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A.G. SHIVANANDA

Advocate

To

The Assistant General Manager,
Home Loan Sales Team,
RACPC, State Bank of India,
BANGALORE.

400, 2nd Floor, Ooliga Co
Sampige Road, Near 8th Cro
Malleswaram, Bangalore - 56
Ph : 23316820 Mob : 94484
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PAN No. AIPIS4585B

Dated 09.09.2014

Sir,

I am herewith sending the Legal Scrutiny Report in respect of the Land bearing Sy.No.65/2A measuring 1 acre and the land bearing Sy.No.66/1 measuring 30 and half guntas of land and totally measuring 1 acre and 30 ½ guntas of land situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk. Now comes under the jurisdiction of BBMP, Ward No.7 and assigned with the BBMP Khata No.347/65/2A, 66/1 & 65/1 (Old Khata No.347/65/2A, 66/1)

ANNESURE-B

1	a) Name of the Branch/BU Seeking Opinion. b) Reference No and date of the letter under the cover of which the documents tendered for scrutiny are forwarded c) Name of the Borrower	HLST, RACPC, Bangalore At Request of the party Hoysala Projects Pvt.Ltd
2	a) Name of the Unit/ concern/ company person offering the property (ies) for creation of charges. b) Constitution of the Unit/concern/person /body authority offering the property for creation of charges. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc)	Hoysala Projects Pvt.Ltd Hoysala Projects Pvt.Ltd borrower
3	Complete or full description of the immovable property (ies) offered as security including the following details a) Survey No. b) Door/House No.(in case of	Details discussion in a separate sheet annexed to this report. 65/2A and 66/1

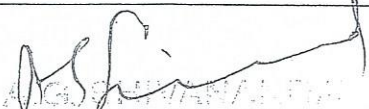
[Signature]
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	house property) c) Extent/area including Plinth/built up area in case of house property d) Locations like name of the place, village city registration sub-district etc. Boundaries.	Nil Not applicable Byataryanapura, Yelahanka Hobli, Bangalore North Taluk, Bytrayanapura. Bangalore South Taluk. Mentioned in the separate sheet.
4.	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies of registration extracts duly certified: Note: Only originals or certified extracts from the registering/land revenue/other authorities to be examined. SL.No. Date Name & Nature of the Documents/Originals/certified/certified extract/Photo copy etc., In case of copies whether the original was scrutinized by the advocate	Separate sheet is annexed to this report. Certified, original copies are verified Discussed separately Yes originals were scrutinized
5	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	The Originals of the title deeds are verified
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any on line portal or computer system? b) If such on line /computer records	Not within the knowledge

	are available whether any verification or cross checking are made and the comments/findings in this regards. c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not within the knowledge No
7	a) Property offered as security falls within the jurisdiction of which Sub-Registrar office? b) Whether it is possible to have registration of documents in respect of the property in question at more than one office of Sub-Registrar/District Registrar, registrar general. If so please name all such offices. c) Whether the search has been made at all the offices named at (b) above. d) Whether search s in the offices of registering authorities or any other records reveals registration of multiple title documents in respect of the property in question?	Byataryanapura Sub-Registrar, Bangalore. No No No
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involed,search should be made for a further period depending on the need for clearance of such clog on the title	Separate sheet annexed
9	Nature of Title of the intending Mortgagor over the Property whether full ownership rights leasehold Rights, Occupancy/Possessory rights or inam Holder or Government Grantee/Allottee etc)	Full ownership rights to an extent of 54% to the developer and owners No.1-5 share will be 46% Full ownership rights to an extent of 56.3% to the Developer and owner No.6 and 7 share will be 43.7% Full ownership rights to an extent of 56.50% to the Developer and owner No.8

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		share will be 43.50% and the same percentage of share will be in built up area and common car parking in the schedule 'A' property as per the joint development agreement dated 29.07.2013
10	If lease hold, whether (a) Lease Deed is duly stamped and Registered. (b) Lessee is permitted to mortgage the lease hold right (c) Duration of the Lease/unexpired period of lease. (d) If a sub Lease, check the Lease deed in favour of Lessee as to whether Lease deed permits sub leasing and mortgage by Sub Lessee also	Not applicable
11	If Govt.grant/allotment/Lease cum Sale Agreement whether (a) grant/agreement etc. provides for alienable rights to the Mortgagor with or without conditions (b) the Mortgagor is competent to create charge on such property.	Not applicable
12	If occupancy rights, whether (a) such right is heritable and transferable (b) Mortgage can be created	Not applicable
13	Nature of Minor's Interest if any and if so, whether creation of mortgage could be possible - the modalities/procedure to be followed and the reasons for coming to such conclusion.	Nil


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14	If the property has been transferred by way of gift/settlement deed, Whether: a) The Gift/Settlement Deed is duly stamped and registered. b) The Gift/Settlement deed has been attested by two witnesses; c) The gift and settlement deed transfers the property to the Donee d) Whether the Donee has accepted the gift by signing gift/settlement deed or by a separated writing or by implication or by actions; e) Whether there is any restriction on the donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the gifted property g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Duly regd vide document no.HBB-1 01610/2012-13 stored in C.D.No.HBBD82 in the office of the sub-Registrar, Yelahanka Bangalore. Duly attested by 2 witnesses Yes Yes Donee accepted the gift by the signing the gift deed Nil Yes Donee in possession of the gifted property. Nil Nil
15	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. b) Whether the mutation has been effected and whether the mortgagor is in possession and enjoyment of his share c) Whether the Partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon. d) In respect of Partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied e) Whether any of the documents in question are executed in counterparts or in more then one set? If so, additional precautions to be taken for avoiding multiple mortgages	Nil Nil Nil Nil Nil
16.	Whether the title documents include	Nil.

