

Kusuma R. Muniraju • Kusuma Kaushik

B. S. Shankarnarayan • S. Venkateshwara Rao • J. Ravi Sunder • T.K.Thyagaraj • M.S. Sanjeeva Kumar
 Geetha H. G. • B N Dileep Kumar • Basavaraj. B.R. • Lola Ravi • N.L. Maheshwara Prasad

Bangalore,
 Dt: 20/08/2014.

M/s.BRIGADE ENTERPRISES LTD.,
 Third Floor, 'Hulkul Brigade Centre',
 No.82, Lavelle Road,
 BANGALORE - 560 001.

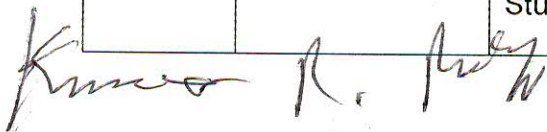
Sirs,

Sub: Title Opinion in respect of property measuring 04 Acres 31 Guntas in Sy.No.50 situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk and presently forming part of Panchayath Khata No.336/49, 50, 51 and 52/2 in the records of Mandur Gram Panchayath, Bidarahalli Hobli, Bangalore East Taluk.

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I am furnished with the photocopies of the following documents and my opinion is as follows:-

SL NO.	DATE	NATURE OF THE DOCUMENTS
1.	12/09/1960	Sale Deed executed by (1) Smt.Lakshmakka and her sons in favour of Sri.P.S.Deva Das registered as Document No.2139/1960-61 in Book-I, Volume-974, at pages 173 to 176, in the Office of Sub-Registrar, Hoskote in respect of Property measuring 06 Acres 20 Guntas in Sy.No.50 of Huskur Village.
2.	30/01/1963	Certified Copy of Lease Deed executed by Sri.P.S.Deva Das in favour of Sri.P.S.Ranganathan, registered as Document No.3296/1962-63 in Book I, Volume 1048, at pages 185 to 193, in the Office of Sub-Registrar, Hoskote in respect of property in Sy.No.50 along with other properties of Huskur and Nimbekayipura Villages.
3.	30/03/1970	Indenture of Sale executed by Sri.P.S.Deva Das in favour of M/s. Highclere Stud and Agricultural Farm, registered as Document No. 4163/1969-70 in Book I, Volume 1270, at pages 102 to 107, in the Office of Sub-Registrar, Hoskote in respect of property in Sy.No.50 along with other properties of Huskur and Nimbekayipura Villages.
4.	01/01/1966	Partnership Deed executed between (1) Sri.P.S.Ranganathan (2) Sri.P.N.Gopirathnam and (3) Sri.P.N.Lava Kumar constituting M/s.Highclere Stud and Agricultural Farm.



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5.	03/11/2004	Deed of Dissolution executed between (1) Sri.P.S.Ranganathan (2) Sri.P.N.Lava Kumar and (3) Sri.P.N.Basanth Kumar registered as Document No.21693/2004-05 in Book-I and stored in C.D No.KRID84, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore distributing property bearing Sy.No.50 and Sy.No.51 along with Sy.No.49 and Sy.No.52/6 of Huskur Village along with other properties in Nimbekayipura Village in all measuring 39 Acres 00 Guntas in favour of Sri.P.S.Ranganathan.
6.	22/01/2008	Order in Regular First Appeal bearing RFA No.2096/2006 passed by The Hon'ble High Court of Karnataka filed by (i) Smt.Usha Gopirathnam, (ii) Ms.Sanjana Rathnam and (iii) Ms.Devina Suresh against Sri.P.S.Ranganathan and 6 others.
7.	21/11/2007	Deed of Exchange executed between Sri.P.S.Ranganathan and Sri.K.R.Choudary, registered as Document No.2448/2007-08, in Book I and stored in C.D No.BDHD7, in the Office of Sub-Registrar, Bidarahalli, Bangalore.
8.	21/11/2007	Deed of Exchange between Sri.P.S.Ranganathan and Sri.R.Ramesh, registered as Document No.2450/2007-2008, in Book-I and stored in CD No.BDHD7, in the Office of Sub-Registrar, Bidarahalli, Bangalore.
9.	13/04/2009	Case papers in Special Leave to Appeal (Civil) SLP No.15685/2008 before Hon'ble Supreme Court filed by Smt.Usha Gopiratnam and others against Sri.P.S.Ranganathan and others.
10.	29/04/2009	Certified copy of Memorandum of Understanding executed between (1) Sri.P.S.Ranganathan, (2) M/s.Krishil Capital Holdings Pvt. Ltd., and (3) M/s.C.R. Holdings, a Partnership Firm registered as Document No.252/2009-10 in Book-I and stored in C.D No.BDHD22, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring (i) 01 Acre 23.12 Guntas in Sy.No.49 and (ii) 06 Acres 16.88 Guntas in Sy.No.52/2 (Old Sy.No.52/6) in all measuring 08 Acres 00 Guntas of Huskur Village.
11.	18/11/2004	Joint Development Agreement executed by Sri.P.S.Ranganathan in favour of Sri.K.R.Choudary registered as Document No.26633/2004-05 in Book-I and stored in C.D No.KRID100, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore.

Kumar R. R.

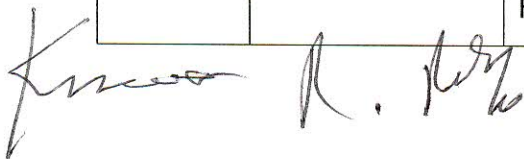
12.	18/11/2004	General Power of Attorney executed by (1) Sri.P.S.Ranganathan (2) Sri.K.R.Choudary (3) Sri.S.Venugopala Naidu and (4) Sri.R.Ramesh in favour of M/s.Krishi Projects Private Ltd., registered as Document No.603/2004-05 in Book-IV and stored in C.D.No.KRID100, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore empowering them to sell the property in Sy.No.50 and Sy.No.51 of Huskur Village.
13.	17/01/2005	Conversion Order bearing No.BDS.ALN(E)VB SR 388/04-05 issued The Special Deputy Commissioner, Bangalore District, Bangalore permitting property measuring (i) 06 Acres 02 Guntas in Sy.No.50 and (ii) 09 Acres 38 Guntas in Sy.No.51 of Huskur Village for non-agricultural residential use.
14.	17/03/2005	Sale Deed executed by Sri.P.S.Ranganathan in favour of Sri.R.Ramesh, registered as Document No.34866/2004-05 in Book-I and stored in C.D.No.KRID124, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore in respect of property measuring 03 Acres 07 Guntas including 05 Guntas Kharab in Sy.No.50 of Huskur Village.
15.	17/03/2005	Sale Deed executed by Sri.P.S.Ranganathan in favour of Sri.S.Venugopal Naidu, registered as Document No. 34864/2004-05 in Book-I and stored in C.D.No. KRID 124, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore in respect of property measuring 03 Acres 06 Guntas including 06 Guntas Kharab in Sy.No.50 of Huskur Village.
16.	28/06/2006	Official Memorandum bearing No.ALN(E)(VB)SR 388/04-05 issued by Special Deputy Commissioner, Bangalore District, Bangalore regarding change in land use from residential purpose to Commercial use in respect of property measuring (i) 06 Acres 02 Guntas in Sy.No.50 and (ii) 07 Acres in Sy.No.51 of Huskur Village.
17.	15/03/2007	Supplementary General Power of Attorney executed by (1)Sri.P.S.Ranganathan (2) Sri.K.R.Choudary (3) Sri.R.Ramesh (4) Sri.S.Venugopal Naidu in favour of M/s.Krishil Capital Holdings Pvt Ltd., (formerly M/s.Krishi Projects Pvt. Ltd.,) registered as Document No.922/2006-07 in Book-IV and stored in C.D.No.KRID290, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore empowering them to execute deeds in respect of property measuring 06 Acres 13 Guntas in Sy.No.50 of Huskur Village.

