.644498.



31. It is evident from the E-Katha dated 11.11.2024, issued by the office of the Doddahullur Village Panchayat, that the residentially converted Survey No.75/6, coming within the jurisdiction of Doddahullur Village Panchayath has been assessed for tax and assigned with Khata No.428/75/6, PID No.150300401200520462, measuring 8650.20 square meters i.e., measuring 2 Acres 05 ½ Guntas (excluding 10 Guntas kharab), situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District, which is hereinafter referred to as "Item No.3" and M/s. San Engineering and Locomotive Company Limited is registered as kathedar of Item No.3.

**Survey No.75/9 (earlier being part of Survey No.75/5):**

32. Hissa Survey Tippani Book and Pakka Book (Hissa Survey), both issued by the office of the Superintendent of Land Records, Hoskote, discloses that Survey No.75/5 measuring 3 Acres 32 Guntas (excluding 4 Guntas of kharab), was further phodied and sub-divided on 15.03.2006 into three portions i.e., Survey Nos.75/5, 75/8 and 75/9. It is further evident that Gowramma wife of Rajgopal Rao, is shown as the hissadar of Survey No.75/9, measuring 21 Guntas (excluding ½ Gunta of kharab) ("Survey No.75/9").

33. RTC for the year 2006-07, reflects the name of Gowramma, wife of Rajgopal Rao as owner, with regard to Survey No.75/9.

34. The said (1). Gowramma, wife of Rajgopalrao and her sons namely (2). Srinivasa Murthy (3). Krishna Murthy and grandson (4). Gopal Krishna, son of Srinivasa, conveyed Survey No.75/9, along with Consenting Witness C.Manjunatha, son of Chikkappalanna (copy of said Agreement not provided) ("Agreement Holder") in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde under the Sale Deed dated 11.05.2007, registered as document No.HSK-1-00640/2006-07, Book-1, stored in CD No.HSKD89 in the office of the Sub-Registrar, Hoskote and katha with regard to Survey No.75/9, is mutated/transferred in the name of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, vide Mutation Register Extract bearing MR No.32/2006-07.

35. M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde made an application for conversion of Survey No.75/9 from agricultural to non-agricultural residential use and on payment of necessary conversion fines, the District Commissioner, Bengaluru Rural District converted the Survey No.75/9 from agricultural to non-agricultural layout-residential use vide Official Memorandum dated 03.04.2024, bearing No.644499.



36. It is evident from the E-Katha dated 15.11.2024, issued by the office of the Doddahullur Village Panchayat, that the residentially converted Survey No.75/9, coming within the jurisdiction of Doddahullur Village Panchayath has been assessed for tax and assigned with Khata No.467/75/9, PID No.150300401200520866, measuring 2124.60 square meters i.e., measuring 21 Guntas (excluding  $\frac{1}{2}$  Guntas kharab), situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District, which is hereinafter referred to as "Item No.4" and M/s. San Engineering and Locomotive Company Limited is registered as kathedar of Item No.4.

37. The said Item Nos.1 to 4, admeasuring 3 Acres 20 $\frac{1}{2}$  Guntas (excluding 10  $\frac{1}{2}$  Guntas karab) situated at Doddahulluru Village, Kasaba Hobli, Hoskote Taluk, Bengaluru Rural District which herein collectively referred to as 'Schedule Property'.

38. M/s. San Engineering and Locomotive Company Limited represented by its Managing Director Ramanathan Narayanan conveyed the Schedule Property along with another property in favour of Sowparnika Green Meadows Private Limited, represented by its authorized Director Meenakshi Ramji under a Sale Deed dated 20.11.2024, registered as document No.HSK-1-14066/2024-25, Book I, in the office of the Sub-Registrar, Bengaluru Rural (Hoskote).

**Company Documents of SAN Engineering & Locomotives Company Limited:**

39. The Certificate of Incorporation of Suri and Nayar Private Limited, issued by the Registrar of Companies, Maharashtra, discloses that Suri and Nayar Private Limited was incorporated on 13.06.1969.

