### **ADVOCATES**

03, November 2022

To,

M/s. Siddanthbuilders and Developers LLP,

No.305, 3rd Floor,

Brigade Business Suites,

No.44, near Ashoka Pillar,

Jayanagar 2<sup>nd</sup> Block, Bengaluru – 560 011

Attn: Mr.Pruthvi

#### Dear Sir,

Re: Title Due Diligence Report in relation to all that piece and parcel of residentially converted lands bearing Survey No.90/18 measuring 01 acre and portion of Survey No.90/44 measuring 38 guntas, altogether measuring 01 acre 38 guntas, situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, more particularly described in the Schedule herein below and hereinafter referred to as "Schedule Property".

## 1. Schedule Property

## Detailed Description of the Schedule Property

All that piece and parcel of portion of residentially converted lands bearing Survey No.90/18 measuring 1 acre and portion of Survey No.90/44 measuring 38 guntas (earlier comprised in Survey No.90/18), situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, Bangalore Rural District, and bounded on the:

East by

Land in Survey No.97/2;

West by

Land in Survey No.90/42;

North by:

Land in Survey No.90/42; and

South by:

Existing Road and Private Property.

The description of the Schedule Property is as per the Rectification of Joint Development Agreement dated 11.10.2022 bearing Document No.8630/2022-23.

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The Village Map of Hosakote Village, Harohalli Hobli, Kanakapura Taluk reflects that the Schedule Property is located in Hosakote Village.

#### 2. Flow of Title

The agricultural land then bearing Survey No.90/18 totally measured an extent of 02 acres 05 guntas ('Larger Property') and originally belonged to the family of Khadar Moideen Sab. The Akarbandh issued by the Tahsildar, Kanakapura Taluk confirms the total extent of land in Survey No.90/18 as measuring 02 acres 05 guntas. It appears from the entries in the Preliminary Records, the Hissa Survey Pakka and Karda Nakalu that Khadar Moideen Sab was the earliest owner of the Larger Property.

We have been furnished with the family tree of Khadar Moideen Sab authenticated by the Village Accountant, Kanakapura Taluk which shows that Khadar Moideen Sab was married to (1)Ameenabi; and (2)Peerambi. It further shows that Khadar Moideen Sab had nine children out of his first wife viz., (i)Pyaru Sab, (ii)Ajeez Sab, (iii)Basha Sab alias Peer Sab, (iv)Vajeer Sab, (v)Bujanbee, (vi)Kamarunnisa, (vii)Begum Jan, (viii)Akhtar Jan, and (ix)Mahimunnisa; and two children (i)Anwar Sab and (ii)Akhtar Jan, from his second wife.

It appears that the Larger Property was divided amongst Khadar Moideen Sab and his five sons viz., (i)Pyaru Sab, (ii)Ajeez Sab, (iii)Basha Sab alias Peer Sab, (iv)Vajeer Sab, and (v)Anwar Sab whereunder each person was entitled to 1/6th share (equivalent to 14 ½ guntas) each in the Larger Property.

On 16/02/1956 one of the sons of Khadar Moideen Sab viz., Abdul Ajeez sold his portion of 1/6th share in Survey No.90/18 measuring 14 ½ guntas, among other properties, to Mehboobi Jan alias Pyraribee wife of Ahmed Khan Saheb under Sale Deed registered as Document No.4438/1955-56 in Book-I, Volume-1229 at Pages 20 to 23 in the office of the Sub-Registrar, Kanakapura.

On 30/05/1956, Abdul Ajeez executed another Sale Deed in favour of Peerambi wife of Khadar Moideen Sab conveying his 1/6th share in the Larger Property measuring 14 ½



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guntas and the said Sale Deed is registered as Document No.1492/1955-56 in Book-I in the office of the Sub-Registrar, Kanakapura, Bangalore.

It is pertinent to mention here that Abdul Ajeez had already conveyed his 1/6th share in Survey No.90/18 measuring about 14 ½ guntas to Mehboobi Jan alias Pyaribee under registered Sale Deed dated 16/02/1956 and the said property was again subjected to Sale by Abdul Ajeez under another registered Sale Deed dated 30/05/1956 executed in favour of Peerambi. Since, the said property was already sold to Pyaribee, the title of Peerambi cannot be construed as bonafide. However, since all the children of Peerambi having subsequently joined as Confirming Parties to the subsequent transactions, claims, if any, from any person claiming under her at this point in time, is barred by limitation due to passage of time.

On 05/08/1958 Md. Akhtar alias Pyaru Sab, another son of Khadar Moideen Sab sold his 1/6th share in Survey No. 90/18 measuring about 14 ½ guntas, jointly to (i)Peer Sab alias Basha Sab son of Khadar Moideen Sab; and (ii)Fathima Bi alias Bibijan wife of Sabjan Saheb; under Sale Deed registered as Document No.3598/1958-59 in Book-I, Volume-1350 at Pages 146 to 148 in the office of the Sub-Registrar, Kanakapura.

Subsequently, Mahboobi wife of Ahmed Khan, who had purchased 14 ½ guntas in Survey No. 90/18 under registered Sale Deed dated 16/02/1956, sold the same to Shamsunnisa wife of Ajeez Sab under Sale Deed dated 15/06/1962 which is registered as Document No.1921/1962-63 in Book-I, Volume-1563 at Pages 143 to 146 in the office of the Sub-Registrar, Kanakapura, Bangalore.

Shamsunnisa inturn sold her 14 ½ guntas in Survey No.90/18 to Peer Sab alias Basha Sab son of Khadar Moideen Sab under Sale Deed dated 28/09/1962 registered as Document No.3724 in Book-I, Volume-1681 at Pages 110 to 115 in the office of the Sub-Registrar, Kanakapura.

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Thus, Peer Sab alias Basha Sab came to own and possess the following extents in Survey No.90/18 in the following manner:-

- 7 ¼ guntas under Sale Deed bearing Document No.3598/1958-59 (along with Fathima Bi who owns remaining 7 ¼ guntas) (purchased from Md.Akhtar alias Pyaru Sab)
- 2. 14 ½ guntas under Sale Deed bearing Document No.3724 (purchased from Shamsunnisa)
- 4. 14 ½ guntas (his entitlement of 1/6th share being the son of Khadar Moideen Sab)

Totally measuring about 36 1/4 guntas.

On 29/12/1991, Basha Sab entered into a Partition with his wife Majanabee under an unregistered Partition Deed whereunder entire land in Survey No.90/18 measuring 02 acres 05 guntas, along with another property, was allotted in her favour. However, it appears that the revenue records were jointly mutated in the names of Basha Sab and his wife Majanabee as per Mutation Register Extract bearing MR No.16/1991-92.

As per the documents furnished to us, Basha Sab had title only to a portion measuring 36 ½ guntas in Survey No.90/18, as described hereinabove. We have not been furnished with any documents to substantiate his title for the remaining extent of land in Survey No.90/18. However, the recitals in Sale Deed dated 12/07/2007 registered as Document No.2463/2007-08 in Book-I and stored in CD No. KNKD75 in the office of the Sub-Registrar, Kanakapura states that all the remaining children of Khadar Moideen Sab had given their respective shares by way of oral Hiba to Basha Sab and had in this regard, executed a Declaration confirming and ratifying the said oral Hiba made in favour of Basha Sab. We have also not been provided with the said Declaration confirming and ratifying the oral Hiba made in favour of Basha Sab. In the absence of which, we are unable to comment on the same.

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On 22/12/2003 Majanabee along with her sons Muneer Pasha, Aslam Pasha and Sardar Pasha sold portion of Schedule Property measuring 25 guntas along with another property to Akram Pasha under Sale Deed registered as Document No.4267/2003-04 in Book-I, Volume-3311 at Pages 33 to 36 in the office of the Sub-Registrar, Kanakapura. Accordingly, his name was mutated in the revenue records as per Mutation Register Extract bearing MR No.55/2003-04.

Simultaneously, Majanabee along with her sons Muneer Pasha, Aslam Pasha and Sardar Pasha sold the remaining portion of Schedule Property measuring 1 acre 20 guntas to M.S.Fairoz under Sale Deed registered as Document No.4269/2003-04 in Book-I, Volume-3311 at Pages 41 to 44 in the office of the Sub-Registrar, Kanakapura. Accordingly, his name was mutated in the revenue records as per Mutation Register Extract bearing MR No.56/2003-04.

Subsequently, M.S.Fairoz inturn conveyed portion measuring 20 guntas (out of 1 acre 20 guntas purchased by him) in Survey No.90/18 to Akram Pasha, son of Vajeer Sab under Sale Deed dated 22/09/2005 registered as Document No.2471/2005-06 in Book-I and stored in CD No.KNKD36 in the office of the Sub-Registrar, Kanakapura and accordingly his name was mutated in the revenue records vide Mutation Register Extract bearing MR No.17/2005-06.

Thus, Akram Pasha came to own and possess portion measuring 1 acre 05 guntas in Survey No.90/18 as absolute owner.

In the meanwhile, it appears that M.S.Fairoz had agreed to sell his remaining portion of land in Survey No.90/18 measuring 01 acre to one B.C.Ravikumar under an Agreement to Sell dated 27/01/2007 registered as Document No.7290/2006-07 in the office of the Sub-Registrar, Kanakapura. However, the said transaction came be cancelled between the parties thereto under a Deed of Cancellation of Sale Agreement dated 12/07/2007 registered as Document No.2460/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.

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Similarly, Akram Pasha had also agreed to sell his portion of 1 acre 05 guntas in Survey No.90/18 under Agreement to Sell dated 27/01/2007 registered as registered as Document No.7289/2006-07, B.C.Ravikumar. However, the said transaction came be cancelled between the parties thereto under a Deed of Cancellation of Sale Agreement dated 12/07/2007 registered as Document No.2462/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. The said cancellation was accordingly recorded in the revenue records as per Mutation Register Extract bearing MR No.8/2007-08.

On 12/07/2007, Fairoz who had retained portion measuring 01 acre in Survey No.90/18, conveyed the same to K.Akram Basha, son of late Pyarejan under Sale Deed dated 12/07/2007 registered as Document No.2461/2007-08 and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. We note from the said Deed that, all the children of Khadar Moideen Sab and the family members of Abdul Ajeez, Basha Sab and Vajeer Sab, Noorjan (daughter of Fathima Bi who had jointly owned the portion of land measuring 14 ½ guntas in Survey No.90/18, along with Basha Sab under Sale Deed registered as Document No.3598/1958-59 referred hereinabove), daughters of Khadar Moideen Sab and B.C.Ravikumar (earlier agreement holder) have altogether joined as Consenting Parties thereby consenting to the aforesaid sale made in favour of Akram Basha. Accordingly, the name of Akram Basha was mutated in the revenue records as per Mutation Register Extract bearing MR No.23/2007-08.