[Signature]
 A. S. CHIT/ANANDA/
 Advocate for the above
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(A)	any testamentary documents/Wills? a) In case of Wills, Whether the Will is registered Will or Unregistered Will? b) Whether the Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? c) Whether the property is mutated on the basis of Will. d) Whether the Original Will is available? e) Whether the original death certificate of the testator is available? f) What are the circumstances and/or the documents to establish the Will in question is the last and Final Will of the Testator?	Nil Nil Nil Nil Nil Nil
17	a) Whether the Property is subject to any Wakf rights? b) Whether the property belongs to Church/temple or any religious/other institutions having any restriction in creation of charges on such properties. c) Precaution/permissions, if any in respect of the above cases for creation of mortgage?	Not applicable Not applicable Not applicable
18	a) Where the property is a HUF/joint family property, mortgage is created for family benefits/legal necessities, whether the major coparceners have no objection/join in execution, minor's share if any rights of female members etc b) Please also comments on any other aspect which may adversely affect the validity of security in such cases?	Not applicable Not applicable
19	a) Whether the property belongs to any trust or subject to the rights of any trust? b) Whether the trust is a private or public trust and whether the trust deed specifically authorizes the mortgage of the property? c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable Not applicable Nil

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[Faint stamp text: A. K. Sharma, Advocate, Bar Council of India, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025]

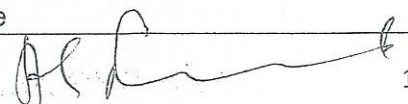
	b) Whether any search/enquiry is made with the land acquisition office and the outcome of such search/enquiry?	Nil
23	a) Whether the property involved in or subject matter of any litigation which is pending or concluded? b) If so whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings	Nil Nil Nil
24	a) In case of Partnership firm, whether the property belongs to the firm and the deed is properly registered b) Property belonging to partners, whether thrown on hotchpots? Whether for the same have been completed as per applicable laws? c) Whether the person(s) creating Mortgage has/have any authority to create mortgage for and on behalf of the firm.	No No NIL
25	Whether the Property belongs to a Limited Company, check the borrowing powers, BOD resolution Authorization to create Mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association (provision for common seal etc)	No
26	In case of Societies/Association the required Authority/power to borrower and whether the Mortgage can be created and the requisition resolution bye-laws	Not applicable
27	a) Whether any POA is involved in the chain of title?	Yes all the owners of the Schedule Property have executed the General Power of Attorney in favour of the Developer in lieu of the

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	executing the Joint Development Agreement.
b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement cum power of Attorney. If so, please clarify whether the same is registered documents and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. c) In case the title documents is executed by the POA Holder. Please clarify whether the POA involved is (i) one executed by the builder/developer Viz Companies/Firms/Individual or Proprietary Concerns in favour of their partners/ Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreement of sale, Sale deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA). d) In case of Builder's POA, whether certified copy of POA is available and the same has been verified/compared with the Original POA. e) In case of common POA(POA other than the Builder's POA), Please clarify the following clauses in respect of POA i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is special or general one? iv) Whether the POA contains a specific authority for execution of title document in question? f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-Registrar also? g) Please comment on the	POA involved is one coupled with interest, i.e. a Development Agreement cum power of Attorney and the same is registered documents and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. Nil Yes verified and compared with the Original Nil Nil Not applicable Not applicable Not applicable Not applicable

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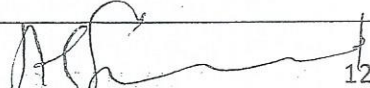
	genuineness of POA h) The Unequivocal opinion on the enforceability and validity of the POA?	Not applicable NIL
28	Whether Mortgage is being created by POA Holder check genuiness of the Power of Attorney and extent of Power Give therein and whether the same is properly executed/ stamped/ authenticated in terms of the law of the place where it is executed.	No
29	If the property is a flat//apartment or residential/commercial complex check and comment on the following a) Promoter's and Owner's title to the Land/building b)Development agreement/power of Attorney b) Extent of Authority of the Developer/Builder c) Independent title verification of the Land and or building in question d) Agreement for sale (duly registered) e) Payment of Proper stamp duty f) Requirement of registration of sale agreement/development agreement/POA, etc; g) Approval of building plan, permission of appropriate/local authority etc h) Conveyance in favour of Society/Condominium concerned;	An extent of 54% to the developer and owners No.1-5 share will be 46% An extent of 56.3% to the Developer and owner No.6 and 7 share will be 43.7% An extent of 56.50% to the Developer and owner No.8 share will be 43.50% and the same percentage of share will be in built up are and common car parking in the schedule property as per the joint development agreement dated 29.07.2013. Duly regd and power of Attorney is irrerevocable As Mentioned above Verified Not applicable Proper stamp duty is paid on theJDA and GPA and both were duly regd. Development agreement/POA are regd and valid as on today. Permission from all the concerned authorities are obtained and the Modified approval of building plan obtained from the BBMP on 28.05.2014 and it is valid up to 27.05.2016. Not applicable



