AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in **(1)** Survey No. 67/287, measuring 5 acres 30 guntas and **(2)** Survey No. 67/287, measuring 7 acres 14 guntas, situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk).

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk).

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this draft due diligence report dealt with the converted land in **(1)** Survey No. 67/287, measuring 5 acres 30 guntas and **(2)** Survey No. 67/287, measuring 7 acres 14 guntas, situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk).

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 67/287, measuring 5 acres 30 guntas and Survey No. 67/287, measuring 7 acres 14 guntas, situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk) was earlier formed part of a larger extent of the Survey No.67. The land bearing Survey No.67, measuring 225 acres 19 guntas, situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk) is a jodi inam village.

2. We have perused a copy of the Record of Rights bearing RR No. 111 which bears out the name of B. Krishnaswamy Iyengar as the owner of the Survey No.67, as he acquired the same by the sale deed.

3. We have perused a copy of the Record of Rights bearing RR No. 250 which bears out the name of M. Kempaiah as the owner of the Survey No.67, as he acquired the same by the Sale Deed dated 19.02.1943, registered as document No.1189.

4. We have perused a copy of the Settlement Deed dated 30.07.1953, registered as document No.3104/1953-54, Volume 1356, Pages 125 to 142, before the office of the Sub-Registrar, Devanahalli which bears out that Kempaiah along with his family members had settled/partitioned their family properties. In the said Settlement Deed, the properties described under Schedule A is retained by Kempaiah; the properties described under Schedule B is allotted to the share of K. Muniswamappa; the properties described under Schedule C is allotted to the share of Muniyappa alias K. Shamanna; the properties described under Schedule D including Survey No. 67 measuring 125 acres is allotted to the share of K. Govindappa; the properties described under Schedule E is allotted to the share of K. Gopalakrishna; the properties described under Schedule F is allotted to the share of K. Sreenivasa Murthy and the properties described under Schedule G is allotted to the share of K. Nagaraja.

5. We have perused a copy of the Inam Order which bears out that, on abolition of inams under the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, K. Govindappa, son of Kempaiah applied to the Special Deputy Commissioner for Inam Abolition, Bangalore to

register him as an occupant of the Survey No.67, measuring 120 acres and other properties under the provision of said Act. The Special Deputy Commissioner after conducting enquiry in case No. 2/1958-59 registered K. Govindappa as permanent tenant under Section 5 of the said Act.

6. We have perused a copy of the Mutation Register bearing MR No.20/1979-71 which bears out that, as per Inam Order in case No. 2/1958-59, the khata with respect to the land in Survey No.67, measuring 120 acres has been transferred and registered to the name of K. Govindappa.

7. We have perused a copy of the Record of Rights bearing RR No. 359 which bears out the name of K. Govindappa, son of Kempaiah as the owner of the Survey No.67, measuring 120 acres as he acquired the same under the Inam Order in case No. 2/1958-59.

8. We have perused a copy of the Sale Deed dated 20.10.1957, registered as document No.1770, Volume 710, Pages 117 to 119 before the office of the Sub-Registrar, Devanahalli which bears out that K. Govindappa sold the land bearing Survey No.67 measuring 120 acres in favour of Munishami Bhovi son of Muna Boyi, Dodda Munishami Bhovi son of Nadappanna, Chikka Munishami Bhovi son of Poojari Bhovi, Appaiah Bhovi son of Papa Boyi, Muneppa Bhovi son of Jagannath Bhovi, Guruva Bhovi son of Guruva Bhovi, Eera Bhovi son of Yarava Bhovi, Muna Bhovi son of Guruva Bhovi, Iskodu Bhovi alias Venkata Bhovi son of Peddavenkata Bhovi.

9. We have perused a copy of the Mutation Register bearing MR No.21/1979-71 which bears out that, as per Sale Deed dated 20.10.1957, the khata with respect to the land in Survey No.67, measuring 120 acres has been transferred and registered to the name of Munishami Bhovi, Dodda Munishami Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi, Guruva Bhovi, Eera Bhovi, Muna Bhovi, Iskodu Bhovi alias Venkata Bhovi.

10. We have perused a copy of the Record of Rights bearing RR No. 360 which bears out the name of Munishami Bhovi, Dodda Munishami Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi, Guruva Bhovi, Eera Bhovi, Muna Bhovi, Iskodu Bhovi alias Venkata Bhovi as the owners of the Survey No.67, measuring 120 acres as they acquired the same under the Sale Deed dated 20.10.1957.

    It is observed from the Sale Deed dated 24.9.1969 that Munishami Bhovi, Dodda Munishami Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi, Guruva Bhovi, Eera Bhovi, Muna Bhovi and Iskodu alias Venkata Bhovi have orally partitioned the land bearing Survey No.67 measuring 120 acres, whereunder the portion of Survey No.67, measuring 13 acres 4 guntas was allotted to the share of Iskodu Bhovi alias Venkata Bhovi

11. We have perused a copy of the Sale Deed dated 24.9.1969, registered as document No.2805, Volume 1042, Pages 229 to 231, before the office of the Sub-Registrar, Devanahalli which bears out that Iskodu Bhovi alias Venkata Bhovi sold the Survey No.67, measuring 13 acres 4 guntas in favour of H. Anjanappa, son of Huchappa. The Encumbrance Certificate for the period 19.04.1950 to 31.07.1986 bears out registration of Sale Deed dated 24.9.1969.

12. We have perused a copy of the Index of Lands and Record of Rights bearing RR No. 368 which bears out the name of H. Anjanappa as the owner of the Survey No.67, measuring 13 acres 4 guntas as he acquired the same under the Sale Deed dated 24.9.1969.

13. We have perused a copy of the Mutation Register bearing MR No.8/1994-95 which bears out that, on 20.02.1980, Gouramma wife of late T. Govindaswamy, Akkannamma wife of late T. Govindaswamy, Sanjeevappa son of late Muniyappa, H. Anjanappa son of Hucchappa, T.K. Ramakrishnappa, son of Krishnappa, T.P. Devaraju son of Patalappa, Sonnegowda son of Hucchappa, Nanjemari, Chikkanna, son of Hucchappa, Pillamuniyappa, son of Muniyappa, K. Ramanjinappa, Gopalagowda, T.K. Subramani, son of Krishnappa, M. Anjinappa, Kariyappa, son of Munishamappa, T.K. Prakash, son of Kempaiah and T.K. Prasad, son of Kempaiah, Narayanaswamy son of Hucchappa, R. Seetharamu son of Ramaiah, R. Appaianna son of Ramaiah and R. Chandrappa son of Ramaiah have partitioned the family properties. As per partition, Survey No.67, measuring 5 acres 30 guntas was allotted to the share of H. Anjanappa, son of Hucchappa; the Survey No.67, measuring 1 acre 2 guntas was allotted to the share of T.K. Prakash, son of Kempaiah and T.K. Prasad, son of Kempaiah; the Survey No.67, measuring 1 acre was allotted to the share of Narayanaswamy, son of Hucchappa and the Survey No.67, measuring 1 acre 2 guntas was allotted to the share of R. Chandrappa son of Ramaiah. Accordingly, katha of the said portion of land in Survey No. 67 was allotted to their respective names vide Mutation Register bearing MR No.8/1994-95

14. We have perused a copy of the Panchayath Partition Deed dated 20.02.1980 which bears out that, H. Anjanappa, son of Hucchappa, Pillamuniyappa, son of Muniyappa, Sonnegowda, son of Hucchappa have partitioned the family properties. In the said partition, the Survey No.67, measuring 5 acres 30 guntas was allotted to the share of H. Anjanappa, son of Hucchappa.

15. We have perused a copy of the Panchayath Partition Deed dated 20.02.1980 which bears out that, Gouramma, wife of late T. Govindaswamy, Akkannamma, wife of late T. Govindaswamy, H. Anjanappa, son of Hucchappa, R. Seetharamu, son of Ramaiah, Pillamuniyappa, son of Muniyappa, Savithramma, wife of Kempaiah, T.K. Prakash, son of Kempaiah and T.K. Prasad, son of Kempaiah have partitioned the family properties. In the said partition, the Survey No.67,

measuring 1 acre 2 guntas (out of 16 acres 4 guntas) was allotted to the share of Savithramma, wife of Kempaiah, T.K. Prakash, son of Kempaiah and T.K. Prasad, son of Kempaiah

16. We have perused a copy of the Panchayath Partition Deed dated 20.02.1980 which bears out that, Narayanaswamy, son of Hucchappa, H. Anjanappa, son of Hucchappa, Sonnegowda, son of Hucchappa, Gouramma, wife of late T. Govindaswamy, Akkannamma, wife of late T. Govindaswamy have partitioned the family properties. In the said partition, the Survey No.67, measuring 1 acre (out of 9 acres 4 guntas) was allotted to the share of Narayanaswamy, son of Hucchappa.

17. We have perused a copy of the Sale Deed dated 28.01.1986, registered as document No.1452, Volume 1325, Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli which bears out that H.Anjanappa sold an the Survey No. 67, measuring 4 acres 10 guntas in favour of K. Ramanjanappa, son of Krishnappa. The Encumbrance Certificate for the period 19.04.1950 to 31.07.1986 bears out registration of Sale Deed dated 28.01.1986.

18. We have perused a copy of the Mutation Register bearing MR No. 2/1985-86 which bears out that, as per Sale Deed dated 28.01.1986, the khata with respect to the land in Survey No. 67, measuring 4 acres 10 guntas has been transferred and registered to the name of K. Ramanjanappa.

19. We have perused a copy of the genealogical tree of H. Narayanaswamy, son of Hucchappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 24.05.2003 which indicates that H. Narayanaswamy is married to Sanjeevamma and they have three daughters namely, Nanjamma, Kamakshamma and Manjula.

20. We have perused a copy of the Sale Deed dated 02.07.2003, registered as No. BNG (U)-YLNK-4710/2003-2004 before the office of the Sub-Registrar, Yelahanka which bears out that H. Narayanaswamy along with his wife and daughters namely, Sanjeevamma, Nanjamma, Kamakshamma and Manjula sold the Survey No. 67, new Survey No.67/287, measuring 1 acre in favour of V.S. Ramanujam, son of V.R. Singarachari (represented by his power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.06.1989 to 31.03.2004 bears out registration of Sale Deed dated 02.07.2003.

21. We have perused a copy of the Mutation Register bearing MR No.3/2003-04 which bears out that, as per Sale Deed dated 02.07.2003 the khata with respect to the land in Survey No. 67, new Survey No.67/287, measuring 1 acre has been transferred and registered to the name of V. S. Ramanujam.

22. We have perused a copy of the genealogical tree of Kempaiah (dead) attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995 which indicates that Kempaiah was married to Savithramma and they have two sons namely, T.K. Prakash and T.K. Prasad.

23. We have perused a copy of the Sale Deed dated 11.07.2003, registered as No. BNG (U)-YLNK-4941/2003-2004 before the office of the Sub-Registrar, Yelahanka which bears out that T.K. Prakash along with his wife and children namely, Bharathi, Amulya and Mukesh (both are minors represented by their father and natural guardian T.K. Prakash) and T.K. Prasad along with his wife and children namely, Chandrakala, Akash and Akshatha Mukesh (both are minors represented by their father and natural guardian T.K. Prasad) sold the Survey No. 67, new Survey No.67/287, measuring 1 acre 2 guntas in favour of V.S. Ramanujam (represented by his power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.06.1989 to 31.03.2004 bears out registration of Sale Deed dated 11.07.2003

    Note: Under the Panchayath Partition Deed dated 20.02.1980 the Survey No. 67, new Survey No.67/287, measuring 1 acre 2 guntas was jointly allotted to Savithramma and her son T.K. Prakash and T.K. Prasad. To state why Savithramma was not made party to the Sale Deed dated 11.07.2003

24. We have perused a copy of the Mutation Register bearing MR No.4/2003-04 which bears out that, as per Sale Deed dated 11.07.2003 the khata with respect to the land in Survey No. 67, new Survey No.67/287, measuring 1 acre 2 guntas has been transferred and registered to the name of V. S. Ramanujam.

25. We have perused a copy of the genealogical tree of R. Chandrappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995 which indicates that R. Chandrappa is married to Suguna and they have two daughters namely, Monika and Vipula.

26. We have perused a copy of the Sale Deed dated 11.07.2003, registered as No. BNG (U)-YLNK-4938/2003-2004 before the office of the Sub-Registrar, Yelahanka which bears out that R. Chandrappa along with his wife and daughters namely, Suguna, Monika and Vipula sold the Survey No. 67, new Survey No.67/287, measuring 1 acre 2 guntas in favour of V. S. Ramanujam (represented by his power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.06.1989 to 31.03.2004 bears out registration of Sale Deed dated 11.07.2003.

27. We have perused a copy of the Mutation Register bearing MR No.5/2003-04 which bears out that, as per Sale Deed dated 11.07.2003 the khata with respect to the land in Survey No. 67, new Survey No.67/287, measuring 1 acre 2 guntas has been transferred and registered to the name of V.S. Ramanujam.

28. We have perused a copy of the genealogical tree of K. Ramanjanappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995 which indicates that K. Ramanjanappa is married to Shakunthalamma and they have two sons namely, Rajesh and Roshan.

29. We have perused a copy of the Sale Deed dated 01.08.2003, registered as No. BNG (U)YLNK-5927/2003-04 before the office of the Sub-Registrar, Yelahanka which bears out that K. Ramanjanappa, son of late Krishnappa along with his wife and sons namely, Shakunthalamma, Rajesh and Roshan (both are minors represented by their father and natural guardian K. Ramanjanappa) sold the Survey No. 67, new Survey No.67/287, measuring 4 acres 10 guntas in favour of V.S. Ramanujam (represented by his power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.06.1989 to 31.03.2004 bears out registration of Sale Deed dated 01.08.2003.

30. We have perused a copy of the Mutation Register bearing MR No.2/2003-04 which bears out that, as per Sale Deed dated 01.08.2003 the khata with respect to the land in Survey No. 67, new Survey No.67/287, measuring 4 acres 10 guntas has been transferred and registered to the name of V.S. Ramanujam.

    Thus, V. S. Ramanujam became the owner of total extent of 7 acres 14 guntas in Survey No.67/287.

31. We have perused a copy of the Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 104/2003-04 issued by the Special Deputy Commissioner, Bangalore District which bears out that the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

32. We have perused a copy of the Mutation Register bearing MR No. 55/2004-05 which bears out the conversion of Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 104/2003-04

33. We have perused a copy of the Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 105/2003-04 issued by the Special Deputy Commissioner, Bangalore District which bears out that the Survey No. 67, new Survey No.67/287, measuring 7 acres 14 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

34. We have perused a copy of the Mutation Register bearing MR No. 59/2004-05 which bears out the conversion of Survey No. 67, new Survey No.67/287, measuring 7 acres 14 guntas from

agricultural use to non-agricultural purposes as per Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 105/2003-04

35. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 46/2002-03, Volume 62 at Pages 211 to 219, before the office of the Sub-Registrar, Devanahalli which bears out that V.S Ramanujam authorised and empowered his brother V.S. Aravindan, son of V. R. Singarachari to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

36. We have perused a copy of the Sale Deed dated 14.07.2004 registered as Document No. YAN-1-08386/2004-05, stored in CD No. YAND71 before the office of the Sub-Registrar, Yelahanka which bears out that V.S. Ramanujam, son of V.R. Singarachari (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 67, new Survey No.67/287, measuring 7 acres 14 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.04.2004 to 24.08.2011 bears out registration of Sale Deed dated 14.07.2004.

37. We have perused a copy of the Sale Deed dated 14.07.2004 registered as Document No. YAN-1-08396/2004-05 stored in CD No. YAND71 before the office of the Sub-Registrar, Yelahanka which bears out that H. Anjanappa, son of Huchappa along with his wife and children namely, Gouramma, Ravi, Anitha, wife of Ravi, Rajath Gowda and Chirag G., (both are minors represented by their father and natural guardian Ravi) sold the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.04.2004 to 24.08.2011 bears out registration of Sale Deed dated 14.07.2004.

38. We have perused a copy of the Confirmation Deed dated 21.08.2012 registered as Document No. YAN-1-03677/2012-13, stored in CD No. YAND423, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Nagaraj @ Naga, son of late Muniyappa @ Muniyanna, 2. Muniswamy, son of late Muniyappa @ Muniyanna, 3. Chinnaswamy, late son of late Muniyappa @ Muniyanna, 4. Radha, wife of Chinnaswamy, 5. Master. Murali, minor represented by his father and natural gaurdian Chinnaswamy, 6. Baby. Kavya, minor represented by her father and natural gaurdian Chinnaswamy, 7. Munikrishna, late Muniyappa @ Muniyanna, 8. Manjula, wife of Munikrishna, 9. Master. Vasu, minor represented by his father and natural gaurdian Munikrishna, 10. Vinaya, late Muniyappa @ Muniyanna, 11. Kalamma, daughter of late Muniswamy, 12. Muniyamma, wife of late Chinnaswamy confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited

with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 21.08.2012.

39. We have perused a copy of the Confirmation Deed dated 30.08.2012 registered as Document No. YAN-1-04075/2012-13, stored in CD No. YAND426, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Venkatamma, wife of late Ananthappa, 2. Munirathna, daughter of late Ananthappa, 3. Muniyanna, son of late Ananthappa, 4. Lakshmi, wife of Muniyanna, 5. Master. Sandeep, minor represented by his father and natural guardian Muniyanna, 6. Ravi, son of late Ananthappa, 7. Padma, wife of Ravi, 8. Baby. Lavanya, minor represented by her father and natural guardian Ravi, 9. Baby. Chithana, minor represented by her father and natural guardian Ravi, 10. Baby. Indra, minor represented by her father and natural guardian Ravi, 11. Yeshoda, daughter of late Ananthappa, 12. Subbaramu, son of late Appaiah Bhovi, 13. Rajesh, son of Subbaramu, 14. Vijayalakshmi, wife of Rajesh, 15. Baby. Manavitha, minor represented by her father and natural guardian Rajesh, 16. Baby. Darshini, minor represented by her father and natural guardian Rajesh, 17. Babu, son of Subbaramu, 18. Tulasi, wife of Babu, 19. Suresh, son of Subbaramu, 20. Nagaraj, son of Appaiah Bhovi, 21. Muniyamma, wife of Nagaraj, 22. Kumar, son of Nagaraj, 23. Munirathna, wife of Kumar, 24. Lakshmi, daughter of Nagaraj, 25. Srinivasa, son of Nagaraj confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 30.08.2012.

40. We have perused a copy of the genealogical tree of Appaiah Bhovi attested by the village accountant dated 08.08.2011 which indicates that Appaiah Bhovi was married to Venkatamma and they are survived by four sons and three daughters namely, Ananthappa (dead), Venkataswamy (dead), Subbaramu, Nagaraj, Muniyakka, Peddakka and Venkatamma.

    a. Ananthappa was married to Venkatamma and they have five children namely, Munirathna, Shyamala, Muniyanna, Ravi and Yeshoda. Muniyanna is married to Lakshmi and they have a son by name Sandeep.

    b. Ravi is married to Padma and they have three children namely, Lavanya, Chithana and Indra.

    c. Venkataswamy was married to Muniyakka and they have a daughter by name Shivamma.

d. Subbaramu is married to Jayamma (dead) and they have three children Rajesh, Babu and Suresh. Rajesh, is married to Vijayalakshmi and they have two children namely Manavitha and Darshini. Babu is married to Tulasi.

e. Nagaraj is married to Muniyamma and they have three children namely, Kumar, Lakshmi and Srinivasa. Kumar is married to Munirathna.

Note: Muniyakka, Peddakka and Venkatamma, all daughters of Appaiah Bhovi, Venkatamma, wife of late Ananthappa, Shyamala, daughter of late Ananthappa, Muniyakka, wife of late Venkataswamy, Shivamma, daughter of late Venkataswamy are not a party to the Confirmation Deed dated 30.08.2012 registered as Document No. YAN-1-04075. To produce the Confirmation Deed executed by them. Further, we are given to understand that confirmation deed cannot be obtained.

41. We have perused a copy of the Confirmation Deed dated 06.09.2012 registered as Document No. YAN-1-04300/2012-13, stored in CD No. YAND428, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Munna, son of late Muniyappa, 2. Jayamma, wife of Munna, 3. Murali, son of Munna, 4. Mohana, son of Munna, 5. Tulasi, daughter of Munna, 6. Venkatesh, son of late Muniyappa, 7. Saroja, wife of Venkatesh, 8. Master. Aravind, minor represented by his father and natural gaurdian Venkatesh, 9. Master. Arjun, minor represented by his father and natural gaurdian Venkatesh, 10. Manjula, daughter of late Muniyappa, 11. Manjula, daughter of late Muniyappa, 12. Gorlappa, son of late Chikkamuniswamy Bhovi, 13. Muniyamma, wife of Gorlappa, 14. Narayana, son of Gorlappa, 15. Shantamma, wife of Narayana, 16. Master. Ramu @ Raghu, son of Narayana, 17. Master. Ganesh, son of Narayana, 18. Master. Lokesh @ Loki, son of Narayana, 19. Venkataswamy, son of Gorlappa, 20. Parvathi, wife of Venkataswamy, 21. Master. Raju, minor represented by his father and natural gaurdian Venkataswamy, 22. Baby. Swetha, minor represented by her father and natural gaurdian Venkataswamy, 23. Kalamma, daughter of Gorlappa, 24. Venkatamma, wife of late Venkataswamy, 25. Munirathna, daughter of late Venkataswamy, 26. Kalamma, wife of Venkatesh, 27. Radha, daughter of late Venkataswamy, 28. Chikkamuniyamma, daughter of late Chikkamuniswamy, 29. Muniyappa, son of late Muniswamy confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 06.09.2012.

Note: To state the relationship of the persons who have executed the Confirmation Deed dated 06.09.2012 registered as Document No. YAN-1-04300, with the original grantee and to furnish the updated family tree for the said family. We are given to understand that the same is not available.

42. We have perused a copy of the Confirmation Deed dated 07.09.2012 registered as Document No. YAN-1-04355/2012-13, stored in CD No. YAND428, before the office of the Sub-Registrar, Yelahanka which bears out that1. Venkatamma, wife of late Venkatesh @ Venkataswamy, 2. Yellamma, wife of late Ramakrishna, 3. Master. Praveen Kumar, minor represented by his mother and natural guardian Yellamma, 4. Srinivasa, late Venkatesh @ Venkataswamy, 5. Yellamma, wife of Srinivasa, 6. Akkayamma, daughter of late Venkatesh @ Venkataswamy, 7. Yellappa, son of Abbaiah @ Doddabbaiah, 8. Muniyamma, wife of Yellappa, 9. Gurappa, son of late Yellappa, 10. Gouramma, wife of Gurappa, 11. Master. Kumar, minor represented by his father and natural guardian Gurappa, 12. Master. Ravi, minor represented by his father and natural guardian Gurappa. 13. Yellamma, daughter of Yellappa, 14. Muniyamma, daughter of Yellappa, 15. Gurumurthy, son of Abbaiah @ Doddabbaiah, 16. Krishnamma, daughter of Gurumurthy, 17. Baby. Kamala, minor represented by her father and natural guardian Gurumurthy, 18. Radhamma, second wife of Gurumurthy, 19. Baby. Bhavya, minor represented by her father and natural guardian Gurumurthy, 20. Lakshmamma, wife of late Chikka Abbaiah, 21. Jayamma, daughter of late Chikka Abbaiah 22. Venkatamma @ Anitha, daughter of late Chikka Abbaiah, 23. Shanthamma, daughter of late Chikka Abbaiah, 24. Yellamma, daughter of late Kalaguruva Bhovi, 25. Manjamma, wife of late Seshappa confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 07.09.2012.

43. We have perused a copy of the genealogical tree of Dodda Abbaiah attested by the village accountant dated 08.08.2011 which indicates that Dodda Abbaiah was married to Akkayamma (dead) and they had six children namely, Venkatamma (dead and unmarried), Venkataswamy (dead), Yellappa, Sheshappa, Gurumurthy and Krishnappa (dead and unmarried).

    a. Venkataswamy was married to Venkatamma and they have three children namely, Ramakrishna (dead), Srinivasa and Akkayamma.
    b. Yellappa is married to Muniyamma and they have four children namely Gurappa, Yellamma Muniyamma and Munirathna

    c. Sheshappa is married to Manjamma and they have a daughter by name Radha.

    d. Gurumurthy had two wives namely Varalakshmi and Radhamma. Gurumurthy through his first wife had three children namely, Krishnamma, Yogesh and Kamala. Gurumurthy through his second wife had a daughter by name Bhavya.

Note:

a) *Munirathna, daughter of Yellappa, Radha, daughter of late Sheshappa, Yogesh, son of Gurumurthy were not a party to the Confirmation Deed dated 07.09.2012 registered as Document No. YAN-1-04355. To produce the Confirmation Deed executed by them. We are given to understand that the same is not possible.*
b) *Details of wife and children of Ramakrishna and Srinivasa, both sons of Venkataswamy, Gurappa, son of Yellappa are not mentioned in the genealogical tree of Dodda Abbaiah. To produce the updated genealogical tree of Dodda Abbaiah.*

44. We have perused a copy of the Confirmation Deed dated 17.09.2012 registered as Document No. YAN-1-04677/2012-13, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Venkataswamy, son of late Venkatappa, 2. Laxamma, wife of Venkataswamy, 3. Lokesh, son of Venkataswamy, 4. Srinivasa, son of Venkataswamy, 5. Kumari. Munirathna, daughter of Venkataswamy, 6. Kumari. Bhagya, daughter of Venkataswamy, 7. Peddakka, daughter of late Venkatappa, 8. Venkatamma, daughter of late Venkatappa, 9. Krishnappa, son of late Venkatappa, 10. Manjula, wife of Krishnappa, 11. Master. Kumara, minor represented by his father and natural guardian Krishnappa, 12. Baby. Soni, minor represented by her father and natural guardian Krishnappa, 13. Muniyappa, son of late Venkateshappa, 14. Gangamma, wife of Muniyappa, 15. Baby. Muniyamma @ Baby, minor represented by her father and natural guardian Muniyappa, 16. Muniyamma, daughter of late Iskodubhovi, 17. Munivenkatamma, daughter of late Iskodubhovi confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 17.09.2012.

45. We have perused a copy of the Confirmation Deed dated 08.11.2012 registered as Document No. YAN-1-06235/2012-13, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Venkatamma, wife of late Muniyappa, 2. Venkataswamy, son of late Muniyappa, 3. Chengamma, wife of Venkataswamy, 4. Girisha, son of Venkataswamy, 5. Munesha, son of Venkataswamy, 6. Lakshmaiah, son of late Muniyappa, 7. Yellamma, wife of Lakshmaiah, 8. Manjunatha, son of Lakshmaiah, 9. Master. Nagesh, minor represented by his father and natural guardian Lakshmaiah, 10. Kamalamma, daughter of late Muniyappa, 11. Chikkamuniyappa, son of late Muniyappa, 12. Jayamma, wife of Chikkamuniyappa, 13. Kumari. Girija, daughter of Chikkamuniyappa, 14. Master. Mohan Kumar, minor represented by his father and natural gaurdian Chikkamuniyappa, 15. Lingappa, son of late Muniyappa, 16. Baby. Sushma, minor represented by her father and natural guardian Lingappa, 17. Master. Vinod, minor represented by her father and natural guardian Lingappa, 18. Sharada, daughter of late Muniyappa, 19. Munilakshmamma, daughter of late Muniyappa, 20. Hemavathi, daughter of late Muniyappa, 21. Venkatesh, son of Venkataramaiah, 22. Saraswathi, wife of Venkataramaiah, 23. Master.

Santosh, son of Venkatesh, 24. Master. Harish, minor represented by his father and natural guardian Venkatesh, 25. Peddakka, daughter of late Venkataramaiah, 26. Chandra, son of late Venkataramaiah, 27. Master. Puneet Kumar, minor represented by his father and natural guardian Chandra, 28. Lingappa, son of late Venkataramaiah, 29. Chandramma, wife of Lingappa, 30. Master. Prajwal, minor represented by his father and natural guardian Lingappa, 31. Munirathnamma, daughter of late Venkataramaiah, 32. Raja, son of Venkataramaiah, 33. Anu, wife of Raja, 34. Venkatamma @ Yellamma, wife of late Uchhappa, 35. Ramachandra, son of late Uchhappa, 36. Roopa, wife of Ramachandrappa, 37. Baby. Harshita, minor represented by her father and natural gaurdian Ramachandrappa, 38. Venkataswamy, son of late Uchhappa, 39. Nagarathna, wife of Venkataswamy, 40. Sushila, daughter of late Uchhappa confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Confirmation Deed dated 08.11.2012.

46. We have perused a copy of the genealogical tree of Iskodubhovi attested by the village accountant dated 24.05.2001 which indicates that Iskodubhovi (dead) was married o Muniyamma and they have five children namely, Venkatappa (dead), Muniyamma, Muniyappa (dead), Venkatamma and Venkataramanaiah.
    a. Venkatappa (dead) was married to Yallamma (dead) and they have seven children namely, Venkataswamy, Bhadrappa, Krishnappa, Peddakka, Venkatamma, Muniyappa and Muniyamma (she is dead and married to Channappa).
    b. Muniyappa (dead) was married to Venkatamma and they have six children namely, Venkataswamy, Lakshmaiah, Chikkamuniyappa, Lingappa, Munilakshmamma and Hemavathi.
    c. Venkataramanaiah was married to Jayamma (dead) and they have six children namely, Dhanalaxmi (she is dead and married to Nagaraju), Venkatesh, Chandra, Peddakka, Lingappa and Raja.

    Note:

    a) *Bhadrappa, son of late Venkatappa and legal heirs of late Muniyamma (daughter of late Venkatappa) was not party to Confirmation Deed dated 17.09.2012 registered as Document No. YAN-1-04677/2012-13. To produce the Confirmation Deed from them.*
    b) *Venkataramanaiah, son of Iskodubhovi legal heirs of late Dhanalaxmi, daughter of Venkataramanaiah, and Peddakka, daughter of Venkataramanaiah was not party to Confirmation Deed dated 08.11.2012 registered as Document No. YAN-1-06235/2012-13. To produce the Confirmation Deed from them. We are given to understand that the confirmation deed is not possible.*

47. We have perused a copy of the Confirmation Deed dated 23.07.2014 registered as Document No. YAN-1-01629/2014-15, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Venkatararamaiah, son of late Guruva Bhovi, 2. Venkatamma, wife of Venkataramaiah, 3. Ramakka, daughter of Venkataramaiah, 4. Chandramma, daughter of Venkataramaiah, 5. Rajamma, daughter of Venkataramaiah, 6. Manjunatha, son of Venkataramaiah, 7. Gouramma, wife of Manjunatha, 8. Master. Krishna, minor represented by his father and guardian Manjunatha, 9. Abhi, minor represented by his father and guardian Manjunatha, 10. Master. Kiran, minor represented by his father and gaurdian Manjunatha,11. Subbamma, daughter of Venkataramaiah, 12. Rani, daughter of Venkataramaiah, 13. Ravi Kumar, son of Venkataramaiah, 14. Eramma, daughter of late Guruva Bhovi, 15. Erappa, son of late Guruva bhovi, 16. Yellamma, wife of Eerappa, 17. Venkatesha, son of Eerappa, 18. Krishnamma, wife of Venkatesha, 19. Baby. Sharadha, minor represented by her father and guardian Venkatesha, 20. Master. Prakash, minor represented by his father and guardian Venkatesha, 21. Krishna, son of Eerappa, 22. Lakshmi, wife of Krishna, 23. Bhavani, minor represented by her father and guardian Krishna, 24. Baby. Shoba, minor represented by his father and guardian Krishna, 25. Venkataswamy, son of Eerappa, 26. Lakshmi, wife of Venkataswamy, 27. Master. Raj, minor represented by his father and guardian Venkataswamy, 28. Nagamma, daughter of Eerappa, 29. Nanjunda, son of Eerappa, 30. Venkatappa, son of Eerappa, 31. Laxmamma, daughter of Eerappa 32. Chinnappa, son of late Guruva Bhovi, 33. Yellamma, wife of Chinnappa, 34. Venkatamma, daughter of Chinnappa, 35. Shanthamma @ Shanthi, daughter of Chinnappa, 36. Shankara @ Somashekar, son of Chinnappa, 37. Manjula @ Manju, daughter of Chinnappa, 38. Roopa @ Nagamma, daughter of Chinnappa, 39. Lakshmamma, daughter of late Guruva Bhovi, 40. Venkataswamy, son of late Guruvabhovi, 41. Peddakka, wife of Venkataswamy, 42. Venkatanna, son of Venkataswamy, 43. Soumya, wife of Venkatanna, 44. Venkatamma, daughter of Venkataswamy, 45. Master. Rohit, minor represented by his father and guardian Venkataswamy confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 23.07.2014.

48. We have perused a copy of the genealogical tree of Guruva Bhovi attested by the village accountant which indicates that Guruva Bhovi (dead) was married to Yallamma (dead) and they had four children namely, Venkatararamaiah, Erappa, Chinnappa and Venkataswamy. Venkatararamaiah is married to Venkatamma and they have three children namely, Manju, ___ and Rani. Erappa is married to Yallamma and they have six children namely, Venkatesha, Krishnappa, Venkataswamy, Nanjunda Nagamma, Venkatappa is married to Yellamma and they have two children namely, Shankar alias Shashikumar and Roopa. Venkataswamy is married to Peddakka and they have two children namely Venkatappa and Venkatamma.

49. We have perused a copy of the Confirmation Deed dated 23.07.2014 registered as Document No. YAN-1-01619/2014-15, before the office of the Sub-Registrar, Yelahanka which bears out 1. Govindappa, son of late Eerappa @ Eera Bhovi, 2. Narayana, son of Govindappa, 3. Rathna @ Rathnamma, wife of Narayana, 4. Baby. Hamsa, minor represented by her father and guardian Narayana, 5. Master. Madhu, minor represented by his father and gaurdian Narayana, 6. Vasantha, daughter of Govindappa, 7. Venkatamma, wife late Venkataswamy, 8. Neelamma, daughter of Venkataswamy, 9. Chikkavenkatamma @ Venkatamma, daughter of late Venkataswamy, 10. Munirathna, daughter of late Venkataswamy, 11. Eerappa, son of late Venkataswamy, 12. Nagu @ Nagamani, daughter of late Venkataswamy, 13. Manjula, daughter of late Venkataswamy, 14. Venkatesha, son of late Venkataswamy, 15. Vinutha, wife of Venkatesh, 16. Baby. Sanjana, minor represented by her father and guardian Venkatesha, 17. Baby. Supriya, minor represented by her father and guardian Venkatesha, 18. Ramakka, wife of Chinnaswamy, 19. Venkataswamy, son of Chinnaswamy, 20. Kalamma, wife of Venkataswamy, 21. Baby. Sallapuri, minor represented by her father and guardian Venkataswamy, 22. Baby. Sumithira, minor represented by her father and guardian Venkataswamy, 23. Baby. Soumya, minor represented by her father and guardian Venkataswamy, 24. Eeramma, daughter of Chinnaswamy, 25. Thimmakka, daughter of Chinnaswamy, 26. Venkatamma, daughter of Chinnaswamy. that confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 23.07.2014.

50. We have perused a copy of the genealogical tree of Eera Bhovi attested by the village accountant which indicates that Eera Bhovi (dead) is married to Venkatamma (dead) and they have three children namely, Govindappa, Venkataswamy (dead) and Chinnaswamy.
    a. Govindappa is married to Chinnakka (dead) and they have two children namely, Narayana and Vasantha. Narayana is married to Rathna and they have two children namely, Hamsa and Madhu.
    b. Venkataswamy was married to Venkatamma and they have seven children namely, Neelamma, Chikkavenkatamma, Munirathna Eerappa, Nagu and Venkatesha and Manjula. Venkatesha is married to Vinutha and they have two children namely, Sanjana and Supriya.

    c. Chinnaswamy is married to Ramakka and they have four children namely, Venkataswamy, Eeramma, Thimmakka and Venkatamma. Venkataswamy is married to Kalamma and they have three children namely, Sallapuri, Sumithira and Soumya.

Note: Chinnaswamy, son of Eera Bhovi is not a party to the Confirmation Deed dated 23.07.2014 registered as Document No. YAN-1-01619/2014-15. To produce the Confirmation Deed from Chinnaswamy, son of Eera Bhovi. We are given to understand that the confirmation deed cannot be obtained.

51. We have perused a copy of the Confirmation Deed dated 02.09.2014 registered as Document No. YAN-1-02193/2014-15, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Jayamma, wife of late Muniswamappa, 2. Nanjamma, daughter of late Muniswamappa and wife of Mariyappa, 3. Munirathnamma, daughter of late Muniswamappa and wife of Venkataswamy, 4. Sakamma, daughter of late Muniswamappa and wife of G. Ramayya, 5. Shanthamma, daughter of late Muniswamappa and wife of Raju. 6. Lakshmi, daughter of late Muniswamappa and wife of S.M. Arjun, 7. Geetha, daughter of late Muniswamappa and wife of Kantharaj, 8. Roopa, daughter of late Muniswamappa and wife of Vajramuni confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 02.09.2014.

52. We have perused a copy of the Confirmation Deed dated 17.09.2014 registered as Document No. YAN-1-02512/2014-15, stored in CD No. YAND206, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Muniyakka, daughter of late Venkataswamy, 2. Muneshwari, daughter of late Venkataswamy, 3. Manjula, daughter of late Venkataswamy confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 17.09.2014.

53. We have perused a copy of the Confirmation Deed dated 17.09.2014 registered as Document No. YAN-1-02420/2014-15, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Venkatalakshamamma, wife of late Muniyappa and daughter in-law of late Muniswamy Bhovi, 2. Manjula, daughter of late Muniyappa and grand daughter of late Muniswamy Bhovi, 3. Geetha, daughter of late Muniyappa grand daughter of late Muniswamy Bhovi, 4. Ramesh, son of late Muniyappa and grandson of late Muniswamy Bhovi, 5. Muniraj, son of late Muniyappa, grandson of late Muniswamy Bhovi confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 17.09.2014.

54. We have perused a copy of the Confirmation Deed dated 18.01.2016 registered as Document No. YAN-1-04552/2015-16, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Munivenkatappa M. son of late Muniswamy Bhovi, 2. Muniyakkamma @ Muniyamma, wife of Munivenkatappa, 3. M. Nagaraj, son of Munivenkatappa, 4. M. Vijaya Lakshmi, daughter of Munivenkatappa, 5. M. Rekha, daughter of Munivenkatappa, 6. Baby. Deeksha, minor represented by her father and natural gaurdian Nagaraj, 7. Master. Kishan, minor represented by his father and natural gaurdian Nagaraj confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas.

55. We have perused a copy of the Confirmation Deed dated 18.01.2016 registered as Document No. YAN-1-04555/2015-16, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Muniyamma, wife of late Muniswamy Bhovi, 2. Venkatamma, wife of late Ramu, 3. R. Guruprasad, son of late Ramu, 4. R. Shwetha, daughter of late Ramu, 5. Nanjappa M, son of late Muniswamy Bhovi, 6. Bhagya, wife of Nanjappa M., 7. Master. Darshan, minor represented by his father and natural guardian Nanjappa M., 8. Master. Vinay, minor represented by his father and natural guardian Nanjappa M., 9. M. Hanumantha, son of late Muniswamy Bhovi, 10. Jayalakshmi, wife of M. Hanumantha, 11. Govinda M. son of late Muniswamy Bhovi, 12. Pallavi, wife of Govinda M confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas.

56. We have perused a copy of the genealogical tree of Muniswamy Bhovi attested by the Village Accountant dated 19.10.2011 which indicates that Muniswamy Bhovi (dead) had two wives namely, Chikkavenkatamma (dead) and Muniyamma.

    a. Muniswamy Bhovi through his first wife (Chikkavenkatamma) had four children namely, Muniswamappa (dead), Venkataswamy (dead), Muniyappa (dead) and Munivenkatappa.
    b. Muniswamappa was married to Jayamma and they have seven children namely, Nanjamma, Munirathnamma, Sakamma, Shanthamma, Lakshmi, Geetha, and Roopa
    c. Venkataswamy was married to Gangamma (dead) and they are survived by three children namely, Muniyakka, Muneshwari and Manjula
    d. Muniyappa had two wives namely, Subbamma and Venkatalaxmamma. Muniyappa through his first wife had two children namely, Nagamma and Nagaraju. Muniyappa through his first second wife had four children namely, Manjula, Geetha, Ramesh and Nagaraju.
    e. Munivenkatappa is married to Muniyamma, and they have a son by name M. Nagaraj.

f. Muniswamy Bhovi through his second wife (Muniyamma) had four children namely, Ramu (dead), Nanja, Hanumantha and Govinda. Ramu is married to Venkatamma and they have two children namely, R. Guruprasad and R. Shwetha.

Note: Subbamma, first wife of late Muniyappa and her children namely, Nagamma and Nagaraju were not party to the Confirmation Deed dated 17.09.2014 registered as Document No. YAN-1-02420/2014-15. To produce the Confirmation Deed from them We are given to understand that the confirmation deed cannot be obtained.

57. We have perused a copy of the Confirmation Deed dated 12.01.2015 registered as Document No. YAN-1-04035/2014-15, before the office of the Sub-Registrar, Yelahanka which bears out that 1. Doddamuniyamma @ Muniyamma, wife of Nagappa and daughter of late Chikka Muniswamy Bhovi, 2. Munikrishnappa, son of Nagappa, 3. Lakshmamma, daughter of Nagappa, 4. Venkatalakshamamma, daughter of Nagappa, 5. Srinivas, son of Nagappa, 6. Govindaraju, son of Nagappa confirmed and affirmed the execution of the sale deed in favour of Nam Estates Private Limited with respect to the Survey No. 67, new Survey No.67/287, measuring 5 acres 30 guntas and 7 acres 14 guntas. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 bears out registration of Confirmation Deed dated 12.01.2015

58. We have perused a copy of the genealogical tree of Nagappa sworn before the notary public dated 07.01.2015 which indicates that Nagappa is married to Doddamuniyamma @ Muniyamma, and they have six children namely, Munikrishnappa, Lakshmamma, Venkatalakshamamma, Sunitha, Srinivas and Govindaraju

Note: Sunitha, daughter of Nagappa was not party to the Confirmation Deed dated 12.01.2015 registered as Document No. YAN-1-04035. To produce the Confirmation Deed from Sunitha, daughter of Nagappa. We are given to understand that the confirmation deed cannot be obtained.

59. We have perused a copy of the Order Sheet in O.S. No. 1650/2005 (new No. 871/2006) on the Court of the Principal Civil Judge (Sr Dvn) at Bangalore filed by M/s Nam Estates Private Limited against Subbaramu and others seeking an order for specific performance of contract.

60. We have perused a copy of the Order Sheet in O.S. No. 647/2014 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Muniyamma and others against Venkatamma and others seeking an order for partition and separate possession.

61. We have perused a copy of the Order Sheet in O.S. No. 621/2014 on the Court of the Civil Judge and JMFC at Devanahalli filed by Muniyappa against Venkatamma and others seeking an order for partition and separate possession.

62. We have perused a copy of the Order Sheet in O.S. No. 681/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Peddakka and others against Venkatamma and others seeking an order for partition and separate possession and to declare the confirmation deed dated 30.08.2012, registered as document No. 4075/2012-13 is not binding on them.

63. We have perused a copy of the Order Sheet in O.S. No. 760/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Lakshmamma and others against Mukundarajan and others seeking an order for permanent injunction.

64. We have perused a copy of the Order Sheet in O.S. No. 273/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Salamma against Nagaraja and others seeking an order for partition and separate possession.

65. We have perused a copy of the Order Sheet in O.S. No. 494/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Deekshitha against Muna and others seeking an order for partition and separate possession.

66. We have perused a copy of the Order Sheet in O.S. No. 571/2016 on the Court of the Senior Civil Judge and JMFC at Devanahalli filed by Peddakka against V.S. Aravindan seeking an order for declaration declaring that she is the absolute owner of the suit schedule property.

67. We have perused a copy of the Memorandum of Entry dated 21.03.2011, which bears out that Nam Estates Private Limited had mortgaged the Survey No. 67/287 and other properties in favour of Housing Development Finance Corporation Limited.

68. We have perused a copy of the No dues letter dated 28.02.2012 issued by Housing Development Finance Corporation Limited which bears out that the mortgage created by Nam Estates Private Limited with respect to the Survey No. 67/287 has been released.

69. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 67/287 and other properties mentioned therein.

70. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues ad that bi amount is now due with regard to Memorandum of Entry dated 30.12.2015.

71. We have perused copies of the RTCs in relation to Survey No. 67 measuring 13 acres 4 guntas without kharab land, for the period from 1980-81 to 1983-84 which bears out the name of H. Anjanappa (as per sale) as the owner and cultivator.

72. We have perused copies of the RTCs in relation to Survey No. 67 measuring 13 acres 4 guntas without kharab land, for the period from 1985-86 to 1992-93 which bears out the name of H. Anjanappa (as per sale) and K. Ramanjanappa (for 4 acres 10 guntas as per MR No. 1/1986-87) as the owner and cultivator.

73. We have perused copies of the RTCs in relation to Survey No. 67 measuring 13 acres 4 guntas without kharab, for the period from 1993-94 to 2001-02 which bears out the name of H. Anjanappa (as per sale) and K. Ramanjanappa (for 4 acres 10 guntas as per MR No. 1/1986-87), T.K. Prakash and T.K. Prasad (for 1 acre 2 guntas as per MR No.8/1994-95), Narayanaswamy (for 1 acre as per MR No.8/1994-95) and R. Chandrappa (for 1 acre 2 guntas as per MR No.8/1994-95) as the owner and cultivator.

74. We have perused copies of the RTCs in relation to Survey No. 67/287 measuring 13 acres 4 guntas without kharab, for the period from 2002-03 which bears out the name of H. Anjanappa (as per sale) and K. Ramanjanappa (for 4 acres 10 guntas as per MR No. 1/1986-87), T.K. Prakash and T.K. Prasad (for 1 acre 2 guntas as per MR No.8/1994-95), Narayanaswamy (for 1 acre as per MR No.8/1994-95) and R. Chandrappa (for 1 acre 2 guntas as per MR No.8/1994-95) as the owner and cultivator.

75. We have perused copies of the RTCs in relation to Survey No. 67/287 measuring 13 acres 4 guntas without kharab, for the period from 2003-04 to 2015-16 and 2020-21 which bears out the name of H. Anjanappa (for 5 acres 30 guntas) and V.S. Ramanujam (for 4 acres 10 guntas, 1 acre, 1 acre 2 guntas and 1 acre 2 guntas) as the owner and cultivator.

Note: We have not been provided with the copy of the

a) *Mortgage Deed executed by Ramanjanappa in favour of SCFSCS and Discharge Deed.*
b) *Mortgage Deed executed by Ramanjanappa in favour of PLDB, Devanahlli and Discharge Deed.*
c) *We also note that these are agricultural loans. We are given to understand that the same cannot be obtained.*

Survey documents with respect to Survey No.67/287:

1. We have perused a copy of the village map of Navarathna Agrahara village and the composite Survey No. 67 formed part of the said village.

   Note: We have not been provided with the copy of the Karnataka revision settlement akarband extract. We are given to understand that since the land is not phoided, the akaraband is not available.

Endorsements with respect to Survey No. 67/287:

1. We have perused a copy of the Nil Tenancy Endorsement dated 16.11.2016 in No. RD00392274033146 issued by the Tahsildar, Bangalore North Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 67/287, measuring in total 7 acres 14 guntas.

2. We have perused a copy of the Nil Tenancy Endorsement dated 26.11.2016 in No. RD00392274033280 issued by the Tahsildar, Bangalore North Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 67/287, measuring 5 acres 30 guntas.

3. We have perused a copy of the Endorsement dated 28.11.2016 in No. LRF (B.N.A).CR:596/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore which bears out that there is proceeding initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 67/287 measuring in total 7 acres 14 guntas.

4. We have perused a copy of the Endorsement dated 28.11.2016 in No. LRF (B.N.A).CR:596/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore which bears out that there is a proceedings initiated in case No. LRF (83) BNA 99/2004-05 under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 67/287 measuring 5 acres 30 guntas

5. We have perused a copy of the Endorsement dated 26.11.2016 in No. PTCL. (B.N.A).CR:615/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore which bears out that there in no proceeding initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 67/287 measuring in total 7 acres 14 guntas.

6. We have perused a copy of the Endorsement dated 08.12.2016 in No. PTCL. (B.N.A).CR:648/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore which bears out that there no proceeding initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 67/287 measuring 5 acres 30 guntas.

7. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1761/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Navarathna Agrahara village.

8. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/16/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 67/287 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 67/287.

Encumbrance certificates with respect to Survey No. 67/287:

1. The Encumbrance Certificate for the period 01.04.1930 to 18.04.1950 which bears out nil encumbrances with respect to the land in Survey No. 67.

2. The Encumbrance Certificate for the period 19.04.1950 to 31.07.1986 which bears out registration of Sale Deed dated 24.9.1969, registered as document No.2805 and Sale Deed dated 28.01.1986, registered as document No.1452 with respect to the land in Survey No. 67.

3. The Encumbrance Certificate for the period 01.08.1986 to 31.05.1989 which bears out nil encumbrances with respect to the land in Survey No. 67.

4. The Encumbrance Certificate for the period 01.06.1989 to 31.03.2004 which bears out registration of Sale Deed dated 02.07.2003, registered as No. 4710; Sale Deed dated 11.07.2003, registered as No. 4938; Sale Deed dated 11.07.2003, registered as No. 4941; Discharge Deed dated 26.07.2003, registered as No. 5555; Sale Deed dated 01.08.2003, registered as No. 5927 with respect to the land in Survey No. 67/287

5. The Encumbrance Certificate for the period 01.04.2004 to 24.08.2011 which bears out registration of Discharge Deed dated 27.04.2010, registered as Document No. 327, Sale Deed dated 14.07.2004 registered as Document No. 8386 and Sale Deed dated 14.07.2004 registered as Document No. 8396 with respect to the land in Survey No. 67/287

6. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 67/287

7. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 67/287

8. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out registration of Confirmation Deed dated 08.11.2012 registered as Document No. 6235; Confirmation Deed dated 17.09.2012 registered as Document No. 4677; Confirmation Deed dated 07.09.2012 registered as Document No. 4355; Confirmation Deed dated 06.09.2012 registered as Document No. 4300; Confirmation Deed dated 30.08.2012 registered as Document No. 4075; Confirmation Deed dated 21.08.2012 registered as Document No. 3677 with respect to the land in Survey No. 67/287

9. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 67/287

10. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out registration of Confirmation Deed dated 12.01.2015 registered as Document No. 4035; Confirmation Deed dated 17.09.2014 registered as Document No. 2420; Confirmation Deed dated 17.09.2014 registered as Document No. 2512; Confirmation Deed dated 02.09.2014 registered as Document No. 2193; Confirmation Deed dated 23.07.2014 registered as Document No. 1629 and Confirmation Deed dated 23.07.2014 registered as Document No. 1619 with respect to the land in Survey No. 67/287

11. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out registration of Confirmation Deed dated 22.08.2016, registered as document No. 2129 with respect to the land in Survey No. 67/287

12. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 67/287

13. The Encumbrance Certificate for the period 01.07.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 67/287

14. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 67/287

15. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 67/287

16. The Encumbrance Certificate for the period 01.04.2018 to 28.07.2021 which bears out registration of Sale Agreement dated 21.04.2021, registered as document No. 431; Sale Agreement dated 21.04.2021, registered as document No. 429; Sale Agreement dated 21.04.2021, registered as document No. 427; Sale Agreement dated 19.03.2021, registered as document No. 5382; Sale Agreement dated 19.03.2021, registered as document No. 5381; Sale Agreement dated 19.03.2021, registered as document No. GAN-1-05388; Sale Agreement dated 26.02.2021, registered as document No. 4775; Sale Agreement dated 26.02.2021, registered as document No. 4768; Sale Agreement dated 19.01.2021, registered as document No. 4930; Sale Agreement dated 19.01.2021, registered as document No. 4931; Sale Agreement dated 18.01.2021, registered as document No. 3628; Sale Agreement dated 18.01.2021, registered as document No. 3625; Sale Agreement dated 08.01.2021, registered as document No. 3454; Sale Agreement dated 23.12.2020, registered as document No. 3097; Sale Agreement dated 18.12.2020, registered as document No. 3015; Sale Agreement dated 18.12.2020, registered as document No. 3013; Sale Agreement dated 18.12.2020, registered as document No. 3016 and Sale Agreement dated 18.12.2020, registered as document No. 3012.

17. We have perused a copy of the katha certificate dated 05.12.2019 issued by the Doddajala Village Panchayat, Navarathnaagrahara Village, which bears out that name of NAM Estates Private Limited as the owner of Survey No.67/287 and was assigned with new No.1142/1142 measuring 29,744.10 square meters.

18. We have perused a copy of the katha certificate dated 05.12.2019 issued by the Doddajala Village Panchayat, Navarathnaagrahara Village, which bears out that name of NAM Estates Private Limited as the owner of Survey No.67/287 and was assigned with new No.1143/1143 measuring 23,269 square meters.

19. We have perused a copy of the E-katha certificate (Form-9) dated 30.12.2024 issued by the Panchayat Raj, Doddajala Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to assessment No.1142/1142-1143/1143 measuring 42244.30 square meters.

20. We have perused a copy of the E-katha certificate (Form-11A) dated 30.12.2024 issued by the Panchayat Raj, Doddajala Village Panchayat which bears out that katha was registered in the

name of NAM Estates Private Limited as kathedar, with respect to assessment No.1142/1142-1143/1143 measuring 42244.30 square meters.

Litigation: the said suits are pending, and the details of the said suits are detailed in Litigation table.

1. O.S No. 179/2019 – Venkatamma and Ors. v. Jayamma and Ors. – Sy No.67 new No.123
2. O.S No. 2122/2006 – M/s NAM Estates Private Limited v. Abbaiah and Ors.
3. O.S No. 1329/2006 – Munivenkatappa and Ors v. Muniyappa and Ors.
4. O.S No.137/2011– Muniyamma and Ors. v. Erappa and Ors.
5. O.S No. 647/2014 – Muniyamma and Ors. v. Venkatamma and Ors – Sy No.67/287
6. O.S No. 462/2013 – Kavya and Anr. v. Dasamma and Ors. For Sy No.51/P28, 119 and 67
7. O.S No. 1144/2022 – Nagaveni v. Gowramma and Ors. SY No.67
8. O.S No. 345/2015 – Munivenkatamma and Ors v. Salamma and Ors. – Sy No.67/287
9. O.S No. 490/2015 – Thayi and Ors, v. Venkataramaiah and Ors. – Sy No.67/287 and 67/288
10. O.S No. 675/2015 – Venkatamma and Anr. v. Nagraja and Ors. - Sy No.67/287 and 67/288
11. O.S No. 759/2020 – M/s NAM Estates Pvt. Ltd. and Anr. v. M./ Nagaraj and Anr. – SY no.67, 67/288 and 67/287
12. O.S No. 770/2016 – Muniyappa and Ors. v. Raju and Ors. – SY No.67
13. O.S No. 685/2021 – Vasantha and Anr. v. Venkatamma and Ors. – Sy No.67/288
14. O.S No. 826/2020 – Munirathnamma & Ors. v. Nagaraju & Ors. – Sy No.67

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 67/287, measuring 5 acres 30 guntas and Survey No. 67/287, measuring 7 acres 14 guntas, (new assessment No.1142/1142-1143/1143 measuring 42244.30 square meters) situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk).

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:42:59

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

1. **Survey No. 67/287, measuring 5 acres 30 guntas:**

All that piece and parcel of the residentially converted land in Survey No. 67/287, measuring 5 acres 30 guntas (converted vide Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 104/2003-04 issued by the Special Deputy Commissioner, Bangalore District) situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk) and bounded on the:

2. **Survey No. 67/287, measuring 7 acres 14 guntas:**

All that piece and parcel of the residentially converted land in Survey No. 67/287, measuring 7 acres 14 guntas(converted vide Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 105/2003-04 issued by the Special Deputy Commissioner, Bangalore) situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk) and bounded on the:

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Record of Rights bearing RR No. 111
2.	Record of Rights bearing RR No. 250
3.	Settlement Deed dated 30.07.1953, registered as document No.3104/1953-54, Volume 1356, Pages 125 to 142, before the office of the Sub-Registrar, Devanahalli
4.	Inam Order in case No. 2/1958-59
5.	Mutation Register bearing MR No.20/1979-71
6.	Record of Rights bearing RR No. 359
7.	Sale Deed dated 20.10.1957, registered as document No.1770, Volume 710, Pages 117 to 119 before the office of the Sub-Registrar, Devanahalli
8.	Mutation Register bearing MR No.21/1979-71
9.	Record of Rights bearing RR No. 360
10.	Sale Deed dated 24.9.1969, registered as document No.2805, Volume 1042, Pages 229 to 231, before the office of the Sub-Registrar, Devanahalli
11.	Index of Lands and Record of Rights bearing RR No. 368
12.	Mutation Register bearing MR No.8/1994-95
13.	Panchayath Partition Deed dated 20.02.1980 allotted to the share of H. Anjanappa
14.	Panchayath Partition Deed dated 20.02.1980 allotted to the share of Savithramma, T.K. Prakash and T.K. Prasad
15.	Panchayath Partition Deed dated 20.02.1980 allotted to the share of Narayanaswamy
16.	Sale Deed dated 28.01.1986, registered as document No.1452, Volume 1325, Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli
17.	Mutation Register bearing MR No. 2/1985-86
18.	Genealogical tree of H. Narayanaswamy, son of Hucchappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 24.05.2003

19.	Sale Deed dated 02.07.2003, registered as No. BNG (U)-YLNK-4710/2003-2004 before the office of the Sub-Registrar, Yelahanka
20.	Mutation Register bearing MR No.3/2003-04
21.	Genealogical tree of Kempaiah (dead) attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995
22.	Sale Deed dated 11.07.2003, registered as No. BNG (U)-YLNK-4941/2003-2004 before the office of the Sub-Registrar, Yelahanka
23.	Mutation Register bearing MR No.4/2003-04
24.	Genealogical tree of R. Chandrappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995
25.	Sale Deed dated 11.07.2003, registered as No. BNG (U)-YLNK-4938/2003-2004 before the office of the Sub-Registrar, Yelahanka
26.	Mutation Register bearing MR No.5/2003-04
27.	Genealogical tree of K. Ramanjanappa attested by the Village Accountant, Karabanahalli Revenue Circle dated 06.03.1995
28.	Sale Deed dated 01.08.2003, registered as No. BNG (U)YLNK-5927/2003-04 before the office of the Sub-Registrar, Yelahanka
29.	Mutation Register bearing MR No.2/2003-04
30.	Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 104/2003-04 issued by the Special Deputy Commissioner, Bangalore District
31.	Mutation Register bearing MR No. 55/2004-05
32.	Official Memorandum dated 22.01.2004 in No. B.DIS.ALN.SR.(NA) 105/2003-04 issued by the Special Deputy Commissioner, Bangalore District
33.	Mutation Register bearing MR No. 59/2004-05
34.	General Power of Attorney dated 26.02.2003 registered as Document No. 46/2002-03, Volume 62 at Pages 211 to 219, before the office of the Sub-Registrar, Devanahalli
35.	Sale Deed dated 14.07.2004 registered as Document No. YAN-1-08386/2004-05, stored in CD No. YAND71 before the office of the Sub-Registrar, Yelahanka
36.	Sale Deed dated 14.07.2004 registered as Document No. YAN-1-08396/2004-05 stored in CD No. YAND71 before the office of the Sub-Registrar, Yelahanka
37.	Confirmation Deed dated 21.08.2012 registered as Document No. YAN-1-03677/2012-13, stored in CD No. YAND423, before the office of the Sub-Registrar, Yelahanka

38.	Confirmation Deed dated 30.08.2012 registered as Document No. YAN-1-04075/2012-13, stored in CD No. YAND426, before the office of the Sub-Registrar, Yelahanka
39.	Genealogical tree of Appaiah Bhovi attested by the village accountant dated 08.08.2011
40.	Confirmation Deed dated 06.09.2012 registered as Document No. YAN-1-04300/2012-13, stored in CD No. YAND428, before the office of the Sub-Registrar, Yelahanka
41.	Confirmation Deed dated 07.09.2012 registered as Document No. YAN-1-04355/2012-13, stored in CD No. YAND428, before the office of the Sub-Registrar, Yelahanka
42.	Genealogical tree of Dodda Abbaiah attested by the village accountant dated 08.08.2011
43.	Confirmation Deed dated 17.09.2012 registered as Document No. YAN-1-04677/2012-13, before the office of the Sub-Registrar, Yelahanka
44.	Confirmation Deed dated 08.11.2012 registered as Document No. YAN-1-06235/2012-13, before the office of the Sub-Registrar, Yelahanka
45.	Genealogical tree of Iskodubhovi attested by the village accountant dated 24.05.2001
46.	Confirmation Deed dated 23.07.2014 registered as Document No. YAN-1-01629/2014-15, before the office of the Sub-Registrar, Yelahanka
47.	Genealogical tree of Guruva Bhovi attested by the village accountant
48.	Confirmation Deed dated 23.07.2014 registered as Document No. YAN-1-01619/2014-15, before the office of the Sub-Registrar, Yelahanka
49.	Genealogical tree of Eera Bhovi attested by the village accountant
50.	Confirmation Deed dated 02.09.2014 registered as Document No. YAN-1-02193/2014-15, before the office of the Sub-Registrar, Yelahanka
51.	Confirmation Deed dated 17.09.2014 registered as Document No. YAN-1-02512/2014-15, stored in CD No. YAND206, before the office of the Sub-Registrar, Yelahanka
52.	Confirmation Deed dated 17.09.2014 registered as Document No. YAN-1-02420/2014-15, before the office of the Sub-Registrar, Yelahanka
53.	Confirmation Deed dated 18.01.2016 registered as Document No. YAN-1-04552/2015-16, before the office of the Sub-Registrar, Yelahanka
54.	Confirmation Deed dated 18.01.2016 registered as Document No. YAN-1-04555/2015-16, before the office of the Sub-Registrar, Yelahanka
55.	Genealogical tree of Muniswamy Bhovi attested by the Village Accountant dated 19.10.2011
56.	Confirmation Deed dated 12.01.2015 registered as Document No. YAN-1-04035/2014-15, before the office of the Sub-Registrar, Yelahanka

57.	Genealogical tree of Nagappa sworn before the notary public dated 07.01.2015
58.	Order Sheet in O.S. No. 1650/2005 (new No. 871/2006) on the Court of the Principal Civil Judge (Sr Dvn) at Bangalore
59.	Order Sheet in O.S. No. 647/2014 on the Court of the Senior Civil Judge and JMFC at Devanahalli
60.	Order Sheet in O.S. No. 621/2014 on the Court of the Civil Judge and JMFC at Devanahalli
61.	Order Sheet in O.S. No. 681/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli
62.	Order Sheet in O.S. No. 760/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli
63.	Order Sheet in O.S. No. 273/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli
64.	Order Sheet in O.S. No. 494/2015 on the Court of the Senior Civil Judge and JMFC at Devanahalli
65.	Order Sheet in O.S. No. 571/2016 on the Court of the Senior Civil Judge and JMFC at Devanahalli
66.	RTCs for the period 1980-81 to 1983-84, 1985-86 to 2001-02 in relation to Survey No. 67
67.	RTCs for the period 2002-03 to 2015-16 and 2020-21 in relation to Survey No. 67/287
68.	Village map of Navarathna Agrahara
69.	Nil Tenancy Endorsement dated 16.11.2016 in No. RD00392274033146 issued by the Tahsildar, Bangalore North Taluk
70.	Nil Tenancy Endorsement dated 26.11.2016 in No. RD00392274033280 issued by the Tahsildar, Bangalore North Taluk
71.	Endorsement dated 28.11.2016 in No. LRF (B.N.A).CR:596/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore

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72.	Endorsement dated 28.11.2016 in No. LRF (B.N.A).CR:596/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore
73.	Endorsement dated 26.11.2016 in No. PTCL. (B.N.A).CR:615/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore
74.	Endorsement dated 08.12.2016 in No. PTCL. (B.N.A).CR:648/2016-17 issued by the Assistant Commissioner, Bangalore North Sub-Division, Bangalore
75.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1761/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
76.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/16/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
77.	Encumbrance Certificate for the period 01.04.1930 to 18.04.1950
78.	Encumbrance Certificate for the period 19.04.1950 to 31.07.1986
79.	Encumbrance Certificate for the period 01.08.1986 to 31.05.1989
80.	Encumbrance Certificate for the period 01.06.1989 to 31.03.2004
81.	Encumbrance Certificate for the period 01.04.2004 to 24.08.2011
82.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
83.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012
84.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
85.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
86.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
87.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
88.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
89.	Encumbrance Certificate for the period 01.07.2017 to 31.07.2017
90.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017

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91.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
92.	Encumbrance Certificate for the period 01.04.2018 to 28.07.2021
93.	Katha certificate dated 05.12.2019 issued by the Doddajala Village Panchayat, Navarathnaagrahara Village, in the name of NAM Estates Private Limited as the owner of Survey No.67/287 and was assigned with new No.1142/1142 measuring 29,744.10 square meters
94.	Katha certificate dated 05.12.2019 issued by the Doddajala Village Panchayat, Navarathnaagrahara Village, in the name of NAM Estates Private Limited as the owner of Survey No.67/287 and was assigned with new No.1143/1143 measuring 23,269 square meters.
95.	E-katha certificates Form No-9 and Form 11A dated 30.12.2024 issued by the Panchayat Raj, Doddajala Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to assessment No.1142/1142-1143/1143 measuring 42244.30 square meters.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 72/2 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

AZB & PARTNERS
ADVOCATES & SOLICITORS

DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 72/2 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 72/2 (old No. 72) measuring 2 acres 20 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No.72. The land bearing Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) of Hegganahalli village was an Inam land and H. Gopalakrishna Shastry, son of Chandrashekar Shastry was an Inamdars (ex-jodidars) of Hegganahalli village. H. Gopalakrishna Shastry was holding agricultural land bearing Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) along with other survey numbers in the said village.

2. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

3. We have perused a copy of the Sale Deed dated 05.11.1958, registered as Document No. 2247/1958-59, Volume 737, at Pages 249 to 250, before the office of the Sub-Registrar, Devanahalli which bears out that H.Gopalakrishna Shastry, son of Chandrashekar Shastry conveyed the lands situated at Hegganahalli, measuring 8 acres in favour of Sonnappa, son of Eranna. The Encumbrance certificate for the period 01.04.1958 to 31.03.1960 bears out registration of Sale Deed dated 05.11.1958.

4. We have perused a copy of the Index of Land with respect to Survey No. 72 which bears out that the Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) was earlier classified as Government Gundu Thopu and thereafter Sonnappa, son of Eranna was in possession of said land.

5. We have perused a copy of the Records of Rights in RR No. 256 which bears out the name of Sonnappa, son of Eranna as owner of Survey No. 72.

6. We have perused a copy of the Sale Deed dated 13.10.1960, registered as Document No. 2101/1960-61, Volume 795, at Pages 159 to 161, before the office of the Sub-Registrar, Devanahalli which bears out that Sonnappa, son of Eranna and H. Gopalakrishna Shastry, son of Chandrashekar Shastry conveyed the Survey No. 72, measuring 5 acres (out of 13 acres 19 guntas) in favour of Dhobi Chowdappa. The Encumbrance certificate for the period 01.04.1960 to 31.03.2002 bears out registration of Sale Deed dated 13.10.1960.

7. We have perused a copy of the Mutation Register bearing MR No. 7/1997-98 which bears out that as per the Sale Deed dated 13.10.1960, the khata with respect to the Survey No. 72, measuring 5 acres has been transferred and registered in the name of Dhobi Chowdappa.

8. We have perused a copy of the Sale Deed dated 04.01.1999, registered as Document No. 2109/1998-99, Volume 1788, at Pages 126 to 134, before the office of the Sub-Registrar, Devanahalli which bears out that the wife and children of late Dhobi Chowdappa namely, Susheelamma, C. Nagaraju, C. Radhakrishna, C. Ashwath Kumar, Sujatha T. Parthasarathy and grandchildren namely, Chethan N., son of C. Nagaraju, Karthik, son of C. Radhakrishna (being minor represented by his father and natural guardian C. Radhakrishna) and Abhilash, son of C. Ashwath Kumar (being minor represented by his father and natural guardian C. Ashwath Kumar) conveyed the Survey No. 72, measuring 2 acres 20 guntas (out of 5 acres) in favour of Manjunath N, son of Hanumappa. The Encumbrance certificate for the period 01.04.1960 to 31.03.2002 bears out registration of Sale Deed dated 04.01.1999.

9. We have perused a copy of the Mutation Register bearing MR No. 12/1998-99 which bears out that as per the Sale Deed dated 04.01.1999, the khata with respect to the Survey No. 72, measuring 2 acres 20 guntas has been transferred and registered in the name of Manjunath N.

10. We have perused a copy of the Genealogical tree of Manjunath N attested by the Village Accountant, Hegganahalli Circle which indicates that Manjunath N is married to Pramila and they have three children namely, Arun Kumar, Hanumantha Gowda and Annapoorna.

    The portion of land purchased by Manjunath N is bifurcated from the composite survey number 72 and assigned as new Survey No. 72/2, measuring 2 acres 20 guntas.

11. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar authorised and empowered his son V.S. Aravindan to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument,

conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

12. We have perused a copy of the Sale Deed dated 27.07.2004, registered as Document No. DNH-1-01169/2004-05, stored in CD No. DNHD16, before the office of the Sub-Registrar, Devanahalli which bears out that Manjunath N along with his three children namely, Arun Kumar, Hanumantha Gowda and Annapoorna (all are minors represented by their mother and natural gaurdian Manjunath N) conveyed the Survey No. 72/2 measuring 2 acres 20 guntas in favour of V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan). It is recited in the said Sale Deed that B.S. Narayanan, Director of Nam Estates Private Limited, requested M/s. Sai Krupa Projects to acquire the lands situated in Devanahalli Taluk for B.S. Narayanan and accordingly, M/s. Sai Krupa Projects entered into a Sale Agreement with Manjunath N for purchase of the Survey No. 72/2. Thereafter, M/s. Sai Krupa Projects have nominated and assigned all its rights under the sale agreement to B.S. Narayanan and the said B.S. Narayanan has joined in the execution of the said sale deed as confirming party, to confirm that he has no rights over the said property. The Encumbrance Certificate for the period 01.04.2002 to 29.11.2004 bears out registration of Sale Deed dated 27.07.2004.

13. We have perused a copy of the Mutation Register bearing MR No. 19/2004-05 which bears out that as per the Sale Deed dated 27.07.2004, the khata with respect to the Survey No. 72/2 measuring 2 acres 20 guntas has been transferred and registered in the name of V.R. Singarachari, son of late K. Ramaswamy Iyengar. It is observed from the said MR No. 19/2004-05 that there was a proceeding initiated by the Assistant Commissioner under Section 79A and79 B of the Karnataka Land Reforms Act against V.R. Singarachari in case No. LRF SR (De) 10/2003-04 and by the Order dated 30.05.2003 the said proceeding has been dropped.

14. We have perused a copy of the Order dated 30.05.2003 passed in case No. LRF SR (De) 10/2003-04 by the Assistant Commissioner which bears out that the proceedings under 79A and 79B were dropped.

15. We have perused a copy of the Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore which bears out that the Survey No. 72/2 measuring 2 acres 20 guntas along with other property has been converted from agricultural use to non-agricultural/ residential purposes.

16. We have perused a copy of the Mutation Register bearing MR No. 46/2004-05 which bears out the conversion of Survey No. 72/2 measuring 2 acres 20 guntas from agricultural use to

non-agricultural purposes as per Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05.

17. We have perused a copy of the Sale Deed dated 20.11.2004 registered as Document No. DNH-1-03097/2004-05, stored in C.D. No DNHD 28, before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 72/2 measuring 2 acres 20 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.04.2002 to 29.11.2004 bears out registration of Sale Deed dated 20.11.2004.

18. We have perused a copy of the Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 72/2 measuring 2 acres 20 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 72/2 measuring 2 acres 20 guntas and other properties for commercial purposes from residential use.

20. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 72/2 measuring 2 acres 20 guntas along with other property has been converted for commercial purposes.

21. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 72/2, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

22. We have perused a copy of the Mortgage Deed dated 26.02.2009 registered as Document No. DNH-1-05880/2008-09, stored in CD No. DNHD170, before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited had mortgaged the Survey No. 72/2 and other properties in favour of. Exports Limited.

23. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00392/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh

Exports Limited had discharged the aforesaid mortgage in favour of Nam Estates Private Limited with respect to Survey No. 72/2.

24. We have perused a copy of the Memorandum of Entry dated 21.03.2011, which bears out that Nam Estates Private Limited had mortgaged the Survey No. 72/2 and other properties in favour of Housing Development Finance Corporation Limited.

25. We have perused a copy of the No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited which bears out that the mortgage created by Nam Estates Private Limited with respect to the Survey No. 72/2 has been released.

26. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 72/2 and other properties mentioned therein.

27. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

28. We have perused copies of the RTCs in relation to Survey No. 72, measuring 13 acres 38 guntas with 19 guntas kharab, for the period from 1968-69 to 1982-83, 1984-85 to 1993-94 which bears out the name of Sonnappa as the owner and cultivator.

29. We have perused copies of the RTCs in relation to Survey No. 72, measuring 13 acres 38 guntas with 19 guntas kharab, for the period from 1994-95 to 2000-01 which bears out the names of Sonnappa (for 8 acres 19 guntas) and Dhobi Chowdappa (for 5 acres) as the owners and the cultivators.

30. We have perused copies of the RTCs in relation to Survey No. 72/2, measuring 2 acres 20 guntas without kharab, for the period from 2000-01 to 2003-04 which bears out that the name of Manjunath N (as per MR No. 12/1998-99) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 72/2, measuring 2 acres 20 guntas without kharab, for the period from 2004-05 to 2010-11, 2012-13 to 2013-14 which bears out the name of V.R. Singarachari (as per MR No. 19/2004-05 and 46/2004-05) as the owner and cultivator.