Simultaneously, Akram Pasha sold his portion of land measuring 1 acre 05 guntas in Survey No.90/18 to Akram Basha under Sale Deed dated 12/07/2007 registered as Document No.2463/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. In the said Deed, all the children of Khadar Moideen Sab and the family members of Abdul Ajeez, Basha Sab and Vajeer Sab, Noorjan (daughter of Fathima Bi who had jointly owned the portion of land measuring 14 ½ guntas in Survey No.90/18, along with Basha Sab under Sale Deed registered as Document No.3598/1958-59 referred hereinabove), daughters of Khadar Moideen Sab and B.C.Ravikumar (earlier agreement

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holder) have altogether joined as Consenting Parties thereby consenting to the aforesaid sale made in favour of Akram Basha. Accordingly, the name of Akram Basha was mutated in the revenue records as per Mutation Register Extract bearing MR No.24/2007-08.

Thus in the aforesaid manner, Akram Basha came to own and possess the entire land measuring 2 acers 05 guntas in land then bearing Survey No.90/18.

In appears that Akram Basha had applied to the revenue authorities to register his name in the revenue records as khathedar in respect of portion measuring 1 acre 05 guntas in Survey No.90/18 and it further appears that his predecessor-in-title Akram Pasha had raised objections for the registering the name of Akram Basha in the records of the revenue authorities, and the said objection was subsequently decided in proceedings bearing No.RRT.DIS.257/2007-08 before the Court of the Tahsildar, Kanakapura Taluk and *vide* Order dated 19/06/2008 passed by the Tahsildar, it was directed to register the name of Akram Basha as the khathedar in respect of the said portion measuring 1 acre 05 guntas in Survey No.90/18. The said Order further states that the dispute between Akram Pasha and Akram Basha have been settled amicably. In pursuance to the said Order, the name of Akram Basha was registered as the khathedar in respect of land measuring 01 acre 05 guntas in Survey No.90/18 as per Mutation Register Extract bearing MR No.66/2007-08.

We have been furnished with a Mutation Register Extract bearing MR No.T27/2020-21 which shows that Survey No.90/18 which totally measured 2 acres 05 guntas was subjected to phodi and subdivided into two portions i.e. portion measuring 01 acre 05 guntas was assigned Survey No.90/44 and remaining portion measuring 01 acre was retained with Survey No.90/18. We have also examined the Hissa Survey Pakka which shows the name of Akram Basha as the khathedar of lands bearing Survey Nos.90/18 measuring 01 acre and 90/44 measuring 01 acre 05 guntas. We have also examined the Akarbandh for Survey Nos.90/18 and 90/44, which confirms the total extent of land in the said Survey Numbers.

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Thus, Akram Basha came to own all the right, title and interest in lands bearing Survey No.90/18 measuring 01 acre and 90/44 measuring 01 acre 05 guntas, i.e., the Schedule Property herein, as absolute owner.

## 3. Change of Land Use and Conversion

It appears that the entire land in Survey No.90/18 measuring 02 acers 05 guntas was earlier earmarked in the Master Plan under the Kanakapura Development Authority for the purposes of Parks and Open Spaces. Subsequently, Akram Basha applied to the Panchayath Development Authority seeking their sanction for utilizing the Schedule Property for residential use, which was accordingly issued in terms of a No Objection Certificate bearing No.K.VP.No.42/2020-21 dated 18/12/2020 by the Panchayat Development Authority, Kaggalahalli Gram Panchayath, Kanakapura which states that the said authority has no objection in obtaining a change of land use in respect of the Schedule Property for residential purposes.

Further, Akram Basha upon payment of requisite fee for obtaining the change of land use as demanded by the Kanakapura Development Authority in terms of their Notice demanding payment of Fee bearing No.KDA/69(2)/LU/13/2020-21 dated 18/06/2021 issued by the Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura and also upon compliance of all requisite terms and conditions by Akram Basha, the said Authority sanctioned the change of land use earmarking the Schedule Property for residential use in terms of Change of Land Use issued by the Joint Director, Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura bearing No.KDA/69(2)LU/13/2020-21/279 dated 14/07/2021 subject to certain terms and conditions mentioned therein.

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Subsequently, Akram Basha applied for a Conversion of the Schedule Property from agricultural to non-agricultural residential purposes issued by Deputy Director, Ramnagara District, as per below conversion orders:-

Sl.N o.	Conversion Order No. and Dated	Survey Number	Extent
1.	325496 dated 30.04.2022	90/18	01 Acre
2.	325477 dated 30.04.2022	90/44	38 Guntas
Total			01 Acre 38 Guntas

## 4. Development of Schedule Property

Akram Basha ("Owner") with an intention to to develop the Schedule Property along with other properties, which altogether measure 08 acres 30 guntas, into a plotted development project comprising of sites of different dimensions and for the same has entered into a Joint Development Agreement ("JDA") on 28.02.2022 with M/s.Siddanthbuilders and Developers LLP, ('Developers') a Limited Liability Partnership, represented by its Designated Partners Mr.Pruthvi.S and Mr.Mudassir Ahmed.M, which is registered as Document No.3807/2021-22 in Book-I and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bengaluru. It was mutually agreed between the parties therein that the Developers shall be entitled to market the entire saleable area in the development and is also entitled to receive the entire sale consideration towards such sale of sites in the development, amongst other terms and conditions.

Akram Basha simultaneously executed a General Power of Attorney dated 28.02.2022 in favour of M/s.Siddanthbuilders and Developers LLP, which is registered as Document No.451/2021-22 in Book-IV and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bangalore, ("GPA") thereby empowering the Developers to

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develop the Schedule Property along with other properties in terms of the Joint Development Agreement of even date and also authorizing for sale of the entire saleable area in the development and also to receive the entire sale consideration towards such sale of sites in the development.

Subsequently, due to certain errors that had crept into the JDA in the description of the extents of the lands in the schedule to the JDA, the Owner and the Developers executed a Rectification Deed to the JDA dated 11.10.2022, registered as document bearing No.8630/2022-23 in Book-I and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura and simultaneously rectified the GPA under Rectification to GPA dated 11.10.2022 registered as Document No.410/2022-23 in Book-IV and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura, under which the total extent of the land for development was extended to 08 acres 30 guntas comprised in Schedule Property herein along with other properties.

We are also provided with a copy of the Survey Sketch which confirms with the actual shape and boundaries of the property under development.

Mr. Akram Basha being the absolute owner has entrusted the development of the Schedule Property to M/s.Siddanthbuilders and Developers LLP under the aforesaid Joint Development Agreement, who are now entitled to develop the Schedule Property by carving out a residential layout as per the terms and conditions of the JDA mentioned therein.

Limited Liability Partnership Agreement of M/s.Siddanthbuilders And Developers LLP

We have examined the Limited Liability Partnership Agreement of M/s.Siddanthbuilders

And Developers LLP dated 27.11.2021 and the Certificate of Incorporation of LLP in

Form 16 of 'M/s.Siddanthbuilders And Developers LLP' bearing LLP identification

No.AAZ-8077 dated 08.12.2021 issued by the Registrar of Companies. The Limited

Liability Partnership confirms the names of Pruthvi Surendra and Mudassir Ahmed as

Designated Partners of the said LLP.

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## 5. Layout Sanction Plan

In compliance of the terms of the JDA, the Developers have applied for and obtained a provisional residential layout plan approval dated 03.09.2022 from the Joint Director, Urban and Rural Planning and Member Secretary, Kanakapura Planning Authority, Kanakapura passed in their proceedings of the meeting bearing No.82 dated 06.05.2022 as per the layout plan provided to us. We note that, a provisional approval for residential layout has been obtained for a total of 141 sites of different dimensions comprised in the Schedule Property herein along with other properties.

6. Record of Rights, Tenancy, and Crops Extracts(RTCs) We have been provided with the following RTC extracts issued in relation to the Schedule Property:

We note from the RTCs that, Survey No.90/18 totally measured 2 acres 05 guntas and there being no kharabh land.

- RTC extract for the period from 1975-76 to 1978-79 reflects the name of Khadar Moideen Sab as the owner and the name of Basha Sab as the cultivator;
- ii. RTC extracts for the period from 1980-81 to 1982-83, 1987-88 to 1990-91 reflects the name of Basha Sab as the owner and cultivator, in terms of INH7/1984-85;
  - We have examined an Endorsement bearing No.RK/CR/88/2021-22 dated 16/08/2021 issued by the Tahsildar, Kanakapura Taluk which states that INH7/1984-85 cannot be issued, since destroyed.
- iii. RTC extracts for the period from 1991-92, 2001-02 and 2002-03, reflects the name of Majanabee wife of Basha Sab as owner and cultivator in respect of entire extent of 2 acres 05 guntas in terms of MR 16/1991-92
- iv. RTC extracts for the period from 2004-05, 2006-07 and 2007-08 reflects the names of Akram Pasha and M.S.Fairoz as the owners and cultivators of their respective portion in terms of MR Nos.55/2003-04, 56/2003-04, 17/2005-06 and 23/2007-08;
- v. RTCs extracts for the period from 2008-09 to 2014-05, 2018-19 to 2020-21 reflects the name of Akram Basha as the owner and cultivator in terms of MR Nos.23/2007-08 and 66/2007-08.

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### 7. Tax Paid Receipts

We have been provided with the Tax Paid Receipt bearing No.0626401 dated 17/07/2021 issued by the office of the Tahsildar, Kanakapura Taluk, Bangalore in relation to the Schedule Property which shows that the revenues are paid for the year 2021-22 in respect of the Schedule Property.

#### 8. Endorsements:

- 6.1 We have examined an Endorsement bearing No.PTCL/CR/40/2017-18 dated 13/03/2018 issued by the Tahsildar, Kanakapura Taluk which states that there are no proceedings filed under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, in respect of the Schedule Property.
- 6.2. We have further examined an Endorsement bearing No. RD0038686094511 dated 31/07/2021 issued by the Tahsildar, Kanakapura Taluk which states that there are no tenancy applications filed under the provisions of the Karnataka Land Reforms Act, 1961 in respect of the Schedule Property.

