

FORMAT-A

Circular No. (28/2021)

To

Maha RERA,

Housefin Bhavan,

Plot No. C - 21,

Bandra Kurla Complex,

Bandra (East),

Mumbai 400051.

LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to All that piece or parcel of land or ground bearing Old Survey No. 17/2 (part) admeasuring 12,450 square metres or thereabout ("Land Parcel 1"), Old Survey No. 17/3 (part) admeasuring 10,000 square metres or thereabout ("Land Parcel 2") and Survey No. 17/4 (part) admeasuring 12,900 square metres or thereabout ("Land Parcel 3") aggregating in all 35350 sq.mtrs. or thereabout and now bearing New Survey Nos. 17/2A/1 to 17/2A/70, New Survey No. 17/2+3+4 (part)-Plot No. 71, New Survey No. 17/2+3+4 (part)-Plot No. 72, Survey No. 17/2+3+4 (part)-Plot No. 73 and Survey No. 17/2+3+4 (part)-Plot No. 74 situate, lying and being in Village Baner, Taluka Haveli, District Pune ("the said Property"), being developed by Project name "Pune Baner Project - Tower 4 & 5".

- 1) On the instruction of my Client, Macrotech Developers Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001, I have investigated and prepared this Opinion on Title of the said Property inter alia on the basis and relying upon the perusal of photocopies of
- (i) the certain documents of title and papers as furnished to me,
 - (ii) Revenue Records viz. 7/12 Extracts (Record of Rights) and Mutation Entries mentioned thereon,
 - (iii) Search Report dated 15th September, 2022 and 30th June, 2023 issued by Simply Cersai, in respect of the Land Record searches conducted in the office of the Sub-Registrar of Assurances for the period of 1972 to 2023 in respect of the said Property,
 - (iv) Land Record Search taken on Online Portal of IGR Website by me through Company for the year 2002 to 2024,
 - (v) Certificate of Registration of Shangrila Garden Co-operative Housing Society Limited bearing Reg. No. PNA/PNA-4/HSG/TC/653/1994-95, dated 19/04/1994 issued by Deputy Registrar Co-operative Societies, Pune City, Rule 24 of Maharashtra Co-operative Societies Rules, 1961 and Section 9(1) of Maharashtra Co-operative Societies Rules, 1960 and classified as Tenant Co-Ownership Co-operative Society Rule 10(1) of Maharashtra Co-operative Societies Rules, 1961 and Section 12(1) of Maharashtra Co-operative Societies Rules, 1960
 - (vi) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Reports dated 01st July, 2023 issued by Simply CERSAI in respect of the said Property.

- (vii) CERSAI Reports dated 16th September, 2022 and 01st July, 2023 issued by Simply CERSAI in respect of Shangrila Garden Co-operative Housing Society Limited ("**Shangrila Garden CHSL**");
- (viii) Litigation Search Report dated 05th September, 2022 issued by Karza Technologies Private Limited and Litigation Search Report dated 30th June, 2023 issued by Cubictree Technologies Private Limited in respect of Shangrila Garden CHSL,
- (ix) Representation, Information and Explanation in connection therewith, I have to state as follows:

2) **Description of the Property**

ALL THAT piece and parcel of land or ground bearing Old Survey No. 17/2 (part) admeasuring 12,450 square metres, Old Survey No. 17/3 (part) admeasuring 10,000 square metres and Survey No. 17/4 (part) admeasuring 12,900 square metres aggregating in all 35350 sq.mtrs. or thereabout and now bearing New Survey Nos. 17/2A/1 to 17/2A/70, New Survey No. 17/2+3+4 (part)-Plot No. 71, New Survey No. 17/2+3+4 (part)-Plot No. 72, Survey No. 17/2+3+4 (part)-Plot No. 73 and Survey No. 17/2+3+4 (part)-Plot No. 74 situate, lying and being at Village Baner, Taluka Haveli, District Pune ("**the said Property**").