32. We have perused copies of the RTCs in relation to Survey No. 72/2, measuring 2 acres 20 guntas without kharab, for the period 2015-16 which bears out that the Survey No. 72/2 is categorised as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.72/2:

1. We have perused a copy of the Tippany Uttaru of Survey No. 72

2. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No.72/2 measured 2 acres 20 guntas without kharab.

3. We have perused a copy of the Hissa Tippany and R.R. Pakka Book (Balabhagada Nakalu), which bears out that the Survey No. 72, measuring a total extent of 13 acres 38 guntas including 19 guntas kharab land has been bifurcated into 3 portions by assigning sub-numbers i.e., 72/1, measuring 8 acres 38 guntas including 19 guntas kharab land, 72/2, measuring 2 acres 20 guntas and 72/3, measuring 2 acres 20 guntas. The name of Manjunath N was entered as the owner of Survey No. 72/2.

4. We have perused a copy of the Atlas of Survey No. 72/2.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 72 formed part of the said village.

Endorsements with respect to Survey No. 72/2:

1. We have perused a copy of the Endorsement dated 15.12.2007 in No. L.R.F.C.R:600/2006-07 issued by the Tahsildar, Devanahalli Taluk which bears out that there was a tenancy application filed in case No. LRF 21/1974-75 under Form 7 of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 72/2.

2. We have perused a copy of the Nil Tenancy Certificate dated 05.07.2016 in No. RD0038367034108 issued by the Tahsildar, Devanahalli Taluk which bears out that there was a tenancy application filed under Form 2, 7, 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 72/2.

3. We have perused a copy of the Endorsement dated 16.11.2017 in No. PTCL(De)CR:273/2017-18 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura which bears out that the Survey No. 72/2 is a hiduvali land and there are no proceedings

initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 72/2.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 72/2 along with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 72/2 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 72/2.

Katha and Tax receipts with respect to Survey No. 72/2:

1. We have perused a copy of the M.R. No. 474 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk, which bears out that as per Sale Deed dated 20.11.2004, the name of M/s. Nam Estates Private Limited is entered as the owner/katha holder of Survey No. 72/2 in the records of Jalige Grama Panchayath.

2. We have perused a copy of the Form 11 in Tax Demand Register and Form 12 House/Land Tax Assessment Extract for the period 2004-05 and 2017-18 by the Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 72/2.

   Note: We have not been provided with the copy of the E-Khatha certificate and khatha extracts in the name of M/s. Nam Estates Private Limited.

3. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2005-06 to 2008-

09, 2010-11 to 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 72/2.

4. We have perused a copy of the Order dated 30.05.2003 passed in case No. LRF SR (De) 10/2003-04 by the Assistant Commissioner which bears out that the proceedings under 79A and 79B were dropped.

Encumbrance certificates with respect to Survey No. 72/2:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.04.1958 which bears out nil encumbrances with respect to the land in Survey No. 72

2. The Encumbrance Certificate for the period 01.04.1958 to 31.03.1960 which bears out registration of Sale Deed dated 05.11.1958, registered as document No. 2247 with respect to the land in Survey No. 72

3. The Encumbrance Certificate for the period 01.04.1960 to 31.03.2002 which bears out registration of Sale Deed dated 13.10.1960, registered as Document No. 2101 and Sale Deed dated 04.01.1999, registered as Document No. 2109with respect to the land in Survey No. 72.

4. The Encumbrance Certificate for the period 01.04.2000 to 12.12.2007 which bears out registration of Sale Deed dated 27.07.2004, registered as Document No. 1169 and Sale Deed dated 20.11.2004 registered as Document No. 3097 with respect to the land in Survey No. 72/2

5. The Encumbrance Certificate for the period 27.02.2009 to 05.09.2009 which bears out registration of Mortgage Deed dated 26.02.2009 registered as Document No. 05880 with respect to the land in Survey No. 72/2

6. The Encumbrance Certificate for the period 31.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 72/2

7. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 72/2

8. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 72/2

9. The Encumbrance Certificate for the period 01.02.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 72/2

10. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 72/2

11. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 72/2

12. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 72/2

13. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 72/2

14. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 72/2

15. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/2

16. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/2

17. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/2

18. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 72/2

19. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 and from 23.07.2021 to 30.08.2024 which bears out nil encumbrances with respect to the land in Survey No. 72/2.

20. We have perused a copy of the E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

AZB & PARTNERS
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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 72/2 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

Housiey.com

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ADVOCATES & SOLICITORS

SCHEDULE

Survey No. 72/2 (old No. 72) measuring 2 acres 20 guntas:

All that piece and parcel of the commercially converted land in Survey No. 72/2 (old No. 72) measuring 2 acres 20 gunta (converted vide Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 72/1;
West by	:	Land bearing Survey No. 72/3;
North by	:	Navarathna Agrahara village border; and
South by	:	Land bearing Survey No. 73.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Notification dated 13.01.1959 in No. RD 3 MIN58
2.	Sale Deed dated 05.11.1958, registered as Document No. 2247/1958-59, Volume 737, at Pages 249 to 250, before the office of the Sub-Registrar, Devanahalli
3.	Index of Land and Records of Rights in RR No. 256
4.	Sale Deed dated 13.10.1960, registered as Document No. 2101/1960-61, Volume 795, at Pages 159 to 161, before the office of the Sub-Registrar, Devanahalli
5.	Mutation Register bearing MR No. 7/1997-98
6.	Sale Deed dated 04.01.1999, registered as Document No. 2109/1998-99, Volume 1788, at Pages 126 to 134, before the office of the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No. 12/1998-99
8.	Genealogical tree of Manjunath N attested by the Village Accountant, Hegganahalli Circle
9.	General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli
10.	Sale Deed dated 27.07.2004, registered as Document No. DNH-1-01169/2004-05, stored in CD No. DNHD16, before the office of the Sub-Registrar, Devanahalli
11.	Mutation Register bearing MR No. 19/2004-05
12.	Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore
13.	Mutation Register bearing MR No. 46/2004-05
14.	Sale Deed dated 20.11.2004 registered as Document No. DNH-1-03097/2004-05, stored in C.D. No DNHD 28, before the office of the Sub-Registrar, Devanahalli
15.	Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka
16.	Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
17.	Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District

18.	Mutation Register bearing MR No.H27/2014-15
19.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00392/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
20.	Memorandum of Entry dated 21.03.2011
21.	No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited
22.	Memorandum of Entry dated 30.12.2015
23.	RTCs for the period from 1968-69 to 1982-83, 1984-85 to 2000-01 in relation to Survey No. 72
24.	RTCs for the period from 2000-01 to 2010-11, 2012-13 to 2013-14 and 2015-16 in relation to Survey No. 72/2
25.	Tippany Uttaru of Survey No. 72
26.	Karnataka revision settlement akarband extract
27.	Hissa Tippany and R.R. Pakka Book (Balabhagada Nakalu)
28.	Atlas of Survey No. 72/2.
29.	Village map of Hegganahalli
30.	Endorsement dated 15.12.2007 in No. L.R.F.C.R:600/2006-07 issued by the Tahsildar, Devanahalli Taluk
31.	Nil Tenancy Certificate dated 05.07.2016 in No. RD0038367034108 issued by the Tahsildar, Devanahalli Taluk
32.	Endorsement dated 16.11.2017 in No. PTCL(De)CR:273/2017-18 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura
33.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
34.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
35.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore

36.	M.R. No. 474 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk
37.	Form 11 in Tax Demand Register for the period 2004-05 by the Jalige Grama Panchayath, Devanahalli Taluk
38.	Form 12 House/Land Tax Assessment Extract for the period 2004-05 by the Jalige Grama Panchayath, Devanahalli Taluk
39.	Form 11 in Tax Demand Register for the period 2017-18 by the Jalige Grama Panchayath, Devanahalli Taluk
40.	Form 12 House/Land Tax Assessment Extract for the period 2017-18 by the Jalige Grama Panchayath, Devanahalli Taluk
41.	Property tax paid receipt for the period 2005-06 to 2008-09 in receipt No. 577093 dated 28.08.2009
42.	Property tax paid receipt for the period 2010-11 to 2011-12 in receipt No. 736974 dated 18.08.2011
43.	Property tax paid receipt for the period 2012-13 in receipt No. 134789 dated 30.03.2013
44.	Property tax paid receipt for the period 2013-14 in receipt No. 383301 dated 26.03.2014
45.	Property tax paid receipt for the period 2014-15 in receipt No. 423352 dated 13.03.2015
46.	Property tax paid receipt for the period 2015-16 in receipt No. 442187 dated 28.09.2015
47.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
48.	Property tax paid receipt for the period 2017-18 in receipt No. 653059 dated 15.06.2017
49.	Encumbrance Certificate for the period 01.04.1950 to 31.04.1958
50.	Encumbrance Certificate for the period 01.04.1958 to 31.03.1960
51.	Encumbrance Certificate for the period 01.04.1960 to 31.03.2002

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52.	Encumbrance Certificate for the period 01.04.2000 to 12.12.2007
53.	Encumbrance Certificate for the period 27.02.2009 to 05.09.2009
54.	Encumbrance Certificate for the period 31.10.2010 to 31.01.2011
55.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011
56.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
57.	Encumbrance Certificate for the period 01.02.2012 to 29.02.2012
58.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
59.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
60.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
61.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
62.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
63.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
64.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
65.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
66.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
67.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021
68.	E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

Privileged & Confidential

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

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(vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e749174 1f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:44:40

Malini Raju
AZB & PARTNERS
Bengaluru

AZB & PARTNERS
ADVOCATES & SOLICITORS

DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No.72. The land bearing Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) of Hegganahalli village was an Inam land and H. Gopalakrishna Shastry, son of Chandrashekar Shastry was an Inamdars (ex-jodidars) of Hegganahalli village. H. Gopalakrishna Shastry was holding agricultural land bearing Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) along with other survey numbers in the said village.

2. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

3. We have perused a copy of the Sale Deed dated 05.11.1958, registered as Document No. 2247/1958-59, Volume 737, at Pages 249 to 250, before the office of the Sub-Registrar, Devanahalli which bears out that H. Gopalakrishna Shastry, son of Chandrashekar Shastry conveyed the lands situated at Hegganahalli, measuring 8 acres in favour of Sonnappa, son of Eranna. The Eencumbrance certificate for the period 01.04.1958 to 31.03.1960 bears out registration of Sale Deed dated 05.11.1958.

4. We have perused a copy of the Index of Land with respect to Survey No. 72 which bears out that the Survey No. 72 measuring 13 acres 38 guntas (including 19 guntas kharab) was earlier classified as Government Gundu Thopu and thereafter Sonnappa, son of Eranna was in possession of said land.

5. We have perused a copy of the Records of Rights in RR No. 256 which bears out the name of Sonnappa, son of Eranna as owner of Survey No. 72.

Note: We have not been provided with the copy of the following:

a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of Sonnappa, son of Eranna/occupant.*
b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to Sonnappa, son of Eranna/occupant.*
c) *Register VIII extract.*

6. We have perused a copy of the Sale Deed dated 13.10.1960, registered as Document No. 2101/1960-61, Volume 795, at Pages 159 to 161, before the office of the Sub-Registrar, Devanahalli which bears out that Sonnappa, son of Eranna and H. Gopalakrishna Shastry, son of Chandrashekar Shastry conveyed the Survey No. 72, measuring 5 acres (out of 13 acres 19 guntas) in favour of Dhobi Chowdappa. The Encumbrance certificate for the period 01.04.1960 to 31.03.2002 bears out registration of Sale Deed dated 13.10.1960.

7. We have perused a copy of the Mutation Register bearing MR No. 7/1997-98 which bears out that as per the Sale Deed dated 13.10.1960, the khata with respect to the Survey No. 72, measuring 5 acres has been transferred and registered in the name of Dhobi Chowdappa.

8. We have perused a copy of the Sale Deed dated 04.01.1999, registered as Document No. 2110/1998-99, Volume 1788, at Pages 135 to 143, before the office of the Sub-Registrar, Devanahalli which bears out that the wife and children of late Dhobi Chowdappa namely, Susheelamma, C. Nagaraju, C. Radhakrishna, C. Ashwath Kumar, Sujatha T. Parthasarathy and grandchildren namely, Chethan N., son of C. Nagaraju, Karthik, son of C. Radhakrishna (being minor represented by his father and natural guardian C. Radhakrishna) and Abhilash, son of C. Ashwath Kumar (being minor represented by his father and natural guardian C. Ashwath Kumar) conveyed the Survey No. 72, measuring 2 acres 20 guntas (out of 5 acres) in favour of T. Narayanappa, son of Thimmarayappa. The Encumbrance certificate for the period 01.04.1960 to 31.03.2002 bears out registration of Sale Deed dated 04.01.1999.

9. We have perused a copy of the Genealogical tree of T. Narayanappa, son of Thimmarayappa dated 13.03.2000 attested by the Village Accountant, Doddajala Circle which indicates that T. Narayanappa is married to Kempamma and they have three children namely, Dodde Gowda, Ravikumar and Sridhar.

   The portion of land purchased by T. Narayanappa is bifurcated from the composite survey number 72 and assigned as new Survey No. 72/3, measuring 2 acres 20 guntas.

10. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-

Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar authorised and empowered his son V.S. Aravindan to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

11. We have perused a copy of the Sale Deed dated 27.07.2004, registered as Document No. DNH-1-01168/2004-05, stored in CD No. DNHD16, before the office of the Sub-Registrar, Devanahalli which bears out that T. Narayanappa along with son, Dodde Gowda conveyed the Survey No. 72/3 measuring 2 acres 20 guntas in favour of V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan). It is recited in the said Sale Deed that B.S. Narayanan, Director of Nam Estates Private Limited, requested M/s. Sai Krupa Projects to acquire the lands situated in Devanahalli Taluk for B.S. Narayanan and accordingly, M/s. Sai Krupa Projects entered into a Sale Agreement with T. Narayanappa for purchase of the Survey No. 72/3. Thereafter, M/s. Sai Krupa Projects have nominated and assigned all its rights under the sale agreement to B.S. Narayanan and the said B.S. Narayanan has joined in the execution of the said sale deed as confirming party, to confirm that he has no rights over the said property. The Encumbrance Certificate for the period 01.04.2002 to 29.11.2004 bears out registration of Sale Deed dated 27.07.2004.

    Note: Ravikumar and Sridhar, both sons of T. Narayanappa were not party to the Sale Deed dated 27.07.2004. To produce Confirmation Deed from Ravikumar and Sridhar, both sons of T. Narayanappa confirming the sale of the Survey No. 72/3 measuring 2 acres 20 guntas.

12. We have perused a copy of the Mutation Register extract in MR No. 20/2004-05 which bears out that as per the Sale Deed dated 27.07.2004, the khata with respect to the Survey No. 72/3 measuring 2 acres 20 guntas has been transferred and registered in the name of V.R. Singarachari, son of late K. Ramaswamy Iyengar. It is observed from the said MR No. 19/2004-05 that there was a proceeding initiated by the Assistant Commissioner under Section 79A and79 B of the Karnataka Land Reforms Act against V.R. Singarachari in case No. LRF SR (De) 10/2003-04 and by the Order dated 30.05.2003 the said proceeding has been dropped.

13. We have perused a copy of the Order dated 30.05.2003 passed in case No. LRF SR (De) 10/2003-04 by the Assistant Commissioner which bears out that the proceedings under 79A and 79B were dropped.

14. We have perused a copy of the Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore which bears out that the Survey No. 72/3 measuring 2 acres 20 guntas along with

other property has been converted from agricultural use to non-agricultural/ residential purposes.

15. We have perused a copy of the Mutation Register extract in MR No. 46/2004-05 which bears out the conversion of Survey No. 72/3 measuring 2 acres 20 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05.

16. We have perused a copy of the Sale Deed dated 20.11.2004 registered as Document No. DNH-1-03097/2004-05, stored in C.D. No DNHD 28, before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 72/3 measuring 2 acres 20 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.04.2002 to 29.11.2004 bears out registration of Sale Deed dated 20.11.2004.

17. We have perused a copy of the Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 72/3 measuring 2 acres 20 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 72/3 measuring 2 acres 20 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 72/3 measuring 2 acres 20 guntas along with other property has been converted for commercial purposes.

20. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 72/3, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

21. We have perused a copy of the Mortgage Deed dated 26.02.2009 registered as Document No. DNH-1-05880/2008-09, stored in CD No. DNHD170, before the office of the Sub-Registrar,

Devanahalli which bears out that Nam Estates Private Limited had mortgaged the Survey No. 72/2 and other properties in favour of Exports Limited.

22. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00392/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Nam Estates Private Limited with respect to Survey No. 72/3.

23. We have perused a copy of the Memorandum of Entry dated 21.03.2011, which bears out that Nam Estates Private Limited had mortgaged the Survey No. 72/3 and other properties in favour of Housing Development Finance Corporation Limited.

24. We have perused a copy of the No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited which bears out that the mortgage created by Nam Estates Private Limited with respect to the Survey No. 72/3 has been released.

25. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 72/3 and other properties mentioned therein.

26. We have perused a copy of the No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited which bears out that the mortgage created by Nam Estates Private Limited with respect to the Survey No. 72/2 has been released.

27. We have perused copies of the RTCs in relation to Survey No. 72, measuring 13 acres 38 guntas with 19 guntas kharab, for the period from 1968-69 to 1982-83, 1984-85 to 1993-94 which bears out the name of Sonnappa as the owner and cultivator.

28. We have perused copies of the RTCs in relation to Survey No. 72, measuring 13 acres 38 guntas with 19 guntas kharab, for the period from 1994-95 to 2000-01 which bears out the names of Sonnappa (for 8 acres 19 guntas) and Dhobi Chowdappa (for 5 acres) as the owners and the cultivators.

29. We have perused copies of the RTCs in relation to Survey No. 72/3, measuring 2 acres 20 guntas without kharab, for the period from 2000-01 to 2003-04 which bears out that the name of T. Narayanappa (as per MR No. 13/1998-99) as the owner and cultivator.

30. We have perused copies of the RTCs in relation to Survey No. 72/3, measuring 2 acres 20 guntas without kharab, for the period from 2004-05 to 2005-06, 2007-08 to 2009-10, 2012-13 to 2013-14 which bears out the name of V.R. Singarachari (as per MR No. 20/2004-05 and 46/2004-05) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 72/3, measuring 2 acres 20 guntas without kharab, for the period 2014-15 which bears out that the Survey No. 72/3 is categorised as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.72/3:

1. We have perused a copy of the Tippany Uttaru of Survey No. 72.

2. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No.72/3 measured 2 acres 20 guntas without kharab.

3. We have perused a copy of the Hissa Tippany and R.R. Pakka Book (Balabhagada Nakalu), which bears out that the Survey No. 72, measuring a total extent of 13 acres 38 guntas including 19 guntas kharab land has been bifurcated into 3 portions by assigning sub-numbers i.e., 72/1, measuring 8 acres 38 guntas including 19 guntas kharab land, 72/2, measuring 2 acres 20 guntas and 72/3, measuring 2 acres 20 guntas. The name of T. Narayanappa was entered as the owner of Survey No. 72/3.

4. We have perused a copy of the Atlas of Survey No. 72/3.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 72 formed part of the said village.

Endorsements with respect to Survey No. 72/3:

1. We have perused a copy of the Endorsement dated 15.12.2007 in No. L.R.F.C.R:600/2006-07 issued by the Tahsildar, Devanahalli Taluk which bears out that there was a tenancy application filed in case No. LRF 21/1974-75 under Form 7 of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 72/3.

2. We have perused a copy of the Nil Tenancy Certificate dated 05.07.2016 in No. RD0038367034108 issued by the Tahsildar, Devanahalli Taluk which bears out that there was

a tenancy application filed under Form 2, 7, 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 72/3.

3. We have perused a copy of the Endorsement dated 16.11.2017 in No. PTCL(De)CR:273/2017-18 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura which bears out that the Survey No. 72/3 is a hiduvali land and there are no proceedings initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 72/3.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 72/3 along with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 72/3 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 72/3.

Katha and Tax receipts with respect to Survey No. 72/3:

1. We have perused a copy of the M.R. No. 474 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk, which bears out that as per Sale Deed dated 20.11.2004, the name of M/s. Nam Estates Private Limited is entered as the owner/katha holder of Survey No. 72/3 in the records of Jalige Grama Panchayath.

2. We have perused a copy of the Form 11 in Tax Demand Register and Form 12 House/Land Tax Assessment Extract for the period 2004-05 and 2017-18 by the Jalige Grama Panchayath,

Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 72/3.

Note: We have not been provided with the copy of the E-Khatha certificate and khatha extracts in the name of M/s. Nam Estates Private Limited.

3. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2005-06 to 2008-09, 2010-11 to 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 72/3

Encumbrance certificates with respect to Survey No. 72/3:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.04.1958 which bears out nil encumbrances with respect to the land in Survey No. 72.

2. The Encumbrance Certificate for the period 01.04.1958 to 31.03.1960 which bears out registration of Sale Deed dated 05.11.1958, registered as document No. 2247 with respect to the land in Survey No. 72.

3. The Encumbrance Certificate for the period 01.04.1960 to 31.03.2002 which bears out registration of Sale Deed dated 13.10.1960, registered as Document No. 2101 and Sale Deed dated 04.01.1999, registered as Document No. 2110 with respect to the land in Survey No. 72.

4. The Encumbrance Certificate for the period 01.04.2000 to 12.12.2007 which bears out registration of Sale Deed dated 27.07.2004, registered as Document No. 1168 and Sale Deed dated 20.11.2004 registered as Document No. 3097 with respect to the land in Survey No. 72/3.

5. The Encumbrance Certificate for the period 12.12.2007 to 27.01.2009 which bears out nil encumbrances with respect to the land in Survey No. 72/3.

6. The Encumbrance Certificate for the period 27.02.2009 to 05.09.2009 which bears out registration of Mortgage Deed dated 26.02.2009 registered as Document No. 05880 with respect to the land in Survey No. 72/3.

7. Encumbrance Certificate for the period 06.09.2009 to 31.01.2011 and from 01.04.2015 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 72/3.

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8. The Encumbrance Certificate for the period 01.02.2011 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
9. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
10. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
11. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
12. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
13. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
14. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
15. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
16. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
17. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
18. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 72/3.
19. Encumbrance Certificate for the period 24.07.2021 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 72/3.

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20. E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters.

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-15 11:45:05

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas;

All that piece and parcel of the commercially converted land in Survey No. 72/3 (old No. 72) measuring 2 acres 20 guntas (converted vide Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 72/2;
West by	:	Land bearing Survey No. 73;
North by	:	Navarathna Agrahara village border; and
South by	:	Land bearing Survey No. 73.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Notification dated 13.01.1959 in No. RD 3 MIN58
2.	Sale Deed dated 05.11.1958, registered as Document No. 2247/1958-59, Volume 737, at Pages 249 to 250, before the office of the Sub-Registrar, Devanahalli
3.	Index of Land and Records of Rights in RR No. 256
4.	Sale Deed dated 13.10.1960, registered as Document No. 2101/1960-61, Volume 795, at Pages 159 to 161, before the office of the Sub-Registrar, Devanahalli
5.	Mutation Register bearing MR No. 7/1997-98
6.	Sale Deed dated 04.01.1999, registered as Document No. 2110/1998-99, Volume 1788, at Pages 135 to 143, before the office of the Sub-Registrar, Devanahalli
7.	Genealogical tree of T. Narayanappa, son of Thimmarayappa dated 13.03.2000 attested by the Village Accountant, Doddajala Circle
8.	General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli
9.	Sale Deed dated 27.07.2004, registered as Document No. DNH-1-01168/2004-05, stored in CD No. DNHD16, before the office of the Sub-Registrar, Devanahalli
10.	Mutation Register bearing MR No. 20/2004-05
11.	Official Memorandum dated 19.11.2004 in No. ALN:SR(De)73/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore
12.	Mutation Register bearing MR No. 46/2004-05
13.	Sale Deed dated 20.11.2004 registered as Document No. DNH-1-03097/2004-05, stored in C.D. No DNHD 28, before the office of the Sub-Registrar, Devanahalli
14.	Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka
15.	Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
16.	Official Memorandum dated 16.07.2012 in No. ALN:SR(DeKu)68/2011-12 issued by the Additional Deputy Commissioner, Bangalore Rural District

17.	Mutation Register bearing MR No.H27/2014-15
18.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00392/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
19.	Memorandum of Entry dated 21.03.2011
20.	No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited
21.	Memorandum of Entry dated 30.12.2015
22.	RTCs for the period from 1968-69 to 1982-83, 1984-85 to 2000-01 in relation to Survey No. 72
23.	RTCs for the period from 2000-01 to 2005-06, 2007-08 to 2009-10, 2012-13 to 2014-15 in relation to Survey No. 72/3
24.	Tippany Uttaru of Survey No. 72
25.	Karnataka revision settlement akarband extract
26.	Hissa Tippany and R.R. Pakka Book (Balabhagada Nakalu)
27.	Atlas of Survey No. 72/3.
28.	Village map of Hegganahalli
29.	Endorsement dated 15.12.2007 in No. L.R.F.C.R:600/2006-07 issued by the Tahsildar, Devanahalli Taluk
30.	Nil Tenancy Certificate dated 05.07.2016 in No. RD0038367034108 issued by the Tahsildar, Devanahalli Taluk
31.	Endorsement dated 16.11.2017 in No. PTCL(De)CR:273/2017-18 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Doddaballapura
32.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
33.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
34.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore.

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35.	M.R. No. 474 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk.
36.	Form 11 in Tax Demand Register for the period 2004-05 by the Jalige Grama Panchayath, Devanahalli Taluk.
37.	Form 12 House/Land Tax Assessment Extract for the period 2004-05 by the Jalige Grama Panchayath, Devanahalli Taluk
38.	Form 11 in Tax Demand Register for the period 2017-18 by the Jalige Grama Panchayath, Devanahalli Taluk
39.	Form 12 House/Land Tax Assessment Extract for the period 2017-18 by the Jalige Grama Panchayath, Devanahalli Taluk
40.	Property tax paid receipt for the period 2005-06 to 2008-09 in receipt No. 577094 dated 28.08.2009
41.	Property tax paid receipt for the period 2010-11 to 2011-12 in receipt No. 736975 dated 18.08.2011
42.	Property tax paid receipt for the period 2012-13 in receipt No. 134789 dated 30.03.2013
43.	Property tax paid receipt for the period 2013-14 in receipt No. 383301 dated 26.03.2014
44.	Property tax paid receipt for the period 2014-15 in receipt No. 423352 dated 13.03.2015
45.	Property tax paid receipt for the period 2015-16 in receipt No. 442187 dated 28.09.2015
46.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
47.	Property tax paid receipt for the period 2017-18 in receipt No. 653060 dated 15.06.2017
48.	Encumbrance Certificate for the period 01.04.1950 to 31.04.1958
49.	Encumbrance Certificate for the period 01.04.1958 to 31.03.1960
50.	Encumbrance Certificate for the period 01.04.1960 to 31.03.2002

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51.	Encumbrance Certificate for the period 01.04.2000 to 12.12.2007
52.	Encumbrance Certificate for the period 12.12.2007 to 27.01.2009
53.	Encumbrance Certificate for the period 27.02.2009 to 05.09.2009
54.	Encumbrance Certificate for the period 01.02.2011 to 29.02.2012
55.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
56.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
57.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
58.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
59.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
60.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
61.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
62.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
63.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
64.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021
65.	Encumbrance Certificate for the period 24.07.2021 to 30.11.2024.
66.	E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat which bears out that katha was registered in the name of NAM Estates Private Limited as kathedar, with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

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□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

Note: We have not been provided with the copy of the following;

a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
c) *We are given to understand that these documents are not available.*

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Gift Deed dated 21.07.2006, registered as Document No. DNH-1-03590/2006-07, stored in CD No. DNHD 101, before the office of the Sub-Registrar Devanahalli which bears out that Chikkavenkataswamy, son of Poojari Venkata Bhovi gifted the portion of Survey No. 59, measuring 3 acres 13 guntas in favour of T. Gopi, son of V. Thimmaiah. The registration of the said gift deed is borne out in the Encumbrance Certificate for the period 01.04.1990 to 24.11.2011.

9. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar authorised and empowered his son V.S. Aravindan to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

10. We have perused a copy of the Sale Deed dated 24.12.2010 registered as Document No. DNH-1-04328/2010-11, stored in C.D. No. DNHD211, before the office of the Sub-Register, Devanahalli which bears out that T. Gopi, son of V. Thimmaiah and 21 others conveyed the Survey No. 59, measuring 3 acres 13 guntas in favour of V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.04.1990 to 24.11.2011.

    It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The land purchased by V.R. Singarachari, son of late K. Ramaswamy Iyengar is numbered as Survey No. 59/2.

11. We have perused a copy of the Mutation Register bearing MR No. 10/2010-11 which bears out that as per the Sale Deed dated 24.12.2010, the khata with respect to the Survey No. 59/2 measuring 3 acres 13 guntas has been transferred and registered in the

name of V.R. Singarachari, son of late K. Ramaswamy Iyengar. It is stated in the said Mutation Register that Order dated 14.10.2011 the Assistant Commissioner, conducted a proceeding in case No. LRF(D) 12/2011-12 under Sections 79(A) (B) and 80 of the Karnataka Land Reforms Act, 1961 and by the Order dated 14.10.2011 concluded that, there are no violations of the Sections 79(A) (B) of the Karnataka Land Reforms Act, 1961. We have perused a copy of the Order dated 14.10.2011 the Assistant Commissioner, conducted a proceeding in case No. LRF(D) 12/2011-12.

12. We have perused a copy of the Confirmation Deed dated 10.01.2011, registered as Document No. DNH-1-04493/2010-11, stored in C. D. No. DNHD212, before the office of the Sub-Registrar, Devanahalli which bears out that Srinivas, son of V. Thimmaiah who had not joined in the execution of Sale Deed dated 24.12.2010 and hence he had executed the Confirmation Deed in favour of V.R. Singarachari confirming and affirming the sale deed executed in his favour and further confirmed that he has no right, title or interest of any nature with respect to Survey No. 59, measuring 3 acres 13 guntas. The Encumbrance Certificate for the period 01.04.1990 to 24.11.2011 bears out registration of Confirmation Deed dated 10.01.2011

13. We have perused a copy of the Official Memorandum dated 10.08.2012 in No. ALN:SR(De Ku)104/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/2 measuring 3 acres 13 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

14. We have perused a copy of the Mutation Register bearing MR No. T5/2012-13 which bears out the conversion of Survey No. 59/2 measuring 3 acres 13 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 10.08.2012 in No. ALN:SR(De Ku)104/2011-12.

15. We have perused a copy of the Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03561/2012-13, stored in C.D. No DNHD284, before the office of the Sub-Registrar, Devanahalli which bears out that V.R.Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/2 measuring 3 acres 13 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 14.09.2012.

16. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/2, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

17. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited (HDFC Limited) on the security of Survey No. 59/2 and other properties mentioned therein.

18. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

19. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/2 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/2 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

20. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

21. We have perused copies of the RTC extracts for the period 1968-69 to 1972-73 bears out the name of Sampangi Ramashastry as the owner of land in Survey No.59 measuring 8 acres 11 guntas.

22. We have perused copies of the RTC extracts for the period 1973-74 to 2000-01 bears out the name of Chikka Venkatashamappa as the owner of land in Survey No.59 measuring 8 acres 11 guntas.

23. We have perused copies of the RTC extracts for the period 2000-01 to 2009-10 bears out the names of relevant owners with respect to land in Survey No.59 measuring 8 acres 11 guntas.

24. We have perused copies of the RTCs in relation to Survey No. 59/2 measuring 3 acres 13 guntas without kharab, for the period from 2010-11 to 2013-14 which bears out the name of V.R. Singarachari (as per MR No. 10/2010-11) as the owner and cultivator

25. We have perused copies of the RTCs in relation to Survey No. 59/2 measuring 3 acres 13 guntas without kharab, for the period 2014-15 and 2015-16 which bears out that the Survey No. 59/2 is categorised as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/2:

26. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/2 measured 3 acres 13 guntas without kharab land.

27. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of V.R. Singarachari, son of late K. Ramaswamy Iyengar is entered as the owner of Survey No. 59/2.

28. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/2:

29. We have perused a copy of the Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59, measuring 8 acres 11 guntas.

30. We have perused a copy of the Endorsement dated 19.12.2011 in No. PTCL.CR:202/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition

of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 59/2 measuring 3 acres 13 guntas.

31. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

32. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

33. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Katha and Tax receipts with respect to Survey No. 59/2:

34. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/2.

35. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/2

Encumbrance certificates with respect to Survey No. 59/2:

36. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

37. The Encumbrance Certificate for the period 01.04.1990 to 24.11.2011 which bears out registration of Gift Deed dated 21.07.2006, registered as Document No. 3590, Sale Deed dated 24.12.2010 registered as Document No. 4328 and Confirmation Deed dated

10.01.2011, registered as Document No. 4493with respect to the land in Survey No. 59/2.

38. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59

39. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 59/2, measuring 3 acres 13 guntas.

40. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out registration of Sale Deed dated 14.09.2012 registered as Document No. 3561 with respect to the land in Survey No. 59

41. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/2, measuring 3 acres 13 guntas.

42. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/2, measuring 3 acres 13 guntas.

Litigation: the said suit is pending, and the detail of the said suit is detailed in Litigation table.

1. O.S No. 349/2015 – Ramakka v. Peddanna and Ors with regard to Sy No.59

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas:

All that piece and parcel of the commercially converted land in Survey No. 59/2 (old No. 59) measuring 3 acres 13 guntas (converted vide Official Memorandum dated 10.08.2012 in No. ALN:SR(De Ku)104/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey Nos. 93 and 94 and Nagamangala village border;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 58/1; and
South by	:	Land bearing Survey No. 59/3.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli
5.	Mutation Register bearing MR No. 10/2010-11
6.	Confirmation Deed dated 10.01.2011, registered as Document No. DNH-1-04493/2010-11, stored in C. D. No. DNHD212, before the office of the Sub-Registrar, Devanahalli
7.	Official Memorandum dated 10.08.2012 in No. ALN:SR(De Ku)104/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
8.	Mutation Register bearing MR No. T5/2012-13
9.	Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03561/2012-13, stored in C.D. No DNHD284, before the office of the Sub-Registrar, Devanahalli
10.	Mutation Register bearing MR No.H27/2014-15
11.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
12.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli.
13.	Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli.
14.	RTCs for the period from 2010-11 to 2015-16
15.	Karnataka revision settlement akarband extract
16.	Hissa Tippany and RR Pakka Book

17.	Village map of Hegganahalli
18.	Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk
19.	Endorsement dated 19.12.2011 in No. PTCL.CR:202/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
20.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
21.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
22.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
26.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
27.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
28.	Property tax paid receipt for the period 2017-18 in receipt No. 653068 dated 15.06.2017
29.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
30.	Encumbrance Certificate for the period 01.04.1990 to 24.11.2011
31.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
32.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012
33.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
34.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/3, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/3 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/3 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
   c) *Register VIII*
   d) *We are given to understand that these documents are not available.*

4. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

5. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

6. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

7. We have perused a copy of the Sale Deed dated 24.08.2004, registered as Document No. DNH-1-01624/2004-05, stored in CD No. DNHD19, before the office of the Sub-Registrar, Devanahalli which bears out that Chikkavenkatashamappa, son of Poojari Venkata Bhovi sold the Survey No. 59 measuring 21 guntas in favour of Venkataswamy, son of late Chinnaswamy. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 24.08.2004.

8. We have perused a copy of Genealogical Tree of Venkataswamy, son of late Chinnaswamy which bears out that Venkataswamy was married to Yellamma and had six children namely Narayana, Lakshmamma, Marappa, Chinnaswamy, Venkatesh, and Chinnamma.

9. We have perused a copy of the Death certificate dated 08.02.2005 which bears out that Venkataswamy, son of late Chinnaswamy died on 02.02.2005.

10. We have perused a copy of the Sale Deed dated 14.06.2005, registered as Document No. DNH-1-01283/2005-06, stored in CD No. DNHD51, before the office of the Sub-Registrar, Devanahalli which bears out that Yellamma, wife of late Venkataswamy along with her children namely, Narayana, Lakshmamma, Marappa, Chinnaswamy, Venkatesh, and Chinnamma sold the Survey No. 59 measuring 21 guntas in favour of Sreedhara Setty, son of Hanumanthappa Setty. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 14.06.2005.

11. We have perused a copy of the Mutation Register bearing MR No. 8/2005-06 which bears out that as per the Sale Deed dated 14.06.2005, the khata with respect to the Survey No. 59 measuring 21 guntas has been transferred and registered to the name of Sreedhara Setty, son of Hanumanthappa Setty.

12. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3

acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

13. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/3 measuring 21 guntas.

14. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/3 measuring 21 guntas has been converted from agricultural use to non-agricultural/ commercial purposes. The conversion details are recorded in the Mutation Register bearing MR No. T9/2012-13.

15. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother in law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

16. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/3 measuring 21 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The registration of the said deed is borne out in the encumbrance certificate for the period 01.03.2012 to 31.03.2013.

17. We have perused a copy of the Order Sheet and Memo filed in O.S. No. 459/2013 which bears out that Marakka and other legal heirs of late Marappa Bhovi had filed a suit in O.S. No. 459/2013 before the court of Senior Civil Judge, Devanahalli against Sreedhara Setty and others seeking for partition and separate possession of Survey No. 59/3. During the pendency of suit, Marakka and others had filed a memo dated 26.08.2014 seeking an order to dismiss the said suit as withdrawn. On 26.08.2014, the suit is dismissed as not pressed in terms of memo. We have also perused a copy of the Plaint filed in OS No459/2013.

18. We have perused a copy of the Confirmation Deed dated 27.08.2014, registered as Document No. DNH-1-03747/2014-15, stored in CD No. DNHD398, before the office of the Sub-Registrar, Devanahalli which bears out that in terms of the memo filed in O.S. No. 459/2013, Munirathnamma, Munilakshmi, M. Nanjappa, M. Meenakshi, M. Shamala, Hemanth Kumar, all children of late Muniswamy, Venkatamma and Ramakka, both daughters of late Marappa Bhovi confirmed and affirmed the execution of Sale Deed dated 14.06.2005 executed in favour of Sreedhara Setty and confirmed that they do not have any right, title and interest over the Survey No. 59/3, measuring 21 guntas.

19. We have perused a copy of the Order Sheet and Memo filed in O.S. No. 611/2014 which bears out that Ramakka, daughter of late Venkataswamy and others had filed a suit in O.S. No. 611/2014 in the court of the Senior Civil Judge, Devanahalli against Sreedhara Setty and others seeking an order for partition and separate possession of Survey No. 59/3. During the pendency of suit, Marakka and others had filed a memo dated 24.03.2015 seeking an order to dismiss the said suit as withdrawn. On 24.03.2015, the suit is dismissed as not pressed in terms of memo. We have also perused the copy of the Plaint filed in O.S.No.611/2014.

20. We have perused a copy of the Confirmation Deed dated 17.04.2015, registered as Document No. DNH-1-00430/2015-16, stored in CD No. DNHD539, before the office of the Sub-Registrar, Devanahalli which bears out that in terms of the memo filed in .S. No. 611/2014 Ramakka, daughter of late Venkataswamy, Rathnamma, granddaughter of late Venkataswamy, Chinnamma @ Chinnakka, daughter of late Marakka and granddaughter of late Venkataswamy, Narayana, son of late Marakka and grandson of late Venkataswamy, Ramakka, daughter of late Marakka and granddaughter of late Venkataswamy, Venkatamma, daughter of late Marakka and granddaughter of late Venkataswamy, Shivamma, daughter of late Venkatamma and granddaughter of late Venkataswamy and Venkatesh, son of late Venkatamma and grandson of late Venkataswamy confirmed and affirmed the Sale Deed dated 14.06.2005 executed in favour of Sreedhara Setty and confirmed that they do not have any right, title and interest over the Survey No. 59/3, measuring 21 guntas.

21. It is further observed that the cases in O.S No. 723/2014, OS. No. 579/2014, 260/2015, O.S No. 296/2015 and O.S No. 306/2015 before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/3.

22. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/3, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

23. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other

properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 59/3 and other properties mentioned therein.

24. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

25. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/3 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/3 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

26. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 8/2005-06) as the owner and cultivator of 21 guntas along with the owners of remaining portions of lands in same survey number.

27. We have perused copies of the RTCs in relation to Survey No. 59/3 measuring 21 guntas without kharab, for the period from 2011-12 to 2013-14 which bears out the name of Sreedhara Setty (as per MR No. 76/2004-05 and T9/2012-13) as the owner and cultivator

28. We have perused copies of the RTCs in relation to Survey No. 59/3 measuring 21 guntas without kharab, for the period 2014-15 which bears out that the Survey No. 59/3 is categorized as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/3:

29. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/3 measured 21 guntas without kharab land.

30. We have perused copies of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

31. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/3 measuring 21 guntas.

32. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

33. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/3:

34. We have perused a copy of the Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59, measuring 8 acres 11 guntas.

35. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

36. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which

bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

37. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 59/3.

Katha and Tax receipts with respect to Survey No. 59/3:

38. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/3.

39. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/3

Encumbrance certificates with respect to Survey No. 59/3:

40. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

41. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1624 and Sale Deed dated 14.06.2005, registered as Document No. 1283 with respect to the land in Survey No. 59 (now numbered as 59/4).

42. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

43. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/3, measuring 21 guntas.

44. The Encumbrance Certificates for the periods from 01.03.2012 to 31.03.2024 bear out relevant transactions with respect to Survey No. 59 and 59/3.

45. The Encumbrance Certificate for the period from 01.08.2024 to 30.11.2024 bear out nil encumbrances with respect to Survey No. 59/3.

46. **Litigation:** O.S No. 296/2015 - Ramakka v. Chikkavenkataswamy and Ors is pending. The details of the said suit is detailed in Litigation table.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/3 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/3 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/3 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 94 and Nagamangala village border;
West by	:	Land bearing Survey No. 60;
North by	:	Land bearing Survey Nos. 59/2; and
South by	:	Land bearing Survey No. 59/4

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Sale Deed dated 14.06.2005, registered as Document No. DNH-1-01283/2005-06, stored in CD No. DNHD51, before the office of the Sub-Registrar, Devanahalli
5.	Mutation Register bearing MR No. 8/2005-06
6.	Mutation Register bearing MR No. 17/2011-12
7.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
8.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
9.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
10.	Order Sheet and Memo filed in O.S. No. 459/2013 before the court of Senior Civil Judge, Devanahalli
11.	Confirmation Deed dated 27.08.2014, registered as Document No. DNH-1-03747/2014-15, stored in CD No. DNHD398, before the office of the Sub-Registrar, Devanahalli
12.	Order Sheet and Memo filed in O.S. No. 611/2014 in the court of the Senior Civil Judge, Devanahalli

13.	Confirmation Deed dated 17.04.2015, registered as Document No. DNH-1-00430/2015-16, stored in CD No. DNHD539, before the office of the Sub-Registrar, Devanahalli
14.	Mutation Register bearing MR No.H27/2014-15
15.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
16.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
17.	RTCs for the period from 2010-11 in relation to Survey No. 59
18.	RTCs for the period from 2011-12to 2015-16 in relation to Survey No. 59/3
19.	Karnataka revision settlement akarband extract
20.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2
21.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
22.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
23.	Village map of Hegganahalli
24.	Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk
25.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
26.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
27.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore

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28.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
29.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
30.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
31.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
32.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
33.	Property tax paid receipt for the period 2017-18 in receipt No. 653063 dated 15.06.2017
34.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
35.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
36.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
37.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 594, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/4 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/4 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
   c) *We are given to understand that these documents are not available.*

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Sale Deed dated 24.08.2004, registered as Document No. DNH-1-01623/2004-05, stored in CD No. DNHD19, before the office of the Sub-Registrar, Devanahalli which bears out that Chikkavenkatashamappa, son of Poojari Venkata Bhovi sold the Survey No. 59 measuring 21 guntas in favour of Marappa, son of late Chinnaswamy. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 24.08.2004.

9. We have perused a copy of the mutation register extract in MR No.26/2004-05 which bears out that registration of the sale deed dated 24.08.2004 registered as document No.1623/04-05 and the katha was registered in the name of Marappa.

10. We have perused a copy of the Affidavit dated 13.08.2014 sworn by Marappa which bears out that the Marappa Bovi son of late Chinnaswamy was married o Salamma and had eight children namely (1) Marakka (dead) (2) Venkataswamy (3) Venkatamma (4) Ramakka (5) Peddakka (6) Marappa (7) Ramesh and (8) Chinnakka.

11. We have perused a copy of the Death certificate of Venkataswamy, son of late Chinnaswamy dated 08.02.2005 which bears out that Venkataswamy died on 02.02.2005.

12. We have perused a copy of the Sale Deed dated 14.06.2005, registered as Document No. DNH-1-01280/2005-06, stored in CD No. DNHD51 before the office of the Sub-Registrar, Devanahalli which bears out that Marappa and others sold the Survey No. 59 measuring 21 guntas in favour of Sreedhara Setty, son of Hanumanthappa Setty. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 14.06.2005.

13. We have perused a copy of the Mutation Register bearing MR No. 76/2004-05 which bears out that as per the Sale Deed dated 14.06.2005, the khata with respect to the Survey No. 59 measuring 21 guntas has been transferred and registered to the name of Sreedhara Setty, son of Hanumanthappa Setty.

14. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

15. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/4 measuring 21 guntas.

16. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/4 measuring 21 guntas has been converted from agricultural use to non-agricultural/ commercial purposes. The Mutation Register extract bearing MR No. T9/2012-13 bears out the details of conversion of Survey No59/4.

17. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother in law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

18. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/4 measuring 21 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated Sale Deed dated 24.09.2012.

    It is further observed that the cases in O.S No. 723/2014, 260/2015, and O.S No. 354/2015 before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/4.

19. We have also perused copies of the Plaint, Written Statement, Order Sheet, Judgement and Decree in O.S No. 723/2014, 260/2015, and O.S No. 354/2015 before the Civil Judge (Sr. Dn.), Devanahalli

20. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/4, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

21. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 59/4 and other properties mentioned therein.

22. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

23. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/4 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/4 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

24. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

25. We have perused copies of the RTC extracts for the period 1969-70 to 2009-10 and from 2011-12 to 2014-15 which bears out the names of relevant owners at relevant periods with respect to Survey No.59 and later Survey No.59/4.

26. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 8/2005-06) as the owner and cultivator of 21 guntas along with the owners of remaining portions of lands in same survey number.

27. We have perused copies of the RTCs in relation to Survey No. 59/4 measuring 21 guntas without kharab, for the period 2014-15 which bears out that the Survey No. 59/4 is categorized as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/4:

28. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/4 measured 21 guntas without kharab land.

29. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

30. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/4 measuring 21 guntas.

31. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

32. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/4:

33. We have perused a copy of the Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59, measuring 8 acres 11 guntas.

34. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

35. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which

bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

36. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 59/4.

Katha and Tax receipts with respect to Survey No. 59/4:

37. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/4.

38. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/4

Encumbrance certificates with respect to Survey No. 59/4:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

2. The Encumbrance Certificate for the period 01.04.1990 to 18.08.2005 bears out releant transactions with respect to the land in Survey No. 59.

3. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1623 and Sale Deed dated 14.06.2005, registered as Document No. 1280 with respect to the land in Survey No. 59 (now numbered as 59/4).
4. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

5. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797 with respect to the land in Survey No. 59/4

6. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out one entry and those entry not related to the land in Survey No. 59/4, measuring 21 guntas

7. The Encumbrance Certificate for the period 01.04.2004 to 31.03.2015 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797 with respect to the land in Survey No. 59/4

8. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/4, measuring 21 guntas

9. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/4, measuring 21 guntas.

10. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/4, measuring 21 guntas.

11. The Encumbrance Certificates for the periods 01.04.2016 to 31.07.2016 and from 01.08.2016 to 31.03.2024 which bears out relevant transactions with respect to Survey No. 59/4, measuring 21 guntas.

12. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/4, measuring 21 guntas.

13. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/4, measuring 21 guntas.

Litigation: the said suits are pending, and the details of the said suits are detailed in Litigation table.

1. O.S No. 306/2015 – Babu and Ors v. Marappa and Anr. Sy No.59/4 (old No.59/1).
2. O.S No. 354/2015 – Ashwini and Ors v. Chinnaswamy and Ors. – Sy No.59/4.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/4 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/4 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/4 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 94, 95 and Nagamangala village border;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 59/3; and
South by	:	Land bearing Survey No. 59/5

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Mutation Register bearing MR No. 76/2004-05
5.	Mutation Register bearing MR No. 17/2011-12
6.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
7.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
8.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
9.	Mutation Register bearing MR No.H27/2014-15
10.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
11.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
12.	RTCs for the period from 2010-11 in relation to Survey No. 59
13.	RTCs for the period from 2014-15 in relation to Survey No. 59/4
14.	Karnataka revision settlement akarband extract

15.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2
16.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
17.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
18.	Village map of Hegganahalli
19.	Endorsement dated 16.11.2011 in No. L.R.F.7A C.R:491/2011-12 issued by the Tahsildar, Devanahalli Taluk
20.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
21.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
22.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
26.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
27.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
28.	Property tax paid receipt for the period 2017-18 in receipt No. 653064 dated 15.06.2017
29.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
30.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
31.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011

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32.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
33.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
34.	Encumbrance Certificate for the period 01.04.2004 to 31.03.2015
35.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
36.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
37.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
38.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
39.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/5, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aad824f901d30d5e467daa9d2603a40e8f8e9a3475b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 12:21:10

Malini Raju
AZB & PARTNERS
Bengaluru

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DRAFT DUE DILIGENCE REPORT

We have in this draft due diligence report dealt with the converted land in Survey No. 59/5 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/5 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
   c) *We are given to understand that these documents are not available.*

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son

of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Sale Deed dated 03.06.2005, registered as Document No. DNH-1-01160/2005-06, stored in CD No. DNHD51 before the office of the Sub-Registrar, Devanahalli which bears out that Muniyamma, wife of Venkatappa along with her children namely, Venkataswamy, Krishnappa, Marappa, Chinnakka, Marakka, Rajamma and Venkatamma sold the Survey No. 59/5 measuring 21 guntas in favour of Sreedhara Setty, son of Hanumanthappa Setty. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 03.06.2005.

9. We have perused a copy of the mutation register extract in MR No.27/2004-05 which bears out that registration of the sale deed dated 24.08.2004 registered as document No.1623/04-05 and the katha was registered in the name of Marappa.

10. We have perused a copy of the genealogical tree of Muniyamma, which bears out that Venkatappa was married to Muniyamma and had 7 children namely, Venkataswamy, Krishnappa, Marappa, Chinnakka, Marakka, Rajamma and Venkatamma.

11. We have perused a copy of Mutation Register bearing MR No. 80/2004-05 which bears out that as per the Sale Deed dated 09.06.2005, the katha of the Survey No. 59 measuring 21 guntas was transferred in the name of Sreedhara Setty, son of Hanumanthappa Setty.

12. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

13. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/5 measuring 21 guntas.

14. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/5 measuring 21 guntas has been converted from agricultural use to non-agricultural/ commercial purposes. The Mutation Register extract bearing MR No. T9/2012-13 bears out the details of conversion of Survey No.59/4.

15. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother in law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

16. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/5 measuring 21 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 24.09.2012.

    It is further observed that the cases in O.S Nos. 723/2014 and 260/2015, before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/5. We have also perused copies of the Plaint, Written Statement, Order Sheet, Judgement and Decree in O.S No. 723/2014, 260/2015, before the Civil Judge (Sr. Dn.), Devanahalli

17. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/5, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

18. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing

Development Finance Corporation Limited on the security of Survey No. 59/5 and other properties mentioned therein.

19. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

20. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/5 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/5 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

21. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

22. We have perused copies of the RTC extracts for the period 1969-70 to 2009-10 and from 2011-12 to 2014-15 which bears out the names of relevant owners at relevant periods with respect to Survey No.59 and later Survey No.59/4

23. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 80/2004-05) as the owner and cultivator of 21 guntas along with the owners of remaining portions of lands in same survey number.

24. We have perused copies of the RTCs in relation to Survey No. 59/5 measuring 21 guntas without kharab, for the period 2015-16 which bears out that the Survey No. 59/5 is categorized as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/5:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/5 measured 21 guntas without kharab land.

2. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

3. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/5 measuring 21 guntas.

4. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/5:

1. We have perused a copy of the Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59/5, measuring 21 guntas.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Katha and Tax receipts with respect to Survey No. 59/5:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/5

2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/5

Encumbrance certificates with respect to Survey No. 59/5:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

2. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1621 and Sale Deed dated 03.06.2005, registered as Document No. 1160 with respect to the land in Survey No. 59 (now numbered as 59/5).

3. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

4. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797 with respect to the land in Survey No. 59/5.

5. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out one entry and those entry not related to the land in Survey No. 59/5, measuring 21 guntas.

6. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out one entry and those entry not related to the land in Survey No. 59/5, measuring 21 guntas.

7. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

8. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

9. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

10. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

11. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

12. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 and from 01.08.2016 to 31.03.2024 which bears out relevant transactions with respect to the land in Survey No. 59/5, measuring 21 guntas.

13. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

14. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/5, measuring 21 guntas.

<u>It is advisable to obtain the following document:</u>

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/5 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-16 12:22:52

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/5 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/5 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 95;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 59/4; and
South by	:	Land bearing Survey No. 59/6

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Mutation Register bearing MR No. 80/2004-05
5.	Mutation Register bearing MR No. 17/2011-12
6.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
7.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
8.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
9.	Mutation Register bearing MR No.H27/2014-15
10.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
11.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
12.	RTCs for the period from 2010-11 in relation to Survey No. 59
13.	RTCs for the period from 2015-16 in relation to Survey No. 59/5
14.	Karnataka revision settlement akarband extract
15.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2

16.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
17.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
18.	Village map of Hegganahalli
19.	Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk
20.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
21.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
22.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
26.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
27.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
28.	Property tax paid receipt for the period 2017-18 in receipt No. 659274 dated 20.11.2017
29.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
30.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
31.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
32.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013

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33.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
34.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
35.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
36.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
37.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
38.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
39.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
40.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
41.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/6, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

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analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/6 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No.59/6 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
   c) *We are given to understand that these documents are not available.*

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Sale Deed dated 24.08.2004, registered as Document No. DNH-1-01625/2004-05, stored in CD No. DNHD19, before the office of the Sub-Registrar, Devanahalli which bears out that Chikkavenkatashamappa, son of Poojari Venkata Bhovi sold the Survey No. 59 measuring 21 guntas in favour of Chikkavenkataswamy, son of Chinnaswamy. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 24.08.2004. The registration of the said sale deed is recorded in the Mutation Register bearing MR No. 28/2004-05 and the katha is transferred in the name of Chikkavenkataswamy.

9. We have perused a copy of the affidavit dated 01.09.2014 sworn by Marappa son of Venkataswamy Genealogical Tree of Chikkavenkataswamy, son of Chinnaswamy which bears out that Chikkavenkataswamy ans his wife Venkatamma had 7 children namely dren Marappa, Bhagyamma, Thimmaraju, Krishna, Venkaraswamy and Ramakka. The said Chinnaswamy and his wife Ramakka had two children namely Sirnivas and Lakshmi. The said Marappa and his wife Bhagyamma had three children namely Mahadevi, ma and Mahesh. The said Thimma Raju and his wife Munirathna ad two children namelu Charalatha and Hemalatha.

10. We have perused a copy of the Sale Deed dated 14.06.2005, registered as Document No. DNH-1-01282/2005-06, stored in CD No. DNHD51 before the office of the Sub-Registrar, Devanahalli which bears out that Chikkavenkataswamy, son of Chinnaswamy along with his wife Venkatamma and children Marappa, Bhagyamma, Thimmaraju, Krishna, Venkaraswamy and Ramakka conveyed the Survey No. 59/6 measuring 21 guntas in favour of Sreedhara Setty, son of Hanumanthappa Setty. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 03.06.2005.

11. We have perused a copy of Mutation Register bearing MR No. 77/2004-05 which bears out that as per the Sale Deed dated 09.06.2005, the katha of the Survey No. 59 measuring 21 guntas was transferred in the name of Sreedhara Setty, son of Hanumanthappa Setty.

12. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

13. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/6 measuring 21 guntas.

14. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/6 measuring 21 guntas has been converted from agricultural use to non-agricultural/ commercial purposes. The conversion details are recorded in the mutation register extract in MR No.T9/2012-13.

15. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother-in-law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

16. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/6 measuring 21 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 24.09.2012

    It is further observed that the cases in O.S Nos. 723/2014 and 260/2015, before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/6.

17. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/6, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

18. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 59/6 and other properties mentioned therein.

19. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

20. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/6 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/6 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

21. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

22. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 77/2004-05) as the owner and cultivator of 21 guntas along with the owners of remaining portions of lands in same survey number.

23. We have perused copies of the RTCs in relation to Survey No. 59/6 measuring 21 guntas without kharab, for the period 2012-13 and 2015-16 which bears out that the Survey No. 59/6 is categorized as NAK (as per MR No. H27/2014-15).

24. We have perused copies of the RTC extracts for the period 1969-70 to 2009-10 and from 2011-12 to 2014-15 which bears out the names of relevant owners at relevant periods with respect to Survey No.59 and later Survey No.59/4.

Survey documents with respect to Survey No.59/6:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/6 measured 21 guntas without kharab land.

2. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

3. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/6 measuring 21 guntas.

4. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/6:

1. We have perused a copy of the Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59/6, measuring 21 guntas.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public

Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 59/6.

Katha and Tax receipts with respect to Survey No. 59/6:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/6

2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/6

Encumbrance certificates with respect to Survey No. 59/6:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

2. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1625 and Sale Deed dated 14.06.2005, registered as Document No. 1282 with respect to the land in Survey No. 59 (now numbered as 59/6).

3. The Encumbrance Certificate for the period 01.04.1990 to 18.08.2005 which bears out relevant transactions with respect to land in Survey No. 59.

4. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

5. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797.

6. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out one entry and those entry not related to the land in Survey No. 59/6, measuring 21 guntas.

7. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas.

8. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas.

9. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas.

10. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas

11. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas

12. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas

13. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas.

14. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/6, measuring 21 guntas.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/6 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/6 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/6 (old No. 59/1, much earlier bearing No. 59) measuring 21 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 95;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 59/5; and
South by	:	Land bearing Survey No. 59/7

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Mutation Register bearing MR No. 77/2004-05
5.	Mutation Register bearing MR No. 17/2011-12
6.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
7.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
8.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
9.	Mutation Register bearing MR No.H27/2014-15
10.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
11.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
12.	RTCs for the period from 2010-11 in relation to Survey No. 59
13.	RTCs for the period from 2012-13 and 2015-16 in relation to Survey No. 59/6
14.	Karnataka revision settlement akarband extract
15.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2

16.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
17.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
18.	Village map of Hegganahalli
19.	Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk
20.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
21.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
22.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
26.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
27.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
28.	Property tax paid receipt for the period 2017-18 in receipt No. 653065 dated 15.06.2017
29.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
30.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
31.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
32.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013

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33.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
34.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
35.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
36.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
37.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
38.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
39.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
40.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
41.	Encumbrance Certificates for the period 01.04.2024 to 31.07.2024 and 01.08.2024 to 30.11.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/7, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

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analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/7 (old No. 59/1, much earlier bearing No. 59) measuring 1 acre 2 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/7 (old No. 59/1, much earlier bearing No. 59) measuring 1 acre 2 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant*
   c) *We are given to understand that these documents are not available.*

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Sale Deed dated 24.08.2004, registered as Document No. DNH-1-01626/2004-05, stored in CD No. DNHD19, before the office of the Sub-Registrar, Devanahalli which bears out that Chikkavenkatashamappa, son of Poojari Venkata Bhovi which bears out that Chikkavenkatashamappa, son of Poojari Venkata Bhovi sold the Survey No. 59 measuring 1 acre 2 guntas in favour of Peddanna, son of late Chinnappa, Rathnamma, wife of late Chinnaswamy and Gopala, son of Marappa. The registration of the said sale deed is borne out in the Encumbrance Certificate for the period 01.04.1996 to 20.08.2011. The registration of the said sale deed is recorded in the Mutation Register bearing MR No. 30/2004-05 and the katha is transferred in the name of Chikkavenkataswamy.

9. We have perused a copy of Mutation Register bearing MR No. 78/2004-05 which bears out that as per the Sale Deed dated 09.06.2005, the katha of the Survey No. 59 measuring 1 acre 2 guntas was transferred in the name of Sreedhara Setty, son of Hanumanthappa Setty.

10. We have perused a copy of the Genealogical Tree of Peddanna, son of late Chinnappa which bears out that Peddanna and his wife Venkatamma had 7 children namely Pedakka, Chinnaswamy, Marappa, Marakka, Krishnamma, Lakshmi and Venkatamma.

11. We have perused a copy of the Genealogical Tree of Rathnamma, wife of late Chinnaswamy, which bears out that Chinnaswamy and his wife Rathnamma had four children namely Marakka, Narayana, Manjamma and Krishna.

12. We have perused a copy of the Sale Deed dated 09.06.2005, registered as Document No. DNH-1-01227/2005-06, stored in CD No. DNHD51 before the office of the Sub-Registrar, Devanahalli which bears out that (1) Peddanna along with family members namely Venkatamma had 7 children namely Pedakka, Chinnaswamy, Marappa, Marakka, Krishnamma, Lakshmi alias Lakshmamma and Venkatamma, along with children of (2) Marappa and family Gopala, Peddakka and Peddanna (3) Rathnamma wife of late Chinnaswamy and her children Narayana, Marakka, Manjamma (4) Krishna son of Rathnamma

being minor represented by her mother and natura guardian Rathnamma conveyed the land in Survey No.59 measuring 1 acre 2 guntas, in favour of Sreedhara Setty.

13. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

14. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/7 measuring 1 acre 2 guntas.

15. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/7 measuring 1 acre 2 guntas has been converted from agricultural use to non-agricultural/ commercial purposes. The conversion details are recorded in the mutation register extract in MR No.T9/2012-13.

16. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother in law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

17. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/7 measuring 1 acre 2 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 24.09.2012.

18. We have perused a copy of the Order Sheet and Memo filed in O.S. 421/2013 in the court of the Senior Civil Judge, Devanahalli, which bears out that, Marappa and others had filed a suit in No. O.S. 421/2013 in the court of the Senior Civil Judge, Devanahalli against Sreedhara Setty and others seeking for partition and separate possession of Survey No. 59/7. During the pendency of suit, the Memo dated 28.02.2014 has been filed by Marappa seeking an order to

dismiss the said suit as withdrawn. The Hon'ble Court accepted the said memo and dismissed the suit as not pressed on 28.02.2014. We have perused copies of Plaint, written statement and order sheet with respect to O.S.421/2013. We have not dealt in detail as the said suit was dismissed as withdrawn.

19. We have perused a copy of the Confirmation Deed dated 03.03.2014 registered as Document No. DNH-1-09885/2013-14, stored in C. D. No. DNHD373, before the office of the Sub Registrar, Devanahalli, which bears out that, Marappa, son of Peddanna and Lakshmamma alias Lakshmi, daughter of Peddanna confirmed and affirmed the Sale Deed executed in favour of Sreedhara Shetty with respect to Survey No. 59/7 measuring 1 acre 2 guntas.

    It is further observed that the cases in O.S Nos. 723/2014 and 260/2015 and 349/2015 before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/7.

20. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/7, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

21. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 59/7 and other properties mentioned therein.

22. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues ad that bi amount is now due with regard to Memorandum of Entry dated 30.12.2015.

23. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/7 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/7 and other properties forming a part of Park, Civic Amenities and Road in favour of

Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

24. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

25. We have perused copies of the RTC extracts for the period 1969-70 to 2009-10 and from 2011-12 to 2014-15 which bears out the names of relevant owners at relevant periods with respect to Survey No.59 and later Survey No.59/7

26. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 78/2004-05) as the owner and cultivator of 1 acre 2 guntas along with the owners of remaining portions of lands in same survey number.

27. We have perused copies of the RTCs in relation to Survey No. 59/7 measuring 21 guntas without kharab, for the period 2015-16 which bears out that the Survey No. 59/7 is categorized as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/7:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/7 measured 21 gunats without kharab kharab.

2. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

3. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas;

Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/7 measuring 1 acre 2 guntas.

4. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/7:

1. We have perused a copy of the Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59/7, measuring 1 acre 2 guntas.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 59/7.

Katha and Tax receipts with respect to Survey No. 59/7:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer,

Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/7

2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/7

Encumbrance certificates with respect to Survey No. 59/7:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

2. The Encumbrance Certificate for the period 01.04.1990 to 18.08.2005 which bears out relevant transactions with respect to land in Survey No. 59.

3. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1626 and Sale Deed dated 09.06.2005, registered as Document No. 1227 with respect to the land in Survey No. 59 (now numbered as 59/7).

4. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

5. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 59.

6. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797.

7. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/7, measuring 1 acre 2 guntas.

8. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/7, measuring 1 acre 2 guntas.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 59/7 (old No. 59/1, much earlier bearing No. 59) measuring 1 acre 2 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/7 (old No. 59/1, much earlier bearing No. 59) measuring 1 acre 2 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/7 (old No. 59/1, much earlier bearing No. 59) measuring 1 acre 2 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 95;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 59/6; and
South by	:	Land bearing Survey No. 59/8

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Mutation Register bearing MR No. 78/2004-05
5.	Mutation Register bearing MR No. 17/2011-12
6.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
7.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
8.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
9.	Order Sheet and Memo filed in O.S. 421/2013 in the court of the Senior Civil Judge, Devanahalli,
10.	Confirmation Deed dated 03.03.2014 registered as Document No. DNH-1-09885/2013-14, stored in C. D. No. DNHD373, before the office of the Sub Registrar, Devanahalli
11.	Mutation Register bearing MR No.H27/2014-15
12.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
13.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
14.	RTCs for the period from 2010-11 in relation to Survey No. 59

15.	RTCs for the period from 2015-16 in relation to Survey No. 59/7
16.	Karnataka revision settlement akarband extract
17.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2
18.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
19.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
20.	Village map of Hegganahalli
21.	Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk
22.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
23.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
24.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
25.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
27.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
28.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
29.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
30.	Property tax paid receipt for the period 2017-18 in receipt No. 653066 dated 15.06.2017
31.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990

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32.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
33.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
34.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
35.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 59/8, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
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Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 59/8 (old No. 59/1, much earlier bearing No. 59) measuring 30 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 59/8 (old No. 59/1, much earlier bearing No. 59) measuring 30 guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 59. The Survey No. 59 measuring 8 acres 11 guntas was an Inam land.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 172 which bears out the name of Sampangirama Shastry, son of Ramashastry as the owner of the Survey No. 59 measuring 8 acres 11 guntas, as he acquired by virtue of sale deed.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

   Note: We have not been provided with the copy of the following;
   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant.*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant.*
   c) *We are given to understand that these documents are not available.*

4. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

5. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3062/1968-69, Volume 1020, at Pages 74 to 75 before the office of the Sub-Registrar, Devanahalli, which bears out that C.R. Sampangirama Shastry, son of Ramashastry conveyed the land in Survey No. 59 measuring 12 acres 34 guntas in favour of Chikkavenkataswamy son of Poojari Venkata Bhovi. The registration of the said sale deed is borne out in the encumbrance certificate for the period 01.04.1960 to 31.03.1990.

6. In the aforesaid Sale Deed dated 30.12.1968, the extent of land conveyed is mentioned as 12 acres 34 guntas in Survey No. 59, However, as per survey and revenue records, the total extent of land in Survey No. 59 is 8 acres 11 guntas. Hence, Sampangirama Shastry could not have conveyed more than what he owned and also even though 12 acres 34 guntas is sold, Chikkavenkataswamy was in possession of 8 acres 11 guntas which he had dealt with as owner thereof.

7. We have perused a copy of the Record of Rights bearing RR No. 396 which bears out that as per the Sale Deed dated 30.12.1968, the name of Chikkavenkataswamy was entered as the owner of the Survey No. 59 measuring 8 acres 11 guntas.

8. We have perused a copy of the Gift Deed dated 24.08.2004, registered as Document No. DNH-1-01628/2006-07, stored in CD No. DNHD19 before the office of the Sub-Registrar Devanahalli which bears out that Chikkavenkataswamy, son of Poojari Venkata Bhovi gifted the portion of Survey No. 59, measuring 30 guntas in favour of his daughter in law, Yellamma, wife of late Venkatappa. The registration of the said gift deed is borne out in the Encumbrance Certificate for the period 01.04.1996 to 20.08.2011. The factum of the said gift deed is recorded in the mutation register extract in MR No.31/2004-05.

9. We have perused a copy of the Sale Deed dated 09.06.2005, registered as Document No. DNH-1-01226/2005-06, stored in CD No. DNHD51 before the office of the Sub-Registrar, Devanahalli which bears out that Yellamma and others sold the Survey No. 59 measuring 30 guntas in favour of Sreedhara Setty, son of Hanumanthappa Setty. The registration of the said sale deed is borne out in the Encumbrance Certificate for the period 01.04.1996 to 20.08.2011.

10. We have perused a copy of the Mutation Register bearing MR No. 79/2004-05 which bears out the registration of the said sale deed dated 09.06.2005 and the katha was registered ad transferred in the name of Sreedhara Setty.

11. It is observed that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The portion of land held by Sreedhara Setty along with other owners with respect to their portion of land is assigned as Survey No. 59/1.

12. We have perused a copy of the Mutation Register bearing MR No. 17/2011-12 which bears out that, the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No.

59/8 measuring 30 guntas. The land purchased by Sreedhara Setty, son of Hanumanthappa Setty is assigned as Survey No. 59/8 measuring 30 guntas.

13. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 59/8 measuring 30 guntas has been converted from agricultural use to non-agricultural/ commerial purposes. The details of the said conversion order is recorded in the mutation register extract in MR No.T9/2012-13.

14. We have perused a copy of the General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar which bears out that Sreedhara Setty, son of Hanumanthappa Setty authorised and empowered his brother in law V.S. Aravindan to sell any property in his name around the Bangalore/Karnataka/India.

15. We have perused a copy of the Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Sreedhara Setty, son of Hanumanthappa Setty (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 59/8 measuring 30 guntas in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 24.09.2012.

    It is further observed that the cases in O.S Nos. 723/2014 and 260/2015 and 371/2015 before the Civil Judge (Sr. Dn.), Devanahalli are filed with respect to Survey No. 59/8.

16. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 59/8, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

17. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 59/8 and other properties mentioned therein.

18. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues ad that bi amount is now due with regard to Memorandum of Entry dated 30.12.2015.

19. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 59/8 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 59/8 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

20. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

21. We have perused copies of the RTC extracts for the period 1969-70 to 2009-10 and from 2011-12 to 2014-15 which bears out the names of relevant owners at relevant periods with respect to Survey No.59 and later Survey No.59/8

22. We have perused copies of the RTCs in relation to Survey No. 59 measuring 8 acres 11 guntas without kharab, for the period from 2010-11 which bears out the name of Sreedhara Setty (as per MR No. 79/2004-05) as the owner and cultivator of 30 along with the owners of remaining portions of lands in same survey number.

23. We have perused copies of the RTCs in relation to Survey No. 59/8 measuring 30 guntas without kharab, for the period 2015-16 which bears out that the Survey No. 59/8 is categorized as NAK (as per MR No. H27/2014-15).

Survey documents with respect to Survey No.59/8:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 59/8 measured 30 guntas without kharab land.

2. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 59, measuring 8 acres 11 guntas has been sub-divided into 2 portions, i.e., Survey No. 59/1 measuring 4 acres 38 guntas and Survey No. 59/2 measuring 3 acres 13 guntas. The name of Sreedhara Setty is entered as the owner of Survey No. 59/1 along with the owners of remaining portions of lands in same survey number.

3. We have perused a copy of the RR Pakka Book, which bears out that the the Survey No. 59/1 measuring 4 acres 38 guntas is further bifurcated into 7 seven portions, i.e., Survey No. 59/1 measuring 1 acre 2 guntas; Survey No. 59/3 measuring 21 guntas; Survey No. 59/4 measuring 21 guntas; Survey No. 59/5 measuring 21 guntas; Survey No. 59/6 measuring 21 guntas; Survey No. 59/7 measuring 1 acre 2 guntas and Survey No. 59/8 measuring 30 guntas. The name of Sreedhara Setty, son of Hanumanthappa Setty is entered as the owner of Survey No. 59/8 measuring 30 guntas.

4. We have perused a copy of the Atlas showing bifurcation of Survey No. 59/1 into 59/3 to 59/8.

5. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 59 formed part of the said village.

Endorsements with respect to Survey No. 59/8:

1. We have perused a copy of the Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 59/8, measuring 30 guntas.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which

bears out that there were no acquisitions by the said authority with respect to Survey No. 59 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 59 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 59/8.

Katha and Tax receipts with respect to Survey No. 59/8:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 59/8

2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 59/8

Encumbrance certificates with respect to Survey No. 59/8:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1990 which bears out registration of Sale Deed dated 30.12.1968 registered as Document No. 3062 with respect to the land in Survey No. 59.

2. The Encumbrance Certificate for the period 01.04.1990 to 18.08.2005 which bears out relevant transactions with respect to land in Survey No. 59.

3. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out several entries out of which the registration of Sale Deed dated 24.08.2004, registered as Document No. 1628 and Sale Deed dated 09.06.2005, registered as Document No. 1226 with respect to the land in Survey No. 59 (now numbered as 59/8).

4. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 59.

5. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears registration of Sale Deed dated 24.09.2012 registered as Document No. 3797.

6. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out one entry and those entry not related to the land in Survey No. 59/8, measuring 30 guntas.

7. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

8. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out one entry and those entry not related to the land in Survey No. 59/8, measuring 30 guntas.

9. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

10. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

11. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

12. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

13. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

14. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

15. The Encumbrance Certificate for the period 01.08.2024 to 30.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 59/8, measuring 30 guntas.