## 9. Survey Documents

We have examined the Tippani and Hissa Survey Atlas in respect of the Schedule Property which shows the shape and the earliest owner of the Schedule Property as Khadar Moideen Sab.

We have examined the Hissa Survey Pakka for Survey No.90/18 which shows that Survey No.90/18 was divided into two portions and that portion of land admeasuring 1 acre was assigned with Survey No.90/18 and remaining portion of land admeasuring 1 acre 05 guntas was assigned with Survey No.90/44 and that the name of Akbar Basha is shown as the khathedar of the Survey Nos.90/18 and 90/44.

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We have also examined the Alienation Sketches in respect of each of the Survey No.90/18 and 90/44 prepared by the Land Surveyor, Kanakapura Taluk which shows the extents and the boundaries of the properties.

We have also examined a Survey Sketch of the Schedule Property prepared by the Land Surveyor which confirms the boundaries of the Schedule Property and that the Schedule Property is contiguous in nature and forms one composite property.

## 10. Encumbrances Certificates:

- Encumbrance Certificate bearing S.A No.256/2022-23 for the period from 01/04/1950 to 31/03/2004 in respect of Survey No.90/18 measuring 01 acre and Survey No.90/44 measuring 1 acre 05 guntas;
- Encumbrance Certificate bearing S.A No.6534/2021-22 for the period from 01/04/1955 to 31/03/2004 in respect of Survey No.90/18 measuring 02 acres 05 guntas;
- Encumbrance Certificate bearing S.A No.13486/2020-21 for the period from 01/01/1992 to 31/03/2004 in respect of Survey No.90/18 measuring 2 acres 05 guntas;
- 4. Encumbrance certificate bearing S.A No.6534/2021-22 for the period from 01/04/2004 to 09/08/2021 in respect of Survey No. 90/18;
- 5. Encumbrance certificate bearing S.A No.14466/2022-23 for the period from 21/04/2022 to 26/10/2022 in respect of Survey Nos.90/18 and 90/44;

On perusal of the aforesaid Encumbrance Certificates, there appears to be no registered mortgages/charges created in respect of the said properties during the said period and that it also records the registered transactions as discussed hereinabove at relevant period of time.

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### 11.Acquisition

We have been furnished with an Endorsement dated 03.09.2022 issued by the Special Land Acquisition Officer, Karnataka Housing Board (KHB) which confirms that the Schedule Property is not under acquisition for any of its schemes as on that date.

### 12. Litigation

Based on the documents provided for our review, it appears that there are no subsisting litigations or proceedings in relation to the Schedule Property. However, no search has been conducted either online or in the courts to ascertain the pendency of any disputes.

## Verification of Originals

Our report is based on the photocopies of the documents produced for our inspection as set out in the list annexed hereto as **Annexure** and we have not carried out verification of the original title documents;

#### 14. Public Notice

As per the instructions of the client, we had issued a Public Notice dated 04.02.2022 in Udayavani and The Hindu publications calling for objections, if any, for the proposed joint development of the Schedule Property herein along with other properties and we note that there were no objections received from any person/entity for the proposed joint development of the Schedule Property along with other properties.

#### 15. Conclusion:

Based on the review of documents provided to us, we note that Akram Basha is the absolute owner of the Schedule Property subject to the rights created in favour of M/s.Siddanthbuilders and Developers LLP in terms of the registered Joint Development Agreement dated 28.02.2022 and registered Rectification of Joint Development Agreement

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dated 11.10.2022 including but not limited to all the rights in respect of development and marketability of the entire saleable area in the development in the Schedule Property.

## 16. Opinion:

On the basis of our scrutiny and examination of the photocopies of the documents produced and listed in the Annexure hereinbelow and on the basis of information/documents furnished to us and after consideration of all relevant laws applicable, we are of the opinion that Akram Basha is the absolute owner of all that residentially converted lands bearing Survey No.90/18 measuring 01 acre and portion of Survey No.90/44 measuring 38 guntas, altogether measuring 01 acre 38 guntas, situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, subject to the interest created in favour of M/s.Siddanthbuilders and Developers LLP under the registered Joint Development Agreement dated 28.02.2022 and registered Rectification of Joint Development Agreement dated 11.10.2022.

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TRIALBASE, Advocates
No. 1/1, Ground Floor, West Wing,
Unity Building Annexe,
P. Kalinga Rao Road, (Mission Road)
Bengaluru – 560 027

Yours faithfully.

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## **ANNEXURE**

## List of Documents Furnished

Sl.No.	Dated	Description of the document	
1.		Village Map of Hosakote Village, Harohalli Hobli,	
		Kanakapura Taluk.	
2.		Akarbandh for Survey No.90/18 issued by the Tahsildar,	
		Kanakapura Taluk.	
3.		Preliminary Records.	
4.		Hissa Survey Pakka.	
5.		Karda Nakalu.	
6.		Family tree of Khadar Moideen Sab.	
7.	16/02/1956	Sale Deed registered as Document No.4438/1955-56 in	
		Book-I, Volume-1229 at Pages 20 to 23 in the office of the Sub-Registrar, Kanakapura.	
8.	30/05/1956	Sale Deed is registered as Document No.1492/1955-56 in	
		Book-I in the office of the Sub-Registrar, Kanakapura, Bangalore.	
9.	05/08/1958	Sale Deed registered as Document No.3598/1958-59 in	
		Book-I, Volume-1350 at Pages 146 to 148 in the office of the Sub-Registrar, Kanakapura.	
10.	15/06/1962	Sale Deed registered as Document No.1921/1962-63 in	
		Book-I, Volume-1563 at Pages 143 to 146 in the office of the Sub-Registrar, Kanakapura, Bangalore.	
11.	28/09/1962	Sale Deed registered as Document No.3724 in Book-I,	
		Volume-1681 at Pages 110 to 115 in the office of the Sub-Registrar, Kanakapura.	
12.	29/12/1991	Unregistered Partition Deed between Basha Sab and Majanabee.	
13.		Mutation Register Extract bearing MR No.16/1991-92.	

14.	12/07/2007	Sale Deed registered as Document No.2463/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
15.	22/12/2003	Sale Deed registered as Document No.4267/2003-04 in Book-I, Volume-3311 at Pages 33 to 36 in the office of the Sub-Registrar, Kanakapura.
16.		Mutation Register Extract bearing MR No.55/2003-04.
17.	22/12/2003	Sale Deed registered as Document No.4269/2003-04 in Book-I, Volume-3311 at Pages 41 to 44 in the office of the Sub-Registrar, Kanakapura.
18.		Mutation Register Extract bearing MR No.56/2003-04.
19.	22/09/2005	Sale Deed registered as Document No.2471/2005-06 in Book-I and stored in CD No.KNKD36 in the office of the Sub-Registrar, Kanakapura.
20.		Mutation Register Extract bearing MR No.17/2005-06.
21.	27/01/2007	Agreement to Sell registered as Document No.7290/2006-07 in the office of the Sub-Registrar, Kanakapura.
22.	12/07/2007	Deed of Cancellation of Sale Agreement registered as Document No.2460/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
23.	27/01/2007	Agreement to Sell registered as registered as Document No.7289/2006-07.
24.	12/07/2007	Deed of Cancellation of Sale Agreement registered as Document No.2462/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
25.	e e	Mutation Register Extract bearing MR No.8/2007-08.

26.	12/07/2007	Sale Deed registered as Document No.2461/2007-08 and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.	
27.		Mutation Register Extract bearing MR No.23/2007-08.	
28.	12/07/2007	Sale Deed registered as Document No.2463/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.	
29.		Mutation Register Extract bearing MR No.24/2007-08.	
30.	19/06/2008	Order passed in proceedings bearing No.RRT.DIS.257/2007-08 before the Court of the Tahsildar, Kanakapura Taluk.	
31.		Mutation Register Extract bearing MR No.66/2007-08.	
32.	1	Mutation Register Extract bearing MR No.T27/2020-21.	
33.		Hissa Survey Pakka for Survey No.90/18.	
34.		Akarbandh for Survey No.90/18 & 90/44.	
35.	18/12/2020	No Objection Certificate bearing No.K.VP.No.42/2020-21 by the Panchayat Development Authority, Kaggalahalli Gram Panchayath, Kanakapura.	
36.	18/06/2021	Notice demanding payment of Fee bearing No.KDA/69(2)/LU/13/2020-21 issued by the Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura.	
37.	14/07/2021	Change of Land Use issued by the Joint Director, Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura bearing No.KDA/69(2)LU/13/2020-21/279.	
38.	30/04/2022	Conversion Order bearing No.325496 issued by Deputy Director, Ramnagara District.	

39.	30/04/2022	Conversion Order bearing No.325477 issued by Deputy Director, Ramnagara District.
40.	28.02.2022	Joint Development Agreement registered as Document No.3807/2021-22 in Book-I and stored in CD No. KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bengaluru.
41.	28.02.2022	General Power of Attorney registered as Document No.451/2021-22 in Book-IV and stored in CD No. KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bangalore.
42.	11.10.2022	Rectification Deed to the JDA, registered as document bearing No.8630/2022-23 in Book-I and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura.
43.	11.10.2022	Rectification to GPA registered as Document No.410/2022-23 in Book-IV and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura.
44.		Survey Sketch.
45.	27.11.2021	Limited Liability Partnership Agreement of M/s.Siddanthbuilders And Developers LLP.
46.	08.12.2021	Certificate of Incorporation of LLP in Form 16 of 'M/s.Siddanthbuilders And Developers LLP' bearing LLP identification No.AAZ-8077.
47.	03.09.2022	Residential layout plan approval dated 03.09.2022 from the Joint Director, Urban and Rural Planning and Member Secretary, Kanakapura Planning Authority, Kanakapura.
48.	06.05.2022	Sanctioned Layout Plan issued by Member Secretary, Kanakapura Planning Authority, Kanakapura.
49.		RTCs.

50.	17/07/2021	Tax Paid Receipt bearing No.0626401.	
51.	13/03/2018	Endorsement bearing No.PTCL/CR/40/2017-18 issued by the Tahsildar, Kanakapura Taluk.	
52.	31/07/2021	Endorsement bearing No.RD0038686094511 issued by the Tahsildar, Kanakapura Taluk.	
53.		RR Pakka in respect of Survey No.90/18.	
54.	-	Hissa Survey Pakka for Survey No.90/18.	
55.	-	Alienation Sketches for Survey Nos.90/18 and 90/44.	
56.		Survey Sketch.	
57.		Encumbrances Certificates.	
58.	03.09.2022	Endorsement issued by the Special Land Acquisition Officer, Karnataka Housing Board.	
59.	04.02.2022	Public Notice issued in Udayavani and The Hindu publications.	

