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48 Lavelle Road
Bangalore - 560 001

AND AT HYDERABAD

25th May 2010

Our ref : N:H:K-5248/2010

Embassy Group,
Embassy Point, I Floor,
No.150, Infantry Road,
Bangalore - 560 001.

Dear Sirs,

Survey Nos.50/6, 54/1, etc., of Hebbal Village, Kasaba
Hobli, Bangalore North Taluk, Bangalore District

We have prepared our Report on Title in respect of the above property,
which we enclose for your reference.

Yours faithfully,

King & Partridge

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REPORT ON TITLE

Property : Survey Nos.50/6, 54/1, etc., of Hebbal Village, Kasaba
Hobli, Bangalore North Taluk, Bangalore District

Owner : Kirloskar Systems Limited

Re. Survey No.50/6, extent - 0.7 guntas
Survey No.54/1, extent - 2.3 guntas

The above two Survey Numbers previously belonged to Chikkamarappa, who had purchased the said Survey Numbers from Jamanna on 21st November 1931 under a Sale Deed registered as No.1214 in Book I, Volume 211, Pages 398 to 403 in the office of the Sub-Registrar, Bangalore Taluk. We have examined a xerox of the certified copy of the Sale Deed. On 19th May 1957, Chikkamarappa sold the said Survey Numbers to Chikkahanumakka under a Sale Deed which was registered as No.962 in Book I, Volume 1619, Pages 227 to 229 in the office of the Sub-Registrar, Bangalore North Taluk. We have examined the original of the Sale Deed. It appears from the Record of Rights that the above Survey Numbers had been mortgaged by the previous owners vide three separate Mortgage Deeds dated 29th July 1929, 6th August 1939 and 20th January 1941 and which were registered as No.20408, 672 and 2239 respectively. It is not known whether these mortgages had been discharged before the land was sold to Chikkahanumakka. In any case, these mortgages

have no enforceability at this point of time, as the time limit for enforcing them has expired long time ago.

On 25th August 1962, Chikkahanumakka sold both the Survey Numbers to Kirloskar Asea Ltd under a Sale Deed which was registered as No.5741 in Book I, Volume 2185, Pages 24 to 33 in the office of the Sub-Registrar, Bangalore North Taluk. The husband and sons of Chikkahanumakka were also made parties to the Sale Deed. Chikkahanumakka had earlier executed an Agreement for Sale in favour of M.Thimmiah, who had in turn nominated the above Company to purchase the land. Thimmiah was a Confirming Party to the sale.

We have examined encumbrance certificates covering the period from 1st April 1957 to 12th May 2010. These encumbrance certificates do not show any encumbrance.

Re. Survey No.52/1, extent - 3 acres 17 guntas
Survey No.52/7, extent - 2 acres 13 guntas

No title deeds are available to trace the antecedents of the above Survey Numbers. The Record of Rights vide entry No.146 shows that Survey No.52/1 was under the possession and enjoyment of Nyathappa and his brother Muni Earappa by virtue of a partition. Consequent to their death, khata was transferred in the joint names of Gundala Muniyappa, son of Nyathappa and H.M.Muddappa and H.M.Thimmaiah, both sons of Muni Earappa. On 26th July 1965, Gundala Muniyappa, H.M.Muddappa and his brother together with their respective children, sold Survey No.52/1 along with Survey No.52/7 measuring 2 acres 13 guntas to Kirloskar Asea Ltd. The Sale Deed was registered as

No.2929 in Book I, Volume 2576, Pages 165 to 173 in the office of the Sub-Registrar, Bangalore North Taluk. The recitals in the Sale Deed refer to the partition mentioned above. Before the land was sold to the Company, the land was under the tenancy of Guthaiah, who had filed a case under the Mysore Tenancy Act, 1952 (since repealed) in T.C.No.25/65-66 in the Court of the Tahsildar, Bangalore North Taluk praying for termination of tenancy and surrender of possession to the previous owners. On 22nd December 1965, the Tahsildar passed orders terminating the tenancy and permitted surrender of possession. When the order was passed, the land had already been sold to the Company. In the Sale Deed, Guthaiah's sons were made Confirming Parties and it is stated that they were relinquishing whatever tenancy rights they had in the land and that they had no objection for the sale of the land to the Company.