James R. Naidu

18.	20/04/2006	Award passed in Arbitration Case No.1/2005 filed before Arbitral Tribunal by M/s.GPR Housing Pvt. Ltd., against M/s.Highclere Stud and Agri Farm registered as Document No.778/2007-08 in Book-I and stored in C.D.No.BDHD3, in the Office of Sub-Registrar, Bidarahalli, Bangalore.
19.	11/08/2008	Award in Case bearing No.LAQ NH 4 SR 2/2006-07 passed by The Assistant Commissioner and Competent Authority, NH-4 for acquisition of 4009 Sq.Mtrs., in Sy.No.50 of Huskur Village.
20.	07/04/2007	Joint Development Agreement executed by (1) Sri.P.S.Ranganathan (2) Sri.K.R.Choudary (3) Sri.R.Ramesh (4) Sri.S.Venugopal Naidu in favour of M/s.Ansal Housing and Construction Ltd., registered as Document No. 55/2007-08 in Book-I and stored in CD No. BDHD1, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 32 Acres 06 Guntas in Sy.No.49, Sy.No.50, Sy.No.51 and Sy.No.52/2 (Old Sy.No.52/6) of Huskur Village.
21.	04/02/2009	Deed of Cancellation of Joint Development Agreement executed by (1)Sri.P.S.Ranganathan (2) Sri.K.R.Choudary (3) Sri.R.Ramesh (4) Sri.S.Venugopal Naidu (5) M/s.Krishil Capital Holdings Pvt Ltd., in favour of M/s. Ansal Housing and Construction Ltd., registered as Document No.683/2009-2010 in Book-I and stored in C.D.No. BDHD 23, in the Office of Sub Registrar, Bidarahalli, Bangalore in respect of property measuring 32 Acres 06 Guntas in Sy. Nos.49, 50, 51 and 52/2 (Old Sy.No.52/6) of Huskur Village.
22.	10/07/2009	Certified copy of Sale Deed executed by Sri.R.Ramesh in favour of (1)Sri.P.Panduranga Rao (2) Sri.Siva Sankara Rao Kanakamedala, (3) Sri.Sandeep Pinnamaneni (4) Smt.Shilpa Pamidimukkala (5) Sri.Srinivas Ravi (6) Smt.Kalyani Ravi, registered as Document No.844/2009-10 in Book-I and stored in CD No.BDHD 23, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 05 Acres 11 Guntas in Sy.No.50, Sy.No.51 and Sy.No.52/2 (Old Sy.No.52/6) of Huskur Village.
23.	17/09/2009	Sale Deed executed by Sri.R.Ramesh in favour of M/s. K. M. Asset Management Pvt. Ltd., registered as Document No.2069/2009-10 in Book I and stored in CD No. BDHD 26, in the Office of Sub Registrar, Bidarahalli, Bangalore in respect of property measuring 01 Acre 16 Guntas in Sy.No.50 and Sy.No.51 of Huskur Village.

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24.	29/03/2011	Deed of Cancellation of Joint Development Agreement dated 18/11/2004 executed between Sri.P.S.Ranganathan in favour of Sri.K.R.Choudary registered as Document No.6892/2010-11 in Book-I and stored in CD No.BDHD 64, in the Office of Sub-Registrar, Bidarahalli, Bangalore.
25.	29/03/2011	Deed of Cancellation of Registered General Power of Attorney dated 18/11/2004 as supplemented by Supplementary General Power of Attorney dated 15/03/2007 executed by (1) Sri.P.S.Ranganathan, (2)Sri.K.R.Choudary, (3) Sri.R.Ramesh, (4) Sri.S.Venugopala Naidu in favour of M/s.Krishil Capital Holdings Pvt. Ltd., registered as Document No.736/2010-11 in Book-IV and stored in C.D No.BDHD64, in the Office of Sub-Registrar, Bidarahalli, Bangalore.
26.	23/03/2011	Joint Development Agreement executed by (1) Sri.K.R.Choudary (2) Sri.S.Venugopal Naidu (3) Sri.P.Panduranga Rao (4) Sri.Siva Sankara Rao Kanakamedala, (5) Sri.Sandeep Pinnamaneni (6) Smt.Shilpa Pamidimukkala (7) Sri.Srinivasa Ravi (8) Smt.Kalyani Ravi and (9) M/s.K.M.Asset Management Pvt. Ltd., in favour of Brigade Enterprises Ltd., registered as Document No.6904/2010-11 in Book-I and stored in C.D No.BDHD 64, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 23 Acres 16.88 Guntas in Sy.Nos.49, 50, 51 and 52/2 (Old Sy.No.52/6) of Huskur Village.
27.	23/03/2011	General Power of Attorney executed by (1) Sri.K.R.Choudary (2) Sri.S.Venugopal Naidu (3) Sri.P.Panduranga Rao (4) Sri.Siva Sankara Rao Kanakamedala, (5) Sri.Sandeep Pinnamaneni (6) Smt.Shilpa Pamidimukkala (7) Sri.Srinivasa Ravi (8) Smt.Kalyani Ravi and (9) M/s.K.M.Asset Management Pvt. Ltd., in favour of M/s.Brigade Enterprises Ltd., registered as Document No.741/2010-11 in Book-IV and stored in C.D No.BDHD 64, in the Office of Sub-Registrar, Bidarahalli, Bangalore and empowered them to sell the Developer's share.
28.	15/02/2012	Certified copy of Sale Deed executed by M/s.K.M.Asset Management Pvt. Ltd., in favour of Sri.V.S.Chandrashekar registered as Document No.8730/2011-12 in Book-I and stored in C.D.No.BDHD81, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 01 Acre 16 Guntas in Sy.Nos.50 and 51 of Huskur Village.