### **ADVOCATES**

03 November, 2022

To,

M/s. Siddanthbuilders and Developers LLP,

No.305, 3rd Floor,

Brigade Business Suites,

No.44, near Ashoka Pillar,

Jayanagar 2nd Block, Bengaluru - 560 011

Kind Attn: Mr. Pruthvi S.

#### Dear Sir,

Re: Title Due Diligence Report in relation to all that piece and parcel of residentially converted lands bearing Survey No.90/42 measuring 2 acres 07 guntas, Survey No.96/2 measuring 3 acres 12 guntas (including 01 gunta of 'A' Kharab and excluding 09 guntas of 'B' Kharab), Survey No.97/1 measuring 13 guntas and Survey No.97/2 measuring 01 acre, altogether measuring 06 acres 32 guntas, situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, more particularly described in the Schedule hereinbelow and hereinafter referred to as "Schedule Property".

### 1. Schedule Property

## Detailed Description of the Schedule Property

#### Item No.1

All that piece and parcel of portion of residentially converted lands bearing Survey No.90/42 (old Survey No.90/6) measuring 2 acres 07 guntas, Survey No.96/2 measuring 3 acres 12 guntas (including 01 gunta of 'A' Kharab and excluding 09 guntas of 'B' Kharab) and Survey No.97/1 measuring 13 guntas, altogether measuring 05 acres 32 guntas, situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, Bangalore Rural District, and bounded on the:

East by

Halla and Lands in Survey Nos.96/3, 96/4, 97/5 & 90/18;

West by

Lands in Survey Nos.96/1, 90/4 & 90/5;

North by:

Halla and Village Boundary; and

South by:

Existing Road and Land in Survey No.90/6.

### **ADVOCATES**

#### Item No.2

All that piece and parcel of portion of residentially converted land measuring 01 acre in Survey No.97/2 situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, Bangalore Rural District, and bounded on the:

East by

Land in Survey No.33;

West by

Lands in Survey Nos.90/18 & 90/44;

North by:

Lands in Survey Nos.97/1 & 97/5; and

South by

Existing Road and Private Property.

The description of the Item Nos.1 and 2 is as per the Rectification of Joint Development Agreement dated 11.10.2022 bearing Document No.8630/2022-23.

The Village Map of Hosakote Village, Harohalli Hobli, Kanakapura Taluk reflects that the Schedule Property is located in Hosakote Village.

#### 2. Flow of Title

## In respect of Item No.1 of Schedule Property

Survey No.90/42 (earlier forming portion of Survey No.90/6) totally measures 2 acres 07 guntas, Survey No.96/2 totally measures 3 acres 21 guntas (inclusive of 01 gunta 'A' Kharab and 09 guntas of 'B' Kharab) and Survey No.97/1 totally measures 13 guntas. We have examined the Akarbandh which confirms the said total extents of Survey Nos.90/42, 96/2 and 97/1.

We have examined the preliminary records, Index of Lands and Record of Rights bearing Entry Nos.253 and 358 and Karda Nakalu for Survey No.90 which shows the name of Abdul Gafoor Sab and thereafter the name of Abdul Basheed as the earliest owner of Survey No.90/6 measuring 3 acres 33 guntas.

The Record of Rights bearing Entry No.359 and Karda Nakalu for Survey No.96 shows the name of Abdul Basheed as the earlier owner of Survey No.96/2 in terms of a Settlement Deed dated 06/06/1945 registered as Document No.4770/1944-45.

## **ADVOCATES**

Similarly, the preliminary records, Index of Lands and Record of Rights bearing Entry Nos.292 and 363 and Karda Nakalu for Survey No.97 shows the name of Abdul Gafoor as earliest owner and thereafter the name of Abdul Basheed as the subsequent owner of property bearing Survey No.97/1 measuring 13 guntas in terms of a Settlement Deed dated 06/06/1945 registered as Document No.4770/1944-45.

We have been furnished with a Mehr Deed dated 20/04/1912 wherein it appears that Survey No.96 which originally measured 11 acres 20 guntas and Survey No.97 which originally measured 6 acres 08 guntas, originally belonged to one Isumiya Sab, who conveyed the same along with other properties in favour of his wife Peerambi under the said Meher Deed registered as Document No.1153 in Book-I, Volume-111 at Pages 140 to 143 in the office of the Sub-Registrar in the office of the jurisdictional Sub-Registrar.

We have examined the Genealogical Tree of Isumiya Sab authenticated by the Village Accountant, Kanakapura Taluk which shows that Isumiya Sab was married to (i)Ameenabi and (ii)Peerambi. He had one son each from 1st wife namely Khadar Moideen Sab and Abdul Gafoor Sab from his 2nd wife Peerambi. It is also reflected that Abdul Gafoor Sab was married to (i)Hajinabi and (ii)Biyambee and that he had one son Abdul Suban from his 1st wife Hajinabi and ten children viz., (a)Abdul Basheed (b) Abdul Basheer (c) Abdul Vajeed alias Abdul Vajiz (d)Isumiya Sab (e) Abdul Khalak (f)Abdul Samad (g)Makbulunnisa (h)Khairunnisa (i)Rokiyabi and (j)Faijunnisa, from of his 2nd wife Biyambee.

On 09/01/1939 Khadar Moideen Sab son of Isumiya Sab (from his 1st wife) executed a Settlement Deed registered on 04/05/1939 as Document No.2652 in Book-I, Volume-557 at Pages 121 to 124 in the office of the Sub-Registrar, Kanakapura in favour of Abdul Gafoor Sab son of Isumiya Sab (from his 2nd wife) whereunder several properties which altogether measured 24 acres 02 guntas were settled in favour of Abdul Gafoor Sab including Survey Nos.(i)90 measuring 04 acres; (ii)90 measuring 28 guntas; (iii)90, 96 and 97 measuring 1 acre 20 guntas; (iv) 90 measuring 1 acre 15 guntas; and (v) 97 measuring 3 acres 15 guntas. It is stated in the recitals in the said Deed that Khadar Moideen Sab's

#### **ADVOCATES**

mother is Ameenabi and Abdul Gafoor Sab's mother is Peerambi and that Isumiya Sab had conveyed certain properties to each of his wife Ameenabi and Peerambi by way of a Meher and that half of the properties belonging to Ameenabi were being settled by her son Khadar Moideen Sab in favour of Abdul Gafoor Sab (son of Isumiya Sab and his second wife Peerambi) under the said Deed.

In the meanwhile, it appears that Survey Nos.90, 96 and 97 were subdivided into several parcels of land. We have not been furnished with the earliest documents evidencing the same. However, the extents upon such subdivision have been subsequently confirmed by the Akarbandh and the RTCs.

Subsequently, Abdul Gafoor Sab executed a Settlement Deed dated 20/05/1945 registered on 28/06/1945 as Document No.4770 in Book-I, Volume-763 at Pages 58 to 60 in the office of the Sub-Registrar, Kanakanahalli in favour of his son Abdul Basheed, since minor, represented by his mother Biyambee whereunder several properties including Survey Nos.90/6 measuring 2 acres 33 guntas, 96/2 measuring 3 acres 09 guntas and 97/1 measuring 13 guntas was settled in favour of Abdul Gafoor Sab. It is stated in the said Deed that, his first wife Hajinabee was then issueless and in the event of any children in the future, such child shall also have equal rights over all the properties mentioned therein. However, it is reflected in the family tree of Abdul Gafoor Sab that he had a son Abdul Suban from his first wife Hajinabee and that he shall also have equal rights over all the properties mentioned in the said Deed including the aforesaid properties. However, Abdul Suban has joined as Consenting Party to the future transactions.

On 18/01/1948 one Karigowda, Chikkalingegowda and Shiddiah, jointly executed a document styled as a Mortgage Deed in favour of Abdul Gafoor Sab, which is registered as Document No.2818/1947-48 in Book-I, Volume-883 at Pages 17 to 19 in the office of the Sub-Registrar, Kankanahalli whereunder it is stated that lands bearing Survey Nos.90/6 measuring 2 acres 13 guntas, 96/2 measuring 3 acres 09 guntas and 97/1 measuring 13 guntas, altogether measuring 5 acres 35 guntas, belonging to Abdul Gafoor Sab, were being

## **ADVOCATES**

utilised by the Lessees' being Karigowda, Chikkalingegowda and Shiddiah, in the nature of lease, for cultivation purposes from Abdul Gafoor Sab thereby agreeing to pay Rs.360/- as lease amount every year and other usual terms and conditions.

In this regard, we have examined the Record of Rights bearing Entry Nos.342, 343 and 344 which records the aforesaid lands being leased in favour of Karigowda, Chikkalingegowda and Shiddiah vide Mutation Register extract bearing MR No.4/1944-45. We have been furnished with an Endorsement bearing No.RK.CR.38/2020-21 dated 28/07/2021 issued by the Tahsildar, Kanakpura Taluk which states that MR No.4/1944-45 cannot be issued since not available in their office records. We have also not been furnished with any documents evidencing the completion / early termination of the said lease. However, since the lease dates back to the year 1944-45 and there being no claims by any person arising out of the said lease, we are of the opinion that, the absence of such documents shall in no manner vitiate the right and title of Abdul Gafoor Sab to the said lands.

Later, on 02/05/1993, (i)Abdul Basheer (ii)Abdul Suban (iii) Abdul Khalak, and (iv)Abdul Samad ('Releasors') have released all their right, title and interest in respect of several properties including Survey Nos.90/6 measuring 3 acres 33 guntas, 96/2 measuring 3 acres 11 guntas and 97/1 measuring 13 guntas, amongst others, (we are concerned with only Survey Nos.90/6, 96/2 and 97/1 in this Report) in favour of their brothers Abdul Basheed and Isumiya Sab ('Releasees) under an unregistered Release Deed.

Similarly, on the same day, all the daughters of Abdul Gafoor Sab namely (i)Makbulunnisa (ii)Khairunnisa (iii)Rokiyabi and (iv)Faijunnisa, ('Releasors') have also executed an unregistered Release Deed in favour of their brothers Abdul Vajeed and Isumiya Sab ('Releasees') whereunder they released all their right, title and interest in respect of several properties including Survey Nos.90/6 measuring 3 acres 33 guntas, 96/2 measuring 3 acres 11 guntas and 97/1 measuring 13 guntas, among other properties.