3) **Document of acquirement of the said Property.**

Land comprised in Survey No. 17/2 and part thereof (Land Parcel-1)

- i) Gift Deed dated 13th July, 1983 registered under serial no. HVL2-8470 of 1983 with the Office of Sub Registrar of Assurances Haveli-2 executed by Sitabai Tukaram Dhankude gifted in favour of (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Vitthal Ramchandra Murkute, (iv) Balkrishna Ramchandra Murkute and (v) Bhanudas Ramchandra Murkute to land comprised in Survey No. 17/2.
- ii) Agreement to Sale dated 13th October, 1988 executed between (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Suryakant Dhondiba Dhankude, (iv) Shivrulal Dhondiba Dhankude, (v) Nivrutti Dhondiba Dhankude, (vi) Vilas Prabhakar Dhankude, (vii) Hirabai Prabhakar Dhankude, (viii) Shivram Bhanuji Dhankude, (ix) Vijayanti Hanumant Kalbhor, (x) Aruna Dinkar Bhoyane, (xi) Yashwant Ramchandra Murkute, (xii) Bhagwan Ramchandra Murkute, (xiii) Balkrishna Ramchandra Murkute, (xiv) Bhanudas Ramchandra Murkute, (xv) Vithu Nagu Dhankude, (xvi) Gyanoba Dhondiba Dhankude and (xvii) Subhash Prabhakar Dhankude (therein referred to as the Vendors) of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sundar Narayan Pujari (therein referred to as the Purchasers) of Other Part to sell land comprised in Survey No. 17/2 (part) admeasuring 18500 sq.mtrs. or thereabouts.

- iii) Power of Attorney dated 13th October, 1988 executed by (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Suryakant Dhondiba Dhankude, (v) Shivrul Dhondiba Dhankude, (vi) Nivrutti Dhondiba Dhankude, (vii) Vilas Prabhakar Dhankude, (viii) Hirabai Prabhakar Dhankude, (ix) Shivram Bhanuji Dhankude, (x) Vaijayanti Hanumant Kalbhor, (xi) Aruna Dinkar Bhoyane, (xii) Yashwant Ramchandra Murkute, (xiii) Bhagwan Ramchandra Murkute, (xiv) Balkrishna Ramchandra Murkute, (xv) Bhanudas Ramchandra Murkute, (xvi) Vithu Nagu Dhankude, (xvii) Gyanoba Dhondiba Dhankude and (xviii) Subhash Prabhakar Dhankude in favour of Sundar Narayan Pujari in connection with land comprised in Survey No. 17/2 (part) admeasuring 18500 sq.mtrs. or thereabout.
- iv) Sale Deed dated 26th August, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4036 of 1993 and executed between (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Balkrishna Ramchandra Murkute, (iv) Bhanudas Ramchandra Murkute and (v) Vitthal Ramchandra Murkute (therein referred to as Vendors) of the One Part and Shangrila Garden Co-operative Housing Society (Proposed) through (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.
- v) Sale Deed dated 3rd September 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4197 of 1993 and executed between (i) Subhash Prabhakar Dhankude, 2) Vilas Prabhakar Dhankude, 3) Hirabai Prabhakar Dhankude, 4) Hanumant Shivram Dhankude, 5) Vaijayanti Hanumant Kalbhor and 6) Aruna Dinkar Bhoyane, (therein referred to as Vendors) of the One Part and (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4125 sq.mtrs. or thereabout.
- vi) Sale Deed dated 16th September, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4417 of 1993 and executed between (i) Gyanoba Dhondiba Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Nivrutti Dhondiba Dhankude, (v) Suryakant Dhondiba Dhankude, (vi) Shivrul Dhondiba

Dhankude, (vii) Tanhabai Sitaram Gole, (viii) Ranabai Sadashiv Palande and (ix) Chnadrabhaga Mahipati Gayke (therein referred to as Vendors) of the One Part and Shangrila Garden Co-operative Housing Society (Proposed) through (i) Sundar Narayan Pujari, (ii) Ashok Anantra Mehta, (iii) Bharat Kantilal Changede, (iv) Bansilal Karamal Gandhi and (v) Anil B. Ghaisas (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.

vii) Sale Deed dated 17th February, 1994 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-1216 of 1994 and executed between (i) Vithu Nagu Dhankude, (ii) Dattatray Vithu Dhankude (Power of Attorney holder of Vithu), (iii) Sachin Dattatray Dhankude, (iv) Kishore Dattatray Dhankude, and (v) Rahul Dattatray Dhankude (therein referred to as Vendors) of the One Part and Shangrila Garden CHSL through (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.

viii) Unregistered Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude, (vi) Shivram Bhanuji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Bhagwan Ramchandra Murkute, (ix) Balkrishna Ramchandra Murkute, (x) Bhanudas Ramchandra Murkute, and (xi) Mauti Dhankude with regard to land comprised in Survey No. 17/2.