The encumbrance certificates which we have examined cover the period from 1st January 1960 to 12th May 2010. The certificate for the period 1st April 1962 to 16th December 1988 shows the sale transaction in favour of the Company. No encumbrances are reflected in these certificates.

Re. Survey No.52/2, extent - 1 acre 32 guntas
Survey No.52/8, extent - 28 guntas

Two parcels of agricultural land bearing Survey No.52/2 measuring 1 acre 32 guntas and Survey No.52/8 measuring 28 guntas, in all measuring 2 acres 20 guntas including 07 guntas of kharab previously belonged to Venkataramanappa. In a partition which took place on 24th June 1935 amongst Venkataramanappa and his sons viz., Muniswamappa, Narayanappa,

Chickmuddappa and Thimmaiah, both the above Survey Numbers were allotted jointly to the sons of Venkataramanappa. Khata was entered in the name of Muniswamappa and his brothers vide IC 47/39-40. This fact is borne out by the Record of Rights. The Record of Rights also shows that the sons of Venkataramanappa had created two mortgages on Survey No.52/2, one dated 18th January 1934 registered as No.2358 and the other dated 22nd February 1940 registered as No.2797 in favour of Purohit Sreekanta Shastri and another. No entry of discharge of these mortgages has been shown in the Record of Rights. These mortgages even if they are not discharged are of no significance now because the limitation period for enforcing the mortgages has expired long time ago.

Under a Sale Deed dated 29th June 1965, the said Muniswamappa and his brothers together with their respective children, sold both the parcels of land to Kirloskar Asea Ltd. The Sale Deed was registered as No.2281 in Book I, Volume 2510, Pages 151 – 158 in the office of the Sub-Registrar, Bangalore North Taluk. Guthaiah and Muniappa were made Confirming Parties to the Sale Deed as the above Survey Numbers were in their cultivation. They relinquished their tenancy rights.

We have examined the encumbrance certificates for the period 1st April 1935 to 12th May 2010, which do not disclose any encumbrance.

Re. Survey No.52/3, extent - 1 acre 31 guntas

An extent of 35 ½ guntas, being the Northern Portion of Survey No.52/3, was sold by Narasamma, widow of Anjanappa, to Kirloskar Asea Ltd under a Sale Deed dated 28th June 1965. The Sale Deed was registered as document

No.2275 in Book I, Volume 2510, Pages 138 – 144 in the office of the Sub-Registrar, Bangalore North Taluk. The recitals in the Sale Deed mention that Narasamma and her minor children succeeded to the estate of her late husband Anjanappa which included the above land. How Anjanappa acquired title to the land is not known. Neither the Sale Deed nor the Record of Rights throw light on this aspect. Narasamma executed the Sale Deed on her behalf and as guardian of her minor children. The above land was under the tenancy of H.M.Muddappa, who was made a confirming party to the sale in token of his consent to relinquish his tenancy rights. It is mentioned in the recitals of the Sale Deed that the land was being sold for the benefit of the family and to discharge the debts incurred as the family had no adequate income.

Another extent of 35 ½ guntas, being the Southern Portion of Survey No.52/3 was under the ownership of H.M.Thimmiah, who had purchased the said land under a Sale Deed dated 24th July 1959 registered as No.3539 in Book I, Volume 1816, Pages 28-31. We have examined the original of the Sale Deed. H.M.Thimmiah and his brother H.M.Muddappa together sold the above land to Kirloskar Asea Ltd under a Deed of Sale dated 26th July 1965, which Deed of Sale was registered as No.2927 in Book I, Volume 2516, Pages 160 to 165 in the office of the Sub-Registrar, Bangalore North Taluk. H.M.Muddappa executed the Sale Deed on his own behalf and on behalf of his minor children as their guardian. In this Sale Deed, there is a reference to the previous Sale Deed under which the H.M.Thimmiah acquired the land and also to a Receipt dated 9th May 1961 registered as No.1435. Though the land was purchased by H.M.Thimmaia in his own name, his brother H.M.Muddappa also joined in the execution of the Sale Deed, because he was in cultivation of

the land and he had also discharged a mortgage created by H.M.Thimmaiah on the said land vide the Receipt dated 9th May 1961 referred to above.