#### **ADVOCATES**

It appears that, the Releasors under the aforesaid Release Deeds, have received certain monetary consideration in consideration of releasing their rights over the aforesaid properties. The aforesaid Release Deeds not being registered do not in any manner affect the title of the Releasees. However, the said Releasors under the two Release Deeds have joined as Consenting Parties to the subsequent transactions. In view of the same, the Releasors have thereby consented for all the subsequent transactions in relation to the property and hence, there being no ambiguity in this regard.

We have been furnished with a Mutation Register Extract bearing MR No.11/1998-99 which states that the revenue records were mutated in the name of Abdul Vajid and Isumiya Sab in respect of several properties including Survey Nos.90/6 measuring 3 acres 33 guntas, 96/2 measuring 3 acres 11 guntas and 97/1 measuring 13 guntas. The said mutation entry also states that the family of Abdul Gafoor Sab had cancelled the settlement made under the Settlement Deed dated 28/06/1945 before the panchayath authorities and that subsequently all the family members entered into a Panchayath Parikath on 29/01/1980 and 02/05/1993 and as per the said Panchayath Parikat, the names of Abdul Vajeed and Isumiya Sab were mutated in the revenue records.

It is pertinent to mention here that, we have not been furnished the copies of the two Panchayath Parikath to confirm the Parties therein and their respective allotments made therein. This however should not matter in view of the passage of time and also since Abdul Gafoor Sab and all his children having been subsequently joined as Consenting Parties to the future transaction, free of encumbrances.

On 27/01/2007 Abdul Gafoor Sab and his sons Abdul Vajeed alias Abdul Vajiz and Isumiya Sab agreed to sell properties measuring Survey Nos.90/6 measuring 2 acres 07 guntas, 96/2 measuring 3 acres 20 guntas and 97/1 measuring 13 guntas, altogether measuring 06 acres, Item No.1 of the Schedule Property herein, to one B.C.Ravikumar under an Agreement to Sell registered as Document No.7291/2006-07 in the office of the Sub-Registrar, Kanakapura which came to be subsequently cancelled in terms of a

## **ADVOCATES**

Cancellation Deed of the said Agreement to Sell dated 12/07/2007 registered as Document No.2494/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.

Simultaneously, Abdul Vajiz and Isumiya Sab sold Item No.1 of the Schedule Property to Akram Basha under a Sale Deed dated 12/07/2007 registered as Document No.2680/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. Under the said Deed, Abdul Gafoor Sab and his children and the children of his sons together with B.C.Ravikumar, have altogether joined as Consenting Parties, thereby consenting to the sale made in favour of Akram Basha. Accordingly, his name was mutated in the revenue records as per Mutation Register Extract bearing MR No.22/2007-08.

Subsequently, Abdul Vajeed and Isumiya Sab had raised objections for registering the name of Akram Basha in the revenue records and the said objections came to settled in proceedings bearing No.RRT.DIS.212/2007-08 before the Court of the Tahsildar, Kankapura Taluk and *vide* Order dated 07/12/2007 passed by the Tahsildar, it was directed to register the name of Akram Basha as the khathedar in respect of Item No.1 of the Schedule Property. Accordingly, the name of Akram Basha was registered as the khathedar in respect of Item No.1 of the Schedule Property as per Mutation Register Extract bearing MR No.43/2007-08.

Survey No.90/6 which totally measured 3 acres 33 guntas was subjected to phodi and divided into two portions and extent measuring 3 acres 12 guntas (no kharab) continued with Survey No.90/6 and extent measuring 21 guntas was assigned with Survey No.90/24 (no kharab) as reflected in the Mutation Register Extract bearing MR Nos.3/2010-11 and 24/2010-11.

Subsequently, Survey No.90/6 was again subjected to phodi whereunder Survey No.90/6 which measured 3 acres 09 guntas (no kharab land) was divided into two portions viz., Survey No.90/6 measuring 1 acre 02 guntas and 90/42 measuring 2 acres 07 guntas and

### **ADVOCATES**

the extent of land owned by Akram Basha was assigned with Survey No.90/42 measuring 2 acres 07 guntas as evidenced by Mutation Register Extract bearing MR No.T3/2018-19 and RR Pakka.

It is to be noted here that, even though Akram Basha had purchased 3 acres 20 guntas in Survey No.96/2, the RTCs for the year 2021-22 reflect his name as owner in respect of an extent measuring 3 acres 11 guntas excluding 01 gunta of 'A' kharab and 09 guntas of 'B' kharab. However, this shall in no manner affect the title of Akram Basha since the title deeds are for an extent more than the actual cultivable land.

Thus in the aforesaid manner Akram Basha came to own and possess the Item No.1 of the Schedule Property as absolute owner.

## In respect of Item No.2 of Schedule Property

The Item No.2 of the Schedule Property forms a portion of a larger property in Survey No.97/2 which totally measures 02 acres 10 guntas ('Larger Property'). The Akarbandh issued by the Tahsildar, Kanakapura Taluk confirms the total extent of land in Survey No.97/2 as measuring 02 acres 10 guntas.

It appears from the entries in the Preliminary Records, Karda Nakalu for Survey No.97 and the Hissa Survey Pakka that one Khadar Moideen Sab was the earliest owner of the Larger Property.

We have been furnished with the family tree of Khadar Moideen Sab authenticated by the Village Accountant, Kanakapura Taluk which shows that Khadar Moideen Sab was married to (1)Ameenabi; and (2)Peerambi. It further shows that Khadar Moideen Sab had nine children out of his first wife viz., (i)Pyaru Sab, (ii)Ajeez Sab, (iii)Basha Sab alias Peer Sab, (iv)Vajeer Sab, (v)Bujanbee, (vi)Kamarunnisa, (vii)Begum Jan, (viii)Akhtar Jan, and (ix)Mahimunnisa; and two children (i)Anwar Sab and (ii)Akhtar Jan, from his second wife.



## **ADVOCATES**

It appears that the Larger Property was divided amongst Khadar Moideen Sab and his five sons whereunder each person being entitled to 1/6th share in the Larger Property i.e. 15 guntas each.

On 16/02/1956 one of the sons of Khadar Moideen Sab namely Abdul Ajeez sold his portion of 1/6th share in 97/2 measuring 15 guntas, among other properties, to Mehboobi Jan alias Pyraribee wife of Ahmed Khan Saheb under Sale Deed registered as Document No.4438/1955-56 in Book-I, Volume-1229 at Pages 20 to 23 in the office of the Sub-Registrar, Kanakapura.

It is noted that, the aforesaid Abdul Ajeez subsequently re-conveyed his portion of 1/6<sup>th</sup> share in Survey Nos. 97/2 measuring about 15 guntas to Peerambi wife of Khadar Moideen Sab under Sale Deed dated 30/05/1956 registered as Document No.1492/1955-56 in Book-I in the office of the Sub-Registrar, Kanakapura, Bangalore.

It is pertinent to mention here that Abdul Ajeez had already conveyed his 1/6th share in Survey No.97/2 measuring about 15 guntas to Mehboobi Jan alias Pyaribee under registered Sale Deed dated 16/02/1956 and the said property was again subjected to Sale by Abdul Ajeez under registered Sale Deed dated 30/05/1956 executed in favour of Peerambi. Since, the said property was already sold to Pyaribee, the title of Peerambi cannot be construed as bonafide. However, since all the children of Peerambi having subsequently joined as Confirming Parties to the subsequent transactions, claims, if any, from any person claiming under her is barred by limitation due to passage of time.

On 05/08/1958 Md. Akhtar alias Pyaru Sab, another son of Khadar Moideen Sab sold his 1/6th share in Survey No.97/2 measuring 15 guntas, jointly to (i)Peer Sab alias Basha Sab son of Khadar Moideen Sab; and (ii)Fathima Bi alias Bibijan wife of Sabjan Saheb; under Sale Deed registered as Document No.3598/1958-59 in Book-I, Volume-1350 at Pages 146 to 148 in the office of the Sub-Registrar, Kanakapura.

Subsequently, Mahboobi wife of Ahmed Khan, who had purchased 15 guntas in Survey No. 97/2 under registered Sale Deed dated 16/02/1956, sold the same to Shamsunnisa

## **ADVOCATES**

wife of Ajeez Sab under Sale Deed dated 15/06/1962 which is registered as Document No.1921/1962-63 in Book-I, Volume-1563 at Pages 143 to 146 in the office of the Sub-Registrar, Kanakapura, Bangalore.

Shamsunnisa inturn sold the said 15 guntas in Survey No.97/2 to Peer Sab alias Basha Sab son of Khadar Moideen Sab under Sale Deed dated 28/09/1962 registered as Document No.3724 in Book-I, Volume-1681 at Pages 110 to 115 in the office of the Sub-Registrar, Kanakapura.

Later, Anwar Sab, son of Khadar Moideen Sab sold his 1/6th share in portion of Survey No.97/2 measuring 15 guntas to Basha Sab son of Khadar Moideen Sab under Sale Deed dated 30/01/1982 registered as Document No.1509 in Book-I, Volume-2397 at Pages 209 and 210 in the office of the Sub-Registrar, Kanakapura Taluk.

Thus, Peer Sab alias Basha Sab came to own the following extents in Survey No.97/2 in the following manner:-

- 7 ½ guntas under Sale Deed bearing Document No.3598/1958-59 (along with Fathima Bi who owns remaining 7 ½ guntas) (purchased from Md.Akhtar alias Pyaru Sab)
- 2. 15 guntas under Sale Deed bearing Document No.3724 (purchased from Shamsunnisa)
- 3. 15 guntas under Sale Deed bearing Document No.1509 (purchased from Anwar Sab)
- 4. 15 guntas (his 1/6th share)

Totally measuring about 1 acre 12 ½ guntas.

On 29/12/1991, Basha Sab entered into a Partition with his wife Majanabee under an unregistered Partition Deed whereunder portion of Survey No.97/2 measuring 01 acre, Item No.2 of the Schedule Property herein, along with another property, was allotted in her favour. However, it appears that the revenue records were jointly mutated in the names of Basha Sab and his wife Majanabee as per Mutation Register Extract bearing MR No.16/1991-92.

## **ADVOCATES**

As per the documents furnished to us, Basha Sab had title to the larger extent of portion of property measuring 1 acre 12 ½ guntas and since we are only concerned with the portion measuring 1 acre in Survey No.97/2 owned by Basha Sab, in this Report, his title to the extent of 1 acre in Survey No.97/2, which he has made over to his wife, cannot be disputed upon.