<u>It is advisable to obtain the following document:</u>

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, is the owner of the converted land in Survey No. 59/8 (old No. 59/1, much earlier bearing No. 59) measuring 30 guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-16 12:49:23

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 59/8 (old No. 59/1, much earlier bearing No. 59) measuring 30 guntas

All that piece and parcel of the commercially converted land in Survey No. 59/8 (old No. 59/1, much earlier bearing No. 59) measuring 30 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 96;
West by	:	Land bearing Survey No. 60/1;
North by	:	Land bearing Survey Nos. 59/7; and
South by	:	Land bearing Survey No. 59/1.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 172
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Record of Rights bearing RR No. 396
4.	Mutation Register bearing MR No. 17/2011-12
5.	Official Memorandum dated 23.08.2012 in No. ALN:SR(De Ku)103/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
6.	General Power of Attorney dated 22.08.2008 registered as Document No. GNR-4-00071/2008-09, stored in CD No. GNRD3, in the office of the Sub-Registrar, Ganganagar
7.	Sale Deed dated 24.09.2012 registered as Document No. DNH-1-03797/2012-13, stored in C.D. No DNHD285, before the office of the Sub-Registrar, Devanahalli
8.	Mutation Register bearing MR No.H27/2014-15
9.	Memorandum of Entry dated 30.12.2015 executed by M/s. Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
10.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
11.	RTCs for the period from 2010-11 in relation to Survey No. 59
12.	RTCs for the period from 2015-16 in relation to Survey No. 59/8
13.	Karnataka revision settlement akarband extract
14.	Hissa Tippany and RR Pakka Book with respect to Survey No. 59/1 and 59/2

15.	RR Pakka Book with respect to Survey No. 59/1 into 59/3 to 59/8
16.	Atlas with respect to Survey No. 59/1 into 59/3 to 59/8
17.	Village map of Hegganahalli
18.	Nil Tenancy Endorsement dated 05.07.2016 in No. RD0038367034112 issued by the Tahsildar, Devanahalli Taluk
19.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
20.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
21.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
22.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
23.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012
25.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015
26.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016
27.	Property tax paid receipt for the period 2017-18 in receipt No. 653067 dated 15.06.2017
28.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1990
29.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
30.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
31.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013

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32.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
33.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
34.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
35.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
36.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
37.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
38.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
39.	Encumbrance Certificates for the period 01.04.2024 to 31.07.2024 and from 01.08.2024 to 30.11.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 94, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 94 (old Survey No. 51/P51) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 94 (old Survey No. 51/P51) measuring 20 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Venkata Bovi, son of Chinnaswamy was granted 20 guntas of land in Survey No. 51 (Block No. 51) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Venkata Bovi had paid the amount of Rs. 268/- to the Government in respect of the 20 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 20 guntas to Venkata Bovi, son of Chinnaswamy. It is further observed from the Official Memorandum dated 16.06.1997 that, Venkata Bovi belongs to scheduled caste community.

4. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 issued by the Village Accountant which bears out that in term of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97, the name of Venkata Bovi, son of Chinnaswamy was registered as occupant with respect to portion of Survey No. 51, measuring 20 guntas.

5. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 20 guntas in Survey No. 51, identified as Block No. 51, was in possession and cultivation of Venkata Bovi.

6. We have perused a copy of the Genealogical Tree of Venkatappa alias Venkata Bovi attested by the Village Accountant which bears out that Venkata Bovi (dead) and his wife Muniyamma had three children namely (1) Krishna (2) Marappa and (3) Venkataswamy.

7. We have perused the copy of the Mutation Register bearing MR No. 19/2000-01, Which bears out that after the death of Venkata Bovi, (records that Venkata Boci passed away 2 years ago) the khata with respect to the land in Survey No. 51, Block 51, measuring 20 guntas has been transferred and registered in the name of his wife, Muniyamma vide Mutation Register bearing MR No. 19/2000-01.

8. It is observed that Venkata Bovi @ Venkatappa applied to the Government seeking permission for sale of the Survey No. 51, Block 51, measuring 20 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

9. It is stated in the Official Memorandum dated 25.05.2005 that, the Deputy Commissioner, Bengaluru Rural District has intimated Venkata Bovi @ Venkatappa to pay 50% of the market value of the property (Rs.30,000/-) vide the Intimation Letter in No. LND(De) CR 114 of 2004-05 dated 17.05.2005.

10. We have perused a copy of the Receipt dated 19.05.2005 issued by the State Bank of Mysore which bears out that Venkata Bovi @Venkatappa has paid sum of Rs.30,000/- to the Government for sale permission for sale of the Survey No. 51, Block 51.

11. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Venkata Bovi @Venkatappa regarding grant of permission by the Government for sale of the Survey No. 51 measuring 20 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Venkata Bovi @Venkatappa should invests the sale consideration received to purchase some other land and (3) Venkata Bovi @Venkatappa should sell the lands as per the prevailing market value.

12. We have perused a copy of the General Power of Attorney dated 19.02.2005, registered as Document No. DNH-4-00127/2004-05, stored in CD No. DNHD38 before the office of the

Sub-Registrar, Devanahalli which bears out thatMuniyamma, wife of late Venkata Bovi @Venkatappa and her children, (1)Krishna, (2) Marappa and (3) Venkataswamy, empowered and authorized Sridhar Shetty to sell and to do all necessary acts and deeds with respect to Survey No.51/P51 measuring 20 guntas.

13. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1108/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that (1) Muniyamma, wife of late Venkata Bovi @Venkatappa along with her children namely, Krishna, Marappa and Venkataswamy (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P51measuring 20 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar). The registration of the said deed is borne out in the encumbrance certificates for the period 01.04.1995 to 08.03.2011 and 01.04.2005 to 16.06.2008 and from 01.04.2005 to 06.12.2007.

14. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

15. We have perused a copy of the Mutation Register bearing MR No.111/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P51, measuring 20 guntas has been transferred and registered to the name of C. Mukundarajan.

16. We have perused a copy of the Mutation Register bearing MR No. 16/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P51 has been deleted as per the Order dated 12.10.2004 in No. LND(DH)CR/112/111/114/04 issued by the Deputy Commissioner

17. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Venkata Bovi is numbered as Survey No. 94 measuring 20 guntas.

18. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 94, measuring 20 guntas has been transferred and registered to the name of C. Mukundarajan.

19. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P51 measuring 20 guntas and other properties for commercial purposes from residential use.

20. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P51 measuring 20 guntas and other properties for commercial purposes from residential use.

21. We have perused a copy of the Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 94 measuring 20 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

22. We have perused a copy of the Mutation Register bearing MR No. T24/2012-13 which bears out the conversion of Survey No. 94 measuring 20 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13.

23. We have perused a copy of the Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03706/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 94 (old No. 51/P51) measuring 20 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

24. We have perused a copy of the Confirmation Deed dated 30.07.2013 registered as Document No. DNH-1-03525/2013-14, stored in CD No. DNHD338, before the office of the Sub-Registrar, Devanahalli which bears out that Venkatamma and Rajamma both daughters of late Venkata Bovi @ Venkatappa confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan. Further, they have confirmed that they do not have right, title and interest over the said property.

25. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

26. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 94 and other properties mentioned therein.

27. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues ad that bi amount is now due with regard to Memorandum of Entry dated 30.12.2015.

28. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 94 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 94 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

29. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

30. We have perused copies of the RTC extracts in relation to Survey No. 51 (block) measuring 20 guntas without kharab, for the period from 1997-98 to 2000-01 which bears out the name of C. Mukundarajan (as per MR No. 6/97-98 and IHR 13/2001) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 51P51 measuring 15 guntas without kharab land, for the period from 2001-02 to 2003-04 which bears out the name of Muniyamma wife of late Venkatabhovi Peddanna son of Marobhovi (as per MR No.6/97-98) as the owner and cultivator.

32. We have perused copies of the RTCs in relation to Survey No. 94 measuring 20 guntas without kharab, for the period from 2004-05 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 111/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.94:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 94 measured 20 guntas without kharab land.

2. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Katha and Tax receipts with respect to Survey No. 94:

3. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 and 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 94

4. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 94

Encumbrance certificates with respect to Survey No. 94:

1. The Encumbrance Certificates for the periods 01.04.1997 to 31.03.2018 and 01.04.2018 to 25.07.2021, and 20.07.2021 to 31.03.2024, which bears out nil encumbrances with respect to the land in Survey No. 94 (94 (old Survey No. 51/P51)

2. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 and from 01.08.2024 to 10.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 94

Common document:

3. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with /Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 94 (old Survey No. 51/P51) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe6876b3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 12:57:25

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 94 (old Survey No. 51/P51) measuring 20 guntas:

All that piece and parcel of the commercially converted land in Survey No. 94 (old Survey No. 51/P51) measuring 20 guntas (converted vide Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 99;
West by	:	Hegganahalli village border;
North by	:	Land bearing Survey Nos. 93; and
South by	:	Land bearing Survey No. 95

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Receipt dated 19.05.2005
5.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 issued by the Deputy Commissioner, Bengaluru Rural District
6.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1108/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli
7.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
8.	Mutation Register bearing MR No.111/2004-05
9.	Mutation Register bearing MR No. 16/2008-09
10.	Phody Report of Survey No. 51
11.	Mutation Register bearing MR No.6/2010-11
12.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
13.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
14.	Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District

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15.	Mutation Register bearing MR No. T24/2012-13
16.	Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03706/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli
17.	Confirmation Deed dated 30.07.2013 registered as Document No. DNH-1-03525/2013-14, stored in CD No. DNHD338, before the office of the Sub-Registrar, Devanahalli
18.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
19.	Memorandum of Entry dated 30.12.2015
20.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
21.	RTCs for the period from 2010-11 to 2015-16
22.	Village map of Nagamangala
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
27.	Property tax paid receipts for the period 2012-13 in Receipt No. 134364 dated 29.10.2012
28.	Property tax paid receipts for the period 2015-16 in Receipt No. 442183 dated 28.09.2015
29.	Property tax paid receipts for the period 2016-17 in Receipt No. 451498 dated 16.06.2016

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30.	Property tax paid receipts for the period 2017-18 in Receipt No. 653337 dated 10.07.2017
31.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 95, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Housiey.com

To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 95 (old Survey No. 51/P52) measuring 15 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 95 (old Survey No. 51/P52) measuring 15 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Peddanna, son of Mara Bovi was granted 15 guntas of land in Survey No. 51 (Block No. 52) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Peddanna had paid the amount of Rs. 200/- to the Government in respect of the 15 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 15 guntas to Peddanna, son of Mara Bovi. It is further observed from the Official Memorandum dated 16.06.1997 that, Peddanna, son of Mara Bovi belongs to scheduled caste community

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 15 guntas in Survey No. 51, identified as Block No. 52, was in possession and cultivation of Peddanna.

It is observed that, after the death of Peddanna, the khata with respect to the land in Survey No. 51, Block 52, measuring 15 guntas has been transferred and registered in the name of his son, Krishna vide Mutation Register bearing MR No. 28/2004-05.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of Peddanna with respect to portion of land in Survey No. 51.

6. We have perused a copy of the genealogical tree of Peddanna which bears out that Peddanna and his wife Thimakka had four children namely Venkataswamy, Krishna, Marappa and Muniyappa.

7. We have perused a copy of the Mutation Register bearing MR No. 28/2004-05 which bears out that after the death of Peddanna the katha with respect to land in Survey No.51/P51 measuring 15 guntas was transferred and registered in the name of Krishnappa son of late Peddanna.

8. It is observed that Peddanna, son of Mara Bovi applied to the Government seeking permission for sale of the Survey No. 51/P52, measuring 15 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

9. We have perused a copy of the Mutation Register bearing MR No. 70/2004-05 which bears out that the khata with respect to the land in Survey No. 51/P52, measuring 15 guntas has been transferred and registered in the name of Krishna alias Krishnappa, son of Peddanna.

10. We have perused a copy of the official memorandum dated 25.05.2005 passed in No.LND (De) CR 110/04-05 which bears out that permission was accorded in favour of Peddanna to sell the land in Survey No. 51/P52, measuring 15 guntas with certain terms and conditions stipulated therein.

11. We have perused a copy of the General Power of Attorney dated 17.02.2005, registered as Document No. DNH-4-00121/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli which bears out that Rathnamma, wife of late Venkataswamy, Krishna, Marappa and Muniyappa, all sons of Peddanna authorized and empowered Sridhar Shetty to sign and execute any deed of conveyance/s in favour of purchaser/s or their nominees with respect to Survey No. 51/P52, measuring 15 guntas.

12. We have perused a copy of the Sale Deed dated 01.06.2005, registered as Document No. DNH-1-1122/2005-06, stored in C.D. No. DNHD51, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna alias Krishnappa, son of Peddanna, Rathnamma, wife

of late Venkataswamy, Marappa and Muniyappa, both sons of Peddanna (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P52 measuring 15 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

13. We have perused a copy of the Mutation Register bearing MR No.121/2004-05 which bears out that, as per Sale Deed dated 01.06.2005 the khata with respect to the land in Survey No. 51/P52 measuring 15 guntas has been transferred and registered to the name of Krishna Kumar.

14. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Peddanna is numbered as Survey No. 95 measuring 15 guntas.

15. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 95 measuring 15 guntas has been transferred and registered to the name of Krishna Kumar.

16. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P52 measuring 15 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P52 measuring 15 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 95 measuring 15 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

19. We have perused a copy of the Mutation Register bearing MR No. T28/2012-13 which bears out the conversion of Survey No. 95 measuring 15 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13.

20. We have perused a copy of the Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03674/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar,

Devanahalli which bears out that Krishna Kumar sold the Survey No. 95 (old No. 51/P52) measuring 15 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

21. We have perused a copy of the Plaint, Order Sheet and Memo filed in O.S. 120/2014 in the court of the Senior Civil Judge and JMFC, Devanahalli, which bears out that, Muniyamma and Marakka, both daughters of late Peddanna, Muniraja, Subbarayappa and Ravi, all sons of late Venkataswamy had filed a suit in No. O.S. 120/2014 in the court of the Senior Civil Judge and JMFC, Devanahalli against Rathnamma and others seeking for partition and separate possession of Survey No. 95. During the pendency of suit, the Memo dated 16.12.2014 has been filed by Muniyamma and others seeking an order to dismiss the said suit as not pressed as the matter is settled. The Hon'ble Court accepted the said memo and dismissed the suit as not pressed on 16.12.2014.

22. We have perused a copy of the Confirmation Deed dated 17.12.2014 registered as Document No. DNH-1-07737/2014-15, stored in CD No. DNHD484, before the office of the Sub-Registrar, Devanahalli which bears out that Muniyamma and Marakka, both daughters of late Peddanna, Muniraja, Subbarayappa and Ravi, all sons of late Venkataswamy confirmed and affirmed the execution of the sale deed in favour of Krishna Kumar. Further, they have confirmed that they do not have right, title and interest over the said property.

23. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

24. We have perused a copy of the Order dated 18.01.2014 in No. P.T.C.L:S.R (De) 31/2011-12 which bears out that the legal heirs of Peddanna namely Rathnamma and others filed an application in No. P.T.C.L:S.R (De) 31/2011-12, before the Court of the Assistant Commissioner, Doddaballapura Sub-Division seeking for restoration of Survey No. 51/P52 measuring 15 guntas (new No. 95) under the section 5 of the Karnataka Schedule Caste and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978. The Assistant Commissioner, by the Order dated 18.01.2014 rejected the application on the ground that they have obtained permission from the government for sale of the said property.

25. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 95 and other properties mentioned therein.

26. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

27. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 95 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 95 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

28. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

29. We have perused copies of the RTCs in relation to Survey No. 51, Block 52 measuring 15 guntas without kharab, for the period from 1997-98 to 2003-04 which bears out the name of Peddanna (as per MR No. 6/1997-98) as the owner and cultivator.

30. We have perused copies of the RTCs in relation to Survey No. 95 measuring 15 guntas without kharab which bears out the name of Krishna Kumar (as per MR No. 121/2004-05) as the owner and cultivator.

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Survey documents with respect to Survey No.95:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 95 measured 15 guntas without kharab land.

2. We have perused copy of the LR Tippany which bears out that the land which was granted to Peddanna is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 95, measures 15 guntas without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 95:

4. We have perused a copy of the Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 95.

Katha and Tax receipts with respect to Survey No. 95:

5. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 95

6. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2013-14, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 95

Encumbrance certificates with respect to Survey No. 95:

1. The Encumbrance Certificate for the period period 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out relevant transactions and otherwise bear out nil encumbrances with respect to the land in Survey No. 95.

Litigation: the said suit is pending, and the detail of the said suit is detailed in Litigation table.

O.S No. 466/2016 – Muniyappa and Ors. v. Rathnamma and Ors with regard to Survey No.95

Common document:

2. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by /s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme /s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited)*, is the owner of the converted land in Survey No. 95 (old Survey No. 51/P52) measuring 15 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-16 13:02:00

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 95 (old Survey No. 51/P52) measuring 15 guntas

All that piece and parcel of the commercially converted land in Survey No. 95 (old Survey No. 51/P52) measuring 15 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 100;
West by	:	Hegganahalli village border;
North by	:	Land bearing Survey Nos. 94; and
South by	:	Land bearing Survey No. 96

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Mutation Register bearing MR No. 70/2004-05
5.	General Power of Attorney dated 17.02.2005, registered as Document No. DNH-4-00121/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli
6.	Sale Deed dated 01.06.2005, registered as Document No. DNH-1-1122/2005-06, stored in C.D. No. DNHD51, before the office of the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No.121/2004-05
8.	Phody Report of Survey No. 51
9.	Mutation Register bearing MR No.6/2010-11
10.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
11.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
12.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
13.	Mutation Register bearing MR No. T28/2012-13
14.	Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03674/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli

15.	Plaint, Order Sheet and Memo filed in O.S. 120/2014 in the court of the Senior Civil Judge and JMFC, Devanahalli
16.	Confirmation Deed dated 17.12.2014 registered as Document No. DNH-1-07737/2014-15, stored in CD No. DNHD484, before the office of the Sub-Registrar, Devanahalli
17.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
18.	Order dated 18.01.2014 in No. P.T.C.L:S.R (De) 31/2011-12
19.	Memorandum of Entry dated 30.12.2015
20.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
21.	RTCs for the period from 1997-98 to 2003-04 in relation to Survey No. 51, Block 52
22.	RTCs in relation to Survey No. 95
23.	Karnataka revision settlement akarband extract
24.	LR Tippany
25.	Village map of Nagamangala
26.	Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
27.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
28.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
29.	Property tax paid receipts for the period 2012-13 in Receipt No. 134364 dated 29.10.2012
30.	Property tax paid receipts for the period 2013-14 in Receipt No. 383307 dated 26.03.2014

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31.	Property tax paid receipts for the period 2015-16 in Receipt No. 442183 dated 28.09.2015
32.	Property tax paid receipts for the period 2016-17 in Receipt No. 451498 dated 16.06.2016
33.	Property tax paid receipts for the period 2017-18 in Receipt No. 653343 dated 10.07.2017
34.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 96, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 96 (old Survey No. 51/P53) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 96 (old Survey No. 51/P53) measuring 20 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Mara Bovi son of Chinnaswamy was granted 20 guntas of land in Survey No. 51 (Block No. 53) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Mara Bovi had paid the amount of Rs. 225/- to the Government in respect of the 20 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 20 guntas to Mara Bovi, son of Chinnaswamy. It is further observed from the Official Memorandum dated 16.06.1997 that, Mara Bovi, son of Chinnaswamy belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 20 guntas in Survey No. 51, identified as Block No. 53, was in possession and cultivation of Mara Bovi.

5. We have perused a copy of the mutation register extract in MR No.6/1997-98 which bears out that the name of Mara Bovi is registered as owner of 20 guntas in Survey No. 51, identified as Block No.53.

6. We have perused a copy of the Genealogical Tree of Mara Bovi, son of Chinnaswamy attested by the Village Accountant which bears out that Mara Bovi and his wife Salamma had four children namely Venkatappa, Marappa, Ramesh and Gangamma.

7. It is observed that Mara Bovi applied to the Government seeking permission for sale of the Survey No. 51, Block 53, measuring 20 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. It is stated in the Official Memorandum dated 25.05.2005 that, the Deputy Commissioner, Bengaluru Rural District has intimated Mara Bovi to pay 50% of the market value of the property (Rs.30,000/-) vide the Intimation Letter.

9. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Mara Bovi regarding grant of permission by the Government for sale of the Survey No. 51 measuring 20 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Mara Bovi should invests the sale consideration received to purchase some other land and (3) Mara Bovi should sell the lands as per the prevailing market value.

10. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1101/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Mara Bovi, son of Chinnaswamy along with his wife, children and daughter in law namely, Salamma, Venkatappa, Marappa, Ramesh and Gangamma, wife of Venkatappa (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P53 measuring 20 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar).

11. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C.Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

12. We have perused a copy of the General Power of Attorney dated 18.02.2005, registered as Document No. DNH-4-00125/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli which bears out that Mara Bovi, Salamma, Venkatappa, Marappa, Ramesh and Gangamma authorised and empowered Sridhar Shetty to sell and to do all necessary acts and deeds with respect to said land.

13. We have perused a copy of the Mutation Register bearing MR No.110/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P53, measuring 20 guntas has been transferred and registered to the name of C. Mukundarajan.

14. We have perused a copy of the Mutation Register bearing MR No. 16/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P53 has been deleted as per the Order dated 12.10.2004 in No. LND(DH)CR/112/11 1/114/04 issued by the Deputy Commissioner

15. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Mara Bovi is numbered as Survey No. 96 measuring 20 guntas.

16. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 96, measuring 20 guntas has been transferred and registered to the name of C. Mukundarajan.

17. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P53 measuring 20 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P53 measuring 20 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.) SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 96 measuring 20 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

20. We have perused a copy of the Mutation Register bearing MR No. T24/2012-13 which bears out the conversion of Survey No. 96 measuring 20 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.) SR. 1/2012-13.

21. We have perused a copy of the Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03709/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 96 (old No. 51/P53) measuring 20 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

22. We have perused a copy of the Confirmation Deed dated 01.07.2013 registered as Document No. DNH-1-02667/2013-14, before the office of the Sub-Registrar, Devanahalli which bears out that Marakka, Venkatamma, Ramakka, Peddakka alias Chikkapillakka and Chinnakka, all daughters of Mara Bovi confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan. Further, they have confirmed that they do not have right, title and interest over the said property.

23. We have perused copies of the Plaint, Order Sheet and Memo in O.S. No. 1125/2006 (old No. 53/2005) filed before the Court of Civil Judge (Sr Dv) and JMFC, Devanahalli by Mara Bhovi and others against Sridhar Shetty. The said Mara Bhovi filed suit asking for relief claimed to declare the alleged power of attorney dated 18.02.2005 registered as document No. 125/04-05 and restraining defendants their agents and others in interfering with peaceful possession of enjoyment of the suit schedule property. The said suit was dismissed as the parties filed a memo of withdrawal as settled out of Court. We have not dealt in detail as the said suit is dismissed.

24. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

25. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 96 and other properties mentioned therein.

26. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

27. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 96 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 96 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

28. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

29. We have perused copies of the RTCs in relation to Survey No. 96 measuring 20 guntas without kharab, for the period from 2010-11 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 110/2004-05) as the owner and cultivator.

<u>Survey documents with respect to Survey No.96:</u>

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 96 measured 20 guntas without kharab land.

2. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Katha and Tax receipts with respect to Survey No. 96:

3. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 and 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 96

4. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 96.

Encumbrance certificates with respect to Survey No. 96:

1. The Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 96

Litigation: the suit is pending, and the detail of the suit is detailed in Litigation table.

1. O.S No. 305/2015 – Babu and Ors v. Marappa and Another with regard to Survey No.96.

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 96 (old Survey No. 51/P53) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 96 (old Survey No. 51/P53) measuring 20 guntas:

All that piece and parcel of the commercially converted land in Survey No. 96 (old Survey No. 51/P53) measuring 20 guntas (converted vide Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 100;
West by	:	Hegganahalli village border;
North by	:	Land bearing Survey Nos. 95; and
South by	:	Land bearing Survey No. 97

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 issued by the Deputy Commissioner, Bengaluru Rural District
5.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1101/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli
6.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No.110/2004-05
8.	Mutation Register bearing MR No. 16/2008-09
9.	Phody Report of Survey No. 51
10.	Mutation Register bearing MR No.6/2010-11
11.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
12.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
13.	Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
14.	Mutation Register bearing MR No. T24/2012-13

15.	Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03709/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli
16.	Confirmation Deed dated 01.07.2013 registered as Document No. DNH-1-02667/2013-14, before the office of the Sub-Registrar, Devanahalli
17.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
18.	Memorandum of Entry dated 30.12.2015
19.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
20.	RTCs for the period from 2010-11 to 2015-16
21.	Karnataka revision settlement akarband extract
22.	Village map of Nagamangala
23.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
27.	Property tax paid receipts for the period 2012-13 in Receipt No. 134364 dated 29.10.2012
28.	Property tax paid receipts for the period 2015-16 in Receipt No. 442183 dated 28.09.2015
29.	Property tax paid receipts for the period 2016-17 in Receipt No. 451498 dated 16.06.2016

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30.	Property tax paid receipts for the period 2017-18 in Receipt No. 659276 dated 20.11.2017
31.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 99, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 99 (old Survey No. 51/P44) measuring 30 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 99 (old Survey No. 51/P44) measuring 30 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Muniyappa, son of Munishamappa was granted 30 guntas of land in Survey No. 99 (old Survey No. 51/P44) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Muniyappa, son of Munishamappa had paid the amount of Rs. 653/- to the Government in respect of 30 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 30 guntas to Muniyappa, son of Munishamappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Muniyappa, son of Munishamappa belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey

No. 51. An extent of 30 guntas in Survey No. 51, identified as Block No. 44 was in possession and cultivation of Muniyappa, son of Munishamappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 44, measuring 30 guntas has been transferred and registered in the name of Muniyappa.

6. It is observed that Muniyappa applied to the Government seeking permission for sale of the Survey No. 51, Block 44, measuring 30 guntas as stipulated under the provision of the Karnataka Land Grant Rules. We have perused a copy of the intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Muniyappa, son of Munishamappa to pay 50% of the market value of the property (Rs.45000/-).

7. We have perused a copy of the Receipt dated 27.09.2004 issued by the State Bank of Mysore which bears out that Muniyappa, son of Munishamappa has paid sum of Rs. 45000/- to the Government for sale permission for sale of the Survey No. 51, Block 44.

8. We have perused a copy of the Official Memorandum dated 12.10.2004 in No. LND(De)CR 111/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Muniyappa regarding grant of permission by the Government for sale of the Survey No. 51 measuring 30 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Muniyappa should invests the sale consideration received to purchase some other land and (3) Muniyappa should sell the lands as per the prevailing market value.

9. We have perused a copy of the genealogical tree of Muniyappa, son of Munishamappa sworn by way of affidavit before the notary public dated 10.03.2015 which bears out that, Muniyappa was married to Munikempamma and they have four sons namely, Munikrishnappa, Anjanappa, Devaraj and Byregowda. Munikrishnappa is married to Saraswathamma and theh have two children namely, Kishore and Kiran. Anjanappa is married to Savitha and they have two children namely, Sangeetha and Ankita. Devaraj is married to Neela and they have a son by name Gagana. Byregowda is married to H.N. Munirathna and they have a daughter by name, Keerthana.

10. We have perused a copy of the Sale Deed dated 17.01.2005, registered as Document No. DNH-1-04191/2004-05, stored in C.D. No. DNHD34, before the office of the Sub-Registrar, Devanahalli which bears out that Muniyappa, son of Munishamappa along with his wife and children namely, Kempamma, Munikrishnappa, Anjanappa, Devaraj and Byregowda sold the

Survey No. 51/P44 measuring 30 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar). The Encumbrance Certificate for the period 01.04.2004 to 06.12.2007 bears out registration of Sale Deed dated 17.01.2005.

11. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

12. We have perused a copy of the Mutation Register bearing MR No.75/2004-05 which bears out that, as per Sale Deed dated 17.01.2005, the khata with respect to the land in Survey No. 51/P44 measuring 30 guntas has been transferred and registered to the name of C. Mukundarajan.

13. We have perused a copy of the Official Memorandum dated 01.04.2005 in No. ALN:SR: De:230/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P44 measuring 30 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

14. We have perused a copy of the Mutation Register bearing MR No. 98/2004-05 which bears out the conversion of Survey No. 51/P44 measuring 30 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 01.04.2005 in No. ALN:SR: De:230/2004-05.

15. We have perused a copy of the Sale Deed dated 03.05.2005, registered as Document No. DNH-1-00769/2005-06, stored in CD No. DNHD48, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 51/P44 measuring 30 guntas in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan. The Encumbrance Certificate for the period 01.04.2004 to 06.12.2007 bears out registration of Sale Deed dated 03.05.2005.

16. We have perused a copy of the Confirmation Deed dated 10.04.2015 registered as Document No. DNH-1-00264/2015-16, stored in CD No. DNHD538, before the office of the Sub-Registrar, Devanahalli which bears out that, Saraswathamma, wife of Munikrishnappa, Kishore and Kiran, both children of Munikrishnappa, Savitha, wife of Anjanappa, Neela, wife of Devaraj and H.N. Munirathna, wife of Byregowda confirmed and affirmed the execution of the

sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan) with respect to Survey No. 51/P44. Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P44. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 bears out registration of Confirmation Deed dated 10.04.2015.

17. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

18. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Muniyappa is numbered as Survey No. 99 measuring 30 guntas.

19. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 99 measuring 30 guntas has been transferred and registered to the name of C. Mukundarajan.

20. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P44 measuring 30 guntas and other properties for commercial purposes from residential use.

21. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P44 measuring 30 guntas and other properties for commercial purposes from residential use.

22. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 99 measuring 30 guntas has been converted from residential purposes to commercial purposes.

23. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears

out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

24. We have perused a copy of the Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P44 measuring 30 guntas along with other properties in favour of Rajesh Exports Limited.

25. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 bears out registration of Redemption of Mortgage dated 27.04.2010.

26. We have perused a copy of the Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P44 measuring 30 guntas along with other properties in favour of Indiabulls Financial Services Limited.

27. We have perused a copy of the Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Indiabulls Financial Services Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

28. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 99 and other properties mentioned therein.

29. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

30. We have perused copies of the RTCs in relation to Survey No. 51, Block 44 measuring 30 guntas without kharab. For the period 1997-98 to 2003-04 which bears out the name of Muniyappa (as per MR No. 6/1997-98) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 51, Block 44 measuring 30 guntas without kharab. For the period 2004-05 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 75/2004-05) as the owner and cultivator.

32. We have perused copies of the RTCs in relation to Survey No. 99 measuring 30 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 98/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.99:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 99 measured 30 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Muniyappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 99 measures 30 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 99:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034036 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No.99.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 99 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No.

99 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 99.

Katha and Tax receipts with respect to Survey No. 99:

4. We have perused a copy of the M.R. No. 106/2005-06 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk, which bears out that as per Sale Deed dated 01.04.2005, the name of Swire Investments Private Limited is entered as the owner/katha holder of Survey No. 99 in the records of Jalige Grama Panchayath.

5. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 99

6. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2015-16 with respect to the Survey No. 99

Encumbrance certificates with respect to Survey No. 99:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51

2. The Encumbrance Certificate for the period 01.04.1996 to 31.03.2004 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

3. The Encumbrance Certificate for the period 01.04.2004 to 06.12.2007 which bears out registration of Sale Deed dated 17.01.2005, registered as Document No. 4191 and Sale Deed dated 03.05.2005, registered as Document No. 769 and with respect to the land in Survey No. 51, Block 44

4. The Encumbrance Certificates for the period 06.12.2007 to 27.01.2009 and from 27.01.2009 to 07.01.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

5. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

6. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 which bears out registration of Redemption of Mortgage dated 27.04.2010 registered as Document No. 395 with respect to the land in Survey No. 51, Block 44

7. The Encumbrance Certificate for the period 01.05.2010 to 07.06.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

8. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

9. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44

10. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99)

11. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99)

12. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99)

13. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99)

14. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99)

15. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

16. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out registration of Confirmation Deed dated 10.04.2015, registered as document No. 264 with respect to the land in Survey No. 51, Block 44 (new No. 99).

17. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

18. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

19. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

20. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

21. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

22. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

23. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

24. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

25. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

26. The Encumbrance Certificate for the period 20.07.2021 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

27. The Encumbrance Certificate for the period 01.08.2024 to 10.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 44 (new No. 99).

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of

amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 99 (old Survey No. 51/P44) measuring 30 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 13:29:04

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 99 (old Survey No. 51/P44) measuring 30 guntas:

All that piece and parcel of the commercially converted land in Survey No. 99 (old Survey No. 51/P44) measuring 30 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 102 and 103;
West by	:	Land bearing Survey No.93 and 94;
North by	:	Land bearing Survey No.98; and
South by	:	Land bearing Survey No.100.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Mutation Register bearing MR No. 6/1997-98
5.	Intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004
6.	Receipt dated 27.09.2004
7.	Official Memorandum dated 12.10.2004 in No. LND(De)CR 111/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District
8.	Genealogical tree of Muniyappa, son of Munishamappa sworn by way of affidavit before the notary public dated 10.03.2015
9.	Sale Deed dated 17.01.2005, registered as Document No. DNH-1-04191/2004-05, stored in C.D. No. DNHD34, before the office of the Sub-Registrar, Devanahalli
10.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
11.	Mutation Register bearing MR No.75/2004-05
12.	Official Memorandum dated 01.04.2005 in No. ALN:SR: De:230/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division
13.	Mutation Register bearing MR No. 98/2004-05

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14.	Sale Deed dated 03.05.2005, registered as Document No. DNH-1-00769/2005-06, stored in CD No. DNHD48, before the office of the Sub-Registrar, Devanahalli
15.	Confirmation Deed dated 10.04.2015 registered as Document No. DNH-1-00264/2015-16, stored in CD No. DNHD538, before the office of the Sub-Registrar, Devanahalli
16.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka
17.	Phody Report of Survey No. 51
18.	Mutation Register bearing MR No.6/2010-11
19.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
20.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
21.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
22.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
23.	Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli
24.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
25.	Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli
26.	Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli
27.	Memorandum of Entry dated 30.12.2015

28.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 44
29.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 99
30.	Karnataka revision settlement akarband extract
31.	LR Tippany
32.	Village map of Nagamangala
33.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034036 issued by the Tahsildar, Devanahalli Taluk
34.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
35.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
36.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
37.	M.R. No. 106/2005-06 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk
38.	Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2016-17
39.	Property Tax paid receipt for the period 2015-16 in No. 442182
40.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996
41.	Encumbrance Certificate for the period 01.04.1996 to 31.03.2004
42.	Encumbrance Certificate for the period 01.04.2004 to 06.12.2007
43.	Encumbrance Certificate for the period 06.12.2007 to 27.01.2009
44.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010

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45.	Encumbrance Certificate for the period 01.04.2010 to 30.04.2010
46.	Encumbrance Certificate for the period 01.05.2010 to 07.06.2010
47.	Encumbrance Certificate for the period 07.06.2010 to 30.10.2010
48.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011
49.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011
50.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
51.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012
52.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
53.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
54.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
55.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
56.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
57.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
58.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
59.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
60.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
61.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
62.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
63.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
64.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021
65.	Encumbrance Certificate for the period 20.07.2021 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 100, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

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analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Location:
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 100 (old Survey No. 51/P43) measuring 33 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 100 (old Survey No. 51/P43) measuring 33 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Muniyappa, son of Chinnappa was granted 33 guntas of land in Survey No. 51 (Block No. 43) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Muniyappa, son of Chinnappa had paid the amount of Rs. 691/- to the Government in respect of 33 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 33 guntas to Muniyappa, son of Chinnappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Muniyappa, son of Chinnappa belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 33 guntas in Survey No. 51, identified as Block No. 43 was in possession and cultivation of Muniyappa, son of Chinnappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 43, measuring 33 guntas has been transferred and registered in the name of Muniyappa, son of Chinnappa.

6. It is observed that Muniyappa, son of Chinnappa applied to the Government seeking permission for sale of the Survey No. 51, Block 43, measuring 33 guntas as stipulated under the provision of the Karnataka Land Grant Rules. We have perused a copy of the intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Muniyappa, son of Chinnappa to pay 50% of the market value of the property (Rs.49500/-).

7. We have perused a copy of the Receipt dated 30.09.2004 issued by the State Bank of Mysore which bears out that Muniyappa, son of Chinnappa has paid sum of Rs. 49500/- to the Government for sale permission for sale of the Survey No. 51, Block 43.

8. We have perused a copy of the Official Memorandum dated 12.10.2004 in No. LND(De)CR 111/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Muniyappa regarding grant of permission by the Government for sale of the Survey No. 51 measuring 33 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Muniyappa should invests the sale consideration received to purchase some other land and (3) Muniyappa should sell the lands as per the prevailing market value.

9. We have perused a copy of the Agreement of Sale dated 31.12.2003 which bears out that Muniyappa, son of Chinnappa agreed to sell the Survey No. 51/P43 measuring 33 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar.

10. We have perused a copy of the genealogical tree of Muniyappa, son of Chinnappa which bears out that Muniyappa and his wife Kamalamma had three children namely Mohan, Asha and Manohar.

11. We have perused a copy of the Sale Deed dated 22.11.2004, registered as Document No. DNH-1-03087/2004-05, stored in C.D. No. DNHD28, before the office of the Sub-Registrar, Devanahalli which bears out that Muniyappa, son of Chinnappa along with his wife and children namely, Kamalamma, Mohan, Asha and Manohar sold the Survey No. 51/P43 measuring 33 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar). The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 22.11.2004.

12. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

13. We have perused a copy of the Mutation Register bearing MR No.29/2004-05 which bears out that, as per Sale Deed dated 04.09.2004, the khata with respect to the land in Survey No. 51/P43 measuring 33 guntas has been transferred and registered to the name of C. Mukundarajan.

14. We have perused a copy of the Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P43 measuring 33 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

15. We have perused a copy of the Mutation Register bearing MR No. 84/2004-05 which bears out the conversion of Survey No. 51/P43 measuring 33 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05

16. We have perused a copy of the Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05360/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 51/P43 measuring 33 guntas in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 16.03.2005.

17. We have perused a copy of the Confirmation Deed dated 16.04.2015 registered as Document No. DNH-1-00755/2015-16, stored in CD No. DNHD540, before the office of the Sub-Registrar, Devanahalli which bears out that, Asha and Manohar, both children of Muniyappa confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan) with respect to Survey No. 51/P43. Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P43. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 bears out registration of Confirmation Deed dated 16.04.2015.

18. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

19. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Muniyappa is numbered as Survey No. 100 measuring 33 guntas.

20. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 100 measuring 33 guntas has been transferred and registered to the name of C. Mukundarajan.

21. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P43 measuring 33 guntas and other properties for commercial purposes from residential use.

22. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P43 measuring 33 guntas and other properties for commercial purposes from residential use.

23. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 100 measuring 33 guntas has been converted from residential purposes to commercial purposes.

24. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

25. We have perused a copy of the Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli which bears out

that Swire Investments Private Limited had mortgaged the Survey No. 51/P43 measuring 33 guntas along with other properties in favour of Rajesh Exports Limited.

26. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

27. We have perused a copy of the Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P43 measuring 33 guntas along with other properties in favour of Indiabulls Financial Services Limited.

28. We have perused a copy of the Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Indiabulls Financial Services Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

29. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 100 and other properties mentioned therein.

30. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

31. We have perused copies of the RTCs in relation to Survey No. 51, 43 measuring 33 guntas without kharab. For the period 1997-98 to 2003-04 which bears out the name of Muniyappa (as per MR No. 6/1997-98) as the owner and cultivator.

32. We have perused copies of the RTCs in relation to Survey No. 51, Block 43 measuring 33 guntas without kharab. For the period 2004-05 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 29/2004-05) as the owner and cultivator.

33. We have perused copies of the RTCs in relation to Survey No. 100 measuring 33 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 84/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.100:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 100 measured 33 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Muniyappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 100 measures 33 guntas without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 100:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034036 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No.100.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 100 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 100 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 100.

Encumbrance certificates with respect to Survey No. 100:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51

2. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out registration of Sale Deed dated 22.11.2004, registered as Document No. 3087 and Sale Deed dated 16.03.2005, registered as Document No. 5360 with respect to the land in Survey No. 51, Block 43

3. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

4. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

5. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

6. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

7. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out registration of Confirmation Deed dated 16.04.2015, registered as document No. 755 with respect to the land in Survey No. 51, Block 43 (new No. 100)

8. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

9. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

10. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

11. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

12. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

13. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

14. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

15. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

16. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

17. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 43 (new No. 100)

18. We have perused copies of Plaint and Order Sheet and Judgement passed in OS No. 1384/2006 filed before the Senior Civil Judge at Devanahalli bears out that Anjinamma against Sarojamma and others. The said suit was settled.

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 100 (old Survey No. 51/P43) measuring 33 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-16 13:35:42

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 100 (old Survey No. 51/P43) measuring 33 guntas:

All that piece and parcel of the commercially converted land in Survey No. 100 (old Survey No. 51/P43) measuring 33 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 103;
West by	:	Land bearing Survey No.95, 96 and 97;
North by	:	Land bearing Survey No.99; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Mutation Register bearing MR No. 6/1997-98
5.	Intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004
6.	Receipt dated 30.09.2004
7.	Official Memorandum dated 12.10.2004 in No. LND(De)CR 111/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District
8.	Agreement of Sale dated 31.12.2003
9.	Sale Deed dated 22.11.2004, registered as Document No. DNH-1-03087/2004-05, stored in C.D. No. DNHD28, before the office of the Sub-Registrar, Devanahalli
10.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
11.	Mutation Register bearing MR No.29/2004-05
12.	Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division
13.	Mutation Register bearing MR No. 84/2004-05
14.	Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05360/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli

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15.	Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05360/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli
16.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka
17.	Phody Report of Survey No. 51
18.	Mutation Register bearing MR No.6/2010-11
19.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
20.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
21.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
22.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
23.	Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli
24.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
25.	Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli
26.	Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli
27.	Memorandum of Entry dated 30.12.2015
28.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 43

29.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 100
30.	Karnataka revision settlement akarband extract
31.	LR Tippany
32.	Village map of Nagamangala
33.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034036 issued by the Tahsildar, Devanahalli Taluk
34.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
35.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
36.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
37.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996
38.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011
39.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012
40.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
41.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
42.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
43.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
44.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
45.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
46.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016

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47.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
48.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
49.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
50.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
51.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
52.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021

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AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 103, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 103 (old Survey No. 51/P42), measuring 1 acre, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 103 (old Survey No. 51/P42), measuring 1 acre was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Dekappa was granted 1 acre of land in Survey No. 51 (Block No. 42) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Dekappa had paid the amount of Rs. 514/- to the Government in respect of 1 acre of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre to Dekappa, son of Guruvappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Dekappa, son of Guruvappa belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre in Survey No. 51, identified as Block No. 42, was in possession and cultivation of Dekappa.

   It is observed that, after the death of Dekappa, the khata with respect to the land in Survey No. 51, Block 42, measuring 1 acre has been transferred and registered in the name of his son,

Gurappa vide Mutation Register bearing MR No. 21/2000-01. We have perused a copy of the mutation register extract in MR No.21/2000-01 which bears out the name of Gurappa as owner.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of Dekappa with respect to portion of land in Survey No. 51.

6. We have perused a copy of the Genealogical tree of Dekappa by way of Affidavit dated 21.04.2014 sworn by Munirathnamma, daughter of late Dekappa. It is stated that Dekappa (dead) was married to Hanumakka (dead) and they are survived by one son and three daughters namely, Gurappa, Munirathnamma, Pillamma and Ramakka. Gurrappa was married to Manjamma and they have two children namely, Madhu and Raja. Munirathnamma was married to Narayanappa and they have three children namely, Manjula, Netravati and Sanjay Kumar. Pillamma was married to Krishnappa (dead) and they have no child. Ramakka was married to Siddaraju and they have a daughter by name, Triveni.

7. It is observed that Gurappa, son of Dekappa applied to the Government seeking permission for sale of the Survey No. 51/P42, measuring 1 acre as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-01116/2005-06, stored in CD No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Gurrappa along with his wife and children namely, Manjamma, Madhu and Rajesh (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P42 measuring 1 acre in favour of Krishna Kumar, son of C. Mukundarajan.

9. We have perused a copy of the General Power of Attorney dated 02.03.2005, registered as Document No. DNH-4-00146/2004-05, stored in CD No. DNHD40 before the office of the Sub-Registrar, Devanahalli which bears out that Gurrappa and others authorized and empowered Sridhar Shetty to sell and to do all necessary acts and deeds with respect to said land.

10. We have perused a copy of the Mutation Register bearing MR No.128/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P42 measuring 1 acre has been transferred and registered to the name of Krishna Kumar.

11. We have perused a copy of the Mutation Register bearing MR No. 18/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P42 has been deleted as per the Order dated 12.10.2005 in No. LND(DH)CR110/112/04 issued by the Deputy Commissioner.

12. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Dekappa is numbered as Survey No. 103 measuring 1 acre.

13. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 103 measuring 1 acre has been transferred and registered to the name of Krishna Kumar.

14. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P42 measuring 1 acre and other properties for commercial purposes from residential use.

15. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P42 measuring 1 acre and other properties for commercial purposes from residential use.

16. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 103 measuring 1 acre has been converted from agricultural use to non-agricultural/ commercial purposes.

17. We have perused a copy of the Mutation Register bearing MR No. T27/2012-13 which bears out the conversion of Survey No. 103 measuring 1 acre from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13.

18. We have perused a copy of the Sale Deed dated 17.09.2012, registered as Document No. DNH-1-03678/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 103 (old No. 51/P42) measuring 1 acre in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

19. We have perused a copy of the Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka which bears out that Krishna Kumar authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

20. We have perused a copy of the Confirmation Deed dated 06.06.2014, registered as Document No. DNH-1-01280/2014-15, stored in CD No. DNHD382, in the office of the Sub-Registrar, Devanahalli, which bears out that Munirathnamma and others confirmed the sale in favour of C.Krishna Kumar.

21. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

22. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 103 and other properties mentioned therein.

23. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

24. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 103 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 103 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

25. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment

Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

26. We have perused copies of the RTCs in relation to Survey No. 103 measuring 1 acre without kharab for the period 2010-11 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 128/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.103:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 103 measured 1 acre without kharab.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Dekappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 103, measures 1 acre without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 103:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 103, measuring 1 acre.

Katha and Tax receipts with respect to Survey No. 103:

1. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 103.

Encumbrance certificates with respect to Survey No. 103:

1. The Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out relevant owners and otherwise bear out nil encumbrances with respect to the land in Survey No. 103.

2. We have perused copies of Plaint, Memo and Order Sheet in O.S No. 304/2010 filed before the Court of the Senior Civil Judge at Devanahalli filed by Munirathnamma daughter of late Munishamappa alias Dekappa and Pillamma daughter of late Munishamappa and Ramakka daughter of late Munikrishnappa against Gurappa son of late Munishamappa alias Dekappa and Krishna Kumar. The suit is filed for partition and separate possession. The plaintiffs

claiming for 1/4th share each over the suit schedule property as their share by effecting partition and separate shares with metes and bounds over the and also declare sale deed dated 31.05.2005 is not binding on the plaintiffs with respect to Survey No.51/P42 measuring 1 acre. The Plaintiff filed memo and the said suit is dismissed. we have not dealt in detail as the said suit is dismissed as not pressed or withdrawn.

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 103 (old Survey No. 51/42), measuring 1 acre, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 13:42:20

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 103 (old Survey No. 51/42), measuring 1 acre;

All that piece and parcel of the commercially converted land in Survey No. 103 (old Survey No. 51/42), measuring 1 acre (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 105 and 106;
West by	:	Land bearing Survey No.99 and 100;
North by	:	Land bearing Survey No. 102; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Genealogical tree of Dekappa by way of Affidavit dated 21.04.2014 sworn by Munirathnamma, daughter of late Dekappa.
5.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-01116/2005-06, stored in CD No. DNHD50, before the office of the Sub-Registrar, Devanahalli
6.	Mutation Register bearing MR No.128/2004-05.
7.	Mutation Register bearing MR No. 18/2008-09.
8.	Phody Report of Survey No. 51.
9.	Mutation Register bearing MR No.6/2010-11
10.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
11.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
12.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
13.	Mutation Register bearing MR No. T27/2012-13
14.	Sale Deed dated 17.09.2012, registered as Document No. DNH-1-03678/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli

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15.	Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Memorandum of Entry dated 30.12.2015
18.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
19.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 103
20.	Karnataka revision settlement akarband extract
21.	LR Tippany
22.	Village map of Nagamangala
23.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk
24.	Property tax paid receipts for the period 2017-18 in Receipt No. 653358 dated 10.07.2017
25.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 106, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 13:47:33

Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 106 (old Survey No. 51/39) measuring 1 acre 8 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 106 (old Survey No. 51/39) measuring 1 acre 8 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Maddurappa, son of Avalappa was granted 1 acre 8 guntas of land in Survey No. 51 (Block No. 39) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Maddurappa had paid the amount of Rs. 677/- to the Government in respect of 1 acre 8 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 8 guntas to Maddurappa, son of Avalappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Maddurappa, son of Avalappa belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 8 guntas in Survey No. 51, identified as Block No. 39, was in possession and cultivation of Maddurappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of Maddurappa with respect to portion of land in Survey No. 51.

6. We have perused a copy of the genealogical tree of Maddurappa which bears out that Maddurappa and has two wives namely Akkayamma and Anjinamma. The said Akkayamma had two sons namely Goplaswamy and Narasimha. The said Anjinamma had three children namely Prakash, Gururaj and Muniraju.

7. It is observed that Maddurappa applied to the Government seeking permission for sale of the Survey No. 51/P39, measuring 1 acre 8 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. We have perused a copy of the Intimation Letter dated 17.05.2005 in No. LND(De) CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Maddurappa to pay 50% of the market value of the property (Rs.72,000/-) to the Government for sale permission.

9. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-01112/2005-06, stored in CD No. DNHD50, before the Sub-Registrar, Devanahalli which bears out that Maddurappa along with his wives and children namely, Akkayamma, Anjinamma, Goplaswamy, Narasimha, Prakash, Gururaj and Muniraju (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P39 measuring 1 acre 8 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

10. We have perused a copy of the General Power of Attorney dated 28.02.2005, registered as Document No. DNH-4-00140/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli which bears out that Maddurappa and others authriin favour of Sridhar Shetty.

11. We have perused a copy of the Mutation Register bearing MR No.123/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P39 measuring 1 acre 8 guntas has been transferred and registered to the name of Krishna Kumar.

12. We have perused a copy of the Mutation Register bearing MR No. 17/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P39 has been deleted as per the Order dated 15.05.2005 in No. LND(DH)CR110/114/04 issued by the Deputy Commissioner.

13. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Maddurappa is numbered as Survey No. 106 measuring 1 acre 8 guntas.

14. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 106 measuring 1 acre 8 guntas has been transferred and registered to the name of Krishna Kumar.

15. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P39 measuring 1 acre 8 guntas and other properties for commercial purposes from residential use.

16. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P39 measuring 1 acre 8 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 106 measuring 1 acre 8 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

18. We have perused a copy of the Mutation Register bearing MR No. T27/2012-13 which bears out the conversion of Survey No. 106 measuring 1 acre 8 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13.

19. We have perused a copy of the Sale Deed dated 17.09.2012, registered as Document No. DNH-1-03686/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 106 (old No. 51/P39) measuring 1 acre 8 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

20. We have perused a copy of the Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka which bears out that Krishna Kumar authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed,

rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

21. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

22. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 106 and other properties mentioned therein.

23. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

24. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 106 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 106 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

25. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment

Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

26. We have perused copies of the RTCs in relation to Survey No. 106 measuring 1 acre 8 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 123/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.106:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 106 measured 1 acre 8 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Maddurappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 106, measures 1 acre 8 guntas without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Katha and Tax receipts with respect to Survey No. 106:

4. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 106.

5. We have perused copies of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out that the name of M/s. Swire Investments Private Limited has registered as owner of Survey No.106.

Encumbrance certificates with respect to Survey No. 106:

1. The Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 106.

Common document:

2. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated

29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 106 (old Survey No. 51/P39) measuring 1 acre 8 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 106 (old Survey No. 51/P39) measuring 1 acre 8 guntas

All that piece and parcel of the commercially converted land in Survey No. 106 (old Survey No. 51/P39) measuring 1 acre 8 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 109;
West by	:	Land bearing Survey No.103;
North by	:	Land bearing Survey No. 105; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Intimation Letter dated 17.05.2005 in No. LND(De) CR 110/2004-05
5.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-01112/2005-06, stored in CD No. DNHD50, before the Sub-Registrar, Devanahalli
6.	Mutation Register bearing MR No.123/2004-05
7.	Mutation Register bearing MR No. 17/2008-09
8.	Phody Report of Survey No. 51
9.	Mutation Register bearing MR No.6/2010-11
10.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
11.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
12.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
13.	Mutation Register bearing MR No. T27/2012-13
14.	Sale Deed dated 17.09.2012, registered as Document No. DNH-1-03686/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli

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15.	Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Memorandum of Entry dated 30.12.2015
18.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
19.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 106
20.	Karnataka revision settlement akarband extract
21.	LR Tippany
22.	Village map of Nagamangala
23.	Property tax paid receipts for the period 2017-18 in Receipt No. 653360 dated 10.07.2017
24.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741158e7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:46:32

Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Chikkagovindappa, son of Munidasappa was granted 1 acre 4 guntas of land in Survey No. 51 (Block No. 34) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Chikkagovindappa had paid the amount of Rs. 643/- to the Government in respect of the 1 acre 4 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 4 guntas to Chikkagovindappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Chikkagovindappa belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 4 guntas in Survey No. 51, identified as Block No. 34, was in possession and cultivation of Chikkagovindappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of Chikkagovindappa with respect to portion of land in Survey No. 51.

6. We have perused a copy of the Chikkagovindappa, son of Munidasappa attested by the Village Accountant which bears out that Chikkagovindappa and his wife Sakamma had two children namely Gangadhar and Krishnamurthy.

7. It is observed that Chikkagovindappa applied to the Government seeking permission for sale of the Survey No. 51, Block 34, measuring 1 acre 4 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. It is stated in the Official Memorandum dated 25.05.2005 that, the Deputy Commissioner, Bengaluru Rural District has intimated Chikkagovindappa, son of Munidasappa to pay 50% of the market value of the property (Rs.66,000/-) vide the Intimation Letter in No. LND(De) CR 114/2004-05 dated 17.05.2005.

9. We have perused a copy of the Receipt dated 20.05.2005 issued by the State Bank of Mysore which bears out that Chikkagovindappa has paid sum of Rs.66,000/- to the Government for sale permission for sale of the Survey No. 51, Block 34.

10. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Chikkagovindappa regarding grant of permission by the Government for sale of the Survey No. 51 measuring 1 acre 4 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Venkata Bovi @Venkatappa should invests the sale consideration received to purchase some other land and (3) Venkata Bovi @Venkatappa should sell the lands as per the prevailing market value.

11. We have perused a copy of the General Power of Attorney dated 28.02.2005, registered as Document No. DNH-4-00141/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli which bears out that Chikkagovindappa, Sakamma, Gangadhar, Master Krishnamurthy and Miss Gangarathna and others authorized and empowered Sridhar Shetty to sell and to do all necessary acts and deeds with respect to land in Survey No.51/P34.

12. We have perused a copy of the Sale Deed dated 31.05.2005 registered as Document No. DNH-1-1107/2005-06, stored in C.D. No. DNHD50 before the office of the Sub-Registrar, Devanahalli which bears out that Chikkagovindappa along with his wife and children namely, Sakamma, Gangadhar, Master Krishnamurthy and Miss Gangarathna (both are minors represented by their father and natural guardian, Chikkagovindappa) (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P34 measuring 1 acre 4 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar).

13. We have perused a copy of the Rectification Deed dated 08.08.2005 registered as Document No. DNH-1-2206/2005-06, stored in C.D. No. DNHD 56, before the office of the Sub-Registrar, Devanahalli, which bears out that in the aforementioned Sale Deed dated 31.05.2005, the Survey No. 51/P34 which was wrongly mentioned as Survey No. 51/P36 in Page No. 3 and the said error was rectified by the Rectification Deed dated 08.08.2005.

14. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

15. We have perused a copy of the Mutation Register bearing MR No.112/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P34, measuring 1 acre 4 guntas has been transferred and registered to the name of C. Mukundarajan.

16. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Chikkagovindappa is numbered as Survey No. 109 measuring 1 acre 4 guntas.

17. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 109, measuring 1 acre 4 guntas has been transferred and registered to the name of C. Mukundarajan.

18. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P34 measuring 1 acre 4 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P34 measuring 1 acre 4 guntas and other properties for commercial purposes from residential use.

20. We have perused a copy of the Official Memorandum dated 10.08.2012 in No. ALN (De.Ku) S.R.4/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 109 measuring 1 acre 4 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

21. We have perused a copy of the Mutation Register bearing MR No. T25/2012-13 which bears out the conversion of Survey No.109 measuring 1 acre 4 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 10.08.2012 in No. ALN (De.Ku) S.R.4/2012-13.

22. We have perused a copy of the Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03703/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 109 (old No. 51/P34) measuring 1 acre 4 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

23. We have perused a copy of the Confirmation Deed dated 08.04.2014 registered as Document No. DNH-1-00149-2014-15, stored in CD No. DNHD377 in the office of the Sub-Registrar Devanahalli which bears out that Muniratnamma, and others confirmed the sale deeds in favour of C. Mukundrajan.

24. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

25. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 109 and other properties mentioned therein.

26. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

27. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 109 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 109 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

28. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

29. We have perused copies of the RTCs in relation to Survey No. 109 measuring 1 acre 4 guntas without kharab, for the period from 2012-13 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 112/2004-05) as the owner and cultivator.

30. We have perused copies of the Plaint, Written Statement and Order Sheet in OS No.153/2011 filed in the court of Senior Civil Judge & J.M.F.C., Devanahalli. The said suit is filed by Munirathnamma and another against Chikkagovindappa and others for partition of 4/5 share and separate possession and other reliefs. The plaintiffs filed a memo stating that the said suit be dismissed as not pressed. In terms of the said Memo the suit is dismissed. We have not dealt in detail as the said suit is dismissed.

Survey documents with respect to Survey No.109:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 109 measured 1 acre 4 gunats without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Chikkagovindappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 109, measures 1 acre 4 gunats without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

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Katha and Tax receipts with respect to Survey No. 109:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 109

2. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the 2017-18 with respect to the Survey No. 109

Encumbrance certificates with respect to Survey No. 109:

1. We have perused copies of the Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out relevant transactions and otherwise bear out nil encumbrances with respect to the land in Survey No. 109.

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with /s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited)*, is the owner of the converted land in Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

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Reason: I am the author of this document
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Date: 2025-01-15 11:46:54

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas:

All that piece and parcel of the commercially converted land in Survey No. 109 (old Survey No. 51/P34) measuring 1 acre 4 guntas (converted vide 10.08.2012 in No. ALN (De.Ku) S.R.4/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 112;
West by	:	Land bearing Survey No. 106;
North by	:	Land bearing Survey Nos. 108; and
South by	:	Navarathna Agrahara Village Border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Receipt dated 20.05.2005
5.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 issued by the Deputy Commissioner, Bengaluru Rural District
6.	Sale Deed dated 31.05.2005 registered as Document No. DNH-1-1107/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli
7.	Rectification Deed dated 08.08.2005 registered as Document No. DNH-1-2206/2005-06, stored in C.D. No. DNHD 56, before the office of the Sub-Registrar, Devanahalli
8.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
9.	Mutation Register bearing MR No.112/2004-05
10.	Phody Report of Survey No. 51
11.	Mutation Register bearing MR No.6/2010-11
12.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
13.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
14.	Official Memorandum dated 10.08.2012 in No. ALN (De.Ku) S.R.4/2012-13issued by the Deputy Commissioner, Bangalore Rural District
15.	Mutation Register bearing MR No. T25/2012-13
16.	Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03703/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli
17.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk

18.	Memorandum of Entry dated 30.12.2015
19.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
20.	RTCs for the period from 2012-13 to 2015-16
21.	Karnataka revision settlement akarband extract
22.	LR Tippany
23.	Village map of Nagamangala
24.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Property tax paid receipts for the period 2017-18 in Receipt No. 653350 dated 10.07.2017
27.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 112, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal

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perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 112 (old Survey No. 51/P33) measuring 1 acre 26 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 112 (old Survey No. 51/P33) measuring 1 acre 26 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, N.K. Rajendra, son Krishnappa was granted 1 acre 26 guntas of land in Survey No. 51 (Block No. 33) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that N.K. Rajendra had paid the amount of Rs. 749/- to the Government in respect of 1 acre 26 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 26 guntas to N.K. Rajendra. It is further observed from the Official Memorandum dated 16.06.1997 that, N.K. Rajendra belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 26 guntas in Survey No. 51, identified as Block No. 33, was in possession and cultivation of N.K. Rajendra.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of N.K. Rajendra with respect to portion of land in Survey No. 51.

6. We have perused a copy of the N.K. Rajendra attested by the Village Accountant which bears out that N.K.Rajendra and his wife Shantamma had three children namely Arun, Deepa and Madhu.

7. We have perused a copy of the Sale Deed dated 29.12.2004, registered as Document No. DNH-1-3913/2004-05, stored in C.D. No. DNHD33, before the office of the Sub-Registrar, Devanahalli which bears out that N.K. Rajendra along with his wife and children namely, Shantamma, Master Arun, Miss Deepa and Master Madhu (all are minors represented by their father and natural guardian N.K. Rajendra) sold the Survey No. 51/P33 measuring 1 acre 26 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

8. We have perused a copy of the Confirmation Deed dated 16.04.2015 registered as Document No. DNH-1-00455/2015-16, stored in CD No. DNHD539 before the office of the Sub-Registrar, Devanahalli which bears out that, on attaining majority Arun Kumar, N.R. Madhu and N.R.Deepa confirmed and affirmed the sale deed executed in favour of Krisha Kumar (he is represented by his special power of attorney holder V.S. Aravindan.

9. We have perused a copy of the Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka which bears out that Krishna Kumar authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

10. We have perused a copy of the Mutation Register bearing MR No.60/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P33 measuring 1 acre 26 guntas has been transferred and registered to the name of Krishna Kumar.

11. We have perused a copy of the Official Memorandum dated 04.03.2005 in No. ALN:SR: De:190/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P33 measuring 1 acre 26 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

12. We have perused a copy of the Mutation Register bearing MR No. 88/2004-05 which bears out the conversion of Survey No. 51/P33 measuring 1 acre 26 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 04.03.2005 in No. ALN:SR: De:190/2004-05.

13. We have perused a copy of the Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05356/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 51/P33 measuring 1 acre 26 guntas in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan.

14. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to N.K. Rajendra is numbered as Survey No. 112 measuring 1 acre 26 guntas.

15. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 112 measuring 1 acre 26 guntas has been transferred and registered to the name of Krishna Kumar.

16. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P33 measuring 1 acre 26 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P33 measuring 1 acre 26 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 112 measuring 1 acre 26 guntas has been converted from residential purposes to commercial purposes.

19. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

20. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing

Development Finance Corporation Limited on the security of Survey No. 112 and other properties mentioned therein.

21. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

22. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 103 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 103 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

23. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

24. We have perused copies of the RTCs in relation to Survey No. 112 measuring 1 acre 26 guntas without kharab, for the period from 2012-13 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 88/2004-05) as the owner and cultivator.

<u>Survey documents with respect to Survey No.112:</u>

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 112 measured 1 acre 26 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to N.K. Rajendra is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 112, measures 1 acre 26 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 112:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034052 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 112, measures 1 acre 26 guntas.

Katha and Tax receipts with respect to Survey No. 112:

4. We have perused a copy of the M.R. No. 03/2005-06 issued by the Secretary, Jalige Grama Panchayath, Devanahalli Taluk, which bears out that as per Sale Deed dated 16.03.2005, the name of Swire Investments Private Limited is entered as the owner/katha holder of Survey No. 51/P33 in the records of Jalige Grama Panchayath.

5. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2005-06 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 51/P33.

6. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2009-10, 2010-11, 2011-12, 2012-13, 2014-15 with respect to the Survey No. 112.

Encumbrance certificates with respect to Survey No. 112:

1. We have perused copies of the Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out relevant transactions and otherwise bear out nil encumbrances with respect to the land in Survey No. 112.

Common document:

1. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private

Limited and M/s. Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by /s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with /s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 112 (old Survey No. 51/P33) measuring 1 acre 26 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 112 (old Survey No. 51/P33) measuring 1 acre 26 guntas

All that piece and parcel of the commercially converted land in Survey No. 112 (old Survey No. 51/P33) measuring 1 acre 26 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 113;
West by	:	Land bearing Survey No.108 and 109;
North by	:	Lake; and
South by	:	Navarathna Agrahara village border.

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ADVOCATES & SOLICITORS

Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Sale Deed dated 29.12.2004, registered as Document No. DNH-1-3913/2004-05, stored in C.D. No. DNHD33, before the office of the Sub-Registrar, Devanahalli
5.	Confirmation Deed dated 16.04.2015 registered as Document No. DNH-1-00455/2015-16, stored in CD No. DNHD539 before the office of the Sub-Registrar, Devanahalli
6.	Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka
7.	Mutation Register bearing MR No.60/2004-05
8.	Official Memorandum dated 04.03.2005 in No. ALN:SR: De:190/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division
9.	Mutation Register bearing MR No. 88/2004-05
10.	Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05356/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli
11.	Phody Report of Survey No. 51
12.	Mutation Register bearing MR No.6/2010-11
13.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka

14.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
15.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Memorandum of Entry dated 30.12.2015
18.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
19.	RTCs for the period 2012-13 to 2015-16 in relation to Survey No. 112
20.	Karnataka revision settlement akarband extract
21.	LR Tippany
22.	Village map of Nagamangala
23.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034052 issued by the Tahsildar, Devanahalli Taluk
24.	Property tax paid receipts for the period 2009-10, 2010-11, 2011-12 in Receipt No. 800511 dated 18.08.2011
25.	Property tax paid receipts for the period 2012-13 in Receipt No. 134789 dated 30.03.2013
26.	Property tax paid receipts for the period 2014-15 in Receipt No. 423351 dated 13.03.2015
27.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 18:10:52

Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 57. The Survey No. 57 measuring 5 acres 13 guntas (excluding 4 guntas kharab) was an Inam land and H. Gopalakrishna Shastry was an Inamdar (ex-jodidar) of Hegganahalli village. H. Gopalakrishna Shastry was holding agricultural land bearing Survey No. 57 measuring 5 acres 13 guntas along with other survey numbers in the said village.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 169 with respect to Survey No. 57 which bears out that earlier the Survey No. 57 measuring 5 acres 13 guntas was in possession of H. Gopalakrishna Shastry and others.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

4. We have perused a copy of the Inam Order dated 31.08.1964 which bears out that, on abolition of inams under the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, H. Gopalakrishna Shastry applied to the Additional Special Deputy Commissioner for Inam Abolition, Bangalore to register him as an occupant of the Survey No. 57 measuring 5 acres 13 guntas and other properties situated in the Hegganahalli Village under the provision of said Act. The Additional Special Deputy Commissioner on satisfying himself that the lands do not fall under prohibited categories specified in sub-clause (i), (ii) and (iii) of sub section (1) of section 9 of the said Act, registered H. Gopalakrishna Shastry as a occupant of the Survey No. 57 vide Order dated 31.08.1964 in case No. 61/1959-60.

Note: We have not been provided with copy of the Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to H. Gopalakrishna Shastry. and we are given to understand that the same is not available and the same is not a concern as we have seen and relied on the contents of the Inam Order and subsequent revenue documents.

5. We have perused a copy of the Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16 issued by Tahsildar, Devanahalli Taluk which bears out that Form No. 8 with respect to Survey No. 57 of Hegganahalli Village is not available in the cataloguing and Index.

6. We have perused a copy of the Records of Rights in RR No. 170 which bears out the name of Narayana Bhoyi, son of Venkataswamy Bhoyi as cultivator of Survey No. 57 as per oral saguvali agreement.

7. We have perused a copy of the Sale Deed dated 04.06.1962, registered as Document No 562/1962-63, Volume 846, at Pages 117 to 118 before the office of the Sub-Registrar Devanahalli which bears out that H. Gopalakrishna Shastry, son of Chandrashekar Shastry sold the Survey No. 57 measuring 5 acres 13 guntas in favour of Narayana Bhoyi, son of Venkataswamy Bhoyi. Subsequent to the execution of Sale Deed Narayana Bhoyi became the absolute owner of Survey No. 57. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1970 bears out registration of Sale Deed dated 04.06.1962.

8. We have perused a copy of the Mutation Register extract in MR No.9/1984-85 which bears out that as per the Sale Deed dated 04.06.1962, the khata with respect to the Survey No. 57 measuring 5 acres 13 guntas has been transferred and registered to the name of Narayana Bhoyi, son of Venkataswamy Bhoyi.

9. We have perused a copy of the Sale Deed dated 10.08.1977 registered as Document No. 988/1977-78, before the office of the Sub-Registrar, Devanahalli which bears out that Narayana Bhovi, son of Venkatashamappa sold the portion of Survey No. 57 measuring 1 acre (not a subject matter of this report) in favour of R. Ramu, son of Chikkavenkatappa. Narayana Bhovi has been retained with remaining portion of 4 acres 13 guntas.

10. We have perused a copy of the Inheritance Certificate Register extract in IHR No. 25/1992-93 which bears out that after the death of Narayana Bhoyi, son of Venkataswamy Bhoyi, the khata with respect to the Survey No. 57 measuring 4 acres 13 guntas has been transferred and registered to the name of his only one son, Venkata Bhoyi alias Venkataswamy.

11. We have perused a copy of the affidavit dated 01.08.2014 sworn by Venkataswamy, son of late Narayana Bhoyi alias Narayanaswamy stating the genealogical tree of late Narayana Bhoyi alias Narayanaswamy, which bears out that Narayana Bhoyi alias Narayanaswamy (dead) was married to Eramma (dead) and they are survived by one son and two daughters namely, Venkataswamy, Peddakka (dead) and Chandramma. Venkataswamy is married to Sudha and they have two sons namely, Master Swamy and Master Manjunatha. Peddakka was married to Chikka Venkatappa (dead) and they are survived by three daughters namely, Venkatamma, Sallapuri and Manjula. Chandramma is married to Narayanappa and they have three daughters namely, Pedma, Mahadevi and Manjula.

12. We have perused a copy of the Gift Deed dated 16.03.1999 registered as Document No. 2518/1998-99, Volume 1797 at Pages 98 & 99 before the office of the Sub-Registrar Devanahalli which bears out that Venkataswamy, son of Narayana Bovi gifted the portion of Survey No. 57, measuring 4 ½ guntas (not a subject matter of this report) in favour of Ministry of Education, Government of Karnataka.

13. We have perused a copy of the Mutation Register extract in MR No. 16/1998-99 which bears out that as per the Gift Deed dated 16.03.1999, the khata with respect to the Survey No. 57, measuring 4 ½ guntas (not a subject matter of this report) has been transferred and registered to the name of Ministry of Education, Government of Karnataka.

    It is observed that the Survey No. 57, measuring 5 acres 17 guntas (including 4 gunta kharb) has been bifurcated into 2 portions by assigning sub-numbers i.e., 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab land and 57/2, measuring 4 ½ guntas. The portion of land measuring 4 ½ guntas gifted to Ministry of Education, Government of Karnataka is numbered as Survey No. 57/2 and remaining portion of 5 acres 8 ½ guntas (excluding 4 guntas kharab land) is retained with Survey No. 57/1.

14. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar authorised and empowered his son V.S. Aravindan to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

15. We have perused a copy of the Sale Deed dated 25.08.2005 registered as Document No. DNH-1-2416/2005-06, stored in C.D. No. DNHD57, before the office of the Sub-Register, Devanahalli which bears out that Venkataswamy, son of Narayana Boyi along with his wife and son namely, Sudha and Master Narayanaswamy (being minor, represented by his father and natural guardian Venkataswamy) along with Chandramma, daughter of Narayana Boyi conveyed the Survey No. 57/1, measuring 2 acres 8 ½ guntas in favour of V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan). It is recited in the said Sale Deed that B.S. Narayanan, Director of Nam Estates Private Limited, requested M/s. Sai Krupa Projects to acquire the lands situated in Devanahalli Taluk for B.S. Narayanan and accordingly, M/s. Sai Krupa Projects entered into a Sale Agreement with Venkataswamy for purchase of the Survey No. 57/1. Thereafter, M/s. Sai Krupa Projects have nominated and assigned all its rights under the sale agreement to B.S. Narayanan and the said B.S. Narayanan has joined in the execution of the said sale deed as confirming party, to confirm that he has no rights over the said property. The Encumbrance Certificate for the period 01.04.1974 to 18.01.2008 bears out registration of Sale Deed dated 25.08.2005.

Note: *As per genealogical tree dated* 25.08.2005*, Venkataswamy had two sons namely, Master Swamy (aged about 16 years) and Master Manjunatha (aged about 8 years). Hence, going by the said genealogical tree, Master Manjunatha could not have been born at the time of execution of the Sale Deed dated 18.12.2003. However, in the said sale deed, one Narayanaswamy, son of Venkataswamy (aged about 3) was made as a party, and we are given to understand that Swamy and Narayanaswamy are one and the same.*

16. We have perused a copy of the Mutation Register extract in MR No. 12/2005-06 which bears out that as per the Sale Deed dated 25.08.2005, the khata with respect to the Survey No. 57/1 measuring 2 acres 8 ½ guntas has been transferred and registered in the name of V.R. Singarachari, son of late K. Ramaswamy Iyengar

17. We have perused a copy of the Agreement to Sell dated 26.06.2010 which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar agreed to sell the Survey No. 57/1 measuring 2 acres 8 ½ guntas in favour of Nam Estates Private Limited

18. We have perused a copy of the Mutation Register extract in MR No. H20/2011-12 which bears out that, the Survey No. 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab has been further bifurcated into 3 portions by assigning sub-numbers i.e., 57/1, measuring 2 acres 2 ½ guntas including 2 ½ guntas kharab, 57/3, measuring 2 acres 10 guntas including 1 ½ guntas kharab and 57/4, measuring 1 acre. The portion of land which was purchased by V.R. Singarachari, son of late K. Ramaswamy Iyengar is numbered as Survey No. 57/3, measuring 2 acres 8 ½ guntas (excluding 1 ½ guntas kharab) and the katha of the said land was registered in his name vide Mutation Register bearing MR No. H20/2011-12.