29.	16/09/2013	Confirmation Deed executed by Sri.V.S.Chandrashekar in favour of M/s.Brigade Enterprises Ltd., registered as Document No.4811/2013-14 in Book-I and stored in C.D.No.INRD76, in the Office of Sub-Registrar, Indiranagar, Bangalore in respect of property measuring 01 Acre 16 Guntas in Sy.Nos.50 and 51 of Huskur Village.
30.	16/09/2013	General Power of Attorney executed by Sri.V.S.Chandrashekar in favour of M/s.Brigade Enterprises Ltd., registered as Document No.603/2013-14 in Book-IV and stored in C.D.No.INRD76, in the Office of Sub-Registrar, Indiranagar, Bangalore in respect of property measuring 01 Acre 16 Guntas in Sy.Nos.50 and 51 of Huskur Village.
31.		Demand Register Extract for the year 2010-11 issued by Secretary, Mandur Gram Panchayath, Bidarahalli Hobli, Bangalore East Taluk.
32.	30/10/2012	Relinquishment Deed executed by (1)Sri.K.R.Choudary (2) Sri.S.Venugopal Naidu (3) Sri.P.Panduranga Rao (4) Sri.Siva Sankara Rao Kanakamedala, (5) Sri.Sandeep Pinnamaneni (6) Smt.Shilpa Pamidimukkala (7) Sri.Srinivasa Ravi (8) Smt.Kalyani Ravi and (9) M/s.K.M.Asset Management Pvt. Ltd., in favour of Hoskote Planning Authority registered as Document No.1704/2012-13 in Book-I and stored in C.D No.SHVD156, in the Office of Sub-Registrar, Shivajinagar, Bangalore.
33.	07/11/2012	Work Order bearing No.HPA/L.A.O/16/2012-13 issued by Hoskote Planning Authority in respect of property measuring 05 Acres 02 Guntas in Sy.No.50 of Huskur Village.
34.	07/11/2012	Development Plan bearing No.HPA/L.A.O/16/2012-13 issued by Hoskote Planning Authority in respect of property measuring 05 Acres 02 Guntas in Sy.No.50 of Huskur Village.
35.	03/01/2014	Commencement Certificate issued by Urban and Rural Planning Joint Director and member Secretary, Hoskote Planning Authority, Hoskote for construction of basement + Ground + 20 Upper Floors in the property measuring 05 Acres 02 Guntas in Sy.No.50 of Huskur Village.
36.		Index of Lands and Records of Rights in respect of property bearing Sy.No.50 of Huskur Village.

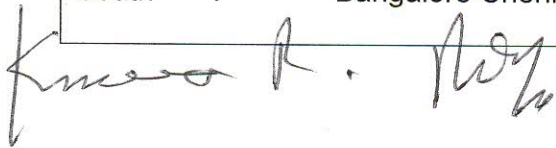
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37.		Pahanies for the period between 1968-69 and 2011-12 issued by Revenue Authorities in respect of property bearing Sy.No.50 of Huskur Village.
38.	18/12/2004	Endorsement issued by The Assistant Commissioner, Bangalore North Sub-Division, Bangalore disclosing that no proceedings are pending under Section 79-A & 79-B of the Karnataka Land Reforms Act, 1961 in respect of property in Sy.No.50 of Huskur Village.
39.	18/12/2004	Endorsement issued by The Assistant Commissioner, Bangalore North Sub Division, Bangalore disclosing that no proceedings are pending under the provisions of Karnataka Schedule Caste and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act 1978 in respect of property in Sy.No.50 of Huskur Village.
40.		Tippani issued by Village Accountant, Bangalore East Taluk, Krishnarajapuram in respect of property bearing Sy.No.50 of Huskur Village.
41.		Akarbandh issued by Tahsildar, Bangalore East Taluk, Krishnarajapuram in respect of property bearing Sy.No.50 of Huskur Village.
42.		Village Map of Huskur Village.
43.		Certificates of Encumbrance covering the period between 01/01/1962 and 10/08/2014 issued by the Jurisdictional Sub-Registrar, Bangalore in respect of property bearing Sy.No.50 of Huskur Village.

DESCRIPTION OF THE PROPERTY:

All that property measuring 05 Acres 02 Guntas in Sy.No.50 situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk duly converted for non-agricultural residential use vide Conversion Order bearing No.BDS.ALN(E)VB SR 388/04-05 dated 17/01/2005 issued The Special Deputy Commissioner, Bangalore District, Bangalore and thereafter permitted for commercial use vide Official Memorandum bearing No.ALN(E)(VB)SR 388/2004-05 dated 28/06/2006 issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently forming part of Panchayath Khata No.336/49,50,51 and 52/2 in the records of Mandur Gram Panchayath, Bidarahalli Hobli, Bangalore East Taluk (less relinquished area of 1129.06 sq. mtrs. thus totaling to 04 Acres 31 Guntas approximately and the entire property is bounded by:-

East : Property in Sy.No.49;
 West : Private Property;
 North : Property in Sy.No.51; and
 South : Bangalore Chennai Road;



SOURCE OF TITLE:-

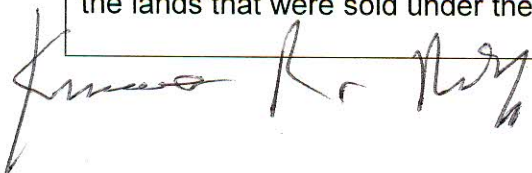
The Properties described above will be referred to as 'Schedule Property' for convenience.

The Schedule Property forms major portion of Larger Property measuring 06 Acres 20 Guntas in Sy.No.50 of Huskur Village and it was originally owned and possessed by Smt.Lakshmakka, she having acquired the same by virtue of an Order of re-grant made in her favour by The Special Deputy Commissioner for Abolition of Inams as evidenced by the recitals in the Sale Deed dated 12/09/1960 and the Records of Rights bearing R.R.No.149. It is represented to me that neither the Order of Re-Grant nor the Form No.VIII Register Extract pertaining to the Order of Re-grant are available for perusal. However, it does not affect the title of Smt.Lakshmakka or her successors in title as recitals in the Sale Deed dated 12/09/1960 and the R.R.No.149 confirms the Order of re-grant made by the then Special Deputy Commissioner for Abolition of Inams in favour of the said Smt.Lakshmakka. Further the contents of the aforesaid Sale Deed dated 12/09/1960 cannot be ignored as the same is 55 years old document and contents of the said document are presumed to be correct as per Section 90 of the Indian Evidence Act, 1872. Further it is the Revenue Authorities/State Governments who is the competent authority to question the title of Smt.Lakshmakka or her successors in title based on the Order of Re-grant, the Revenue records like Index of Lands and Records of Rights maintained by the Revenue Authorities themselves confirms the Order of Re-grant made in favour of Smt.Lakshmakka and hence there is no other alternative than to accept that the Larger Property was duly re-granted in favour of Smt.Lakshmakka.

Later the aforesaid (1) Smt.Lakshmakka and her sons namely, (2) Pillappa (3) Ramaiah (4) Narayanappa, (5) Jayaramaiah and (6) Muniswamy sold the Larger Property measuring 06 Acres 20 Guntas in favour of Sri.P.S.Deva Das in terms of a Sale Deed dated 12/09/1960, registered as Document No.2139/1960-61 in Book-I, Volume-974, at pages 173 to 176, in the Office of Sub-Registrar, Bangalore District and from the date of sale in his favour, Sri.P.S.Deva Das started enjoying the said Larger Property as absolute owner.