	j) Occupancy Certificate/allotment letter/ letter of possession; i) Membership details in the society etc; j) Share Certificates; k) No Objection Letter from the Society; l) All legal requirement under the Local Municipal laws regarding ownership of flats apartments building regulation development control regulations development control regulation co-operative Societies Laws etc m) Requirement for noting the Bank charges on the records of the Housing Society, if any n) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any o) Whether the numbering pattern of the units/flats tally in all documents such as approved plan agreement plan etc;	Nil Not applicable Not applicable All legal requirements obtained from the concerned authorities Nil Not applicable Project is yet to be completed.
30	Encumbrances, Attachments and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc and details thereof	Nil
31	The period covered under the Encumbrance Certificate and the name of the persons in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33	a) Urban Land ceiling clearance whether required and if so, details thereon b) Whether No Objection Certificate under the Income Tax Act is required/obtained	Not applicable
34	Details of RTC Extracts/Mutation Extract/Khata Extracts pertaining to	Khata Extract and Khata certificate issued by the BBMP in favour of the owners dated

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	the property in question	17.11.2012 have been verified.
35	Whether the name of the Mortgagor is reflected as owner in the revenue/municipal/village records	The names of owners have been reflected in the BBMP records.
36	a) Whether the Property offered as security is clearly demarcated? b) Whether the demarcation/partition of the property of the schedule property are legally valid? c) Whether the property has clear access as per the document?	Yes Legally valid Yes
37	Whether the property can be identified from the following documents and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection) Document in relation to water connection, c) Document in relation to Sales Tax Registration, if any applicable	No, since the project is yet to be completed Yes
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents (such as valuation report, utility bills etc) or the actual current boundary? If so please elaborate/comment on the same.	No difference/discrepancy in any of the title documents
39	If the valuation report and/or approved /sanctioned plans are made available. Please comments on the description and boundaries of the property on the said document and that in the title deeds	The boundaries mentioned in the title deed are valid and enforceable.
40	Any bar restriction for creation of mortgage under any local or special enactments details of proper registration of documents payments of proper stamp duty etc.	Nil
41	Whether the Bank will be able to	can enforce SARFESI Act



	enforce SARFESI Act, if required against the property offered as security?	
42	In case of absence of original title deeds, details of legal and other requirements for creations of a proper valid and enforceable mortgage by deposit of certified extract duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original and certified copies of the Title deeds are available for verification and same could be taken as creation of proper, valid and enforceable mortgage.
43	Whether the governing law/constitution documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not applicable
44	Additional aspects relevant for investigation of title as per local laws.	Nil
45	Additional suggestions, if any to safeguard the interest of Bank /ensuring the perfection of security.	No suggestions.
46	The specific persons who are required to create mortgage to deposit documents creating mortgage	Borrower.

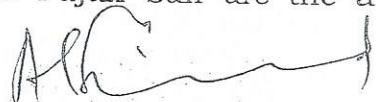
ANNEXURE-'C'

CERTIFICATE OF TITLE

1. I have examined the Originals and certified copies of the Title Deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the documents of title referred in the Opinion are valid evidence of Right, title and interest and that if the said equitable Mortgage is created it will satisfy the requirement of creation of Equitable Mortgage and I further certify that



2. I have examined the Documents in detail, taking into account all the guidelines in the checklist vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Sub-Registrar office. I do not find anything adverse which would prevent the title Holder for creating valid Mortgage in respect of the Schedule property in question and further I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue records and relative title Deeds and encumbrance certificate obtained from the concerned register office and I hereby certify the genuineness of the Title Deeds.
5. There is no prior Mortgage/charges/encumbrances created on the Item No.1 and Item No.2 of the schedule property as could be seen from the Encumbrance Certificate for the period from 01-04-1950 to 12.08.2014 pertaining to the immovable property (ies) covered by above said title deeds. The property is free from all encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the loan documents and agreed to by the Mortgagor and the Bank.
7. There is no Minor/s interest in the property.
8. The Mortgage if created will be available to the Bank for the liability of the Borrower M/s.Hoysala Projects Pvt Ltd in respect of its 54%,56.3% and 56.50% of undivided share in the Schedule property which belongs to 8 owners and the same percentage of shares in the super built up area and in the Car parking area
9. I certify that Sri.D.Vijay Kumar,Smt.Lalitha Gowda,Sri.P.Nanda Kishore,Smt.Geetha Raja gopal,Smt.K.M.Rathanamma,Sri.G.S.Satish Kumar,Sri.G.S.Yatish Kumar and Sri.Shiva Pujan Sah are the absolute



owners in possession and enjoyment of the Schedule Property are holding clear and marketable title over the Schedule Property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by deposit of title deeds, I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