19. We have perused a copy of the Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)106/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 57/3 measuring 2 acres 8 ½ guntas and 1 gunta A kharab has been converted from agricultural use to non-agricultural/ commercial purposes.

20. We have perused a copy of the Mutation Register extract in MR No. T8/2012-13 which bears out the conversion of Survey No. 57/3 measuring 2 acres 8 ½ guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)106/2011-12.

21. We have perused a copy of the Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03559/2012-13, stored in C.D. No DNHD 284, before the office of the Sub-Registrar, Devanahalli which bears out that V.R. Singarachari, son of late K. Ramaswamy Iyengar (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 57/3 measuring 2 acres 9 ½ guntas (including 1 gunta A kharab) in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance

Certificate for the period 21.08.2011 to 31.03.2015 bears out registration of Sale Deed dated 14.09.2012.

22. We have perused a copy of the Rectification Deed dated 24.09.2015 registered as Document No. DNH-1-05644/2015-16, stored in CD No. DNHD561, before the office of the Sub-Registrar, Devanahalli, which bears out that in the aforementioned Sale Deed dated 14.09.2012, the Survey No. 57 which was wrongly mentioned as Survey No. 58 in Page No. 2 and the said error was rectified by the Rectification Deed dated 24.09.2015.

23. We have perused a copy of the Mutation Register extract in MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 57/3, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

24. We have perused a copy of the Confirmation Deed dated 20.04.2013 registered as Document No. DNH-1- 00663/2013-14, stored in CD No. DNHD321, before the office of the Sub-Registrar, Devanahalli which bears out that Manjula, (daughter of late Chikka Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 25.08.2005 executed in favour of V.R. Singarachari with respect to Survey No. 57/1, measuring 2 acres 8 ½ guntas and others Sale Deeds executed in favour of V.S. Ramanujam and Janakamani other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 2 acres 8 ½ guntas and other survey numbers mentioned therein. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 bears out registration of Confirmation Deed dated 20.04.2013.

25. We have perused a copy of the Confirmation Deed dated 07.05.2013 registered as Document No. DNH-1-00950/2013-14, stored in CD No. DNHD323, before the office of the Sub-Registrar, Devanahalli which bears out that Sollapuriyamma alias Sollapuri (daughter of late Chikka Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 25.08.2005 executed in favour of V.R. Singarachari with respect to Survey No. 57/1, measuring 2 acres 8 ½ guntas and others Sale Deeds executed in favour of V.S. Ramanujam and Janakamani other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 2 acres 8 ½ guntas and other survey numbers mentioned therein. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 bears out registration of Confirmation Deed dated 07.05.2013.

26. We have perused a copy of the Order Sheet passed in O. S. No. 673/2012 which bears out that, Venkatamma (daughter of late Chinna Venkatappa and late Peddakka) and another had filed an original suit in O. S. No. 673/2012 before the court of Civil Judge (Senior Division) and JMFC Devanahalli, against Venkataswamy and others seeking an order for declaration, declaring that they are entitled to 1/3rd share in the suit schedule property. During the pendency of suit, Venkatamma had executed the Confirmation Deed and also filed a memo seeking an order to dismiss the suit as not pressed. Accordingly, on 03.06.2015, the suit is dismissed. *We*

have also perused copy of the Plaint filed in O. S. No. 673/2012 before the court of Civil Judge (Senior Division) and JMFC Devanahalli.

27. We have perused a copy of the Confirmation Deed dated 21.05.2015 registered as Document No. DNH-1-01499/2014-15, stored in CD No. DNHD544, before the office of the Sub-Registrar, Devanahalli which bears out that Venkatamma (daughter of late Chinna Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 25.08.2005 executed in favour of V.R. Singarachari with respect to Survey No. 57/1, measuring 2 acres 8 ½ guntas and others Sale Deeds executed in favour of V.S. Ramanujam and Janakamani other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 2 acres 8 ½ guntas and other survey numbers mentioned therein.

    Note: It is advised to obtain Confirmation Deeds from Manjula, Sollapuriyamma alias Sollapuri and Venkatamma (daughter of late Chikka Venkatappa and late Peddakka) in favour of Nam Estates Private Limited. We are given to understand that the same is not possible.

28. We have perused a copy of the Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 57 measuring 3 acres 8 ½ guntas and other properties for commercial purposes from residential use.

29. We have perused a copy of the Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 57 measuring 3 acres 8 ½ guntas and other properties for commercial purposes from residential use.

30. We have perused a copy of the Inam Order dated 20.04.1962 passed in case No. 10/1959-60 which bears out that one Pedda Bhovi, son of Dodda Venkataswamappa was registered as an ordinary tenant under Section 9-A of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954 with respect to Survey No. 57, measuring 4 acres.

31. It is noted that the aforesaid Inam Order dated 31.08.1964 recognizes the H. Gopalakrishna Shastry as occupant/owner of Survey No. 57 measuring 5 acres 13 guntas and the Order dated 20.04.1962 recognizes Pedda Bhovi, son of Dodda Venkataswamappa as tenant of the portion of Survey No. 57 measuring 4 acres. Pedda Bhovi, cannot be the owner unless he gets occupancy rights under Inams Abolition Law or under the Karnataka Land Reforms Act, 1961. There are no documents to show the conferment of the occupancy certificate / rights to Pedda Bhovi.

32. We have perused a copy of the Order dated 02.03.2013 which bears out that the legal heirs of Pedda Bhovi namely, Lakshmamma, wife of late Marappa, Venkataswamy and Peddanna, both sons of late Marappa, Devamma, wife of Venkatesh and daughter in law of Marappa had filed

a case No. R.A (DE): 212/2008-09 before the Court of Assistant Commissioner, Doddaballapur Sub-Division, Bangalore against V. R. Singachari, A Janakamani, V. S. Ramanujam challenging the mutation entries made in MR No. 20/2003-04, MR 71/2004-05, MR 12/2005 in their respective names. The Assistant Commissioner by the Order dated 02.03.2013 dismissed the case on the ground that the same issue is pending in original suit in No. 465/2010-11 in the court of Civil Judge (Senior Division) Devanahalli.

33. We have perused copies of Plaint, Written Statement, Order Sheet and Judgment passed in original suit in No. 465/2010-11 in the court of Civil Judge (Senior Division) Devanahalli.

34. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 57/3 and other properties mentioned therein.

35. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

36. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 57/3 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 57/3 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605

37. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment

Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

38. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1968-69 to 1977-78 which bears out the name of H. Gopalakrishna Shastry as the owner.

39. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1978-79 to 1983-84 which bears out the name of Narayana Bhoyi (as per sale) as the owner.

40. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1984-85 to 1988-89 which bears out the name of Narayana Bhoyi (as per MR No. 9/1984-85 for 4 acres 13 guntas) and Kalamma, wife of R. Ramu (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators. We have perused a copy of the inheritance certificate in IHR 82/1987-88, which bears out the name of Kalamma was registered as kathedar with respect to land in Survey No.57 measuring 1 acre.

41. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1989-90 to 2001-02 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 4 acres 13 guntas) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

42. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2001-02 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 4 acres 13 guntas) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

43. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2002-03 to 2004-05 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 2 acres 8 ½ guntas), V.S. Ramanujam (as per MR No. 12/2003-04 for 2 acres) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.
44. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2005-06 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 2 acres 8 ½ guntas), V.S. Ramanujam (as per MR No. 20/2003-04 for 2 acres) and Janakamani (as per MR No. 71/2004-05 for 1 acre) as the owners and cultivators.

45. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2006-07 to 2008-09 and 2010-11 which bears out the name of V.S. Ramanujam (as per MR No. 20/2003-04 for 2 acres) and Janakamani (as

per MR No. 71/2004-05 for 1 acre) and V.R. Singarachari (as per MR No. 12/2005-06 for 2 acres 8 ½ guntas) as the owners and cultivators

46. We have perused copies of the RTCs in relation to Survey No. 57/3, measuring 2 acres 10 guntas with 1 ½ guntas kharab, for the period from 2011-12 to 2013-14 which bears out the name of V.R. Singarachari (as per MR No. 12/2005-06) as the owner and cultivator.

47. We have perused copies of the RTCs in relation to Survey No. 57/3, measuring 2 acres 10 guntas with 1 ½ guntas kharab, for the period 2014-15 and 2015-16 which bears out that the Survey No. 57/3 is categorised as NAK (as per MR No. H27/2014-15).

48. We have perused a copy of the Endorsement dated 17.10.2015 in No. R.K.C.R/224/2015-16 issued by the Tahsildar, Devanahalli Taluk which bears out that the RTCs for the period 1983 to 1987 with respect to the Survey No. 57 is not available.

Survey documents with respect to Survey No.57/3:

1. We have perused a copy of the Tippany and Karda of Survey No. 57 which bears out that Jodiadar as kardadars and Narayana Bhoyi as cultivator of Survey No. 57.

2. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 57/3 measured 2 acres 10 guntas with 1 gunta 'A' kharab and ½ guntas 'B' kharab.

3. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 57, measuring 5 acres 17 guntas (including 4 gunta kharb) has been bifurcated into 2 portions by assigning sub-numbers i.e., 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab land and 57/2, measuring 4 ½ guntas.

4. We have perused a copy of the Atlas showing the bifurcation of Survey No. 57 into 57/1 and 57/2.

5. We have perused a copy of the RR Pakka Book, which bears out that the Survey No. 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab has been further bifurcated into 3 portions by assigning sub-numbers i.e., 57/1, measuring 2 acres 2 ½ guntas including 2 ½ guntas kharab, 57/3, measuring 2 acres 10 guntas including 1 ½ guntas kharab and 57/4, measuring 1 acre. The name of V.R. Singarachari is entered as the owner of Survey No. 57/3.

6. We have perused a copy of the Atlas showing the bifurcation of Survey No. 57/1 into 57/1, 57/3 and 57/4

7. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 57 formed part of the said village.

Endorsements with respect to Survey No. 57/3:

1. We have perused a copy of the Endorsement dated 30.01.2008 in No. L.R.F.C.R:692/2006-07 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 57/1, measuring 5 acres 8 ½ guntas.

2. We have perused a copy of the Endorsement dated 10.10.2011 in No. L.R.F.C.R:158/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore states that, that there are no proceedings filed under Sections 79 A and B of the Karnataka Land Reforms Act 1961 with respect to Survey No. 57/1, measuring 3 acres 8 ½ guntas.

3. We have perused a copy of the Endorsement dated 10.10.2011in No. P.T.C.L.CR:146/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 57/1, measuring 3 acres 8 ½ guntas.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 57 along with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 57 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Katha and Tax receipts with respect to Survey No. 57/3:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 and 2016-17 issued by the Panchayath

Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 57/3.

Note: We have not been provided with the copy of the E-khatha certificate and khatha extracts in the name of M/s. Nam Estates Private Limited.

2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2013-14, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 57/3

Encumbrance certificates with respect to Survey No. 57/3:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1970 which bears out registration of Sale Deed dated 04.06.1962, registered as Document No 562 with respect to the land in Survey No. 57.

2. The Encumbrance Certificate for the period 01.04.1970 to 31.03.1974 which bears out nil encumbrances with respect to the land in Survey No. 57.

3. The Encumbrance Certificate for the period 01.04.1974 to 18.01.2008 which bears out registration of Sale Deed dated 18.12.2003, registered as Document No. 2400 (not a subject matter of this report), Sale Deed dated 16.05.2005, registered as Document No. 962 (not a subject matter of this report), Sale Deed dated 25.08.2005, registered as Document No. 2416 and Sale Deed dated 29.06.2004 registered as Document No. 782 with respect to the land in Survey No. 57/1.

4. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out registration of Sale Deed dated 18.12.2003, registered as Document No. 2400 (not a subject matter of this report), Sale Deed dated 16.05.2005, registered as Document No. 962 (not a subject matter of this report), Sale Deed dated 25.08.2005, registered as Document No. 2416 and Sale Deed dated 29.06.2004 registered as Document No. 782 (not a subject matter of this report) Mortgage Deed dated 16.03.2009 registered as Document No. 06077 (not a subject matter of this report) and Redemption of Mortgage dated 27.04.2010 registered as Document No. 00394 (not a subject matter of this report) with respect to the land in Survey No. 57/1.

5. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 57/1

6. The Encumbrance Certificate for the period 21.08.2011 to 31.03.2015 which bears out registration of Sale Deed dated 14.09.2012 registered as Document No. 03559 with respect to the land in Survey No. 57/3

7. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out registration of Confirmation Deed dated 20.04.2013 registered as Document No. 663 and Confirmation Deed dated 07.05.2013 registered as Document No. 950 with respect to the land in Survey No. 57/3

8. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out registration of Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. 3686 with respect to the land in Survey No. 57/3

9. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas

10. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas

11. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas

12. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas

13. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas

14. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 57/3 measuring 2 acres 8 ½ guntas.

Litigation: the suits are pending, and the details of the said suits are detailed in Litigation table.

1. O.S No. 465/2010 – Vekataswamy and Anr. v. Lakshmamma and Ors with regard to Survey No.57.
2. O.S No. 152/2016 – Sallapuramma and Ors. v. Venkataswamy and Ors with regard to Survey No.57/3.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-15 18:11:22

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas:

All that piece and parcel of the commercially converted land in Survey No. 57/3 (old No. 57/1, much earlier bearing No. 57), measuring 2 acres 9 ½ guntas (converted vide Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)106/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 57/2 and 57/4;
West by	:	Land bearing Survey No. 57/3;
North by	:	Land bearing Survey Nos. 45/2; and
South by	:	Land bearing Survey No. 60/1

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 169
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Inam Order dated 31.08.1964 in case No. 61/1959-60 by the Additional Special Deputy Commissioner for Inam Abolition, Bangalore
4.	Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16 issued by Tahsildar, Devanahalli Taluk
5.	Records of Rights in RR No. 170
6.	Sale Deed dated 04.06.1962, registered as Document No 562/1962-63, Volume 846, at Pages 117 to 118 before the office of the Sub-Registrar Devanahalli
7.	Mutation Register bearing MR No. 9/1984-85
8.	Sale Deed dated 10.08.1977 registered as Document No. 988/1977-78, before the office of the Sub-Registrar, Devanahalli
9.	Inheritance Certificate Register bearing IHR No. 25/1992-93
10.	Affidavit dated 01.08.2014 sworn by Venkataswamy, son of late Narayana Bhoyi alias Narayanaswamy stating the genealogical tree of late Narayana Bhoyi
11.	Gift Deed dated 16.03.1999 registered as Document No. 2518/1998-99, Volume 1797 at Pages 98 & 99 before the office of the Sub-Registrar Devanahalli
12.	Mutation Register bearing MR No. 16/1998-99
13.	General Power of Attorney dated 26.02.2003 registered as Document No. 45/2002-03, Volume 62 at pages 202 to 211 before the office of the Sub-Registrar, Devanahalli
14.	Sale Deed dated 25.08.2005 registered as Document No. DNH-1-2416/2005-06, stored in C.D. No. DNHD57, before the office of the Sub-Register, Devanahalli
15.	Mutation Register bearing MR No. 12/2005-06

16.	Agreement to Sell dated 26.06.2010 entered between V.R. Singarachari, son of late K. Ramaswamy Iyengar and Nam Estates Private Limited
17.	Mutation Register bearing MR No. H20/2011-12
18.	Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)106/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
19.	Mutation Register bearing MR No. T8/2012-13
20.	Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03559/2012-13, stored in C.D. No DNHD 284, before the office of the Sub-Registrar, Devanahalli
21.	Rectification Deed dated 24.09.2015 registered as Document No. DNH-1-05644/2015-16, stored in CD No. DNHD561, before the office of the Sub-Registrar, Devanahalli
22.	Mutation Register bearing MR No.H27/2014-15
23.	Sale Deed dated 29.06.2004 registered as Document No. DNH-I -00782/2004-05, stored in CD No. DNHD14, before the office of the Sub-Registrar, Devanahalli
24.	Mutation Register bearing MR No. H20/2011-12
25.	Confirmation Deed dated 20.04.2013 registered as Document No. DNH-1-00663/2013-14, stored in CD No. DNHD321, before the office of the Sub-Registrar, Devanahalli
26.	Confirmation Deed dated 07.05.2013 registered as Document No. DNH-1-00950/2013-14, stored in CD No. DNHD323, before the office of the Sub-Registrar, Devanahalli
27.	Memo and Orde Sheet in O. S. No. 673/2012 before the court of Civil Judge (Senior Division) and JMFC Devanahalli
28.	Confirmation Deed dated 21.05.2015 registered as Document No. DNH-1-01499/2014-15, stored in CD No. DNHD544, before the office of the Sub-Registrar, Devanahalli
29.	Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka

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30.	Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
31.	Inam Order dated 20.04.1962 passed in case No. 10/1959-60
32.	Order dated 02.03.2013 in case No. R.A (DE): 212/2008-09 by the Court of Assistant Commissioner, Doddaballapur Sub-Division, Bangalore
33.	Memorandum of Entry dated 30.12.2015 executed by Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
34.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
35.	RTCs for the period from 1968-69 to 2001-02 in relation to Survey No. 57
36.	RTCs for the period from 2001-02 to 2008-09 and 2010-11 in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas
37.	RTCs for the period from 2011-12 to 2015-16 in relation to Survey No. 57/3.
38.	Endorsement dated 17.10.2015 in No. R.K.C.R/224/2015-16 issued by the Tahsildar, Devanahalli Taluk.
39.	Tippany of Survey No. 57.
40.	Karda of Survey No. 57.
41.	Karnataka revision settlement akarband extract .
42.	Hissa Tippany and RR Pakka Book of Survey No. 57/1 and 57/2
43.	Atlas of Survey Nos. 57/1 and 57/2
44.	RR Pakka Book of Survey No. 57/1, 57/3 and 57/4
45.	Atlas of Survey No. 57/1, 57/3 and 57/4
46.	Village map of Hegganahalli

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47.	Endorsement dated 30.01.2008 in No. L.R.F.C.R:692/2006-07 issued by the Tahsildar, Devanahalli Taluk
48.	Endorsement dated 10.10.2011 in No. L.R.F.C.R:158/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
49.	Endorsement dated 10.10.2011in No. P.T.C.L.CR:146/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
50.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
51.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
52.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
53.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
54.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
55.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
56.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
57.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012.
58.	Property tax paid receipt for the period 2013-14 in receipt No. 383302 dated 26.03.2014.
59.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015.
60.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016.

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61.	Property tax paid receipt for the period 2017-18 in receipt No. 653070 dated 15.06.2017.
62.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1970.
63.	Encumbrance Certificate for the period 01.04.1970 to 31.03.1974.
64.	Encumbrance Certificate for the period 01.04.1974 to 07.01.2010.
65.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011.
66.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
67.	Encumbrance Certificate for the period 21.08.2011 to 31.03.2015.
68.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
69.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
70.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
71.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
72.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
73.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
74.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No. 57. The Survey No. 57 measuring 5 acres 13 guntas (excluding 4 guntas kharab) was an Inam land and H. Gopalakrishna Shastry was an Inamdar (ex-jodidar) of Hegganahalli village. H. Gopalakrishna Shastry was holding agricultural land bearing Survey No. 57 measuring 5 acres 13 guntas along with other survey numbers in the said village.

2. We have perused a copy of the Index of Land and Record of Rights bearing RR No. 169 with respect to Survey No. 57 which bears out that earlier the Survey No. 57 measuring 5 acres 13 guntas was in possession of H. Gopalakrishna Shastry and others.

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

4. We have perused a copy of the Inam Order dated 31.08.1964 which bears out that, on abolition of inams under the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, H. Gopalakrishna Shastry applied to the Additional Special Deputy Commissioner for Inam Abolition, Bangalore to register him as an occupant of the Survey No. 57 measuring 5 acres 13 guntas and other properties situated in the Hegganahalli Village under the provision of said Act. The Additional Special Deputy Commissioner on satisfying himself that the lands do not fall under prohibited categories specified in sub-clause (i), (ii) and (iii) of sub section (1) of section 9 of the said Act, registered H. Gopalakrishna Shastry as a occupant of the Survey No. 57 vide Order dated 31.08.1964 in case No. 61/1959-60.

Note: We have not been provided with the copy of the Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to H. Gopalakrishna Shastry. and we are given to understand that the same is not available and the same is not a concern as we have seen and relied on the contents of the Inam Order and subsequent revenue documents.

5. We have perused a copy of the Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16 issued by Tahsildar, Devanahalli Taluk which bears out that Form No. 8 with respect to Survey No. 57 of Hegganahalli Village is not available in the cataloguing and Index.

6. We have perused a copy of the Records of Rights in RR No. 170 which bears out the name of Narayana Bhoyi, son of Venkataswamy Bhoyi as cultivator of Survey No. 57 as per oral saguvali agreement.

7. We have perused a copy of the Sale Deed dated 04.06.1962, registered as Document No 562/1962-63, Volume 846, at Pages 117 to 118 before the office of the Sub-Registrar Devanahalli which bears out that H. Gopalakrishna Shastry, son of Chandrashekar Shastry sold the Survey No. 57 measuring 5 acres 13 guntas in favour of Narayana Bhoyi, son of Venkataswamy Bhoyi. Subsequent to the execution of Sale Deed Narayana Bhoyi became the absolute owner of Survey No. 57. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1970 bears out registration of Sale Deed dated 04.06.1962.

8. We have perused a copy of the Mutation Register extract in MR No. 9/1984-85 which bears out that as per the Sale Deed dated 04.06.1962, the khata with respect to the Survey No. 57 measuring 5 acres 13 guntas has been transferred and registered to the name of Narayana Bhoyi, son of Venkataswamy Bhoyi

9. We have perused a copy of the Inheritance Certificate Register bearing IHR No. 25/1992-93 which bears out that after the death of Narayana Bhoyi, son of Venkataswamy Bhoyi, the khata with respect to the Survey No. 57 measuring 4 acres 13 guntas has been transferred and registered to the name of his only one son, Venkata Bhoyi alias Venkataswamy. Even though, in the aforesaid IHR No. 25/1992-93, the extent of land inherited by Venkata Bhoyi alias Venkataswamy is mentioned as 4 acres 13 guntas, as per succession his legal heirs are entitled to 5 acres 13 guntas in Survey No. 57.

10. We have perused a copy of the affidavit dated 01.08.2014 sworn by Venkataswamy, son of late Narayana Bhoyi alias Narayanaswamy stating the genealogical tree of late Narayana Bhoyi alias Narayanaswamy, which bears out that Narayana Bhoyi alias Narayanaswamy (dead) was married to Eramma (dead) and they are survived by one son and two daughters namely, Venkataswamy, Peddakka (dead) and Chandramma. Venkataswamy is married to Sudha and they have two sons namely, Master Swamy and Master Manjunatha. Peddakka was married to Chikka Venkatappa (dead) and they are survived by three daughters namely, Venkatamma, Sallapuri and Manjula. Chandramma is married to Narayanappa and they have three daughters namely, Pedma, Mahadevi and Manjula.

11. We have perused a copy of the Sale Deed dated 10.08.1977 registered as Document No. 988/1977-78, Volume 1211 at Pages 36 to 38, before the office of the Sub-Registrar,

Devanahalli which bears out that Narayana Bhovi, son of Venkatashamappa sold the portion of Survey No. 57 measuring 1 acre in favour of R. Ramu, son of Chikkavenkatappa.

12. We have perused a copy of the Survivorship Certificate dated 02.12.1985 in No. SUR.1231/1985-86 issued by the Tahsildar, Devanahalli Taluk which bears out that R. Ramu had a wife by name Kalamma and three sons namely, Krishnamurthy, Gopalakrishna and Ramu

13. We have perused a copy of the Inheritance Certificate Register in IHR No. 82/1987-88 which bears out that after the death of R. Ramu, the khata with respect to the portion of Survey No. 57 measuring 1 acre has been transferred and registered in the name of his wife, Kalamma.
It is observed that the Survey No. 57, measuring 5 acres 17 guntas (including 4 gunta kharb) has been bifurcated into 2 portions by assigning sub-numbers i.e., 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab land and 57/2, measuring 4 ½ guntas. The portion of land purchased by R. Ramu, son of Chikkavenkatappa and other portion of same land is numbered as Survey No. 57/1.

14. We have perused a copy of the General Power of Attorney dated 16.06.2003 registered as Document No. 13/2003-04, Volume 63 at Pages 63 to 71, before the office of the Sub-Registrar, Devanahalli which bears out that A. Janakamani, wife of V.S. Aravindan authorised and empowered her husband V.S. Aravindan, son of V. R. Singarachari to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

15. We have perused a copy of the Sale Deed dated 16.05.2005, registered as Document No. DNH-1-0962/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Kalamma, wife of Ramu, Krishnamurthy, Gopalakrishna and Ramu, all sons of Ramu, Uma, wife of Krishnamurthy and Kamala, wife of Gopalakrishna sold the portion of Survey No. 57/1 measuring 1 acre in favour of A. Janakamani, wife of V.S Aravindan (represented by her power of attorney holder V.S. Aravindan). The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Sale Deed dated 16.05.2005.

16. We have perused a copy of the Mutation Register extract in MR No. 71/2004-05 which bears out that as per the Sale Deed dated 16.05.2005, the khata with respect to the Survey No. 57/1, measuring 1 acre has been transferred and registered to the name of A. Janakamani, wife of V.S Aravindan.

17. We have perused a copy of the Agreement to Sell dated 26.06.2010 which bears out that A. Janakamani, wife of V.S Aravindan agreed to sell the Survey No. 57/1 measuring 1 acre in favour of Nam Estates Private Limited

18. We have perused a copy of the Mutation Register extract in MR No. H20/2011-12 which bears out that, the Survey No. 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab has been further bifurcated into 3 portions by assigning sub-numbers i.e., 57/1, measuring 2 acres 2 ½ guntas including 2 ½ guntas kharab, 57/3, measuring 2 acres 10 guntas including 1 ½ guntas kharab and 57/4, measuring 1 acre. The portion of land which was purchased by A. Janakamani, wife of V.S Aravindan is numbered as 57/4, measuring 1 acre and the katha of the said land was registered in her name vide Mutation Register bearing MR No. H20/2011-12.

19. We have perused a copy of the Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)105/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 57/4, measuring 1 acre along with other properties has been converted from agricultural use to non-agricultural/ commercial purposes.

20. We have perused a copy of the Mutation Register extract in MR No. T7/2012-13 which bears out the conversion of Survey No. 57/4 measuring 1 acre from agricultural use to non-agricultural purposes as per Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)105/2011-12.

21. We have perused a copy of the Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03562/2012-13, stored in C.D. No DNHD 284, in the office of the Sub-Registrar, Devanahalli which bears out that A. Janakamani, wife of V.S Aravindan (represented by her power of attorney holder V.S. Aravindan) sold the Survey No. 57/4, measuring 1 acre in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria. The Encumbrance Certificate for the period 01.01.2012 to 31.03.2015 bears out registration of Sale Deed dated 14.09.2012.

22. We have perused a copy of the Rectification Deed dated 24.09.2015 registered as Document No. DNH-1-05641/2015-16, stored in CD No. DNHD561, before the office of the Sub-Registrar, Devanahalli, which bears out that in the aforementioned Sale Deed dated 14.09.2012, the Survey No. 57 which was wrongly mentioned as Survey No. 58 in Page No. 2 and the said error was rectified by the Rectification Deed dated 24.09.2015. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 bears out registration of Rectification Deed dated 24.09.2015.

23. We have perused a copy of the Mutation Register extract in MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 57/4, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

24. We have perused a copy of the Confirmation Deed dated 20.04.2013 registered as Document No. DNH-1- 00663/2013-14, stored in CD No. DNHD321, before the office of the Sub-Registrar, Devanahalli which bears out that Manjula, (daughter of late Chikka Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 16.05.2005 executed in favour of

A. Janakamani with respect to Survey No. 57/1, measuring 1 acre and others Sale Deeds executed in favour of V.S. Ramanujam and V.R. Singarachari with respect to other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 1 acre and other survey numbers mentioned therein. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 bears out registration of Confirmation Deed dated 20.04.2013.

25. We have perused a copy of the Confirmation Deed dated 07.05.2013 registered as Document No. DNH-1-00950/2013-14, stored in CD No. DNHD323, before the office of the Sub-Registrar, Devanahalli which bears out that Sollapuriyamma alias Sollapuri (daughter of late Chikka Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 16.05.2005 executed in favour of A. Janakamani with respect to Survey No. 57/1, measuring 2 1 acre and others Sale Deeds executed in favour of V.S. Ramanujam and V.R. Singarachari with respect to other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 1 acre and other survey numbers mentioned therein. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 bears out registration of Confirmation Deed dated 07.05.2013.

26. We have perused a copy of the Order Sheet passed in O. S. No. 673/2012 which bears out that, Venkatamma (daughter of late Chinna Venkatappa and late Peddakka) and another had filed an original suit in O. S. No. 673/2012 before the court of Civil Judge (Senior Division) and JMFC Devanahalli, against Venkataswamy and others seeking an order for declaration, declaring that they are entitled to 1/3rd share in the suit schedule property. During the pendency of suit, Venkatamma had executed the Confirmation Deed and also filed a memo seeking an order to dismiss the suit as not pressed. Accordingly, on 03.06.2015, the suit is dismissed. We have also perused copy of the Plaint filed in O. S. No. 673/2012 before the court of Civil Judge.

27. We have perused a copy of the Confirmation Deed dated 21.05.2015 registered as Document No. DNH-1-01499/2014-15, stored in CD No. DNHD544, before the office of the Sub-Registrar, Devanahalli which bears out that Venkatamma (daughter of late Chinna Venkatappa and late Peddakka) confirmed and affirmed the Sale Deed dated 16.05.2005 executed in favour of A. Janakamani with respect to Survey No. 57/1, measuring 1 acre and others Sale Deeds executed in favour of V.S. Ramanujam and V.R. Singarachari with respect to other survey numbers. Further confirmed that they do not have any claim, right, title and interest over the Survey No. 57/1, measuring 1 acre and other survey numbers mentioned therein. The registration of the said deed is borne out in the encumbrance certificate for the period 01.04.2012 to 31.03.2016.

28. We have perused a copy of the consent deed dated 26.02.2013 registered as document No.7973/2012-13 which bears out that Chandramma wife of Narayana Bhovi in favour of V.S.Ramanjujam represented by his power of attorney holder V.S.Aravindan. The registration

of the said consent deed is borne out in the encumbrance certificate for the period 01.04.2012 to 31.03.2016.

29. We have perused a copy of the Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 57 measuring 3 acres 8 ½ guntas and other properties for commercial purposes from residential use.

30. We have perused a copy of the Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 57 measuring 3 acres 8 ½ guntas and other properties for commercial purposes from residential use.

31. We have perused a copy of the Inam Order dated 20.04.1962 passed in case No. 10/1959-60 which bears out that one Pedda Bhovi, son of Dodda Venkataswamappa was registered as an ordinary tenant under Section 9-A of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954 with respect to Survey No. 57, measuring 4 acres.

    It is noted that the aforesaid Inam Order dated 31.08.1964 recognizes the H. Gopalakrishna Shastry as occupant/owner of Survey No. 57 measuring 5 acres 13 guntas and the Order dated 20.04.1962 recognizes Pedda Bhovi, son of Dodda Venkataswamappa as tenant of the portion of Survey No. 57 measuring 4 acres. Pedda Bhovi, cannot be the owner unless he gets occupancy rights under Inams Abolition Law or under the Karnataka Land Reforms Act, 1961. There are no documents to show the conferment of the occupancy certificate / rights to Pedda Bhovi.

32. We have perused a copy of the Order dated 02.03.2013 which bears out that the legal heirs of Pedda Bhovi namely, Lakshmamma, wife of late Marappa, Venkataswamy and Peddanna, both sons of late Marappa, Devamma, wife of Venkatesh and daughter in law of Marappa had filed a case No. R.A (DE): 212/2008-09 before the Court of Assistant Commissioner, Doddaballapur Sub-Division, Bangalore against V. R. Singachari, A Janakamani, V. S. Ramanujam challenging the mutation entries made in MR No. 20/2003-04, MR 71/2004-05, MR 12/2005 in their respective names. The Assistant Commissioner by the Order dated 02.03.2013 dismissed the case on the ground that the same issue is pending in original suit in No. 465/2010-11 in the court of Civil Judge (Senior Division) Devanahalli. We have perused copies of Plaint, Written Statement, Order Sheet and Judgment passed in original suit in No. 465/2010-11 in the court of Civil Judge (Senior Division) Devanahalli.

33. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing

Development Finance Corporation Limited on the security of Survey No. 57/4 and other properties mentioned therein.

34. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount with regard to Memorandum of Entry dated 30.12.2015.

35. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 57/4 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 57/4 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka). The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 bears out registration of Relinquishment Deed dated 17.08.2015.

36. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 bears out registration of said deed.

37. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1968-69 to 1977-78 which bears out the name of H. Gopalakrishna Shastry as the owner.

38. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1978-79 to 1983-84 which bears out the name of Narayana Bhoyi (as per sale) as the owner.

39. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1984-85 to 1988-89 which bears out the name of

Narayana Bhoyi (as per MR No. 9/1984-85 for 4 acres 13 guntas) and Kalamma, wife of R. Ramu (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

40. We have perused copies of the RTCs in relation to Survey No. 57, measuring 5 acres 17 guntas with 4 guntas kharab, for the period from 1989-90 to 2001-02 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 4 acres 13 guntas) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

41. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2001-02 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 4 acres 13 guntas) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

42. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2002-03 to 2004-05 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 2 acres 8 ½ guntas), V.S. Ramanujam (as per MR No. 12/2003-04 for 2 acres) and Kalamma (as per IHR 82/1987-88 for 1 acre) as the owners and cultivators.

43. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2005-06 which bears out the name of Venkata Bhoyi alias Venkataswamy (as per IHR No. 82/1987-88 for 2 acres 8 ½ guntas), V.S. Ramanujam (as per MR No. 20/2003-04 for 2 acres) and Janakamani (as per MR No. 71/2004-05 for 1 acre) as the owners and cultivators.

44. We have perused copies of the RTCs in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas with 4 guntas kharab, for the period from 2006-07 to 2008-09 and 2010-11 which bears out the name of V.S. Ramanujam (as per MR No. 20/2003-04 for 2 acres) and A. Janakamani (as per MR No. 71/2004-05 for 1 acre) and V.R. Singarachari (as per MR No. 12/2005-06 for 2 acres 8 ½ guntas) as the owners and cultivators.

45. We have perused copies of the RTCs in relation to Survey No. 57/4, measuring 1 acre without kharab, for the period from 2012-13 to 2013-14 which bears out the name of A. Janakamani (as per MR No. 71/2004-05) as the owner and cultivator.

46. We have perused copies of the RTCs in relation to Survey No. 57/4, measuring 1 acre without kharab, for the period 2014-15 and 2015-16 which bears out that the Survey No. 57/4 is categorised as NAK (as per MR No. H27/2014-15).

47. We have perused a copy of the Endorsement dated 17.10.2015 in No. R.K.C.R/224/2015-16 issued by the Tahsildar, Devanahalli Taluk which bears out that the RTCs for the period 1983 to 1987 with respect to the Survey No. 57 is not available.

Survey documents with respect to Survey No.57/4:

1. We have perused a copy of the Tippany and Karda of Survey No. 57 which bears out that Jodiadar as kardadars and Narayana Bhoyi as cultivator of Survey No. 57.

2. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 57/4 measured 1 acre without kharab.

3. We have perused a copy of the Hissa Tippany and RR Pakka Book, which bears out that the Survey No. 57, measuring 5 acres 17 guntas (including 4 gunta kharb) has been bifurcated into 2 portions by assigning sub-numbers i.e., 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab land and 57/2, measuring 4 ½ guntas.

4. We have perused a copy of the Atlas showing the bifurcation of Survey No. 57 into 57/1 and 57/2.

5. We have perused a copy of the RR Pakka Book, which bears out that the Survey No. 57/1, measuring 5 acres 12 ½ guntas including 4 guntas kharab has been further bifurcated into 3 portions by assigning sub-numbers i.e., 57/1, measuring 2 acres 2 ½ guntas including 2 ½ guntas kharab, 57/3, measuring 2 acres 10 guntas including 1 ½ guntas kharab and 57/4, measuring 1 acre. The name of A. Janakamani is entered as the owner of Survey No. 57/4.

6. We have perused a copy of the Atlas showing the bifurcation of Survey No. 57/1 into 57/1, 57/3 and 57/4.

7. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 57 formed part of the said village.

Endorsements with respect to Survey No. 57/4:

1. We have perused a copy of the Endorsement dated 30.01.2008 in No. L.R.F.C.R:692/2006-07 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 57/1, measuring 5 acres 8 ½ guntas.

2. We have perused a copy of the Endorsement dated 10.10.2011 in No. L.R.F.C.R:158/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore states that, that there are no proceedings filed under Sections 79 A and B of the Karnataka Land Reforms Act 1961 with respect to Survey No. 57/1, measuring 3 acres 8 ½ guntas.

3. We have perused a copy of the Endorsement dated 10.10.2011in No. P.T.C.L.CR:146/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears

out that there are no proceedings initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 57/1, measuring 3 acres 8 ½ guntas.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 57 along with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 57 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Katha and Tax receipts with respect to Survey No. 57/4

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 and 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of M/s. Nam Estates Private Limited as the owner/katha holder of the Survey No. 57/4.
2. We have perused a copy of the tax paid receipts which bears out that M/s. Nam Estates Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2013-14, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 57/4

Encumbrance certificates with respect to Survey No. 57/4:

1. The Encumbrance Certificate for the period 01.04.1960 to 31.03.1970 which bears out registration of Sale Deed dated 04.06.1962, registered as Document No 562 with respect to the land in Survey No. 57.

2. The Encumbrance Certificate for the period 01.04.1970 to 31.03.1974 which bears out nil encumbrances with respect to the land in Survey No. 57.

3. The Encumbrance Certificate for the period 01.04.1974 to 18.01.2008 which bears out registration of Sale Deed dated 18.12.2003, registered as Document No. 2400 (not a subject

matter of this report), Sale Deed dated 16.05.2005, registered as Document No. 962, Sale Deed dated 25.08.2005, registered as Document No. 2416 (not a subject matter of this report) with respect to the land in Survey No. 57/1.

4. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 which bears out registration of Sale Deed dated 18.12.2003, registered as Document No. 2400 (not a subject matter of this report), Sale Deed dated 16.05.2005, registered as Document No. 962, Sale Deed dated 25.08.2005, registered as Document No. 2416 (not a subject matter of this report) and Sale Deed dated 29.06.2004 registered as Document No. 782 (not a subject matter of this report), Mortgage Deed dated 16.03.2009 registered as Document No. 06077 (not a subject matter of this report) and Redemption of Mortgage dated 27.04.2010 registered as Document No. 00394 (not a subject matter of this report) with respect to the land in Survey No. 57/1.

5. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 57/1

6. The Encumbrance Certificate for the period 01.01.2012 to 31.03.2015 which bears out registration of Sale Deed dated 14.09.2012 registered as Document No. 3562 with respect to the land in Survey No. 57/4

7. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out registration of Confirmation Deed dated 20.04.2013 registered as Document No. 663 and Confirmation Deed dated 07.05.2013 registered as Document No. 950 with respect to the land in Survey No. 57/4

8. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

9. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out registration of Relinquishment Deed dated 17.08.2015 registered as Document No. Rectification Deed dated 24.09.2015 registered as Document No. 5641 with respect to the land in Survey No. 57/4

10. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

11. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

12. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out registration of Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. 3686 with respect to the land in Survey No. 57/4

13. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

14. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

15. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

16. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

17. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre

18. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre.

19. The Encumbrance Certificate for the period 22.07.2022 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 57/4 measuring 1 acre.

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and subject to mortgage in favour of HDFC Limited.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre

All that piece and parcel of the commercially converted land in Survey No. 57/4 (old No. 57/1, much earlier bearing No. 57), measuring 1 acre (converted vide Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)105/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 58/1, 58/2 and 58/3;
West by	:	Land bearing Survey No. 57/3;
North by	:	Land bearing Survey No. 45/2; and
South by	:	Land bearing Survey No. 57/2

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Index of Land and Record of Rights bearing RR No. 169
2.	Notification dated 13.01.1959 in No. RD 3 MIN58.
3.	Inam Order dated 31.08.1964 in case No. 61/1959-60 by the Additional Special Deputy Commissioner for Inam Abolition, Bangalore
4.	Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16 issued by Tahsildar, Devanahalli Taluk
5.	Records of Rights in RR No. 170
6.	Sale Deed dated 04.06.1962, registered as Document No 562/1962-63, Volume 846, at Pages 117 to 118 before the office of the Sub-Registrar Devanahalli
7.	Mutation Register bearing MR No. 9/1984-85
8.	Inheritance Certificate Register bearing IHR No. 25/1992-93
9.	Affidavit dated 01.08.2014 sworn by Venkataswamy, son of late Narayana Bhoyi alias Narayanaswamy stating the genealogical tree of late Narayana Bhoyi
10.	Sale Deed dated 10.08.1977 registered as Document No. 988/1977-78, Volume 1211 at Pages 36 to 38, before the office of the Sub-Registrar, Devanahalli
11.	Survivorship Certificate dated 02.12.1985 in No. SUR.1231/1985-86 issued by the Tahsildar, Devanahalli Talu
12.	Inheritance Certificate Register in IHR No. 82/1987-88
13.	General Power of Attorney dated 16.06.2003 registered as Document No. 13/2003-04, Volume 63 at Pages 63 to 71, before the office of the Sub-Registrar, Devanahalli
14.	Sale Deed dated 16.05.2005, registered as Document No. DNH-1-0962/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli
15.	Mutation Register bearing MR No. 71/2004-05

16.	Agreement to Sell dated 26.06.2010 entered between A. Janakamani, wife of V.S Aravindan and Nam Estates Private Limited
17.	Mutation Register bearing MR No. H20/2011-12
18.	Official Memorandum dated 08.08.2012 in No. ALN:SR(De Ku)105/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
19.	Mutation Register bearing MR No. T7/2012-13
20.	Sale Deed dated 14.09.2012 registered as Document No. DNH-1-03562/2012-13, stored in C.D. No DNHD 284, in the office of the Sub-Registrar, Devanahalli
21.	Rectification Deed dated 24.09.2015 registered as Document No. DNH-1-05641/2015-16, stored in CD No. DNHD561, before the office of the Sub-Registrar, Devanahalli
22.	Mutation Register bearing MR No.H27/2014-15
23.	Confirmation Deed dated 20.04.2013 registered as Document No. DNH-1-00663/2013-14, stored in CD No. DNHD321, before the office of the Sub-Registrar, Devanahalli
24.	Confirmation Deed dated 07.05.2013 registered as Document No. DNH-1-00950/2013-14, stored in CD No. DNHD323, before the office of the Sub-Registrar, Devanahalli
25.	Memo and Orde Sheet in O. S. No. 673/2012 before the court of Civil Judge (Senior Division) and JMFC Devanahalli
26.	Confirmation Deed dated 21.05.2015 registered as Document No. DNH-1-01499/2014-15, stored in CD No. DNHD544, before the office of the Sub-Registrar, Devanahalli
27.	Order dated 27.06.2011 in No. NAE105BMR2011, Bangalore issued by the Government of Karnataka
28.	Order dated 23.8.2011 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
29.	Inam Order dated 20.04.1962 passed in case No. 10/1959-60

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30.	Order dated 02.03.2013 in case No. R.A (DE): 212/2008-09 by the Court of Assistant Commissioner, Doddaballapur Sub-Division, Bangalore
31.	Memorandum of Entry dated 30.12.2015 executed by Nam Estates Private Limited in favour of Housing Development Finance Corporation Limited
32.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNFD555 before the office of the Sub-Registrar, Devanahalli
33.	RTCs for the period from 1968-69 to 2001-02 in relation to Survey No. 57
34.	RTCs for the period from 2001-02 to 2008-09 and 2010-11 in relation to Survey No. 57/1, measuring 5 acres 12 ½ guntas
35.	RTCs for the period from 2012-13 to 2015-16 in relation to Survey No. 57/4
36.	Endorsement dated 17.10.2015 in No. R.K.C.R/224/2015-16 issued by the Tahsildar, Devanahalli Taluk
37.	Tippany of Survey No. 57
38.	Karda of Survey No. 57
39.	Karnataka revision settlement akarband extract
40.	Hissa Tippany and RR Pakka Book of Survey No. 57/1 and 57/2
41.	Atlas of Survey Nos. 57/1 and 57/2
42.	RR Pakka Book of Survey No. 57/1, 57/3 and 57/4
43.	Atlas of Survey No. 57/1, 57/3 and 57/4
44.	Village map of Hegganahalli
45.	Endorsement dated 30.01.2008 in No. L.R.F.C.R:692/2006-07 issued by the Tahsildar, Devanahalli Taluk
46.	Endorsement dated 10.10.2011 in No. L.R.F.C.R:158/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore

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47.	Endorsement dated 10.10.2011in No. P.T.C.L.CR:146/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
48.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
49.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
50.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore
51.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
52.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
53.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
54.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
55.	Property tax paid receipt for the period 2012-13 in receipt No. 134363 dated 28.12.2012.
56.	Property tax paid receipt for the period 2013-14 in receipt No. 383302 dated 26.03.2014.
57.	Property tax paid receipt for the period 2015-16 in receipt No. 442190 dated 28.09.2015.
58.	Property tax paid receipt for the period 2016-17 in receipt No. 451499 dated 16.06.2016.
59.	Property tax paid receipt for the period 2017-18 in receipt No. 653071 dated 15.06.2017.
60.	Encumbrance Certificate for the period 01.04.1960 to 31.03.1970.
61.	Encumbrance Certificate for the period 01.04.1970 to 31.03.1974.

62.	Encumbrance Certificate for the period 01.04.1974 to 18.01.2008.
63.	Encumbrance Certificate for the period 01.04.1996 to 20.08.2011.
64.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
65.	Encumbrance Certificate for the period 01.01.2012 to 31.03.2015.
66.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
67.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
68.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.
69.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015.
70.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016.
71.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
72.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
73.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
74.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
75.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
76.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
77.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No.58/1 (old Survey No. 58) measuring 2 acres and 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No.58/1 (old Survey No. 58) measuring 2 acres and 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 58/1 (old Survey No. 58) measuring 3 acres situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District was earlier formed part of a larger extent of the Survey No.58.

2. The land bearing Survey No. 58 measuring 5 acres 21 guntas (including 1 gunta kharab) of Hegganahalli village was an Inam land and Sampangirama Shastry, son of Ramashastry is an Inamdar (ex-jodidar) of Hegganahalli village. Sampangirama Shastry, son of Ramashastry was holding agricultural land bearing Survey No. 58 measuring 5 acres 21 guntas (including 1 gunta kharab).

3. We have perused a copy of the Notification dated 13.01.1959 which bears out that subsequent to the abolition of the Inams and enactment of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, the lands situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk vested with the Government of Karnataka vide the Notification dated 13.01.1959 in No. RD 3 MIN58.

4. We have perused a copy of the Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16, issued by the Tahsildar, Devanahalli Taluk which bears out that the Form No. 8 with respect to Survey No. 58 of Hegganahalli Village is not available in cataloguing.

5. We have perused a copy of the Index of Lands with respect to Survey No. 58 which bears out that the name of Sampangirama Shastry, son of Ramashastry as the holder of Survey No. 58 measuring 5 acres 21 guntas.

Note: We have not been provided with the copy of the following:

   a) *Inam Order issued by the Special Deputy Commissioner for Inam Abolition, Bangalore in the name of occupant.*
   b) *Endorsement issued by the Special Deputy Commissioner for Inam Abolition conferring occupancy right to occupant.*

6. We have perused a copy of the endorsement dated 21.09.2015 issued by Thasilar, Devanahalli Taluk, which bears out non-availability of Register VIII extract with respect to Survey No.59 and other survey numbers.

7. We have perused a copy of the Sale Deed dated 30.12.1968 registered as Document No. 3063/1968-69, Volume 1019, at Pages 141 to 143 before the office of the Sub- Registrar, Devanahalli which bears out that Sampangirama Shastry, son of Ramashastry sold the Survey No. 58 measuring 8 acres 20 guntas in favour of Doddavenkatashamappa alias Doddavenkataswami Bhovi, son of Poojari Venkata Bhovi.

Discussion of title with respect to Survey No. 58 measuring 2 acres

8. We have perused a copy of the Sale Deed dated 11.07.1978 registered as Document No. 694/1978-79, Volume 1226, at Pages 1 and 2, before the office of the Sub-Registrar, Devanahalli, which bears out that Doddavenkatashamappa alias Doddavenkataswami Bhovi, son of Poojari Venkata Bhovi sold the portion of Survey No. 58 measuring 2 acres in favour of C.R. Muniyappa, son of Chinnaiah.

9. We have perused a copy of the Mutation Register bearing MR No. 9/1986-87 which bears out the registration details of the Sale Deed dated 11.07.1978 registered as Document No. 694/1978-79, and the name of C.R.Muniyappa is registered as owner.

10. We have perused a copy of the Record of Rights bearing RR No. 578 which records the entry of Sale Deed dated 11.07.1978 registered as Document No. 694/1978-79 and the name of C.R.Muniyappa.

11. We have perused a copy of the General Power of Attorney dated 16.06.2003 registered as Document No. 13/2003-04, Volume 63 at Pages 63 to 71, before the office of the Sub-Registrar, Devanahalli which bears out that Janakamani, wife of V.S. Aravindan authorised and empowered her husband V.S. Aravindan, son of V. R. Singarachari to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

12. We have perused a copy of the Genealogical tree of late Chinnaiah dated 20.12.1995 attested by the Village Accountant, Jalahalli Village Panchayat which indicates that Chinnaiah was married to Ramakka and they have three sons namely, C.R. Muniyappa, Munivenkata and C. Muniyappa. C.R. Muniyappa is married to Ramakka and they have six children namely, M. Doddappa, late Rathna (dead), Muniyakka, Muniyamma, Munilakshmi and Manjula. Munivenkata is married to Marakka and they have three children namely, Manjunath, Bhagya,

and Kamila and Kala. C. Muniyappa is married to Bharathi and they have two children namely, Meena and Arun Kumar.

13. We have perused a copy of the Sale Deed dated 19.02.2005, registered as Document No. DNH-1-04860/2004-05, stored in C.D. No. DNHD38, before the office of the Sub-Registrar, Devanahalli which bears out that C.R. Muniyappa along with his wife and son namely, Ramakka and Doddappa, Nagamma, wife of Doddappa, Master Kiran Kumar and Master Arun Kumar (both are minors represented by their father and natural guardian Doddappa) sold the Survey No. 58 measuring 2 acres in favour of Janakamani, wife of V.S Aravindan (represented by her power of attorney holder V.S. Aravindan). It is recited in the said Sale Deed that B.S. Narayanan, Director of Nam Estates Private Limited, requested M/s. Sai Krupa Projects to acquire the lands situated in Devanahalli Taluk for B.S. Narayanan and accordingly, M/s. Sai Krupa Projects entered into a Sale Agreement with C.R. Muniyappa for purchase of the Survey No. 58 measuring 2 acres. Thereafter, M/s. Sai Krupa Projects have nominated and assigned all its rights under the sale agreement to B.S. Narayanan and the said B.S. Narayanan has joined in the execution of the said sale deed as confirming party, to confirm that he has no rights over the said property.

14. We have perused a copy of the Mutation Register bearing MR No. 62/2004-05 which bears out that as per the Sale Deed dated 19.02.2005, the khata with respect to the Survey No. 58, measuring 2 acres has been transferred and registered to the name of Janakamani, wife of V.S Aravindan.

15. We have perused a copy of the Official Memorandum dated 10.06.2005 in No. ALN.ASR(DE)78/2005-06 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore, which bears out that Survey No. 58, measuring 2 acres has been converted from agricultural use to non-agricultural purposes.

16. We have perused a copy of the Mutation Register bearing MR No. 61/2005-06 which bears out that the Survey No. 58, measuring 2 acres has been converted from agricultural use to non-agricultural purposes. Official Memorandum dated 10.06.2005 in No. ALN.ASR(DE)78/2005-06 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.

17. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN: SR (De Ku):68/2011-12 issued by the Deputy Commissioner, Bangalore Rural District, which bears out that land in Survey No.58 measuring 3 acres 1 gunta along with other survey numbers was converted from residential purposes to commercial purposes.

18. We have perused a copy of the Sale Deed dated 25.08.2005 registered as Document No. DNH-1-02421/2005-06, stored in CD No. DNHD57, in the office of the Sub-Registrar, Devanahalli

which bears out that Janakamani, wife of V.S Aravindan (represented by her power of attorney holder V.S. Aravindan) sold the Survey No. 58, measuring 2 acres in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria.

19. We have perused a copy of the Confirmation Deed dated 27.02.2015, registered as Document No. DNH-1-10382/2014-15, stored in the C.D. No. DNHD 530, before the office of the Sub-Registrar, Devanahalli which bears out that Muniyakka, daughter of C.R. Muniyappa, Manjula, daughter of C.R. Muniyappa, M. Munilakshmi, daughter of C.R. Muniyappa, M. Manjula, daughter of C.R. Muniyappa, Ramesh, son of Marappa and grandson of C.R. Muniyappa confirmed and affirmed the sale deeds executed in respect of Survey No. 58 measuring 2 acres in favour of Janakamani, wife of V.S Aravindan (represented by her power of attorney holder V.S. Aravindan). It is recited in the said Confirmation Deed that, Muniyakka and others had filed a case in O.S. No. 528/2012 in the Court of the Senior Civil Judge and JMFC, Devanahalli for partition and separate possession and during the pendency of suit, the parties settled their dispute and filed a memo for withdrawal of suit. The court has withdrawn the suit as the matter is settled out of court.

Note: To produce the copies of following;

a) *As per Genealogical tree, C.R. Muniyappa had one more daughter by name* Muniyamma*, to obtain Confirmation Deed from Muniyamma, daughter of C.R. Muniyappa, confirming the sale deeds executed in respect of Survey No. 58 measuring 2 acres.*

Discussion of title with respect to Survey No. 58 measuring 1 acre

20. We have perused a copy of the Mutation Register bearing MR No. 48/1990-91 which bears out that after the death of Doddavenkatashamappa alias Doddavenkataswami Bhovi, son of Poojari Venkata Bhovi, the khata with respect to another portion of Survey No. 58, measuring 2 acres 20 guntas has been transferred and registered to the name of his son, Marappa and an extent of 1 acre in Survey No. 58 in the name of C. Muniyappa, son of Chinnappa (grand-son-of late Marappa who is the brother of late Doddavenkatashamappa).

21. We have perused a copy of the Mutation Register bearing MR No. 61/1990-91 which bears out that the khata with respect to another portion of Survey No. 58, measuring 1 acre (out of 2 acres 20 guntas) has been transferred and registered to the name of Marappa, son of late Doddamarappa (Doddamarappa is the brother of Doddavenkatashamappa) with the consent of Marappa, son of Doddavenkatashamappa.

22. We have perused a copy of the Sale Deed dated 03.05.1995 registered as Document No. 497/1996-97, Volume 1659, at pages 37 to 39 before the office of the Sub-Registrar, Devanahalli which bears out that Marappa, son of late Doddamarappa alias Doddavenkataswamy sold the Survey No. 58, measuring 1 acre in favour of Venkatamma, wife of Muniyappa.

23. We have perused a copy of the Mutation Register bearing MR No. 6/1996-97 which bears out that as per the Sale Deed dated 03.05.1995, the khata with respect to the Survey No. 58, measuring 1 acre has been transferred and registered to the name of Venkatamma, wife of Muniyappa.

24. We have perused a copy of the General Power of Attorney dated 26.02.2003 registered as Document No. 46/2002-03, Volume 62 at Pages 211 to 219, before the office of the Sub-Registrar, Devanahalli which bears out that V.S Ramanujam authorised and empowered his brother V.S. Aravindan, son of V. R. Singarachari to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

25. We have perused a copy of the Agreement for Sale dated 13.12.2004 executed by Venktamma and others in favour of M/s. Nam Estates Private Limited for sale and purchase of the Survey No. 58, measuring 1 acre.

26. We have perused a copy of the Sale Deed dated 11.01.2005, registered as Document No, DNH-1-04105/2004-05, stored in CD No, DNHD34, in the office of the Sub-Registrar, Devanahalli which bears out that Venkatamma along with her husband and sons namely, Muniyappa, Narayan and Venkatesh, respectively and Manjula, wife of Narayan and Devamma, wife of Venkatesh sold the Survey No. 58, measuring 1 acre in favour of V.S. Ramanujam, son of V. R. Singarachari (represented by his power of attorney holder V.S. Aravindan). It is recited in the said Sale Deed that B.S. Narayanan, Director of Nam Estates Private Limited, requested M/s. Sai Krupa Projects to acquire the lands situated in Devanahalli Taluk for B.S. Narayanan and accordingly, M/s. Sai Krupa Projects entered into a Sale Agreement with Venkatamma and others for purchase of the Survey No. 58 measuring 1 acre. Thereafter, M/s. Sai Krupa Projects have nominated and assigned all its rights under the sale agreement to B.S. Narayanan and the said B.S. Narayanan has joined in the execution of the said sale deed as confirming party, to confirm that he has no rights over the said property.

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27. We have perused a copy of the Mutation Register bearing MR No. 59/2004-05 which bears out that as per the Sale Deed dated 11.01.2005, the khata with respect to the Survey No. 58 measuring 1 acre has been transferred and registered to the name of V.S. Ramanujam, son of V. R. Singarachari.

28. We have perused a copy of the Official Memorandum dated 08.04.2005 in No. ALN: SR (De):231/2004-05 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that Survey No. 58, measuring 1 acre has been converted from agricultural use to non-agricultural purposes.

29. We have perused a copy of the Mutation Register bearing MR No. 68/2004-05 which bears out that the Survey No. 58, measuring 1 acre has been converted from agricultural use to non-agricultural purposes. Official Memorandum dated 08.04.2005 in No. ALN: SR (De):231/2004-05 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.

30. We have perused a copy of the Sale Deed dated 26.04.2005, registered as Document No. DNH-1-00589/2005-06, stored in CD No. DNHD47, before the office of the Sub-Registrar, Devanahalli which bears out that V.S. Ramanujam, son of V. R. Singarachari (represented by his power of attorney holder V.S. Aravindan) sold the Survey No. 58 measuring 1 acre in favour of Nam Estates Private Limited, a company, represented by its Director, Narpat Singh Choraria.

31. We have perused a copy of the Confirmation Deed dated 17.01.2012 registered as Document No. DNH-1-06347/2011-12, stored in CD No. DNHD252, before the office of the Sub Registrar, Devanahalli which bears out that the legal heirs of Doddavenkatashamappa alias Doddavenkataswami Bhovi namely, Lakshmamma, wife of Marappa, Venkata Swamy, son of late Marappa, Venkatamma, wife of Venkata Swamy, Baby Komala, daughter of Venkata Swamy, Baby Jayalakshmi, daughter of Venkata Swamy, Peddanna, son of late Marappa, Mamatha, wife of Peddanna, Devamma, daughter of Marappa, Venkata Swamy, son of late Narayanappa @ Narayana Bhovi, Sudha @ Sujatha, wife of Venkata Swamy, Master Swamy and Master Manjunath (both are sons of Venkata Swamy and minors represented by their father, Venkata Swamy), Chandramma, daughter of Narayanappa @ Narayana Bhovi, Marappa, son of late Poojari Marappa, Munirathna, wife of Marappa, Master Swamy, son of Marappa, Master Narayana, son of Marappa, Baby Sujatha, daughter of Marappa, Rathnamma, daughter of Poojari Marappa, Gowramma daughter of Poojari Marappa, Shanthamma, daughter of Poojari Marappa along with Venkatamma, wife of Muniyappa, Narayan and Venkatesh both sons of Muniyappa executed in favour of Janakamani, V. S. Ramaniujam and V.R. Singarachari (he is owner of other extent of land in same survey number)

and Nam Estates Private Limited confirming Sale Deeds executed with respect to Survey No. 58 measuring 2 acres and 1 acre along with other extent in their favour.

Note: Peddakka (daughter of Doddavenkataswami Bhovi), legal heirs of Marakka, legal heirs of Ramakka, legal heirs of Chikkavenkatamma and legal heirs of Chinnakka (all are deceased daughters of Mr. Doddavenkataswami), children of Peddakka (daughter of Narayanana Bhovi who is son of Doddavenkataswami), were not joined in execution of the Confirmation Deed dated 17.01.2012. To obtain Confirmation/Release deed from them and also it is advised to obtain Confirmation Deed from other legal heirs of Doddamarappa. We are given to understand that confirmation deed is not possible as there is a pending litigation - RFA.2259 of 2019. The litigation details are captured in Litigation -Annexure.

32. We have perused a copy of the genealogical tree/Affidavit of late Doddavenkatashamappa alias Doddavenkataswami Bhovi which indicates that Doddavenkatashamappa alias Doddavenkataswami Bhovi was married to Doddaeramma and they have 3 sons and 6 daughters namely, Peddanna alias Pedda Bhovi (dead), Narayanappa alias Narayana Bhovi, Poojari Marappa alias Marappa (dead), Peddakka, late Chikkavenkatamma (dead), late Ramakka (dead), late Chinnakka (dead), late Marakka (dead), Venkatamma.

33. We have perused a copy of the Mutation Register bearing MR No.H27/2014-15 which bears out that, subsequent to the conversion of Survey No. 58, the said land is categorised as Non-Agricultural Kharab (NAK) in the revenue records.

34. We have perused a copy of the Mortgage Deed dated 07.02.2009 registered as Document No. DNH-1-05661/2008-09, stored in CD No. DNHD169, before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited had mortgaged the Survey No. 58 along with other properties in favour of Rajesh Exports Limited. The Encumbrance Certificate for the period 01.04.1996 to 20.08.2011 bears out registration of Mortgage Deed dated 07.02.2009.

35. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00393/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Nam Estates Private Limited.

36. We have perused a copy of the Memorandum of Entry dated 21.03.2011, which bears out that Nam Estates Private Limited had mortgaged the Survey No. 58 and other properties in favour of Housing Development Finance Corporation Limited.

37. We have perused a copy of the No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited which bears out that the mortgage created by Nam Estates Private Limited with respect to the Survey No. 58 has been released.

38. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited (owner of other properties mentioned therein) availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 58 and other properties mentioned therein.

39. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

40. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that Nam Estates Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 58 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 58 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

    It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

41. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

42. We have perused copies of the RTCs in relation to Survey No. 58 measuring 5 acres 21 guntas including 1 gunta kharab, for the period from 1968-69 to 1972-73 which bears out the name of Sampangirama Shastry as the owner and cultivator.

Survey documents with respect to Survey No.58/1:

1. We have perused a copy of the village map of Hegganahalli and the composite Survey No. 58 formed part of the said village.

Endorsements with respect to Survey No. 58/1:

1. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Hegganahalli village.

2. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 58 along with certain other land parcels.

3. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 58 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km).

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 58.

Encumbrance certificates with respect to Survey No. 58/1:

1. We have perused copies of the encumbrance certificates 01.04.1960 to 21.07.2021 and from 22.07.2021 to 31.07.2024 and 01.08.2024 to 30.09.2024 which bears out nil encumbrances with respect to the land in Survey No. 58/1, measuring 3 acres.

Litigation: the said suits are pending, and the details of the said suits are detailed in Litigation table.

1. O.S No. 829/2008 – Muniyappa v. C.R Muniyappa and Ors.
2. O.S No. 664/2015 – Sallapuri and Anr v. Pedakka and Ors
3. O.S No. 753/2015 – Kala v. Venkatamma and Ors
4. O.S No. 849/2015 – Kirankumar v. Ramakka and Ors.
5. R.F.A No. 1741/2018 – Manjula and Ors. v. Eramma and Ors – with respect to Sy Nos.56 and 58

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited, a company is the owner of the converted land in Survey No.58/1 (old Survey No. 58) measuring 2 acres and 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District;

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-15 18:13:00

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No.58/1 (old Survey No. 58) measuring 2 acres and 1 acre:

All that piece and parcel of the commercially converted land in Survey No.58/1 (old Survey No. 58) measuring 2 acres and 1 acre, situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Nagamangala Village Boundary;
West by	:	Land bearing Survey No. 57/2 and 57/4;
North by	:	Land bearing Survey Nos. 58/2; and
South by	:	Land bearing Survey No. 59/2

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Notification dated 13.01.1959 in No. RD 3 MIN58.
2.	Endorsement dated 21.09.2015 in No. R.K/CR/193/2015-16 issued by the Tahsildar, Devanahalli Taluk
3.	Index of Lands
4.	General Power of Attorney dated 16.06.2003 registered as Document No. 13/2003-04, Volume 63 at Pages 63 to 71, before the office of the Sub-Registrar, Devanahalli
5.	Genealogical tree of late Chinnaiah dated 20.12.1995 attested by the Village Accountant, Jalahalli Village Panchayat
6.	Sale Deed dated 19.02.2005, registered as Document No. DNH-1-04860/2004-05, stored in C.D. No. DNHD38, before the office of the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No. 62/2004-05
8.	Mutation Register bearing MR No. 61/2005-06
9.	Sale Deed dated 25.08.2005 registered as Document No. DNH-1-02421/2005-06, stored in CD No. DNHD57, in the office of the Sub-Registrar, Devanahalli
10.	Confirmation Deed dated 27.02.2015, registered as Document No. DNH-1-10382/2014-15, stored in the C.D. No. DNHD 530, before the office of the Sub-Registrar, Devanahalli
11.	Mutation Register bearing MR No. 48/1990-91
12.	Mutation Register bearing MR No. 61/1990-91
13.	Sale Deed dated 03.05.1995 registered as Document No. 497/1996-97, Volume 1659, at pages 37 to 39 before the office of the Sub-Registrar, Devanahalli
14.	Mutation Register bearing MR No. 6/1996-97
15.	General Power of Attorney dated 26.02.2003 registered as Document No. 46/2002-03, Volume 62 at Pages 211 to 219, before the office of the Sub-Registrar, Devanahalli
16.	Agreement for Sale dated 13.12.2004 executed by Venktamma and others in favour of M/s. Nam Estates Private Limited

17.	Sale Deed dated 11.01.2005, registered as Document No, DNH-1-04105/2004-05, stored in CD No, DNHD34, in the office of the Sub-Registrar, Devanahalli
18.	Mutation Register bearing MR No. 59/2004-05
19.	Mutation Register bearing MR No. 68/2004-05
20.	Sale Deed dated 26.04.2005, registered as Document No. DNH-1-00589/2005-06, stored in CD No. DNHD47, before the office of the Sub-Registrar, Devanahalli
21.	Confirmation Deed dated 17.01.2012 registered as Document No. DNH-1-06347/2011-12, stored in CD No. DNHD252, before the office of the Sub Registrar, Devanahalli
22.	Genealogical tree/Affidavit of late Doddavenkatashamappa alias Doddavenkataswami Bhovi
23.	Mutation Register bearing MR No.H27/2014-15
24.	Mortgage Deed dated 07.02.2009 registered as Document No. DNH-1-05661/2008-09, stored in CD No. DNHD169, before the office of the Sub-Registrar, Devanahalli
25.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00393/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
26.	Memorandum of Entry dated 21.03.2011
27.	No dues letter dated 28.12.2012 issued by Housing Development Finance Corporation Limited
28.	Memorandum of Entry dated 30.12.2015
29.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
30.	RTCs for the period from 1968-69 to 1972-73
31.	Village map of Hegganahalli
32.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1763/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
33.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
34.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore

35.	Encumbrance Certificate for the period encumbrance certificates 01.04.1960 to 21.07.2021 and from 22.07.2021 to 31.07.2024 and 01.08.2024 to 30.09.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:

Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

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(vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

Malini Raju
AZB & PARTNERS
Bengaluru

MALINI RAJU

Digitally signed by MALINI RAJU
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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorized cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorized cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that Rama Bovi, son of Venkata Bovi was granted 20 guntas of land in Survey No. 51 (Block No. 50) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Rama Bovi, son of Venkata Bovi had paid the amount of Rs. 225/- to the Government in respect of the 20 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 20 guntas to Rama Bovi, son of Venkata Bovi. It is further observed from the Official Memorandum dated 16.06.1997 that, Rama Bovi belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorized occupation by various persons in Survey No. 51. An extent of 20 guntas in Survey No. 51, identified as Block No. 50, was in possession and cultivation of Rama Bovi.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 50, measuring 20 guntas has been transferred and registered in the name of Rama Bovi.

6. It is observed that Rama Bovi applied to the Government seeking permission for sale of the Survey No. 51, Block 50, measuring 20 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978. We have perused a copy of the intimation letter in No. LND(De) CR 114/2004-05 dated 17.05.2005, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Rama Bovi to pay 50% of the market value of the property (Rs.30,000/-).

7. We have perused a copy of the Receipt dated 20.05.2005 issued by the State Bank of Mysore which bears out that Rama Bovi has paid sum of Rs.30,000/- to the Government for sale permission for sale of the Survey No. 51, Block 50.

8. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Rama Bovi regarding grant of permission by the Government for sale of the Survey No. 51 measuring 20 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Rama Bovi should invests the sale consideration received to purchase some other land and (3) Rama Bovi should sell the lands as per the prevailing market value.

9. We have perused a copy of the genealogical tree of Rama Bovi sworn by way of affidavit before the notary public dated 28.02.2015 which bears out that, Rama Bovi is married to Peddakka and they have one daughter and one son namely, Shivamma and Venkatesh.

10. We have perused a copy of the General Power of Attorney dated 17.02.2005, registered as Document No. DNH-4-00122/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli which bears out that Rama Bovi along with his wife and son namely, Venkatamma and Venkatesh authorised and empowered Sridhar Shetty, son of Hanumappa Shetty to sign and execute any conveyance/s in favour of the purchaser or his nominee with respect to Survey No. 51, Block 50, measuring 20 guntas.

11. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1111/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Rama Bovi along with his wife and son namely, Venkatamma and Venkatesh (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P50 measuring 20 guntas in favour of Krishna Kumar, son of C. Mukundarajan. The Encumbrance Certificate for the period 01.04.1995 to 08.03.2011 bears out registration of Sale Deed dated 31.05.2005.

Note: In the aforesaid genealogical tree, the name of wife of Rama Bovi is mentioned as Peddakka, however, in the sale deed it is mentioned as Venkatamma and we are given to understand that both are one and the same.

12. We have perused a copy of the Mutation Register bearing MR No.118/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P50 measuring 20 guntas has been transferred and registered to the name of Krishna Kumar.

13. We have perused a copy of the Mutation Register bearing MR No. 18/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P50 has been deleted as per the Order dated 12.10.2005 in No. LND(DH)CR/110/112/04 issued by the Deputy Commissioner.

14. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Rama Bovi is numbered as Survey No. 93 measuring 20 guntas.

15. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 93 measuring 20 guntas has been transferred and registered to the name of Krishna Kumar.

16. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P50 measuring 20 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P50 measuring 20 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 93 measuring 20 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

19. We have perused a copy of the Mutation Register bearing MR No. T24/2012-13 which bears out the conversion of Survey No. 93 measuring 20 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13.

20. We have perused a copy of the Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03682/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 93 (old No. 51/P50) measuring 20 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 17.09.2012.

21. We have perused a copy of the Confirmation Deed dated 26.11.2015 registered as Document No. DNH-1-07788/2015-16, stored in CD No. DNHD570, before the office of the Sub-Registrar, Devanahalli which bears out that Shivamma, daughter of Rama Bovi confirmed and affirmed the execution of the sale deed in favour of Krishna Kumar. Further, she has confirmed that she do not have right, title and interest over the said property.

22. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

23. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 93 and other properties mentioned therein.

24. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

25. We have perused copies of the RTCs in relation to Survey No. 51, Block 50 measuring 20 guntas without kharab. For the period 1997-98 to 2001-02 which bears out the name of Rama Bovi (as per MR No. 6/1997-98) as the owner and cultivator.

26. We have perused copies of the RTCs in relation to Survey No. 51, Block 50 measuring 20 guntas without kharab. For the period 2001-02 to 2003-04 which bears out the name of Muniyamma, wife of late Venkata Bovi (as per IHR No. 19/2000-01) as the owner and cultivator.

27. We have perused copies of the RTCs in relation to Survey No. 51, Block 50 measuring 20 guntas without kharab. For the period 2004-05 which bears out the name of Rama Bovi (as per MR No. 6/1997-98) as the owner and cultivator.

28. We have perused copies of the RTCs in relation to Survey No. 51, Block 50 measuring 20 guntas without kharab. For the period 2005-06 to 2009-10 which bears out the name of Krishna Kumar (as per MR No. 118/2004-05) as the owner and cultivator.

29. We have perused copies of the RTCs in relation to Survey No. 93 measuring 20 guntas without kharab for the period 2010-11, 2012-13 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 118/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.93:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 93 measured 20 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Mara Bovi, son of Venkata Bovi is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 93, measures 20 guntas without kharab.

   Note: As per Certificate of Grant/ dated 13.02.1997 the Survey No. 51 (Block No. 50), measuring 20 guntas was granted to Rama Bovi, son of Venkata Bovi, however, in the LR Tippany, the name of grantee is mentioned as Mara Bovi, son of Venkata Bovi and the land granted to him is numbered as Survey No. 93 and that appears to be a mistake in the entry in the said extract.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 93:

1. We have perused a copy of the Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 93.

2. We have perused a copy of the Endorsement dated 19.12.2011 in No. PTCL.CR:160/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provision of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 93.

3. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears

out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

Katha and Tax receipts with respect to Survey No. 93:

4. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 93

Encumbrance certificates with respect to Survey No. 93:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51.

2. The Encumbrance Certificate for the period 01.04.1990 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50.

3. The Encumbrance Certificate for the period 01.04.1996 to 25.04.2005 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50.

4. The Encumbrance Certificate for the period 01.04.1995 to 08.03.2011 which bears out registration of Sale Deed dated 31.05.2005, registered as Document No. 1111 with respect to the land in Survey No. 51, Block 50 (new No. 93).

5. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

6. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

7. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

8. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out registration of Sale Deed dated 17.09.2012 registered as Document No. 3682 with respect to the land in Survey No. 51, Block 50 (new No. 93).

9. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

10. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

11. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

12. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

13. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

14. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

15. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

16. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

17. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

18. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

19. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 and from 01.04.2021 to 30.09.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 50 (new No. 93).