On 22/12/2003 Majanabee along with her sons Muneer Pasha, Aslam Pasha and Sardar Pasha sold Item No.2 of the Schedule Property along with another property to Akram Pasha under Sale Deed registered as Document No.4267/2003-04 in Book-I, Volume-3311 at Pages 33 to 36 in the office of the Sub-Registrar, Kanakapura. Accordingly, his name was mutated in the revenue records as per Mutation Register Extract bearing MR No.55/2003-04.

Subsequently, Survey No.97/2 which totally measures 2 acres 10 guntas was subjected to Phodi and subdivision whereunder Survey No.97/2 was divided into two portions. Portion measuring 02 acres was retained with Survey No.97/2 and portion measuring 10 guntas was assigned with Survey No.97/7 and that the portion owned by Akram Pasha measuring 01 acre, Item No.2 of the Schedule Property herein, was retained with Survey No.97/2 as evidenced by the entries in the Mutation Register Extract bearing MR No.45/2004-05.

It appears that Akram Pasha had agreed to sell lands bearing portion of Survey No.96/2 measuring 2 acres 28 guntas, Survey No.96/2 measuring 3 acres 20 guntas and Survey No.97/1 measuring 13 guntas, in all measuring 6 acres 12 guntas, to one B.C.Ravikumar under an Agreement to Sell dated 27/01/2007 registered as Document No.7289/2006-07. However, the said transaction came be cancelled between the parties thereto under a Deed of Cancellation of Sale Agreement dated 12/07/2007 registered as Document No.2462/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. The said cancellation was accordingly recorded in the revenue records as per Mutation Register Extract bearing MR No.8/2007-08.

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Subsequently, on 12/07/2007 Akram Pasha sold Item No.2 of the Schedule Property to Akram Basha under Sale Deed registered as Document No.2463/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura. In the said Deed, all the children of Khadar Moideen Sab and the family members of Abdul Ajeez, Basha Sab and Vajeer Sab, Noorjan (daughter of Fathima Bi who had jointly owned the land along with Basha Sab under Sale Deed registered as Document No.3598/1958-59 referred hereinabove), daughters of Khadar Moideen Sab and B.C.Ravikumar (earlier agreement holder) have altogether joined as Consenting Parties thereby consenting to the aforesaid sale made in favour of Akram Basha. Accordingly, the name of Akram Basha was mutated in the revenue records as per Mutation Register Extract bearing MR No.24/2007-08.

In appears that Akram Basha had applied to the revenue authorities to register his name in the revenue records as khathedar in respect of Item No.2 of the Schedule Property and it further appears that his predecessor-in-title Akram Pasha had raised objections for the registering the name of Akram Basha in the records of the revenue authorities, and the said objection was subsequently decided in proceedings bearing No.RRT.DIS.257/2007-08 before the Court of the Tahsildar, Kanakapura Taluk and *vide* Order dated 19/06/2008 passed by the Tahsildar, wherein, it was directed to register the name of Akram Basha as the khathedar in respect of Item No.2 of the Schedule Property. The said Order further states that the dispute between Akram Pasha and Akram Basha has been settled amicably. Accordingly, the name of Akram Basha was registered as the khathedar in respect of Item No.2 of the Schedule Property as per Mutation Register Extract bearing MR No.66/2007-08.

We have examined a 11E Field Sketch which shows the name of Akram Basha as the khathedar of portion of Survey No.97/2 measuring 01 acre and we have also examined the Akarbandh which, upon phodi, confirms the total extent of land in Survey No.97/2 as measuring 02 acres.

### **ADVOCATES**

Thus in the aforesaid manner, Akram Basha came to own and possess the Item No.2 of the Schedule Property as absolute owner.

## 3. Change of Land Use and Conversion

It appears that the Schedule Property was earlier earmarked in the Master Plan under the Kanakapura Development Authority for the purposes of Parks and Open Spaces. Subsequently, Akram Basha applied to the Panchayath Development Authority seeking their sanction for utilizing the Schedule Property for residential use, which was accordingly issued in terms of a No Objection Certificate bearing No.K.VP.No.42/2020-21 dated 18/12/2020 by the Panchayat Development Authority, Kaggalahalli Gram Panchayath, Kanakapura which states that the said authority has no objection in obtaining a change of land use in respect of the Schedule Property for residential purposes.

Further, Akram Basha upon payment of requisite fee for obtaining the change of land use as demanded by the Kanakapura Development Authority in terms of their Notice demanding payment of Fee bearing No.KDA/69(2)/LU/13/2020-21 dated 18/06/2021 issued by the Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kanakapura and also upon compliance of all requisite terms and conditions by Akram Basha, the said Authority sanctioned the change of land use earmarking the Schedule Property for residential use in terms of Change of Land Use issued by the Joint Director, Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura bearing No.KDA/69(2)LU/13/2020-21/279 dated 14/07/2021 subject to certain terms and conditions mentioned therein.

Accordingly, Akram Basha has subsequently applied for a Conversion of the Schedule Property from agricultural to non-agricultural residential purposes issued by the Deputy Director, Ramanagara District, as per the below conversion orders:-

Sl.N	Conversion Order No.	Survey	Extent
o.	and Dated	Number	
1.	325490 dated 30.04.2022	90/42	02 Acres 07 Guntas

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2.	325483 dated 30.04.2022	96/2	03 Acres 11 Guntas and 01 Gunta of 'A' Kharab land
3.	325500 dated 30.04.2022	97/1	13 guntas
4.	325472 dated 01.06.2022	97/2	01 Acre
Total			06 Acres 32 Guntas (inclusive of 01 Gunta 'A' Kharab in Survey No.96/2)

### 4. Development of Schedule Property

Akram Basha ("Owner") with an intention to to develop the Schedule Property along with other properties, which altogether measure 08 acres 30 guntas, into a plotted development project comprising of sites of different dimensions and for the same has entered into a Joint Development Agreement ("JDA") on 28.02.2022 with M/s.Siddanthbuilders and Developers LLP, ('Developers') a Limited Liability Partnership, represented by its Designated Partners Mr.Pruthvi.S and Mr.Mudassir Ahmed.M, which is registered as Document No.3807/2021-22 in Book-I and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bengaluru. It was mutually agreed between the parties therein that the Developers shall be entitled to market the entire saleable area in the development and is also entitled to receive the entire sale consideration towards such sale of sites in the development, amongst other terms and conditions.

Akram Basha simultaneously executed a General Power of Attorney dated 28.02.2022 in favour of M/s.Siddanthbuilders and Developers LLP, which is registered as Document No.451/2021-22 in Book-IV and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bangalore, ("GPA") thereby empowering the Developers to develop the Schedule Property along with other properties in terms of the Joint Development Agreement of even date and also authorizing for sale of the entire saleable

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area in the development and also to receive the entire sale consideration towards such sale of sites in the development.

Subsequently, due to certain errors that had crept into the JDA in the description of the extents of the lands in the schedule to the JDA, the Owner and the Developers executed a Rectification Deed to the JDA dated 11.10.2022, registered as document bearing No.8630/2022-23 in Book-I and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura and simultaneously rectified the GPA under Rectification to GPA dated 11.10.2022 registered as Document No.410/2022-23 in Book-IV and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura, under which the total extent of the land for development was extended to 08 acres 30 guntas comprised in Schedule Property herein along with other properties.

We are also provided with a copy of the Survey Sketch which confirms with the actual shape and boundaries of the property under development.

Mr. Akram Basha being the absolute owner has entrusted the development of the Schedule Property to M/s.Siddanthbuilders and Developers LLP under the aforesaid Joint Development Agreement, who are now entitled to develop the Schedule Property by carving out a residential layout.as per the terms and conditions of the JDA mentioned therein.

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Limited Liability Partnership Agreement of M/s.Siddanthbuilders And Developers LLP We have examined the Limited Liability Partnership Agreement of M/s.Siddanthbuilders And Developers LLP dated 27.11.2021 and the Certificate of Incorporation of LLP in Form 16 of 'M/s.Siddanthbuilders And Developers LLP' bearing LLP identification No.AAZ-8077 dated 08.12.2021 issued by the Registrar of Companies. The Limited Liability Partnership confirms the names of Pruthvi Surendra and Mudassir Ahmed as Designated Partners of the said LLP.

### 5. Layout Sanction Plan

In compliance of the terms of the JDA, the Developers have applied for and obtained a provisional residential layout plan approval dated 03.09.2022 from the Joint Director, Urban and Rural Planning and Member Secretary, Kanakapura Planning Authority, Kanakapura passed in their proceedings of the meeting bearing No.82 dated 06.05.2022 as per the layout plan provided to us. We note that, a provisional approval for residential layout has been obtained for a total of 141 sites of different dimensions comprised in the Schedule Property herein along with other properties.