11. There are no legal impediments for creation of the Mortgage under any applicable law rule in force.

SCHEDULE PROPERTY

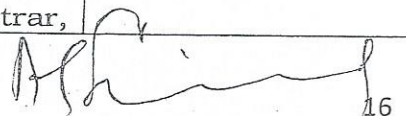
All that piece and Parcel of the Property being residentially converted vacant land bearing Sy.No.65/2A measuring 1 acre and the land bearing Sy.No.66/1 measuring 30 ½ guntas of land and totally measuring 1 acre 30 ½ guntas of land presently within the revenue administrative jurisdiction of Bruhat Bangalore Mahanagara Palike and Amalgamated Khata No.347/65/2A,66/1 Ward No.7 situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk and bounded on East by Sy.No.66/2 and Sy.No.45, West by Sy.No.65/,1 North by Property in Sy.No.75/2 and South by Sy.No.65/2A.

6 (A& B) DESCRIPTION OF DOCUMENTS/TITLE DEEDS SCRUTINSED

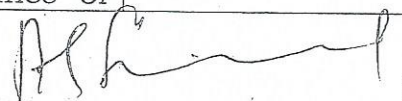
SL.NO.	DATE OF DOCUMENT	NAME OF DOCUMENT	ORIGINAL/TRUE COPY
1.	29.01.1930	Hissa Survey Tippani for Sy.No.65.	Certified
2.	14.08.1958	Order of the Special Deputy Commissioner for Inam Abolition in Case No.124/1957-58.	certified
3.	07.12.2005	Hissa Survey Tippani for Sy.No.65/2.	Certified
4.		R.R.1035 in respect of Sy.No.65/2A.	Certified
5.	03.03.2014	Pakka Book, Atlas and R.R. Balabag in respect of Sy.No.65/2.	Certified
6.	06.03.2014	Akarband in respect of Sy.No.65/2.	Certified
7.		RTC's in respect of Sy.No.65/2A from 1966-67 to 2012-13.	Original

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8.	22.04.1992	Official memorandum issued by the Deputy Commissioner regarding conversion of land bearing Sy.No.65/2A.	Original
9.	27.06.1992	Sale deed executed by Muninanjappa in favour of Smt. Lalitha Gowda, registered as document No.2272/1992-93, in the Office of the Sub-Registrar, Yelahanka.	Original
10.	27.06.1992	Sale deed executed by Muninanjappa in favour of Smt. Geetha Rajgopal, registered as document No.2273/1992-93, in the Office of the Sub-Registrar, Yelahanka.	Original
11.	27.06.1992	Sale deed executed by Muninanjappa in favour of D. Vijaya Kumar, registered sale deed dated 27.06.1992, registered as document No.2274/1992-93, in the Office of the Sub-Registrar, Yelahanka.	Original
12.	27.06.1992	Sale deed executed by Muninanjappa in favour of P. Nanda Kishore, registered sale deed dated 27.06.1992, registered as document No.2275/1992-93, in the Office of the Sub-Registrar, Yelahanka.	Original
13.	27.06.1992	Sale deed executed by Muninanjappa in favour of M. Govappa, registered sale deed dated 27.06.1992, registered as document No.2276/1992-93, in the Office of the Sub-Registrar, Yelahanka.	Original
14.	16.02.2006	Gift deed executed by M. Govappa in favour K. M. Rathnamma, registered as document No.14256/2005-06, in the office of the Sub-Registrar, Yelahanka.	Original
15.	07.12.2005	Hissa Survey Tippani for Sy.No.66.	Certified
16.	03.03.2014	Pakka Book and Atlas in respect of Sy.No.66.	Certified
17.	06.03.2014	Akarband in respect of Sy.No.66.	Certified
18.		RTC's in respect of Sy.No.66/1 from 1966-67 to 2013-14.	Original
19.	06.12.1971	Sale deed executed by Nanjappa in favour of Ashwathappa @ Ashwathaiah, registered as document No.3086/1971-72, in the Office of the Sub-Registrar,	Certified