Thus, the Company Kirloskar Asea Ltd acquired in all 1 acre 31 guntas in Survey No.52/3.

We have examined several encumbrance certificates covering the period 1st April 1959 to 12th May 2010, which do not reveal any encumbrance. The entries relating to transactions of discharge of mortgage by H.M.Muddappa vide Receipt dated 9th May 1961 and of sale by Narasamma in favour of the Company have been shown. The entries relating to sale by Narasamma and H.M.Thimmiah in favour of the Company have been shown.

Re. Survey No.52/4, extent – 2 acres 33 guntas

Agricultural land measuring 2 acres 33 guntas in Survey No.52/4 belonged to Marianna and his son M.Siddanna, the said land having been allotted to them under a Deed of Partition dated 16th March 1962 registered as No.12074 in Book I, Volume 2142, Pages 19 to 32. Marianna and his son Siddanna acting for himself and for his minor children as their guardian sold the land to Kirloskar Asea Ltd under a Sale Deed dated 18th May 1965. The Sale Deed was registered as No.1182 in Book I, Volume 2501, Pages 78-83 in the office of the Sub-Registrar, Bangalore North Taluk. The Record of Rights vide entry Nos.1232, 1225 and 1233 shows that a Release Deed dated 23rd July 1965 was executed by Savithramma and Narayana in favour of Kirloskar Asea Ltd and the said Deed was registered as No.2863. There is also an entry to the

effect that under the Release Deed, the Releasors relinquished their tenancy rights. This document is not available. However, we are of the view that the entries in the Record of Rights would constitute sufficient evidence of relinquishment of the tenancy rights. Moreover, no proceedings seem to have been initiated by any one claiming to be the tenancy of the land for conferment of tenancy rights under the Land Reforms Act, 1961.

Encumbrance certificates covering the period 1st January 1960 to 12th May 2010, which we have examined show nil encumbrance. In the certificate from 1st April 1962 to 16th December 1988, the sale transaction from Mariyanna and his son in favour of the Company has been shown.

Re. Survey No.52/5, extent - 1 acre 21 guntas

Under a Sale Deed 28th June 1965 registered as No.2274 in Book I, Volume 2510, Pages 127 to 137 in the office of the Sub-Registrar, Bangalore North Taluk, Muniyellappa and six others, all children of late Papiiah, sold the above Survey Number to Kirloskar Asea Ltd. The minor children of the sellers, through their respective father, have been made as sellers. It is stated in the Sale Deed that the sellers inherited the land from their parents. It is also stated in the Sale Deed that the land was under the tenancy of Muniyamma who joined as Confirming Party in the Sale Deed and consented to the sale of the land to the Company. The Sale Deed does not refer to any previous documents. Legal necessity for sale of the land which has been brought about in the Sale Deed was that the sale for the benefit of the family and to pay and discharge the debts and other obligations incurred on account of inadequate

family income. The Record of Rights also does not throw light on the antecedents of title of the property.

The encumbrance certificates for the period 1st April 1954 to 12th May 2010, which we have examined, do not show any encumbrance. The sale transaction in favour of the Company has been shown in the certificate for the relevant period.