ix) Settlement Agreement dated 3rd April, 1991 registered with the Office of Sub Registrar of Assurances executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vitthal Ramchandra Murkute, (v) Madhukar Pandarinath Dhankude and (vi) Maruti Shripati Dhankude for reduction of area of land comprised in Survey No.17/2, 17/3, 17/4 to the extent of 8000 sq.mtrs. or thereabout as stated therein.

x) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantra Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or

thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

- xi) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- xii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- xiii) Declaration dated 30th April, 1993 executed by Vaijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane in favour of Subhash Prabhakar Dhankude in the land bearing Survey No.17/2.
- xiv) Power of Attorney dated 30th August, 1993 executed by Vaijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane in favour of Subhash Prabhakar Dhankude.
- xv) Declaration dated 15th April, 1994 executed by Bhimabai Dhondiba Dhankude thereby according her consent to the aforementioned Sale Deed dated 16th September, 1993 executed by her brother Gyanoba Dhondiba Dhankude and Others in respect of 4 anna share in the land bearing Survey No.17/2.

Land comprised in Survey No. 17/3 and part thereof (Land Parcel-2)

- i) Visar Pavti dated 7th May, 1988 executed by (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare and (iii) Kondibhau Nivrutti Muduk of One Part and (i) Sudam Pandharinath Dhankude, (ii) Namdev Pandharinath Dhankude, (iii) Patil Pandharinath Dhankude, (iv) Gajanan Pandharinath Dhankude, (v) Ashok Pandharinath Dhankude, (vi) Madhukar Pandharinath Dhankude, (vii) Shantabai Pandharinath Dhankude, (viii) Fulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junvane of Other Part for land comprised in Survey No. 17/3 admeasuring

10600 sq. mtrs. or thereabout.

- ii) Agreement to Sale dated 13th October, 1988 executed between (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Madhukar Pandarinath Dhankude, (vii) Shantabai Pandarinath Dhankude, (viii) Phulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junwane (therein referred to as the Vendors) of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantraai Mehta and (iv) Sundar Narayan Pujari (therein referred to as the Purchasers) of Other Part to sell land comprised in Survey No. 17/3 (part) admeasuring 11000 sq.mtrs. or thereabout.
- iii) Power of Attorney dated 13th October, 1988 executed by (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Anandabai Gyaneshwar Junwane, (vii) Madhukar Pandarinath Dhankude and (viii) Shantabai Pandarinath Dhankude in favour of Sundar Narayan Pujari in connection with land comprised in Survey No. 17/3 (part) admeasuring 11000 sq.mtrs. or thereabout.
- iv) Sale Deed dated 30th June, 1994 registered with the Office of Sub Registrar of Assurances under serial no. HVL-4-4265 of 1994 and executed between (i) Sudam Pandarinath Dhankude, (ii) Patil Pandarinath Dhankude, (iii) Gajanan Pandarinath Dhankude, (iv) Ashok Pandarinath Dhankude, (v) Madhukar Pandarinath Dhankude, (vi) Shantabai Pandarinath Dhankude and (vii) Mandabai Namdev Dhankude for self and as natural guardian of her minor daughters Meena Namdev Dhankude, Megha Namdev Dhankude, Seema Namdev Dhankude and Nita Namdev Dhankude (therein referred to as Vendors) of the First Part; Shangrila Garden CHS (Proposed) through Sundar Narayan Pujari, (therein referred to as Purchasers) of the Second Part; and (i) Phulabai Laxman Kokate and (ii) Anandabai Gyaneshwar Junwane (therein referred to as Confirming Party) of the Third Part to sell land comprised in Survey No. 17/3(Part) admeasuring 10000 sq.mtrs. or thereabout.
- v) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantraai Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No.