		Bangalore Taluk.	
20.	06.12.1971	Sale deed executed by Nanjappa in favour of Ramachandraiah, registered as document No.3087/1971-72, in the Office of the Sub-Registrar, Bangalore Taluk.	Certified
21.	06.12.1971	Sale deed executed by Nanjappa in favour of Smt. Narayanamma, registered as document No.3088/1971-72, in the Office of the Sub-Registrar, Bangalore Taluk.	Certified
22.	06.12.1971	Sale deed executed by Nanjappa in favour of R. Madhav and R. Jayram, registered as document No.3089/1971-72, in the Office of the Sub-Registrar, Bangalore Taluk.	Certified
23.	14.05.1992	Official memorandum issued by the Deputy Commissioner regarding conversion of land bearing Sy.No.66/1.	Original
24.	13.07.1992	Sale deed executed by Ashwathappa @ Ashwathaiah in favour of Shiva Pujan Sah, registered sale deed dated 13.07.1992, registered as document No.2814/1992-93, in the office of the Sub-Registrar, Yelahanka.	Original
25.	31.12.1992	Sale deed executed by Ramachandraiah @ Ramachandra & others in favour of Ganesh Prasad Gupta, registered as document No.4641/1992-93, in the office of the Sub-Registrar, Yelahanka.	Original
26.	09.08.2012	Gift deed executed by Ganesh Prasad Gupta in favour of Shivapoojan Sah, registered as document No.1610/2012-13, in the office of the Sub-Registrar, Gandhinagar, Hebbal, Bangalore.	Original
27.	30.01.1995	Sale deed executed by B. T. Gopalakrishnaiah and children in favour of G. S. Yatish Kumar, registered as document No.8186/1994-95, in the office of the Sub-Registrar, Yelahanka.	Original
28.	30.01.1995	Sale deed executed by R. Madhav @ R. Madhu and B. R. Jayaram in favour of Sri. G. S. Satish Kumar, registered as document No.8188/1994-95, in the office of	Original



		the Sub-Registrar, Yelahanka.	
29.	17.11.2012	Khata Certificate bearing No.374/65/2A, 66/1.	Original
30.	17.11.2012	Khata Extract bearing No.374/65/2A, 66/1.	Original
31.	29.07.2013	Joint Development Agreement, registered as document No.BYP-1-03528-2013-14, stored in CD No.BYPD184, in the Office of the Sub-Registrar Byataryanapura, Bangalore.	Original
32.	29.07.2013	General Power of Attorney, registered as document No.BYP-4-00098-2013-14, stored in CD No.BYPD184, in the Office of the Sub-Registrar Byataryanapura, Bangalore.	Original
33.	28.11.2013	Khata Certificate bearing No.374/65/2A, 66/1 & 65/1.	Original
34.	28.11.2013	Khata Extract bearing No.374/65/2A, 66/1 & 65/1.	Original
35.	09.05.2011	NOC issued by Airports Authority of India.	Original
36.	16.03.2012	NOC issued by Bharat Sanchar Nigam Limited.	Original
37.	21.06.2012	Environment Clearance issued by State Level Environment Impact Assessment Authority of India (MOEF).	Original
38.	13.02.2014	NOC issued by Department of Fire and Emergency Services.	Original
39.	07.03.2014	Consent Letter issued by Karnataka State Pollution Control Board.	Original
40.	28.05.2014	Building License issued by the BBMP.	Original
41.	18.07.2014	Tax paid receipt for the year 2014-15	Original
42.	-----	E.C from 01.04.1950 to 12.08.2014	Original

FLOW OF TITLE:-

1. Originally the Land bearing Sy.No.65/2 which measures about 2 acres situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk belonged to one Dandin Byrappa son of Subbanna who was Inamdar and he acquired the above land along with other lands as per the orders passed by the Special Deputy Commissioner for Inam Abolition, Bangalore vide case No.124/57-58 dated 14.08.1958 on the ground that the lands in question were in the name of Dandin Byrappa father of Sri.Muninanjappa and the lands were the ancestral

Al Rina 18

properties and as only son he has inherited the same. Hence the Deputy Commissioner ordered to register as Kadim tenant and to this effect an endorsement was issued by the deputy commissioner which reveals that Khata and Hidulvalidar regd in the name of Sri.Muninanjappa. Pursuance to the said order, Hissa Phode was done on 05.12.1966 and assigned with the New Sy.No.65/2A and 65/2B and each land measuring 1-00 acre each and the same could be seen in RR register extract vide its NO.1035 and 1036 and further on seeing the RTC extract from 1967-68 to 2012-2013 at column no.9 and 12 it is mentioned that Muninanjappa was the Khatadar and cultivator of the land bearing Sy.No.65/2A.

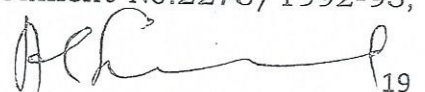
2. Hence from looking in to the above documents along with Village Map, Atlas, Hissa Tippani, RR.Extract and RTC Extract establishes the ownership and possession of Muninanjappa.

3. It is submitted that the said Muninanjappa. had submitted an application to the Special Deputy Commissioner, Bangalore District for conversion of agricultural land bearing Survey No.65/2A of Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk from agricultural use to non-agricultural residential purpose and the Special Deputy Commissioner after inspecting the report from the Thasildar and the endorsement issued by the BDA dated 03.02.1992 had accorded sanction vide Official Memorandum dated 22.04.1992 vide its No.ALN/SR(N)/199/1991-92 by receiving the requisite conversion fee of Rs.21,815 was ordered for conversion from agricultural use to Non-agricultural Residential purposes.