## 6. Record of Rights, Tenancy, and Crops Extracts (RTCs):

We have been provided with the following RTC extracts issued in relation to the Schedule Property:

- 6.1 <u>In relation to Survey No.90/6 measuring 2 acres 07 guntas (presently bearing new Survey No.90/42) ie, Item No.1 of the Schedule Property:</u>
  - i. RTC extract for the period from 1970-71, 1971-72, 1975-76 to 1978-79 in respect of extent measuring 3 acres 33 guntas, reflects the name of Abdul Basheed as the owner and the name of Basha Sab as the cultivator;
  - ii. RTC extracts for the period from 1980-81, 1981-82, 1987-88 to 1991-91 in respect of extent measuring 3 acres 33 guntas reflects the name of Abdul Basheed as the owner in terms of RR No.358 and MR No.4/1944-45 and the name of Abdul Vajeed and Abdul Khalak as the cultivators;

- iii. RTC extracts for the period from 2001-02 and 2002-03 in respect of extent measuring 3 acres 33 guntas shows the names of Abdul Vajeed and Isumiya Sab as owners and cultivators in terms of MR No.11/1998-99;
- iv. RTC extracts for the period from 2005-06, 2006-07, 2008-09 to 2010-11 in respect of extent measuring 3 acres 33 guntas shows the names of Abdul Vajeed and Isumiya Sab as owners in respect of extent measuring 3 acres 6.04 guntas in terms of MR No.11/1998-99 and thereafter the name of Akram Basha in respect of extent measuring 2 acres 07 guntas in terms of MR No.43/2007-08;
- v. RTC extracts for the period from 2011-12 to 2014-15, 2016-17 in respect of Survey No.90/6 and RTC extracts for the period from 2018-19 to 2020-21 in respect of Survey No.90/42 in respect of extent measuring 2 acres 07 guntas shows the name of Akram Basha in terms of MR Nos.43/2007-08 and T3/2018-19;
- 6.2 In relation to Survey No.96/2 measuring 3 acres 21 guntas inclusive of 01 gunta of 'A' Kharab and 09 guntas of 'B' Kharab ie, Item No.2 of the Schedule Property
  - RTC extracts for the period from 1970-71, 1971-72, 1975-76 to 1983-84 and 1987-88 to 1990-91 in respect of extent measuring 3 acres 21 guntas shows the name of Abdul Basheed as the owner and cultivator in terms of RR 359 and MR No.4/1944-45;
  - ii. RTC extracts for the period from 1997-98, 1998-99, 2001-02 to 2007-08 in respect of extent measuring 3 acres 20 guntas and 01 gunta of 'A' kharab shows the name of Abdul Vajeed and Isumiya Sab as the owners and cultivators in terms of MR No.11/1998-99 and thereafter for the period from 2008-09 to 2014-15 shows the name of Akram Basha as the owner and cultivator in terms of MR No.43/2007-08;
  - iii. RTC extracts for the period from 2018-19 to 2021-22 in respect of extent measuring 3 acres 21 guntas inclusive of 01 gunta of 'A' Kharab and 09 guntas of 'B' Kharab shows the name of Akram Basha as the owner and cultivator for extent measuring 3 acres 11 guntas in terms of MR No.43/2007-08;
- 6.3 <u>In relation to Survey No.97/1 measuring 13 guntas ie, Item No.2 of the Schedule Property</u>
  - i. RTC extracts for the period from 1970-71to 1983-84 and 1987-88 to 1990-91 in respect of extent measuring 13 guntas shows the name of Abdul Basheed as the owner and cultivator in terms of RR 359 and MR No.4/1944-45;

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- ii. RTC extracts for the period from 1997-98 to 2007-08 in respect of extent measuring 13 guntas shows the name of Abdul Vajeed and Isumiya Sab as the owners and cultivators in terms of MR No.11/1998-99 and thereafter for the period from 2008-09 to 2012-13, 2014-15, 2018-19 to 2020-21 shows the name of Akram Basha as the owner and cultivator in terms of MR No.43/2007-08;
- 6.4 <u>In relation to Survey No.97/2 measuring 01 acre ie, Item No.2 of the Schedule Property:</u>

We note from the RTCs that, Survey No.97/2 totally measured 2 acres 10 guntas and there being no kharabh land.

- RTC extract for the period from 1970-71 to 1979-80 reflects the name of Khadar Moideen Sab as the owner and the name of Basha Sab as the cultivator;
- ii. RTC extracts for the period from 1980-81 to 1990-91 reflects the name of Basha Sab as the owner and cultivator, in terms of MR No.16/1981-82 in respect of 15 guntas and IHC.7/1984-85 in relation to 1 acre 35 guntas;
  - We have examined an Endorsement bearing No.RK/CR/88/2021-22 dated 16/08/2021 issued by the Tahsildar, Kanakapura Taluk which states that MR No.16/1981-82 and IHC.7/1984-85 cannot be issued since destroyed.
- iii. RTC extracts for the period from 1991-92, 1994-95 to 1996-97 reflects the name of Majanabee wife of Basha Sab as owner and cultivator in respect of entire extent of 2 acres 10 guntas in terms of MR 16/1991-92. We have examined the said MR 16/1991-92 which is subjected to only 01 acre in Survey No.97/2. However, the name of Majanabee in respect of the entire extent is an error in the RTCs which has been subsequently rectified in the further RTCs;
- iv. RTC extracts for the period from 2003-04 and 2004-05 reflects the name of Akram Pasha as the owner and cultivator in respect of portion measuring 01 acre in terms of MR 55/2003-04;
- v. RTCs extracts for the period from 2005-06, 2006-07, 2009-10, 2011-12 to 2014-15 shows the entire extent as measuring 02 acres and further reflects the name of Akram Basha as the owner and cultivator in respect of portion measuring 01 acre in terms of MR 55/2003-04;

#### **ADVOCATES**

vi. RTC extracts for the period from 2018-19 to 2020-21 shows the entire extent of Survey No..97/2 as measuring 01 acre and further reflects the name of Akram Basha as the owner and cultivator in terms of MR 66/2007-08.

We have examined the Akarbandh in this regard which shows the entire extent of Survey No.97/2 as measuring 01 acre.

#### 7. Tax Paid Receipts

We have been provided with the Tax Paid Receipt bearing No.0626401 dated 17/07/2021 issued by the office of the Tahsildar, Kanakapura Taluk, Bangalore in relation to the Schedule Property which shows that the revenues are paid for the year 2021-22 in respect of the Schedule Property.

#### 8. Endorsements:

- 8.1 We have examined an Endorsement bearing No.PTCL/CR/40/2017-18 dated 13/03/2018 issued by the Tahsildar, Kanakapura Taluk which states that there are no proceedings filed under the provisions of the Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978, in respect of the Schedule Property.
- 8.2. We have further examined an Endorsement bearing No.RD0038686094511 dated 31/07/2021 issued by the Tahsildar, Kanakapura Taluk which states that there are no tenancy applications filed under the provisions of the Karnataka Land Reforms Act, 1961 in respect of the Schedule Property.

#### 9. Survey Documents

We have examined the RR Pakka in respect of Survey No.90/6 which shows that the extent of land measuring 2 acres 7 guntas owned by Akram Basha is assigned with new Survey No.90/42 and confirms the shape and boundaries of land bearing Survey No.90/42.

We have examined the Hissa Survey Pakka for Survey No.96 which shows that Survey No.96 was divided into four portions and that portion of land admeasuring 3 acres 21

#### **ADVOCATES**

guntas inclusive of 12 guntas of kharab was assigned with Survey No.96/2 and that the name of Abdul Gafoor Sab is shown as the khathedar of the Survey No.96/2.

We have examined the Hissa Survey Pakka in respect of Survey No.97 which shows that Survey No.97 was divided into five portions and that land measuring 13 guntas was assigned with Survey No.97/1 and land measuring 2 acres 10 guntas was assigned with Survey No.97/2 and the names of Abdul Gafoor Sab and Khadar Moideen Sab, are shown as the khathedars of Survey Nos.97/1 and 97/2, respectively.

We have also examined the Alienation Sketches in respect of each of the Survey Nos.90/6, 96/2, 97/1 and 97/2 prepared by the Land Surveyor, Kanakapura Taluk which confirms the extents and the boundaries of the Schedule Property.

We have also examined a consolidated Survey Sketch of the Schedule Property prepared by the Land Surveyor which shows the boundaries of the Schedule Property and that the Schedule Property is contiguous in nature and forms one composite property.

#### Encumbrances Certificates:-

- 1. Encumbrance Certificate bearing S.A No.6534/2021-22 for the period from 01/04/1955 to 31/03/2004 in respect of Survey No.90/6 measuring 01 acre;
- 2. Encumbrance Certificate bearing S.A No.13486/2020-21 for the period from 01/01/1992 to 31/03/2004 in respect of Survey No.96/2 measuring 3 acre 21 guntas, Survey No.97/1 measuring 13 guntas and Survey No. 97/2 measuring 1 acre;
- 3. Encumbrance Certificate bearing S.A No.6533/2021-22 for the period from 01/01/1955 to 31/03/2004 in respect of Survey No.97/1 measuring 13 guntas and 97/2 measuring 01 acre;
- 4. Nil Encumbrance Certificate bearing S.A No.6535/2021-22 for the period from 01/04/1955 to 31/03/2004 in respect of Survey No. 96/2 measuring 3 acres 11 guntas;

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- 5. Encumbrance Certificate bearing S. A No.16351/2014-15 for the period from 01/04/2004 to 13/10/2014 in respect of Survey No.90/6 and Survey No.97/1, and 97/2 measuring 03 acres 11 guntas;
- 6. Encumbrance Certificate bearing S.A No.6535/2021-22 for the period from 01/04/12004 to 08/08/2021 in respect of Survey No. 90/6 (New Survey No. 90/42);
- 7. Encumbrance Certificate bearing S. A No.113486/2021-22 for the period from 01/04/2004 to 06/12/2020 in respect of Survey Nos.97, 90/42, 96/2 and 97/1;
- 8. Encumbrance Certificate bearing S.A No.6533/2021-22 for the period from 01/04/2004 to 09/08/2021 in respect of Survey No. 97/1 and 97/2;
- 9. Encumbrance Certificate bearing S.A No.16351/2014-15 for the period from 01/04/2004 to 13/10/2014 in respect of Survey No. 90/6, 96/2 and 97/1;
- 10. Encumbrance certificate bearing S.A No.6535/2021-22 for the period from 01/04/2004 to 09/08/2021 in respect of Survey No. 96; and
- 11. Encumbrance certificate bearing S.A No.14466/2022-23 for the period from 21/04/2022 to 26/10/2022 in respect of Survey No.90, 96 and 97;

On perusal of the aforesaid Encumbrance Certificates, there appears to be no registered mortgages/charges created in respect of the said properties during the said period and that it also records the registered transactions as discussed hereinabove at relevant period of time.

#### 11.Acquisition

We have been furnished with an Endorsement dated 03.09.2022 issued by the Special Land Acquisition Officer, Karnataka Housing Board (KHB) which confirms that the Schedule Property is not under acquisition for any of its schemes as on that date.

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#### **ADVOCATES**

#### 12. Litigation

Based on the documents provided for our review, it appears that there are no subsisting litigations or proceedings in relation to the Schedule Property. However, no search has been conducted either online or in the courts to ascertain the pendency of any disputes.

#### 13. Verification of Originals

Our report is based on the photocopies of the documents produced for our inspection as set out in the list annexed hereto as **Annexure** and we have not carried out verification of the original title documents;

#### 14. Public Notice

As per the instructions of the client, we had issued a Public Notice dated 04.02.2022 in Udayavani and The Hindu publications calling for objections, if any, for the proposed joint development of the Schedule Property herein along with other properties and we note that there were no objections received from any person/entity for the proposed joint development of the Schedule Property along with other properties.