Re. *Survey No.52/6, extent - 1 acre 35 guntas*

The above Survey Number measuring 1 acre 35 guntas belonged to Guthaiah and others, they having acquired title to the same in a partition agreed upon on 24th June 1935 and every since then, they were in possession and enjoyment of the said land. On 29th June 1965, the said Guthaiah and others along with their respective minor children sold the above land to Kirloskar Asea Ltd and the Sale Deed was registered as No.2282 in Book I, Volume 2510, Pages 159-167 in the office of the Sub-Registrar, Bangalore North Taluk. The Sale Deed does not mention any other previous title deed in favour of the previous owners except the partition referred to above. In the Record of Rights, vide entry No.1197, the sale transaction in favour of the Company has been shown.

We have examined the encumbrance certificates covering the period from 1st April 1935 to 12th May 2010 which do not reveal any encumbrance. The sale transaction in favour of the Company has been in the certificate for the relevant period.

Re. Survey No.53/1, extent - 2 acres

Survey No.53/1 measuring 2 acres (including 01 gunta of kharab) was the self acquired property of Honnappa alias Honna, who sold the same to Devappa on 6th June 1947 under a Sale Deed which was registered as No.7112/46-47 of Book I, Volume 907, Pages 78-79 in the office of the Sub-Registrar, Bangalore Taluk. We have seen a xerox of the certified copy of the said Sale Deed. On 6th December 1948, Honnappa repurchased the land from Devappa and this Sale Deed was registered as No.3141 of Book I, Volume 1028, Pages 207 – 208 in the office of the Sub-Registrar, Bangalore Taluk. We have examined the original of the Sale Deed dated 6th December 1948. Entry No.154 in the Record of Rights shows that the Honnappa was in possession and enjoyment of the land.

Under a Sale Deed dated 15th September 1962 Honnappa and his sons sold the land to Kirloskar Asea Ltd, which Sale Deed was registered as No.6432 in Book I, Volume 2185, Pages 76 – 85 in the office of the Sub-Registrar, Bangalore North Taluk. In the Sale Deed, J.Thimmiah was made the Confirming Party as Honnappa had agreed to sell the land to him under an Agreement for Sale dated 29th July 1962 and Thimmiah had nominated the said Company to purchase the land. The sale in favour of the Company was shown in the Record of Rights vide Entry No.860. Entry No.155 in the Record of Rights shows that Honnappa had mortgaged the land in favour of Narasimha and no mortgage deed was available. The fact that whether the mortgage was discharged or not is immaterial at this point of time.

We have examined the encumbrance certificates for the period 1st April 1947 to 12th May 2010. The certificate bearing No.4175/99-2000 for the period from 1st April 1947 to 31st May 1989 shows the transaction of repurchase by Honnappa from Devappa under the Sale Deed dated 6th December 1948 has been mentioned. Encumbrance certificate No.5550/88-89, which we have seen, shows the entry relating to sale transaction in favour of the Company. The said certificates do not reflect any encumbrance.

Re. Survey No.53/2, extent – 2 acres 19 guntas

Under a Sale Deed dated 27th August 1962 registered as No.5838 in Book I, Volume 2185, Pages 42 – 51, Kariyappa alias Karia and his sons sold and conveyed the above Survey Number measuring 2 acres 19 guntas to Kirloskar Asea Ltd. M.Thimmiah, who was the Confirming Party in the Sale Deed had an Agreement executed by the sellers in his favour and he had nominated the Company to purchase the land.

As may be seen from the Record of Rights, it appears that the above Survey Number was under the ownership of Byrappa who had purchased the said land long time ago. On 9th June 1960, Kariyappa, son of Byrappa, and his sons sold the land to B.Seshagiri Rao, at which time Byrappa had died and this Sale Deed was registered as No.6952 in Book I, Volume 1963, Pages 97-99 in the office of the Sub-Registrar, Bangalore North Taluk. We have seen a photocopy of the Sale Deed.