Common document:

20. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s.Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s.Nam Estates Private Limited and M/s. Swire Investments

Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:47:50

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas

All that piece and parcel of the commercially converted land in Survey No. 93 (old Survey No. 51/P50) measuring 20 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 99;
West by	:	Hegganahalli village border;
North by	:	Land bearing Survey No. 92; and
South by	:	Land bearing Survey No. 94.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Mutation Register bearing MR No. 6/1997-98.
5.	Intimation letter in No. LND(De) CR 114/2004-05 dated 17.05.2005.
6.	Receipt dated 20.05.2005.
7.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 114/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District.
8.	Genealogical tree of Rama Bovi sworn by way of affidavit before the notary public dated 28.02.2015.
9.	General Power of Attorney dated 17.02.2005, registered as Document No. DNH-4-00122/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli.
10.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1111/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli.
11.	Mutation Register bearing MR No.118/2004-05.
12.	Mutation Register bearing MR No. 18/2008-09.
13.	Phody Report of Survey No. 51.
14.	Mutation Register bearing MR No.6/2010-11.

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15.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka.
16.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority.
17.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13 issued by the Deputy Commissioner, Bangalore Rural District.
18.	Mutation Register bearing MR No. T24/2012-13.
19.	Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03682/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli.
20.	Confirmation Deed dated 26.11.2015 registered as Document No. DNH-1-07788/2015-16, stored in CD No. DNHD570, before the office of the Sub-Registrar, Devanahalli.
21.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk.
22.	Order dated 18.01.2014 in No. P.T.C.L:S.R (De) 31/2011-12.
23.	Memorandum of Entry dated 30.12.2015.
24.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 50.
25.	RTCs for the period 2010-11, 2012-13 to 2015-16 in relation to Survey No. 93.
26.	Karnataka revision settlement akarband extract
27.	LR Tippany.
28.	Village map of Nagamangala.
29.	Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.
30.	Endorsement dated 19.12.2011 in No. PTCL.CR:160/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.

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31.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore.
32.	Property tax paid receipts for the period 2017-18 in Receipt No. 653342 dated 10.07.2017.
33.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996.
34.	Encumbrance Certificate for the period 01.04.1990 to 31.03.1996.
35.	Encumbrance Certificate for the period 01.04.1996 to 25.04.2005.
36.	Encumbrance Certificate for the period 01.04.1995 to 08.03.2011.
37.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011.
38.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
39.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012.
40.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013.
41.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
42.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
43.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.
44.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015.
45.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
46.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
47.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
48.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
49.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.

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50.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
51.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 and from 01.04.2021 to 30.09.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:48:24

Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Venkataswamy, son of Peddanna was granted 15 guntas of land in Survey No. 51 (Block No. 54) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997).

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. frelinquishLND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 15 guntas to Venkataswamy, son of Peddanna. It is further observed from the Official Memorandum dated 16.06.1997 that, Venkataswamy, son of Peddanna belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 15 guntas in Survey No. 51, identified as Block No. 54, was in possession and cultivation of Venkataswamy.

It is observed that, after the death of Venkataswamy, the khata with respect to the land in Survey No. 51, Block 54, measuring 15 guntas has been transferred and registered in the name of his wife, Rathnamma vide Mutation Register bearing MR No. 12/2003-04.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 the katha was registered in the name of Peddanna with respect to portion of land in Survey No. 51.

6. We have perused a copy of the genealogical tree of Peddanna which bears out that Peddanna and his wife Thimakka had four children namely Venkataswamy, Krishna, Marappa and Muniyappa.

7. It is observed that Venkataswamy applied to the Government seeking permission for sale of the Survey No. 51/P54, measuring 15 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. It is stated in the Official Memorandum dated 25.05.2005 that, the Deputy Commissioner, Bengaluru Rural District has intimated Venkataswamy to pay 50% of the market value of the property (Rs.22,500/-) vide the Intimation Letter in No. LND(De) CR 110/2004-05 dated 17.05.2005.

9. We have perused a copy of the Receipt dated 19.05.2005 issued by the State Bank of Mysore which bears out that Venkataswamy has paid sum of Rs.22,500/- to the Government for sale permission for sale of the Survey No. 51, Block 54.

10. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Venkataswamy regarding grant of permission by the Government for sale of the Survey No. 51 measuring 15 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Venkataswamy should invests the sale consideration received to purchase some other land and (3) Venkataswamy should sell the lands as per the prevailing market value.

11. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1113/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Rathnamma, wife of late Venkataswamy and her sons namely, Muniraja, Subbarayappa and Ravi (all are represented by their power of attorney holder Sridhar

Shetty) sold the Survey No. 51/P54 measuring 15 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

12. We have perused a copy of the General Power of Attorney dated 17.02.2005, registered as Document No. DNH-4-00123/2004-05, stored in CD No. DNHD38 before the office of the Sub-Registrar, Devanahalli which bears out that Rathnamma wife of late Venkataswamy and her sons namely, Muniraja, Subbarayappa and Ravi authorized and empowered Sridhar Shetty to sell and to do all necessary acts and deeds with respect to said land.
13. We have perused a copy of the Mutation Register bearing MR No.120/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P54 measuring 15 guntas has been transferred and registered to the name of Krishna Kumar.

14. We have perused a copy of the Mutation Register bearing MR No. 17/2008-09 which bears out that the condition of non-alienation of land for a period of 15 years mentioned in column 11 of the RTC's in respect of land bearing Survey No. 51/P54 has been deleted as per the Order dated 15.05.2005 in No. LND(DH)CR/110/04 issued by the Deputy Commissioner

15. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Venkataswamy is numbered as Survey No. 97 measuring 15 guntas.

16. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 97 measuring 15 guntas has been transferred and registered to the name of Krishna Kumar.

17. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P54 measuring 15 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P54 measuring 15 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out

that the Survey No. 97 measuring 15 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

20. We have perused a copy of the Mutation Register bearing MR No. T28/2012-13 which bears out the conversion of Survey No. 97 measuring 15 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13.

21. We have perused a copy of the Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03681/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 97 (old No. 51/P54) measuring 15 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

22. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

23. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 97 and other properties mentioned therein.

24. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

25. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 97 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey

No. 97 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

26. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

27. We have perused copies of the RTCs in relation to Survey No. 97 measuring 15 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 120/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.97:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 97 measured 15 gunats without kharab land.

2. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 97:

3. We have perused a copy of the Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 97.

Katha and Tax receipts with respect to Survey No. 97:

4. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 97

5. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2012-13, 2013-14, 2015-16, 2016-17 and 2017-18 with respect to the Survey No. 97.

Encumbrance certificates with respect to Survey No. 97:

1. The Encumbrance Certificates for the periods 01.04.1997 to 31.03.2024 and from 01.04.2024 to 31.07.2024 which bears out relevant transactions and otherwise bear out nil encumbrances with respect to the land in Survey No. 97.

Common document:

2. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documens:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas:

All that piece and parcel of the commercially converted land in Survey No. 97 (old Survey No. 51/P54) measuring 15 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 2/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 100;
West by	:	Hegganahalli village border;
North by	:	Land bearing Survey No. 96; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Receipt dated 19.05.2005
5.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05
6.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1113/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No.120/2004-05
8.	Mutation Register bearing MR No. 17/2008-09
9.	Phody Report of Survey No. 51
10.	Mutation Register bearing MR No.6/2010-11
11.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
12.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
13.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
14.	Mutation Register bearing MR No. T28/2012-13
15.	Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03681/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Order dated 18.01.2014 in No. P.T.C.L:S.R (De) 31/2011-12

18.	Memorandum of Entry dated 30.12.2015
19.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
20.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 97
21.	Karnataka revision settlement akarband extract
22.	Village map of Nagamangala
23.	Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
24.	Form 11 in Tax Demand Register for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Form 9 in House/Land Tax Assessment Extract for the period 2015-16 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Property tax paid receipts for the period 2012-13 in Receipt No. 134364 dated 29.10.2012
27.	Property tax paid receipts for the period 2013-14 in Receipt No. 383307 dated 26.03.2014
28.	Property tax paid receipts for the period 2015-16 in Receipt No. 442183 dated 28.09.2015
29.	Property tax paid receipts for the period 2016-17 in Receipt No. 451498 dated 16.06.2016
30.	Property tax paid receipts for the period 2017-18 in Receipt No. 653344 dated 10.07.2017
31.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that Venkatesh, son of Munivenkatamma was granted 1 acre 2 guntas of land in Survey No. 51 (Block No. 41) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Venkatesh had paid the amount of Rs. 623/- to the Government in respect of the 1 acre 2 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 2 guntas to Venkatesh. It is further observed from the Official Memorandum dated 16.06.1997 that, Venkatesh belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 2 guntas in Survey No. 51, identified as Block No. 41, was in possession and cultivation of Venkatesh.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 41, measuring 1 acre 2 guntas has been transferred and registered in the name of Venkatesh.

6. It is observed that Venkatesh applied to the Government seeking permission for sale of the Survey No. 51, Block 41, measuring 1 acre 2 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978. We have perused a copy of the intimation letter in No. LND(De) CR 110/2004-05 dated 17.05.2005, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Venkatesh to pay 50% of the market value of the property (Rs.63,000/-).

7. We have perused a copy of the Receipt dated 20.05.2005 issued by the State Bank of Mysore which bears out that Venkatesh has paid sum of Rs.63,000/- to the Government for sale permission for sale of the Survey No. 51, Block 41.

8. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Venkatesh regarding grant of permission by the Government for sale of the Survey No. 51 measuring 1 acre 2 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Venkatesh should invests the sale consideration received to purchase some other land and (3) Venkatesh should sell the lands as per the prevailing market value.

9. We have perused a copy of the genealogical tree of Venkatesh attested by the village accountant dated 06.02.2004 which bears out that, Venkatesh is married to Sujatha and they are issueless.

10. We have perused a copy of the Mutation Register bearing MR No. 43/2004-05 and 45/2004-05, which bears out that the name of Gurappa, son of Dekappa has been removed from the revenue records with respect to the land in Survey No. 51, Block 41, measuring 1 acre vide MR No. 43/2004-05 and the katha of the Survey No. 51, Block 41, measuring 1 acre 2 guntas has been transferred and registered in the name of Venkatesh, son of Munivenkatamma vide MR No. 45/2004-05.

11. We have perused a copy of the General Power of Attorney dated 28.02.2005, registered as Document No. DNH-4-00142/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli which bears out that Venkatesh along with his wife, Sujatha authorised and empowered Sridhar Shetty, son of Hanumappa Shetty to sign and execute any

conveyance/s in favour of the purchaser or his nominee with respect to Survey No. 51, Block 41, measuring 1 acre 2 guntas.

12. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1118/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Venkatesh along with his wife, Sujatha (both are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P41 measuring 1 acre 2 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

13. We have perused a copy of the Mutation Register bearing MR No.125/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P41 measuring 1 acre 2 guntas has been transferred and registered to the name of Krishna Kumar.

14. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Venkatesh is numbered as Survey No. 102 measuring 1 acre 2 guntas.

15. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 102 measuring 1 acre 2 guntas has been transferred and registered to the name of Krishna Kumar.

16. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P41 measuring 1 acre 2 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P41 measuring 1 acre 2 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 102 measuring 1 acre 2 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

19. We have perused a copy of the Mutation Register bearing MR No. T27/2012-13 which bears out the conversion of Survey No. 102 measuring 1 acre 2 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13.

20. We have perused a copy of the Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03687/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 102 (old No. 51/P41) measuring 1 acre 2 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 18.09.2012 registered as Document No. 3687.

21. We have perused a copy of the Order Sheet in O.S. No. 639/2012 on the file of the Court of Senior Civil Judge and JMFC at Devanahalli which bears out that one Mallamma had filed a said suit against Venkatesh and another seeking an order for partition and to allot half share in the suit schedule property. During the pendency of suit, the said suit is dismissed in terms of the memo. We have perused copies of the Plaint and Memo for withdrawal of suit in O.S. No. 639/2012 on the file of the Court of Senior Civil Judge and JMFC at Devanahalli.

22. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

23. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 102 and other properties mentioned therein.

24. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

25. We have perused copies of the RTCs in relation to Survey No. 51, Block 41 measuring 1 acre 2 guntas without kharab. For the period 1997-98 to 2001-02 which bears out the name of Venkatesh (as per MR No. 6/1997-98) as the owner and cultivator.

26. We have perused copies of the RTCs in relation to Survey No. 51, Block 40 measuring 1 acre 2 guntas without kharab. For the period 2002-03 and 2003-04 which bears out the name of Venkatesh (as per MR No. 6/1997-98) as the owner and cultivator.

27. We have perused copies of the RTCs in relation to Survey No. 51, Block 41 measuring 1 acre 2 guntas without kharab. For the period 2004-05 which bears out the name of Venkatesh (as per MR No. 6/1997-98) as the owner and cultivator.

28. We have perused copies of the RTCs in relation to Survey No. 51, Block 41 measuring 1 acre 2 guntas without kharab. For the period 2005-06 to 2009-10 which bears out the name of Krishna Kumar (as per MR No. 125/2004-05) as the owner and cultivator.

29. We have perused copies of the RTCs in relation to Survey No. 102 measuring 1 acre 2 guntas without kharab for the period 2010-11, 2012-13 and 2015-16 which bears out the name of Krishna Kumar (as per MR No. 125/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.102:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 102 measured 1 acre 2 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Venkatesh is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 102 measures 1 acre 2 guntas without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 102:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 102, measuring 1 acre 2 guntas.

2. We have perused a copy of the Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 102.

3. We have perused a copy of the Endorsement dated 19.12.2011 in No. PTCL.CR:160/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provision of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 102.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 102 along with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 102 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 102.

Katha and Tax receipts with respect to Survey No. 102:

1. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 102

Encumbrance certificates with respect to Survey No. 102:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51.

2. The Encumbrance Certificate for the period 01.04.1990 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

3. The Encumbrance Certificate for the period 01.04.1996 to 25.04.2005 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

4. The Encumbrance Certificate for the period 06.12.2007 to 22.12.2008 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

5. The Encumbrance Certificate for the period 22.12.2008 to 26.03.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

6. The Encumbrance Certificate for the period 26.03.2009 to 05.09.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

7. The Encumbrance Certificate for the period 05.09.2009 to 07.01.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

8. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

9. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41.

10. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

11. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

12. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 ((new No.102).

13. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out registration of Sale Deed dated 18.09.2012 registered as Document No. 3687 with respect to the land in Survey No. 51, Block 41 (new No.102).

14. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

15. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

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16. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

17. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

18. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

19. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

20. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

21. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

22. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

23. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

24. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

25. The Encumbrance Certificate for the period 01.07.2021 to 30.09.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 41 (new No.102).

Common document:

26. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments

Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:49:46

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas

All that piece and parcel of the commercially converted land in Survey No. 102 (old Survey No. 51/P41) measuring 1 acre 2 guntas (converted vide Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 104 and 105;
West by	:	Land bearing Survey No. 98 and 99;
North by	:	Land bearing Survey No. 101; and
South by	:	Land bearing Survey No. 103.

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Mutation Register bearing MR No. 6/1997-98
5.	Intimation letter in No. LND(De) CR 110/2004-05 dated 17.05.2005.
6.	Receipt dated 20.05.2005.
7.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District.
8.	Genealogical tree of Venkatesh attested by the village accountant dated 06.02.2004.
9.	Mutation Register bearing MR No. 43/2004-05.
10.	Mutation Register bearing MR No. 45/2004-05.
11.	General Power of Attorney dated 28.02.2005, registered as Document No. DNH-4-00142/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli.
12.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1118/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli.
13.	Mutation Register bearing MR No.125/2004-05.
14.	Phody Report of Survey No. 51.

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15.	Mutation Register bearing MR No.6/2010-11.
16.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka.
17.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority.
18.	Official Memorandum dated 23.08.2012 in No. ALN. (De.Ku.). SR. 3/2012-13 issued by the Deputy Commissioner, Bangalore Rural District.
19.	Mutation Register bearing MR No. T27/2012-13.
20.	Sale Deed dated 17.09.2012 registered as Document No. DNH-1-03687/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli.
21.	Order Sheet in O.S. No. 639/2012 on the file of the Court of Senior Civil Judge and JMFC at Devanahalli.
22.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk.
23.	Memorandum of Entry dated 30.12.2015.
24.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 41.
25.	RTCs for the period 2010-11, 2012-13 and 2015-16 in relation to Survey No. 102.
26.	Karnataka revision settlement akarband extract.
27.	LR Tippany.
28.	Village map of Nagamangala.
29.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk.
30.	Endorsement dated 17.11.2011 in No. LRF.CR:183/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.

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31.	Endorsement dated 19.12.2011 in No. PTCL.CR:160/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.
32.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore.
33.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore.
34.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore.
35.	Property tax paid receipts for the period 2017-18 in Receipt No. 653357 dated 10.07.2017.
36.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996.
37.	Encumbrance Certificate for the period 01.04.1990 to 31.03.1996.
38.	Encumbrance Certificate for the period 01.04.1996 to 25.04.2005.
39.	Encumbrance Certificate for the period 06.12.2007 to 22.12.2008.
40.	Encumbrance Certificate for the period 22.12.2008 to 26.03.2009.
41.	Encumbrance Certificate for the period 26.03.2009 to 05.09.2009.
42.	Encumbrance Certificate for the period 05.09.2009 to 07.01.2010.
43.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010.
44.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011.
45.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011.
46.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
47.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012.

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48.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013.
49.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
50.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
51.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.
52.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016.
53.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
54.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
55.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
56.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
57.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
58.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
59.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021.
60.	Encumbrance Certificate for the period 01.07.2021 to 30.09.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 105 (old Survey No. 51/P38) measuring 1 acre, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

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□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d3a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 105 (old Survey No. 51/P38) measuring 1 acre, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 105 (old Survey No. 51/P38) measuring 1 acre was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Doddavenkataramanappa, son of Muniyappa was granted 1 acre of land in Survey No. 51 (Block No. 38) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Doddavenkataramanappa had paid the amount of Rs. 514/- to the Government in respect of the 1acre of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre to Doddavenkataramanappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Doddavenkataramanappa belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre in Survey No. 51, identified as Block No. 38, was in possession and cultivation of Doddavenkataramanappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 38, measuring 1 acre has been transferred and registered in the name of Doddavenkataramanappa.

6. We have perused a copy of the Mutation Register bearing MR No. 43/2004-05 and 45/2004-05, which bears out that the name of Maddurappa, son of Avalappa has been removed from the revenue records with respect to the land in Survey No. 51, Block 38, measuring 1 acre 8 guntas vide MR No. 43/2004-05 and the katha of the Survey No. 51, Block 38, measuring 1 acre has been transferred and registered in the name of Doddavenkataramanappa vide MR No. 45/2004-05.

7. It is observed that Doddavenkataramanappa applied to the Government seeking permission for sale of the Survey No. 51, Block 38, measuring 1 acre as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978. We have perused a copy of the intimation letter in No. LND(De) CR 114/2004-05 dated 17.05.2005, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Doddavenkataramanappa to pay 50% of the market value of the property (Rs.60,000/-).

8. We have perused a copy of the genealogical tree of Doddavenkataramanappa sworn by way of affidavit dated 24.03.2014 which bears out that, Doddavenkataramanappa, son of Muniyappa had two wives namely, Munivenkatamma and Kanakamma. Doddavenkataramanappa through his first wife have two daughters and one son namely, Gowramma, Munirathnamma and Muniraju. Doddavenkataramanappa through his second wife have a son by name, V. Venkatesh.

9. We have perused a copy of the General Power of Attorney dated 01.03.2005, registered as Document No. DNH-4-00144/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli which bears out that Doddavenkataramanappa along with his wife and children namely, Kanakamma, Gowramma and Munirathnamma authorised and empowered Sridhar Shetty, son of Hanumappa Shetty to sign and execute any conveyance/s in favour of the purchaser or his nominee with respect to Survey No. 51, Block 38, measuring 1 acre.

10. We have perused a copy of the Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1106/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Doddavenkataramanappa along with his wife and children namely, Kanakamma, Gowramma and Munirathnamma (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P38 measuring 1 acre in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder

Krishna Kumar). The Encumbrance Certificate for the period 01.04.2005 to 16.06.2005 bears out registration of Sale Deed dated 31.05.2005.

11. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

12. We have perused a copy of the Mutation Register bearing MR No.108/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P38, measuring 1 acre has been transferred and registered to the name of C. Mukundarajan.

13. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Doddavenkataramanappa is numbered as Survey No. 105, measuring 1 acre.

14. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 105, measuring 1 acre has been transferred and registered to the name of C. Mukundarajan.

15. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P38 measuring 1 acre and other properties for commercial purposes from residential use.

16. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P38 measuring 1 acre and other properties for commercial purposes from residential use.

17. We have perused a copy of the Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 105 measuring 1 acre has been converted from agricultural use to non-agricultural/ commercial purposes.

18. We have perused a copy of the Mutation Register bearing MR No. T24/2012-13 which bears out the conversion of Survey No. 105 measuring 1 acre from agricultural use to non-agricultural purposes as per Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13.

19. We have perused a copy of the Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03712/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 105 (old No. 51/P38) measuring 1 acre in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 bears out registration of Sale Deed dated 21.09.2012.

20. We have perused a copy of the Order sheet and memo in O.S. No. 640/2012, which bears out that, Muniraja and another had filed a suit in O.S. No. 640/2012 before the Court of the Senior Civil Judge and JMFC at Devanahalli against Doddavenkataramanappa and others for partition and separate possession of 2/5th share in the suit schedule property. During the pendency of suit, Muniraja and another filed a memo seeking an order to dismiss the suit against defendant No. 4. On, 10.04.2014, the suit is dismissed in terms of memo. We have perused copies of the Plaint filed in O.S. No. 640/2012 before the Court of the Senior Civil Judge and JMFC at Devanahalli.

21. We have perused a copy of the Confirmation Deed dated 11.04.2014 registered as Document No. DNH-1-00224/2014-15, before the office of the Sub-Registrar, Devanahalli which bears out that Muniraju and Venkatesh, both sons of Doddavenkataramanappa confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan). Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P38.

22. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

23. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

24. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 105 and other properties mentioned therein.

25. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

26. We have perused copies of the RTCs in relation to Survey No. 51, Block 38 measuring 1 acre without kharab. For the period 1997-98 to 2001-02 which bears out the name of Doddavenkataramanappa (as per MR No. 6/1997-98) as the owner and cultivator.

27. We have perused copies of the RTCs in relation to Survey No. 51, Block 38 measuring 1 acre without kharab. For the period 2002-03 and 2003-04 which bears out the name of Maddurappa (as per MR No. 6/1997-98) as the owner and cultivator.

28. We have perused copies of the RTCs in relation to Survey No. 51, Block 38 measuring 1 acre without kharab. For the period 2004-05 which bears out the name of Doddavenkataramanappa (as per MR No. 6/1997-98) as the owner and cultivator.

29. We have perused copies of the RTCs in relation to Survey No. 51, Block 38 measuring 1 acre without kharab. For the period 2005-06 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 108/2004-05) as the owner and cultivator.

30. We have perused copies of the RTCs in relation to Survey No. 105 measuring 1 acre without kharab for the period 2010-11 to 2014-15 which bears out the name of C. Mukundarajan (as per MR No. 108/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.105:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 105 measured 1 acre without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Doddavenkataramanappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 105 measures 1 acre without kharab.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 105:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 105, measuring 1 acre.

2. We have perused a copy of the Endorsement dated 17.11.2011 in No. LRF.CR:184/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 105.

3. We have perused a copy of the Endorsement dated 19.12.2011 in No. PTCL.CR:161/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provision of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No. 105.

4. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

5. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 105 long with certain other land parcels.

6. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 105 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km).

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 105.

Katha and Tax receipts with respect to Survey No. 105:

4. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 105.

Encumbrance certificates with respect to Survey No. 105:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51.

2. The Encumbrance Certificate for the period 01.04.1990 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

3. The Encumbrance Certificate for the period 01.04.1996 to 25.04.2005 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

4. The Encumbrance Certificate for the period 01.04.2005 to 16.06.2005 which bears out registration of Sale Deed dated 31.05.2005, registered as Document No. 1106 with respect to the land in Survey No. 51, Block 38 (new No.105).

5. The Encumbrance Certificate for the period 06.12.2007 to 22.12.2008 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

6. The Encumbrance Certificate for the period 22.12.2008 to 26.03.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

7. The Encumbrance Certificate for the period 26.03.2009 to 05.09.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

8. The Encumbrance Certificate for the period 05.09.2009 to 07.01.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

9. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

10. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

11. The Encumbrance Certificate for the period 01.05.2010 to 07.06.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

12. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

13. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38.

14. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

15. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

16. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

17. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out registration of Sale Deed dated 21.09.2012 registered as Document No. 3712 with respect to the land in Survey No. 51, Block 38 (new No.105).

18. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

19. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

20. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

21. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

22. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

23. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

24. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

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25. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

26. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

27. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

28. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

29. The Encumbrance Certificate for the period 01.07.2021 to 30.08.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 38 (new No.105).

Common document:

30. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 105 (old Survey No. 51/P38) measuring 1 acre, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:50:34

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 105 (old Survey No. 51/P38) measuring 1 acre

All that piece and parcel of the commercially converted land in Survey No. 105 (old Survey No. 51/P38) measuring 1 acre (converted vide Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 108;
West by	:	Land bearing Survey No. 102;
North by	:	Land bearing Survey Nos. 104; and
South by	:	Land bearing Survey No. 106

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Mutation Register bearing MR No. 6/1997-98.
5.	Mutation Register bearing MR No. 43/2004-05 .
6.	Mutation Register bearing MR No. 45/2004-05.
7.	Intimation letter in No. LND(De) CR 114/2004-05 dated 17.05.2005.
8.	Genealogical tree of Doddavenkataramanappa sworn by way of affidavit dated 24.03.2014.
9.	General Power of Attorney dated 01.03.2005, registered as Document No. DNH-4-00144/2004-05, stored in CD No. DNHD39 before the office of the Sub-Registrar, Devanahalli.
10.	Sale Deed dated 31.05.2005, registered as Document No. DNH-1-1106/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli.
11.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli.
12.	Mutation Register bearing MR No.108/2004-05.
13.	Phody Report of Survey No. 51.
14.	Mutation Register bearing MR No.6/2010-11.

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15.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka.
16.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority.
17.	Official Memorandum dated 24.08.2012 in No. ALN. (De.Ku.). SR. 1/2012-13 issued by the Deputy Commissioner, Bangalore Rural District.
18.	Mutation Register bearing MR No. T24/2012-13.
19.	Sale Deed dated 20.09.2012 registered as Document No. DNH-1-03712/2012-13, stored in CD No. DNHD285, before the office of the Sub-Registrar, Devanahalli.
20.	Order sheet and memo in O.S. No. 640/2012, before the Court of the Senior Civil Judge and JMFC at Devanahalli.
21.	Confirmation Deed dated 11.04.2014 registered as Document No. DNH-1-00224/2014-15, before the office of the Sub-Registrar, Devanahalli.
22.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka.
23.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk.
24.	Memorandum of Entry dated 30.12.2015.
25.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 38.
26.	RTCs for the period 2010-11 to 2014-15 in relation to Survey No. 105.
27.	Karnataka revision settlement akarband extract.
28.	LR Tippany.
29.	Village map of Nagamangala.
30.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk.

31.	Endorsement dated 17.11.2011 in No. LRF.CR:184/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.
32.	Endorsement dated 19.12.2011 in No. PTCL.CR:161/2011-12 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore.
33.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore.
34.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore.
35.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore.
36.	Property tax paid receipts for the period 2017-18 in Receipt No. 653334 dated 10.07.2017.
37.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996.
38.	Encumbrance Certificate for the period 01.04.1990 to 31.03.1996.
39.	Encumbrance Certificate for the period 01.04.1996 to 25.04.2005.
40.	Encumbrance Certificate for the period 01.04.2005 to 16.06.2005.
41.	Encumbrance Certificate for the period 06.12.2007 to 22.12.2008.
42.	Encumbrance Certificate for the period 22.12.2008 to 26.03.2009.
43.	Encumbrance Certificate for the period 26.03.2009 to 05.09.2009.
44.	Encumbrance Certificate for the period 05.09.2009 to 07.01.2010.
45.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010.
46.	Encumbrance Certificate for the period 01.04.2010 to 30.04.2010.
47.	Encumbrance Certificate for the period 01.05.2010 to 07.06.2010.

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48.	Encumbrance Certificate for the period 07.06.2010 to 30.10.2010.
49.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011.
50.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011.
51.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
52.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012.
53.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013.
54.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
55.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
56.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.
57.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016.
58.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
59.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
60.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
61.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
62.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
63.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
64.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 and from 01.07.2021 to 23.07.2024.

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ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this draft due diligence report dealt with the converted land in Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Nagaraju, son of Chikkamuniyappa was granted 1 acre 4 guntas of land in Survey No. 51 (Block No. 30) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Nagaraju had paid the amount of Rs. 643/- to the Government in respect of 1 acre 4 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 4 guntas to Nagaraju. It is further observed from the Official Memorandum dated 16.06.1997 that, Nagaraju belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 4 guntas in Survey No. 51, identified as Block No. 30, was in possession and cultivation of Nagaraju.

5. It is observed that, after the death of Nagaraju, son of Chikkamuniyappa, the khata with respect to the land in Survey No. 51, Block 30, measuring 1 acre 4 guntas has been transferred and registered in the name of his wife, Muniyamma vide Mutation Register bearing MR No. 31/2003-04.

6. We have perused a copy of the MR No.31/2003-04 which bears out that after the death of Nagaraj the katha with respect to land in Survey No.116 measuring 1 acre 4 guntas was transferred and registered in the name of Muniyamma wife of late Nagappa alias Nagaraju.

7. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98 which bears out that in terms of the order passed the katha was registered in the name of Muniyamm with respect to portion of land in Survey No. 51.

8. It is observed that, wife of late Nagaraju applied to the Government seeking permission for sale of the Survey No. 51/P30, measuring 1 acre 4 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition Muniyamma of Transfer of Certain Lands) Act, 1978.

9. We have perused a copy of the Intimation Letter dated 17.05.2005 in No. LND(De) CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Muniyamma to pay 50% of the market value of the property (Rs.66,000/-) to the Government for sale permission.

10. We have perused a copy of the Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Muniyamma regarding grant of permission by the Government for sale of the Survey No. 51 measuring 1 acre 4 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Muniyamma should invests the sale consideration received to purchase some other land and (3) Muniyamma should sell the lands as per the prevailing market value.

11. We have perused a copy of the Sale Deed dated 31.05.2005 registered as Document No. DNH-1-01119/2005-06, stored in C.D. No. DNHD50, before the office of the Sub-Registrar, Devanahalli which bears out that Muniyamma and her sons namely, Krishna Murthy, Muniraju (all are represented by their power of attorney holder Sridhar Shetty) sold the Survey No. 51/P30 measuring 1 acre 4 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

12. We have perused a copy of the General Power of Attorney dated 02.03.2005, registered as Document No. DNH-4-00148/2004-05, stored in CD No. DNHD40 before the office of the Sub-Registrar, Devanahalli which bears out that Muniyamma and others authorized and empowered Sridhar Shetty to sell and to do all necessary acts and deeds with respect to said land.

13. We have perused a copy of the Mutation Register bearing MR No.122/2004-05 which bears out that, as per Sale Deed dated 31.05.2005 the khata with respect to the land in Survey No. 51/P30 measuring 1 acre 4 guntas has been transferred and registered to the name of Krishna Kumar.

14. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Nagaraju is numbered as Survey No. 116 measuring 1 acre 4 guntas.

15. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 116 measuring 1 acre 4 guntas has been transferred and registered to the name of Krishna Kumar.

16. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P30 measuring 1 acre 4 guntas and other properties for commercial purposes from residential use.

17. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P30 measuring 1 acre 4 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Official Memorandum dated 10.08.2012 in No. ALN. (De.Ku.). SR. 8/2012-13 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 116 measuring 1 acre 4 guntas has been converted from agricultural use to non-agricultural/ commercial purposes.

19. We have perused a copy of the Mutation Register bearing MR No. T26/2012-13 which bears out the conversion of Survey No. 116 measuring 1 acre 4 guntas from agricultural use to non-

agricultural purposes as per Official Memorandum dated 10.08.2012 in No. ALN. (De.Ku.). SR. 8/2012-13.

20. We have perused a copy of the Sale Deed dated 18.09.2012, registered as Document No. DNH-1-03693/2012-13, stored in C.D. No. DNHD285, before the office of Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 116 (old No. 51/P30) measuring 1 acre 4 guntas in favour of Swire Investments Private Limited, represented by its authorised signatory, B.S. Narayanan.

21. We have perused a copy of the Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka which bears out that Krishna Kumar authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

22. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

23. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 116 and other properties mentioned therein.

24. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount with regard to Memorandum of Entry dated 30.12.2015.

25. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 116 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela

Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 116 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

26. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

27. We have perused copies of the RTCs in relation to Survey No. 116 measuring 1 acre 4 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. T26/2012-13) as the owner and cultivator.

Survey documents with respect to Survey No.116:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 116 measured 1 acre 4 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Nagaraju is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 116, measures 1 acre 4 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Katha and Tax receipts with respect to Survey No. 116:

1. We have perused a copy of the Form 11 in Tax Demand Register and Form 9 in House/Land Tax Assessment Extract for the period 2016-17 and 2017-18 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk, which bears out the name of Swire Investments Private Limited as the owner/katha holder of the Survey No. 116.

2. We have perused a copy of the tax paid receipts which bears out that M/s. Swire Investments Private Limited has paid the property taxes Jalige Grama Panchayath for the period 2017-18 with respect to the Survey No. 116.

Encumbrance certificates with respect to Survey No. 116:

1. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 116.

2. The Encumbrance Certificate for the period 01.04.2009 to 19.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 116.

3. We have perused copies of the Plaint, Written Statement and Order Sheet in respect of O.S. No.62/2011 filed in the court of Senior Civil Judge & J.M.F.C Devanahalli which bears out that Muniyamma wife of Nagaraja and others filed against Krishna Kumar and others to pass Judgement and decree declaring that the Plaintiffs re the joint and absolute owners of the suit schedule property –was dismissed as not pressed.

4. We have perused a copy of the Full and Final Settlement Agreement dated 19.03.2014 which bears out that in terms of O.S. No.62/2011 the said Muniyamma and others released and relinquished their rights and under the full and final settlement agreement.

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Common document:

5. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited)*, is the owner of the converted land in Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas;

All that piece and parcel of the commercially converted land in Survey No. 116 (old Survey No. 51/P30) measuring 1 acre 4 guntas (converted vide Official Memorandum dated 10.08.2012 in No. ALN. (De.Ku.). SR. 8/2012-13 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 119;
West by	:	Road;
North by	:	Land bearing Survey No. 115; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Intimation Letter dated 17.05.2005 in No. LND(De) CR 110/2004-05
5.	Official Memorandum dated 25.05.2005 in No. LND(De)CR 110/2004-05
6.	Sale Deed dated 31.05.2005 registered as Document No. DNH-1-01119/2005-06, stored in C.D. No. DNHD50, before the Sub-Registrar, Devanahalli
7.	Mutation Register bearing MR No.122/2004-05
8.	Phody Report of Survey No. 51
9.	Mutation Register bearing MR No.6/2010-11
10.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
11.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
12.	Official Memorandum dated 10.08.2012 in No. ALN. (De.Ku.). SR. 8/2012-13 issued by the Deputy Commissioner, Bangalore Rural District
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15.	Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Memorandum of Entry dated 30.12.2015

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18.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
19.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 116
20.	Karnataka revision settlement akarband extract
21.	LR Tippany
22.	Village map of Nagamangala
23.	Form 11 in Tax Demand Register for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
24.	Form 9 in House/Land Tax Assessment Extract for the period 2016-17 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
25.	Form 11 in Tax Demand Register for the period 2017-18 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
26.	Form 9 in House/Land Tax Assessment Extract for the period 2017-18 issued by the Panchayath Development Officer, Jalige Grama Panchayath, Devanahalli Taluk
27.	Property tax paid receipts for the period 2017-18 in Receipt No. 653346 dated 10.07.2017
28.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 and from 01.04.2009 to 19.11.2024.

AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To

NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

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   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Govinda Raju, son of Sallappa was granted 1 acre 4 guntas of land in Survey No. 51 (Block No. 27) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Govinda Raju had paid the amount of Rs. 643/- to the Government in respect of 1 acre of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 4 guntas to Govinda Raju. It is further observed from the Official Memorandum dated 16.06.1997 that, Govinda Raju belongs to scheduled caste community.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 1 acre 4 guntas in Survey No. 51, identified as Block No. 27, was in possession and cultivation of Govinda Raju.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 27, measuring 1 acre 4 guntas has been transferred and registered in the name of Govinda Raju.

6. We have perused a copy of the Genealogical tree of Govinda Raju attested by the Village Accountant, Heggenahalli Circle dated 14.05.2007 indicates that Govinda Raju is married to Arlakka and they have three children namely, Sandyarani, Archana and Bharath Kumar.

7. It is observed that Govinda Raju applied to the Government seeking permission for sale of the Survey No. 51/P27, measuring 1 acre 4 guntas as stipulated under Section 4(2) of the Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

8. We have perused a copy of the Agreement for Sale dated 16.06.2010 which bears out that Govinda Raju along with his wife and children namely, Arlakka, Sandyarani, Archana and Bharath Kumar have agreed to sell the Survey No. 51/P27 measuring 1 acre 4 guntas in favour of Swire Investments Private Limited.

9. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Govindaraju is numbered as Survey No. 119 measuring 1 acre 4 guntas.

10. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 119 measuring 1 acre 4 guntas has been transferred and registered to the name of Govindaraju.

11. We have perused a copy of the Sale Deed dated 07.10.2015, registered as Document No. DNH-1-09932/2015-16 stored in CD No. DNHD578 before the office of the Sub-Registrar, Devanahalli which bears out that Govinda Raju and others sold the Survey No. 119 (old Survey No.51/P27) measuring 1 acre 4 guntas in favour of Krishna Kumar.

12. We have perused a copy of the Mutation Register bearing MR No.H27/2015-16 which bears out that, as per Sale Deed dated 07.10.2015 the khata with respect to the land in Survey No. 119 measuring 1 acre 4 guntas has been transferred and registered to the name of Krishna Kumar.

13. We have perused a copy of the Order dated 16.04.2016 which bears out that the Assistant Commissioner, Doddaballapura Sub-Division had initiated a proceeding in case No. LRF. SR(De): 01/2016-17 against Krishna Kumar for violation of the provision of the Karnataka Land Reforms Act while purchasing the property bearing Survey No. 119. The Assistant

Commissioner after enquiry, by the Order dated 16.04.2016 concluded that there is no violation and dropped the proceeding.

14. We have perused a copy of the Sale Deed dated 06.01.2017 registered as Document No. DNH-1-09302/2016-17 stored in the CD No. DNHD626 before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No.119 (old Survey No. 51/27) measuring 1 acre 4 guntas in favour of Swire Investments Private Limited.

15. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

Survey documents with respect to Survey No.119:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 119 measured 1 acre 4 guntas without kharab land.

2. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 119:

1. We have perused a copy of the endorsement dated 06.04.2016 No. PTCL(D) CR (E): 8/2016-17 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore which bears out that there are no proceedings initiated under the provisions of the Karnataka State Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 with respect to Survey No.119 (old No. 51/27).

Encumbrance certificates with respect to Survey No. 119:

1. The Encumbrance Certificate for the period 01.04.1969 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51/P27.

2. The Encumbrance Certificate for the period 01.04.1996 to 16.08.2004 which bears out nil encumbrances with respect to the land in Survey No. 51/P27.

3. The Encumbrance Certificate for the period 01.04.1990 to 12.12.2009 which bears out nil encumbrances with respect to the land in Survey No. 51/P27.

4. The Encumbrance Certificate for the period 12.12.2009 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 119.

5. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 119.

6. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 119.

7. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 119.

8. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 119.

9. The Encumbrance Certificate for the period 01.04.2004 to 08.03.2016 which bears out registration of Sale Deed dated 19.01.2016 (Document No. 9932) with respect to the land in Survey No. 119.

10. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out registration of Sale Deed dated 19.01.2016 (Document No. 9932) with respect to the land in Survey No. 119.

11. The Encumbrance Certificate for the period 01.04.2016 to 30.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 119.

12. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out registration of Relinquishment Deed dated 26.09.2016 (Document No. 6343) with respect to the land in Survey No. 119.

13. The Encumbrance Certificate for the period 21.11.2016 to 30.05.2017 which bears out registration of Sale Deed dated 06.01.2017 (Document No. 9302) with respect to the land in Survey No. 119.

14. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 119.

15. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 119.

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16. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 119.

17. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 119.

18. The Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 which bears out nil encumbrances with respect to the land in Survey No. 119

19. Encumbrance Certificates for the periods 20.07.2021 to 31.03.2024 and from 01.04.2009 to 19.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 119

Litigation: Suit in O.S No. 24/2017 – Dasamma and Ors. v. Nagaraj and Ors is pending, and the details are detailed in the Litigation table.

Common document:

20. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Location:
Date: 2025-01-15 11:52:12

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas

All that piece and parcel of the commercially converted land in Survey No. 119 (old Survey No. 51/P27) measuring 1 acre 4 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 122;
West by	:	Cart Road;
North by	:	Land bearing Survey No. 118; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Genealogical tree of Govinda Raju attested by the Village Accountant, Heggenahalli Circle dated 14.05.2007
5.	Agreement for Sale dated 16.06.2010
6.	Phody Report of Survey No. 51
7.	Mutation Register bearing MR No.6/2010-11
8.	Mutation Register bearing MR No.H27/2015-16
9.	Order dated 16.04.2016 in case No. LRF. SR(De): 01/2016-17
10.	Sale Deed dated 06.01.2017 registered as Document No. DNH-1-09302/2016-17 stored in the CD No. DNHD626 before the office of the Sub-Registrar, Devanahalli
11.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
12.	Karnataka revision settlement akarband extract
13.	Village map of Nagamangala
14.	Endorsement dated 06.04.2016 No. PTCL(D) CR (E): 8/2016-17 issued by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore
15.	Encumbrance Certificate for the period 01.04.1969 to 31.03.1996
16.	Encumbrance Certificate for the period 01.04.1996 to 16.08.2004
17.	Encumbrance Certificate for the period 01.04.1990 to 12.12.2009

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18.	Encumbrance Certificate for the period 12.12.2009 to 31.03.2013
19.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
20.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
21.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
22.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
23.	Encumbrance Certificate for the period 01.04.2004 to 08.03.2016
24.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
25.	Encumbrance Certificate for the period 01.04.2016 to 30.07.2016
26.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016
27.	Encumbrance Certificate for the period 21.11.2016 to 30.05.2017
28.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
29.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
30.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
31.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021
32.	Encumbrance Certificate for the period 01.04.2024 to 31.07.2024 and from 01.04.2009 to 19.11.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

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□ MUMBAI: AZB House. Peninsula Corporate Park. Ganpatrao Kadam Marg.Lower Parelt • Mumbai 400013 • India TEL +91 22 6639 6880 | FAX +91 22 6639 6888 | EMAIL: mumbai@azbpartners.com

□ DELHI: AZB House • Plot No. A8 • Sector 4 • Noida 201301 • India TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL: delhi@azbpartners.com

□ BANGALORE: Level 5, 37 Cunningham, Cunningham Road, Bangalore-560052• India TEL +91 80 4240 0500 | FAX +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com

□ PUNE: IT Tower • 12 A • Kalyani Nagar • Pune 411006 • India TEL +91 20 4004 5870 | FAX +91 20 4004 6241 | EMAIL: pune@azbpartners.com

□ CHENNAI: Amble Side • 2nd floor • 8 Khader Nawaz Khan Road • Nungambakkam • Chennai 600006 • India TEL +91 44 4356 1453 | FAX +91 44 4356 1853 | EMAIL: chennai@azbpartners.com
www.azbpartners .com

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

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analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Hanumanthe Gowda, son of Shyamanna was granted 1 acre 4 guntas of land in Survey No. 51 (Block No. 24) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Hanumanthe Gowda had paid the amount of Rs. 1295/- to the Government in respect of 1 acre 24 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 1 acre 24 guntas to Hanumanthe Gowda. It is further observed from the Official Memorandum dated 16.06.1997 that, Hanumanthe Gowda belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey

No. 51. An extent of 1 acre 24 guntas in Survey No. 51, identified as Block No. 24, was in possession and cultivation of Hanumanthe Gowda.

5. We have perused a copy of the official memorandum dated 14.10.2004 passed in No.LND (De) CR 112/04-05 which bears out that permission was accorded in favour of Hanumanthe Gowda to sell the land in Survey No. 51, measuring 1 acre 24 guntas with certain terms and conditions stipulated therein.

6. We have perused a copy of the Mutation Register in MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 24, measuring 24 guntas has been transferred and registered in the name of Hanumanthe Gowda.

7. We have perused a copy of the genealogical tree of Hanumanthe Gowda, attested by the Village Accountant, Heggenahalli Revenue Circle dated 03.01.2004 indicates that Hanumanthe Gowda is married to Rathnamma and they have two sons namely, Purushothama and Mallikarjuna.

8. We have perused a copy of the Sale Deed dated 16.12.2004, registered as Document No. DNH-1-036250/2004-05, stored in CD No. DNHD31, before the office of the Sub Registrar, Devanahalli, which bears out that Hanumanthe Gowda and others sold the Survey No. 51/P24 measuring 1 acre 24 guntas in favour of Krishna Kumar.

9. We have perused a copy of the Mutation Register bearing MR No.51/2004-05 which bears out that, as per Sale Deed dated 16.12.2004, the khata with respect to the land in Survey No. 51/P24 measuring 1 acre 24 guntas has been transferred and registered to the name of Krishna Kumar.

10. We have perused a copy of the Official Memorandum dated 17.02.2005 in No. ALN:SR: De:168/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P24 measuring 1 acre 24 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

11. We have perused a copy of the Mutation Register bearing MR No. 85/2004-05 which bears out the conversion of Survey No. 51/P24 measuring 1 acre 24 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 17.02.2005 in No. ALN:SR: De:168/2004-05.

12. We have perused a copy of the Sale Deed dated 16.03.2005 registered as Document No. DNH-1-05358/2004-05, stored in CD No. DNHD41 before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 51/P24 measuring 1 acre 24 guntas in favour of Swire Investments Private Limited.

13. We have perused a copy of the Confirmation Deed dated 18.03.2015 registered as Document No. DNH-1-11202/2014-15, stored in CD No. DNHD534 before the office of the Sub-Registrar, Devanahalli which bears out that daughter in law of Hanumanthe Gowda namely, S.M. Hemavathi, wife of Purushothama and M. Pavithra, wife of Mallikarjuna confirmed and affirmed the sale deed executed in favour of Krisha Kumar (he is represented by his special power of attorney holder V.S. Aravindan).

14. We have perused a copy of the Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka which bears out that Krishna Kumar authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

15. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Hanumanthe Gowda is numbered as Survey No. 122 measuring 1 acre 24 guntas.

16. We have perused a copy of the Mutation Register extract bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 122 measuring 1 acre 24 guntas has been transferred and registered to the name of Krishna Kumar.

17. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P24 measuring 1 acre 24 guntas and other properties for commercial purposes from residential use.

18. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P24 measuring 1 acre 24 guntas and other properties for commercial purposes from residential use.

19. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 122 measuring 1 acre 24 guntas has been converted from residential purposes to commercial purposes.

20. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

21. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 122 and other properties mentioned therein.

22. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

23. We have perused a copy of the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli which bears out that M/s. Swire Investments Private Limited along with the owners of adjacent properties formulated a scheme for development of the Survey No. 122 along with other properties measuring in total 180 acres 34 ½ guntas by forming residential layout comprising of residential sites of various dimension. Pursuant to the same, Nam Estates Private Limited, Swire Investments Private Limited, Udhyaman Investments Private Limited, all are represented by their authorized signatory, B. S. Narayanan, V. S. Vinodh and Sheela Vinodh, Padmanabhan Krishnan and Savitha Padmanabhan, Singarachari and Ramanujam have relinquished the area measuring in total 296958.95 square meter forming a part of Survey No. 122 and other properties forming a part of Park, Civic Amenities and Road in favour of Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk (for and on behalf of the Hon'ble Governor, Government of Karnataka).

24. It is observed that the said Relinquishment Deed dated 17.08.2015 has been cancelled vide the Cancellation Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605.

25. We have perused a copy of the Cancellation of Relinquishment Deed dated 15.07.2016 registered as Document No. DNH-1-03686/2016-17, stored in CD No. DNHD605 before the office of the Sub-Registrar, Devanahalli, which bears out that Panchayat Development Officer, Jalige Grama Panchayat, Kundana Hobli, Devanahalli Taluk cancelled the Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, in favour of Nam Estates Private Limited.

26. We have perused copies of the RTCs in relation to Survey No. 122 measuring 1 acre 24 guntas without kharab for the period 2011-12 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 85/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.122:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 122 measured 1 acre 24 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Hanumanthe Gowda is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 122, measures 1 acre 24 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

4. We have perused copies of the encumbrance certificates for the periods 01.04.1996 to 31.07.2024 and from 01.04.2009 to 19.11.2024 which bears out relevant transactions with respect to said land.

Common document:

5. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following documents:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas:

All that piece and parcel of the commercially converted land in Survey No. 122 (old Survey No. 51/P24) measuring 1 acre 24 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 124 and 125;
West by	:	Land bearing Survey No. 118 and 119;
North by	:	Land bearing Survey No. 121; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Genealogical tree of Hanumanthe Gowda, attested by the Village Accountant, Heggenahalli Revenue Circle dated 03.01.2004
5.	Mutation Register bearing MR No.51/2004-05
6.	Official Memorandum dated 17.02.2005 in No. ALN:SR: De:168/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division
7.	Mutation Register bearing MR No. 85/2004-05
8.	Sale Deed dated 16.03.2005 registered as Document No. DNH-1-05358/2004-05, stored in CD No. DNHD41 before the office of the Sub Registrar, Devanahalli
9.	Confirmation Deed dated 18.03.2015 registered as Document No. DNH-1-11202/2014-15, stored in CD No. DNHD534 before the office of the Sub Registrar, Devanahalli
10.	Special Power of Attorney dated 10.12.2013 registered as Document No. YAN-4-00376/2013-14, stored in CD No.YAND521, before the office of the Sub-Registrar, Yelahanka
11.	Phody Report of Survey No. 51
12.	Mutation Register bearing MR No.6/2010-11
13.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
14.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
15.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
16.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
17.	Memorandum of Entry dated 30.12.2015

18.	Relinquishment Deed dated 17.08.2015 registered as Document No. DNH-1-04104/2015-16, stored in CD No. DNHD555 before the office of the Sub-Registrar, Devanahalli
19.	RTCs for the period 2011-12 to 2015-16 in relation to Survey No. 122
20.	Karnataka revision settlement akarband extract
21.	LR Tippany
22.	Village map of Nagamangala
23.	Encumbrance certificates for the periods 01.04.1996 to 31.07.2024 and from 01.04.2009 to 19.11.2024.

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

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FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as

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analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularize/grant the unauthorized cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorized cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Muninanjappa, son of Chikkamunishamappa was granted 33 guntas of land in Survey No. 51 (Block No. 21) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Muninanjappa had paid the amount of Rs. 691/- to the Government in respect of 33 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 33 guntas to Muninanjappa. It is further observed from the Official Memorandum dated 16.06.1997 that, Muninanjappa belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorized occupation by various persons in Survey No. 51. An extent of 33 guntas in Survey No. 51, identified as Block No. 21, was in possession and cultivation of Muninanjappa.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 21, measuring 33 guntas has been transferred and registered in the name of Muninanjappa.

6. It is observed that Muninanjappa applied to the Government seeking permission for sale of the Survey No. 51, Block 21, measuring 33 guntas as stipulated under the provision of the Karnataka Land Grant Rules. We have perused a copy of the intimation letter in No. LND(De) CR 113/2004-05 dated 22.09.2004, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Muninanjappa to pay 50% of the market value of the property (Rs.49,500/-).

7. We have perused a copy of the Receipt dated 27.09.2004 issued by the State Bank of Mysore which bears out that Muninanjappa has paid sum of Rs.49,500/- to the Government for sale permission for sale of the Survey No. 51, Block 21.

8. We have perused a copy of the Official Memorandum dated 14.10.2004 in No. LND(De)CR 113/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Muninanjappa regarding grant of permission by the Government for sale of the Survey No. 51 measuring 33 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Muninanjappa should invests the sale consideration received to purchase some other land and (3) Muninanjappa should sell the lands as per the prevailing market value.

9. We have perused a copy of the genealogical tree of Muninanjappa sworn by way of affidavit dated 18.02.2014 which bears out that Muninanjappa is married to Sarojamma and they have three daughters and one son namely, Geetha, Roopa, Savitha and Manjunath. Manjunath is married to Geetha and they have two daughters namely, Sinchana and Likitha Gowda.

10. We have perused a copy of the Sale Deed dated 08.11.2004, registered as Document No. DNH-1-2832/2004-05, stored in C.D. No. DNHD26, before the office of the Sub-Registrar, Devanahalli which bears out that Muninanjappa along with his wife and children namely, Sarojamma, Manjunath and Roopa sold the Survey No. 51/P21 measuring 33 guntas in favour of Krishna Kumar, son of C. Mukundarajan.

11. We have perused a copy of the Mutation Register bearing MR No.26/2004-05 which bears out that, as per Sale Deed dated 08.11.2004 the khata with respect to the land in Survey No. 51/P21 measuring 33 guntas has been transferred and registered to the name of Krishna Kumar.

12. We have perused a copy of the Official Memorandum dated 03.02.2005 in No. ALN:SR: De:150/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which

bears out that the Survey No. 51/P21 measuring 33 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

13. We have perused a copy of the Mutation Register bearing MR No. 78/2004-05 which bears out the conversion of Survey No. 51/P21 measuring 33 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 03.02.2005 in No. ALN:SR: De:150/2004-05.

14. We have perused a copy of the Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05357/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 51/P21 measuring 33 guntas in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan. The Encumbrance Certificate for the period 01.04.2004 to 02.05.2005 bears out registration of Sale Deed dated 16.03.2005.

15. We have perused a copy of the Order Sheet in O.S. No. 63/2011 filed before the Senior Civil Judge at Devanahalli which bears out that Geetha and Savitha, both daughters of Muninanjappa had filed a suit in O.S. No. 63/2011 for partition and separate possession against Muninanjappa and others. During the pendency of suit, the Plaintiff had filed a memo for dismissal of suit as not pressed. Accordingly, on 18.03.2014 the suit of the plaintiff is dismissed as not pressed.

16. We have perused a copy of the Confirmation Deed dated 19.03.2014 registered as Document No. DNH-1-10338/2013-14, stored in CD No. DNHD374, before the office of the Sub-Registrar, Devanahalli which bears out that, Geetha and Savitha, both daughters of Muninanjappa confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan) with respect to Survey No. 51/P21. Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P21. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out registration of the Confirmation Deed dated 19.03.2014.

17. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

18. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Muninanjappa is numbered as Survey No. 125 measuring 33 guntas.

19. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 125 measuring 33 guntas has been transferred and registered to the name of Krishna Kumar.

20. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P21 measuring 33 guntas and other properties for commercial purposes from residential use.

21. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P21 measuring 33 guntas and other properties for commercial purposes from residential use.

22. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 125 measuring 33 guntas has been converted from residential purposes to commercial purposes.

23. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

24. We have perused a copy of the Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P21 measuring 33 guntas along with other properties in favour of Rajesh Exports Limited. The Encumbrance Certificate for the period 27.01.2009 to 05.09.2009 bears out registration of Mortgage Deed dated 29.01.2009.

25. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 bears out registration of Redemption of Mortgage dated 27.04.2010.

26. We have perused a copy of the Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had

mortgaged the Survey No. 51/P21 measuring 33 guntas along with other properties in favour of Indiabulls Financial Services Limited.

27. We have perused a copy of the Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Indiabulls Financial Services Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

28. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 125 and other properties mentioned therein.

29. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

30. We have perused copies of the RTCs in relation to Survey No. 51, Block 21 measuring 33 guntas without kharab. For the period 1997-98 to 2003-04 which bears out the name of Muninanjappa (as per MR No. 6/1997-98) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 51, Block 21 measuring 33 guntas without kharab. For the period 2004-05 to 2009-10 which bears out the name of Krishna Kumar (as per MR No. 78/2004-05) as the owner and cultivator.

32. We have perused copies of the RTCs in relation to Survey No. 125 measuring 33 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of Krishna Kumar (as per MR No. 78/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.125:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 125 measured 33 gunats without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Muninanjappa is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 125 measures 33 gunats without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 125:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034063 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 125.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 125 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 125 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km).

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 125.

Encumbrance certificates with respect to Survey No. 125:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51.

2. The Encumbrance Certificate for the period 01.04.1996 to 31.03.2004 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

3. The Encumbrance Certificate for the period 01.04.2004 to 02.05.2005 which bears out registration of Sale Deed dated 16.03.2005, registered as Document No. 5357 with respect to the land in Survey No. 51, Block 21.

4. The Encumbrance Certificate for the period 01.04.2005 to 06.12.2007 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

5. The Encumbrance Certificate for the period 06.12.2007 to 27.01.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

6. The Encumbrance Certificate for the period 27.01.2009 to 05.09.2009 which bears out registration of Mortgage Deed dated 29.01.2009 registered as Document No. 5530 with respect to the land in Survey No. 51, Block 21.

7. The Encumbrance Certificate for the period 05.09.2009 to 07.01.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

8. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

9. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 which bears out registration of Redemption of Mortgage dated 27.04.2010 registered as Document No. 395 with respect to the land in Survey No. 51, Block 21.

10. The Encumbrance Certificate for the period 01.05.2010 to 07.06.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

11. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

12. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21.

13. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

14. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

15. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

16. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

17. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out registration of the Confirmation Deed dated 19.03.2014 registered as Document No. 10338 with respect to the land in Survey No. 51, Block 21 (new No. 125).

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18. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

19. The Encumbrance Certificate for the period 01.04.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

20. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

21. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

22. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125)

23. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

24. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

25. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

26. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

27. The Encumbrance Certificate for the period 01.04.2018 to 25.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

28. The Encumbrance Certificate for the period 01.07.2021 to 31.10.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 21 (new No. 125).

Common document:

29. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the

said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* a company is the owner of the converted land in Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
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Reason: I am the author of this document
Location:
Date: 2025-01-15 11:53:48

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas:

All that piece and parcel of the commercially converted land in Survey No. 125 (old Survey No. 51/P21) measuring 33 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 128;
West by	:	Land bearing Survey No.122;
North by	:	Land bearing Survey No.124; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Mutation Register bearing MR No. 6/1997-98.
5.	Intimation letter in No. LND(De) CR 113/2004-05 dated 22.09.2004.
6.	Receipt dated 27.09.2004.
7.	Official Memorandum dated 14.10.2004 in No. LND(De)CR 113/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District.
8.	Genealogical tree of Muninanjappa sworn by way of affidavit dated 18.02.2014.
9.	Sale Deed dated 08.11.2004, registered as Document No. DNH-1-2832/2004-05, stored in C.D. No. DNHD26, before the office of the Sub-Registrar, Devanahalli.
10.	Mutation Register bearing MR No.26/2004-05.
11.	Official Memorandum dated 03.02.2005 in No. ALN:SR: De:150/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division.
12.	Mutation Register bearing MR No. 78/2004-05.
13.	Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05357/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli.
14.	Order Sheet in O.S. No. 63/2011 filed before the Senior Civil Judge at Devanahalli.
15.	Confirmation Deed dated 19.03.2014 registered as Document No. DNH-1-10338/2013-14, stored in CD No. DNHD374, before the office of the Sub-Registrar, Devanahalli.
16.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka.
17.	Phody Report of Survey No. 51.

18.	Mutation Register bearing MR No.6/2010-11.
19.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka.
20.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority.
21.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District.
22.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk.
23.	Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli.
24.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli.
25.	Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli.
26.	Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli.
27.	Memorandum of Entry dated 30.12.2015.
28.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 21.
29.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 125.
30.	Karnataka revision settlement akarband extract.
31.	LR Tippany.
32.	Village map of Nagamangala.
33.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034063 issued by the Tahsildar, Devanahalli Taluk.
34.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore.
35.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore.

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36.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore.
37.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996.
38.	Encumbrance Certificate for the period 01.04.1996 to 31.03.2004.
39.	Encumbrance Certificate for the period 01.04.2004 to 02.05.2005.
40.	Encumbrance Certificate for the period 01.04.2005 to 06.12.2007.
41.	Encumbrance Certificate for the period 06.12.2007 to 27.01.2009.
42.	Encumbrance Certificate for the period 27.01.2009 to 05.09.2009.
43.	Encumbrance Certificate for the period 05.09.2009 to 07.01.2010.
44.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010.
45.	Encumbrance Certificate for the period 01.04.2010 to 30.04.2010.
46.	Encumbrance Certificate for the period 01.05.2010 to 07.06.2010.
47.	Encumbrance Certificate for the period 07.06.2010 to 30.10.2010.
48.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011.
49.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011.
50.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
51.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012.
52.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013.
53.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
54.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
55.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.

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56.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016.
57.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
58.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
59.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017.
60.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
61.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
62.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
63.	Encumbrance Certificate for the period 01.04.2018 to 25.07.2021.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

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To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to

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us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
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Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, Rajanna, son of Narayanappa was granted 29 guntas of land in Survey No. 51 (Block No. 16) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that Rajanna had paid the amount of Rs. 872/- to the Government in respect of 29 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 29 guntas to Rajanna. It is further observed from the Official Memorandum dated 16.06.1997 that, Rajanna belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 29 guntas in Survey No. 51, identified as Block No. 16, was in possession and cultivation of Rajanna.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 16, measuring 29 guntas has been transferred and registered in the name of Rajanna.

6. It is observed that Rajanna applied to the Government seeking permission for sale of the Survey No. 51, Block 16, measuring 29 guntas as stipulated under the provision of the Karnataka Land Grant Rules. We have perused a copy of the intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated Rajanna to pay 50% of the market value of the property (Rs.43,500/-).

7. We have perused a copy of the Receipt dated 27.09.2004 issued by the State Bank of Mysore which bears out that Rajanna has paid sum of Rs.43,500/- to the Government for sale permission for sale of the Survey No. 51, Block 16.

8. We have perused a copy of the Official Memorandum dated 14.10.2004 in No. LND(De)CR 111/2004-05 which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated to Rajanna regarding grant of permission by the Government for sale of the Survey No. 51 measuring 29 guntas subject to the condition that, (1) the person who intends to purchase the land shall be a person eligible to purchase the land under the provisions of the Karnataka Land Reforms Act; (2) Rajanna should invests the sale consideration received to purchase some other land and (3) Rajanna should sell the lands as per the prevailing market value.

9. We have perused a copy of the Mutation Register bearing MR No. 20/2004-05, which bears out that after the death of Rajanna alias Munirajappa, the khata with respect to the land in Survey No. 51, Block 16, measuring 29 guntas has been transferred and registered in the name of his wife Rathnamma.

10. We have perused a copy of the genealogical tree of Rajanna sworn by way of affidavit before the notary public dated 27.04.2016 which bears out that, Rajanna is married to Rathnamma and they have two sons namely, N.R. Manjunatha and N.R. Dilip Kumar. N.R. Manjunatha is married to Maala and they have two children namely, Rakshitha and Rachan Gowda. N.R. Dilip Kumar is married to Asha C.M and they have two sons namely, Rakshith Gowda and Ujwal Gowda.

11. We have perused a copy of the Sale Deed dated 13.12.2004, registered as Document No. DNH-1-03546/2004-05, stored in C.D. No. DNHD30, before the office of the Sub-Registrar, Devanahalli which bears out that Rathnamma and they have two sons namely, N.R. Manjunatha and N.R. Dilip Kumar, wife and sons of late Rajanna sold the Survey No. 51/P16 measuring 29 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar). The Encumbrance Certificate for the period 01.04.1997 to 27.12.2004 bears out registration of Sale Deed dated 13.12.2004.

12. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other

documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

13. We have perused a copy of the Mutation Register bearing MR No.47/2004-05 which bears out that, as per Sale Deed dated 13.12.2004 the khata with respect to the land in Survey No. 51/P16 measuring 29 guntas has been transferred and registered to the name of C. Mukundarajan.

14. We have perused a copy of the Official Memorandum dated 01.04.2005 in No. ALN:SR: De:229/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P16 measuring 29 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

15. We have perused a copy of the Mutation Register bearing MR No. 99/2004-05 which bears out the conversion of Survey No. 51/P16 measuring 29 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 01.04.2005 in No. ALN:SR: De:229/2004-05.

16. We have perused a copy of the Sale Deed dated 03.05.2005, registered as Document No. DNH-1-00768/2005-06, stored in CD No. DNHD48, before the office of the Sub-Registrar, Devanahalli which bears out that Krishna Kumar sold the Survey No. 51/P16 measuring 29 guntas along with other properties in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan. The Encumbrance Certificate for the period 01.04.2004 to 07.01.2010 bears out registration of Sale Deed dated 03.05.2005.

17. We have perused a copy of the Deed of Rectification dated 27.01.2009, registered as Document No. DNH-1-05470/2008-09, stored in CD No. DNHD168 before the office of the Sub-Registrar, Devanahalli which bears out that the aforesaid Sale Deed dated 03.05.2005 was rectified by inserting the name of C. Mukundarajan as one of the Vendor represented by his power of attorney holder Krishna Kumar. The Encumbrance Certificate for the period 01.04.2004 to 07.01.2010 bears out registration of Deed of Rectification dated 27.01.2009.

18. We have perused a copy of the Deed of Confirmation and Ratification dated 27.01.2009, registered as Document No. DNH-1-05471/2008-09, stored in CD No. DNHD168 before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan confirmed and ratified the execution of the Sale Deed dated 03.05.2005 and Deed of Rectification dated 27.01.2009 in favour of Swire Investments Private Limited and confirmed that Swire Investments Private Limited is the absolute owner of the Survey No. 51/P16 measuring 29 guntas. The Encumbrance Certificate for the period 01.04.2004 to 07.01.2010 bears out registration of Deed of Confirmation and Ratification dated 27.01.2009.

19. We have perused a copy of the Plaint, Memo and Order Sheet in O.S. No. 565/2009 filed before the Senior Civil Judge at Devanahalli which bears out that Shoba and Ambika, both daughters of Munirajappa alias Rajanna had filed a suit in O.S. No. 565/2009 for partition and separate possession against Rathnamma and others. During the pendency of suit, the Plaintiff had filed

a memo for dismissal of suit as not pressed stating that they have no right, title and interest over the suit schedule property. Accordingly, on 13.02.2014 the suit of the plaintiff is dismissed as withdrawn.

20. We have perused a copy of the Confirmation Deed dated 17.12.2014 registered as Document No. DNH-1-07746/2014-15, stored in CD No. DNHD484, before the office of the Sub-Registrar, Devanahalli which bears out that, Shoba alias Bhagyamma and Ambika both daughters of Munirajappa alias Rajanna confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan) with respect to Survey No. 51/P16. Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P16.

21. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

22. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to Rajanna is numbered as Survey No. 128 measuring 29 guntas.

23. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 128 measuring 29 guntas has been transferred and registered to the name of C. Mukundarajan.

24. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P16 measuring 29 guntas and other properties for commercial purposes from residential use.

25. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P16 measuring 29 guntas and other properties for commercial purposes from residential use.

26. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 128 measuring 29 guntas has been converted from residential purposes to commercial purposes.

27. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

28. We have perused a copy of the Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P16 measuring 29 guntas along with other properties in favour of Rajesh Exports Limited. The Encumbrance Certificate for the period 01.04.2004 to 07.01.2010 bears out registration of Mortgage Deed dated 29.01.2009

29. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 bears out registration of Redemption of Mortgage dated 27.04.2010

30. We have perused a copy of the Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P16 measuring 29 guntas along with other properties in favour of Indiabulls Financial Services Limited.

31. We have perused a copy of the Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Indiabulls Financial Services Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

32. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 128 and other properties mentioned therein.

33. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with regard to Memorandum of Entry dated 30.12.2015.

34. We have perused copies of the RTCs in relation to Survey No. 51, Block 16 measuring 29 guntas without kharab. For the period 1997-98 to 2003-04 which bears out the name of Rajanna (as per MR No. 6/1997-98) as the owner and cultivator.

35. We have perused copies of the RTCs in relation to Survey No. 51, Block 16 measuring 29 guntas without kharab. For the period 2004-05 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 99/2004-05) as the owner and cultivator.

36. We have perused copies of the RTCs in relation to Survey No. 128 measuring 29 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 99/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.128:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 128 measured 29 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to Rajanna is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 128 measures 29 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 105:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 128.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 128 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent

Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 128 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km).

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 128.

Encumbrance certificates with respect to Survey No. 128:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51.

2. The Encumbrance Certificate for the period 01.04.1997 to 27.12.2004 which bears out registration of Sale Deed dated 13.12.2004, registered as Document No. 3546 with respect to the land in Survey No. 51, Block 16.

3. The Encumbrance Certificate for the period 01.04.2004 to 07.01.2010 which bears out registration of Sale Deed dated 13.12.2004, registered as Document No. 3546; Sale Deed dated 03.05.2005, registered as Document No. 768; Deed of Rectification dated 27.01.2009, registered as Document No. 5470; Deed of Confirmation and Ratification dated 27.01.2009, registered as Document No. 5471 and Mortgage Deed dated 29.01.2009 registered as Document No. 5530 with respect to the land in Survey No. 51, Block 16.

4. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16.

5. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 which bears out registration of Redemption of Mortgage dated 27.04.2010 registered as Document No. 395 with respect to the land in Survey No. 51, Block 16.

6. The Encumbrance Certificate for the period 01.05.2010 to 07.06.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16.

7. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16.

8. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16.

9. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

10. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

11. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

12. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

13. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

14. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

15. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

16. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

17. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

18. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

19. The Encumbrance Certificate for the period 21.11.2016 to 30.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

20. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

21. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

22. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

23. The Encumbrance Certificate for the period 01.04.2018 to 25.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

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24. The Encumbrance Certificate for the period 01.07.2021 to 31.10.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 16 (new No.128).

Common document:

25. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:54:48

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas:

All that piece and parcel of the commercially converted land in Survey No. 128 (old Survey No. 51/P16) measuring 29 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 131;
West by	:	Land bearing Survey No. 125;
North by	:	Land bearing Survey Nos. 127; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk.
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk.
3.	Sketch issued by the Thasildar, Devanahalli Taluk.
4.	Mutation Register bearing MR No. 6/1997-98.
5.	Mutation Register bearing MR No. 43/2004-05 .
6.	Intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004.
7.	Receipt dated 27.09.2004.
8.	Official Memorandum dated 14.10.2004 in No. LND(De)CR 111/2004-05.
9.	Genealogical tree of Rajanna sworn by way of affidavit before the notary public dated 27.04.2016.
10.	Sale Deed dated 13.12.2004, registered as Document No. DNH-1-03546/2004-05, stored in C.D. No. DNHD30, before the office of the Sub-Registrar, Devanahalli.
11.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli.
12.	Mutation Register bearing MR No.47/2004-05.
13.	Official Memorandum dated 01.04.2005 in No. ALN:SR: De:229/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division.
14.	Mutation Register bearing MR No. 99/2004-05.
15.	Sale Deed dated 03.05.2005, registered as Document No. DNH-1-00768/2005-06, stored in CD No. DNHD48, before the office of the Sub-Registrar, Devanahalli.

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16.	Deed of Rectification dated 27.01.2009, registered as Document No. DNH-1-05470/2008-09, stored in CD No. DNHD168 before the office of the Sub-Registrar, Devanahalli.
17.	Deed of Confirmation and Ratification dated 27.01.2009, registered as Document No. DNH-1-05471/2008-09, stored in CD No. DNHD168 before the office of the Sub-Registrar, Devanahalli.
18.	Plaint, Memo and Order Sheet in O.S. No. 565/2009 filed before the Senior Civil Judge at Devanahalli.
19.	Confirmation Deed dated 17.12.2014 registered as Document No. DNH-1-07746/2014-15, stored in CD No. DNHD484, before the office of the Sub-Registrar, Devanahalli.
20.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka.
21.	Phody Report of Survey No. 51.
22.	Mutation Register bearing MR No.6/2010-11.
23.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka.
24.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority.
25.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District.
26.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk.
27.	Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli.
28.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli.
29.	Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli.

30.	Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli.
31.	Memorandum of Entry dated 30.12.2015.
32.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 16.
33.	RTCs for the period 2010-11 to 2015-156 in relation to Survey No. 128.
34.	Karnataka revision settlement akarband extract.
35.	LR Tippany.
36.	Village map of Nagamangala.
37.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034037 issued by the Tahsildar, Devanahalli Taluk.
38.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore.
39.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore.
40.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore.
41.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996.
42.	Encumbrance Certificate for the period 01.04.1997 to 27.12.2004.
43.	Encumbrance Certificate for the period 01.04.2004 to 07.01.2010.
44.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010.
45.	Encumbrance Certificate for the period 01.04.2010 to 30.04.2010.
46.	Encumbrance Certificate for the period 01.05.2010 to 07.06.2010.

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47.	Encumbrance Certificate for the period 07.06.2010 to 30.10.2010.
48.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011.
49.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011.
50.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011.
51.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012.
52.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013.
53.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014.
54.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015.
55.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015.
56.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016.
57.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016.
58.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016.
59.	Encumbrance Certificate for the period 21.11.2016 to 30.05.2017.
60.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017.
61.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017.
62.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018.
63.	Encumbrance Certificate for the period 01.04.2018 to 25.07.2021 and from 01.07.2021 to 31.10.2024

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January 15, 2025

LAND DUE DILIGENCE REPORT

IN RELATION TO:

Land in Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

To
NAM ESTATES PRIVATE LIMITED

From:
Malini Raju
AZB & PARTNERS
Bengaluru

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PRIVILEGED & CONFIDENTIAL

AZB & PARTNERS
ADVOCATES & SOLICITORS

FOREWORD

1. We are acting as legal advisors to Nam Estates Private Limited ("**Client**") in connection with conducting a land due diligence of land situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

2. The contents of this Land Due Diligence Report ("**Report**") are confidential. Neither this Report nor any of its contents may be disclosed to any person other than the Client without our express written consent. We accept no responsibility or legal liability to any person other than the Client in relation to the contents of the Report even if the same has been disclosed with our consent.