The said Sri.P.S.Deva Das owned several other lands adjoining the Larger Property. He granted lease of about 39 Acres of land at Huskur Village and Nimbekayipura Village including the Larger Property in Sy.No.50 in favour of one Sri.P.S.Ranganathan for the purpose of utilizing the leased lands for running and raising a Stud Farm and for maintaining, improving and raising the Orchard and for all agricultural purposes in terms of a Lease Deed dated 30/01/1963, registered as Document No.3296/1963-64 in Book-I, Volume-1048, at pages 185 to 193, in the Office of Sub-Registrar, Hoskote.

During the subsistence of the above lease, Sri.P.S.Deva Das sold the said 39 Acres of land at Huskur Village and Nimbekayepura Village including the Larger Property in Sy.No.50 in favour of M/s.Highclere Stud and Agricultural Farm, a Partnership Firm in terms of a Sale Deed dated 30/03/1970, registered as Document No.4163/1969-70 in Book-I, Volume-1270, at pages 102 to 107, in the Office of Sub-Registrar, Hoskote and from the date of sale in its favour M/s.Highclere Stud and Agricultural Farm, started enjoying the Larger Property along with other lands at Huskur Village and Nimbekayepura Village as absolute owners. A perusal of the said Sale Deed discloses the lands that were sold under the above Sale Deed are Orchard and Road side block of



lands consisting of dry, wet and garden lands bearing Sy.Nos.49, 50, 51 and 52/6 of Huskur Village and Sy.Nos.23/2, 23/4, 23/5, 23/6-A and 23/6-B of Nimbekayipura Village which lands are contiguous to each other and forming one compact block and the entire block is bounded by:-

- East : Road leading to Huskur Village and Madras-Bangalore Road;
West : Land belonging to Sri.Gadarappa, Mr.Hussain Beig and others of Nimbekayipura Village;
North : Portion of land in Sy.No.52 of Husur Village and Sy.Nos.53 and 54 of Huskur Village and Mr.Hussain Beig's lands; and
South : Madras-Bangalore Road.

The aforesaid Sri.P.S.Ranganathan who was a partner in the said M/s.Highclere Stud and Agricultural Farm and on sale of the lands in Sy.Nos.49, 50, 51 and 52/6 of Huskur Village and Sy.Nos.23/2, 23/4, 23/5, 23/6-A and 23/6-B of Nimbekayipura Village, Sri.P.S.Ranganathan allowed his leasehold rights to merge with freehold rights of M/s.Highclere Stud and Agricultural Farm and consequently M/s.Highclere Stud and Agricultural Farm continued to own, possess and enjoy the Larger Property in Sy.No.50 along with other lands as absolute owners.

The aforesaid M/s.Highclere Stud and Agricultural Farm was dissolved in terms of a Deed of Dissolution dated 03/11/2004, registered as Document No.21693/2004-05 in Book I and stored in C.D No.KRID 84, in the Office of Sub-Registrar, Krishnarajapuram, Bangalore and on dissolution of the said Firm, the entire lands including the Larger Property was allotted to Sri.P.S.Ranganathan and all other partners released and relinquished all their rights in the said properties in favour of Sri.P.S.Ranganathan by accepting the monetary compensation towards their share in the Firm.

When the matter stood as above, Smt.Usha Gopirathnam, Smt.Sanjana Rathnam and Smt.Devina Hemdev had filed a suit in O.S.No.169/2000 on the file of 2nd Additional Civil Judge (Senior Division), Bangalore District, Bangalore against Sri.P.S.Ranganathan contending that they are the successors of Sri.Gopi Rathnam who was a partner in the said M/s.Highclere Stud and Agricultural Farm and after his demise they are the partners of M/s.Highclere Stud and Agricultural Farm and prayed for dissolution of the said Firm and for Partition and Separate Possession of 20% of share each in the Larger Property, which came to the share of Sri. P.S.Ranganathan in the Deed of Dissolution dated 03/11/2004. The said suit however came to be dismissed by a Judgment and Decree dated 16/09/2006, wherein it was observed that Sri.Gopi Rathnam had retired from the Partnership Firm during his life time (during 1973) and his accounts were settled by the said Firm. The Hon'ble Court also inter alia observed that the claim of the legal heirs of Sri.Gopi Rathnam regarding settlement of accounts was time barred.

Being aggrieved by the Judgment and Decree passed in O.S.No.169/2000 the said Smt.Usha Gopirathnam, Smt.Sanjana Rathnam and Smt.Devina Hemdev preferred Appeal before the Hon'ble High Court of Karnataka in RFA No.2096/2006, in which the aforesaid Sri. K. R. Choudary, Sri. Venugopal Naidu and Sri. R. Ramesh were Respondents 5 to 7. The Hon'ble High Court of Karnataka by its Interim Order dated 12/10/2007 passed on the interim application filed by the Respondents therein, directed the said Sri.P.S.Ranganathan, Sri. K. R. Choudary, Sri. Venugopal Naidu and Sri. R. Ramesh to reserve the property measuring 08 Acres out of Sy.No.50, 51, 52/2 and 49 in a single compact block as far as possible, which is equivalent to the alleged claim of 20% share of late Sri. Gopi Rathnam in the Firm, which was holding about 39 Acres of land.

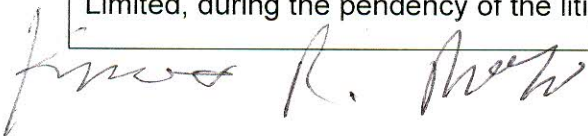
In order to comply with the Interim Order passed by the Hon'ble High Court of Karnataka in RFA No.2096/2006, Sri.P.S.Ranganathan approached Sri.K.R.Choudary, Sri.R.Ramesh and Sri. S. Venugopal Naidu and after mutual discussions, they earmarked 08 Acres 00 Guntas of land on easternmost portion lands in of Sy.Nos.49 & 52/2 with access through two roads of which one being National Highway and is a corner property. In order to enable Sri.P.S.Ranganathan to reserve the said 08 Acres 00 Guntas of land towards the alleged claims of Smt. Usha Gopi Rathnam, the said Sri.K.R.Choudary and Sri.R.Ramesh got exchanged the property owned by them in Sy.Nos.49 & 52/2 with the property owned by Sri. P. S. Ranganathan in terms of two Deeds of Exchange as detailed below:-

1. In terms of Deed of Exchange dated 21/11/2007 executed by Sri.P.S.Ranganathan in favour of Sri.K.R.Choudary, registered as Document No.2448/2007-08 in Book-I and stored in C.D.No.BDHD7, in the Office of Sub-Registrar, Bidarahalli, Bangalore, Sri. P. S. Ranganathan acquired properties measuring (1) 01 Acre 23.12 Guntas in Sy.No.49 and (2) 02 Acres 11 Guntas in Sy.No.52/2 and Sri. K. R. Choudary acquired property measuring 05 Acres 32 Guntas in Sy.No.51.
2. In terms of Deed of Exchange dated 21/11/2007 executed by Sri. P. S. Ranganathan in favour of Sri.R.Ramesh, registered as Document No.2450/2007-08 in Book-I and stored in C.D No.BDHD7, in the Office of Sub-Registrar, Bidarahalli, Bangalore, Sri. P. S. Ranganathan acquired property measuring 04 Acres 06 Guntas in Sy.No.52/2 and Sri.R.Ramesh acquired property measuring 04 Acres 06 Guntas in Sy.No.51.