On 24th August 1962, Kariyappa repurchased the land from Sheshagiri Rao and this Sale Deed was registered as No.5387 in Book I, Volume 2178, Pages 119 to 122 in the office of the Sub-Registrar, Bangalore North Taluk. We have examined a photocopy of the Sale Deed. Kariyappa acting for himself and his minor children and his other sons, who were major, together sold the land to Kirloskar Asea Ltd under the Sale Deed dated 27th August 1962 referred to above. The sale in favour of the Company was entered in the Record of Rights vide entry No.863. Prior to the Company purchased the land, two tenants viz., Kempanna and Anjanappa, were cultivating the land. These tenants had executed separate Declarations whereunder they relinquished their tenancy rights and consented for the sale of the land to the Company. Anjanappa had also executed a Release dated 9th July 1952 in favour of the erstwhile owner Sheshagiri Rao relinquishing the tenancy, which was registered as document No. 5836. We have seen photocopies of the Declarations and the Release Deed.

We have examined the encumbrances certificates for the period 1st April 1962 to 12th May 2010. The entry relating to the sale of the land in favour of the Company has been shown in the certificate for the relevant period. The certificates do not, otherwise, disclose any encumbrance.

Re. Survey No.53/3, extent - 1 acre 33 guntas

The Government of Mysore vide their Final Notification No.RD 16-LCI-64 dated 10th June 1965 published in the Mysore Gazette dated 1st July 1965 notified an extent of 1 acre 33 guntas of land in the above Survey Number to

be acquired for expansion of Kirloskar Asea Ltd. The Special Land Acquisition Officer acquired the land and passed his Award in LAC No.69/65-66. As per the Award, the claimants for compensation were Narayanamma, wife of Gundappa, Munithayamma and Chicka Munithayamma, both daughters of Sakamma. Narayanamma claimed her right over the land by virtue of a Gift Deed dated 6th July 1959 registered as No.2983 executed in her favour by her husband Gundappa, who was the son of Sakamma. Sakamma was the khatedar of the land and the other claimants viz., Munithayamma and Chicka Munithayamma were her daughters. Madappa and Nanjundappa were the anubhavaders, i.e., persons in cultivation of the land. Sakamma and Nanjundappa were dead and Madappa had no claims on the land. Since the claimants could not establish their rights and there was a dispute pending in C.S.No.403 in the II Munsiff's Court at Bangalore, the Land Acquisition Officer felt that it was a fit case to refer to the District Court for adjudication of their right, title and interest over the land apportionment of the compensation due to them. Moreover, the claimants had claimed an abnormal compensation. Therefore, the Land Acquisition Officer referred the matter to the District Court for adjudication and the compensation amount as determined by him was ordered to be sent to the District for apportionment. The possession was handed over to Kirloskar Asea Ltd on 4th February 1966.

We have examined the encumbrance certificates covering the period from 1st April 1962 to 12th May 2010, which do not disclose any encumbrance.

Re. Survey No.53/4, extent - 1 acre 22 guntas

The above Survey Number was previously in the ownership and occupation of Thayappa, he having acquired title thereto in a partition between

himself and his brother Muniyappa. No partition deed is available. However, we have obtained this information from the Record of Rights vide entry No.159. Consequent to the death of Thayappa, the land devolved on his wife Doddamma and two sons H.T.Thamme Gowda, who was a minor, and Kempanna. In an oral partition between Doddamma and her sons, an extent of 31 guntas fell to the share of Doddamma and her minor son Thamme Gowda jointly and the remaining extent of 31 guntas fell to the share of Kempanna and the khata was accordingly entered in their names.

Kempanna, acting for himself and as guardian of his minor son Thayappa, sold his share of 31 guntas in the above Survey Number to H.M.Muddappa under a Sale Deed dated 11th February 1959 which was registered as No.7752 in Book I, Volume 1767, Pages 195 – 197 in the office of the Sub-Registrar, Bangalore North Taluk. We have seen a photocopy of the Sale Deed. H.M.Muddappa, in his turn, sold the land to Kirloskar Asea Ltd on 13th September 1962 under a Sale Deed registered as No.6337 in Book I, Volume 2185, Pages 70 – 76 in the office of the Sub-Registrar, Bangalore North Taluk. The minor sons and the brother of H.M.Muddappa also joined in the execution of the Sale Deed. On the same day, Doddamma and her minor son Thamme Gowda who were entitled to 31 guntas of land in the said Survey Number also sold the land to Kirloskar Asea Ltd and this Sale Deed was registered as No.6344 in Book I, Volume 2081, Pages 245 – 250. Doddamma executed the Sale Deed not only on her behalf but also on behalf of minor son, Thamme Gowda as his guardian and it is stated therein that she was selling the land for the benefit of the family and to discharge the debt incurred for the family and also to purchase the land elsewhere.