3. The scope of this Report is limited to the identification of issues in relation to the title of Client to the Schedule Property. This Report does not seek to set out general information regarding Client or its business(es).

4. Our review for the purpose of this Report is subject to the following limitations:

   (i) We have relied on the information and the contents mentioned in the Available Documents made available by Client;

   (ii) The review consisted of review of the Available Documents made available by the Client. Certain information and clarifications on particular issues were provided vide emails and orally;

   (iii) Available Documents were provided by the Client based on the requests made by us from time to time;

   (iv) We have not carried out any physical inspection of the Schedule Property;

   (v) We have relied upon information, on the basis of the copies of the documents provided to us and information as separately provided to us;

   (vi) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and/ or judicial actions. Any such change could have an effect on the validity of the statements made by us in the Report;

   (vii) Our observations in this Report are limited to issues and risks arising from a

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legal perspective specifically in relation to the title of the Schedule Property, as analyzed by us from the documents, information, representations provided to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated under this Report;

(viii) We are not certifying the boundaries or the location of the Schedule Property nor are we qualified to express an opinion on physical identification of the Schedule Property; and

5. Unless otherwise stated in this Report, this Report is based on the assumptions that:

(i) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;

(ii) all signatures and seals on any documents submitted to us are genuine;

(iii) there have been no amendments or changes to the documents examined by us; and

(iv) the legal capacities of all natural persons are as they purport it to be.

6. We have not independently verified the amount of stamp duties in respect of the Available Documents since such documents have been executed over various periods of time.

7. No information derived from the Available Documents was independently verified unless otherwise specified in this Report.

8. This Report is prepared solely in relation to the laws of the State of Karnataka.

9. Our liability in relation to this Report shall be limited to the amount of fees received by us from our Client for this particular assignment.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:55:19

Malini Raju
AZB & PARTNERS
Bengaluru

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DUE DILIGENCE REPORT

We have in this due diligence report dealt with the converted land in Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

Flow of Title:

1. On review of the documents provided to us we note that, the subject property being the land bearing Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas was earlier formed part of a larger extent of the gomal land in Survey No.51, totally measuring 50 acres 11 guntas of Nagamangala Village. The said portion of gomal land bearing Survey No.51 was cultivated and occupied by few landless persons. A recommendation was made by the Taluk land grant committee to regularise/grant the unauthorised cultivation of the gomal lands bearing Survey No. 51 of Nagamangala Village. Upon confirmation of cultivation of said land by various persons, the Tahsildar, Devanahalli Taluk has issued an Order in No. L.N.D.R.U.C.S.R.94-95-96 (Ku) 7/1995-96 where under the portion of land in Survey No. 51 was granted to various unauthorised cultivator.

2. We have perused a copy of the Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk which bears out that, N.A. Manjunath, son of Appaianma was granted 30 guntas of land in Survey No. 51 (Block No. 15) subject to the condition that the said land shall not be alienated for a period of 15 years from the date of issue of Certificate of Grant/Saguvali Chit (i.e., from 13.02.1997). In the aforementioned Certificate of Grant, it is mentioned that N.A. Manjunath had paid the amount of Rs. 872/- to the Government in respect of 30 guntas of land granted to him.

3. We have perused a copy of the Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 which bears out that after grant of land in favour of various grantees in Survey Nos. 50 and 51 of Nagamangala village, the extent of lands granted in Survey Nos. 50 and 51 is reduced from the total extent of gomal land. The said Official Memorandum shows the grant of portion of Survey No. 51, measuring 30 guntas to N.A. Manjunath. It is further observed from the Official Memorandum dated 16.06.1997 that, N.A. Manjunath belongs to Okkaliga community and hence, the provision of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 does not apply.

4. We have perused a copy of the Sketch issued by the Thasildar, Devanahalli Taluk, which bears out the location and extent of land in unauthorised occupation by various persons in Survey No. 51. An extent of 30 guntas in Survey No. 51, identified as Block No. 15 was in possession and cultivation of N.A. Manjunath.

5. We have perused a copy of the Mutation Register bearing MR No. 6/1997-98, which bears out that the khata with respect to the land in Survey No. 51, Block 15, measuring 30 guntas has been transferred and registered in the name of N.A. Manjunath.

6. It is observed that N.A. Manjunath applied to the Government seeking permission for sale of the Survey No. 51, Block 15, measuring 30 guntas as stipulated under the provision of the Karnataka Land Grant Rules. We have perused a copy of the intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004, which bears out that the Deputy Commissioner, Bengaluru Rural District has intimated N.A. Manjunath to pay 50% of the market value of the property (Rs.45000/-).

7. We have perused a copy of the genealogical tree of N.A. Manjunath sworn by way of affidavit before the notary public dated 15.05.2014 which bears out that, N.A. Manjunath is married to K. Shashikala and they have two children namely, Anil Kumar N.M and Divyashree N. M.

8. We have perused a copy of the Agreement of Sale dated 31.12.2003 which bears out that N.A. Manjunath and his wife K. Shashikala agreed to sell the Survey No. 51/P15 measuring 30 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar.

9. We have perused a copy of the Sale Deed dated 29.11.2004, registered as Document No. DNH-1-03247/2004-05, stored in C.D. No. DNHD29, before the office of the Sub-Registrar, Devanahalli which bears out that N.A. Manjunath and his wife K. Shashikala sold the Survey No. 51/P15 measuring 30 guntas in favour of C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar). The Encumbrance Certificate for the period 01.04.1997 to 27.12.2004 bears out registration of Sale Deed dated 29.11.2004.

10. We have perused a copy of the General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan authorised and empowered Krishna Kumar to purchase any property in and around Bangalore and also empowered him to sign and execute deed/s, instrument, conveyance/s and such other documents which is required to effectively coney the properties in favour of any purchaser/s or their nominees.

11. We have perused a copy of the Mutation Register bearing MR No.40/2004-05 which bears out that, as per Sale Deed dated 13.12.2004 the khata with respect to the land in Survey No. 51/P15 measuring 30 guntas has been transferred and registered to the name of C. Mukundarajan.

12. We have perused a copy of the Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division which bears out that the Survey No. 51/P15 measuring 30 guntas has been converted from agricultural use to non-agricultural/ residential purposes.

13. We have perused a copy of the Mutation Register bearing MR No. 84/2004-05 which bears out the conversion of Survey No. 51/P15 measuring 30 guntas from agricultural use to non-agricultural purposes as per Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05.

14. We have perused a copy of the Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05360/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli which bears out that C. Mukundarajan, son of late Duraiswamy Iyengar (represented by his power of attorney holder Krishna Kumar) sold the Survey No. 51/P15 measuring 30 guntas in favour of Swire Investments Private Limited, represented by its Director, Gopikrishnan. The Encumbrance Certificate for the period 27.01.2009 to 05.09.2009 bears out registration of Sale Deed dated 16.03.2005.

15. We have perused a copy of the Confirmation Deed dated 24.04.2015 registered as Document No. DNH-1-00660/2015-16, stored in CD No. DNHD540, before the office of the Sub-Registrar, Devanahalli which bears out that, Anil Kumar N.M and Divyashree N. M, both children of N.A. Manjunath confirmed and affirmed the execution of the sale deed in favour of C. Mukundarajan (he is represented by his power of attorney holder, V.S. Aravindan) with respect to Survey No. 51/P15. Further, they have confirmed that they do not have right, title and interest over the Survey No. 51/P15. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 bears out registration of Confirmation Deed dated 24.04.2015.

16. We have perused a copy of the Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka which bears out that C. Mukundarajan authorized and empowered V. S. Aravindan, son of Singarachari to present for registration, agreements, confirmation deed, rectification deed and any other documents for conveyance either in his own individual capacity or as a partner of partnership firm or as a director of any company etc.

17. We have perused a copy of the Phody Report of Survey No. 51, which bears out that the portion of land granted to various grantees is bifurcated from the composite in Survey No. 51 and assigned new survey number to their respective portion of land. The portion of land granted to N.A. Manjunath is numbered as Survey No. 131 measuring 30 guntas.

18. We have perused a copy of the Mutation Register bearing MR No.6/2010-11 which bears out that, the khata with respect to the land in Survey No. 131 measuring 30 guntas has been transferred and registered to the name of C. Mukundarajan.

19. We have perused a copy of the Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka which bears out that Government of Karnataka has accorded permission for change of land use of the Survey No. 51/P15 measuring 30 guntas and other properties for commercial purposes from residential use.

20. We have perused a copy of the Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority which bears out that Bangalore International Airport Areas Planning Authority has accorded permission for change of land use of the Survey No. 51/P15 measuring 30 guntas and other properties for commercial purposes from residential use.

21. We have perused a copy of the Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District which bears out that the Survey No. 131 measuring 30 guntas has been converted from residential purposes to commercial purposes

22. We have perused a copy of the Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk which bears out that all the documents with respect to the land bearing Survey Nos. 73 to 143 of Nagamangala Village are in the custody of the Lokayukta's Office.

23. We have perused a copy of the Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P15 measuring 30 guntas along with other properties in favour of Rajesh Exports Limited. The Encumbrance Certificate for the period 27.01.2009 to 05.09.2009 bears out registration of Mortgage Deed dated 29.01.2009

24. We have perused a copy of the Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Rajesh Exports Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 bears out registration of Redemption of Mortgage dated 27.04.2010.

25. We have perused a copy of the Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli which bears out that Swire Investments Private Limited had mortgaged the Survey No. 51/P15 measuring 30 guntas along with other properties in favour of Indiabulls Financial Services Limited. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 bears out registration of Memorandum of Entry dated 24.06.2010

26. We have perused a copy of the Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli which bears out that upon repayment of mortgage amount, Indiabulls Financial Services Limited had discharged the aforesaid mortgage in favour of Swire Investments Private Limited.

27. We have perused a copy of the Memorandum of Entry dated 30.12.2015, which bears out that M/s. Nam Estates Private Limited (owner of other properties mentioned therein) and M/s. Swire Investments Private Limited availed financial assistance of Rs. 760,00,00,000/- from Housing Development Finance Corporation Limited on the security of Survey No. 131 and other properties mentioned therein.

28. We have perused a copy of the no dues letter dated 23.09.2021 issued by the HDFC addressing to NAM Estates Privat Limited which bears out that NAM Estates Privat Limited has re-paid the loan amount in full with all dues with regard to Memorandum of Entry dated 30.12.2015.

29. We have perused copies of the RTCs in relation to Survey No. 51, Block 15 measuring 30 guntas without kharab. For the period 1997-98 to 2003-04 which bears out the name of N.A. Manjunath (as per MR No. 6/1997-98) as the owner and cultivator.

30. We have perused copies of the RTCs in relation to Survey No. 51, Block 15 measuring 30 guntas without kharab. For the period 2004-05 to 2009-10 which bears out the name of C. Mukundarajan (as per MR No. 40/2004-05) as the owner and cultivator.

31. We have perused copies of the RTCs in relation to Survey No. 131 measuring 30 guntas without kharab for the period 2010-11 to 2015-16 which bears out the name of C. Mukundarajan (as per MR No. 84/2004-05) as the owner and cultivator.

Survey documents with respect to Survey No.131:

1. We have perused a copy of the Karnataka revision settlement akarband extract which bears out that Survey No. 131 measured 30 guntas without kharab land.

2. We have perused a copy of the LR Tippany which bears out that the land which was granted to N.A. Manjunath is bifurcated from the larger extent of Survey No. 51 and assigned as new Survey No. 131 measures 30 guntas without kharab land.

3. We have perused a copy of the village map of Nagamangala and the composite Survey No. 51 formed part of the said village.

Endorsements with respect to Survey No. 131:

1. We have perused a copy of the Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034068 issued by the Tahsildar, Devanahalli Taluk which bears out that there are no tenancy application under Form 7 and 7A of the Karnataka Land Reforms Act, 1961 with respect to Survey No. 131.

2. We have perused a copy of the Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public

Information Officer, Karnataka Industrial Areas Development Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to the lands situated at Nagamangala village.

3. We have perused a copy of the Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore, which bears out that there were no acquisitions by the said authority with respect to Survey No. 131 along with certain other land parcels.

4. We have perused a copy of the Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore which bears out that the Survey No. 131 along with certain other land parcels were not comes under the preview of National Highway 7 (Hyderabad-Bangalore Road 524.720 km to 556.840 km)

Note: We have not been provided with the copy of the latest Endorsement from KIADB and KHB regarding notification, if any for acquisition of Survey No. 13.

Encumbrance certificates with respect to Survey No. 131:

1. The Encumbrance Certificate for the period 01.04.1950 to 31.03.1996 which bears out nil encumbrances with respect to the land in Survey No. 51

2. The Encumbrance Certificate for the period 01.04.1996 to 31.03.2004 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

3. The Encumbrance Certificate for the period 01.04.2004 to 02.02.2009 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

4. The Encumbrance Certificate for the period 27.01.2009 to 05.09.2009 which bears out registration of Mortgage Deed dated 29.01.2009 registered as Document No. 5530 with respect to the land in Survey No. 51, Block 15

5. The Encumbrance Certificate for the period 05.09.2009 to 07.01.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

6. The Encumbrance Certificate for the period 07.01.2010 to 31.03.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

7. The Encumbrance Certificate for the period 01.04.2010 to 30.04.2010 which bears out registration of Redemption of Mortgage dated 27.04.2010 registered as Document No. 395 with respect to the land in Survey No. 51, Block 15

8. The Encumbrance Certificate for the period 01.05.2010 to 07.06.2010 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

9. The Encumbrance Certificate for the period 07.06.2010 to 30.10.2010 which bears out registration of Memorandum of Entry dated 24.06.2010 registered as Document No. 1110 with respect to the land in Survey No. 51, Block 15

10. The Encumbrance Certificate for the period 30.10.2010 to 31.01.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15

11. The Encumbrance Certificate for the period 01.02.2011 to 20.07.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

12. The Encumbrance Certificate for the period 20.07.2011 to 31.12.2011 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

13. The Encumbrance Certificate for the period 01.01.2012 to 29.02.2012 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

14. The Encumbrance Certificate for the period 01.03.2012 to 31.03.2013 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

15. The Encumbrance Certificate for the period 01.04.2013 to 31.03.2014 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

16. The Encumbrance Certificate for the period 01.04.2014 to 31.03.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

17. The Encumbrance Certificate for the period 01.04.2015 to 30.09.2015 which bears out registration of Confirmation Deed dated 24.04.2015, registered as document No. 660 with respect to the land in Survey No. 51, Block 15 (new No. 131)

18. The Encumbrance Certificate for the period 01.10.2015 to 31.12.2015 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

19. The Encumbrance Certificate for the period 01.01.2016 to 31.03.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

20. The Encumbrance Certificate for the period 01.04.2016 to 31.07.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

21. The Encumbrance Certificate for the period 01.08.2016 to 21.11.2016 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

22. The Encumbrance Certificate for the period 21.11.2016 to 31.05.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

23. The Encumbrance Certificate for the period 01.06.2017 to 31.07.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

24. The Encumbrance Certificate for the period 01.08.2017 to 31.10.2017 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

25. The Encumbrance Certificate for the period 01.11.2017 to 31.03.2018 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

26. The Encumbrance Certificate for the period 01.04.2018 to 23.07.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

27. The Encumbrance Certificate for the period 22.07.2021 to 31.08.2021 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

28. The Encumbrance Certificate for the period 01.04.2009 to 19.11.2024 which bears out nil encumbrances with respect to the land in Survey No. 51, Block 15 (new No. 131)

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Common document:

29. The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by M/s. Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with M/s. Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with M/s. Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

It is advisable to obtain the following document:

1. Tax paid receipt for the year 2022-23, 2023-24 and 2024-25.

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ADVOCATES & SOLICITORS

CONCLUSION

Based on review of the documents detailed above and subject to our observations, we hereby conclude that M/s. Nam Estates Private Limited *(earlier known as M/s. Swire Investments Private Limited),* is the owner of the converted land in Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas, situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-15 11:55:46

Malini Raju
AZB & PARTNERS
Bengaluru

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SCHEDULE

Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas

All that piece and parcel of the commercially converted land in Survey No. 131 (old Survey No. 51/P15) measuring 30 guntas (converted vide Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District) situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Land bearing Survey No. 134;
West by	:	Land bearing Survey No.128;
North by	:	Land bearing Survey No.130; and
South by	:	Navarathna Agrahara village border

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Annexure -A

Documents reviewed by us:

Sl. No.	Description of the documents
1.	Certificate of Grant/Saguvali Chit in Form No. 7 dated 13.02.1997 issued by the Thasildar, Devanahalli Taluk
2.	Official Memorandum dated 16.06.1997 in No. LND:RUC:SR(Ku)7/1996-97 issued by the Thasildar, Devanahalli Taluk
3.	Sketch issued by the Thasildar, Devanahalli Taluk
4.	Mutation Register bearing MR No. 6/1997-98
5.	Intimation letter in No. LND(De) CR 111/2004-05 dated 22.09.2004
6.	Genealogical tree of N.A. Manjunath sworn by way of affidavit before the notary public dated 15.05.2014
7.	Agreement of Sale dated 31.12.2003
8.	Sale Deed dated 29.11.2004, registered as Document No. DNH-1-03247/2004-05, stored in C.D. No. DNHD29, before the office of the Sub-Registrar, Devanahalli
9.	General Power of Attorney dated 04.09.2004, registered as Document No. 55/2004-05 stored in Book IV, stored in CD No. DNHD20, before the office of the Sub-Registrar, Devanahalli
10.	Mutation Register bearing MR No.40/2004-05
11.	Official Memorandum dated 03.02.2005 in No. ALN:SR: De:151/2004-05 issued by the Assistant Commissioner, Doddaballapur Sub-Division
12.	Mutation Register bearing MR No. 84/2004-05
13.	Sale Deed dated 16.03.2005, registered as Document No. DNH-1-05360/2004-05, stored in CD No. DNHD41, before the office of the Sub-Registrar, Devanahalli
14.	Confirmation Deed dated 24.04.2015 registered as Document No. DNH-1-00660/2015-16, stored in CD No. DNHD540, before the office of the Sub-Registrar, Devanahalli
15.	Special Power of Attorney dated 20.12.2013 registered as Document No. YAN-4-00383/2013-14, stored in CD No.YAND524, before the office of the Sub-Registrar, Yelahanka
16.	Phody Report of Survey No. 51
17.	Mutation Register bearing MR No.6/2010-11

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18.	Order dated 05.07.2011 in No. NAE103BMR2011, Bangalore issued by the Government of Karnataka
19.	Order dated 10.02.2012 in No. BIAAPA/TP/CLU/41/2009-10 issued by the Bangalore International Airport Areas Planning Authority
20.	Official Memorandum dated 16.07.2012 in No. ALN. SR. (De.Ku.) (NAY) 107/2011-12 issued by the Deputy Commissioner, Bangalore Rural District
21.	Endorsement dated 07.10.2015 in No. Ta.Bhu.Sha/Etare/191/2015-16 issued by the Tahsildar's Office Devanahalli Taluk
22.	Mortgage Deed dated 29.01.2009 registered as Document No. DNH-1-05530/2008-09, before the office of the Sub-Registrar, Devanahalli
23.	Redemption of Mortgage dated 27.04.2010 registered as Document No. DNH-1-00395/2010-11, stored in CD No. DNHD191, before the office of the Sub-Registrar, Devanahalli
24.	Memorandum of Entry dated 24.06.2010 registered as Document No. DNH-1-01110/2010-11, stored in CD No. DNHD195, before the office of the Sub-Registrar, Devanahalli
25.	Deed of Release of Mortgage dated 03.01.2012 registered as Document No. DNH-1-05842/2011-12, stored in CD No. DNHD250, before the office of the Sub-Registrar, Devanahalli
26.	Memorandum of Entry dated 30.12.2015
27.	RTCs for the period 1997-98 to 2009-10 in relation to Survey No. 51, Block 15
28.	RTCs for the period 2010-11 to 2015-16 in relation to Survey No. 131
29.	Karnataka revision settlement akarband extract
30.	LR Tippany
31.	Village map of Nagamangala
32.	Nil Tenancy Endorsement dated 04.07.2016 in No. RD0038367034063 issued by the Tahsildar, Devanahalli Taluk
33.	Endorsement dated 29.09.2011 in No. Bangalore/SLAO/1762/2011-12 issued by the Special Land Acquisition Officer-2 and Public Information Officer, Karnataka Industrial Areas Development Board, Bangalore
34.	Endorsement dated 10.11.2011 in No. KHB/SLA/2011-12 issued by the Special Land Acquisition Officer, Karnataka Housing Board, Bangalore
35.	Endorsement dated 24.10.2011 in No. LAQ/NH7/CA/CR/19/2011-12 issued by the Special Land Acquisition Officer and Competent Officer, National Highway Authority, Hebbala, Bangalore

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36.	Encumbrance Certificate for the period 01.04.1950 to 31.03.1996
37.	Encumbrance Certificate for the period 01.04.1996 to 31.03.2004
38.	Encumbrance Certificate for the period 01.04.2004 to 02.02.2009
39.	Encumbrance Certificate for the period 27.01.2009 to 05.09.2009
40.	Encumbrance Certificate for the period 05.09.2009 to 07.01.2010
41.	Encumbrance Certificate for the period 07.01.2010 to 31.03.2010
42.	Encumbrance Certificate for the period 01.04.2010 to 30.04.2010
43.	Encumbrance Certificate for the period 01.05.2010 to 07.06.2010
44.	Encumbrance Certificate for the period 07.06.2010 to 30.10.2010
45.	Encumbrance Certificate for the period 30.10.2010 to 31.01.2011
46.	Encumbrance Certificate for the period 01.02.2011 to 20.07.2011
47.	Encumbrance Certificate for the period 20.07.2011 to 31.12.2011
48.	Encumbrance Certificate for the period 01.01.2012 to 29.02.2012
49.	Encumbrance Certificate for the period 01.03.2012 to 31.03.2013
50.	Encumbrance Certificate for the period 01.04.2013 to 31.03.2014
51.	Encumbrance Certificate for the period 01.04.2014 to 31.03.2015
52.	Encumbrance Certificate for the period 01.04.2015 to 30.09.2015
53.	Encumbrance Certificate for the period 01.10.2015 to 31.12.2015
54.	Encumbrance Certificate for the period 01.01.2016 to 31.03.2016
55.	Encumbrance Certificate for the period 01.04.2016 to 31.07.2016
56.	Encumbrance Certificate for the period 01.08.2016 to 21.11.2016

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57.	Encumbrance Certificate for the period 21.11.2016 to 31.05.2017
58.	Encumbrance Certificate for the period 01.06.2017 to 31.07.2017
59.	Encumbrance Certificate for the period 01.08.2017 to 31.10.2017
60.	Encumbrance Certificate for the period 01.11.2017 to 31.03.2018
61.	Encumbrance Certificate for the period 01.04.2018 to 23.07.2021
62.	Encumbrance Certificate for the period 22.07.2021 to 31.08.2021
63.	Encumbrance Certificate for the period 01.04.2009 to 19.11.2024

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Annexure – 33

Common Flow for Embassy Springs:

The project Embassy Springs is developed on lands situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk (earlier Devanahalli Taluk) and lands situated at Hegganahalli Village, and Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District, total admeasuring 37 acres 37 guntas:

Sl. No.	Survey Nos. as per sale deed and conversion order	Extent as per conversion order		Project
		Acre/s	Gunta/s	
1.	67/287	5	30	Edge
2.	67/287	7	14	Edge
3.	72/2	2	20	Edge
4.	72/3	2	20	Edge
5.	59/2 (59)	3	10	Verde
6.	59/3 (59)	0	21	Verde
7.	59/4 (59)	0	21	Verde
8.	59/5 (59)	0	21	Verde
9.	59/6 (59)	0	21	Verde
10.	59/7 (59)	1	02	Verde
11.	59/8 (59)	0	30	Verde
12.	94 (51/51)	0	20	Verde
13.	95 (51/52)	0	15	Verde
14.	96	0	20	Verde
15.	99 (51/44) P	0	28	Verde
16.	100 (51/43) P	0	33	Verde
17.	103 (51/42)	1	00	Verde
18.	106 (51/39)	1	08	Verde
19.	109 (51/34) P	1	04	Verde
20.	112 (51/33) P	1	08	Verde
21.	57/3(57) P	0	12	Embassy Springs
22.	57/4(57) P	0	16	Embassy Springs
23.	58/1 P	1	03	Embassy Springs
24.	93 (51/50) P	0	10	Embassy Springs
25.	97 (51/54)	0	15	Embassy Springs
26.	102 (51/41) P	0	10	Embassy Springs
27.	105 (51/38) P	0	05	Embassy Springs
28.	116 (51/30) P	0	34	Embassy Springs
29.	119	0	26	Embassy Springs
30.	122 (51/24) P	0	21	Embassy Springs

31.	125 (51/21) P	0	11	Embassy Springs
32.	128 (51/16) P	0	06	Embassy Springs
33.	131 (51/15) P	0	02	Embassy Springs
TOTAL		**37**	**37**	

Common Flow for all survey numbers:

1. We have perused a copy of the Memorandum of Entry recording Deposit of Title Deeds dated 30.07.2021 registered on 09.08.2021 as Document No. 3262/2021-22, which bears out NAM Estates Private Limited along with others have together mortgaged Embassy Springs (Embassy Springs –Plotted Development) and Embassy Springs – (Embassy Edge- Apartments) Land along with 59 units including the Subject Property (except in relation to Villa No. 722) in favour of Catalyst Trusteeship Limited (as Debenture Trustees for HDFC). *The existing loan is Rs.535,00,00,000/- and the additional facility is of INR 12,10,00,00,000/-*

    - Embassy Springs (Embassy Springs-Plotted Development): 62 unsold units (admeasuring 404,855 square feet) and 42 units under booking form (admeasuring 128,529 square feet) of plotted development being developed on the said land.
    - Embassy Springs – (Embassy Edge - Apartments): 3 Units (OMR/EIDPL units) project Embassy Springs – Plotted Development being developed on the said land.
    - 344 unsold units (admeasuring 21,28,377 square feet) of the plotted development being developed on the said land.
    - 188 unsold units (admeasuring 2,24,292 square feet) of High-rise residential development (DP1) namely Embassy Edge – Phase-1 on the said land.
    - Land earmarked for the High-rise residential development (DP-1) namely Embassy Edge- Phase -2 and Phase-3 being constructed in the said land.
    - Land earmarked for the group housing development (DP2) to be developed/constructed in the said land.
    - Land earmarked for the lake side residential development (DP2) to be developed/constructed in the said land.
    - Land admeasuring 22.52 acres to be developed/constructed in the said land.
    - The said mortgage is subsisting as on date.

2. We have perused a copy of the Memorandum of Entry recording Deposit of Title Deeds dated 30.07.2021 registered on 09.08.2021 as Document No. 3240/2021-22, which bears out NAM Estates Private Limited along with others have together mortgaged Embassy Springs (Embassy Springs –Plotted Development) and Embassy Springs – (Embassy Edge- Apartments) Land along with 59 units including the Subject Property (except in relation to Villa No. 722) in favour of Catalyst Trusteeship Limited (as Debenture Trustees for HDFC).

- 408 units admeasuring 26,61,761 square feet part of the project Embassy Springs plotted development developed as per sanctioned plan bearing reference number BIAAPA/TP/01/LAQ/38/2014-15 dated 27.02.2020 issued by the BIAAPA forming part of larger layout known as Embassy Springs being total project land 178 acres 7 guntas.
- Embassy Springs (Embassy Springs-Plotted Development): 62 unsold units (admeasuring 404,855 square feet) and 42 units under booking form (admeasuring 128,529 square feet) of plotted development being developed on the said land.
- Embassy Springs – (Embassy Edge - Apartments): 3 Units (OMR/EIDPL units) project Embassy Springs – Plotted Development being developed on the said land.
- 344 unsold units (admeasuring 21,28,377 square feet) of the plotted development being developed on the said land.
- 188 unsold units (admeasuring 2,24,292 square feet) of High-rise residential development (DP1) namely Embassy Edge – Phase-1 on the said land.
- Land earmarked for the High-rise residential development (DP-1) namely Embassy Edge- Phase -2 and Phase-3 being constructed in the said land.
- Land earmarked for the group housing development (DP2) to be developed/constructed in the said land.
- Land earmarked for the lake side residential development (DP2) to be developed/constructed in the said land.
- Land admeasuring 22.52 acres to be developed/constructed in the said land.
- The said mortgage is subsisting as on date.

Construction related approvals:

3. We have perused a copy of the Modified layout plan dated **27.2.2020** issued by the Bangalore International Airport Areas Planning Authority, for development of about 254 Acres 25.08 guntas of land out of which, an extent of 12 Acres 12 guntas has been

relinquished for road, an extent of 178 Acres 07 guntas for Plotted Development, an extent of 37 Acres 37 guntas for Highrise Apartment, an extent of 14 Acres 13.66 guntas for Lakeside Apartment and an extent of 11 Acres 31.14 guntas for Group Housing. The said communication dated 27.2.2020 further, bears out that the layout plan was sanctioned for development of an extent of 178 acres 7 guntas of land (subject to the outcome of the litigations in relation to the land in Survey No.47/1 of Nagamangala Village), further, except the plots bearing Nos.416/A, 416/B, 416/C, 416/E, 417/A, 417/B, 417/C, 417/D, 417/E, 417/F, 417/G, 424/G, 424/A, 424/B, 424/C, 424/D, 1049 to 1066 (forming part of the land in Survey No.47/1 of Nagamangala Village), all the other plots developed on the said land parcels were released for registration in favour of third party purchasers.

In terms of two registered relinquishment deeds both dated **12.2.2020**, the below mentioned area has been relinquished in favour of the planning authority out of the total extent of 178 acres 07 guntas:

723.89 guntas	Parks
386.63 guntas	Parks and open spaces
1761.04 guntas	Road
492.01 guntas	For formation of 24.5 meters wide road
75.17 guntas	Civic amenities
300.72 guntas	Park and open spaces
819.79 guntas	Drive way

4. We have perused a copy of the Sanction Plan dated 27.02.2020, in BDA APA/TP 01/38/2014-15 issued by BIAPPA which bears out that sanction was accorded for the construction of a high-rise apartment measuring 37 acres 37 guntas (153480.07 square meters), consisting of 9 Parks. The said Tower A -1, Tower A -2, Tower A -3, Tower B- 1, Tower B- 2, Tower B- 3, Tower B- 4, Tower C- 1, Tower C- 2, Tower C- 3, Tower C- 4, Tower D- 1, Tower D- 2, Tower D- 3, Tower D- 4, Tower D- 5 and Club House.

5. We have perused a copy of the Environmental clearance dated **30.9.2013** issued by the State Level Environment Impact Assessment Authority, Karnataka, for the development of integrated township project known as "**Embassy Springs"**.

6. We have perused a copy of the No objection certificate for ground water withdrawal issued by the Central Ground Water Authority, Ministry of Water Resources, Government of India, dated **24.6.2017**.

7. We have perused a copy of the No objection certificate dated **5.3.2014** issued by the Karnataka State Pollution Control Board. Consent to operate to be obtained.

Common documents:

a) Swire Investments along with adjacent landowners namely NAM and UIPL entered into an easementary agreement by virtue of the Deed of Eassement dated 06.02.2015 in terms of which Swire Investments and NAM granted permanent easementary right to UIPL over the lands owned by them. The said agreement was cancelled in terms of a cancellation deed of easement dated 7.12.2016 executed by and between Swire Investments, NAM and UIPL.

b) The communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with /Nam Estates Private Limited and Nam Estates Private Limited has paid the requisite stamp duty in relation to the said scheme of amalgamation. We have perused a copy of the order dated 29.8.2017 passed by the National Company Law Tribunal, Bengaluru Branch, in T.P.Nos.142/17 143/2017 in company petition Nos.217/2015 and 218/2015. The said order bears out that the said petitions were filed by Nam Estates Private Limited and M/s. Swire Investments Private Limited and the scheme was sanctioned. In terms of the scheme of amalgamation M/s. Swire Investments Private Limited was amalgamated with Nam Estates Private Limited. The said order further bears out that all the properties belonging to M/s. Swire Investments Private Limited vested with Nam Estates Private Limited. The said scheme was effective from 1.4.2015. *In terms of the said scheme M/s. Nam Estates Private Limited is the owner of the said land/project.*

c) We have perused a copy of the Form–C Certificate dated 07.11.2024 bearing project acknowledgement No. ACK/KA/RERA/1250/303/PR/071124/008644 issued by the Real Estate Regulatory Authority Karnataka (RERA) under Section 5 of Real Estate (Regulation & Development) Act, 2016 with respect to the project known as 'Embassy Verde' developed by M/s. Nam Estates Private Limited (for Survey numbers. 57/3, 57/4, 58/1, 59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8 of Hegganahalli Village, Survey Nos.94, 95, 96, 97, 99,100,103, 106, 109, 112, 116, 119 & 122 of Nelamanagala Village). The said project registration was valid for a period ending 31.12.2030.

d) We have perused a copy of the E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat which bears out that katha was registered

in the name of NAM Estates Private Limited as kathedar, with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters.

Common Observations:

i. Property taxes to be paid for year 2023-24 and 2024-25.

ii. Details of the pending litigations are annexed.

iii. The said lands are mortgaged in favour of Catalyst Trusteeship Limited (as Debenture Trustees for HDFC). The said mortgage is pending as on date.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e74917 41f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
Reason: I am the author of this document
Location:
Date: 2025-01-16 14:18:19

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List of documents reviewed by us:

Sl. No	Description of documents
1.	Memorandum of Entry recording Deposit of Title Deeds dated 30.07.2021 registered on 09.08.2021 as Document No. 3262/2021-22, executed by NAM Estates Private Limited along with others in favour of Catalyst Trusteeship Limited.
2.	Memorandum of Entry recording Deposit of Title Deeds dated 30.07.2021 registered on 09.08.2021 as Document No. 3240/2021-22, executed by NAM Estates Private Limited along with others have together in favour of Catalyst Trusteeship Limited (as Debenture Trustees for HDFC).
3.	Modified layout plan dated **27.2.2020** issued by the Bangalore International Airport Areas Planning Authority, for development of about 254 Acres 25.08 guntas
4.	Sanction Plan dated 27.02.2020, in BDA APA/TP 01/38/2014-15 issued by BIAPPA.
5.	Environmental clearance dated **30.9.2013** issued by the State Level Environment Impact Assessment Authority, Karnataka.
6.	No objection certificate for ground water withdrawal dated **24.6.2017** issued by the Central Ground Water Authority, Ministry of Water Resources, Government of India.
7.	We have perused a copy of the No objection certificate dated **5.3.2014** issued by the Karnataka State Pollution Control Board.
8.	Communication dated 25.03.2019 issued by the District Registrar Bengaluru Rural, bears out that M/s. Swire Investments Private Limited was amalgamated with /Nam Estates Private Limited and Nam Estates Private Limited.
9.	Form–C Certificate dated 07.11.2024 bearing project acknowledgement No. ACK/KA/RERA/1250/303/PR/071124/008644 issued by the Real Estate Regulatory Authority Karnataka (RERA) under Section 5 of Real Estate (Regulation & Development) Act, 2016 with respect to the project known as 'Embassy Verde' developed by M/s. Nam Estates Private Limited (for Survey numbers. 57/3, 57/4, 58/1, 59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8 of Hegganahalli Village, Survey Nos.94, 95, 96, 97, 99,100,103, 106, 109, 112,

	116, 119 & 122 of Nelamanagala Village). The said project registration was valid for a period ending 31.12.2030.
10.	E-katha certificate (Form-9) dated 19.12.2024 issued by the Panchayat Raj, Jalige Village Panchayat in the name of NAM Estates Private Limited with respect to Survey Nos.59/2, 59/3, 59/4, 59/5, 59/6, 59/7, 59/8, 58/1, 95, 97, 106, 112, 116, 122, 125, 128, 131, 57/3, 57/4, 94, 103, 119, 72/2, 72/3, 96, 93, 102, 105, 100 bearing assessment No.543/529 measuring 71,789.20 square meters.

MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
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LITIGATION DUE DILIGENCE: EMBASSY

*Note: The risk assessment presented herein is based exclusively on the documents and information provided by the Embassy team to AZB & Partners ("**AZB**"). It is pertinent to note that the outcome of any pending litigation proceedings is inherently uncertain and cannot be predicted with mathematical precision.*

O.S No. 2122/2006 – M/s NAM Estates Private Limited v. Abbaiah and Ors.

Case No.	O.S No. 2122/2006
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	M/s NAM Estates Private Limited and V.S Aravindan (s/o Singrachari)
Defendant/s	Abbaiah (s/o late Muniya Bhovi), Gurumurthy (s/o Abbaiah), Govindappa (s/o late Erappa), Venkataswamy (s/o late Erappa), Chinnnaswamy (s/o late Erappa), Muniswamappa (s/o late Munsiwamy Bhovi), Munivenkatappa (s/o late Muniswamy Bhovi), Venkatramaiah (s/o late Guruva Bhovi), Erappa (s/o late Guruva Bhovi), Venkatswamy (s/o late Guruva Bhovi), Muniyappa (s/o late Chikka Muniswamy Bhovi), Gooralappa (s/o late Chikka Muniswamy Bhovi) and Kulbandhu Ram Adrash Shamarma (s/o late Tam Adarsh Aminchand)
Filed on	September 30, 2006
Filed For	Suit for permanent injunction
Brief Facts of the case	**Facts – Similar to the facts ascertained by Defendants M/s NAM Estates Pvt. Ltd. and Aravindan in O.S No. 137/2011** **Flow of Title** ⇒ Nvarathna Agrahara Village, Jala Hobli, Bangalore North Taluk is Jodi Inam Village, and the provisions of Inams Abolition Act is applicable to the said villages. ⇒ Sy. No. 67 situated at Nvarathna Agrahara Village, Jala Hobli, Bangalore North Taluk consist of extent land measuring 225 Acres 19 Guntas. Further, B. Krishnaswamy Iyengar was the absolute owner of the land bearing Sy. No. 67 measuring 120 Acres (Schedule A Property). The ownership in the Schedule A Property is clear from the Index of Lands and Record of Rights issued by the Revenue Department.

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	⇒ B. Krishnaswamy Iyengar executed a registered Sale Deed dated February 18, 1943 in favour of Kempaiah for valuable consideration. Basis the said sale, mutation has also been effected in the name of Kempaiah as can be ascertained from MR No. 4/53-54. ⇒ Pursuant to coming into force of Inams Abolition Act ("**Inams Act**"), son of Kempaiah, Govindappa, filed an application for registration of occupancy rights in respect Schedule A Property before Special Deputy Commissioner for Inams Abolition. Thereafter, under Section 5 of the Inams Act, Govindappa got occupancy rights and mutation was effected as per MR No. 20/70-71, and accordingly Govindappa was in possession and enjoyment of the said land. ⇒ Thereafter, the Schedule A Property was sold by Govindappa in favour of Munswamy Bhovi, Dodda Munishamy Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi (alias Venkata Bhovi) under registered Sale Deed dated October 20, 1957. Thereafter, the said individuals have partitioned the Schedule A Property by way of Jubane Partition. Pursuant to partition, Venkata Bhovi was in possession of 13 Acres 04 Guntas of land in Sy. No. 67. Further, mutation was also effected in the name of Venkata Bhovi as per MR No. 1/57-58. ⇒ Venkata Bhovi sold his share (13 Acre 04 Guntas) in favour of H. Anjanappa (s/o Huchappa) under a registered Sale Deed dated September 24, 1969. Subsequently, mutation was registered as per MR No. 11/69-70 and Anjanappa was in possession of the said extent. ⇒ H. Anjanappa partition his share through a Panchayat Partition dated February 02, 1980. As per partition – a) H. Anjanappa retained extent of 10 Acres b) 01 Acre 02 Guntas allotted to R. Chandrappa c) 1 Acre was allotted to H. Narayanaswamy and d) 1 Acre 02 Guntas was allotted to the share of T.K Prakash and T.K Prasad (joint family). Panchayat Partition is reflected in MR No. 8/94-95. ⇒ H. Anjanappa sold his share of 4 Acres 10 Guntas (out of 10 Acres there 05 Acres 30 Guntas remained with H. Anjanappa) in favour of Krishnappa under a registered Sale Deed dated Janaury 28, 1986, and the same is reflected in MR No. 2/95-

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96. Thereafter, K. Ramanajanappa (son of late Krishnappa) executed a Sale Deed in favour of V.S Ramanujam under registered Sale Deed dated August 01, 2003.

⇒ H. Narayanswamy sold his extent of 1 Acre in favour of V.S Ramanujam under a registered Sale Deed July 02, 2003.

⇒ R. Chandrappa sold his extent of 1 Acres 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed.

⇒ T.K Prakash and T.K Prasad (joint family) sold their extent of 1 Acre 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed dated July 11, 2003.

⇒ H. Anjanappa filed an application for conversion w.r.t 5 Acres 30 Guntas (Sy. No. 67, new Sy. No. 67/287) before Deputy Commissioner, Bangalore District, and Order was passed for conversion as per No. B.DIS.ALN.SR.(NA)104/2003-04 dated January 22, 2004 for non-agricultural purpose. Likewise V.S Ramanujam applied for conversion w.r.t 7 Acres 14 Guntas, and Order was passed as per No. B.DIS.ALN.SR.(NA)105/2003-04 dated January 22, 2004 for non-agricultural purpose.

⇒ Guruva Bhovi and Chikka Venkataswamy Bhovi sold their extent of 03 Acres of land in Sy. No. 67 in favour of Kariyappa under registered Sale Deed dated December 12, 1969. The land was allotted new Sy. No. 67/288 and mutation was effected as per MR No. 13/69-70.

⇒ Thereafter

a. V.S Ramanujam sold his extent of 7 Acres 14 Guntas of land in Sy. No. 67 in favour of Defendant No.5 under registered Sale Deed dated July 14, 2004.
b. H. Anjanappa (son of Huchappa) sold his extent of 05 Acres 30 Guntas of land in Sy. No. 67 in favour of Defendant No.5 under registered Slae Deed dated July 14, 2004.
c. Kariyappa sold his extent of 03 Acres of land in Sy. No. 67/288 in favour of Defendant No. 6 under a registered Sale Deed June 06, 2005.

Prayer

⇒ The Plaintiff in the said matter has sought for –

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<table>
<tr><td></td><td>a. Permanent injunction restraining the Defendants, their family members, agents, servants, GPA Holders or anybody acting on their behalf from – (a) in any way interfering with peaceful possession and enjoyment of Schedule Property (b) from putting up construction over the Schedule Property and (c) alienating or creating encumbrance w.r.t Schedule Property.</td></tr>
<tr><td>Schedule Property</td><td>Schedule Property<table><tr><td>A</td><td>Converted land in Sy. No. 67/287 measuring 7 Acres 14 Guntas.</td></tr><tr><td>B</td><td>Converted land in Sy. No. 67/287 measuring 5 Acres 30 Guntas.</td></tr><tr><td>C</td><td>Converted land in Sy. No. 67/288 measuring 03 Acres.</td></tr><tr><td>D</td><td>Sy. No. 67 (Re-Sy. No. 67/P) measuring 8 Acres 08 Guntas.</td></tr></table>Schedule Properties are situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk.</td></tr>
<tr><td>Defendant/s contention</td><td>Facts – similar to the facts ascertained by Muniyamma and others in their plaint in O.S No. 137/2011
⇒ Govindappa executed a registered Sale Deed dated October 21, 1957 registered as Document No. 1770, Book I, Vol. 710 at pg. 117-119 in favour of Muniswamy Bhovi Chikka Muniswamy Bhovi, Mune Bhovi alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda Venkata Bhovi and Appaiah Bhovi in respect of Schedule A Property. The Plaintiffs are in joint possession of the Schedule A Property. The Defendants are legal heirs of predecessors-in-title.
⇒ M/s Nam Estates Pvt. Ltd. (“Nam Estates”) obtained a fraudulent Sale Deeds without the knowledge and consent of the Defendants in respect of Schedule B Property. Defendant-Nam Estates are in collusion with some of the Defendants in obtaining Sale Deeds in their favour. Thereafter, a legal notice dated November 04, 2009 was issued calling upon illegal/fraudulent act of Nam Estates in obtaining a Sale Deeds in their favour.</td></tr>
<tr><td>IAs and its status</td><td>⇒ I.A No.1: Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking ad interim Order of temporary</td></tr>
</table>

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	injunction restraining the Defendants from putting up any constructions over the Schedule Properties or any portion thereof. ⇒ **I.A No.2:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from interfering with peaceful possession and enjoyment of the Schedule Property. ⇒ **I.A No.3:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from alienating the Schedule Property in favour of third parties. **Note: It is discernible to us from the Order Sheet that *ad interim* injunction was granted in favour of Plaintiff in IA Nos.1-3 upon convincing the Trial Court on – (a) *prima facie* case (b) balance of convenience in favour of Embassy and (c) irreparable damage that will be caused to Embassy in the event interim injunction is not granted.**
Monetary claim, if any.	None
Present status of the case	For cross-examination of Plaintiff Witness-1 on February 09, 2025
Next date of hearing	February 09, 2025
Comments	Interim injunction was granted in favour of the Plaintiff *vide* Order dated September 30, 2006 in I.A Nos.1-3. Therefore, the Defendants are prevented from – (a) putting up any constructions over the Schedule Property (b) interfering with the peaceful possession and enjoyment of Schedule Property and (c) alienating the Schedule Property in favour of third parties.

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O.S No. 1329/2006 – Munivenkatappa and Ors v. Muniyappa and Ors.

Case No.	O.S No. 1329/2006
Court	Civil Judge (Senior Division) at Devanahalli
Plaintiff/s	M. Munivenkatappa (s/o late Sri Muniswamy Bovi), Erappa (s/o late Sri Guruva Bovi), Venkataswamy (represented by Smt. Venkatamma (W/o late Venkataswamy)), Sri Venkatesh s/o late Venkataswamy, Sri Erappa s/o late Venkataswamy)
Defendant/s	Sri Muniyappa (s/o late Sri Chikka Muniswamy), Sri Muniyappa Bovi (s/o late Sri Jaganatha Bovi), Sri Krishnappa, (s/o late Sri Dodda Muniswamy Bovi), Sri Venkataramaiah, (s/o late Sri Iskoda Venkata Bovi), Sri Girigowda P. (s/o late Sri Papegowda), Sri Shamaraju, M/s. M.S. Educational Trust, Sri Bharat.J. Patel (s/o Sri Jayantilal Harjivandas Patel)
Filed on	March 19, 2004
Filed For	Suit for partition and separate possession
Brief Facts of the case	**Facts – As ascertained from the Plaint** ⇒ The Plaintiffs are the surviving legal heirs of various individuals who were co-owners of the suit schedule property. ⇒ The Plaintiffs are the sons of deceased co-owners, with Plaintiff No.1 being the son of Muniswamy Bovi, Plaintiff No.2 being the son of Guruva Bovi, Plaintiff No.3 being the son of Era Bovi, and Plaintiff No.4 being the son of late Guruva Bovi (alias Kala Gurappa). ⇒ On October 21, 1957, a registered Sale Deed (Document No. 1770/1957-58) was executed by Govindappa in favor of multiple individuals, including Muniswamy Bovi, Chikkamuniswamy Bovi, Muniyappa Bovi, Guruva Bovi, Era Bovi, Munna Bovi @ Guruva Bovi, Dodda Muniswamy Bovi, Iskoda Venka Bovi, and Appaiah Bovi, for a land measuring 120 acres in Navarathna Agrahara, Jala Hobli, Devanahalli Taluk, Bangalore District. ⇒ All the above individuals were joint owners of the property, each entitled to a 1/9th share, and the property has not been divided by metes and bounds, continuing as a co-ownership with each entitled to an undivided share. ⇒ The Plaintiffs allege that certain Defendants (Nos. 1 to 9) have been making illegal claims over the property based on forged

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Sale Deeds and attempts to alienate portions of the property, despite the fact that the property remains undivided.

⇒ The Plaintiffs have requested partition of the property, but the Defendants have refused to comply, thereby necessitating the filing of the present suit.

Prayer

⇒ The Plaintiff in the said matter has sought for –

a. Partition and separate possession of the Suit Schedule Property by metes and bounds and to put the Plaintiffs in actual, physical, and exclusive possession of their legitimate 1/9th share over the Suit Schedule Property
b. Permanent injunction restraining Defendants Nos. 6 to 9, their agents, P.A. holders, servants, henchmen, or any person claiming rights under them from alienating, transferring, or encumbering the Suit Schedule Property in any manner, including by sale, mortgage, exchange, or any other transfer, either by themselves or through any third parties.
c. Permanent injunction restraining Defendants Nos. 6 to 9, their agents, P.A. holders, servants, henchmen, or any person claiming rights under them from alienating, transferring, or encumbering the Suit Schedule Property in any manner, either by way of sale, mortgage, exchange, etc., in favor of their wife, sons, or third parties, either by themselves or through their agents, servants, or any other person claiming rights through them.
d. Permanent injunction restraining the Defendants from interfering with the Plaintiffs' peaceful, lawful, and exclusive possession and enjoyment of the Suit Schedule Property, or from dismantling, demolishing, or dispossessing the Plaintiffs from the Suit Property either by themselves or through their officers, workers, authorized agents, servants, or any person claiming rights under them.
e. Declaration that any transactions in respect of any portion of the Suit Schedule Property, made by the

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	Defendants with any person, are null and void and not binding on the Plaintiffs. f. Direction to Defendants Nos. 1 to 5 to hold an inquiry for mesne profits under Order XX Rule 21 of the Code of Civil Procedure. g. Direction to the Defendants to pay the cost of the suit. h. Granting any other reliefs as this Hon'ble Court deems fit under the circumstances of the case, in the interest of justice and equity.
Schedule Property	**Schedule Property** All the piece and parcel of property bearing Sy. No. 67 of Navarathna Agrahara Village, Jala Hobli, Devanahalli Taluk, Banglore Rural District, measuring 120 Acres
Defendant/s contention	**Facts – as ascertained from the Defendant** **Flow of Title** ⇒ Navarathna Agrahara Village, Jala Hobli, Bangalore South Taluk is Jodi Inam Village and the provisions of Inams Abolition Act is applicable to the said villages. ⇒ Sy. No. 67 situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk consist of extent land measuring 120 Acres. Further, Govindappa was the absolute owner of the schedule property bearing Sy. No. 67 measuring 120 acres. The ownership Schedule Property is clear from the Index of Lands and Record of Rights issued by the Revenue Department. ⇒ Govindappa executed a registered Sale Deed dated October 21, 1957 in favour of Muniswamy Bovi, Chikkamuniswamy Bovi, Muniyappa Bovi, Guruva Bovi, Era Bovi, Munna Bovi @ Guruva Bovi, Dadda Muniswamy Bovi, Iskoda Venka Bovi and Appaiah Bovi for valaiuble consideration. ⇒ The plaintiffs, M. Munivenkatappa, Erappa, Venkataswamy, and Abbaiah along with the defendants, Sri Muniyappa Bovi, Sri Krishanppa, Sri Anantha and Sri Venkataramaiah are the co-owners of the schedule property bearing Sy.No. 67, upon the death of their respective fathers. Thereafter, the Schedule Property property was sold by Govindappa in favour of Munswamy Bhovi, Dodda Munishamy Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi (alias Venkata Bhovi) under registered Sale Deed dated October 20, 1957.

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	⇒ Thereafter, each one of the plaintiffs, namely M. Munivenkatappa, Erappa, Venkataswamy, and Abbaiah along with the defendants, Sri Muniyappa Bovi, Sri Krishanppa, Sri Anantha and Sri Venkataramaiah were entitled to 1/9th share of the scheduled property each, with every individual extent of land measuring up to 13 Acres 15 Guntas. ⇒ Venkata Bhovi sold an extent of 13 Acres bearing Sy.No. 67, via Sale Deed dated October 08, 1970, to Annayappa son of Hanumanatharayappa. ⇒ Consequently, Annayappa, son of Hanumanatharayappa sold the said 13 Acres in favour of Gurdeep Singh Sidhu and six others via a Sale Deed dates November 26, 1970. ⇒ Sri Girigowda P claims to have acquired 11 Acres of the land bearing Sy. No. 67 from Muniyappa Bovi via two sale deeds one dated as November 26, 1982, registered as Document No. 1343/1982-83 for an extent of 8 Acres and the second Sale Deed dated November 26, 1982-83, registered as Document No. 1437/1982-83 for an extent of 3 acres. ⇒ Furthermore. It was contended that Muniyappa Bovi transferred another 3 Acres of the land bearing Sy.No. 67 via a Sale Deed dated February, 24, 1983, registered as Document No. 1663/1982-83. ⇒ Sri Shamaraju proclaims too have obtained 8 and 6 Acre land respectively via Sale Deeds dated December 13, 1983, and November 26, 1982, in favour of his wife, S. Rukmini. ⇒ Further, K. Muni swamy Raju, who obtained the said land from Abbaiah Bovi, was contended to have sold an extent of 8 Acres in favour of M.S Educational Trust via a Sale Deed dated March 07, 2001. ⇒ Thereafter, Sri Bharat .J. Patel was said to proclaimed 47 Acres of land bearing Sy. No. 67 from H.C Shrikanthaiah. H.S Chandru, H.S Ravikumar, H.S Vijayakumar via Sale Deed dated December 06, 1995. ⇒ **Cause of Action:** Defendants No. 1 to 5 refused effect partition of the suit schedule properties by meters and bounds, further, on March 08, 2004, the defendants began to interfere in the peaceful possession of the plaintiffs and began to proclaim the disposal of the plaintiffs of the suit schedule property on the

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	basis of the dismissal of the suit and on the basis of Sale Deeds within the jurisdiction of the Hon'ble Court. **Revenue Proceedings** ⇒ Revenue entries made in favour of Muniswamy Bhovi, Chikka Muniswamy Bhovi, Muniyappa Bhovi, Guruva Bhovi, Era Bhovi, Munna Bhovi @ Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda Venka Bhovi,, and Appaiah Bhovi was challenged on the grounds that they are dead. ⇒ *Proceedings before Assistant Commissioner (RA No. 373/2005-06) stayed the change of name in revenge entries in favour of Defendants.* **Original Suit Proceeding** ⇒ Suit for permanent injunction was filed in O.S No. 42/1971 by the Plaintiffs 1, 2 and 3 to prevent interference by the Gurdeep Singh Sindhu in Sy. No. 67 measuring 10 Acres. The Defendants obtained injunction against third parties from interreference, and suit is currently pending before Trial Court.
IAs and its status	⇒ **IA No. 1**: Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking ad interim Order of temporary injunction restraining the Defendants from alienating and encumbering the Schedule Property in any manner, either by themselves, their agents or anybody claiming under them. ⇒ **IA No. 2:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking ad interim Order of temporary injunction restraining the Defendants from interfering and dismantling the barbed wire fencing and demolishing the structures of the Schedule Property in any manner, either by themselves, their agents or anybody claiming under them ⇒ **IA Nos. 3-45:** *(Information provided was not clear)* **Note: We have been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	None
Present status of the case	For Steps to bring LRs of Defendant No.10.
Next date of hearing	February 19,2025

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Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13 Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution of Embassy. Basis these confirmation deeds Embassy is arrayed as a party to the case. The Plaintiffs have not produced documents to substantiate their claim. Therefore, the Plaintiff has no merits in the said suit.

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O.S No. 829/2008 – Muniyappa v. C.R Muniyappa and Ors.

Case No.	O.S No. 829/2008
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Sri. Muniyappa (s/o Late Chinnaiah)
Defendant/s	C.R.Muniyappa, (s/o Late Chinnaiah), Doddappa (s/o C.R. Muniyappa), Nagamma (w/o Sri. Doddappa), Kiran Kumar (s/o Sri. Doddappa), Arun Kumar (s/o Sri. Doddappa), Manjunath (s/o Late Munivenkatappa), Marakka (w/o Late Munivenkatappa), Kamala (d/o Late Munivenkatappa), Bhagya. (s/o Late Munivenkatappa), Kala (d/o Manjunath), A.Janakamani (w/o V.S. Aravindan), M/s. Nam Estates Private Limited.
Filed on	October 17, 2008
Filed For	Suit for partition or declaration
Brief Facts of the case	**Facts – as ascertained from the Plaint** ⇒ The Plaintiff is the younger brother of Defendant No.1 Defendant Nos. 1(a) to 1(d) are the sons and grandchildren of Defendant No.1. Defendant Nos. 3(a) to 3(d) are the wife and children of Late Munivenkatappa, the deceased brother of the Plaintiff. ⇒ The parties constitute members of a Hindu Joint Family, and no partition has been effected with respect to the joint family estate to date. ⇒ The joint family acquired property bearing No. 58 of Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, measuring 2 Acres, through a registered Sale Deed dated July 11, 1978, in the name of Defendant No.1, who was managing the affairs of the joint family as its Kartha. ⇒ The Plaintiff and Defendants have been in joint possession and enjoyment of the said property, referred to as the Schedule Property, exercising all ownership rights jointly. ⇒ Defendant No.1 executed a registered Sale Deed dated February 19, 2005, conveying the entire Schedule Property to Defendant No.4 without the consent of the Plaintiff or other co-sharers. ⇒ The Plaintiff was not a party to the execution of this Sale Deed and alleges it is fraudulent and not binding on him.

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	⇒ The Plaintiff became aware of the Sale Deed in April 2007 through revenue authorities and obtained a certified copy, confirming the illegal nature of the transaction. ⇒ The Schedule Property was acquired using joint family funds. ⇒ Defendant No.4 failed to verify the joint family status and the interests of the Plaintiff and other co-sharers before the alienation. ⇒ The Sale Deed dated February 19, 2005, was not supported by legal necessity or for the improvement of the joint family estate. ⇒ The cause of action arose on the date of the purchase of the Schedule Property (July 11, 1978) and subsequent demands for partition, which were resisted by Defendant No.1. ⇒ The Plaintiff claims a 1/3rd share in the Schedule Property. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Direct the Defendants to effect partition of the Schedule Property by metes and bounds and put the Plaintiff in possession of his legitimate 1/3rd share. b. Declare the registered Sale Deed dated February 19, 2005, executed by Defendant No.1 in favor of Defendant No.4, as not binding on the Plaintiff in respect of his share. c. Award costs of the suit and grant such other reliefs as deemed fit by the Hon'ble Court in the interest of justice and equity.
Schedule Property	**Schedule Property** All the piece and parcel of property bearing Sy. No. 58 measuring about 2 acres situated at Hegganahalli village, Kundanaha Hobli, Devanahalli Taluk, Bangalore District.
Defendant/s contention	**Facts – as ascertained from the Written Statement** **Flow of Title** ⇒ The Suit Schedule Property was originally owned by Defendant No.1, who acquired the same through a registered Sale Deed dated July 11, 1978 from Doddavenkataswamy Bhovi. The said Sale Deed is registered as Document No.694/1978-79, Book No.1, at pages 1 to 2, Volume 122, in the office of the Sub-Registrar, Devanahalli.

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	⇒ Subsequent to the purchase, the Katha for the Suit Schedule Property was mutated in favour of Defendant No.1 as per Mutation Register Extract bearing MR.No.9/1986-87. Since then, Defendant No.1 was in exclusive possession and enjoyment of the property, exercising all rights of ownership. ⇒ Defendant No.1, being the absolute owner, sold the Suit Schedule Property along with his family members to Defendant No.4 under a registered Sale Deed dated February 19, 2005, registered as Document No. DNH-1-04860/2004-05, Book No.1, stored in C.D.No.DNHL38, in the office of Sub-Registrar, Devanahalli. Prior to this transaction, Defendant No.1 had entered into an Agreement of Sale with M/s. Sai Krupa Projects, which nominated Defendant No.4 as the purchaser. ⇒ The Katha of the Suit Schedule Property was transferred to Defendant No.4 as per Mutation Register Extract MR.No.62/2004-05. Upon application by Defendant No.4, the Assistant Commissioner, Doddaballapur Sub-Division, Bangalore, issued a Non-Agricultural Residential Conversion Order on June 10, 2005, vide Order No. ALN SR (D) 78/2005-06. ⇒ Defendant No.4 subsequently sold the converted Suit Schedule Property to Defendant No.5, M/s. Nam Estate Pvt. Ltd., a company incorporated under the Companies Act, represented by its Director, under a Registered Sale Deed dated August 25, 2005, registered as Document No.2421 in the office of Sub-Registrar, Devanahalli. Since then, Defendant No.5 has been in possession and enjoyment of the property. ⇒ Defendant No.5 acquired approximately 280 acres of land in various survey numbers across different villages, including the Suit Schedule Property. Defendant No.5 obtained the necessary approvals and developed the land into sites, which were sold to various purchasers. These purchasers are currently in possession and enjoyment of their respective sites. ⇒ The Plaintiff has alleged a joint family relationship with Defendants Nos.1 to 3 and claimed that the Suit Schedule Property was purchased from joint family funds, making it a joint family property.

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	⇒ The Plaintiff further contended that Defendant No.1 acted detrimentally to the joint family's interests, failed to share proceeds from the property, and delayed partition demands. It was also alleged that Defendant No.1 was a spendthrift and executed the Sale Deed in favour of Defendant No.4 by fraudulently suppressing the joint family's interest. ⇒ The Plaintiff claimed to have learned about the Sale Deed dated February 19, 2005 in April 2007 through revenue records and alleged that the deed is not binding on the Plaintiff's share. The Plaintiff asserts a 1/3rd share in the Suit Schedule Property and disputes the validity of the Sale Deed on the grounds that it was not executed for legal necessity or improvement of the joint family estate. ⇒ The Plaintiff contended that the sale proceeds were lavishly spent by Defendant No.1, and the alienation was neither justified nor supported by any legal necessity. **Miscellaneous Contentions** ⇒ The suit schedule property has been developed very long back and even though the plaintiff is very much aware about said developments that has taken place over the suit schedule property, deliberately by suppressing the same and also by colluding with defendants 1 to 3 has filed the above suit with a mala fide intention to make unlawful gains. ⇒ Therefore, it is evident that the plaintiff has approached the court by suppressing material and true facts and hence, the above suit filed by the plaintiff is liable to be dismissed *in limine.*
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking to pass an ad-interim order of temporary injunction, restraining the defendant from alienating the suit schedule properties to any 3rd pardes pending disposal or the above suit, in the interest of justice and equity. ⇒ **I.A No. 2:** Issue notice of I.A. No. 2 to defendant No. 1, E/N. of I.A. No. 1 to defendant No. 4 and suit summons to all the defendants, returnable by 15-12-2008. ⇒ **I.A Nos. 3-4:** *(Information not clear)* ⇒ **I.A No. 5:** As per Sec.20 of Karnataka State Legal Service Authority Act the counsels for both sides pray to refer

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	the matter to Lok-adalath. In view of their submissions, this court is of opinion that there is chance of settlement. ⇒ **I.A No. 6:** *(Information not clear)* ⇒ **I.A No. 7 and 8:** seeking to re-open the case from the stage of arguments to the stage of defendants evidence. ⇒ **I.A No. 9:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908, seeking implead the defendant No.5 as the additional defendant in the suit. ⇒ **I.A No2.** 10-12: *(Information not clear)* **Note: We have been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	None
Present status of the case	Framing of additional issues
Next date of hearing	January 08, 2025
Comments	The Plaintiffs have no merits in the captioned suit. Further, the Defendants (M/s Nam Estates Pvt. Ltd.) have good case to contest considering – a. Sale Deed dated July 11, 1978 was executed by Doddavenkatashamappa (s/o Poojari Venkata Bhovi) in favour of C.R Muniyappa in respect of 2 Acres in Sy. No. 58/1 for valuable consideration. As per the said Sale Deed, the Schedule Property is personal property of Defendant No.1. b. Arguendo, assuming Plaintiffs (sibling of C.R Muniyappa) have a good case, they are still required under the law to produce documents to prove – (a) all the siblings of Muniyappa were/and continue to be in possession of the Schedule Property (b) Schedule Property is joint family property of Muniyappa (c) Schedule Property was purchased for the common good of the joint family and (d) Schedule Property was purchased out of the joint family funds.

AZB & PARTNERS
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O.S No. 465/2010 – Vekataswamy and Anr. v. Lakshmamma and Ors.

Case No.	O.S No.465/2010
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Venkataswamy (s/o Late Marappa), Peddanna (s/o Late Marappa)
Defendant/s	Lakshmamma (w/o Late Marappa), Devamma (d/o Late Marappa), Venkataswamy (s/o Narayanappa), Smt. Sudha (w/o Venkataswamy), Chandramma (d/o Late Narayana Bhovi), V.S. Ramanujam (s/o V.R. Singrachary), V.R. Singrachary (s/o Ramanujam), M/s. Nam Estates Pvt. Ltd
Filed on	October 8, 2010
Filed For	Suit for partition and separate possession
Brief Facts of the case	**Facts – as ascertained from the Plaint** ⇒ Pedda Bhovi was the original grantee of 4 Acres of land under the Mysore (Personal & Miscellaneous) Inams Abolition Act, 1954.The remaining 1 Acre 13 Guntas was retained by Jodidar H. Gopalakrishna Shastry but later sold to Narayana Bhovi, the brother of Pedda Bhovi. ⇒ Pedda Bhovi passed away, survived by his wife Yellamma and three children: Venkataswamy, Marappa, and Peddakka (who died unmarried). Venkataswamy and his wife died issueless, while Marappa (died in 1999) left behind his wife (Defendant No.1) and children (Plaintiffs and Defendant No.2). ⇒ Defendants No.3-5 (successors of Narayana Bhovi) fraudulently claimed ownership over 4 Acres 13 Guntas using forged entries in revenue records, despite Narayana's family owning only 8½ Guntas. Sale deeds were executed by Defendants No.3 to 5 in favor of Defendants No.6 -7 for 2 Acres each by assigning fictitious survey numbers (Sy.No.57/1). ⇒ The Sale Deeds dated December 18, 2003 and August 25, 2005 are fraudulent and do not bind the Plaintiffs. The Plaintiffs, along with Defendants No.1 and 2, are the rightful owners of the property and are in joint possession of the original 4 acres of land. ⇒ Defendants No.6 to 8 attempted to trespass on the property multiple times, dismantling fences and asserting false

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	ownership. Attempts to resolve the matter through a panchayat failed due to the influence of Defendants No.3 to 5. ⇒ Cause of action: October 03, 2010 and October 05, 2010 within the jurisdiction of this court. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Partition and separate possession of ½ share in the Suit Schedule Properties by metes and bounds b. Declaration that the Sale Deeds dated 18/12/2003 registered as document No.2400/2003-04 as well as dated 25/08/2005 registered as document No.2416/2005-06 are not binding on the Plaintiffs c. Permanent Injunction restraining the defendants from interfering with the peaceful possession and enjoyment of the property described in the Suit Schedule.
Schedule Property	**Schedule A Property** All that piece and parcel of the property bearing Sy. No.57 (Clandestinely assigned as Sy.No.57/1) measuring 4 Acres of land situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.
Defendant/s contention	**Facts – as ascertained from the Written Statement** ⇒ Narayana Bhovi was absolute owner in possession and in enjoyment of the given land. Narayana Bhovi has purchased said land for valuable consideration and said document was registered in the office of the Sub-Registrar, Devanahalli as Document No. 562/1962-63 ⇒ Further, Narayana Bhovi has sold 1 Acre of land out of 5 Acres 13 guntas in favour of Kalamma. ⇒ Venkataswamy Bhovi entered into agreement of Sale with M/s Sai Krupa Projects in order to sell portion of land measuring 2 acres in the land bearing Sy.No. 57/1 in favour of V.S. Ramanujam. ⇒ Venkataswamy Bhovi and family sold another portion of the land bearing Sy. No. 57/1 measuring 2 Acres 8 ½ Guntas in favour of V.R. Singrachari. ⇒ Kalamma who was in possession of 1 Acre of land has sold said land to A. Janakamani under registered sale deed dated 16/05/2005.

	⇒ Defendant Nos. 6 and 7 and said Janakamani are *bona fide* purchasers and Defendant Nos. 1 to 5 have no manner of right, title, interest or possession of any kind over said land ⇒ Defendant Nos. 6 and 7 and said Janakamani have invested huge amounts into said land and Plaintiffs have filed false suit for imaginary relief.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 read with Section 151 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from interfering with the peaceful possession and enjoyment of the property described in the schedule until the final disposal of the suit **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	
Present status of the case	Reserved for judgment (Pronouncement of judgement)
Next date of hearing	December 17, 2024
Comments	Upon review of title documents provided to AZB & Partners, it is discernible to us that land bearing Sy. No. 57/1 (Old No. 57) measuring 2 Acres situated at Hegganahalli Village formed part of larger extent in Sy. No. 57. The Sy. No. 57 measuring 5 Acres 13 Guntas was an Inam land and G. Gopalakrishna Shastry was an Inamdar (ex-jodidhar) of Hegganahalli Village. Further, H. Gopalakrishna Shashtry was holding the land bearing Sy. No. 57 measuring 5 Acres 13 Guntas along with other lands. Further, AZB has reviewed the endorsement dated June 18, 1960 issued to Pedda Bhovi. The endorsement clearly states that he is only a tenant, without occupancy rights, under Section 9A of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954. Therefore, legal heirs of Pedda Bhovi (Plaintiffs) have no merits in the present suit for partition.

AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No.137/2011– Muniyamma and Ors. v. Erappa and Ors.

Case No.	O.S No. 137/2011
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Muniyamma (d/o of late Appaiah Bhovi and w/o late Venkataswamy), Muniyakka (s/o late Appaiah Bhovi), Pedakka (d/o late Appaiah Bhovi)
Defendant/s	Erappa (s/o late Guruva Bhovi), Munivenkatappa (s/o late Muniswamy Bhovi), Kariyappa (s/o late Muniyappa) and Gorlappa (s.o late Chikka Muniswamy Bhovi), NAM Estates Private Limited and Aravindan (s/o Singrachari)
Filed on	March 28, 2011
Filed For	Suit for partition and separate possession
Brief Facts of the case	**Facts – as ascertained from the Plaint** ⇒ The Plaintiffs are the surviving legal heirs of one late Appaiah Bhovi. **Note: The genealogical tree of the family of Appaiah Bhovi is filed along with the Plaint. However, the document appended with the Plaint is not provided to AZB & Partners.** ⇒ Further, Plaintiff No.1 is the daughter-in-law of late Appaiah Bhovi (w/o late Venkataswamy) and Plaintiff Nos. 2 and 3 are daughters of late Appaiah Bhovi. ⇒ Govindappa executed a registered Sale Deed dated October 21, 1957 registered as Document No. 1770, Book I, Vol. 710 at pg. 117-119 in favour of Muniswamy Bhovi Chikka Muniswamy Bhovi, Mune Bhovi alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda Venkata Bhovi and Appaiah Bhovi in respect of Schedule A Property. The Plaintiffs are in joint possession of the Schedule A Property. ⇒ Defendant Nos. 5 and 6 obtained a fraudulent Sale Deeds without the knowledge and consent of the Plaintiffs in respect of Schedule B Property. Defendant Nos. 5 and 6 are in collusion with other Defendants in obtaining Sale Deeds in their favour. Thereafter, a legal notice dated November 04, 2009 was issued calling upon illegal/fraudulent act of Defendant Nos. 5 and 6 in obtaining a Sale Deeds in their favour.

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<table>
<tr><td></td><td>⇒ Cause of action: Arose on November 04, 2009 when the Plaintiffs issued a legal notice to Defendant Nos. 5 and 6.

Prayer
⇒ The Plaintiff in the said matter has sought for –
a. Partition and separate possession of Suit Schedule Properties by metes and bounds and put the Plaintiffs in exclusive possession and enjoyment of their legitimate 1/9th share in the Suit Schedule Property.
b. Declaration that the fraudulent Sale Deeds executed in favour of Defendant Nos. 5 and 6 are not binding on the Plaintiffs.</td></tr>
<tr><td>Schedule Property</td><td>Schedule A Property
All the piece and parcel of property bearing Sy. No. 67 of Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk measuring 120 Acres.
Schedule B Property<table><tr><td>Item No.1</td><td>Sy. No. 67/287 measuring 7 Acres 14 Guntas; Sy. No. 67/287 measuring 5 Acres 30 Guntas and Sy. No. 67/288 measuring 3 Acres</td></tr><tr><td>Item No. 2</td><td>Sy. No. 67 (Re-Sy No. 67/P) measuring 08 Acres 8 Guntas.</td></tr></table>Item Nos. 1 and 2: Situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk.</td></tr>
<tr><td>Defendant/s contention</td><td>Facts – as ascertained from the Written Statement
Flow of Title
⇒ Nvarathna Agrahara Village, Jala Hobli, Bangalore North Taluk is Jodi Inam Village and the provisions of Inams Abolition Act is applicable to the said villages.
⇒ Sy. No. 67 situated at Nvarathna Agrahara Village, Jala Hobli, Bangalore North Taluk consist of extent land measuring 225 Acres 19 Guntas. Further, B. Krishnaswamy Iyengar was the absolute owner of the land bearing Sy. No. 67 measuring 120 Acres (Schedule A Property). The ownership in the Schedule A Property is clear from the Index of Lands and Record of Rights issued by the Revenue Department.
⇒ B. Krishnaswamy Iyengar executed a registered Sale Deed dated February 18, 1943 in favour of Kempaiah for valuable</td></tr>
</table>

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	consideration. Basis the said sale, mutation has also been effected in the name of Kempaiah as can be ascertained from MR No. 4/53-54. ⇒ Pursuant to coming into force of Inams Abolition Act ("**Inams Act**"), son of Kempaiah, Govindappa, filed an application for registration of occupancy rights in respect Schedule A Property before Special Deputy Commissioner for Inams Abolition. Thereafter, under Section 5 of the Inams Act, Govindappa got occupancy rights and mutation was effected as per MR No. 20/70-71, and accordingly Govindappa was in possession and enjoyment of the said land. ⇒ Thereafter, the Schedule A Property was sold by Govindappa in favour of Munswamy Bhovi, Dodda Munishamy Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi (alias Venkata Bhovi) under registered Sale Deed dated October 20, 1957. Thereafter, the said individuals have partitioned the Schedule A Property by way of Jubane Partition. Pursuant to partition, Venkata Bhovi was in possession of 13 Acres 04 Guntas of land in Sy. No. 67. Further, mutation was also effected in the name of Venkata Bhovi as per MR No. 1/57-58. **Note – The written statement is silent on share of Appaiah Bhovi as per the Jubane Partition considering the Plaintiffs are the legal heirs of Appaiah Bhovi.** ⇒ Venkata Bhovi sold his share (13 Acre 04 Guntas) in favour of H. Anjanappa (s/o Huchappa) under a registered Sale Deed dated September 24, 1969. Subsequently, mutation was registered as per MR No. 11/69-70 and Anjanappa was in possession of the said extent. ⇒ H. Anjanappa partition his share through a Panchayat Partition dated February 02, 1980. As per partition – a) H. Anjanappa retained extent of 10 Acres b) 01 Acre 02 Guntas allotted to R. Chandrappa c) 1 Acre was allotted to H. Narayanaswamy and d) 1 Acre 02 Guntas was allotted to the share of T.K Prakash and T.K Prasad (joint family). Pnchayat Partition is reflected in MR No. 8/94-95.