The recitals in the Deeds of Exchange confirms the aforesaid fact that the properties were got exchanged to enable to reserve 08 Acres 00 Guntas of land in a single composite block.

The said Appeal in RFA No.2096/2006 came to be dismissed by the Hon'ble High Court by its Judgment and Decree dated 22/01/2008. The said Smt.Usha Gopirathnam and others preferred an Appeal before the Hon'ble Supreme Court of India in SLP (C) No.15685/2008 challenging the Order passed by Hon'ble High Court of Karnataka in RFA No.2096/2006. While pendency of the said appeal, the Hon'ble Supreme Court of India vide its Order dated 13/02/2012 ordered to continue the Interim Orders passed by the Hon'ble High Court of Karnataka in RFA No.2096/2006. It is informed to me that a Sketch demarcating 08 Acres 00 Guntas in Sy.Nos.49 & 52/2 was filed before the Hon'ble High Court of Karnataka and the same was also filed before the Hon'ble Supreme Court of India.

It is pertinent to add here that the recitals in the Memorandum of Understanding dated 29/04/2009, registered as Document No.252/2009-10 in Book-I and stored in C.D No.BDHD22, in the Office of Sub-Registrar, Bidarahalli, Bangalore entered into between Sri.P.S.Ranganathan, M/s.Krishil Capital Holdings Pvt. Ltd., and M/s.C.R.Holdings confirms that Sri.P.S.Ranganathan had reserved 08 Acres 00 Guntas in Sy.No.49 and 52/2 as directed by the Hon'ble Supreme Court of India in SLP (C) No.15685/2008 towards the claim of Smt.Usha Gopirathnam and others and thus the Judgment and Decree as may be passed in SLP (C) No.15685/2008 by Hon'ble Supreme Court of India does not affect the title of present owners in the Schedule Property as it pertains to the balance land after earmarking 08 Acres 00 Guntas of Land and all the transactions referred to in this opinion, including the execution of the Joint Development Agreement in favour of M/s. Brigade Enterprises Limited, during the pendency of the litigation will not be hit by the Law of Lispendens.



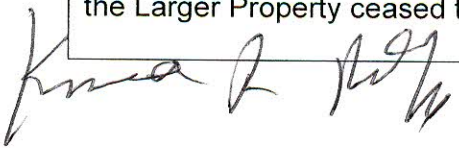
During the pendency of the aforesaid suit in O.S.No.169/2000, Sri.P.S.Ranganathan in terms of two Agreements to Sell detailed below agreed to sell the Larger Property along with property in Sy.No.52/2 in favour of Sri.R.Ramesh and Sri.S.Venugopala Naidu and agreed to sell the Larger Property along with property in Sy.No.52/2 as detailed below:-

1. Agreement of Sale dated 17/11/2004 executed in favour of Sri.R.Ramesh registered as Document No.26627/2004-05 in Book-I, in the Office of Sub-Registrar, Krishnarajapuram in respect of property measuring 03 Acres 07 Guntas including 05 Guntas Kharab in Sy.No.50 and 04 Acres 09 Guntas in Sy.No.52/2 of Huskur Village.
2. Agreement of Sale dated 17/11/2004 executed in favour of Sri.S.Venugopal Naidu registered as Document No.26637/2004-05, in Book I and stored in CD No.KRID 100, in the Office of Sub-Registrar, Krishnarajapuram, in respect of property measuring 03 Acres 06 Guntas and 06 Guntas Kharab in Sy.No.50 and 04 Acres 10 Guntas in Sy.No.52/2 of Huskur Village.

During the subsistence of aforesaid Agreements, Sri.P.S.Ranganathan entered into a Joint Development Agreement with Sri.K.R.Choudary (owner of adjoining property) along with Sri.R.Ramesh and Sri.S.Venugopala Naidu in terms of a Joint Development Agreement dated 18/11/2004, registered as Document No.26633/2004-05 in Book-I and stored in C.D.No.KRID100, in the Office of Sub-Registrar, Krishnarajapuram and the parties therein agreed to develop the Larger Property as one compact block. Simultaneously, all the Parties to the said Joint Development Agreement executed a General Power of Attorney dated 18/11/2004 registered as Document No.603/2004-05 in Book-IV in the Office of the Sub-Registrar, Krishnarajapuram in favour of M/s.Krishi Projects Private Ltd., the nominee of Sri.K.R.Chowdry empowering them to develop the Larger Property along with the adjoining lands into Township, Technology Parks, Colonies, Layouts etc., and to sell, lease or otherwise dispose of the developed area in favour of third parties.

In the meantime, the Larger Property got reduced to 06 Acres 02 Guntas of cultivable land and 11 Guntas of Kharab land as seen from the Pahanies and Conversion Orders. The said Sri.P.S.Ranganathan continue to own, possess and enjoy the said Larger Property as the absolute owner subject to the rights of Sri.R.Ramesh and Sri.S.Venugopal Naidu. Since the area of the Schedule Property is less than the area of the Larger Property the reduction in the area of the Larger Property will not affect the title of the present owners and hence the reduced area of 06 Acres 02 Guntas of cultivable land and 11 Guntas Kharab land is taken into account in this opinion.

The aforesaid Sri.P.S.Ranganathan secured conversion of the Larger Property measuring 06 Acres 02 Guntas in Sy.No.50 for non-agricultural Residential use vide Conversion Order bearing No.B.DIS.ALN(E)VB SR 388/2004-2005 dated 17/01/2005 issued by The Special Deputy Commissioner, Bangalore District, Bangalore and thereby the Larger Property ceased to be an agricultural land and became fit for residential use.



During the subsistence of aforesaid Joint Development Agreement dated 18/11/2004, Sri.P.S.Ranganathan sold the Larger Property along with Sy.No.52/2 to the aforesaid Agreement Holders in terms of Sale Deeds as detailed below :-

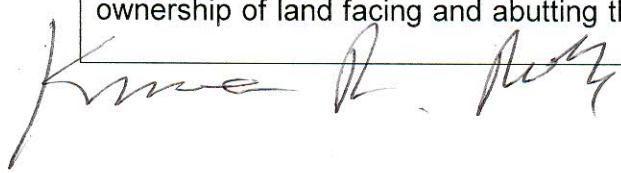
1. Sale Deed dated 17/03/2005 executed in favour of Sri.R.Ramesh, registered as Document No.34866/2004-05 in Book-I and stored in C.D No.KRID124, in the Office of Sub-Registrar, Krishnarajapuram in respect of Property measuring 03 Acres 07 Guntas including 05 Guntas Kharab in Sy.No.50 and 04 Acres 06 Guntas in Sy.No.52/2 of Huskur Village.
2. Sale Deed dated 17/03/2005 executed in favour of Sri.S.Venugopala Naidu, registered as Document No.34864/2004-05 in Book-I and stored in C.D No.KRID124, in the Office of Sub-Registrar, Krishnarajapuram in respect of property measuring 03 Acres 06 Guntas including 06 Guntas Kharab in Sy.No.50 and 04 Acres 10 Guntas in Sy.No.52/2 of Huskur Village.