4. In view of getting converted the land bearing Sy.No.65/2A which measures about 1-00 acre situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk, the said owner Sri.Muninanjappa in order to meet his legal necessities has sold the above converted land bearing Sy.No.65/2A to 5 different persons under 5 different sale deeds as here under:-

1. 8 Guntas, in favour of **Smt. Lalitha Gowda** W/o Y. K. Puttasome Gowda, under a registered sale deed dated 27.06.1992, registered as document No.2272/1992-93, Book-I, Volume No.273, at pages 123-127, registered in the Office of the Sub-Registrar, Yelahanka

2. 8 Guntas, in favour of **Smt. Geetha Rajgopal** W/o B. K. Rajgopal, under a registered sale deed dated 27.06.1992, registered as document No.2273/1992-93,

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Book-I, Volume No.276, at pages 81-86, registered in the Office of the Sub-Registrar, Yelahanka

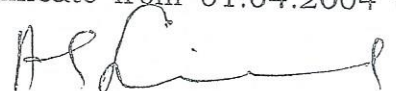
3. 8 Guntas, in favour of **Sri. D. Vijay Kumar S/o D. Rame Gowda**, under a registered sale deed dated 27.06.1992, registered as document No.2274/1992-93, Book-I, Volume No.271, at pages 234-239, registered in the Office of the Sub-Registrar, Yelahanka

4. 8 Guntas, in favour of **Sri. P. Nanda Kishore S/o Y. K. Puttasome Gowda**, under a registered sale deed dated 27.06.1992, registered as document No.2275/1992-93, Book-I, Volume No.277, at pages 57-62, registered in the Office of the Sub-Registrar, Yelahanka

5. 8 Guntas, in favour of **Sri. M. Govappa S/o Late G. Muniyappa**, under a registered sale deed dated 27.06.1992, registered as document No.2276/1992-93, Book-I, Volume No.275, at pages 128-133, registered in the Office of the Sub-Registrar, Yelahanka.

6. It is submitted that after acquiring the 8 guntas of land in Sy.No.65/2A the above said owner **Sri. M. Govappa S/o Late G. Muniyappa** has gifted in favour of his sister **Smt. K. M. Rathnamma W/o V. Muniyappa**, vide gift deed dated 16.02.2006, registered as document No.14256/2005-06, in the office of the Sub-Registrar, Yelahanka.

7. Hence by virtue of acquiring the above lands through Regd. Sale deeds and Gift deed **Smt. Lalitha Gowda**, (2) **Smt. Geetha Rajgopal**, (3) **Sri. D. Vijay Kumar**, (4) **Sri. P. Nanda Kishore** and (5) **Smt. K. M. Rathnamma** have acquired the right, title and interest in the Sy No.65/2A, measuring to an extent of 1-00 Acres, situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk. Since the above land was converted to non-agricultural residential purposes, the name of earlier owner **Sri. Muninanajappa's** name has been shown as Khatadar and cultivator of land. However by looking in to the encumbrance certificate from 01.06.1989 to 31.03.2004 there is an entry about the sale transaction on 27.06.1992 and by looking into the encumbrance certificate from 01.04.2004 to



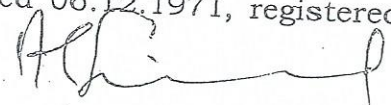
12.08.2014 there is an entry in respect of Gift deed executed by Sri.M.Govappa in favour of Smt.K.M.Rathnamma on 18.02.2006.

8. Hence from looking in to the above sale deeds and Gift deed I am of the opinion that Smt. Lalitha Gowda, (2) Smt. Geetha Rajgopal, (3) Sri. D. Vijay Kumar, (4) Sri. P. Nanda Kishore and (5) Smt. K. M. Rathnamma have acquired the absolute right, title and interest in respect of 8 guntas each in the land bearing Sy.No.65/2A situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk.

9. In respect of land bearing Sy.No.66/1 measuring to an extent of 38 guntas owned by one Sri.Nanjappa son of Sri.Mariyappa, he purchased the above land through court auction in Execution No.118/1950-51 in the court of the Munsiff, Bangalore, and possession has taken vide Order dated 25.06.1952 in Misc No.217/1951-52. Pursuant to the same the revenue records were changed in the name of Sri. Nanjappa and to evidence the same the RTC Extract for the year 1966-67 to 1976-77. Hence from looking in to the above documents along with Village Map, Atlas, Hissa Tippani, RR.Extract and RTC Extract establishes the ownership and possession of Sri.Nanjappa and further in the recitals of sale deeds referred to at sl.no.19-22 it is mentioned that how that Nanjappa has acquired the land bearing Sy.No.66/1.