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	⇒ H. Anjanappa sold his share of 4 Acres 10 Guntas (out of 10 Acres there 05 Acres 30 Guntas remained with H. Anjanappa) in favour of Krishnappa under a registered Sale Deed dated Janaury 28, 1986, and the same is reflected in MR No. 2/95-96. Thereafter, K. Ramanajanappa (son of late Krishnappa) executed a Sale Deed in favour of V.S Ramanujam under registered Sale Deed dated August 01, 2003. ⇒ H. Narayanswamy sold his extent of 1 Acre in favour of V.S Ramanujam under a registered Sale Deed July 02, 2003. ⇒ R. Chandrappa sold his extent of 1 Acres 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed. ⇒ T.K Prakash and T.K Prasad (joint family) sold their extent of 1 Acre 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed dated July 11, 2003. **Note – MR No. 2/2003-04, 3/2003-04, 4/2003-04 and 5/2003-04 relfect the name of V.S Ramanujams name as owners of land (mentioned above) pursuant to registered Sale Deeds in his favour.** ⇒ H. Anjanappa filed an application for conversion w.r.t 5 Acres 30 Guntas (Sy. No. 67, new Sy. No. 67/287) before Deputy Commissioner, Bangalore District, and Order was passed for conversion as per No. B.DIS.ALN.SR.(NA)104/2003-04 dated January 22, 2004 for non-agricultural purpose. Likewise V.S Ramanujam applied for conversion w.r.t 7 Acres 14 Guntas, and Order was passed as per No. B.DIS.ALN.SR.(NA)105/2003-04 dated January 22, 2004 for non-agricultural purpose. ⇒ Guruva Bhovi and Chikka Venkataswamy Bhovi sold their extent of 03 Acres of land in Sy. No. 67 in favour of Kariyappa under registered Sale Deed dated December 12, 1969. The land was allotted new Sy. No. 67/288 and mutation was effected as per MR No. 13/69-70. ⇒ Thereafter d. V.S Ramanujam sold his extent of 7 Acres 14 Guntas of land in Sy. No. 67 in favour of Defendant No.5 under registered Sale Deed dated July 14, 2004. e. H. Anjanappa (son of Huchappa) sold his extent of 05 Acres 30 Guntas of land in Sy. No. 67 in favour of

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	Defendant No.5 under registered Slae Deed dated July 14, 2004. f. Kariyappa sold his extent of 03 Acres of land in Sy. No. 67/288 in favour of Defendant No. 6 under a registered Sale Deed June 06, 2005. **Revenue Proceedings** ⇒ Revenue entries made in favour of Muniswamy Bhovi Chikka Muniswamy Bhovi, Mune Bhvi alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda alias Guruva Bhovi, Dodda Muniswamy Bhovi, Iskoda Venkata Bhovi and Appaiah Bhovi was challenged on the grounds that they are dead. ⇒ Proceedings before Assistant Commissioner (RA No. 373/2005-06) stayed the change of name in revenge entries in favour of Defendants. **Original Suit Proceeding** ⇒ Suit for permanent injunction was filed in O.S No. 2122/20006 by the Defendants to prevent interference by the Plaintiffs and third parties in Sy. No. 67/287 measuring 07 Acres 14 Guntas, 05 Acres 13 Guntas respectively (converted land) and 03 Acres (converted land). The Defendants obtained a temporary injunction against third parties from interfering, and suit is currently pending before Trial Court. **Miscellaneous Contentions** ⇒ Plaintiffs and Defendant Nos. 1-4 are colluding to deprive the Defendant Nos. 5 and 6 of their land. They are not related to land in any manner.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from alienating and encumbering the Schedule Property in any manner, either by themselves, their agents or anybody claiming under them. **Note: AZB has been informed that there is no stay order operating against defendants No. 5 & 6.**
Monetary claim, if any.	None

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Present status of the case	Final Arguments
Next date of hearing	January 10, 2025 for Arguments
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution. Further, the Plaintiffs father had sold the Schedule Properties (self-acquired) during his lifetime. Therefore, the Plaintiff has no merits in the said suit.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 462/2013 – Kavya and Anr. v. Dasamma and Ors.

Case No.	O.S. No.462/2013
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Kavya (D/o. Narayanaswamy), Kusuma (D/o. Narayanaswamy)
Defendant/s	Dasamma (W/o. Late. Sallappa), Govindaraju (S/o. Late. Sallappa), Nagalatha (W/o. Govindaraju), Nagaraja (S/o. Late. Sallappa), Padma (W/o. N.S. Nagaraju), Narayanswamy (S/o. Late. Sallappa), N.S. Ramachandra (S/o. Late. Sallappa), Venkatesh (S/o. Late. Sallappa), Srinivas, Jayalakshmi (D/o. Late. Sallappa)
Filed on	August 07, 2013
Filed For	Suit for partition
Brief Facts of the case	**Facts – as ascertained from the Plaint** ⇒ Plaintiff and Defendants constitute an undivided Hindu joint family of which Late. Salappa was prepositous ⇒ Defendant No. 6 is father of the Plaintiffs and used to spend joint family amount for immoral purposes. Defendant No. 6 deserted the Plaintiffs and their mother and they have been living separately for three years. ⇒ By utilising income from joint family, Defendants have purchased Item Nos. 3 and 4 of the Schedule Properties in the names of defendant Nos. 3 and 5 respectively. Defendant Nos. 2 and 3 look after joint family affairs and hence taking undue advantage Item Nos. 3 and 4 of Schedule Properties in the names of their respective wives. ⇒ There is no partition between the plaintiff and the defendants and Plaintiffs are jointly entitled for 2/24th share. The defendants have no exclusive right over the schedule properties but have created whimsical documents. Further, Defendants are trying to create third party charge over the schedule properties only with intention to deceive and wrongful gain. ⇒ **Cause of action:** Arose on June 15, 2013 when the Plaintiffs came to know about illegal acts of the Defendants at Nagamangala village. **Prayer** ⇒ The Plaintiff in the said matter has sought for –

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	a. Partition and separate possession of Suit Schedule Properties and put the Plaintiffs in exclusive possession and enjoyment of their legitimate 2/24th share in the Suit Schedule Property. b. Declaration that the Suit Schedule Properties are joint family property of the plaintiffs and the defendants.
Schedule Property	**Schedule A Property** All the piece and parcel of land measuring 1 Acre 04 Guntas in Sy. No. 119 (Old Sy.No.51/P27), of Nagamangala Village, Kundana Hobli, Devanahalli Taluk **Schedule B Property** All the piece and parcel of land measuring 1 Acre in Sy. No. Sy.No.51/P28, of Nagamangala Village, Kundana Hobli, Devanahalli Taluk **Schedule C Property** All the piece and parcel of land measuring 4 acres out of 4 Acres 02 Guntas in Sy.No.67, of Lingadeeragollahalli Village, Kundana Hobli, Devanahalli Taluk **Schedule D Property** All the piece and parcel of land measuring 2 Acres in Sy.No.67, of Lingadeeragollahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	**Facts – as ascertained by the Defendant** ⇒ The claims set out by the Plaintiffs through their propositor over the suit schedule properties has already been adjudicated and decided by the Learned V Additional District and Session judge, Devanahalli in R.A No.15091/2016 by its Judgement and Decree dated November 02, 2017. Upon which an Appeal is pending before the Hon'ble High Court of Karnataka in R.S.A No.2496/2017. Such being the circumstance, the present suit is untenable in law and deserves to be dismissed *in limine.* ⇒ The suit Item No.1 and 2 were granted to the Defendant No.2 and 4 respectively. In order to meet their family and legal necessities, the Defendant No.2 and 4 have sold their aforesaid suit schedule properties mentioned in Item No.1 and 2 in favour of Defendant No.11 through two Sale Deeds dated October 07, 2015 and the same was registered on January 19, 2016 respectively. ⇒ Tahsildhar, Devanahalli issued a Saguvali Chit in favour of the Defendant No.2 herein with respect to land measuring 1 Acre

	4 guntas in Sy.No.51/P27 situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk i.e., item No.1 of the suit schedule property and a Saguvali Chit in favour of the Defendant No.4 herein with respect to land measuring 1 Acre in Sy.No.51/P28 at Nagamangala Village, Kundana Hobli, Devanahalli Taluk i.e., item No.2 of the suit schedule property. Accordingly, the revenue records stood transferred in the name of Defendant No.2 and 4 with respect to Item No.1 and 2 of the suit schedule property respectively vide MR No.6/97-98. ⇒ Defendant No.2 during his lifetime along with his wife i.e., the Defendant No.3 and his children namely Archana .G and Bharath Kumar S.G sold the Item No.1 suit schedule property (New Sy.No.119) in favour of Defendant No.11 herein for valuable sale consideration through Sale Deed dated October 07, 2015 and the Defendant No.11 was put in possession. ⇒ Defendant No.4 along with his wife i.e., the Defendant No.5 and his daughter namely Manasa sold the Item No.2 suit schedule property (New Sy. No.114) in favour of Defendant No.11 herein for valuable sale consideration through Sale Deed dated the October 07, 2015 and the Defendant No.11 was put in possession. ⇒ It is submitted that the Item No.1 and 2 granted in favour of the Defendant No.2 and 4 respectively was their absolute property and no one except the Defendant No.2 and 4 herein derived any right or interest to deal with the same. ⇒ Therefore no one else, let alone the Plaintiffs have any right, title, interest or claim over the Suit Schedule Property. Thus, the suit against this Defendant is not maintainable. The suit is instituted to extract money unlawfully, given the recent surge in market value of the properties in and around the Suit Schedule Property. The action of the Plaintiffs ought to be deprecated
IAs and its status	⇒ **I.A No. 01/2013:** Application filed under Order XXX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from seeking third party charge over the suit schedule properties, in any manner, pending disposal of the suit.

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	Note: AZB has been informed that there is no stay order operating against Embassy.
Monetary claim, if any.	
Present status of the case	For filing amended plaint
Next date of hearing	December 12, 2024
Comments	The present suit filed by the Plaintiff has no merits. Embassy will be benefitted by judgment/decree rendered by the Trial Court in O.S No. 24/2017.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 647/2014 – Muniyamma and Ors. v. Venkatamma and Ors

Case No.	O.S. No.647/2014
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Muniyamma (w/o Muniyappa), Peddakka (w/o Venkataswamy), Venkatamma (w/o Chinnanna)
Defendant/s	Venkatamma (w.o late Ananthappa), Munirathna (d/o late Ananthappa), Ravi (s/o late Ananthappa), Subbaramu (s/o late Appaiah Bhovi), Rajesh (s/o Subbaramu), Babu (s/o Subbaramu), Suresh (s/o Subbaramu), Nagaraj (s/o late Appaiah Bhovi), Kumar (s/o Nagaraj), Lakshmi (d/o Nagaraj), Srinivasa (s/o Nagaraja), Muniyamma (w/o late Venkataswamy), M/s Nam Estates Pvt. Ltd. and Aravindan.
Filed on	September 25, 2014
Filed For	Suit for partition
Brief Facts of the case	**Facts – as ascertained from the Plaint** ⇒ The Plaintiffs are the legal heirs of Appaiah Bhovi. Defendant No.1 (wife of late Ananthappa) is dauther-in-law of late Appaiah Bhovi. Defendant Nos. 2-4 are children of Defendant No.1 (grandchildren of Appaiah Bhovi). Defendant No. 5 is son of late Appaiah Bhovi. Defendant No. 6-8 (grandchildren of late Appaiah Bhovi) are children of Defendant No. 5. Defendant No. 9 is son of late Appaiah Bhovi. Defendant No. 10-12 (grandchildren of late Appaiah Bhovi) are children of Defendant No. 9. Defendant No. 15 is daughter-in-law of late Appaiah Bhovi (wife of late Venkataswamy). ⇒ Govindappa executed a sale in respect of Sy. No. 67 measuring 120 Acres in favour of Muniswamy Bhovi, Chikka Muniswamy Bhovi, Muneppa Bhovi, Mune Bhovi, Iskoda Bhovi, Venkata Bhovi and Appaiah Bhovi under Sale Deed dated Ocotber 21, 1957. ⇒ The subject matter of the dispute is 24 Acres 12 Guntas of the larger extent in Sy. No. 67. ⇒ Defendant Nos. 1-13 colluded with Defendant Nos. 14 and 15 and executed a Confirmation Deed dated August 30, 2012. The said Confirmation Deed was executed in favour of Defendant Nos. 14 and 15. The Plaintiffs are not parties to the said document.

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<table>
<tr><td></td><td>⇒ Cause of Action: Arose on September 10, 2014 when the Plaintiffs were made aware of the Confirmation Deed dated August 30, 2012 executed in favour of Defendant Nos. 14 and 15.

Prayer
⇒ The Plaintiff in the said matter has sought for –
a. Partition and separate possession of Suit Schedule Properties and put the Plaintiffs in exclusive possession and enjoyment of their legitimate 2/24th share in the Suit Schedule Property.
b. Declaration that the Suit Schedule Properties are joint family property of the plaintiffs and the defendants.</td></tr>
<tr><td>Schedule Property</td><td><table>
<tr><td>A</td><td>All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 7 acres 14 guntas.</td></tr>
<tr><td>B</td><td>All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 5 acres 30 guntas.</td></tr>
<tr><td>C</td><td>All that piece and parcel of converted land bearing Sy. No. 67/288 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 3 acres.</td></tr>
<tr><td>D</td><td>Portion of the land bearing Sy.No.67, Re-Sy.No.67/P situated at NavarathnaAgrahara Village, JalaHobli, the then Devanahalli Taluk, Now called Bangalore North Taluk measuring 8 acres 8 guntas</td></tr>
</table></td></tr>
<tr><td>Defendant/s contention</td><td>Facts – Similar to the facts ascertained by Defendants M/s NAM Estates Pvt. Ltd. and Aravindan in O.S No. 137/2011
<u>Flow of Title</u>
⇒ Nvarathna Agrahara Village, Jala Hobli, Bangalore North Taluk is Jodi Inam Village and the provisions of Inams Abolition Act is applicable to the said villages.
⇒ Sy. No. 67 situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk consist of extent land measuring 225 Acres 19 Guntas. Further, B. Krishnaswamy Iyengar was the absolute owner of the land bearing Sy. No. 67 measuring 120</td></tr>
</table>

	Acres (Schedule A Property). The ownership in the Schedule A Property is clear from the Index of Lands and Record of Rights issued by the Revenue Department. ⇒ B. Krishnaswamy Iyengar executed a registered Sale Deed dated February 18, 1943 in favour of Kempaiah for valuable consideration. Basis the said sale, mutation has also been effected in the name of Kempaiah as can be ascertained from MR No. 4/53-54. ⇒ Pursuant to coming into force of Inams Abolition Act ("**Inams Act**"), son of Kempaiah, Govindappa, filed an application for registration of occupancy rights in respect Schedule A Property before Special Deputy Commissioner for Inams Abolition. Thereafter, under Section 5 of the Inams Act, Govindappa got occupancy rights and mutation was effected as per MR No. 20/70-71, and accordingly Govindappa was in possession and enjoyment of the said land. ⇒ Thereafter, the Schedule A Property was sold by Govindappa in favour of Munswamy Bhovi, Dodda Munishamy Bhovi, Chikka Munishami Bhovi, Appaiah Bhovi, Muneppa Bhovi (alias Venkata Bhovi) under registered Sale Deed dated October 20, 1957. Thereafter, the said individuals have partitioned the Schedule A Property by way of Jubane Partition. Pursuant to partition, Venkata Bhovi was in possession of 13 Acres 04 Guntas of land in Sy. No. 67. Further, mutation was also effected in the name of Venkata Bhovi as per MR No. 1/57-58. ⇒ Venkata Bhovi sold his share (13 Acre 04 Guntas) in favour of H. Anjanappa (s/o Huchappa) under a registered Sale Deed dated September 24, 1969. Subsequently, mutation was registered as per MR No. 11/69-70 and Anjanappa was in possession of the said extent. ⇒ H. Anjanappa partition his share through a Panchayat Partition dated February 02, 1980. As per partition – a) H. Anjanappa retained extent of 10 Acres b) 01 Acre 02 Guntas allotted to R. Chandrappa c) 1 Acre was allotted to H. Narayanaswamy and d) 1 Acre 02 Guntas was allotted to the share of T.K Prakash and T.K Prasad (joint family). Panchayat Partition is reflected in MR No. 8/94-95.

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	⇒ H. Anjanappa sold his share of 4 Acres 10 Guntas (out of 10 Acres there 05 Acres 30 Guntas remained with H. Anjanappa) in favour of Krishnappa under a registered Sale Deed dated Janaury 28, 1986, and the same is reflected in MR No. 2/95-96. Thereafter, K. Ramanajanappa (son of late Krishnappa) executed a Sale Deed in favour of V.S Ramanujam under registered Sale Deed dated August 01, 2003. ⇒ H. Narayanswamy sold his extent of 1 Acre in favour of V.S Ramanujam under a registered Sale Deed July 02, 2003. ⇒ R. Chandrappa sold his extent of 1 Acres 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed. ⇒ T.K Prakash and T.K Prasad (joint family) sold their extent of 1 Acre 02 Guntas in favour of V.S Ramanujam under a registered Sale Deed dated July 11, 2003. ⇒ H. Anjanappa filed an application for conversion w.r.t 5 Acres 30 Guntas (Sy. No. 67, new Sy. No. 67/287) before Deputy Commissioner, Bangalore District, and Order was passed for conversion as per No. B.DIS.ALN.SR.(NA)104/2003-04 dated January 22, 2004 for non-agricultural purpose. Likewise V.S Ramanujam applied for conversion w.r.t 7 Acres 14 Guntas, and Order was passed as per No. B.DIS.ALN.SR.(NA)105/2003-04 dated January 22, 2004 for non-agricultural purpose. ⇒ Guruva Bhovi and Chikka Venkataswamy Bhovi sold their extent of 03 Acres of land in Sy. No. 67 in favour of Kariyappa under registered Sale Deed dated December 12, 1969. The land was allotted new Sy. No. 67/288 and mutation was effected as per MR No. 13/69-70. ⇒ Thereafter g. V.S Ramanujam sold his extent of 7 Acres 14 Guntas of land in Sy. No. 67 in favour of Defendant No.5 under registered Sale Deed dated July 14, 2004. h. H. Anjanappa (son of Huchappa) sold his extent of 05 Acres 30 Guntas of land in Sy. No. 67 in favour of Defendant No.5 under registered Slae Deed dated July 14, 2004. i. Kariyappa sold his extent of 03 Acres of land in Sy. No. 67/288 in favour of Defendant No. 6 under a registered Sale Deed June 06, 2005.

	Prayer ⇒ The Plaintiff in the said matter has sought for – Permanent injunction restraining the Defendants, their family members, agents, servants, GPA Holders or anybody acting on their behalf from – (a) in any way interfering with peaceful possession and enjoyment of Schedule Property (b) from putting up construction over the Schedule Property and (c) alienating or creating encumbrance w.r.t Schedule Property.
IAs and its status	⇒ **I.A No. 1/2013:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 14-15 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	
Present status of the case	For cross-examination of Defendant Witness-I
Next date of hearing	December 13, 2024
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. Variious Confirmation Deed were executed by family members of erstwhile owners by abundant caution. Further, the Plaintiffs father had sold the Schedule Properties (self-acquired) during his lifetime. Therefore, the Plaintiff has no merits in the said suit.

AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 296/2015 - Ramakka v. Chikkavenkataswamy and Ors

Case No.	O.S No. 296/2015
Court	Additional Civil Judge and JMFC at Devanahalli
Plaintiff/s	Ramakka (w/o Suresh and d/o Chikkavenkataswamy)
Defendant/s	Chikkavenkataswamy (s/o late Chinnaswamy) and Sreedhara Setty (s/o Hanumanthappa Setty)
Filed on	April 22, 2015
Filed For	Suit for Partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Chinnaswamy, prepositus of Plaintiff and Defendant No.1. Chinnaswamy died leaving behind Plaintiff and Defendant No.1 as his legal heir. ⇒ After the death of Chinnaswamy, his son (Chikkavenkataswamy - Defendan No.1) sold the ancestral properties and purchased the Schedule Property in his name. Further, Defendant No.1 had 7 children including the Plaintiff. The Plaintiff is the daughter of Defendant No.1 and Defendant No.2 is purchaser of the Schedule Property, and hence proper and necessary party to the present suit. ⇒ Defendant No. 1 sold the Schedule Property in favour of Defendant No.2. ⇒ Plaintiff and Defendant No.1 constitute HUF. The Schedule Property is ancestral property originally belonging to Chinnaswamy and ever since Plaintiff is in joint possession of Schedule Property. There is no partition of ancestral property. ⇒ Defendant No.1 has no exclusive title over the Schedule Property, and therefore, any sale (Sale Deed dated May 08, 2005 where Plaintiff is shown as minor) in favour of Defendant No.2 is void and not binding on the Plaintiff. ⇒ **Cause of Action:** Arose on April 10, 2015 when the Plaintiff came to know about the illegal acts of the Defendants. **Prayer** ⇒ The Plaintiff in the said matter has sought for –

	a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 1/7th share in the same to the Plaintiff
Schedule Property	Sy. No. 59 (New Sy. No. 59/3) measuring 21 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	⇒ Dismissal of the suit on the grounds of – a. insufficient court fee paid on the suit as per Section 35(1) of the Karnataka Court Fee and Suit Valuation Act. b. barred by limitation. ⇒ The Defendant No.2 has sold the property in favour of M/s Nam Estates Pvt. Ltd. ⇒ Schedule Property originally belonged to Chikkavenkataswamppa (s/o Poojari Venkatappa). The same was sold in favour of Venkataswamy s/o Chinnaswamy under a Sale Deed dated August 24, 2004. Thereafter, the Schedule Property was sold in favour of Defendant No.2. Defendant No.2 has obtained a conversion *vide* Order dated August 23, 2012 Property from Deputy Commissioner. ⇒ Thereafter, Defendant No.2 through his GPA holder V.S Arvindan sold the Schedule Property in favour of M/s Nam Estates Pvt. Ltd. under Sale Deed dated September 24, 2012. Khata currently stands in the name of M/s Nam Estates Pvt. Ltd.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from alienating the Schedule Property in favour of third parties. **Note: It is discernible from the Order Sheet that the Trial Court has not granted ad interim injunction in favour of Plaintiff.** **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	None
Present status of the case	Further Chief of PW-1
Next date of hearing	January 16, 2025

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Comments	The Plaintiff has a weak case for the following reason – a. The Schedule Property is a self-acquired property of the father of Plaintiff i.e., Chikkavenkataswamy (s/o Chinnaswamy). Therefore, the Plaintiff does not accrue statutory right under the law to seek for partition.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 305/2015 – Babu and Ors v. Marappa and Another

Case No.	O.S No. 305/2015
Court	Civil Judge & JMFC at Devanahalli
Plaintiff/s	Babu (s/o Marappa), Suresh (s/o Marappa), Ramya (d/o Marappa) and Rashmi (d/o Marappa)
Defendant/s	Marappa (s/o late Marappa) and Mukunda Rajan (s/o Doreswamy Iyengar)
Filed on	April 23, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Chinnaswamy, prepositus of Plaintiff and Defendant No.1. Chinnaswamy died leaving his only son Marappa as his legal heir. ⇒ After the death of Chinnaswamy, his son Marappa sold the ancestral properties and purchased the Schedule Property in his name. Said Marappa is survived by his 7 children, of which Defendant No.1 (Marappa) is his 6th child. The Plaintiffs are children of Defendant No.1. ⇒ Defendant No. 1 sold the Schedule Property in favour of Defendant No.2. ⇒ Plaintiffs, Defendant No.1 and his children constitute HUF. The Schedule Property is ancestral property originally belonging to Chinnaswamy and ever since Plaintiff is in joint possession of Schedule Property. There is no partition of ancestral property. ⇒ Defendant No.1 has no exclusive title over the Schedule Property, and therefore, any sale (Sale Deed dated may 08, 2005 where Plaintiff is shown as minor) in favour of Defendant No.2 is void and not binding on the Plaintiff. ⇒ **Cause of Action:** Arose on April 10, 2015 when the Plaintiff came to know about the illegal acts of the Defendants. **Prayer** ⇒ The Plaintiff in the said matter has sought for – b. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 4/5th share in the same to the Plaintiff

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Schedule Property	Sy. No. 96 (Old Sy. No. 51/53) measuring 20 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	⇒ Dismissal of the suit on the grounds of – a. insufficient court fee paid on the suit as per Sections 35(1) r/w 24(a) and 26(a) of the Karnataka Court Fee and Suit Valuation Act. b. barred by limitation. ⇒ Defendant No.1 and his family members have sold the property in favour of Defendant No.2 under a registered Sale Deed dated May 31, 2005. ⇒ Land in Sy. No. 51/53 was granted in favour of Defendant No.1, and in this regard, Saguvali Chit was issued in the name of father of Defendant No.1 (Marappa) in LND.RUC.SR.94/95-96 by Land Grant Committee on February 13, 1997 by Tahsildhar, Devanahalli. Based on the said Saguvali Chit, the revenue records came to be transferred in the name of father of Defendant No.1 – Mara Bhovi (s/o Chinnaswamy). ⇒ Mara Bhovi filed an application before the Deputy Commissioner seeking permission to sell the said land, and accordingly permission was granted *vide* Order dated May 25, 2005. The said land was sold in favour of S. Sridhar Shetty, and in this regard they have executed a registered GPA in favour of S. Sridhar Shetty under GPA dated February 02, 2005. ⇒ S. Sridhar Shetty executed a sale in favour of Defendant No.2 w.r.t Schedule Property under Sale Deed dated May 31, 2005. Further, revenue records came to transferred in the name of Defendant No.2 as per MR No. 44/2004-05.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant No.2 from alienating the Schedule Property in favour of third parties. ⇒ **I.No.2:** Application filed under Order XXXII Rule 3 of the CPC, 1908 for appointment of Thimmakka, the mother of Plaintiff, as guardian for the minor Plaintiff Nos. 2-4 to prosecute the present suit. **Note: AZB has been informed that there is no stay order operating against Embassy.**

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Monetary claim, if any	None
Present status of the case	Steps
Next date of hearing	January 30, 2025
Comments	Saguvali Chit was issued in the name of father of Defendant No.1 (Marappa alias Mara Bhovi) in LND.RUC.SR.94/95-96 by Land Grant Committee on February 13, 1997 by Tahsildhar, Devanahalli. Mara Bhovi along with his family members (Class-I legal heirs) have executed a sale/confirmation deed in favour of predecessors-in-title under Sale Deed dated May 31, 2005 and Confirmation Deed dated July 01, 2013. Therefore, the case for partition by the Plaintiffs have no merits in the captioned suit.

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O.S No. 306/2015 – Babu and Ors v. Marappa and Anr.

Case No.	O.S No. 306/2015
Court	Civil Judge & JMFC at Devanahalli
Plaintiff/s	Babu (s/o Marappa), Suresh (s/o Marappa), Ramya (d/o Marappa) and Rashmi (d/o Marappa)
Defendant/s	Marappa (s/o late Marappa) and Sreedhara Setty (s/o Hanumanthappa Setty)
Filed on	April 23, 2015
Filed For	Suit for Partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Chinnaswamy, prepositus of Plaintiff and Defendant No.1. Chinnaswamy died leaving his only son Marappa as his legal heir. ⇒ After the death of Chinnaswamy, his son Marappa sold the ancestral properties and purchased the Schedule Property in his name. Said Marappa is survived by his 7 children, of which Defendant No.1 (Marappa) is his 6th child. The Plaintiffs are children of Defendant No.1. ⇒ Defendant No. 1 sold the Schedule Property in favour of Defendant No.2. ⇒ Plaintiffs, Defendant No.1 and his children constitute HUF. The Schedule Property is ancestral property originally belonging to Chinnaswamy and ever since Plaintiff is in joint possession of Schedule Property. There is no partition of ancestral property. ⇒ Defendant No.1 has no exclusive title over the Schedule Property, and therefore, any sale (Sale Deed dated may 08, 2005 where Plaintiff is shown as minor) in favour of Defendant No.2 is void and not binding on the Plaintiff. ⇒ **Cause of Action:** Arose on April 10, 2015 when the Plaintiff came to know about the illegal acts of the Defendants. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 4/5th share in the same to the Plaintiff

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Schedule Property	Sy. No. 59/4 (Old Sy. No. 59/1, much earlier bearing Sy. No. 59) measuring 21 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	⇒ Dismissal of the suit on the grounds of – a. insufficient court fee paid on the suit as per Sections 35(1) r/w 24(a) and 26(a) of the Karnataka Court Fee and Suit Valuation Act. b. barred by limitation. ⇒ Sy. No. 59 measures a total extent of 8 Acres 11 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk and originally owned by C.R Sampangirama Shastri and the same is clear from Record of Rights. ⇒ C.R Sampangirama Shastri executed a sale in favour of Chikkavenkataswamappa w.r.t Sy. No. 59 measuring 8 Acres 11 Guntas under Sale Deed dated December 30, 1968. ⇒ Thereafter, Chikkavenkataswamappa executed a sale w.r.t Schedule Proeprty in favour of Marappa under Sale Deed dated August 14, 2004. ⇒ Thereafter, Yellama along with Marappa (and his family) members executed a sale w.r.t Schedule Property in favour of Sreedhar Shetty under Sale Deed dated June 14, 2005. Portion of land purchased by Sreedhar Shetty has been assigned Sy. No. 59/4. ⇒ Sreedhar Shetty executed a sale w.r.t Schedule Property in favour of M/s Nam Estates Pvt. Ltd under Sale Deed dated September 24, 2012.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant No.2 from alienating the Schedule Property in favour of third parties. ⇒ **I.No.2:** Application filed under Order XXXII Rule 3 of the CPC, 1908 for appointment of Thimmakka, the mother of Plaintiff, as guardian for the minor Plaintiff Nos. 2-4 to prosecute the present suit. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None

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Present status of the case	Cross-examination of Plaintiff witness (PW-1)
Next date of hearing	February 01, 2025
Comments	The Plaintiffs have no merits for the following reason – (a) The Schedule Property is the self-acquired property of the father of Plaintiff. The Class-I heirs of Marappa (Plaintiffs) will have no rights under the law to claim for partition.

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O.S No. 334/2015 – Krishna v. Narayana and Ors.

Case No.	O.S No. 334/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Krishna (s/o late Chinnaswamy)
Defendant/s	Narayana (s/o late Chinnaswamy), Marakka (d/o late Chinnaswamy), Manjula (d/o late Chinnaswamy), Peddanna (s/o late Chinappa), Venkatamma (w/o Peddanna), Peddakka (d/o Peddanna), Chinnaswamy (s/o Peddanna), Marappa (s/o Peddanna), Marakka (d/o Peddanna), Krishnamma (d/o Peddanna), Laskhmamma (d/o Peddanna), Marappa (s/o late Chinnaswamy), Gopala (s/o Marappa), Pedakka (d/o Marappa), Dreedhara Shetty (s/o Hanumanthappa Setty)
Filed on	April 20, 2015
Filed For	Suit for partition, declaration and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ The property described in the Schedule Property is the joint and ancestral property of Plaintiff and Defendant Nos. 1-6. One Chinnaswamy had three sons – Peddanna (Defendant No.4), Marappa (Defendant No.13) and Chinnaswamy (father of Plaintiff and Defendant Nos. 1-3). Defendant Nos. 5-12 are wife and children of Defendant No.4 Defendant Nos.14-16 are the wife and children of Defendant No. 13. Defendant No. 17 is the subsequent purchaser. **Note – Copy of the genealogical tree is produced with the Plaint.** ⇒ Chinamma (mother of Defendant Nos. 4 and 13/Plaintiff) purchased the Suit Schedule Property from Chikka Venkatashamappa under a Sale Deed dated August 24, 2004. **Note – Copy of the registered Sale Deed dated August 24, 2004 and RTCs extracts are produced along with the Plaint.** ⇒ Upon the death of father of Plaintiff, Rathnamma, Plaintiff's mother, maintained the family affairs also joint family consisting of Plaintiff and Defendant Nos. 1-3. The Schedule Property is purchased out of joint family income. Therefore, Plaintiff and Defendant Nos. 1-3 have legitimate share in the name.

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	⇒ Rathnamma along with Defendant Nos. 1-16 have sold the Schedule Property under registered Sale Deed dated June 09, 2005 for valuable consideration. **Note – Copy of the RTCs, mutation extracts and encumbrance certificate are produced along with the Plaint.** ⇒ Rathnamma died on June 15, 2006 leaving behind the Plaintiff and Defendant Nos. 1-3 as her legal heirs. ⇒ **Cause of Action:** On March 10, 2015 the Plaintiff and Defendant Nos. 1-3 were made aware of the sale of property in favour of Defendant No.17. ⇒ Petitioner is taking a legal contention under Section 8 and 29 of Hindu Minority and Guardianship Act, 1956 that permission of the District Court was not sought by Rathnamma at the time of transferring of Schedule Property. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 1/5th share of Rathnamma's 1/3rd share in the Schedule Property by metes and bounds. b. Declare Sale Deeds dated June 09/2005 as not binding on the Plaintiff. c. Permanent injunction against Defendant No.17 from alienating or creating any charge or encumbrance on the Schedule Property.
Schedule Property	Sy. No. 59 (New Sy. No. 59/3) measuring 21 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	**Facts – as ascertained by Defendant No. 17 in its Written Statement** ⇒ Permission of the District Court under the Hindu Minority and Guardianship Act, 1956 is not warranted for self-acquired property. ⇒ The suit is barred by limitation considering, the sale of the Schedule Property had to be challenged within 3 years of Plaintiff attaining majority i.e., prior to 2014 considering Plaintiff was major in the year 2011.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary

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	injunction restraining the Defendant No.17 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Summons
Next date of hearing	December 13, 2024
Comments	The Plaintiffs have no merits for the following reason – (a) The suit is barred by limitation considering the sale of the Schedule Property had to be challenged within 3 years of Plaintiff attaining majority i.e., prior to 2014 considering Plaintiff was major in the year 2011.

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O.S No. 664/2015 – Sallapuri and Anr v. Pedakka and Ors

Case No.	O.S No. 664/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Sallapuri (w/o Gopal) and Majula (w/o Yallappa)
Defendant/s	Peddakka and 44 others
Filed on	September 01, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ The Schedule Property was purchased by Dodda Venkataswamy Bovi, grandfather of Plaintiff, under a registered Sale Deed dated December 30, 1968. Dodda Venkataswamy was survived by Dodda Eiramma and 3 sons – Peddanna, Narayanabovi and Poojari Marappa and 2 daughters – Pedakka (Defendant No.1) and Venkatamma (Defendant No.2). ⇒ Peddanna is survived by his legal heirs – Defendant Nos. 5-11. Narayanappa is survived by his legal heirs – Defendant Nos. 12-16. Poojari Marappa is survived by his legal heirs – Defendant Nos. 17 to 23. ⇒ Doddavenkataswamy was in possession of 8 Acres 30 Guntas. However, revenue entries reflect otherwise – name of Doddavenkataswamy is reflected as owner to the extent of 5 Acres 20 Guntas. Out of 5 Acres 20 Guntas, Doddavenkataswamy sold an extent of 2 Acres to C.R Muniyappa (s/o Chinnaiah). ⇒ The family members approached Doddavenkataswamy to effect partition, however, Doddavenkataswamy died without leaving behind testamentary documents in respect of 3 Acres 20 Guntas. ⇒ After the demise of Doddavenkataswamy, C. Muniyappa (s/o late Chinnappa) who is a resident of Jakkur Village has his name in the RTC of the Schedule Property to an extent of 1 Acre and false mutation entry (IHC No. 48/1990-91). C. Muniyappa is survived by his legal heirs (Defendant Nos. 33-36). Doddamarappa, a third party, has his name entered in the RTC and a false mutation entry (IHC 60/1990-91).

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	⇒ Marappa (Defendant No.24) along with his legal heirs (Defendant No. 25-32) along with Defendant No. 5,9 and 12 have sold the 1 Acre to Defendant No.42 under Sale Deed May 10, 2005. ⇒ Poojari Marappa, father of Defendant No. 17-23, without exclusive title over the 1 Acre of Schedule sold the same in favour of Venkatamma under registered Sale Deed May 03, 1995. Venkatamma along with Defendant Nos. 3 and 4 have executed a Sale Deed in favour of Ramanujam. ⇒ Further, Defendant Nos. 5, 9, 11, 12, 16, 17, 21, 22, 23 along with late Poojari Marappa (s/o late Doddavenkataswamy), Marappa (s/o late Poojari Marappa) and Lakshmamma (w/o late Marappa) have without any exclusive right over the Schedule Property have sold 20 Guntas (portion of the Schedule Property) to Defendant No. 37. The property is was subsequently purchased by Defendant No. 44. ⇒ Defendant Nos. 42,43, 44 and Defendant No. 45 have colluded with other family members of Doddavenkataswamy (Defendant Nos. 2-13 and 15-23) to defeat the share of Plaintiffs and entered into a Confirmation Deed dated January 17, 2012. ⇒ **Cause of Action:** January 2015 ***The following documents are annexed with the Plaint –*** ***a. Sale Deed dated December 30, 1968.*** ***b. Genealogical Tree of Doddaavenkataswamy.*** ***c. RTC for the year 1984-85 to 1988-89 and 1989 to 1993-94.*** ***d. Sale Deed dated May 10, 2005.*** ***e. RTCs reflecting the name of Venkataswamy (s/o Pedappa), Venkataswamy (s/o Narayanappa) and late Marappa.*** ***f. Sale Deed dated May 03, 1995 and Sale Deed dated January 11, 2005.*** ***g. Sale Deeds dated February 06, 2006, April 17, 2006 and April 01, 2011.*** ***h. Confirmation Deed January 17, 2012.***

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	Prayer ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 1/5th share of Rathnamma's 1/3rd share in the Schedule Property by metes and bounds. b. Declare Sale Deeds dated June 09/2005 as not binding on the Plaintiff. c. Permanent injunction against Defendant No.17 from alienating or creating any charge or encumbrance on the Schedule Property.
Schedule Property	Sy. No. 58 measuring 03 Acres 20 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	Written Statement of Defendant No. 45: ⇒ Defendant No. 1, 2 and 5 have filed one another suit against the same Defendants in O.S No. 157/2010. Further, Defendant Nos. 1,2 and 5 have instigated the Plaintiffs to file the present suit. **In respect of 2 Acres** ⇒ C.R Muniyappa (s/o late Chinnaiah) was the absolute owner of Sy. No. 58 measuring 2 Acres, and the same was purchased under registered Sale Deed dated July 29, 1978. Thereafter, C.R Muniyappa has sold the property in favour of Sai Krupa Projects under registered Sale Deed dated February 19, 2005. Further, mutation came to be transferred as per MR No. 62/2004-05. ⇒ Janakimani (w/o T. Aravindan) (Defendant No. 42) filed for conversion, and the same was granted *vide* Order dated June 10, 2005. Thereafter, she sold the property in favour of M/s Nam Estates (Defendant No. 45) for valuable consideration under a registered Sale Deed August 25, 2005. **In respect of 1 Acre** ⇒ Venkatamma (w/o Muniyappa), Muniyappa (s/o late Jagannatha Bhovi) and their children were the absolute owners, and in possession of 1 Acre in Sy. No. 58. They have sold the land in favour of R. Ramanujam (s/o Singarachari) (Defendant No. 43) under registered Sale Deed dated November 11, 2005 for valuable consideration.

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	⇒ R. Ramanujam filed for conversaion, and the same was granted *vide* Order dated April 08, 2005. Thereafter. R. Ramanujam sold the property in favour of Defendant No. 45) for valuable consideration. **In respect of 1 Acre** ⇒ Marappa (s/o Dodda Venkataswamy Bhovi) executed a sale in respect of Sy No. 58 measuring 1 Acre in favour of Janakimani. Thereafter, Janakimani executed sale in favour of M/s Nam Estates Pvt. Ltd ⇒ Therefore, Defendant Nos. 1-41 have no right, title and interest over the Schedule Property.
IAs and its status	**I.A No.6:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 42-45 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	For Framing of issues
Next date of hearing	February 15, 2025
Comments	The Plaintiffs are the legal heirs of Doddaventakappa. However, Doddavenkatappa executed a Sale Deed dated July 11, 1978 in favour of C.R Muniyappa for consideration. The Plaintiffs case has no merits for the the following reasons – a. The suit is barred by limitation. The Plaintiffs have sought for partition without challenging the Sale Deed dated July 11, 1978. Further, assuming the Plaintiffs sought for declaration of the said Sale Deed as non-binding, it should have been within 3 years from the date of sale i.e., before 1981. The suit is barred by limitation.

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O.S No. 753/2015 – Kala v. Venkatamma and Ors

Case No.	O.S No. 753/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Kala (w/o Nagaraj)
Defendant/s	Venkatamma (w/o Muniyappa), Narayana (s/o Muniyappa), Venkatesh (s/o Muniyappa), Manjula (w/o Narayana) and Devamma (w/o Venkatesh)
Filed on	October 08, 2015
Filed For	Suit partition and declaration
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Defendant No.1 is mother of the Plaintiff. Defendant Nos. 2-3 are brothers of Plaintiff (children of Muniyappa and Venkatamma). Defendant Nos. 4-5 are married to Defendant Nos. 2-3. Defendant Nos. 6-7 are subsequent purchasers. ⇒ The Schedule Property is joint family property of Plaintiff and Defendant Nos. 1-5. The said property is purchased from joint family income. ⇒ The Schedule Property was purchased in the name of Defendant No.1 from Doddavenkataswamy under registered Sale Deed. Thereafter, all the family members are in possession and in occupation of the Schedule Property. ⇒ Defendant No. 1 along with Defendant Nos.2-5 have sold the property in favour of Defendant Nos. 6-7 under Sale Deed dated January 11, 2005. ⇒ **Cause of Action:** May 2015 – when Plaintiff approached the Defendant No.1 for partition. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition and separate possession of 1/4th share to Plaintiff by metes and bounds. b. Declare Sale Deed dated January 11, 2005 as not binding on the Plaintiff.
Schedule Property	Sy. No. 58 measuring 1 Acre Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk

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Defendant/s contention	Written Statement of Defendant No.7 ⇒ Defendant No. 1 purchased the Schedule Property from Marappa under a Sale Deed dated May 13, 1995, and is the self-acquired property of Defendant No.1. ⇒ Thereafter, Defendant No. 1 has executed sale of Schedule Property in favour of Defendant No. 6 for valuable consideration under a registered Sale Deed dared January 11, 2005. ⇒ Defendant No. 6 has applied for conversion, and the land was converted for non-agricultural purposes. Thereafter, Defendant No. 6 executed a sale in favour of Defendant No.7 under Slae Deed dated April 26, 2005. ⇒ Declaration of Sale Deed as non-binding should have been within 3 years from the date of sale i.e., before 2008. The suit is barred by limitation.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 6-7 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Framing of issues
Next date of hearing	March 07, 2025
Comments	The Plaintiffs case has no merits for the following reason – (a) The suit is barred by limitation. Declaration of Sale Deed as non-binding on the Plaintiffs should have been within 3 years from the date of sale i.e., before 2008.

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O.S No. 849/2015 – Kirankumar v. Ramakka and Ors.

Case No.	O.S No. 849/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Kirankumar
Defendant/s	Ramakka (w/o late Muniyappa), Doddappa (s/o late Muniyappa), Janakimani (w/o Aravindan) and M/s Nam Estate Pvt. Ltd.
Filed on	September 30, 2015
Filed For	Suit partition and declaration
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Late Muniyappa (prepositor) is the grandfather of the Plaintiff and Defendant No.2 is father of the Plaintiff and Defendant No.1 is the grandmother of the Plaintiff. Thus, the Plaintiff, Defendant Nos. 1-2 constitute Hindu joint family. ***Note: Genealogical Tree showing relationship between the Plaintiff and Defendant Nos. 1-2.*** ⇒ Late Muniyappa along with Defendant Nos. 1-2 have sold the property under registered Sale Deed dated February 19, 2005. ***Note: Copy of the Sale Deed and copy of RTC is produced herewith.*** ⇒ **Cause of Action:** Arose on May 15, 2015 when the Plaintiff approached Defendant Nos. 1-2 for partition, and was made aware of the sale. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff to effect partition. b. Declare subsequent Sale Deeds in favour of Defendant Nos.3-4 as not binding on the Plaintiff.
Schedule Property	Sy. No. 58 measuring 2 Acres Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	Written Statement of Defendant No.4 ⇒ C.R Muniyappa had purchased the Suit Schedule Property from one Dodda Venkataswamy Bhvi for a sale consideration under a registered Sale Deed dated July 11, 1978.

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	⇒ During C.R Muniyappas life time, the Schedule Property was sold in favour of Defendant No.3 under registered Sale Deed dated February 19, 2010. ⇒ Thereafter, the Defendant No.3 has sold the property in favour of Defendant No.4 under registered Sale Deed dated February 19, 2005.
IAs and its status	**Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	To re-issue Summons
Next date of hearing	January 09, 2025
Comments	The Plaintiffs case has no merits for the following reason – (a) The suit is barred by limitation. Declaration of Sale Deed as non-binding on the Plaintiffs should have been within 3 years from the date of sale i.e., before 2008.

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O.S No. 348/2015 – Lakshmamma and Ors v. Peddanna and Ors

Case No.	O.S No. 348/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Lakshmamma (d/o late Peddanna), Venkatamma (d/o late Peddanna), Krishna (s/o late Peddanna)
Defendant/s	Peddanna (s/o late Marappa), Sallapuradamma (w/o late Venkataswamy), Venkataswamy (s/o late Narayana), Munirathna (s/o late Marappa) and M/s Nam Estates Pvt. Ltd.
Filed on	April 23, 2015
Filed For	Suit partition and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ The Plaintiffs and Defendant Nos. 1-4 are grandchildren of late Doddavenkataswamy (s/o late Poojari Venkataswamy). Late Doddavenkataswamy married late Doddaeramma, and out of their wedlock they have three children – Pedanna, Narayanappa and late Poojari Marappa. ⇒ Doddavenkataswamy and Doddaeramma along with their children and grandchildren constituted a joint family, and were in joint possession of Sy. No. 56 measuring 4 Acres 10 Guntas and Sy. No. 58/1 (Old Sy. No. 58) to an extent of 3 Acres 1 Gunta situated at Heggana Halli Village, Kundana Hobli, Devnahalli Taluk, Bangalore. Doddavenkataswamy died interstate. ⇒ **Cause of Action:** On April 05, 2015 when the Plaintiffs visited the Schedule Property, they released that the Schedule Property was sold in favour of Defendant No. 5 by other members of the family. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition and separate possession of 1/3rd share in Item Nos. 1 and 2. b. Permanent injunction restraining the Defendants, their men, agents, PoA or anyone acting through or under them from a) creating any charge or encumbrance in the

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<table>
<tr><td></td><td>Schedule Property and b) interfering with the peaceful possession of Plaintiffs over the Schedule Property.</td></tr>
<tr><td>Schedule Property</td><td><table>
<tr><td>Schedule A</td><td>Sy. No. 56 measuring 4 Acre 10 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk</td></tr>
<tr><td>Schedule B</td><td>Sy. No. 58/1 measuring 3 Acre 1 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk</td></tr>
</table></td></tr>
<tr><td>Defendant/s contention</td><td>Written Statement of Defendant No.5
Land measuring 1 Acre 20 Guntas in Sy. No. 56
⇒ Poojari Marappa (s/o Doddavenkataswamy Bhovi) was the absolute owner of portion of land measuring 1 Acre 20 Guntas situated in Sy. No. 56 of Hegganahalli Village. Poojari Marappa had acquired the said land through inheritance.
⇒ Thereafter a registered Sale Deed dated April 13, 2004. was executed in favour of Janakamani with Sai Krupa as the confirming party.
⇒ Janakimani has filed an application for conversion of said land, and the same was granted vide Order dated June 22, 2004.
⇒ Thereafter, Janakimani has executed a sale in favour of M/s Nam Estates Pvt. Ltd.
Land measuring 1 Acre 30 Guntas in Sy. No. 56
⇒ Janakimani purchased the said portion from Marappa s/o Mara Bhovi under registered Sale Deed dated March 19, 2005.
Land measuring 1 Acre in Sy. No. 56
⇒ Janakimani purchased the said land from Nanjundappa (s/o late Krishna Bhovi).
⇒ Janakimani applied for conversion w.r.t 2 Acres 30 Guntas, and the same was granted vide Order dated June 10, 2005.
⇒ Janakimani executed a sale in respect of 2 Acres 30 Guntas in favour of M/s Nam Estate Pvt. Ltd. under a registered Sale Deed dated August 25, 2005.
Land measuring 2 Acres 30 Guntas in Sy. No. 56
⇒ Ramanujam purchased portion of land under Sale Deeds dated July 01, 2004 (Venkataswamy sold 1 Acre 10 Guntas and Sallapuramma sold 1 Acre 20 20 Guntas).
⇒ Ramanujam filed an application for conversion in respect of 2 Acres 30 Guntas and the same was granted vide Order dated September 15, 2004.</td></tr>
</table>

	Land measuring 2 Acres in Sy. No. 58 ⇒ C.R Muniyappa (s/o late Chinnaiah) and his family members were the absolute owners of the said property. Thereafter, a sale was executed in favour of Janakimani under registered Sale Deed February 19, 2005. ⇒ Thereafter, the property was sold in favour of M/s Nam Estates Pvt. Ltd. **Land measuring 1 Acre in Sy. No. 58** ⇒ Venkatamma (w/o Muniyappa), Muniyappa and their children were the absolute owners in possession and enjoyment of land. The said land was acquired through Sale Deed dated January 22, 1998 from Marappa. ⇒ Muniyappa along with his family members have sold the property in favour of Ramanujam through Sale Deed dated January 11, 2005. Thereafter after conversion of land, Ramanujam has sold the property in favour of M/s Nam Estates Pvt. Ltd. **Land measuring 1 Acre in Sy. No. 58** ⇒ Marappa (s/o Dodda Venkataswamy Bhovi) were the joint absolute owners of said property. Thereafter, the said property was sold in favour of Janakimani under registered Sale Deed May 10, 2005. After the conversion of land, Janakimani has executed a sale in favour of M/s Nam Estates Pvt. Ltd. under registered sale deed.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from creating any kind of charge or encumbrance over the Schedule Property. **Note: AZB has been informed that there is no stay order operating against Embassy..**
Monetary claim, if any	None
Present status of the case	For Framing of issues
Next date of hearing	January 06, 2025
Comments	**Schedule A** **(Does not concern the project)** **Schedule B**

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	The Plaintiffs case has no merits for the following reason – Plaintiffs are the legal heirs of Doddaventakappa. However, Doddavenkatappa executed a Sale Deed dated July 11, 1978 in favour of C.R Muniyappa for consideration. The strength of the case of the Plaintiff is weak for the following reasons – a. The suit is barred by limitation. The Plaintiffs have sought for partition without challenging the Sale Deed dated July 11, 1978. Further, assuming the Plaintiffs sought for declaration of the said Sale Deed as non-binding, it should have been within 3 years from the date of sale i.e., before 1981. The suit is barred by limitation. b. Failure of the Plaintiffs to seek a prayer for declaring subsequent sale deeds of predecessors in title as not binding on the Plaintiffs.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 349/2015 – Ramakka v. Peddanna and Ors.

Case No.	O.S No. 349/2015
Court	Civil Judge & JMFC at Devanahalli
Plaintiff/s	Ramakka (w/o Chinnaswamy/d/o late Chinnappa)
Defendant/s	Peddanna (s/o late Chinnappa), Marappa (s/o late Chinnappa) and Sreedhra Setty (s/o Hanumanthappa Setty)
Filed on	May 02, 2015
Filed For	Suit partition and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Chinnaswamy, Chinnappa, Venkataswamy and Doddavenkataswamy are brothers, prepositors of family consisting of Plaintiff and Defendant Nos. 1-2. The Plaintiff and Defendant Nos. 1-2 are the children of above said Chinnappa. ⇒ Land measuring 8 Acres in Sy. No. 59 was joint and ancestral property of above persons. After the death of four siblings, the khata was transferred in the name of Chikkavenkataswamt s/o Chinnaswamy. ⇒ Chinnaswamy (father of Plaintiff) had five children – Venkataswamy (dead), Peddanna, Ramakka (Plaintiff), Chinnaswamy and Marappa (Defendant No.2). ⇒ Chinappa was in joint possession of the property. In the year 2004, there was a partition amongst the family. Schedule Property fell to the share of Plaintiff. Schedule Property is the joint and ancestral property of Plaintiff and Defendant Nos. 1 and 2. **Note: The Plaint also avers that Schedule Property is acquired by Rathnamma under a Sale Deed dated August 24, 2004.** ⇒ Subsequently, it came to the knowledge of the Plaintiff that the Schedule Property was sold in favour of third party. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition and separate possession of 1/4th in the Schedule Property.

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Schedule Property	Sy. No. 59/7 (Old Sy. No. 59) measuring 1 Acre 02 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk.
Defendant/s contention	Defendant No.2 contends as follows: ⇒ Dismissal of the suit on the grounds of – a. insufficient court fee paid on the suit as per Sections 35(1) r/w 24(a) and 26(a) of the Karnataka Court Fee and Suit Valuation Act. b. barred by limitation. ⇒ Sy. No. 59 measuring a total extent of 8 Acres 11 Guntas was originally owned by C.R Sampangirama Shastri, and the same is clear from the Index of Lands and Record of Rights maintained by the Revenue Document. ⇒ Thereafter, the said property was sold in favour of Chikkavenkataswamappa under a registered Sale Deed dated December 30, 1968. ⇒ Chikkavenkataswamappa sold an extent of – a) 1 Acre 02 Guntas in favour of Rathnamma under registered Sale Deed August 24, 2004 b) 21 Guntas in favour of Venkataswamy under registered Sale Deed August 24, 2004 c) 21 Guntas in favour of Muniyappa under registered Sale Deed dated August 24, 2004 d) 01 Acre 02 Guntas in favour of Rathnamma, Peddanna and Gopala under registered Sale Deed dated August 24, 2004. ⇒ Chikkavenkataswamappa has executed gift deeds w.r.t – a) 3 Acres 13 Guntas under registered Gift Deed dated July 21, 2006 in favour of T. Gopi. Thereafter, T. Gopi has executed a Sale Deed in favour of V.R Singachari in respect of 3 Acred 13 Guntas in Sy. No. 59 (MR No. 10/2010-11). ⇒ Marappa, Muniyappa, Chikkavenkataswamy, Peddanna, Rathnamma, Gopala and Yellamma sold their respective shares in the Sy. No. 59 to the Defendant No. 3 (MR No. 76/2005-06, 80/2005-06, 77/2005-06, 78/2005-06 and 79/2005-06). ⇒ The Defendant filed an application for phodi and durasth, and portion of land purchased by Defendant No.2 were given new Sy. Nos. 59/3, 59/4, 59/5, 59/6, 59/7 and 59/8. Likewise, V.R Singrachari also filed an application for phodi and durasth in respect of portion of land in Sy. No. 59, and the same was given new Sy. No. 59/2.

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	⇒ After the conversion of land, the Defendant No.3 for want of family necessity, executed a sale w.r.t Sy. Nos. 59/3, 59/4, 59/5, 59/6, 59/7 and 59/8 in favour of M/s NAM Estates Pvt. Ltd. under a registered Sale Deed dated September 24, 2012. Likewise, V.R Singrachari also executed a Sale Deed dated September 14, 2012 w.r.t converted land in Sy. No. 59/2 in favour of NAM Estates Pvt. Ltd. Thereafter, NAM Estates Pvt. Ltd. has filed a suit for permanent injunction against Mrakka, Venkatamma and Ramakka from interfering in the Schedule Property in O.S No. 539/2014.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants from creating any kind of charge or encumbrance over the Schedule Property. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Cross-examination of PW-I
Next date of hearing	December 11, 2024
Comments	The Plaintiffs case has no merit for the following reason – (a) The onus is on the Plaintiff that the larger extent of the Schedule Property measuring 8 Acres 11 Guntas in Sy. No. 59 was transferred to Chikkavenkataswamy (s/o Chinnaswamy) as averred in the plaint. However, it is pertinent to state that larger extent of the Schedule Property measuring 8 Acres 11 Guntas in Sy. No. 59 was transferred to Chikkaventaswamy (s/o Poojari Venkata Bhovi). It appears to AZB that the Plaintiff is harping on the similarity of the names of predecessors in title to claim a share in the Schedule Property.

AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 354/2015 – Ashwini and Ors v. Chinnaswamy and Ors.

Case No.	O.S No. 354/2015
Court	Civil Judge & JMFC at Devanahalli
Plaintiff/s	Ashwini (d.o Chinnaswamy), Sowmya (d/o Chinnaswamy) and Harshitha (d/o Chinnaswamy)
Defendant/s	Chinnaswamy (s/o late Venkataswamappa) and Sreedhara Setty (s/o Hanumanthappa Setty)
Filed on	May 02, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Venkataswamappa was the prepositus of the Plaintiffs and Defendant No.1. Venkataswamappa is survived by his 10 children. Defendant No. 8 is born to Venkataswamappa. ⇒ The Plaintiffs are children of Defendant No.1 and Defendant No.2 is the purchaser of the Schedule Property. ⇒ Venkataswamappa possesses joint and ancestral properties, and the same was sold to purchase the Schedule Property. ⇒ Defendant No.1 and his family members (excluding Plaintiff and her mother) have executed a registered Sale Deed dated June 04, 2005 of the Schedule Property in favour of Defendant No. 2. ⇒ **Cause of Action:** On April 20, 2015 when the Plaintiffs came to know the illegal acts of the Defendants in executing a sale of the Schedule Property without the knowledge of the Plaintiffs. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 3/24th share in the same to the Plaintiff
Schedule Property	Sy. No. 59/4 (Old Sy. No. 59) measuring 21 Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk
Defendant/s contention	⇒ Dismissal of the suit on the grounds of – a. insufficient court fee paid on the suit as per Sections 35(1) r/w 24(a) and 26(a) of the Karnataka Court Fee and Suit Valuation Act. b. barred by limitation.

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	⇒ Sy. No. 59 measuring a total extent of 8 Acres 11 Guntas was originally owned by C.R Sampangirama Shastri, and the same is clear from the Index of Lands and Record of Rights maintained by the Revenue Document. Thereafter, the said property was sold in favour of Chikkavenkataswamappa under a registered Sale Deed dated December 30, 1968. ⇒ Chikkavenkataswamappa sold an extent of 21 Guntas in favour of Marappa under registered Sale Deed dated August 24, 2004. Thereafter, the said Marappa has executed a sale in favour of Sreedhar Setty under registered Sale Deed dated June 14, 2005. ⇒ Thereafter, NAM Estates Pvt. Ltd. has filed a suit for permanent injunction against Marakka, Venkatamma and Ramakka from interfering in the Schedule Property in O.S No. 539/2014.
IAs and its status	⇒ **I.No.1:** Application filed under Order XXXII Rule 3 of the CPC, 1908 for appointment of Gowramma, the mother of Plaintiff, as guardian for the minor Plaintiff Nos. 3 to prosecute the present suit. ⇒ **I.A No.2:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant No.2 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Plaintiff's evidence
Next date of hearing	March 07, 2025
Comments	The Plaintiffs have no merits for the following reason – (a) The Schedule Property is the self-acquired property of Plaintiffs father's brother (uncle). Therefore, the Plaintiffs will have no rights under the law to claim for partition.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 345/2015 – Munivenkatamma and Ors v. Salamma and Ors.

Case No.	O.S No. 345/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Munivenkatamma (d/o late Chikkamuniyamma), Ramu (s/o late Chikkamuniyamma), Salapuri (s/o late Chikkamuniyamma), Pedamma (s/o late Chikkamuniyamma)
Defendant/s	Salamma (w/o Marappa), Nagaraja (s/o late Muniyappa), Muniswamy (s/o late Muniyappa), Chinnaswamy (s/o late Muniyappa), Radha (w/o Chinnaswamy), Master Murali (s/o Chinnswamy), Kumari Kavya (d/o Chinnaswamy), Munikrishna (s/o late Muniyappa), Manjula (w/o Munikrishna), Master Vasu (s/o Munikrishna), Vinaya (s/o late Muniyappa), Kalamma (d/o late Muniswamy), Muniyamma (w/o late Chinnaswamy) and M/s Nam Estates Pvt. Ltd and V.S Aravindan (s/o V.R Singrachari)
Filed on	April 24, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Plaintiffs are the children of late Chikka Muniyamma. Defendant Nos. 2-13 are the legal heirs of Muniswami (brother of Chikka Muniyamma) and Defendant Nos. 14-15 are subsequent purchasers. ⇒ The Schedule Property is the ancestral and joint family property of the Plaintiffs. Further, Plaintiffs Nos. 1-13 constitute HUF. ⇒ Grandfather of the Plaintiffs had acquired the Schedule Property by way of purchase for the welfare of joint family of Plaintiffs and Defendant Nos. 1-13. ⇒ Defendant No.2 in his capacity as the kharta of the Schedule Property entered into a Confirmation Deed August 21, 2012 in favour of with Defendant Nos. 14 and 15. Defendant Nos. 1-13 are part to the said Confirmation Deed. ⇒ **Cause of Action:** On last week of March 2015 when the Plaintiffs approached Defendant No.2 to effect partition. The Plaintiffs were made aware sale of the Schedule Property in favour of Defendant Nos. 14 and 15.

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	Prayer ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition of Suit Schedule Property and to allot 1/5th share in the same to the Plaintiff
Schedule Property	Sy. No. 67/287 measuring 5 Acre 30 Guntas, Sy. No. 67/288 measuring 3 Acres and Sy. No. 67/p measuring 08 Acres 08 Guntas in Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk.
Defendant/s contention	**Note - Facts as ascertained by the Defendants in O.S No. 137/2011**
IAs and its status	⇒ **I.No.1:** Application filed under Order XXXII Rule 3 of the CPC, 1908 for appointment Radha, Defendant No. 5, as guardian for the minor Defendant Nos. 6 and 7 and the Defendant No.. 10 as natural guardian of the minor Defendant No.10 as their natural guardian to protect the interest of minor Defendant Nos. 6 and 7 and Defendant No. 10. ⇒ **I.A No.2:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 14 and 15 from alienating the Schedule Property in favour of third parties. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Framing of issues
Next date of hearing	February 12, 2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively.

	Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution. Further, the Plaintiffs father had sold the Schedule Properties (self-acquired) during his lifetime. Therefore, the Plaintiff has no merits in the said suit considering the Plaintiffs have not substantiated through whom they are claiming the Schedule Property.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 490/2015 – Thayi and Ors, v. Venkataramaiah and Ors.

Case No.	O.S No. 490/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Thayi (d/o late Venkatamma), Pedakka (d/o late Sollapuramma), Yellamma (d/o late Sollapuramma), Thimakka (d/o late Sollapuramma), Nagamma (d/o late Sollapuramma) and Shahsikala (d/o late Sollapuramma)
Defendant/s	Venkataramahaih (s/o late Guruva Bovi), Venkatamma (w/o Venkataramaiah), Ramakka (d/o Venkataramaiah), Chandramma (d/o Venkatramaiah), Rajamma (d/o Venkataramaiah), Manjunatha (s/o Venkataramaiah), Gowramma (w/o Manjunatha), Subbamma (d/o Venkatramaiah), Rani (d/o Venkatramaiah), Ravi Kumar (s/o Venkatramaiah), Erappa (s/o late Guruva Bovi), Yellamma (w/o Erappa), Venkatesh (s/o Erappa), Krishnamma (w/o Venkatesh), Lakshmi (w/o Krishna), Venkatswamy (s/o Erappa), Lakshmi (w/o Venkatswamy), Nagamma (d/o Erappa), Nanjunda (s/o Erappa), Venkatappa (s/o Erappa), Lakshmamma (d/o Erappa), Chinnappa (s/o late Guruva Bovi), Yellama (w/o Chinnapa), Venkatamma (d/o Chinnappa), Shanthamma (d/o Chinnappa), Shankara (d/o Chinnappa), Manjula (d/o Chinnappa), Roopa (d/o Chinnappa), Lakshmamma (d/o late Guruva Bovi), Venkatswamyt (s/o late Guruva Bovi), Peddakka (w/o Venkatswamy), Venkatanna (s/o Venkatswamy), Soumya (w/o Venkatanna), Venkatamma (d/o Venkatswamy), Lakshmamma (d/o late Guruva Bovi), M/s NAM Estates Pvt. Ltd., V.S Aravindan (s/o Singarchari).
Filed on	May 27, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Plaintiff and Defendant Nos. 1-36 are the legal heirs of deceased Guruva Bovi. Guruva Bovi along with Muniswamy Bovi, Chikkamuniswamy Bovi, Muniyappa Bovi, Era Bovi, Munna Bovi, Doddaswamy Bovi and Appaiah Bovi purchased 120 Acres in Sy. No. 67 from Govindappa under a registered Sale Deed dated October 21, 1957. ⇒ After the death of Guruva Bovi, the Plaintiffs and Defendants are in possession of enjoyment of Schedule Properties A to C.

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	Note: The Plaintiffs have produced the genealogical tree of family of Guruva Bovi. ⇒ Confirmation Deed dated July 23, 2014 was executed in the absence of Plaintiff, and therefore the transfer of property is binding on the Plaintiff. Further, as per the Confirmation Deed dated July 23, 2014, the Defendant Nos. 1,11,23 and 31 are not made parties. **Note: Copy of the Confirmation Deed dated July 23, 2014 has produced along with the Plaint.** ⇒ **Cause of Action:** Arose on May 03, 2015 when the Defendant Nos. 37 and 38 trespassed the Schedule Property to interfere with the peaceful possession of the Schedule Property. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Judge and Decree in favour of the Plaintiff for partition and separate possession of Suit Schedule Property and to allot 1/40th share in the Suit Schedule Property. b. Declare that Confirmation Deed dated July 23, 2014 is not binding on the Plaintiff. c. Restraining Defendant Nos. 37-38 from alienating the Schedule Property either by way of sale, mortgage, crating lien, etc. either by themselves or by any of their GPA Holders, legal heirs or anybody claiming under or through them. d. Restraining Defendant Nos. 37-38 from interfering with the Plaintiff's peaceful possession and enjoyment of the Schedule Property in any manner either by themselves or by any of their GPA Holders, legal heirs, or anybody claiming under or through them.
Schedule Property	**Schedule** **A** Sy. No. 67/287 measuring 05 Acres 30 Guntas **B** Sy. No. 67/288 measuring 03 Acres **C** Sy. No. 67/P measuring 08 Acres 08 Guntas Schedule A-C situated at Navarathna Agrahara Village, Jala Hobli
Defendant/s contention	**Note - Facts as ascertained by the Defendants in O.S No. 137/2011**

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IAs and its status	⇒ **I.No.1:** Application filed under Section 28 of the Karnataka Civil Court Act, 1965, and prays to permit the Plaintiff to file the case before the Vacation Court, in view of extreme emergency. ⇒ **I.A No.2:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 37 and 38 from alienating the Schedule Property in favour of third parties. ⇒ **I.A No.3:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendant Nos. 37 and 38 from interfering with the Plaintiff's peaceful possession of the Schedule Property. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	For Steps
Next date of hearing	February 15,2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. Land measuring 3 Acres was bought from the family members of Guruva Bhovi (grandfather of the Plaintiffs). Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution. Further, the Plaintiffs grandfather have sold the Schedule Properties (self-acquired) during his lifetime. Therefore, the Plaintiff has no merits in the said suit.

AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 675/2015 – Venkatamma and Anr. v. Nagraja and Ors.

Case No.	O.S No. 675/2015
Court	Civil Judge (Senior Civil Judge) & JMFC at Devanahalli
Plaintiff/s	Venkatamma (w/o late Narayana), Chinnakka (w/o Munikrishna and d/o Salamma)
Defendant/s	Nagaraja (s/o late Muniyappa), Muniswamy (s/o late Muniyappa), Chinnaswamy (s/o late Muniyappa), Radha (w/o late Chinnaswamy), Master Murali (s/o Chinnaswamy), Baby Kavya (d/o Chinnaswamy), Munikrishna (s/o late Muniyappa), Manjula (w/o Munikrishna), Master Vasu (s/o Munikrishna), Vinay (s/o late Muniyappa), Kalamma (d/o late Muniswamy), Muniyamma (w/o late Yallappa), Doddasalamma (w/o late Yallappa), Ramakka (d/o late Muniyamma and Ramaswamy), Muniyappa (s/o late Muniyamma), Sallapuri (d/o late Muniyamma), Muna (s/o late Muniyamma), Nagaraju (s/o late Muniyamma), Venkataswamy (s/o late Muniyamma), Sanjeeva (s/o late Muniyamma), Yellamma (d/o late Muniyamma), Munivenkatamma (d/o late Chikkamuniyamma), Ramu (s/o late Chikkamuniyamma), Sallapuri (d/o late Chikkamuniyamma), Peddanna (s/o late Chikkamuniyamma), Peddakka (w/o late Chikkamuniyamma), Venkataswamy (s/o late Salamma), Marappa (s/o late Salamma), Ramesh (s/o late Salamma), V.S Aravindan (s/o Singarachari) and M/s Nam Estates Pvt. Ltd.
Filed on	September 07, 2015
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Doddamunishami Bovi, propositus of the family, had 7 children namely – Muniswamy (and is survived by Defendant Nos. 1-12), Muniyamma (and is survived by Defendant No. 14-21), Chikkamuniyamma (and is survived by Defendant Nos.22-25), Doddasalamma (Defendant No.13), Salamma (and is survived by Plaintiff and Defendant No. 26, 27, 28 and 29), Krishna abd Kalamma. Defendant Nos. 30 and 31 are the subsequent purchasers of the Schedule Prperty. ⇒ Sy. No. 67 measuring 225 Acres originally belonged to late Kempaiah. In the family partition held on July 30, 1955, K.

	Govindappa s/o late Kempaiah got his share an extent of 125 Acre in Sy. No. 67. ⇒ Thereafter, on October 20, 1957, said Govindappa sold all piece and parcel of 120 Acres (out of 125 Acres) in favour of Muniswamy Bhovi, Doddamuniswamy Bhovi, Chikkamuniswamy Bhovi, Appaiah Bhovi, Muniyappa Bhvi, Guruva Bhovi, Yerava Bhovi, Munna Bhovi, Iskodu Venkata Bhovi through registered Sale Deeds. ⇒ Defendant Nos. 1-29 are the legal heirs of Dodd Muniswamy Bhovi. After his demise, Muniswamy, in the capacity of kharta, have executed a Confirmation Deed dated August 21, 2012 in favour of Defendant Nos. 30 and 31. ⇒ **Cause of Action:** Arose in the month of July 2015 when the Defendant Nos. 30 and 31 tried to interfere with the Plaintiff's peaceful possession. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. For partition and possession of 2/6th share allotted to Salamma (mother of Plaintiff) in the Schedule Property by metes and bounds. b. Appointment of Court Commissioner for effecting partition.
Schedule Property	**A** Sy. No. 67/287 measuring 7 Acres 14 Guntas **B** Sy. No. 67/287 measuring 5 Acres 30 Guntas **C** Sy. No. 67/288 measuring 3 Acres **D** Sy. No. 67/P measuring 8 Acres 08 Guntas Schedule A to D situated at Navarathna Agrahara Village, Jala Hobli
Defendant/s contention	**Note - Facts as ascertained by the Defendants in O.S No. 137/2011**
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXII Rule 5 of the CPC, 1908 seeking to appoint Chinnaswamy who is Defendant No.3 as the guardian for his minor children who are Defendant Nos. 5 and 6 to prosecute in the said suit. ⇒ **I.A No.2:** Application filed under Order XXXII Rule 5 of the CPC, 1908 seeking to appoint Munikrishna who is Defendant

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	No.7 as the guardian for his minor children who are Defendant No.9 to prosecute in the said suit. ⇒ **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	For filing Written statement and Objections.
Next date of hearing	January 07, 2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13 Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. The Plaintiffs are the legal heirs of other 6 individuals which Embassy is not concerned. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution of Embassy. Basis these confirmation deeds Embassy is made a party to the case. The Plaintiffs have not produced documents to substantiate their claim. Therefore, the Plaintiff has no merits in the said suit.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 152/2016 – Sallapuramma and Ors. v. Venkataswamy and Ors.

Case No.	O.S No. 152/2016
Court	Civil Judge & JMFC at Devanahalli
Plaintiff/s	Sallapuramma (d/o Peddanna), Lakshmamma (d/o Pedakka), Venkatamma (d/o Pedakka), Krishna (s/o Pedakka)
Defendant/s	Venkataswamy (s/o late Narayanappa) and V.R Singarachari (s/o late Rangaswamy Iyengar)
Filed on	March 30, 2016
Filed For	Suit for Partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Doddavenkataswamy is paternal grandfather of Plaintiff No.1/ maternal great grandfather of Plaintiff Nos. 2-4 and paternal grandfather of Defendant No.1 held agricultural land in the Schedule Property. ⇒ Schedule Property is the joint and ancestral property of the Plaintiff and Defendant No.1. Further, Doddavenkataswamy is survived by – 1) Peddanna and 2) Narayanappa. Peddanna is survived by Venkataswamy, Pedakka (is survived by Plaintiff Nos. 2-4) and Marappa. Narayana (is survived by Defendant No.1). Defendant No.2 is the purchaser of the Schedule Property. ⇒ Thereafter, pursuant to dispute in the family, Sale Deed dated June 04, 1962 was executed in favour of Narayanappa. Thereafter, Venkataswamy (Defendant No.1), son of Narayanappa, executed a Sale Deed dated August 25, 2005 in favour of Defendant No.2. ⇒ Defendant No.1 has no exclusive right over the Schedule Property, and therefore any sale in favour of Defendant No. 2 is not valid in the eyes of law. ⇒ **Cause of Action:** Arose on March 18, 2016 when the Plaintiff was made aware of the illegal acts of Defendant No.1 in alienating the Schedule Property in favour of Defendant No.2. **Prayer** ⇒ The Plaintiff in the said matter has sought for partition of the Schedule Property.