17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

- vi) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- vii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

Land comprised in Survey No. 17/4 and part thereof (Land Parcel-3)

- i) Visar Pavti dated 7th May, 1988 executed by (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare and (iii) Kondibhau Nivrutti Muduk of One Part and Maruti Shripati Dhankude of Other Part for land comprised in Survey No. 17/4 admeasuring 18000 sq. mtrs. or thereabout.
- ii) By and under an Agreement to Sale dated 28th October, 1988 executed between (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude (therein referred to as the Vendors) of One Part and (i) Bansilal, (ii) Bharat, (iii) Ashokkumar and (iv) Sundar (therein referred to as the Purchasers) of Other Part, for land comprised in Survey No. 17/4 admeasuring 18000 sq.mtrs. or thereabout.
- iii) By and under a Power of Attorney dated 28th October, 1988 executed by (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude in favour of Sundar Narayan Pujari, Maruti and Gulab nominated, constituted and appointed Sundar Narayan Pujari Narayan Pujari to be their true and lawful attorney and to do, execute and perform all or any of the acts, deeds, matters and things and to exercise all or any of the powers conferred therein inter alia in respect of the respect of the Survey No. 17/4.

- iv) Sale Deed dated 26th August, 1993 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-4037 of 1993 and executed between Maruti Shripati Dhankude and Gulab Maruti Dhankude (therein referred to as Vendors) of the One Part and (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari, (iv) Praveen V. Kumar and (v) Anand Angada Pujari, all in their capacity of Chief Promoters of Shangrila Garden CHSL (Proposed) (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/4(Part) admeasuring 12900 sq.mtrs. or thereabout.
- v) Unregistered Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude (vi) Shivram Bhanuji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Vitthal Ramchandra Murkute, (ix) Bhagwan Ramchandra Murkute, (x) Balkrishna Ramchandra Murkute, (xi) Bhanudas Ramchandra Murkute, (xii) Maruti Shripati Dhankude with regard to land comprised in Survey No. 17/4.
- vi) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantra Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- vii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- viii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Chande of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

Land comprised in Survey No. 17/2(Part), 17/3(Part) and 17/4 (Part)

- i) By and under a Declaration dated 25th November, 2002 registered with the Office of Sub-Registrar of Assurances under serial no. HVL-4-9962 of 2002 executed by (i) Vijaya Kantilal Changede, (ii) Bharat Kantilal Changede and (iii) Ashokkumar Anantrai Mehta (therein referred to as Declarants) in favour of Sundar Narayan Pujari in respect of Survey No. 17/2 (Part), 17/3(Part) and 17/4(Part).
- ii) Deed of Easement dated 26th September, 2003 registered with the Office of Sub- Registrar of Assurances under Serial No. HVL-15-3585-2003 executed between Shangrila Garden CHSL represented through its secretary Ashokkumar Anantrai Mehta and Committee members (i) Anand Narayan Pujari (ii) Nitin Digambar Puranik (therein referred to as Grantors) of One Part and (i) Sundar Narayan Pujari and (ii) Madhav Narayan Pujari (therein referred to as Grantees) of Other Part for access to the Pujari land as per layout plan sanction.
- iii) By and under a Declaration dated 13th October, 2003 registered with the Office of Sub-Registrar of Assurances under Serial No. HVL-15-3583 of 2003 executed by Shangrila Garden CHSL through its Secretary Ashokkumar and two committee members viz Anand Angara Pujari and Nitin Digambar Puranik (therein referred to as Party No. 1 of One Part) and Sundar Narayan Pujari (therein referred to as Party No. 2 of Other Part in respect of Survey No. 17/2 (Part), 17/3(Part) and 17/4(Part).
- iv) Power of Attorney dated 13th October, 2003 registered with the Office of Sub-Registrar of Assurances under Serial No. HVL-15-3584-2003 executed by Shangrila Garden CHSL represented through its Secretary Ashokkumar Anantrai Mehta and committee members (i) Anand Narayan Pujari and (ii) Nitin Digambar Puranik (therein referred to as Executants) in favour of Sundar Narayan Pujari
- v) Bye laws of Shangrila Garden Co-operative Housing Society Limited.
- vi) Certificate of Registration of Shangrila Garden Co-operative Housing Society Limited bearing Reg. No. PNA/PNA-1/II&G/TC/653/1994-95 dated 19/04/1994 issued by Deputy Registrar Co-operative

Societies, Pune City, Rule 24 of Maharashtra Co-operative Societies Rules, 1961 and Section 9(1) of Maharashtra Co-operative Societies Rules, 1960 and classified as Tenant Co-Ownership Co-operative Society Rule 10(1) of Maharashtra Co-operative Societies Rules, 1961 and Section 12(1) of Maharashtra Co-operative Societies Rules, 1960.