10. The said Nanjappa in order to meet his legal necessities has sold Sy. No.66/1, measuring 0-30 ½ Guntas out of 38 guntas of land to 4 different persons under 4 separate registered Sale deeds as under:-

1. 7½ Guntas, in favour of Sri. Ashwathappa @ Ashwathaiah S/o Narayanappa under a registered sale deed dated 06.12.1971, registered as document No.3086/1971-72, Book No.I, at Pages 74-77, registered in the Office of the Sub-Registrar, Bangalore Taluk.
2. 7½ Guntas, in favour of Sri. Ramachandraiah S/o Venkataramanappa under a registered sale deed dated 06.12.1971, registered as document No.3087/1971-72, Book No.I, at Pages 225 to 227 registered in the Office of the Sub-Registrar, Bangalore Taluk
3. 08 Guntas, in favour of Smt. Narayanamma, D/o Angadi Venkatashamappa, under a registered sale deed dated 06.12.1971, registered as



document No.3088/1971-72, Book No.I, Pages 63-66 registered in the Office of the Sub-Registrar, Bangalore Taluk.

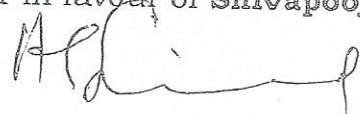
4. 08 Guntas, in favour of Sri. R. Madhava and Sri. R. Jayram, Sons of Ramaiah, under a registered sale deed dated 06.12.1971, registered as document No.3089/1971-72, Book No.I, at Pages 218 to 221, registered in the Office of the Sub-Registrar, Bangalore Taluk. Pursuant to their purchase, the above said persons got mutated their names in the revenue records and their names have been entered in the RTC extract for the year 1971-72 to 1999-2000.

11. Hence by looking in to the documents referred to above I am of the opinion that Sri. Ashwathappa @ Ashwathaiah, Sri. Ramachandraiah S/o Venkataramanappa, Smt. Narayanamma, D/o Angadi Venkatasamappa, and Sri. R. Madhava and Sri. R. Jayram, Sons of Ramaiah were the absolute owners in possession and enjoyment of the above extent of 30 ½ of land in Sy.No.66/1.

12. It is submitted that the said Sri. Ashwathappa @ Ashwathaiah, Sri. Ramachandraiah S/o Venkataramanappa, Smt. Narayanamma, D/o Angadi Venkatasamappa, and Sri. R. Madhava and Sri. R. Jayram, Sons of Ramaiah submitted an application to the Special Deputy Commissioner, Bangalore District for conversion of agricultural land bearing Survey No.66/1 of Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk from agricultural use to non-agricultural residential purpose and the Special Deputy Commissioner after inspecting the report from the Thasildar and the endorsement issued by the BDA dated 03.02.1992 had accorded sanction vide Official Memorandum dated 14.05.1992 vide its No.ALN/SR(N)/200/1991-92 by receiving the requisite conversion fee of Rs.21,815 was ordered for conversion from agricultural use to Non-agricultural Residential purposes.

13. In view of conversion of the land in to non-agricultural residential purposes in respect of Sy.No.66/1, measuring 00-30½ Guntas, the above said persons have sold the same in favour of the present owners in respect of their share in the following manner:-

i) Ashwathappa @ Ashwathaiah & his children, represented by their G.P.A.Holder, sold an extent of 7½ guntas in Sy. No.66/1 in favour of Shivapoojan

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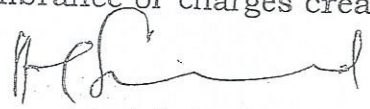
Sah under a registered sale deed dated 13.07.1992, registered as document No.2814/1992-93, Book-I, Vol-2825, pages 55 to 61, in the office of the Sub-Registrar, Yelahanka, Bangalore.

ii) **Ramachandra @ Ramachandraiah**, S/o Venkataramanappa along with agreement holders sold an extent of 07 Guntas in Sy. No.66/1 to in favour of **Ganesh Prasad Gupta**, under a registered sale deed dated 31.12.1992, registered as document No.4641/1992-93, Book-I, Vol-317, pages 136 to 141, in the office of the Sub-Registrar, Yelahanka Bangalore and Subsequently the said Ganesh Prasad Gupta has gifted a land measuring 7 Guntas of land in Sy.No.66/1, in favour of his brother **Shivapoojan Sah**, vide gift deed dated 09.08.2012, registered as document No.1610/2012-13, in the office of the Sub-Registrar, Gandhinagar, Hebbal, Bangalore and hence Shivapoojan Sah has become absolute owner of land measuring to an extent of 14½ Guntas in Sy.No.66/1.

iii) **Legal heirs of Smt. Narayanamma** i.e., her husband **B. T. Gopalakrishnaiah** and children **B. G. Ganagadhar**, **B. G. Shivashankar**, **B.G.L. Murthy** and **B. G. Shanthkumar**, represented by their G.P.A.Holder, sold an extent of 08 Guntas in Sy. No.66/1 in favour of **G. S. Yatish Kumar**, under a registered sale deed dated 30.01.1995, registered as document No.8186/1994-95, Book-I, Vol-672, pages 218 to 229, in the office of the Sub-Registrar, Yelahanka, Bangalore.

iv) **R. Madhav @ R. Madhu** and **B. R. Jayaram**, represented by their G.P.A.Holder, sold an extent of 08 Guntas, in Sy. No.66/1 in favour of **Sri. G. S. Satish Kumar**, under a registered sale deed dated 30.01.1995, registered as document No.8188/1994-95, Book-I, Vol-671, pages 1 to 8, in the office of the Sub-Registrar, Yelahanka, Bangalore.