The aforesaid Sri.P.S.Ranganathan, secured permission for change in land use from the existing Residential use to Commercial use in respect of Larger Property measuring 06 Acres 02 Guntas in Sy.No.50 vide Official Memorandum bearing No.ALN(E)(VB)SR 388/2004-05 dated 28/06/2006 issued by The Special Deputy Commissioner, Bangalore District and thereby the Larger Property became fit for Commercial use.

The aforesaid M/s. Krishi Projects Private Limited came to be known as M/s.Krishi Capital Holdings Pvt. Ltd., and in order to empower M/s.Krishi Capital Holdings Pvt. Ltd., with powers of development in Larger Property Sri.P.S.Ranganathan, Sri.K.R.Choudary, Sri.R.Ramesh and Sri.S.Venugopala Naidu executed a Supplemental General Power of Attorney dated 15/03/2007, registered as Document No.922/2006-07 in Book-IV and stored in C.D No.KRID290, in the Office of Sub-Registrar, Krishnarajapuram in favour of M/s.Krishi Capital Holdings Pvt. Ltd., (formerly M/s. Krishi Projects Private Limited).

Thus, in terms of the Sale Deeds and Deeds of Exchange referred to above, Sri.R.Ramesh became absolute owner in possession and enjoyment of properties measuring (1) 03 Acres 02 Guntas and 05 Guntas of Kharab in Sy.No.50, (2) 00 Acres 03 Guntas in Sy.No.52/2 and (3) 04 Acres 06 Guntas in Sy.No.51 in all measuring 07 Acres 11 Guntas and 05 Guntas of Kharab and Sri.S.Venugopala Naidu became absolute owner in possession and enjoyment of properties measuring (1) 03 Acres 00 Guntas and 06 Guntas of Kharab in Sy.No.50, (2) 01 Acre 39 Guntas in Sy.No.52/2 and (3) 05 Acres 32 Guntas in Sy.No.51 in all measuring 10 Acres 31 Guntas and 06 Guntas of Kharab.

When the matter stood as above, one M/s.GPR Housing Private Limited initiated proceedings against M/s.Highclere Stud and Agricultural Farm before the Arbitral Tribunal of Mr.Ravi Hosmani (Sole Arbitrator) at Bangalore in Arbitration Case No.1/2005 claiming rights in respect of 01 Acre of land in Sy.No.50 facing and abutting the Madras Road in terms of Memorandum of Understanding dated 03/10/2001. The recitals in the Award discloses that the arbitration petition was filed alleging default by M/s.Highclere Stud and Agricultural Farm to repay Rs.15,00,000/- (Rupees Fifteen Lakhs Only) paid under the said Memorandum of Understanding as an advance. The said proceedings were prima-facie bad since the said firm was already dissolved in terms of a Deed of Dissolution dated 03/11/2004 duly registered in the office of the jurisdictional Sub-Registrar. The arbitral Tribunal by its Award dated 20/04/2006 held that M/s.GPR Housing Private Limited is entitled for specific performance of transfer of ownership of land facing and abutting the Madras Road measuring 01 Acre in Sy.No.50



of Huskur Village. The said Award is registered on 28/05/2007 as Document No.778/2007-08 in Book-I and stored in C.D.No.BDHD3, in the Office of Sub-Registrar, Bidarahalli, Bangalore. The Orders passed by the Arbitrator was against a Partnership Firm, which was not in existence even as on the date of filing the Arbitration Proceedings and the Award dated 01/12/2006 as passed in Arbitration No.1/2005 was an ex-parte award and against a non existing person/legal entity. It is represented to me that the Award is not enforced and no proceedings are initiated before any Court or other forum for execution of the Award/Decree. Further M/s.Highclere Stud and Agricultural Farm was dissolved in terms of a Deed of Dissolution dated 03/11/2004 registered as Document No.21693/2004-05 and in terms of the said Deed of Dissolution, the property in Sy.No.50 of Huskur Village was allotted to one of the partners namely Sri.P.S.Ranganathan, who later sold the same even prior to the passing of the Award dated 01/12/2006 in favour of Sri.R.Ramesh and Sri.S.Venugopal Naidu under two separate Sale Deeds both dated 17/03/2005 referred to above. Even on this date, after lapse of 8 years, M/s.GPR Housing Pvt. Ltd., has not chosen to execute the Award passed in Arbitration No.1/2005. However, M/s.GPR Housing Pvt. Ltd., have an option to execute the Award within 12 years from the date of passing of the said Award and thus, in case of any claims from M/s.GPR Housing Pvt. Ltd., on a future date, the same will have to be defended/answered. In my opinion Sri. Ramesh and Sri. Venugopal Naidu and/or their successors-in-title being bonafide purchasers for value have valid defence.

Thereafter the National Highway Authorities notified 4009 Sq.Mtrs., (approximately 01 Acre) in Sy.No.50 of Huskur Village for acquisition and The Assistant Commissioner and Competent Authority, NH-4 in Case bearing No.LAQ NH 4 SR 2/2006-07 by Award dated 11/08/2008 acquired the said extent of land and after such acquisition, the Property that remained measures 05 Acres 02 Guntas. The recitals in the Sale Deed dated 10/07/2009 executed by Sri. R. Ramesh in favour of Sri. Panduranga Rao and others, discloses that, property measuring 00 Acres 24 Guntas out of 03 Acres 02 Guntas in Sy.No.50 was acquired by the National Highway Authorities and hence the property measuring 00 Acres 16 Guntas only is acquired by the National Highway Authorities out of the property measuring 03 Acres 00 Guntas owned and possessed by Sri. S. Venugopal Rao.

The aforesaid M/s.Krishi Capital Holdings Pvt. Ltd., (earlier M/s.Krishi Projects Private Limited) who were holding the rights to develop the property measuring 05 Acres 02 Guntas in Sy.No.50 as per the General Power of Attorney dated 18/11/2004 and Supplemental General Power of Attorney dated 15/03/2007 assigned the same in favour of M/s.Ansal Housing & Construction Ltd., in terms of a Joint Development Agreement dated 07/04/2007, registered as Document No.55/2007-08 in Book-I and stored in C.D.No.BDHD1, in the Office of Sub-Registrar, Bidarahalli, Bangalore. Subsequently the Joint Development Agreement dated 07/04/2007 executed by Sri.P.S.Ranganathan, Sri.K.R.Choudary, Sri.R.Ramesh, Sri.S.Venugopala Naidu and M/s.Krishi Capital Holdings Pvt. Ltd., in favour of M/s.Ansal Housing and Construction Ltd., was cancelled in terms of a Deed of Cancellation dated 04/02/2009, registered as Document No.683/2009-10 in Book-I and stored in C.D.No.BDHD 23, in the Office of Sub-Registrar, Bidarahalli and thereby M/s.Ansal Housing and Construction Ltd., ceased to have any development rights in the Larger Property including in the Schedule Property.