- vii) Development Agreement dated 27/04/2024 executed and registered under Sr. No. HVL22-9346-2024 between Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as "**Owner Society**" of the First Part and Sunder Narayan Pujari therein referred to as "**said Sunder**" of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") and Goel Ganga Ventures India Private Limited through its authorised signatories (i) Anuj Umesh Goel, (ii) Macrotech Developers Limited therein referred to as "**Developer**" of the Fourth Part for grant of irrevocable and complete rights to develop the said Property by utilising and consuming the whole of the Development potential of the said Property for the construction and development of the Project thereon in terms thereof.
- viii) Power of Attorney dated 27/04/2024 executed and registered under Sr. No. HVL22-9348-2024 by Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as "**Owner Society**" of the First Part and Sunder Narayan Pujari therein referred to as "**said Sunder**" of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") being also referred as the said Owner Society "**Executant-1**", the said Sunder "**Executant-2**" and the said Existing Members "**Executant-3**" in favour of Goel Ganga Ventures India Private Limited ("**Developer**") to carry out development of the said Property, pursuant to the Development Agreement dated 27/04/2024.
- ix) Share Purchase Agreement dated 03/01/2024 executed by and between Macrotech Developers

Limited (Purchaser) and Mr. Ankit Umesh Goel (Seller-1) and Mrs. Manisha Annuj Goel (Seller-2), for shareholding of Goel Ganga Ventures India Private Limited.

- x) Share Purchase Agreement dated 04/01/2024 executed by and between Macrotech Developers Limited (Purchaser) and Mr. Ankit Umesh Goel (Seller-1) and Mrs. Manisha Annuj Goel (Seller-2), for shareholding of Goel Ganga Ventures India Private Limited.

related to the acquirement of development rights in the said Property.

**4) 7/12 Extract /
Property Card**

- i) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of Shangrila Garden CHSL as the Land Holders of the Property bearing Survey No. 17/2A/1 to 17/2A/70 in Village Baner and detailed analysis mentioned in Clause No. XI Sub Clause No. 48 of Flow of Title.
- ii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of Shangrila Garden CHSL and Open Space as the Land Holders of the Property bearing Survey No. 17/2/3/4 (Part) Plot No. 71 in Village Baner.
- iii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of Shangrila Garden CHSL and Ameinity Space as the Land Holders of the Property bearing Survey No. 17/2/3/4 (Part) Plot No. 72 in Village Baner.
- iv) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of Shangrila Garden CHSL and Internal Roads as the Land Holders of the Property bearing Survey No. 17/2/3/4 (Part) Plot No. 73 in Village Baner.
- v) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of Shangrila Garden CHSL, R. P. Road and Sanmit Anand Pujari, Sundar Narayan Pujari, Madhav Narayan Pujari and Shailashi Anand Pujari as the Land Holders of the Property bearing Survey No. 17/2/3/4 (Part) Plot No. 74 in Village Baner.

5) **Search Report for 50 years from 1961 to 2021 (60 years)**

Land / Property Search Report dated 15th September, 2022 and 30th June 2023 issued by Simply Cersai, in respect of Search of Land Record in the Office of Sub-Registrar of Assurances for the period 1972 to 2023 (50 years) of the said Property and same has been dealt in details as hereunder.

Further Online Search of Land Record of the said Property taken on Online Portal of IGR Website by me for the year 2002 to 2024.

I have also taken search on Portal of Ministry of Corporate Affairs (ROC Website) with regard to the index of charges in respect of Goel Ganga Ventures India Private Limited related to the said Property. I note that there are so far no mortgages/charges created by Goel Ganga Ventures India Private Limited in respect of the said Property.

CERSAI Search Report dated 01st July 2023 issued by Simply Cersai on the Portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) for pending charges in respect of portion of the said Property and Shangrila Garden CHSL.

Litigation Search Report dated 05th September 2022 issued by Karza Technologies against Shangrila Garden CHSL.

Litigation Search Report dated 01st July 2023 issued by Cubictree Technologies Private Limited against Shangrila Garden CHSL.