#### 15. Conclusion:

Based on the review of documents provided to us, we note that Akram Basha is the absolute owner of the Schedule Property subject to the rights created in favour of M/s.Siddanthbuilders and Developers LLP in terms of the registered Joint Development Agreement dated 28.02.2022 and registered Rectification of Joint Development Agreement dated 11.10.2022 including but not limited to all the rights in respect of development and marketability of the entire saleable area in the development in the Schedule Property.

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### 16. Opinion:

On the basis of our scrutiny and examination of the photocopies of the documents produced and listed in the Annexure hereinbelow and on the basis of information/documents furnished to us and after consideration of all relevant laws applicable, we are of the opinion that Akram Basha is the absolute owner of all that residentially converted lands bearing Survey No.90/42 measuring 2 acres 07 guntas, Survey No.96/2 measuring 3 acres 12 guntas (including 01 gunta of 'A' Kharab and excluding 09 guntas of 'B' kharab), Survey No.97/1 measuring 13 guntas and Survey No.97/2 measuring 01 acre, altogether measuring 06 acres 32 guntas, situated at Hosakote Village, Harohalli Hobli, Kanakapura Taluk, subject to the interest created in favour of M/s.Siddanthbuilders and Developers LLP under the registered Joint Development Agreement dated 28.02.2022 and registered Rectification of Joint Development Agreement dated 11.10.2022.

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No. 1/1, Ground Floor, West Wing,
Unity Building Annexe,
P. Kalinga Rao Road, (Mission Road)

Bengaluru - 560 027

### **ADVOCATES**

### ANNEXURE

#### List of Documents Furnished

Sl.No.	Dated	Description of the document
1.	м:	Village Map of Hosakote Village, Harohalli Hobli,
		Kanakapura Taluk.
2.		Akarbandh for Survey Nos.90/42, 96/2 and 97/1.
3.		Preliminary Records for Survey No.90.
4.		Index of Lands for Survey No.90.
5.		Record of Rights bearing Entry Nos.253 and 358 for Survey No.90.
6.		Karda Nakalu for Survey No.90.
7.		Entry No.359 for Survey No.96.
8.		Karda Nakalu for Survey No.96.
9.		Preliminary Records for Survey No.97.
10.		Index of Lands for Survey No.97.
11.		Record of Rights bearing Entry Nos.292 and 363 for Survey No.90.
12.		Karda Nakalu for Survey No.97.
13.	20/04/1912	Meher Deed registered as Document No.1153 in Book-I,
8.4		Volume-111 at Pages 140 to 143 in the office of the Sub-Registrar in the office of the jurisdictional Sub-Registrar.
14.	5	Genealogical Tree of Isumiya Sab authenticated by the Village Accountant, Kanakapura Taluk.
15.	09/01/1939	Settlement Deed registered on 04/05/1939 as Document No.2652 in Book-I, Volume-557 at Pages 121 to 124 in the office of the Sub-Registrar, Kanakapura.

27.	07/12/2007	Order passed in proceedings bearing No.RRT.DIS.212/2007-08 before the Court of the Tahsildar, Kankapura Taluk.
26.		Mutation Register Extract bearing MR No.22/2007-08.
25.	12/07/2007	Sale Deed registered as Document No.2680/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
24.	12/07/2007	Cancellation Deed of the said Agreement to Sell registered as Document No.2494/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
23.	27/01/2007	Agreement to Sell registered as Document No.7291/2006-07 in the office of the Sub-Registrar, Kanakapura.
22.		Mutation Register Extract bearing MR No.11/1998-99.
21.	02/05/1993	Unregistered Release Deed by (i)Makbulunnisa (ii)Khairunnisa (iii)Rokiyabi and (iv)Faijunnisa in favour of Abdul Vajeed and Isumiya Sab.
20.	02/05/1993	Unregistered Release Deed by (i)Abdul Basheer (ii)Abdul Suban (iii) Abdul Khalak, and (iv)Abdul Samad in favour of Abdul Basheed and Isumiya Sab.
19.	28/07/2021	Endorsement bearing No.RK.CR.38/2020-21 issued by the Tahsildar, Kanakpura Taluk.
18.		Record of Rights bearing Entry Nos.342, 343 and 344.
17.	18/01/1948	Mortgage Deed in favour of Abdul Gafoor Sab, which is registered as Document No.2818/1947-48 in Book-I, Volume-883 at Pages 17 to 19 in the office of the Sub-Registrar, Kankanahalli.
16.	20/05/1945	Settlement Deed registered on 28/06/1945 as Document No.4770 in Book-I, Volume-763 at Pages 58 to 60 in the office of the Sub-Registrar, Kanakanahalli.

28.		Mutation Register Extract bearing MR No.43/2007-08.
29.		Mutation Register Extract bearing MR Nos.3/2010-11 and 24/2010-11.
30.		Mutation Register Extract bearing MR No.T3/2018-19.
31.		RR Pakka for Survey No.90/6.
32.		Akarbandh for Survey No.97/2 issued by the Tahsildar, Kanakapura Taluk.
33.		Preliminary Records for Survey No.97
34.		Karda Nakalu for Survey No.97
35.		Hissa Survey Pakka for Survey No.97.
36.	**************************************	family tree of Khadar Moideen Sab authenticated by the Village Accountant, Kanakapura Taluk
37.	16/02/1956	Sale Deed registered as Document No.4438/1955-56 in Book-I, Volume-1229 at Pages 20 to 23 in the office of the Sub-Registrar, Kanakapura.
38.	30/05/1956	Sale Deed registered as Document No.1492/1955-56 in Book-I in the office of the Sub-Registrar, Kanakapura, Bangalore.
39.	05/08/1958	Sale Deed registered as Document No.3598/1958-59 in Book-I, Volume-1350 at Pages 146 to 148 in the office of the Sub-Registrar, Kanakapura.
40.	15/06/1962	Sale Deed which is registered as Document No.1921/1962-63 in Book-I, Volume-1563 at Pages 143 to 146 in the office of the Sub-Registrar, Kanakapura, Bangalore.
41.	28/09/1962	Sale Deed registered as Document No.3724 in Book-I, Volume-1681 at Pages 110 to 115 in the office of the Sub- Registrar, Kanakapura.

42.	30/01/1982	Sale Deed registered as Document No.1509 in Book-I, Volume-2397 at Pages 209 and 210 in the office of the Sub-Registrar, Kanakapura Taluk.
43.	29/12/1991	Unregistered Partition Deed effected between Basha Sab and his wife Majanabee.
44.		Mutation Register Extract bearing MR No.16/1991-92.
45.	22/12/2003	Sale Deed registered as Document No.4267/2003-04 in Book-I, Volume-3311 at Pages 33 to 36 in the office of the Sub-Registrar, Kanakapura.
46.		Mutation Register Extract bearing MR No.55/2003-04.
47.	-	Mutation Register Extract bearing MR No.45/2004-05.
48.	27/01/2007	Agreement to Sell registered as Document No.7289/2006-07.
49.	12/07/2007	Deed of Cancellation of Sale Agreement registered as Document No.2462/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
50.		Mutation Register Extract bearing MR No.8/2007-08.
51.	12/07/2007	Sale Deed registered as Document No.2463/2007-08 in Book-I and stored in CD No.KNKD75 in the office of the Sub-Registrar, Kanakapura.
52.		Mutation Register Extract bearing MR No.24/2007-08.
53.	19/06/2008	Order passed in proceedings bearing No.RRT.DIS.257/2007-08 before the Court of the Tahsildar, Kanakapura Taluk.
54.		Mutation Register Extract bearing MR No.66/2007-08.
55.		11E Field Sketch.
56.		Akarbandh for Survey No.97/2.

57.	18/12/2020	No Objection Certificate bearing No.K.VP.No.42/2020-21 by the Panchayat Development Authority, Kaggalahalli Gram Panchayath, Kanakapura.
58.	18/06/2021	Notice demanding payment of Fee bearing No.KDA/69(2)/LU/13/2020-21 issued by the Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kanakapura
59.	14/07/2021	Change of Land Use issued by the Joint Director, Urban and Rural Development Authority and Member Secretary, Kanakapura Development Authority, Kankapura bearing No.KDA/69(2)LU/13/2020-21/279.
60.		Conversion Orders for Survey Nos.90/6, 96/2, 97/1, 97/2.
61.	28.02.2022	Joint Development Agreement registered as Document No.3807/2021-22 in Book-I and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bengaluru.
62.	28.02.2022	General Power of Attorney registered as Document No.451/2021-22 in Book-IV and stored in CD No.KNKD1346 in the office of the Sub-Registrar, Kanakapura, Bangalore.
63.	11.10.2022	Rectification Deed to the JDA, registered as document bearing No.8630/2022-23 in Book-I and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura.
64.	11.10.2022	Rectification to GPA registered as Document No.410/2022-23 in Book-IV and stored in CD No.KNKD1521 in the office of the Sub-Registrar, Kanakapura.
65.		Survey Sketch.

66.	27.11.2021	Limited Liability Partnership Agreement of M/s.Siddanthbuilders And Developers LLP.
67.	08.12.2021	Certificate of Incorporation of LLP in Form 16 of 'M/s.Siddanthbuilders And Developers LLP' bearing LLP identification No.AAZ-8077.
68.	03.09.2022	Residential layout plan approval dated 03.09.2022 from the Joint Director, Urban and Rural Planning and Member Secretary, Kanakapura Planning Authority, Kanakapura.
69.	06.05.2022	Sanctioned Layout Plan issued by Member Secretary, Kanakapura Planning Authority, Kanakapura.
70.		RTCs for Survey Nos.90/6, 90/42, 96/2, 97/1 and 97/2.
71.	17/07/2021	Tax Paid Receipt bearing No.0626401.
72.	13/03/2018	Endorsement bearing No.PTCL/CR/40/2017-18 issued by the Tahsildar, Kanakapura Taluk
73.	31/07/2021	Endorsement bearing No.RD0038686094511 issued by the Tahsildar, Kanakapura Taluk
74.		RR Pakka in respect of Survey No.90/6.
75.		Hissa Survey Pakka for Survey No.96.
76.		Hissa Survey Pakka in respect of Survey No.97.
77.		Alienation Sketches for Survey Nos.90/6, 96/2, 97/1 and 97/2.
78.	9	Survey Sketch for Survey Nos.90/42, 96/2, 97/1 and 97/2.
79.		Encumbrances Certificates.
80.	03.09.2022	Endorsement issued by the Special Land Acquisition Officer, Karnataka Housing Board.
81.	04.02.2022	Public Notice issued in Udayavani and The Hindu publications.