The aforesaid Sri.R.Ramesh, who was holding 06 Acres 27 Guntas and 05 Guntas Kharab in Sy.No.50, 51 and 52/2 (after acquisition of 00 Acres 24 Guntas by National Highway Authorities), pursuant to the two Agreements to Sell dated 13/06/2009 sold the properties measuring (i) 05 Acres 11 Guntas in Sy.Nos.50, 51, 52/2, and (ii) 01 Acre 16 Guntas in Sy.Nos.50 and 51 in favour of (1)Sri.P.Panduranga Rao, (2) Sri.Siva Sankara Rao Kanakamedala, (3)Sri.Sandeep Pinnamaneni, (4) Smt.Shilpa Pamidimukkala, (5) Sri.Srinivas Ravi and (6) Smt.Kalyani Ravi and (7) M/s.K.M.Asset Management Pvt. Ltd., in terms of two Sale Deeds as detailed below and did not retain any portions in the said properties:-

1. Sale Deed dated 10/07/2009 executed in favour of (1) Sri.P.Panduranga Rao, (2) Sri.Siva Sankara Rao Kanakamedala, (3) Sri.Sandeep Pinnamaneni, (4) Smt.Shilpa Pamidimukkala, (5) Sri.Srinivas Ravi and (6) Smt.Kalyani Ravi, (hereinafter referred to as 'Sri.P.Panduranga Rao and others'), registered as Document No.844/2009-10 in Book-I and stored in CD No.BDHD 23, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 05 Acres 11 Guntas in Sy.Nos.50, 51 and 52/2 of Huskur Village.
2. Sale Deed dated 17/09/2009 executed in favour of M/s.K.M.Asset Management Pvt. Ltd., registered as Document No.2069/2009-10 in Book-I and stored in C.D No.BDHD26, in the Office of Sub-Registrar, Bidarahalli, Bangalore in respect of property measuring 01 Acre 16 Guntas in Sy.No.50 and Sy.No.51 of Huskur Village.

Since only 04 Acres 31 Guntas in Sy.No.50 is the subject matter of this opinion, properties in Sy.Nos.51 and 52/2 are not discussed in this opinion.

Later the Joint Development Agreement dated 18/11/2004 entered into between Sri.P.S.Ranganathan, Sri.K.R.Choudary, Sri.R.Ramesh and Sri.S.Venugopal Naidu was cancelled in terms of a Deed of Cancellation of Joint Development Agreement dated 29/03/2011, registered as Document No.6892/2010-11 in Book-I and stored in C.D No.BDHD 64, in the Office of Sub-Registrar, Bidarahalli. Similarly the General Power of Attorney dated 18/11/2004 executed by (1) Sri.P.S.Ranganathan (2) Sri.K.R.Choudary (3) Sri.S.Venugopala Naidu and (4) Sri.R.Ramesh in favour of M/s.Krishi Projects Private Ltd., was also revoked in terms of a Deed of Cancellation dated 29/03/2011, registered as Document No.736/2010-11 in Book-IV and stored in C.D.No.BDHD 64, in the Office of Sub-Registrar, Bidarahalli. Though the aforesaid Sri. R. Ramesh sold the entire property held by him, he was also made party to the Deed of Cancellations as he was a party to the original documents.

Thus after the cancellation of the Joint Development Agreement and revocation of General Power of Attorney both dated 18/11/2004, M/s.Krishil Capital Holdings Pvt. Ltd., (formerly M/s.Krishi Projects Pvt. Ltd.,) ceased to have development rights in the Larger Property.

Later the aforesaid (1) Sri.K.R.Choudary (2) Sri.S.Venugopala Naidu (3) Sri.P.Panduranga Rao (4) Sri.Siva Sankara Rao Kanakamedala, (5) Sri.Sandeep Pinnamaneni, (6) Smt.Shilpa Pamidimukkala, (7) Sri.Srinivas Ravi, (8) Smt.Kalyani Ravi and (9) M/s.K.M.Asset Management Pvt. Ltd., (referred to as 'Owners' herein) being desirous of developing their properties i.e., (1) 03 Acres 06 Guntas in Sy.No.50 owned by Sri.S.Venugopal Naidu, (2) 05 Acres 11 Guntas in Sy.Nos.50, 51, 52/2 owned by Sri.P.Panduranga Rao and others and (3) 01 Acre 16 Guntas in Sy.Nos.50 and 51 owned by M/s.K.M.Asset Management Pvt. Ltd., along with the adjoining lands owned

by them in Sy.No.49, 51 and 52/2 into 'Residential Apartments, Commercial, Retail and Office Spaces, Amenities, School, Club, Hospital etc., hereinafter referred to as 'Mixed Use Development' entrusted the property measuring 23 Acres 16.88 Guntas in Sy.No.49, 50, 51 and 52/2 of Huskur Village, to M/s.Brigade Enterprises Limited (referred to as 'Developer' herein) in terms of a Joint Development Agreement dated 23/03/2011, registered as Document No.6904/2010-11 in Book-I and stored in C.D.No.BDHD64, in the Office of Sub-Registrar, Bidarahalli, Bangalore and they also executed a General Power of Attorney dated 23/03/2011 registered as Document No.741/2010-11 in Book-IV and stored in C.D.No.BDHD64, in the Office of Sub-Registrar, Bidarahalli, Bangalore in favour of the Developer empowering the said Developer to develop and sell the Developer's share in the said property. In terms of the aforesaid Joint Development Agreement, the owners a

and (7) Shri V.S. Chandrashekar (excluding Shri S. Venugopala Naidu who is the owner of property measuring 03 Acres 00 Guntas and 06 Guntas of Kharab in Sy.No.50) as they jointly purchased the properties in Sy.Nos.50, 51 and 52/2 of Huskur Village. However as they have jointly executed the Joint Development Agreement and General Power of Attorney both dated 16/09/2013 in favour of M/s.Brigade Enterprises Limited and agreed to share the built up areas in the ratio as detailed in the Joint Development Agreement, they are co-owners of the Schedule Property irrespective of extents of their share in the Schedule Property.

The Schedule Property along with other properties came within the limits of Mandur Gram Panchayath, Bidarahalli Hobli, Bangalore East Taluk and the Larger Property is assessed for Panchayath property taxes and the Schedule Property along with other properties is assigned with Panchayath Khata No.336/49,50,51 and 52/2 and the Demand Register Extract issued by Mandur Gram Panchayath, Bidarahalli Hobli, Bangalore East Taluk for the year 2010-11 confirms the said fact.



Pursuant to the aforesaid Joint Development Agreement and General Powers of Attorney, (1) Sri.K.R.Choudary (2) Sri.S.Venugopal Naidu (3) Sri.P.Panduranga Rao (4) Sri.Siva Sankara Rao Kanakamedala, (5) Sri.Sandeep Pinnamaneni (6) Smt.Shilpa Pamidimukkala (7) Sri.Srinivasa Ravi (8) Smt.Kalyani Ravi and (9) M/s.K.M.Asset

share the land and buildings to be built in the ratio of 25% for Owners and 75% for Developer.