6) On the basis of Title documents and Revenue Records viz. 7/12 extracts (Record of Rights) and Mutation Entries of all that said Property, I am of the opinion that

(I) Shangrila Garden Co-operative Housing Society Limited is well and sufficiently entitled to the said Property as Owner thereof, and Ownership of the said Society is subject to;

- (a) the leasehold rights and the possessory rights of the Members of the said Society to their respective plots ;
- (b) the right of said Sundar Narayan Pujari to avail Transferable Development rights in respect of the portion of the said Property, which is affected by 18 meters D. P. Road, as per the Development Control Rules of Pune Municipal Corporation for his own use and benefit;
- (c) the easementary right of way through the D. P. Road, as shown in the sanctioned layout plan, vide No. DPO/7769/C/523 dated 10th November, 2011 of the said Property have been granted to and in favour of Sundar Narayan Pujari for the purpose of ingress and egress through the said Property for the beneficial enjoyment of the balance portion of Survey No. 17/2 being land/area admeasuring 4,150 square metres owned by Sundar Narayan Pujari, in terms of the Deed of Easement dated 26th September, 2003 registered with the Office of Sub- Registrar of Assurances under Serial No. HVL-15-3585 read with Gift Deed dated 15th April, 2011 registered with the Office of Sub-Registrar of Assurances under Serial No. 3092 of 2011 and

- 7) On perusal of the above mentioned Title documents, Revenue Records, Search Reports and all other ancillary relevant documents relating to title of the said Property, and in view of what is all set out in Flow of Title being Annexure-A hereto based on findings stated therein and relying on information and representations, I am of further opinion that, save and except as agreed under said Development Agreement dated 27/04/2024 respective entitlements of Owners Society, Sunder Narayan Pujari and Existing Members in the Project on the said Property, title of the Goel Ganga Ventures India Private Limited acting through its authorised signatories (i) Annuj Umesh Goel and (ii) Macrotech Developers Limited being the Promoter/Developer, is well and sufficiently entitled to irrevocable and complete development rights to develop the said Property by utilising and consuming the whole of the Development Potential (in present and / or future) for the construction and development thereof, at the sole discretion of the Developer, and further the Developer shall be entitled to have and retain the remaining flats/premises/units comprising the Project on the said Property more particularly described in First Schedule thereunder written i.e. Developer's Entitlement and sell, lease, licence or otherwise dispose of the Premises comprising such Developer's Entitlement in the manner provided in said registered Development Agreement dated 27/04/2024 under Sr. No. HVL22-9346-2024 between Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members (Owner Society) and Sunder Narayan Pujari (Sunder) and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society (Existing Members) and Goel Ganga Ventures India Private Limited through its authorised signatories (i) Annuj Umesh Goel, (ii) Macrotech Developers Limited (Developer) subject to pending Litigation.

Owners of the said Property

- 1) the Owners of the said Property comprising in Survey No. 17/2A/1 to 17/2A/70 in Village Baner, Taluka Haveli, Dist. Pune, is notified as Shangrila Garden CHSL.
- 2) the Owners of the said Property comprising in Survey No. 17/2/3/4(Part) Plot No. 71 admeasuring 3283.50 Sq.mtrs. or thereabout, in Village Baner, Taluka Haveli, Dist. Pune, is notified as Shangrila Garden CHSL (Open Space).
- 3) the Owners of the said Property comprising in Survey No. 17/2/3/4(Part) Plot No. 72 admeasuring 4926 Sq. mtrs. or thereabout, in Village Baner, Taluka Haveli, Dist. Pune, is notified as Shangrila Garden CHSL (Amenity Space).
- 4) the Owners of the said Property comprising in Survey No. 17/2/3/4(Part) Plot No. 73 admeasuring 3752.41 Sq. mtrs. or thereabout, in Village Baner, Taluka Haveli, Dist. Pune, is notified as Shangrila Garden CHSL (Internal Road).
- 5) the Owners of the said Property comprising in Survey No. 17/2/3/4(Part) Plot No. 74 admeasuring 4926 Sq. mtrs. or thereabout, in Village Baner, Taluka Haveli, Dist. Pune, is notified as Shangrila Garden CHSL (Amenity Space).
- 5) Since verifying pending litigation in respect of the said Property become difficulty due to various reasons including (i) litigation can be filed /instituted in various fora depending upon the relief claimed and/or (ii) records of litigation maintained by the courts and other authorities judicial or otherwise are not updated nor maintained descriptively and no easily available /accessible and/or (iii) there are no registers maintained in respect of matters referred to Arbitration, I have not conducted any



searches before any court of law or before any other authority (Judicial or otherwise) to verify whether the property is subject matter of any litigations and have relied on the representations of the client/Company and same detailed in my Legal Title Report annexed hereto.