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Schedule Property	Sy. No. 57/3 (Sy. No. 57/1) measuring to an extent of 2 Acres 8 ½ Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk.
Defendant/s contention	Facts as70 contended by Defendant No. 2 – ⇒ Narayana Bhovi s/o Venkataswamy Bhovi (father of Defendant No.1) purchased Sy. No. 57 measuring 5 Acres 13 Guntas situated at Hegganahalli Village from Gopalakrishna Shastry s/o Chandrashekar Shastry under registered Sale Deed dated June 04, 1962. ⇒ Narayana Bhovi sold 1 Acre in favour of R.Ramu under a Sale Deed dated August 10, 1977. After the death of Narayana Bhovi, his son, Defendant No.1, executed a Gift Deed dated March 16, 1999 w.r.t 4 guntas of land (out of remaining 4 Acre 13 Guntas) in favour Government School. ⇒ Defendant No.1 sold 2 Acres (out of 4 Acres 8 ½ Guntas) in favour of one V.S Ramanujam under a registered Sale Deed dated December 18, 2003 and remaining 2 Acres 8 ½ Guntas in favour of Defendant No.2 under registered Sale Deed dated August 25, 2005. ⇒ Thereafter, after conversion of the said property *vide* Order dated August 08, 2012, the Defendant No.2 has executed sale w.r.t to 2 Acres 8 ½ Guntas (Schedule Property) in favour of M/s Nam Estates Pvt. Ltd. under registered Sale Deed dated September 14, 2012.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC for ad interim order of temporary injunction restraining the Defendant No.2 his agents or anybody claiming through him from alienating the Schedule Property in favour of third party pending disposal of the suit. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any	None
Present status of the case	Framing of issues
Next date of hearing	January 03, 2025
Comments	Upon review of title documents provided to AZB & Partners, it is discernible to us that land bearing Sy. No. 57/1 (Old No. 57) measuring 2 Acres situated at Hegganahalli Village formed part of

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	larger extent in Sy. No. 57. The Sy. No. 57 measuring 5 Acres 13 Guntas was an Inam land and G. Gopalakrishna Shastry was an Inamdar (ex-jodidhar) of Hegganahalli Village. Further, H. Gopalakrishna Shashtry was holding the land bearing Sy. No. 57 measuring 5 Acres 13 Guntas along with other lands. Further, AZB has reviewed the endorsement dated issued by Pedda Bhovi. The endorsement dated June 18, 1960 clearly states that he is only a tenant, without occupancy rights, under Section 9A of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954. Therefore, legal heirs of Pedda Bhovi (Plaintiffs) have no merits in the present suit for partition.

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O.S No. 466/2016 – Muniyappa and Ors. v. Rathnamma and Ors.

Case No.	O.S No. 466/2016
Court	Civil Judge (Senior Division) & JMFC at Devanahalli
Plaintiff/s	Muniyappa (s/o late Marappa), Srinivas (s/o late Marappa), Nagarathna (d/o Krishnappa), Shamala (d/o Krishnappa)
Defendant/s	Rathnamma (s/o late Venkataswamy), Muniraju (s/o late Venkataswamy), Subbarayappa (s/o late Venkataswamy), Ravi (s/o late Venkataswamy), Muniyamma (d/o late Pendanna), Krishnappa (s/o late Pedanna), Lakshmamma (w/o late Marappa), Marakka (d/o late Pedanna), Venkatamma (w/o late Muniyappa), Karthik (s/o late Muniyappa), Lalitha (d/o late Muniyappa), Shridhar Shetty (s/o HAnumanthappa Shetty), Krishnakumar (s/o Munkundarajan), M/s Swire Investment Pvt. Ltd.
Filed on	July 05, 2016
Filed For	Suit for partition, declaration and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Sy. No. 95 (Old Sy. No. 51/52 in Block No.52) measuring 15 Guntas situated at Nagamangala Village was granted to late Peddanna (s/o Mara Bovi) on February 07, 1997 and saguvali chit was issued in the name of Peddana *vide* grant Order dated February 13, 1997. ⇒ Plaintiff Nos. 1 and 2 are the grandsons of late Peddanna and children of late Marappa. Plaintiff Nos. 3-4 are granddaughter of late Peddanna and children of Krishnappa (Defendant No. 6). Defendant No. 7 is the wife of late Marappa and Defendant No. 8 is the daughter of late Peddanna. Defendant No.9 is the wife and Defendant Nos. 10-11 are minor children of late Muniyappa and grandgaughters of Pedanna respectively. ⇒ Upon the death of Pedanna on September 30, 2004 ⇒ **Cause of Action:** Arose on March 18, 2016 when the Plaintiff was made aware of the illegal acts of Defendant No.1 in alienating the Schedule Property in favour of Defendant No.2. **Prayer** ⇒ The Plaintiff in the said matter has sought for partition of the Schedule Property.

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Schedule Property	Sy. No. 95 (Old No. 51/52) measuring 15 Guntas at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore District, Bangalore
Defendant/s contention	**Facts – as ascertained by Defendants** ⇒ Late Pedanna was the propositor in title of the Plaintiffs and Defendants 1 to 11 and he had 4 sons and 2 daughters namely Late Marappa the father of Plaintiffs 1 and 2, Krishnappa the Defendant No.6 herein and father of Plaintiff No.3 and 4, Late Venkataswamy the husband of Defendant No.1 and Defendant No. 2 to 4, Late Muniyappa the husband of Defendant No.9 and father of Defendant No.10 and 11, daughters namely namely Smt. Muniyamma and Marakka being Defendant No.5 and 8 herein and they are the Class 1 heirs of Late Pedanna, after his demise some of his Class 1 heirs namely Late Marappa, Late Muniyappa and Krishnappa along with the wife of Late Venkataswamy had sold the Suit Schedule Property in favour of Defendant No.13 through their GPA holder being Defendant No.12 herein under a Registered Sale Deed September 17, 2012. Subsequently the other legal heirs of Late Pedanna namely his daughters being Defendant No.5 and 8 along with legal heirs of the other Class 1 heir Late Venkataswamy being Defendant No.2 to 4, have executed a Registered Deed of Confirmation on December 17, 2014 to the Sale Deed dated September 17, 2012 obtained by Defendant No.13 over the Suit Schedule Property. ⇒ Schedule Property had been therefore lawfully and legally alienated by all the Class 1 heirs of Late Pedanna in favour of Defendant No.13. ⇒ The Plaintiffs who are seeking a share in the property alienated by their own fathers during their lifetime along with other Class 1 heirs of Pedanna, have absolutely no legal right to do so, since they had no right over the Schedule Property.
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXII Rule 3 and 4 of the CPC r/w Section 151 of the CPC for appointment of Venkatamma as a natural guardian of] Defendant Nos. 10 and 11 (Karthik and Lalitha) for the purpose of filing the suit. ⇒ **I.A No.2:** Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction preventing the Defendant No.14, its agents, servants or

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	anybody acting under them from alienating or encumbering the Schedule Property by way of gift or any modes of transfer pending disposal of the case. **Note: AZB has been informed that there is no stay order operating against Embassy.**
	None
Present status of the case	Plaintiffs evidence
Next date of hearing	January 21, 2025
Comments	The present suit is filed by legal heirs of Peddanna. Further, the Schedule Property was sold by Krishna, Marappa, Muniyappa and Rathnamma, all children of Peddanna, in favour of Krishna Kumar for consideration under Sale Deed dated June 01, 2005. At the time of Sale Deed dated June 01, 2005, all the Plaintiffs were minors. Further, Sale Deed Dated June 01, 2005 was executed by Krishnappa and others for family/legal necessity and education expenses of the minors (Plaintiffs) as recorded in said Sale Deed. Therefore, the Plaintiffs having derived the benefit from the aforementioned sale cannot file a suit for partition. The Plaintiffs have a weak case on the merits.

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O.S No. 770/2016 – Muniyappa and Ors. v. Raju and Ors.

Case No.	O.S No. 770/2016
Court	Civil Judge (Senior Division) & JMFC at Devanahalli
Plaintiff/s	Muniyappa (s/o late Marappa), Krishnappa (s/o late Jagannatha Bhovi), Chinnakka (w/o Narayana), Shankar (s/o late Muniswamy), Salamma (w/o late Narasimhaiah), Chinnakka (d/o Jagganatha Bhovi), Muniyamma (w/o late Narasimhaiah), Muniyappa (s/o late Muniyappa) and Venkatamma (d/o late Muniyappa)
Defendant/s	Raju (s/o Muniswamy) and 95 others
Filed on	November 09, 2016
Filed For	Suit for partition, declaration and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ The Plaintiffs and Srinavasa (s/o Muniswamy), the Defendant No.14, are the legal heirs of late Jagannatha Bhovi (s/o Muniya Bhovi) constitute HUF. ⇒ During the lifetime of Jagannatha Bhovi,Muniyappa along with his siblings purchased the land Schedule Property by virtue of Sale Deed dated October 21, 1957 from Govindappa (s/o Kempaiah). **Note – Defendant Nos. 16 to 90 are legal heirs of Muniswamy Bhovi, Doddamuniswamy Bhovi, Chikka Muniswamy Bhovi, Appaiah Bhovi, Guruva Bhovi, Era Bhovi, Muna Bhovi and Iskoda Bhovi (children of Jagannatha Bhovi).** **Note – The Plaintiffs have produced the copy of the Genealogical Tree.** ⇒ The Plaintiff Nos. 1-2 are the sons of late Jagannatha Bhovi. Plaintiff No. 3 is the wife of late Narayana, son of Jagannatha Bhovi. Plaintiff No. 4 is the grandson and Plaintiff Nos. 5 and 6 are the daughters of Jagannatha Bhovi. Plaintiff No. 7 is the daughter of Muniswamy Bhovi (granddaughter of Jagannatha Bhovi). Defendant Nos. 8 and 9 are granddaughters of Jagannatha Bhovi. ⇒ Legal heirs of of Muniswamy Bhovi, Doddamuniswamy Bhovi, Chikka Muniswamy Bhovi, Appaiah Bhovi, Guruva Bhovi, Era Bhovi, Muna Bhovi and Iskoda Bhovi have have

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	alienated the Schedule Property in favour of Defendant Nos. 91-96, and have executed a Confirmation Deed on August 22, 2016 in favour of – a) Defendant Nos. 95-96 in respect of portion of 11 Acres 08 Guntas b) Defendant No. 95 in respect of 13 Acres 04 Guntas. ⇒ M. Munivenkatappa (s/o late Muniswamy Bhovi), Erappa (s/o Guruva Bhovi) and his legal heirs, Abbaiah (legal heris of Muna Bhovi) purchased the Schedule Property by virtue of Sale Deed dated October 21, 1957, and have filed suit for partition and separate possession in O.S No. 1329/2006 against Muniyappa and others. The Plaintiffs herein are not made party to the said suit. **Note: The Plaintiffs have produced the copy of the Plaint in O.S No. 1329/2006.** ⇒ Government initiated proceedings against the Defendant Nos. 91-93 in RRT(2) N(A)/CR/770/2009-10 c/w RRT(2) N(A)/CR/810/2009-10 upon application under Section 136(3) of the Karnataka Land Revenue Act in respect land measuring 225 Acres in Sy. No. 67 situated at Navarathna Agrahara Village. Thereafter, the Special Deputy Commissioner has dropped the said proceedings. **Note: The Plaintiffs have produced the copy of Order of the Special Deputy Commissioner dropping the said proceedings. Further, the Plaintiffs have produced RTCs to evidence their joint possession, and the same.** ⇒ Defendant Nos. 91-96 claim title over the Schedule Property on the basis of sale executed by Gurudeep Singh. However, the suit was decreed against Gurudeep Singh in O.S No. 42/1971. **Note: The Plaintiffs have produced copy of the decree in O.S No. 42/1971.** ⇒ **Cause of Action:** Arose on September 15, 2016 when the Plaintiffs approached the Defendant Nos. 1-16 for partition, and the request for partition was rejected. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Declaration and allotment of Plaintiffs legitimate share in the Schedule Property from the share of late

	Muniyappa Bhovi i.e., 13 Acres 13 Guntas in the Schedule Property by metes and bounds. b. Declare that the Confirmation Deed dated August 22, 2016 executed by Defendant Nos. 1-16 in favour of Defendant Nos. 95-96 in repsect of 24 Acres 12 Guntas in Schedule Property as not binding on the Plaintiffs. c. Injunction restraining the Defendants from interfering in peaceful possession and enjoyment of Schedule Property. d. Enquiry into mesne profits.
Schedule Property	Sy. No. 67 measuring 120 Acres situated at Navarathna Agrahara Village, Kundana Hobli, Devanahalli Taluk.
Defendant/s contention	**Note - Facts as contended by Defendant Nos. 95 and 96 are similar to contentions taken by the Defendants in O.S No. 137/2011 concerning the same survey number.**
IAs and its status	⇒ **I.A No.1:** Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction preventing the Defendant Nos. 91-96, its agents, GPA Holders, or anybody claiming under them, not to alienate the the Schedule Property by way of gift or any modes of transfer pending disposal of the case. ⇒ **I.A No.4:** Application under Section 10 r/w Sections 151 of the CPC filed by the Defendant Nos. 33, 67-73 and 75 for stay of further proceedings till disposal of suit in O.S No. 1329/2006 pending before this Court. The I.A No. 4 was dismissed with costs on the grounds that – a. The Plaintiffs in the present suit are not parties to O.S No. 1329/2006. b. The reliefs claimed in the said suit and O.S No. 1329 are different except for commonality of Schedule Property in the two proceedings. **Note: AZB has been informed that there is no stay order operating against Embassy.**
	None
Present status of the case	For taking steps
Next date of hearing	January 02, 2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in

	favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13 Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. The Plaintiffs are the legal heirs of other 6 individuals which Embassy is not concerned. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution of Embassy. Basis these confirmation deeds Embassy is made a party to the case. The Plaintiffs have not produced documents to substantiate their claim. Therefore, the Plaintiff has no merits in the said suit.

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O.S No. 24/2017 – Dasamma and Ors. v. Nagaraj and Ors.

Case No.	O.S No. 24/2017
Court	Civil Judge (Senior Division) & JMFC at Devanahalli
Plaintiff/s	Dasamma (w/o late Sallappa), Narayswamy (s/o late Sallappa), Ramachandra (s/o late Sallappa) and Jayalakhmi (d/o Sallappa)
Defendant/s	Nagaraj (s/o Sallappa), Padma (w/o Nagaraj), Nagalatha (w/o late Govindaraju), G. Sandyarani (d/o late Govindaraju), Archana G (d/o late Govindaraju), Bharath Kumar N.G (s/o late Govindaraju), Venkatesh (s/o late Salappa), B.S Narayan (s/o late Sundarajan), V.S Aravindan (s/o Singrachari), C. Krishna Kumar (s/o C. Mukundarajan)
Filed on	January 10, 2017
Filed For	Suit for partition, declaration and permanent injunction
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Plaintiffs, Defendant No.1, late Govindaraju (survived by Defendant Nos. 3-7) are the joint owners of the Schedule Property. ⇒ Plaintiff No.1 (w/o Salappa), Plaintffs Nos. 2-4, Defendant No.1 and Defendant No. 7 (children of Salappa) and Govindaraju have failed to effect partition. Therefore, the Plaintiffs filed suit for partition and separate possession in O.S No. 445/2010 before the Civil Judge & JMFC, Devanahalli. The Trial Court in O.S No. 445/2010 decreed the suit on September 28, 2015, and as per the decree the Plaintiffs, late Govindaraju and Defendant Nos. 1-7 are entitled to 2/8th share in the Schedule Property. **Note – The Plaintiffs have produced the copy of the Genealogical Tree.** ⇒ Defendant Nos. 1-2 in collusion with Defendant Nos. 8-9 have executed a sale in favour of Defendant No. 1 under registered Sale Deed dated October 07, 2015 in respect of Item No.1. ⇒ Defendant Nos. 3-6 in collusion with Defendant Nos. 8-9 have executed a sale in favour of Defendant No.10 under registered Sale Deed dated October 07, 2015 in respect of Item No.2. ⇒ Defendant No.10 fraudulently obtained Khata in MR No. H26/2015-16 and MR No. H27/2015-16.

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Note – The Plaintiffs have produced the copy of the mutation extracts reflecting the name of Defendant No10 as the owner.

⇒ Defendant No.1 filed a regular appeal in R.A No. 23/2015, and the same as was transferred to District and Sessions Judge at Devanahalli. The appeal has been re-numbered as R.A No. 15091/2016, and the same is pending.

R.A No. 15091/2016 -

Legal heirs of Govindaraj (along with Nagaraj) preferred an appeal under Section 96 r/w Order XXXXI Rule 1 of CPC challenging Judgment dated September 28, 2015 passed by the Civil Judge and JMFC, Devanahalli in O.S No. 445/2010. The District and Sessions Judge allowed the appeal and set aside the Judgment dated September 28, 2015 passed in O.S No. 445/2010.

Being aggrieved by the Judgment in R.A No. 15091/2016, Dasamma (along with Narayanaswamy, N.S Ramachandra, Jayalakshmi) preferred a second appeal before the High Court in R.S.A No. 2496/2017 challenging the correctness of the Judgment in R.A No. 15091/2016. The second appeal is currently pending before the High Court and adjourned to December 10, 2024.

⇒ **Cause of Action:** Arose on June 21, 2016 and again on December 22, 2016 when the Defendants interfered with peaceful possession and enjoyment of Schedule Property by the Plaintiff.

Prayer

⇒ The Plaintiff in the said matter has sought for –

a. Declaration that Sale Deed dated October 07, 2015 executed by Defendant Nos. 1-2 in favour of Defendant No. 10 as not binding on the Plaintiff in respect of Item No.1
b. Declaration that Sale Deed dated October 07, 2015 executed by Defendant Nos. 3-6 in favour of Defendant

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<table>
<tr><td></td><td>No. 10 as not binding on the Plaintiff in respect of Item No.1
c. Restrain Defendant Nos. 8-10, their agents, servants, henchman or anybody else claiming through or unde them, from interfering or disturbing Plaintiff's peaceful possession and enjoyment over the Schedule Property.</td></tr>
<tr><td>Schedule Property</td><td><table><tr><td>Item No.1</td><td>Sy. No. 114 (Old Sy. No. 51/P28) measuring 1 Acre</td></tr><tr><td>Item No.2</td><td>Sy. No. 119 measuring 1 Acre 04 Guntas</td></tr></table>
Item Nos. 1-2 situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District.</td></tr>
<tr><td>Defendant/s contention</td><td>Facts as contended by Defendant No. 8 –
Item No.1
⇒ Govindaraju was independently cultivating a portion of land measuring 1 Acre 04 Guntas in Sy. No. 51. After the introduction of Land Revenue Act, the portion of land under the unauthorised occupation and cultivation was granted in his favour by issuing Saguvali Chit dated February 13, 1997.
⇒ Family of Govindaraju have executed a sale in favour of Defendant No.10 under registered Sale Deed dated October 07, 2015.
Note: The Defendant No. 8 has produced a copy of Saguvali Chit.

Item No.2
⇒ Defendant No.1 was in authorized occupation of land measuring 1 Acre. Saguvali Chit dated February 13, 1997 was issued in his favour.
⇒ The decree obtained in O.S No. 445/2010 is under consideration before the Appellate Court in R.A No. 15091/2016.
⇒ Defendant No. 1 and family executed a sale in favour of Defendant No.10 under Sale Deed dated February 13, 1997.</td></tr>
<tr><td>IAs and its status</td><td>⇒ I.A No.1: Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction restraining Defendant No.10 or its henchman, representatives, or its power of attorney holders and any person claim under,</td></tr>
</table>

	either from alienating or from creating any encumbrance or lien over the Schedule Property. ⇒ **I.A No.2:** Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction restraining Defendant Nos.8-10 and their agents or any person acting through or under them from changing the nature of Schedule Properties in order to protect the interest of Schedule Property. **Note: The Defendant Nos. 8-10 being aggrieved by –** **a. Order dated June 16, 2017 allowing the I.A No.1 filed under Order XXXIX Rule 1 and 2 of the CPC by the Plaintiff.** **b. Order dated June 16, 2017 rejecting the I.A No. 4 filed under Order XXXIX Rule 4 of the CPC to vacate the status-quo Order granted in favour of Plaintiff on January 20, 2017.** **preferred an appeal in M.F.A No. 5981/2017 before the High Court of Karnataka. The High Court of Karnataka vide Order dated August 01, 2018 stayed the Order of the Trial Court passed in I.A No.1 and I.A No.4.** **Note: Therefore, there is no stay operating against the Defendants from alienating the Schedule Property in the present appeal.** **The appeal is currently pending on the file of the High Court. The matter is adjourned to November 28, 2024 for Admission. However, the first appeal in M.F.A No. 5981/2017 is infructuous considering the O.S No. 24/2017 is dismissed.**
	None
Present status of the case	Dismissed
Next date of hearing	Suit dismissed on 28-11-2024
Comments	The Trial Court dismissed the suit for partition filed by Plaintiffs on the following grounds - a. Certificate of the Grant was issued for the upliftment of Govinda Raju (s/o Sallappa) in respect of 1 Acres 04

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	Guntas. Therefore, Item No.2 (Sy. No. 119) is not the ancestral property of Govinda Raju. Further, children of Govinda Rahu do not have coparcenary rights over granted land. b. Therefore, any sale executed by Govinda Raju in favour of third parties cannot be challenged by his legal heirs. **Note** – The Plaintiffs are entitled to appeal the captioned judgment/decree. The law prescribes a statutory period of 90 days to appeal the judgment/decree. The onus is on the Plaintiff to disprove the reasoning on the Trial Court. In any event, the Plaintiffs have a weak case on merit. However, Embassy will file caveats before the Court for intimation of the Plaintiffs fling a appeal, if any.

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R.F.A No. 1741/2018 – Manjula and Ors. v. Eramma and Ors.

Case No.	R.F.A No. 1741/2018
Court	High Court of Karnataka
Plaintiff/s	Manjula (w/o late Muniraju and d/o late Venkataswamy), Padma (d/o late Venkataswamy) and Munikrishna (s/o late Venkataswamy)
Defendant/s	Eramma (w/o late Marappa) and 45 others
Filed on	October 10, 2018
Filed For	First Appeal
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ The suit for partition in O.S No. 752/2015 was filed in the backdrop of family of late Doddavenkataswamy entering into Confirmation Deed dated January 01, 2012 with Respondent No. 38-43. Further, the Plaintiffs were not party to the said Confirmation Deed. ⇒ The Respondent Nos. 41 and 46 filed an application under Order VIII Rule 11(a)&(d) of the CPC seeking rejection of plaint in O.S No. 752/2015 on the grounds that the plaint on the grounds that – (a) non-disclosure of cause of action and (b) barred by law. ⇒ The Respondent Nos. 41 and 46 placed reliance on the fact that the alienation reflected in the plaint have all transpired before December 20, 2004 as such under Section 6 of the Hindu Succession Act, 1965 any disposition or alienation including any partition before December 20, 2004 shall not invalidate the said transaction. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. To set aside the judgment and decree dated April 02, 2018 passed in O.S No. 752/2015 on the file of Senior Civil Judge and JMFC at Devanahalli.
Schedule Property	**A** – Sy. No. 56 measuring 4 Acres 10 Guntas **B** – Sy. No. 58 measuring 3 Acres 20 Guntas

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	Schedule A and B situated at Hegganahalli Village, Kundana Hobli, Devanahalli, Taluk, Bangalore Rural District.
Defendant/s contention	**Note: Embassy is yet to file its written statement**
IAs and its status	⇒ **I.A No.1:** Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction preventing the Defendant Nos. 91-96, its agents, GPA Holders, or anybody claiming under them, not to alienate the the Schedule Property by way of gift or any modes of transfer pending disposal of the case. ⇒ **I.A No.4:** Application under Section 10 r/w Sections 151 of the CPC filed by the Defendant Nos. 33, 67-73 and 75 for stay of further proceedings till disposal of suit in O.S No. 1329/2006 pending before this Court. The I.A No. 4 was dismissed with costs on the grounds that – a. The Plaintiffs in the present suit are not parties to O.S No. 1329/2006. b. The reliefs claimed in the said suit and O.S No. 1329 are different except for commonality of Schedule Property in the two proceedings. **Note: AZB has been informed that there is no stay order operating against Embassy.**
	None
Present status of the case	Orders
Next date of hearing	No next date has been assigned in the captioned matter
Comments	The Plaintiffs have no merits considering the Trial Court has rejected has the pleadings (plaint) of the Plaintiffs in O.S No. 752/2015 as being barred under the law. Judgment/Decree of the Trial Court dismissing the plaint of the Plaintiff appears to be a well-reasoned.

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O.S No. 385/2019 – Narayanaswami and Anr. v. Venkataswami

Case No.	O.S No. 385/2019
Court	Civil Judge & JMFC, Devanahalli
Plaintiff/s	Narayanaswami (s/o Venkataswami), Manjunatha (s/o Venkatsaswami)
Defendant/s	Venkataswami (s/o late Narayana Bhovi), Chandramma, V.R Singarachari (s/o late Rangaswamy Iyengar), Ramanujam (s/o V.R Singarachari)
Filed on	August 20, 2019
Filed For	Suit for partition and declaration
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Narayana Bhovi is survived by Venkataswami and Chandramma (Defendant Nos.1-2), his sons, and one daughter. ⇒ Narayana Bhovi purchased land bearing Sy. No. 57 measuring 5 Acres 13 Guntas situated at Hegganahalli Village under Sale Deed June 04, 1962. During lifetime of Narayana Bhovi, 1 Acre (out of 5 Acres 13 Guntas) in Sy. No. 57 sold in favour of N.Ramu. ⇒ After the death of Narayan Bhovi, the Defendant Nos. 1 and 2 and their family members are in joint possession of the said property. In the year 1999, Venkataswami (Defendant No.1) executed a Gift Deed to an extent of 4 ½ Guntas in favour of Government School. ⇒ Thereafter, the Plaintiff is made aware of the fact that Defendant Nos. 1-2 have executed a sale in favour of Defendant No.3 under Sale Deed dated December 18, 2003 and August 25, 2005. ⇒ **Cause of Action:** Arose on June 24, 2019 when the Plaintiff was made aware of the sale of Schedule Property in favour of Defendant No.3 **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Partition of Schedule Property and allot 2/6th share to the Plaintiff.

	b. Declare that the Sale Deeds dated December 18, 2003 and August 25, 2005 as not binding on the Plaintiff.
Schedule Property	Sy. No. 57/1 (Old Sy No. 57) measuring 4 Acres 8 ½ Guntas situated at Hegganahalli Village, Kundana Hobli, Devanahalli, Taluk, Bangalore Rural District.
Defendant/s contention	Embassy is yet to file its written statement in the captioned suit.
IAs and its status	⇒ **I.A No.2:** Application under Order XXXIX Rule 1 and 2 of the CPC to issue an ad interim order of temporary injunction preventing the Defendant Nos.3-4 their agents or anybody claiming under or through them from alienating the Schedule Property in favour of third parties. The Trial Court *vide* Order dated August 22, 2018 has granted ex-parte ad interim injunction against Defendant Nos. 3-4 from alienating the Schedule Property in favour of third parties. **Note – We understand that the interim order is operating against the Defendant Nos. 3-4 from alienating the Schedule Property till July 11, 2022.** ⇒ **I.A No.3**: Application filed by Defendant Nos. 3-4 under Section 151 of the CPC seeking permission to file written statement. The Trial Court its Order allowed the I.A No.3. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	None
Present status of the case	Await Summons
Next date of hearing	December 11, 2024
Comments	The Schedule Property was sold by Venkataswamy (s/o Narayana Bhovi) along with his wife and son namely – Sudha, Narayanaswamy (minor)(Plaintiff) along with Chandramma (d/o Narayana Bhovi) in favour of third parties under Sale Deeds dated December 18, 2003 and August 25, 2005.

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	The limitation period for a minor to challenge the sale deed executed by the legal heir is prescribed as 3 years from date of attaining majority. It appears from the plaint that – a. The Plaintiff is well within the limitation period prescribed under the Limitation Act, 1963. The Plaintiff has right to challenge the alienation of the Schedule Property in favour of third party. b. Plaintiff No.2 was not born when the Sale Deed dated December 18, 2003 was executed in favour of V.S Ramanujam. However, Plaintiff No.2 will have right in respect of 2A 8 ½ Guntas in Sy. No. 57/3 sold in favour of V.R Singarachari under Sale Deed dated August 25, 2005. The Schedule Property is part of the development plan and third party interests have been created. It is also pertinent to state that - (a) only 12 Guntas out of the total extent in Sy. No. 57/3 forms part of the development as per the sanctioned Development Plan (b) approximately 4 guntas of land vis-à-vis 12 Guntas of land underdevelopment in Sy. No. 57/3 will be affected as per the prayers sought in the plaint. **Note – The schedule of the property is wrongly stated to include 4 Acres 8 ½ Guntas. However, as per the documents provided to AZB, Sy. No. 57/3 measures 2 Acres 8 ½ Guntas.**

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O.S No. 1144/2022 – Nagaveni v. Gowramma and Ors.

Case No.	O.S No. 1144/2022
Court	Civil Judge (Senior Division) & JMFC
Plaintiff/s	Nagaveni (d/o late Anjinappa and w/o Neelakanta Murthy)
Defendant/s	Gowramma (w/o late Anjinappa), Ravi. A (s/o late Anjinappa), M/s Nam Estates Private Limited
Filed on	September 29, 2022
Filed For	Suit for partition
Brief Facts of the case	**Facts as ascertained by the Plaintiff** ⇒ Defendant No.1 is the mother of Plaintiff and Defendant No.2 is her brother. The propositus Anjinappa H, married Defendant No.1. Out of the wedlock they have two children – Ravi A (Defendant No.2) and Nagaveni (Plaintiff). ⇒ Anjinappa, father of Plaintiff, purchased the land bearing Sy. No. 67 of Navarathna Agrahara Village measuring an extent of 13 Acres 4 Guntas from Venkatabhovi (s/o Doddavenkatabhovi) under a Sale Deed dated December 03, 1969. ⇒ Thereafter, Anjunappa sold 4 Acres 10 Guntas (out of 13 Ares 4 Guntas) in favour of Ramanjinappa under Sale Deed dated January 28, 1986. ⇒ The family of Plaintiff effected partition on February 20, 1980 and based on the same, Plaintiff's share was crystallised at 5 Acres 30 Guntas in Sy. No. 67/287 situated at Navarathna Village. ⇒ Defendant No.2 executed a sale in favour of M/s Nam Estates Pvt. Ltd. under a registered Sale Deed dated July 14, 2004. ⇒ **Cause of Action:** Arose during the first week of August 2022 when the Plaintiff approached the Defendant Nos. 1 and 2 for partition. **The Plaintiff has annexed the following documents –** **a. Genealogical Tree** **b. RTCs for the year 2015-16, 2020-21 and 2021-2022.** **c. Conversion Order.** **d. Mutation Register Extracts.** **e. Sale Deed dated July 14, 2004**

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	f. Sale Deed dated December 03, 1969 **g. Sale Deed dated January 28, 1986** **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Pass judgment and decree declaring that the Plaintiff is entitled for 1/3rd share in the Schedule Property, and to put her in separate possession and enjoyment of her share. b. Conduct enquiry regarding *mesne profit.*
Schedule Property	Sy. No. 67 measuring 5 Acres 30 Guntas situated in Navarathna Agrahara Village, Jala Hobli, Devanahalli Taluk.
Defendant/s contention	**Facts – as ascertained by Defendants** ⇒ Defendant No.2-4 herein were in unauthorised cultivation of the Item No.1 and 2 of the suit schedule property respectively, since a long time and they had filed separate applications before the appropriate authority seeking for regularization of unauthorized occupation of the said lands in their favour. Consequently, the Tahsildhar, Devanahalli issued a Saguvali Chit in favour of the Defendant No.2 herein with respect to land measuring 1 Acre 4 guntas in Sy.No.51/P27 situated at Nagamangala Village, Kundana Hobli, Devanahalli Taluk i.e., item No.1 of the suit schedule property and a Saguvali Chit in favour of the Defendant No.4 herein with respect to land measuring 1 Acre in Sy.No.51/P28 at Nagamangala Village, Kundana Hobli, Devanahalli Taluk i.e., item No.2 of the suit schedule property. ⇒ Defendant No.2 during his lifetime along with his wife i.e., the Defendant No.3 and his children namely Archana.G and Bharath Kumar S.G sold the Item No.1 suit schedule property (New Sy.No.119) in favour of Defendant No.11 herein for valuable sale consideration through Sale Deed dated October 07, 2015 and the Defendant No.11 was put in possession. ⇒ Defendant No.4 along with his wife i.e., the Defendant No.5 and his daughter namely Manasa sold the Item No.2 suit schedule property (New Sy. No.114) in favour of Defendant No.11 herein for valuable sale consideration through Sale Deed dated October 07, 2015.

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	⇒ Item Nos.1-2 granted in favour of the Defendant Nos.2-4 respectively was their absolute property and no one except the Defendant Nos.2-4 herein derived any right or interest to deal with the same. ⇒ Therefore, the Plaintiffs do not have right to file a suit for partition against the Defendants in the said matter.
IAs and its status	**Note: AZB has been informed that there is no stay order operating against Embassy.**
	None
Present status of the case	Plaintiff's evidence
Next date of hearing	December 12, 2024
Comments	The Plaintiffs are the legal heirs of H. Anjanappa. However, Anjanappa executed a Sale Deed dated January 28, 1986 in favour of M/s Nam Estates Pvt. Ltd. for consideration. The strength of the case of the Plaintiff is weak for the following reasons – Schedule Property is self-acquired property of the H. Anjanappa (father of Plaintiff). Therefore, the Plaintiffs do not have rights to claim partition over self-acquired property of Plaintiff's father.

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O.S No. 179/2019 – Venkatamma and Ors. v. Jayamma and Ors.

Case No.	O.S No. 179/2019
Court	Senior Civil Judge at Devanahalli
Plaintiff/s	Venkatamma (w/o late M. Ramu), Sri R Guruprasad (s/o late M. Ramu), Kumari R Swetha (d/o late M. Ramu), Nanjappa M (s/o late Muniswamy Bhovi), Hanumantha M (s/o late Muniswamy Bhovi), Govinda M (s/o late Muniswamy Bhovi).
Defendant/s	Jayamma (w/o late Muniswamappa), Nanjamma(d/o of late Muniswamappa), Munirathna(d/o of late Muniswamappa), Sakamma (w/o Ramaiah, d/o of late Muniswamappa),. Shanthamma (w/o Raju, d/o of late Muniswamappa), Lakshmamma (w/o late Arjuna, d/o of late Muniswamappa), Geetha(w/o Kantharaju, d/o late MuniswamappaRoopa (w/o Vajramni, d/o late Muniswamappa), Muniyakka (w/o Ramu, d/o late Venkataswasmy), Muneshwari (w/o T. Srinivasa, d/o late Venkataswasmy), Manjula (w/o Muniyappa, d/o late Venkataswasmy), Nagamma (w/o Nagaraju, d/o late Muniyappa), Nagaraju (s/o late Muniyappa), Manjula(w/o Shama, d/o late Muniyappa), Geetha (w/o Papanna, d/o late Muniyappa), Ramesha (s/o late Muniyappa), Muniraju (s/o late Muniyappa), Muniyakka(w/o Munivenkatappa), Nagaraja(s/o late M. Munivenkatappa), Lakshmi (d/o late M. Munivenkatappa, w/o Mohan), Rekha (d/o late M. Munivenkatappa, w/o Gangaraju), M/s Nam Estates Private Ltd, V.S. Aravindan(s/o V.R Singachari)
Filed on	March 12, 2019
Filed For	Suit for partition and physical possession
Brief Facts of the case	⇒ On 21 /10/1957 Govindappa executed a registered sale deed in favour of Muniswlamy Bhovi, Chikkamniswamy Bhovi, Muniyappa Bhovi, Guruva Bhovi, Era Bhovi, Munna Bhovi, Guruva Bhoi, 'Dodda Muniswamy Bhovi, Iskoda Venka Bhovi and Appaiah Bhovi registered in the office of the Senior Sub-Registrar, Bangalore South Taluk, as Document No.1770/1957-58 thereby selling the land bearing Survey No. 67 measuring 120 acres, out of 125 acres, situated at Navarathna Agrahara Village, Jala Hobli, Devanahalli Taluk (presently Bangalore (Additional) North Taluk

	⇒ Each purchasers possesses 1/9 th of equal undivided share of the property ⇒ Special Deputy Commissioner for Inam Abolition, Bangalore District in Case No.2//1958-59 on 21/01/1959 passed an order re-granting (out of Survey No.67) a portion of property measuring 125 acres in favour of the purchasers. ⇒ On of the purchasers being Muniswamy Bhovi was re-granted 16 acres 20 guntas (out Survey no. 67), this land was subject to durast and assigned with new sub number as Sy. No. 123, and mutation came to be accepted for the land in the name of Muniswamy Bhovi. ["**Suit schedule property**"] ⇒ Muniswamy Bhovi died in 1990. During his lifetime he constituted a HUF consisting of himself and his children. ⇒ Through his first wife, Smt. Chikka Venkatamma (who died in 1956) Muniswamy Bhovi had four sons and two daughters namely 1. Muniswamappa_2] Smt. Muniyamma 3] Venkatmma 4] Venkataswamy 5] Muniyappa and 6] Munivenkatappa. ⇒ Through his second wife Smt. Muniyamma (who died in 2017) , Muniswamy Bhovi had had four sons namely 1] M. Ramu 2] M. Nanjappa 3] M. Hanumantha and 4] M. Govinda. ⇒ M Ramu died about 7 years back, leaving behind his wife Smt. Venkatamma, and a son and daughter named I] R. Guruprasad and 2] R. Swetha respectively. ⇒ All children of Muniswamy Bhovi are coparceners of the HUF, and the suit schedule property is in joint possession and enjoyment of all of them. The HUF was continued after Muniswamy Bhovi's death and enjoyed joint possession and enjoyment of the suit property. ⇒ Muniswamappa (s/o late muniswamy bhovi) died leaving behind: his wife Smt. Jayamma and seven daughters namely 1] Nanjamma 2] Munirathna 3] Sakamma 4] Shanthamma 5] Lakshmamma 6] Geetha and 7] Roopa. His legal heirs have jointly inherited his undivided share in the suit property. ⇒ Smt. Muniyamma (d/o late Muniswamy bhovi) died before Muniswamy Bhovi. ⇒ Smt. Venkatamma (d/o late Muniswamy bhovi) died before Muniswamy Bhovi.

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	⇒ Venkataswamy (s/o late Muniswamy bhovi) died leaving behind only his three daughters namely 1] Muniyakka 2] Muneshwari and 3] Manjula. His daughters have jointly inherited his undivided share in the suit property. ⇒ Muniyappa (s/o late muniswamy bhovi) died leaving behind only his three sons and three daughters namely 1] Nagamma 2] Nagaraju 3] Manjula 4] Geetha 5] Ramesh and 6] Muniraju. His sons and daughters have jointly inherited his undivided share in the suit property. ⇒ Munivenkatappa, (s/o late muniswamy bhovi) died leaving behind his wife Smt.Muniyakka, a son Nagaraj, two daughters namely Lakshmi and Rekha. His wife and children have succeeded the suit property to the extent of Munivenkatappa's undivided share. ⇒ Thus, the plaintiffs and the defendant Nos. 1 to 21 are co-owners of the Schedule Property and have been 'in continuous joint possession of Schedule Property after the death of their respective fathers. ⇒ Each one of the Plaintiffs and Defendant Nos. 1 to 18 are entitled to equal share each, ⇒ The suit schedule property has not been divided and partitioned, and hence each one of them is entitled to the extent of their respective undivided share. ⇒ A suit was filed in O.S.No.42/1971 for declaration and injunction. Wherein it was specifically alleged that: o Venkata Bhovi, not being a purchaser, has no right over the property. Being a stranger to the suit property Venkata Bhovi cannot convey title over any portion of the suit property to Annayappa (s/o Hanumanthayappa). Thus, the sale deed dated 8/9/1970 per which Annayappa purchased 13 acres of land in the suit property is fraudulent. o Consequently, sale deed dated 26/11/1970 per which Annayappa transferred the 13 acres to Gurudeep Singh Siddhu and 6 others is also illegal. o Thus, the right of the plaintiffs over the suit property remains unaffected, as both the sale deeds aforementioned are illegal. o The suit was decreed on 21/09/1973.

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	⇒ Plaintiffs allege that sale deed obtained by Defendant No. 19, 20, 22, and 23 are not binding on the Plaintiffs (because suit property is not partitioned, and thus Plaintiffs and Defendants No. 1-21 have joint interest, right and title over the suit property. ⇒ Plaintiffs demand that Defendants No. 1-21 effect partition of suit property into 9 equal shares, and give each one of them their respective share. ⇒ Defendant no. 1-18 have refused to effect partition. ⇒ Hence the plaintiffs have filed the suit for partition and separate possession. ⇒ Cause of action arose on 28/06/2018 when defendant No. 1-21 refused to effect partition. **Prayer** The Plaintiff has sought for following reliefs - a. Direct defendant No. 1-21 to effect partition and put plaintiffs in actual and physical possession of their share. b. Any transaction made by defendants 1-21 in favour of any other person including d. 22, and 23 shall not be binding upon the plaintiffs. c. Hold enquiry for mesne profits under Order XX Rule 21 of the CPC.
Schedule Property	**Schedule Property** All that piece and parcel of land bearing Old Sy. No.67, new Sy. No.123, measuring 16 acres 20 guntas situated at Navarathna Agrahara Village, Jala Hobli, Devanahalli Taluk, Bangalore Rural District.
Defendant/s contention	-
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants their henchmen, agent, servant or anybody acting upon from alienating the suit schedule property, in any manner, pending disposal of the above suit ⇒ **I.A No.2:** Application filed under Order IX Rule 13 of the CPC, 1908 fallowed on cast, placing Defendant 18,20, and 21 ex parte is set aside.

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	⇒ **I.A No.3:** Defendants No.18, 20 and 21 filed application U/Sec.151 of C.P.C to re-open the stage application U/o. 8 Rule 1 R/w. Sec.151 of C.P.C. ⇒ **I.A No.4** Application filed for condoning delay in filing written statements, along with written statements. (IA 3 and IA 4 allowed on cost)
Monetary claim, if any.	Prayed for enquiry for mesne profits under Order XX Rule 21 of the CPC.
Present status of the case	Plaintiff Evidence
Next date of hearing	March 27,2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957 Out of the 9 individuals, 3 individuals (along with their family members) sold 13 Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. The Plaintiffs are the legal heirs of other 6 individuals which Embassy is not concerned. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution of Embassy. Basis these confirmation deeds Embassy is made a party to the case. The Plaintiffs have not produced documents to substantiate their claim. Therefore, the Plaintiff has no merits in the said suit.

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O.S No. 759/2020 – M/s NAM Estates Pvt. Ltd. and Anr. v. M./ Nagaraj and Anr.

Case No.	O.S No. 759/2020
Court	Senior Civil Judge and JMFC at Devanahalli
Plaintiff/s	M/s NAM Estates Private ltd, Sri V.S. Aravindan
Defendant/s	Sri. M. Nagaraj (S/o late Muniyappa), Sri. Muniraju (S/o late Muniyappa)
Filed on	October 09, 2020
Filed For	Suit for execution of confirmation deeds/ refund of advance / permanent injunction
Brief Facts of the case	**Brief facts as ascertained by the Plaintiff -** ⇒ Land bearing Sy.No.67 is vast a extent of land consisting of 225 acres 19 guntas, situated at Navarathna 'Agrahara Village, Jala Hobli, the then Devanahalli Taluk, now caliea Bengaluru North Taluk and the said Navarathna Agrahara.Village is the Jodi village. ⇒ Sri B.Krishnaswamy Iyengar was the absolute owner of the land bearing Sy.No.67 measuring 120 acres, and he sold the land in favour Kempaiah under the registered sale deed dated: 18/02/1943 ⇒ Special Deputy Commissioner for Inams Abolition Act under section 5 of the Inams Abolition Act, granted occupancy rights to K.Govindappa (s/o Kempiah) in respect of the said land and based on the said order, the mutation was effected in the name of said K;Govindappa. ⇒ K.Govindappa (s/o Kempiah) sold land bearing Sy.No.67 measuring 120 acres in favour of 9 persons namely Muniswamy Bhovi, DoddaMunishamy Bhovi, ChikkaMurnishamyBhovi, Appaiah Bhovi, Muneappa Bhovi, Guruva Bhovi, Eera Bhovi, Muna Bhovi, Iskodu Bhovi (alias Venkata Bhovi) under- the registered sale deed' dated 20/10/1957. ⇒ The said 9 persons partitioned the land by way of Jubane partition. ⇒ one Iskodu Bhovi @ Venkata Bhovi (s/o late DoddaVenkata Bhovi) was in possession and enjoyment of 13 acres 4 guntas

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	of land bearing Sy.No.67, the mutation was also effected in the name of said Iskodu Bhovi @ Venkata Bhovi. ⇒ Iskodu Bhovi @ Venkata Bhovi sold the said portion in favour of H.Anjanappa son of Hutchappa via sale deed dated 124/09/1969 ⇒ H.Anjnappa and his family members have partitioned the land bearing Sy No.67 along with other lands belongs to the family by virtue of the panchayath partition. H.Anjanappa retained an extent of 10.acres of land in an Sy No.67 and in the remaining extent of 3 acres 4 guntas, extent of 1 acre 2 guntas was allotted R.Chandrappa, 1 acre was allotted to of H.Narayanswamy and 1 acre 2 guntas was allotted to the share of TKPrakash and T.K.Prasad jointly. Mutation was effected accordingly. ⇒ H.Anjanappa who was in possession of 10 acres of land in the land bearing Sy.No.67 sold an extent of 4 acres 10 guntas of land to K.Ramanjanappa (s/o Krishnappa) via registered sale deed dated 28/01/1986 ⇒ H.Narayanaswamy who was in possession of 1 acre of land in Sy No. 67/287 sold the 1 Acre land to V.S Ramanujam (s/o V.R.Singarchari) ⇒ TKPrakash and T.K.Prasad who jointly possessed I acres 2 guntas land in land in the land bearing Sy No.67 sold the said land to V.S Ramanujam (s/o V.R.Singarchari). ⇒ K.Ramanjanappa(s/o late Krishnappa) sold the land Sy Na67/287 measuring 4 acres 10 Guntas to V.S Ramanujam (s/o V.R.Singarchari). ⇒ Thus, mutation has been effected in the name of V.S Ramanujam (s/o V.R.Singarchari) for a total of 7 Acres 14 Guntas and accordingly the 'revenue records been entered in the name of V.S.Ramanujam based on' the registered sale deeds. ⇒ H.Anjanappa who was in possession and enjoyment of 5 Acres 30 Guntas of land in the bearing Sy.No.67, New Sy. No.67/287 got his land converted for non-agricultural purpose. ⇒ Likewise, V.S.Ramanujam who had purchased 7 acres 14 guntas of land in Sy No.67, New Sy for the No.67/287 also got his land converted. ⇒ V.S. Ramanujam sold his 7 acres, 14 guntas to plaintiff No. 1. **("A" Schedule property)**

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	⇒ H. Anjanappa sold 5 acres 30 guntas of land bearing Sy.No.67, New Sy. No.67/287 to Plaintiff no. 1. **("B" Schedule Property)** ⇒ Guruva Bhovi and ChikkaVenkataswamyBhovi sold 3 acres of land bearing Sy.No.67, New Sy. No.67/287 to Kariyappa (s/o late Muniyappa). The land sold to kariyappa is **"C" Schedule Property.** ⇒ Land allotted to Kariyappa was allotted new Sy. No. as 67/288. Kariyappa sold "C" schedule property to Plaintiff No. 1. Plaintiff No. 2 has since been in possession and enjoyment of this property, and the Khatha of C schedule property is transferred in the name of plaintiff No. 2. ⇒ 13 Acres of land acquired by Chikkamuniswamybhovi (alias Mooga Bhovi) by sale deed dated 21/10/1957 devolved to his sons Muniyappa and Gurellapa upon his death. His sons sold a part of this land- 8 Acres 8 Guntas of land bearing Sy No.67 to Plaintiff No.2. This land transferred to plaintiff No. 2 is "**D" Schedule Property.** ⇒ LRs of Chikkamuniswamybhovi @ Mooga Bhavi (i.e Muniyappa and Gurellapa) sold 1 Acre 8 Guntas of land that they were in possession of Plaintiff No. 2. (**"E" Schedule Property**). ⇒ Thus, Plaintiff No. 1 is in possession of "A" and "B" Schedule Property; and Plaintiff No. 2 is in possession of "C"," D", and "E" Properties. ⇒ Children and legal heirs of the original grantees who have sold the properties to the Plaintiffs have attempted to interfere with peaceful possession and enjoyment of the schedule properties. ⇒ Thus, Plaintiffs filed a suit in O.S 2122/2006 against those persons for a relief of Permanent Injunction, an order of Temporary Injunction had been obtained against them on September 30, 2006 which is in operation till today. ⇒ Defendants (attorneys/ LRs of the heirs of original grantees) agreed to settle the suit and execute all such necessary documents for the better title of the plaintiffs over suit schedule property in exchange for a sum of Rs.90,00,000/-. ⇒ The Defendants had received a sum of Rs.20,00,000/- by way of Cheque and had agreed to receive the balance amount upon

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	the execution of the confirmation deed in favour of the plaintiffs from all the legal representatives. ⇒ Even after entering into settlement agreement the interference did not stop. Further, the plaintiffs were also approached by the LRs of original grantees who mentioned that they had not received any settlement amount from the defendant, and had alleged being cheated on by the defendant, and offered the plaintiffs to. accept the title' of the plaintiffs over the suit schedule properties and to execute necessary documents for confirming the better title of the plaintiffs over the schedule property. ⇒ Since the Plaintiffs had initiated to develop the schedule properties they were compelled to once again negotiate with the legal representatives of the original grantees for huge sum of money in order to get appropriate confirmation deeds executed by them in favour of the plaintiffs. Accordingly, the legal representatives of the original grantees having directly received huge sum of money from the plaintiffs have executed confirmation deeds. ⇒ Plaintiff again paid 3,15 00,000/ to the LRs of the original grantees to get the confirmation deeds. The defendant, claiming to the attorney holder of the legal heir of the original grantee, had agreed and promised to get executed such confirmation deeds, but had failed to do so. ⇒ Realizing the fraud of the defendant the Plaintiff sought a refund of Rs. 20,00,000 received by him under the settlement agreement. ⇒ Defendant Nos.1-2 were also required to execute confirmation deeds in favour of Plaintiffs; the Defendant No. 1 assured the plaintiff that the amount received by him would be adjusted towards the Defendants shares as consideration for executing the confirmation deeds in favour of the Plaintiffs. Though the other family members of the defendants have confirmed the title of the Plaintiffs over the suit schedule property by way of confirmation deeds, the defendants have evaded to join them on one or the other pretext. ⇒ When Plaintiff demanded that the defendant to comply with the settlement agreement, the Defendants started harassing the plaintiffs, compelling the Plaintiff to seek police protection,

	and lodge an official complaint. Despite the complaints, the illegal acts of the defendants persisted, compelling the defendant to file a second complaint u/s 448, 504 and 506 of IPC. ⇒ Thereafter, Defendant assured to comply with their duties by April 30, 2020, failing which they would refund the amount with interest at 18 percent per annum from the date of payment. The Defendant again failed to comply. ⇒ Defendants thereafter started visiting the office of the Plaintiff with anti-social elements, demanding exorbitant amounts and threatening and harassing the Plaintiff. Plaintiff once again sought police protection. ⇒ Non-compliance with settlement agreement, and illegal activities of the defendants persists. Left with no other remedy the Plaintiffs have approached this Court. ⇒ The cause of action for the suit arose in first week of August 2020, when the Defendant No.1 & 2 have refused to comply with their duties and have attempted to interfere with the peaceful possession and enjoyment of the suit properties, on February 10, 2020, March 18, 2020 and in the first week of August 2020 **Prayer** The Plaintiff has sought for following reliefs - a. Direct defendants to execute confirmation deeds to the title deeds of the Plaintiffs b. Alternatively o Direct Defendants to refund the sum of Rs. 20,00,000 received under the settlement agreement dated 25/03/2014; along with interest at the rate of 16 percent per annum. o permanent injunction- to restrain defendants from interfering with the peaceful possession and enjoyment of the plaintiffs over suit properties
Schedule Property	**Schedule Property** **A** — All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village,

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		JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 7 acres 14 guntas.
	B	All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 5 acres 30 guntas.
	C	All that piece and parcel of converted land bearing Sy. No. 67/288 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 3 acres.
	D	Portion of the land bearing Sy.No.67, Re-Sy.No.67/P situated at NavarathnaAgrahara Village, JalaHobli, the then Devanahalli Taluk, Now called Bangalore North Taluk measuring 8 acres 8 guntas
	E	Portion of 'the land bearing, Sy.No.67, Re-Sy.No.67/P situated at NavarathnaAgrahara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 1 acre 8 guntas
Defendant/s contention	**Facts – as ascertained by the Defendants** ⇒ The Defendant demanded a sum of Rs. 11,00,00,000/- for agreeing to be a party to the confirmation deed. However, after due negotiation, the consideration was crystallised at Rs. 9,50,00,000/-. ⇒ The Plaintiff thereafter paid a sum of Rs. 20,00,000/- as advance for the execution of the confirmation deed. It is the case of the Defendant that a sum of the Rs. 9,30,00,000/- (wrongly stated as 9.30 Lakhs in the written statement) is yet to be paid by the Plaintiff.	
IAs and its status	⇒ **I.A No.1:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants, their agents from causing nuisance or obstructing the Plaintiffs in their day-to day activities. **Note: AZB has been informed that there is no stay order operating against Embassy.**	
Monetary claim, if any.	Alternative relief: Refund of Rs. 20, 00,000 given in advance pursuant to settlement agreement dated 25/03/2014; along with interest at the rate of 16 percent per annum.	

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Present status of the case	Plaintiffs evidence
Next date of hearing	December 11, 2024
Comments	The Plaintiffs have no merits for the following reason – (a) The Plaintiffs entered into an agreement dated March 20, 2014 for a consideration of Rs. 90,00,000/- (Rupees Ninety Lakh only) for executing the confirmation deed. However, the Plaintiff has taken Rs. 20,00,000/- by way of cheque (documented) and did not turn up to execute the confirmation deed. Therefore, Embassy has good case for securing the amount by filing a suit for specific performance over the unpaid amount by the Defendants for breach of said agreement.

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R.F.A No. 2259/2019 – Pedakka and Ors v. Marappa and Ors.

Case No.	R.F.A No. 2259/2019
Court	High Court of Karnataka
Appellants	Peddakka (d/o late Doddavenkataswamy), Venkatanna (s/o late Venkatappa), Krishna (s/o late Venkataswamy), Ramakka (w/o C.R Muniyappa), Doddappa (s/o C.R Muniyappa), Muniyakka (d/o C.R Muniyappa), Manjula (d/o C.R Muniyappa), Munilaskhmi (d/o C.R Muniyappa), Manjula (d/o C.R Muniyappa), C. Muniyappa (s/o late Chinnaiah) and Venkatappa
Defendant/s	Marappa, Munirathnamma (w/o Marappa), Peddanna (s/o Marappa and grandson of Peddanna), Venkataswamy (s/o Marappa and grandson of Peddanna), Venkataswamy (s/o late Narayanappa), Muniyappa (h/o of Venkatamma), Narayanappa (s/o Venktamma), Venkatesh (s/o Venkatamma), Janakamani (w/o V.S Aravindan), Ramanujam and M/s Nam Estates Pvt. Ltd.
Filed on	November 13, 2019
Filed For	Appeal
Brief Facts of the case	**Brief facts as ascertained by the Plaintiff -** ⇒ The Appellants are Plaintiff in O.S No. 157/2010. The Appellants are Class-I legal heirs. The Appellants have purchased the Schedule Properties and right of the Appellants have devolved upon them as Class-I legal heirs as per Hindu Succession Act. ⇒ The Appellants were excluded before the I.H.C proceedings in I.H.R No.9/2000. Land measuring 1 Acre 20 Guntas in Sy. No. 56 situated at Hegganahalli Village stood in the name of Marappa. ⇒ Marappa has alienated the Schedule Property in favour of the Defendants. Thereafter, the Appellants herein filed a suit for partition and declaration claiming rights over the Schedule Property in O.S No. 157/2010. The dismissal of the suit against the Appellants herein is appealed against in the present appeal before the High Court. **Note – The present appeal is filed against dismissal Judgment and Decree dated September 03, 2019, dismissing the suit for partition filed by the Appellants herein in O.S No. 157/2010 on**

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<table>
<tr><td></td><td>the grounds that Plaintiffs have failed to prove that they are related to Doddavenkataswamy.

Prayer

The Plaintiff has sought for setting aside the Judgment and Decree passed by the Trial Court in O.S No. 157/2010.</td></tr>
<tr><td>Schedule Property</td><td>Schedule Property<table><tr><td>A1</td><td>All that piece and parcel of converted land bearing Sy. No. 56 situated at Hegganahalli Village, Kundhana Hobli, Devanahalli Taluk, Bangalore District measuring 7 Acres 20 Guntas.</td></tr><tr><td>A1</td><td>All that piece and parcel of converted land bearing Sy. No. 56 situated at Hegganahalli Village, Kundhana Hobli, Devanahalli Taluk, Bangalore District measuring 1 Acre 20 Guntas.</td></tr><tr><td>A2</td><td>All that piece and parcel of converted land bearing Sy. No. 56 situated at Hegganahalli Village, Kundhana Hobli, Devanahalli Taluk, Bangalore District measuring 1 Acre 20 Guntas.</td></tr><tr><td>D</td><td>All that piece and parcel of converted land bearing Sy. No. 56 situated at Hegganahalli Village, Kundhana Hobli, Devanahalli Taluk, Bangalore District measuring 1 Acre 20 Guntas.</td></tr></table></td></tr>
<tr><td>Defendant/s contention</td><td></td></tr>
<tr><td>IAs and its status</td><td>I.A No. 1: The Appellants filed an application under Order XXXIX Rule 1 and 2 of the CPC seeking to restrain the Respondent No.11 from alienating, encumbering or creating third party rights over the Schedule Property in any manner, pending disposal of the appeal. The application is rejected on the grounds that there was an admission before the Trial Court by the Plaintiff witness regarding partition in the family.

Note: AZB has been informed that there is no stay order operating against Embassy.</td></tr>
<tr><td>Monetary claim, if any.</td><td></td></tr>
<tr><td>Present status of the case</td><td>Final Hearing</td></tr>
</table>

Next date of hearing	December 18, 2024
Comments	The admission during the cross-examination of Plaintiff Witness-I regarding the partition is sufficient to prove that Schedule Property ceases to lose status of ancestral property. The onus is on the Appellant to disprove the finding of the Trial Court before the High Court.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 685/2021 – Vasantha and Anr. v. Venkatamma and Ors.

Case No.	O.S No. 685/2021
Court	Senior Civil Judge and JMFC at Devanahalli
Plaintiff/s	Vasantha (d/o late Gangappa) and Asha (d/o late Gangappa)
Defendant/s	Venkatamma (w/o Appaiah Bhovi), Subbarao (s/o Appaiah Bhovi), M/s Nam Estates Pvt. Ltd., V.S Aravindan (s/o Singarachari)
Filed on	August 31, 2021
Filed For	Suit for declaration and partition
Brief Facts of the case	**Brief facts as ascertained by the Plaintiff -** ⇒ Late Naduppa Bhovi is the prepositor of family comprising of Plaintiff and Defendants. Late Naduppa Bhovi was survived by namely two sons – Appaiah Bhovi (deceased) and Gangappa (deceased). The Plaintiffs are the children of late Gangappa and Defendants are children of late Appaiah Bhovi. ⇒ Late Appaiah Bhovi along with others purchased the Schedule Property measuring to an extent of 20 Acres under a Sale Deed dated October 20, 1957. ⇒ Late Appaiah Bhovi was entitled for 3 Acres undivided share that is the subject matter of the suit. During the lifetime of Appaiah Bhovi, he was in peaceful possession of land in Sy. No. 67/288 situated at Navarathna Agrahara Village measuring 3 Acres. ⇒ After the demise of Appaiah Bhovi, the said property measuring 3 Acres devolved upon the Plaintiffs and Defendants. ⇒ Defendant Nos. 1-2 have executed a Confirmation Deed dated August 30, 2012 w.r.t 3 Acres in favour of Defendant Nos. 3 and 4. The Plaintiffs are not a party to the said document. ⇒ **Cause of Action:** Arose on August 10, 2021 when the Defendants denied request for partition. **Prayer** The Plaintiff has sought for following reliefs -

<table>
<tr><td></td><td>a. Plaintiffs are entitled for their legitimate ½ share in the all the Schedule Property.
b. Declare that the confirmation Deed dated August 30, 2012 as not binding on the Plaintiff.</td></tr>
<tr><td>Schedule Property</td><td>Schedule Property<table><tr><td>A</td><td>All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 7 acres 14 guntas.</td></tr><tr><td>B</td><td>All that piece and parcel of converted land bearing Sy. No. 67/287 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 5 acres 30 guntas.</td></tr><tr><td>C</td><td>All that piece and parcel of converted land bearing Sy. No. 67/288 situated at NavarathnaAgratliara Village, JalaHobli, the then Devanahalli Taluk, now called Bangalore North Taluk measuring 3 acres.</td></tr><tr><td>D</td><td>Portion of the land bearing Sy.No.67, Re-Sy.No.67/P situated at NavarathnaAgrahara Village, JalaHobli, the then Devanahalli Taluk, Now called Bangalore North Taluk measuring 8 acres 8 guntas</td></tr></table></td></tr>
<tr><td>Defendant/s contention</td><td>Note – We understand that M/s Nam Estates Pvt. Ltd. is yet to file its written statement and objections in the captioned suit.</td></tr>
<tr><td>IAs and its status</td><td>Note - AZB has been informed that there is no stay order operating against Embassy.</td></tr>
<tr><td>Monetary claim, if any.</td><td></td></tr>
<tr><td>Present status of the case</td><td>For filing objections and Re-issue Suit Summons to Defendant No.1, finally</td></tr>
<tr><td>Next date of hearing</td><td>March, 1st 2025</td></tr>
<tr><td>Comments</td><td>K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957

Out of the 9 individuals, 3 individuals (along with their family members) sold 13 Acres 04 Guntas, 3 Acres and 08 Acres 08 Guntas under registered Sale Deeds dated September 24, 1969, December 12, 1969 and December 15, 2004 respectively. The</td></tr>
</table>

	Plaintiffs are the legal heirs of other 6 individuals which Embassy is not concerned. Various Confirmation Deeds were executed by family members of erstwhile owners by abundant caution of Embassy. Basis these confirmation deeds Embassy is made a party to the case. The Plaintiffs have not produced documents to substantiate their claim. Therefore, the Plaintiff has no merits in the said suit.

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AZB & PARTNERS
ADVOCATES & SOLICITORS

O.S No. 826/2020 – Munirathnamma & Ors. v. Nagaraju & Ors.

Case No.	O.S No. 826/2020
Court	Civil Judge (Senior Division) and JMFC at Devanahalli
Plaintiff/s	Munirathnamma (d/o. Late Marakka Grand do. Late Salamma) Munilakshmi (d/o. Late Marakka Grand d/o. Late Salamma) Nanjappa (so. Late Marakka Grand d/o. Late Salamma) Meenakshi (d/o. Late Marakka Grand d/o. Late Salamma) Shamala (d/o. Late Marakka Grand d/o. Late Salamma) Hemanth Kumar (s/o. Late Marakka Grand d/o. Late Salamma)
Defendant/s	Nagaraju alias Naga (S/o. Late Muniyanna @ Muniyappa) and Ors.
Filed on	October 21, 2020
Filed For	Suit for Partition and Separate Possession.
Brief Facts of the case	**Flow of Title** ⇒ Navrathna Agrahara Village, Jala Hobli, Bangalore North Taluk is Jodi Inam Village and the provisions of Inams Abolition Act is applicable to the said villages. ⇒ Sy. No. 67 situated at Navrathna Agrahara Village, Jala Hobli, Bangalore North Taluk consist of extent land measuring 225 Acres 19 Guntas. ⇒ Further, B. Krishnaswamy Iyengar had sold 905 acres of land in Navrathna Agrahara Village, inclusive of 225 acres 19 guntas in Sy. No. 67 in favour of Kempaiah under the registered sale deed dated 18.02.1943 bearing document No. 1189 in Book no. 1 Vol. 457 at page 218 – 221. Accordingly, Kempaiah's name was entered into revenue records vide M.R. No. 4/1953-54. ⇒ Govindappa sold 120 acres of land in Sy No. 67 in favour of nine Bhovi families through registered sale deed dated 20 October 1957. ⇒ Pursuant to coming into force of Inams Abolition Act ("**Inams Act**"), son of Kempaiah, Govindappa, filed an application for registration of occupancy rights in respect Schedule A Property before Special Deputy Commissioner for Inams Abolition. The Special Deputy Commissioner observed that the lands in question was already alienated in favour of nine purchasers and they were exercising their ownership and possessory right. In

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	furtherance of the orders passed, the mutation was effected and the same is reflected in the Record of Rights. ⇒ Bhovi families filed a suit against certain persons as they interfered with the scheduled property. The suit was decreed in favour of the Bhovi families by the Munisiff court. The court declared the bhovi families as the joint and common owners in possession of scheduled property. ⇒ The RTC extract for the year 1980-81, 1987-88, 1993-2002 and 2004-05, establish that the entire lands in Sy. No. 67 measuring 120 acres was standing in the name of nine Bhovi families. The RTC for the year 2011-12 bifurcated Sy. No. 67 measuring 120 acres into Sy. No. 67 measuring 103 acres and 20 guntas and Sy. No. 123 measuring 16 acres 20 guntas. However, the Special Deputy Commissioner in Bhomapana Appeal No. 19/2006-07 vide order dated May 26, 2011 ordered to restore the entire extent of lands in Sy No. 67 measuring 120 acres in the RTC by setting aside the bifurcation order. Further, the Tahsildar was pleased to cancel bifurcation of Sy. No. 123 and ordered for amalgamation of total extent of 120 acres in Sy. No. 67. ⇒ Late Doddamuniswamy Bhovi had acquired 1/9th share in the property and consequent to his demise, the estate devolved to his legal heirs. None of the children or grandchildren or great grandchildren of Doddamuniswamy Bhovi have alienated the lands in favour of third parties. ⇒ However, the legal heirs of Late Muniswamy s/o. Late Doddamuniswamy Bhovi have executed certain documents in favour of Defendants Nos. 143-45. But, Late Muniswamy could have only transferred their undivided share of 1/45th of the property. ⇒ None of the nine bhovi families had partitioned the schedule property. ⇒ Ishkodu Bhovi had sold his portion of the property in favour of H Anjanappa in terms of registered sale deed dated September 24, 1969. ⇒ H. Anjanappa partition his share through a Panchayat Partition dated February 02, 1980. As per partition – a) H. Anjanappa retained extent of 10 Acres b) 01 Acre 02 Guntas allotted to R.

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	Chandrappa c) 1 Acre was allotted to H. Narayanaswamy and d) 1 Acre 02 Guntas was allotted to the share of T.K Prakash. ⇒ H. Anjanappa sold his share of 10 Acres in favour of K. Ramajanappa under a registered Sale Deed dated Janaury 28, 1986. H Narayanaswamy, R. Chandrappa and TK Prakash had all sold their respective shares in favour of V.S Ramanujam. ⇒ V.S Ramanujam sold his extent of 7 Acres 14 Guntas of land in Sy. No. 67 in favour of Defendant No.5, inclusive of the 3 acres 4 guntas of land purchased from H. Narayanaswamy, R chandrappa, and T.K Prakash. ⇒ H. Anjanappa (son of Huchappa) sold his extent of 05 Acres 10 Guntas of land in Sy. No. 67 in favour of Defendant No.143 under registered Slae Deed dated July 14, 2004. ⇒ Guruva Bhovi and Chikka Venkataswamy Bhovi sold their extent of 03 Acres of land in Sy. No. 67 in favour of Kariyappa under registered Sale Deed dated December 12,1969. The land was allotted new Sy. No. 67/288. ⇒ Muniyappa and Gurallappa children of Chikka Muniswamy Bhovi @ Mooga Bhovi had alienated 8 acres 8 guntas of land in Sy.No.67 (Subsequently renumbered as Sy. No.67/P) in favour of Defendant No. 144 vide Sale Deed dated December 15, 2004. ⇒ Defendants No. 143-149 have no identifiable interest in the schedule property. In any event, they are at most co-owners in joint possession over the schedule property. ⇒ Defendant No.150 claims rights over 19 acres of land in Sy.No.67 (now Sy.No.121) of Navrathana Agrahara Village based on three Sale Deeds: (1) an 8-acre sale deed executed by Late Muniyappa Bhovi dated November 26, 1982, (2) an 8-acre sale deed executed by Guruva Bhovi dated December 13, 1982, and (3) a 3-acre sale deed executed by Muniyappa Bhovi dated February 24, 1983. ⇒ Defendant No.151 claims rights over 12 acres of land in Sy.No.67 (now Sy.No.120) of Navrathna Agrahara Village based on: (1) a 6-acre sale deed executed by Guruva Bhovi in favor of Late Rukumani dated November 26, 1982, (2) a 3-acre sale deed executed by Muniyappa Bhovi in favor of Late Rukumani dated November 26, 1982, and (3) a 3-acre sale deed executed by Chikkamuniswamy Bhovi @ Mooga Bhovi in

	favor of Late Rukumani dated 18.05.1984. Following Rukumani's demise, her husband (Defendant No.150) and daughter Aarti executed a Release Deed in favour of Defendant No.151 for 12 acres of land in Sy.No.67. ⇒ Legal heirs of Muniswamy Bhovi alienated 5 acres of land in Sy. No. 67 in favour of Defendant No. 151 vide Registered sale deed dated September 3, 2004. ⇒ Legal heirs of Appaiah Bhovi alienated 3 acres of land in Sy. No. 67(now Sy. No 67/305) in favour of Defendant No. 151 vide Registered sale deed dated September 3, 2004. ⇒ Legal heirs of Chikkamuniswamy Bhovi alienated 1 acre 2 guntas of land, upon his demise, in Sy. No. 67 in favour of Defendant No. 151 vide Registered sale deed dated June 30, 2004. ⇒ In O.S No. 389/2009, O.S No. 390/2009, O.S No 391/2009, O.S No. 392/2009 & O.S No 393/2009, the court, on refusing to grant injunction, held that since the share of the respective parties are not demarcated and the entire land is held jointly by the respective co-owners. ⇒ Guruva Bhovi and Muniyappa Bhovi executed a sale deed in favour of Defendant 150, 151 to an extent of 14 acres each. However, the said persons are only entitled to 13 acres and 4 guntas. ⇒ Defendant No. 152 claims rights over 21 acres and 28 guntas of lands through a) Appiah Bhovi alienated 8 acres of land in Sy. No. 67 via sale deed dated December 22, 1970 b) Chikka Muniswamy Bhovi alienated 3 acres of land in Sy. No. 67 via sale deed dated February 2, 1984. c) Boodigere Muniswamy Bhovi alienated 8 acres of land in Sy. No. 67 via sale deed dated April 1, 1985. d) Munivenkatappa alienated 2 acres and 28 guntas land in Sy. No. 67 via sale deed dated January 27, 1986. ⇒ Defendant No. 155 claims to derived rights over 41 acres 2 guntas of land in Sy. No. 67. However, in O.S No. 42/1971, the court held that the nine bhovi families are joint and common owners of the schedule property. Appaiah Bhovi, Iskodu Bhovi and Muna Bhovi had already executed a sale deed and the claims made by Defendant No. 155 & 156 are over lapping.

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	⇒ Defendants No. 143 to 157 claiming rights over property in excess of 143 acres 4 guntas in Sy. No. 67, but the nine bhovi families had purchased only 120 acres of land. **Prayer** ⇒ The Plaintiff in the said matter has sought for – a. Partition and separate possession of the Plaintiff 1/360th share in the schedule property by meets and bounds and allow separate possession thereof. b. Mesne Profits
Schedule Property	**Schedule Property** **A** | Land in Sy. No. 67/287 measuring 120 Acres Schedule Property is situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk.
Defendant/s contention	**Facts – as ascertained by the Defendants in other original suit concerning Sy. No. 67**
IAs and its status	⇒ **I.A 1/2020:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants or anyone acting on their behalf from alienating, encumbering or creating any charges over the schedule property. ⇒ **I.A 2/2020:** Application filed under Order XXXIX Rule 1 and 2 of the CPC, 1908 seeking *ad interim* Order of temporary injunction restraining the Defendants or anyone acting on their behalf from putting up any construction, raising any structures or carrying on any developmental activities over the property. **Note: AZB has been informed that there is no stay order operating against Embassy.**
Monetary claim, if any.	Mesne profits and costs
Present status of the case	Plaintiff's Evidence
Next date of hearing	March 27, 2025
Comments	K Govindappa who was declared as the permanent tenant to the extent of 120 Acres in Sy. No. 67 sold portion of land parcels in favour of 9 individuals (including father of the Plaintiffs) under registered sale deeds dated October 20, 1957

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MALINI RAJU

Digitally signed by MALINI RAJU
DN: C=IN, O=PERSONAL, T=4672, OID.2.5.4.65=fcf82c1a9200465996da6231965e0d5d, Phone=fe687eb3f0aed824f901d30d5e467daa9d2603a40e8f8eda347b182a7ac2ee54, PostalCode=560079, S=Karnataka, SERIALNUMBER=f7b247c57267eef158e3b90d2e7491741f58c7b0975e36fab4953fa6bf73a963, CN=MALINI RAJU
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Date: 2025-01-16 15:20:33

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