40. Certificate of Change of Name dated 02.03.1972 issued by the Assistant Registrar of Companies, Bombay, Maharashtra discloses that the said Suri and Nayar Private Limited was re-converted into a limited company and changed its name to "Suri and Nayar Limited".

41. Further, the said Suri and Nayar Limited has changed its name to "San Engineering and Locomotive Company Limited" vide Fresh Certificate of Incorporation Consequent on Change of Name dated 05.11.1983, issued by the Assistant Registrar of Companies, Bangalore, Karnataka.

42. The Memorandum of Association and Articles of Association of San Engineering and Locomotive Company Limited, discloses the main object of the company is to acquire by purchase, lease, exchange or otherwise lands, buildings and hereditaments of any tenure



or description, and any estate or interest therein and any rights over or connected with land and either to retain the same for the purpose of the company's business or to turn the same to account as may seem expedient and other objects as mentioned therein.

43. Board Resolution vide minutes of the meeting of the Board of Directors of the Company i.e., San Engineering and Locomotive Company Limited, dated 23.11.2021 discloses that, the Company shall apply for conversion/change of use in respect of land held by the Company under Survey Nos. 75/4, 75/5, 75/6, and 75/7 of Doddahullur Village and Survey No. 14 Yelachanayakanapura Village, Hoskote Taluk, admeasuring 08 Acres 04 Guntas in total and in this regard Ramanathana Narayan, Managing Director be and is hereby authorized to apply for the said conversion/change of land use and to sign necessary application, declarations, papers, agreements, affidavits, and other documents and to do the deeds, things, and matters as required to obtain permissions and the lands in Doddahullur and Yelachanayakanapura be disposed of and Milind S. Thakker, Chairman and Ramanathan Narayan, Managing Director be and are hereby severally authorized to sign agreements, sale deeds and other documents on behalf of the Company and also to do the deeds, things, and matters that are required to complete the said sale transaction.

**Survey Records, Endorsements and Encumbrance Certificate:**

44. Records of Tenancy and Crops ("RTC") for the period mentioned below with regard to Survey No.75/4, measuring 35 Guntas (Larger Property) discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1969-70 to 1977-78	Tahsildar Grade-II, Hoskote Taluk	Narayanappa
2.	1978-79 to 1988-89	Tahsildar Grade-II, Hoskote Taluk	Narayanappa
			Gowramma, wife of Gopal Rao
3.	1989-90 to 1993-94	Tahsildar Grade-II, Hoskote Taluk	Gowramma, wife of Gopal Rao to an extent of 17 1/2 Guntas
			N.Ramamurthy, son of Narayanappa to an extent of 17 1/2 Guntas
4.	1994-95 to 1996-97	Tahsildar Grade-II, Hoskote Taluk,	Gowramma wife of Gopal Rao, to an extent of 17 1/2 Guntas
			H.S.Nagaraj Rao, son of Subba Rao, to an extent of 17 1/2 Guntas



5.	1997-98 to 2000-01	Tahsildar Grade-II, Hoskote Taluk,	Gowramma, wife of Gopal Rao, to an extent of 17 1/2 Guntas
			Abdul Javeed, son of Mohammed Kasim to an extent of 17 1/2 Guntas

45. RTC for the period mentioned below with regard to Survey No.75/4, measuring 17 1/2 Guntas discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2001-02 to 2006-07		Gowramma, wife of Gopal Rao an extent of 17 1/2 Guntas
			Abdul Javeed, son of Mohammed Kasim an extent of 17 1/2 Guntas
2.	2007-08 to 2023-24		M/s.SAN Engineering & Locomotives Company, Limited, represented by its Company Secretary Kishore Govinde, an extent of 17 1/2 Guntas.
			Abdul Javeed son of Mohammed Kasim an extent of 17 1/2 Guntas.  <u>Note: After the phodi the RTC for the period from 2001-02 to 2023-24 with regard to Survey No.75/4 still showing full extent of 35 Guntas.</u>
3.	2023-24		M/s. SAN Engineering & Locomotives Company Limited., represented by its Company Secretary Kishore Govinde, an extent of 17 1/2 Guntas.