In the both the Sale Deeds M.Thimmaiah was made a Confirming Party as he had two separate Agreements executed by the owners for purchase of 31 guntas each and he had nominated the said Company to purchase both the items of land. Thus, the said Company acquired in all 1 acre 22 guntas of land in Survey No.53/4. The purchase transactions by the Company were shown in the Record of Rights vide entry No.:865 and 866.

The encumbrance certificates covering the period from 1st January 1959 to 12th May 2010 have been made available and we have examined the same. The sale transactions referred to above have been shown in the certificates. The encumbrance certificates do not reflect any encumbrance.

Re. Survey No.53/5, extent – 30 guntas

Kirloskar Asea Ltd., purchased the above Survey Number measuring 30 guntas on 18th September 1962 under a Sale Deed executed by Krishnamma, her husband Donna Sonnappa and her two sons and one Munipapanna. The Sale Deed was registered as No.6606 in Book I, Volume 2124, Pages 204 – 214 in the office of the Sub-Registrar, Bangalore North Taluk. The recitals in the Sale Deed show that the first vendor viz., Krishnappa acquired the above land under a Sale Deed dated 7th June 1945 executed by Munipapanna, one of the executants in the Sale Deed dated 18th September 1962 in favour of the Company referred to above, and registered as No.5527 in Book I, Volume 760, Pages 145-147. The Record of Rights show that Munipapanna had purchased the above land on 28th May 1935. The recitals of the Sale Deed also state that

the said Munipapanna had issued a notice to Krishnamma alleging that the Sale Deed dated 7th June 1945 executed by him in her favour was in reality a mortgage deed and that he was in actual possession of the land. The recitals further state that Munipapanna subsequently withdrew the notice and also executed a Supplementary Sale Deed dated 15th September 1962 registered as No.6605 whereunder he confirmed that the said document was in reality a Sale Deed and handed over actual possession of the land to Krishnamma. We have not examined the Sale Deed dated 7th June 1945. However, the Supplementary Sale Deed has been produced before us and we have examined the same. In any case, the fact that Munipapanna also joined in the sale of the land by Krishnamma and her family in favour of the said Company adds to perfection of title of the said Company to the land. M.Thimmaiah, who nominated the Company as he was the Agreement Holder, joined as Confirming Party. The sale transaction in favour of the Company was recorded in the Record of Rights vide entry No.861.

We have examined the encumbrance certificates covering the period from 1st January 1945 to 12th May 2010. The certificate bearing No.4174 for the period 1st January 1945 to 31st March 1962 shows the transaction of purchase of the land by Munipapanna. The encumbrance certificate for the subsequent period from 16th December 1988 to 1st June 1999 shows the entry relating to the sale of the land to the Company. The said certificates do not otherwise reveal any encumbrance.

Re. Survey No.53/6, extent – 25 guntas

As may be seen from the Record of Rights vide entry No.793, the above land previously belonged to Papanna and Jeeyanna alias Chikka Jeeyanna, both

5/10/1962
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of whom had acquired the said land on 8th March 1951 under a Sale Deed registered as No.7526 in Book I, Volume 1189, Pages 190 - 192 and they were in possession and enjoyment of the land. On 20th September 1962, they along with their respective children sold and conveyed the land to Kirloskar Asea Ltd under a Sale Deed registered as No.6698 in Book I, Volume 2124, Pages 213-219 in the office of the Sub-Registrar, Bangalore North Taluk. They had earlier executed an Agreement in favour of M.Thimmiah, who was the Confirming Party to the Sale Deed, agreeing to sell the land with right of nomination to the purchaser and as such M.Thimmiah had nominated the Company to purchase the land. Entry No.862 in the Record of Rights shows the purchase transaction by the Company.