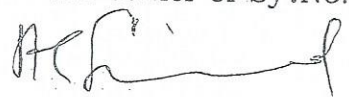
14. Hence by looking into the above documents (1) **Sri. Shivapoojan Sah**, (2) **Sri. G. S. Yatish Kumar** and (3) **Sri. G. S. Satish Kumar** have acquired marketable right, title and interest in the Sy No.66/1, measuring to an extent of 00-30½ Guntas, situated at Byataryanapura Village, Yelahanka Hobli, Bangalore North Taluk. The Encumbrance Certificates furnished for the period from 01.04.1950 to 29.06.2014 does not record any encumbrance or charges created on the Schedule property.



15. It is submitted that the Schedule Property consists of Sy.No.65/2A measuring 1 acre and Sy.No.66/1 measuring 00-30 ½ guntas is presently situated within the revenue administrative jurisdiction of Bruhat Bangalore Mahanagara Palike and after amalgamation it is assessed to property tax and has been assigned new Khata No.374/65/2A/66/1 measuring to an extent of 76,774.05 sq.feet of Ward No.7 and the Khata of the SCHEDULE property has been recorded in the names of Smt. Lalitha Gowda, Smt. Geetha Rajgopal, Sri. D. Vijay Kumar, Mr. Nanda Kishore, Smt. K. M. Rathnamma, Sri. Shivapoojan Sah, G. S. Yatish Kumar and Sri. G. S. Satish Kumar in the revenue register of the Bruhat Bangalore Mahanagara Palike and the property tax in respect of Schedule property has been paid by the owners.

16. It is submitted that the land bearing Sy.No.66/1 and 65/2A are adjacent to each other and it would be difficult for the development until and unless they clubbed together and they decided to go for joint venture and in this regards they have approached the Developer M/s Hoysala Projects Pvt.Ltd who is in the field of Real estate and Construction and the said developer after scrutinized the entire documents in respect of the above lands and having satisfied with the title deeds the said developer M/s Hoysala Projects Pvt.Ltd have entered into a joint development agreement with the above said owners of Sy.No.65/2A and 66/1 measuring to an extent of 1 acre 30 ½ guntas on 29.07.2013 and the said document was executed on 29.07.2013 and regd on 30.07.2013 vide Regd.Document No.BYP-1-03528-2013-14, stored in CD No.BYPD184, in the Office of the Sub-Registrar Byataryanapura, Bangalore and the above said owners have also executed a General power of Attorney appointing M/s. Hoysala Projects Private Limited, as their attorney to develop the Schedule property in terms of the Joint Development Agreement, the said GPA is registered on 30.07.2013 and the said document is irrevocable and as legal entity and enforceable in law.

17. It is submitted adjacent to the above schedule property the developer has been constructing another apartment vide Khata No.428/65/1, measuring 1,18,701 Sq.ft under the name and style of "HOYSALA ACE" and the said project has been approved by the State Bank of India on 18.10.2012 and the developer has thought fit to combine both the schedule properties and Hoysala Ace in to one unit and in this regard both the Schedule Property owners and the owner of Sy.No.65/1



Property valid for 2 years from 28.05.2014 to 27.05.2016 and the Property taxes have been paid on 18.07.2014 for the year 2014-15.

Hence on perusal of the above documents and representations made therein, I am of the opinion that, (1) Smt. Lalitha Gowda, (2) Smt. Geetha Rajgopal, (3) Sri. D. Vijay Kumar, (4) Sri. P. Nanda Kishore (5) Smt. K. M. Rathnamma (6) Sri. Shivapoojan Sah, (7) Sri. G. S. Yatish Kumar and (8) Sri. G. S. Satish Kumar are the co-owners of the Schedule Property and their title to the same is clear and marketable and they have entered into a Joint Development Agreement and executed a registered General Power of Attorney in favour of M/s. Hoysala Projects Private Limited on 29.07.2013 and as per the above agreement M/s. Hoysala Projects Private Ltd., is entitled to deal with the undivided shares in Item No.I & II of the Schedule property which is allotted to it under the above said agreement and the constructed area as referred in the Joint Development Agreement and GPA.

SEARCH REPORT

I further certify that I have verified the Joint Development Agreement dated 29.07.2013, registered as document No.BYP-1-03528-2013-14, stored in CD No.BYPD184, in the Office of the Sub-Registrar Byataryanapura, Bangalore and the General Power of Attorney dated 29.07.2013, registered as document No.BYP-4-00098-2013-14, stored in CD No.BYPD184, in the Office of the Sub-Registrar Byataryanapura, Bangalore and the documents that was registered on the above said dates are genuine as the particulars shown in the deeds tally with the entries recorded in the Sub.Registrer, Byataryanapura, Bangalore and I am herewith producing the receipt bearing No.5197 dated 14.08.2014.

Bangalore,

Dated:09.09.2014

ADVOCATE
[Signature]
[Stamp: ADVOCATE, H. HOYALA, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100]