46. We find that the RTC for the period of 2001-02 to 2006-07, discloses the name of Gowramma and Abdul Javeed as the owner with regard to Survey No.75/4, measuring 17 1/2 Guntas each, whereas as per the phodi mentioned supra, Survey No.75/4, was phodied and subdivided on 08.11.2000 into two portions on i.e., (a). Survey No.75/4, measuring 17



½ Guntas in the name of Gowramma and (b). Survey No.75/7, measuring 17 ½ Guntas in the name of Abdul Javeed. On inquiry and requisition on this issue, we find that reference to the name of Abdul Javeed for the aforesaid period is an erroneous entry contrary to the phodi. Further, the said erroneous entry of the name of Abdul Javeed in the RTC with regard to Survey No.75/4, is ordered to rectify the RTC and remove/delete the name of Abdul Javeed from the said RTC vide Order dated 14.06.2024, in case bearing No. R.R.T(H)CR:373/2024.

47. RTC for the year mentioned below with regard to Survey No.75/7, measuring 17½ Guntas, discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1999-2000 to 2006-07	-	Abdul Javeed, son of Mohammed
2.	2007-08 to 2023-24	-	M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde.

48. RTC for the period mentioned below with regard to Survey No.75/5, measuring 06 Acres 15 Guntas (excluding 14 Guntas kharab) (Said Property), discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1969-70 to 1973-74	Tahsildar Grade-II, Hoskote Taluk	Nanjundaiah
2.	1974-75 to 1977-78	Tahsildar Grade-II, Hoskote Taluk	Nanjundaiah
			N.Ramamurthy, son of Narayanappa, to an extent of 1 Acre 23 Guntas
3.	1978-79 to 1983-84	Tahsildar Grade-II, Hoskote Taluk	Nanjundaiah
			N.Ramamurthy, son of Narayanappa, to an extent of 1 Acre 23 Guntas
			Gowramma, wife of Rajgopal Rao, to an extent of 21 Guntas
			Nanjundaiah



4.	1989-90 to 1993-94	Tahsildar Grade-II, Hoskote Taluk	Gowramma, wife of Rajgopal Rao, to an extent of 21 Guntas
			Narayan Rao, son of Subba Rao, to an extent of 1 Acre 21 Guntas
			Lakshmi Narayanappa, son of Shrikantaiah, to an extent of 3 Acres 2½ Guntas
			N.Ramamurthy, son of Narayanappa, to an extent of 1 Acre 23 Guntas
5.	1995-96 to 1996-97	Tahsildar Grade-II, Hoskote Taluk	Nanjundaiah
			H.S. Nagaraj Rao, son of Subba Rao, to an extent of 1 Acre 21 Guntas
			Lakshmi Narayanappa, son of Shrikantaiah, to an extent of 3 Acres 2½ Guntas
			H.S. Nagaraj Rao, son of Subba Rao, to an extent of 1 Acre 02 Guntas

*Note: We have not been provided with the copy of the RTC for the period from 1984-85 to 1988-89 with regard to Survey No.75/5, measuring 6 Acres 15 Guntas.*

49. RTC for the period mentioned below with regard to Survey No.75/6, measuring 02 Acres 05 ½ Guntas (excluding 10 Guntas) discloses as follows:

Sl No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	1998-99	Tahsildar Grade-II, Hoskote Taluk	Abdul Javeed, son of Mohammed
2.	2000-01 to 2006-07	—	Abdul Javeed, son of Mohammed
3.	2007-08 to 2023-24	—	M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde



50. RTC for the year mentioned below with regard to Survey No.75/9, measuring 21 Guntas (excluding  $\frac{1}{2}$  Gunta kharab), discloses as follows:

SI No	RTC for the period from	Issued by the office of the	Name of the person recorded in Column No.9
1.	2006-07	—	Gowramma, wife of Rajgopal Rao
2.	2007-08 to 2023-24	—	M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde

**Note:** We have not been provided with the copy of the RTC for the period from 1999-2000 to 2006-07 with regard to Survey No.75/9.