The encumbrance certificates for the period from 1st April 1962 to 12th May 2010 have been made available and we have examined the same. The entry of the sale transaction in favour of the Company has been shown in the certificate for the relevant period. No encumbrances are shown in the certificates.

Re. Survey No.53/7, extent - 1 acre 30 guntas

Under a Deed of Sale dated 20th September 1962, Kirloskar Asea Ltd purchased from Jeeyanna acting for himself and his minor children an extent of 1 acre 30 guntas including 01 gunta of kharab in the above Survey Number. The Sale Deed was registered as No.6701 in Book I, Volume 2097, Pages 193 - 200 in the office of the Sub-Registrar, Bangalore North Taluk. No previous title deeds are available. The Sale Deed also does not refer to any previous

documents. However, it is stated that the land was the ancestral property inherited by the seller and he was in continuous and undisturbed possession of the land. The Record of Rights also does not throw light on the antecedents of the property. The legal necessity for sale of the land by the seller was brought out in the Sale Deed by stating that the land was being sold for the benefit of the family, to clear the debts incurred on account of inadequate income of the family and to purchase the land elsewhere. The seller had earlier agreed to sell the land to M.Thimmaiah with option given to him to nominate any purchaser in whose favour the seller would execute the sale deed and as such Agreement Holder he had nominated the said Company to purchase the land. To assure good title in favour of the Company, M.Thimmaiah was made the Confirming Party in the Sale Deed.

We have examined the encumbrance certificates covering the period 1st April 1959 to 12th May 2010 which do not reveal any encumbrance. The entry relating to sale transaction in favour of the Company was shown in the certificate for the relevant period.

Re. Survey No.54/2, extent – 1 acre 24 guntas

No prior title deeds are available in respect of the above Survey Number. However, few entries in the Record of Rights throw light on the title. Entry No.164 show that Chikkamarappa, son of Jamanna acquired the above land from Kempanna of Gangenahalli on 24th April 1906 under a Sale Deed registered as No.2395. After his death, the land was mutated in the joint names of his son M.Shamanna and wife Marakka. It also appears from the Record of

Rights that Chikkamaranna had during his life time created two mortgages on the land under two separate Mortgage Deeds dated 6th August 1939 and 1st January 1941 which were also registered as Nos.672 and 2239 respectively. Documents for clearing these mortgages have not been made available. In any case, these mortgages are barred by limitation at this point of time.

Under a Sale Deed dated 15th September 1962, Shamanna along with his mother Marakka and two other brothers sold the above land to Kirloskar Asea Ltd and the Sale Deed was registered as No.6433 in Book I, Volume 3185, Pages 85 to 92 in the office of the Sub-Registrar, Bangalore North Taluk. It appears from the Sale Deed that Chikkamarappa had two wives viz., Marakka, being his first wife and Muniyamma, being the second wife. Muniyamma also joined as one of sellers. M.Thimmaiah was the Confirming Party since he was the Agreement Holder, who had nominated the Company to purchase the land.

We have seen the encumbrance certificates covering the period from 1st January 1960 to 12th May 2010, which do not show any encumbrance. The entry relating to the sale of the land to the Company has been shown in the certificate for the relevant period.

Re. Survey No.54/3, extent - 1 acre 36 guntas

The above Survey Number measuring 1 acre 36 guntas including 02 gunta of kharab land was previously under the ownership of Subbanna, who had acquired the said land on 5th May 1908 under a Sale Deed executed by Byarappa in his favour and registered as No.2845 in Book I, Volume 79, Pages 464 to 467. We have not examined this Sale deed. However, this fact is