Subsequent to the execution of the aforesaid Joint Development Agreement, M/s.K.M.Asset Management Pvt. Ltd., sold 01 Acre 16 Guntas in Sy.Nos.50 and 51 of Huskur Village in favour of Sri.V.S.Chandrashekar in terms of a Sale Deed dated 15/02/2012, registered as Document No.8730/2011-12 in Book-I and stored in C.D.No.BDHD81, in the Office of Sub-Registrar, Bidarahalli, Bangalore.

The aforesaid Sri.V.S.Chandrashekar later executed a Confirmation Deed dated 16/09/2013 registered as Document No.4811/2013-14 in Book-I and stored in C.D.No.INRD76, in the Office of Sub-Registrar, Indiranagar, Bangalore in favour of M/s.Brigade Enterprises Ltd., in respect of property measuring 01 Acre 16 Guntas in Sy.Nos.50 and 51 of Huskur Village confirming the rights of M/s.Brigade Enterprises Ltd., under the Joint Development Agreement and he further executed a General Powers of Attorney dated 16/09/2013 registered as Document No.603/2013-14 in Book-I and stored in C.D.No.INRD76, in the Office of Sub-Registrar, Indiranagar, Bangalore empowering them to develop and sell the said property including the Schedule Property.

As evidenced by the recitals of in the documents referred to above, it is not possible to ascertain the exact extent of properties owned by each of the owners, i.e., (1) Sri.P.Panduranga Rao (2) Sri.Siva Sankara Rao Kanakamedala, (3) Sri.Sandeep Pinnamaneni (4) Smt.Shilpa Pamidimukkala, (5) Sri.Srinivasa Ravi, (6) Smt.Kalyani Ravi and (7) Sri.V.S.Chandrashekar (including Sri.K.M.Asset Management Pvt. Ltd.), jointly applied for sanction of Development Plan before the Hoskote Planning Authority for development of Schedule Property. The Hoskote Planning Authority required owners to release and relinquish the areas reserved for parks and open spaces in favour of Hoskote Planning Authority and was accordingly released and relinquished in terms of a Relinquishment Deed dated 30/10/2012 registered as Document No.1704/2012-13 in Book-I and stored in C.D.No.SHVD156, in the Office of Sub-Registrar, Shivajinagar, Bangalore. Thereafter Hoskote Planning Authority issued a Work Order bearing No.HPA/L.A.O/16/2012-13 and Development Plan both dated 07/11/2012 permitting owners to develop into Residential Apartments, Commercial, Retail and Office Spaces, Amenities, School, Club, Hospital etc in the Schedule Property.

Management Pvt. Ltd., jointly applied for sanction of Development Plan before the Hoskote Planning Authority for development of Schedule Property. The Hoskote Planning Authority required owners to release and relinquish the areas reserved for parks and open spaces in favour of Hoskote Planning Authority and was accordingly released and relinquished in terms of a Relinquishment Deed dated 30/10/2012 registered as Document No.1704/2012-13 in Book-I and stored in C.D.No.SHVD156, in the Office of Sub-Registrar, Shivajinagar, Bangalore. Thereafter Hoskote Planning Authority issued a Work Order bearing No.HPA/L.A.O/16/2012-13 and Development Plan both dated 07/11/2012 permitting owners to develop into Residential Apartments, Commercial, Retail and Office Spaces, Amenities, School, Club, Hospital etc in the Schedule Property.

It is pertinent to note that though M/s.K.M.Asset Management Pvt. Ltd., sold the Property measuring 01 Acre 16 Guntas in Sy.Nos.50 and 51 in favour of Sri.V.S.Chandrashekar even prior to relinquishment of portion of the Property measuring 05 Acres 02 Guntas, the said M/s.K.M.Asset Management Pvt. Ltd., joined the execution of Relinquishment Deed dated 30/10/2012 in place of Sri.V.S.Chandrashekar. However, the said discrepancy does not affect neither the title nor the development of the Schedule Property as the said Sri.V.S.Chandrashekar confirmed the rights of M/s.Brigade Enterprises Limited to develop the Schedule Property under the Joint Development Agreement dated 23/03/2011 in terms of the Deed of Confirmation dated 16/09/2013.

Thereafter as per Work Order, Hoskote Planning Authority issued a Commencement Certificate dated 07/11/2012 issued by Urban and Rural Planning Joint Director and member Secretary, Hoskote Planning Authority, Hoskote for construction of commercial building consisting of Basement + Ground + 20 Upper Floors in the property in Sy.No.50 of Huskur Village.

Regarding Revenue Documents, Index of lands and Record of Rights reveal the names of Sri.P.S.Deva Das, M/s.Highclere Stud and Agricultural Farm and Sri.P.S.Ranganathan as the owners of property in Sy.No.50 of Huskur Village.

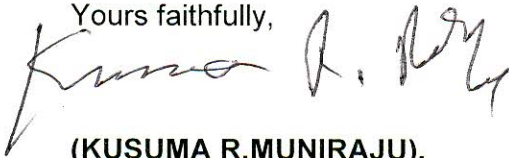
Pahanies for the period between 1968-69 and 2011-12 reveals the names of Sri.P.S.Devadas and Sri.P.S.Ranganathan as owners and khatedars in respect of property in Sy.No.50 of Huskur Village.

Certificates of Encumbrance issued by the Jurisdictional Sub-Registrar for the period between 01/01/1962 and 10/08/2014 do not reveal any charge or encumbrance over the Property in Sy.No.50 of Huskur Village apart from the transactions referred to above during the said period.

Thus on the basis of the documents referred to above, representations made and the conclusions drawn above, I am of the opinion that **(1) Sri. S. VENUGOPALA NAIDU, (2) Sri. P. PANDURANGA RAO, (3) Sri. SIVA SANKARA RAO KANAKAMEDALA, (4) Sri. SANDEEP PINNAMANENI, (5) Smt. SHILPA PAMIDIMUKKALA, (6) Sri. SRINIVAS RAVI, (7) Smt. KALYANI RAVI and (8) Sri. V.S. CHANDRASHEKAR** are the owners of Schedule Property and their title to the same is clear and marketable and free from the encumbrances during the periods mentioned in the encumbrance certificates and subject to my observations made above and subject to the rights of M/s. Brigade Enterprises Limited under Joint Development Agreement and General Power of Attorney both dated 23/03/2011 and General Power of Attorney dated 16/09/2013. While conducting the title scrutiny, I have assumed the genuineness of all signatures and the conformity of photo copies or extracts submitted to me. Further I have also relied on the various oral representations made to me by your representatives in respect of the Schedule Property. Other than as specifically mentioned, I have not inspected the property or verified physically, possession or boundaries and not independently validated the information provided to me with records of the Jurisdictional Sub-Registrar, Revenue Authorities or with any external sources and have not conducted any independent searches at the Courts or forums or Government Offices in relation to the Schedule Property in respect of any litigations, and this opinion shall not be used as evidence in any courts, forums or authorities

All the documents sent to me are returned herewith.

Yours faithfully,



(KUSUMA R. MUNIRAJU),
Advocate.