51. Moola Tipanni, issued by the office of the Superintendent of Land Records, Hoskote, discloses the topographical shape of Survey No.75.

52. Village Map of Doddahulluru Village indicates the exact location of Survey No.75 in the said Village. It also discloses that is an existence of pit (halla) and pathway in Survey No.75.

53. Karnataka Revision Settlement Akarbandh, issued by the office of the Superintendent of Land Records, Hoskote, evidence that the total extent and actual extent of (a). Survey No.75/4 as 17  $\frac{1}{2}$  Guntas there being no Kharab, (b). Survey No.75/6 as 1 Hectare 04 Ares (excluding 10 Guntas of kharab) and (c). Survey No.75/7 as 17  $\frac{1}{2}$  Guntas there being no Kharab.

54. Karnataka Revision Settlement Akarbandh, issued by the office of the Superintendent of Land Records, Hoskote, evidence that the total extent and actual extent of Survey No.75/9 as 21 Guntas there being  $\frac{1}{2}$  Gunta kharab.

55. Endorsement dated 10.01.2023, bearing R.K.CR.579/2023-24, issued by the Tahsildar, Hoskote Taluk, provides that copy of Inheritance Certificate bearing IHC No.45/1977-78 with regard to Survey No.75, cannot be issued as the same is not available in their Records.

56. Endorsement dated 17.05.2024, issued by the Tahsildar Grade-2, Hoskote Taluk, provides that copies of Mutation Register extract bearing MR Nos.2/1975-76 and 2/1980-81, with regard to Survey No.75/5, cannot be issued as the same is not available in their Records.



57. Endorsement dated 18.07.2023, issued by the Tahsildar, Grade-2, Hoskote Taluk, provides that the copy of Records of Rights and Index of Land with regard to Survey Nos.75/4, 75/6, 75/7 and 75/9, cannot be issued as the same is dilapidated.
58. Endorsement dated 28.05.2024, issued by the Tahsildar, Grade-2, Hoskote Taluk, provides that the copy of Records of Rights and Index of Land with regard to Survey No.75/5, cannot be issued as the same is dilapidated.
59. Non-Tenancy Certificate dated 27.06.2024, bearing No. RD1218569013302, issued by the Tahsildar, Devanahalli Taluk, Bengaluru Rural District confirms that there are no tenancy claims that have been initiated in Form 2,7,7A of Karnataka Land Reforms Act, with regard to Schedule Property.
60. Endorsement dated 21.07.2023, bearing No. PTCL(H) (HIM) CR:69/2023, issued by the office of the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura, confirms that no proceedings have been initiated under the provision of Prohibition of Transfer of Certain Land Act against Schedule Property.
61. Endorsement dated 10.07.2024, bearing No. K.R.D.C.L/LAQ/2023-24/863, issued by the Special Land Acquisition officer, KRDCL, Bangalore confirms that no lands in Doddaballapura Village has been included in the Notification issued by the said authority.
62. Endorsement dated 03.07.2024 bearing No.S.L.A.O/LAQ/N.H/207/CR.3484/2024-25, issued by the Special Land Acquisition officer and Competent Authority, NHAI, Kunigal, N.H.207 (Hoskote-Dabaspet Division), Nelamangala, confirms that no lands in Doddaballapura Village, has been notified for acquisition by the said authority.
63. Letter dated 29.06.2024 bearing No. HPA/others-09/2024-25/954, issued by the Assistant Director of Urban and Rural Development, Hoskote Planning Authority, Hoskote, confirms that there are no acquisition proceedings that have been initiated by the said authority against Schedule Property.
64. Tax paid receipt dated 27.07.2023, bearing No.0317397, issued by the Village Accountant, confirms that the taxes for the year 2023-24, have been paid by Kishor Govind with regard to Schedule Property.
65. We had issued a public notice in two daily newspapers "New Indian Express" (English daily issue) and "Kannada Prabha" (Kannada daily issue) both dated 12.09.2024, calling for



objections, if any for the sale of Survey Nos.75/4, 75/6, 75/7 and 75/9 and in response to such notice, we have not received any objections till date.

66. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/4, measuring 17 ½ Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1940 to 31.03.2004	Hoskote	Sale Deed dated 31.10.1994 executed by (1) N. Ramamurthy (2) Nagaraj (3) Narayananamurthy in favour of H.S. Nagaraj, registered as document No.2089/1994-95.
			Sale Deed dated 25.09.1997 executed by H.S. Nagaraj Rao in favour of Abdul Wajid, registered as document No.1256/1997-98.
2.	01.04.2004 to 19.07.2023	Hoskote	Sale Deed dated 11.05.2007 executed by (1). Gowramma, wife late Rajgopal Rao and her sons namely (2). Srinivasa Murthy (3). Krishna Murthy and grandson (4). Gopala Krishna.S, son of Srinivas Murthy in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-640/2007-08.
3.	23.07.2023 to 13.05.2024	Hoskote	"Nil"
4.	14.05.2024 to 22.06.2024	Hoskote	"Nil"
5.	01.06.2024 to 05.09.2024	Hoskote	"Nil"



6.	01.04.2024 to 30.11.2024	Hoskote	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited in favour of Sowparnika Green Meadows Private Limited, registered as document No.HSK-1-14066/2024-25.
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**Note:** Encumbrance Certificate produced for the period from 01.04.1940 to 31.03.2004 with regard to Survey No.75/4, measuring 35 Guntas does not reflect the entry of Sale Deed dated 26.05.1980, executed by Hanumanth Rao and Subba Rao in favour of Gowramma, registered as document No.676/1980-81, measuring 17 1/2 Guntas.

67. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/5, which discloses as follows:

SI. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1940 to 31.03.2004	Hoskote	Sale Deed dated 31.10.1994, executed by (1). N. Ramamurthy, son of Narayanappa and his sons namely (2). Nagaraj.R and (3). Narayana Murthy in favour of H.S.Nagaraj Rao, son of Subba Rao, registered as document No.2089/1994-95
			Sale Deed dated 25.09.1997 executed by H.S. Nagaraj Rao, son of Subba Rao in favour of Abdul Wajid, son of Mohammad Kasim registered as document No.1255/1997-98
			Sale Deed dated 25.09.1997, executed by H.S.Nagaraj Rao, son of Subba Rao in favour of Abdul Javeed, son of Mohammed Kasim, registered as document No.1256/1997-98.



			<i>Note: The said encumbrance reflects various entries mentioned therein and the same were with regard to other portions of Survey No.75/5, which is not relevant to the subject matter of this report. Hence, we have not recorded the said entries herein.</i>
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68. We have been furnished with the following Encumbrance Certificate with respect to Survey No. 75/6, measuring 02 Acres 05 ½ Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1940 to 31.03.2004	Hoskote	"Nil"

69. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/7, measuring 17 ½ Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.1940 to 31.03.2004	Hoskote	"Nil"

70. We have been furnished with the following Encumbrance Certificate with respect to Survey Nos.75/6 and 75/7 which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2004 to 31.08.2024	Hoskote	Sale Deed dated 11.09.2006, executed by Abdul Javeed and Abdul Wajid in favour of San Engineering and Locomotive Company Limited, registered as



			document No.HSK-1-05127/2006-07
2.	01.06.2024 to 05.09.2024	Hoskote	"Nil"
3.	01.06.2024 to 04.09.2024	Hoskote	"Nil"

71. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/6, measuring 02 Acres 05 ½ Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2024 to 30.11.2024	Hoskote	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited in favour of Sowparnika Green Meadows Private Limited, registered as document No.HSK-1-14066/2024-25.

72. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/7, measuring 17 ½ Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2024 to 30.11.2024	Hoskote	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited in favour of Sowparnika Green Meadows Private Limited, registered as document No.HSK-1-14066/2024-25.



73. We have been furnished with the following Encumbrance Certificate with respect to Survey No.75/9, measuring 21 Guntas which discloses as follows:

Sl. No.	Period	Issued by the office of the Sub-Registrar/Senior Sub-Registrar	Transaction
1.	01.04.2004 19.07.2023	to Hoskote	Sale Deed dated 11.05.2007 executed by (1). Gowramma, wife of Rajgoapl Rao and her sons and grandson namely (2). Srinivas Murthy (3). Krishna Murthy and (4). Gopal Krishna, son of Srinivas in favour of M/s. SAN Engineering & Locomotives Company Limited, represented by its Company Secretary Kishore Govinde, registered as document No.HSK-1-00640/2006-07.
2.	20.07.2023 13.05.2024	to Hoskote	"Nil"
3.	14.05.2024 22.06.2024	to Hoskote	"Nil"
4.	01.06.2024 05.09.2024	to Hoskote	"Nil"
5.	01.04.2024 30.11.2024	to Hoskote	Sale Deed dated 20.11.2024, executed by M/s. San Engineering and Locomotive Company Limited in favour of Sowparnika Green Meadows Private Limited, registered as document No.HSK-1-14066/2024-25.



**IV. OPINION**

Upon review and scrutiny of the documents furnished to us, we are of the opinion that M/s. **Sowparnika Green Meadows Private Limited**, is the absolute owner in possession having legal and clear marketable title to the Schedule Property.

**V. OUR UNDERSTANDING UNDERSTANDING**

We understand that Sowparnika Green Medows Private Limited (the client) intends to know the marketable title of the Schedule Property and accordingly has instructed us to conduct legal due diligence on the Schedule Property and provide our report on the same.

**IMPORTANT:**

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

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

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

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

1. The legal due diligence has been restricted and kept limited to and based entirely and exclusively on the documents, records, files and registers as was made available to FM by Client (hereinafter collectively referred to as 'Documents').
2. We have perused the copies of the Documents and records and other papers and information made available to us by Client and have issued this Report on the basis of the available documents, records and information.
3. We have not undertaken any litigation search on the Schedule Property. Therefore, the Report is subject to the specific case details, if any that have been provided by the Client.
4. We assume no responsibility/liability for any adverse claims or charges on the property that could not be inferred from the documents provided to us.



5. The Report is valid as on the date of issue of the endorsement/document by the respective statutory authority.

## **VII. APPLICABLE ASSUMPTIONS AND DISCLAIMERS**

### **ASSUMPTIONS**

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

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

### **DISCLAIMERS**

1. This Report has been prepared exclusively in connection with the transaction and for no other purposes. This Report is for the use of the Client only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent.
2. We disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty or damage etc. resulting from or incurred or suffered by any unauthorized person using our Report in any unauthorized manner or basing any action on it notwithstanding the cautions and limitations stated herein and at the appropriate places in the Report. We must also make it clear that we will not accept any responsibility or liability to the Client for any information obtained under disclaimer of responsibility for which we were not able to obtain independent verification.



3. This Report has been prepared pursuant to a diligence exercise carried out from the year 1968. As instructed, the scope of our assignment does not extend to updating the report for events and circumstances occurring after the date of Report.
4. We have retained the units of measurement as it appears in the different title deeds.
5. The Report gives only a gist of certain issues and matters considered as important from the viewpoint of the present purposes and in the manner as mentioned above. The Report lists down all the issues which came to our notice during the due diligence exercise as aforesaid, which has to be read in conjunction with and subject to the stated limitations, restrictions, conditions, cautions and disclaimers.

**VIII. CONTACT DETAILS**

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

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Senior Partner

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