- 6) Qualifying comments/remarks : Pending Litigation as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and This Legal Title Report be read and construed in conjunction with **Annexure-A**, which forming part of this Title Report.

The report reflecting the flow of the title of Goel Ganga Ventures India Private Limited as the Promoter/Developer to the said Project Property and with complete development rights thereof is separately enclosed and annexed as **Annexure-"A"**.

Dated this 28th day of June, 2024.



(Pradip Garach)
Advocate High Court, Bombay

Encl.: Annexure "A" –Flow of Title

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FORMAT-A

Circular No. (28/2021)

Annexure-A

FLOW OF THE TITLE OF THE SAID PROPERTY

Sub.: Title Clearance Certificate with respect to All that piece or parcel of land or ground bearing Old Survey No. 17/2 (part) admeasuring 12,450 square metres or thereabout ("Land Parcel 1"), Old Survey No. 17/3 (part) admeasuring 10,000 square metres or thereabout ("Land Parcel 2") and Survey No. 17/4 (part) admeasuring 12,900 square metres or thereabout ("Land Parcel 3") aggregating in all 35350 sq.mtrs. or thereabout and now bearing New Survey Nos. 17/2A/1 to 17/2A/70, New Survey No. 17/2+3+4 (part)-Plot No. 71, New Survey No. 17/2+3+4 (part)-Plot No. 72, Survey No. 17/2+3+4 (part)-Plot No. 73 and Survey No. 17/2+3+4 (part)-Plot No. 74 situate, lying and being in Village Baner, Taluka Haveli, District Pune ("the said Property"), being developed by Project name "Pune Baner Project - Tower 4 & 5".

- 1) On the instruction of my Client, Macrotech Developers Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001, I have investigated and prepared this Opinion on Title of the said Property inter alia on the basis and relying upon the perusal of photocopies of
- (i) the certain documents of title and papers as furnished to me,
 - (ii) Revenue Records viz. 7/12 Extracts (Record of Rights) and Mutation Entries mentioned thereon,
 - (iii) Search Report dated 15th September, 2022 and 30th June, 2023 issued by Simply Cersai, in respect of the Land Record searches conducted in the office of the Sub-Registrar of Assurances for the period of 1972 to 2023 in respect of the said Property,
 - (iv) Land Record Search taken on Online Portal of IGR Website by me through Company for the year 2002 to 2024,
 - (v) Certificate of Registration of Shangrila Garden Co-operative Housing Society Limited bearing Reg. No. PNA/PNA-4/HSG/TC/653/1994-95, dated 19/04/1994 issued by Deputy Registrar Co-operative Societies, Pune City, Rule 24 of Maharashtra Co-operative Societies Rules, 1961 and Section 9(1) of Maharashtra Co-operative Societies Rules, 1960 and classified as Tenant Co-Ownership Co-operative Society Rule 10(1) of Maharashtra Co-operative Societies Rules, 1961 and Section 12(1) of Maharashtra Co-operative Societies Rules, 1960
 - (vi) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Reports dated 01st July, 2023 issued by Simply CERSAI in respect of the said Property,
 - (vii) CERSAI Reports dated 16th September, 2022 and 01st July, 2023 issued by Simply CERSAI in respect of Shangrila Garden Co-operative Housing Society Limited ("**Shangrila Garden CHSL**");
 - (viii) Litigation Search Report dated 05th September, 2022 issued by Karza Technologies Private Limited and Litigation Search Report dated 30th June, 2023 issued by CubicTree Technologies Private Limited in respect of Shangrila Garden CHSL

- (ix) Representation, Information and Explanation in connection therewith, I have to state as follows:

I) The documents in relation to the ownership and development of the said Property:

I have perused following documents of title in respect of the said Property.

(A) Documents pertaining to Land comprised in Survey No. 17/2 and Part thereof (Land Parcel-1)

- (i) 7/12 Extract in respect of land comprised in Survey No. 17/2 and Part thereof (Land Parcel-1).
- (ii) Gift Deed dated 13th July, 1983 executed and registered with the Office of Sub Registrar of Assurances Haveli-2 under serial no. HVL2-8470 of 1983 between Sitabai Tukaram Dhankude (Donor) and (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Vitthal Ramchandra Murkute, (iv) Balkrishna Ramchandra Murkute and (v) Bhanudas Ramchandra Murkute (Donees) for land comprised in Survey No. 17/2 admeasuring 18500 sq.mtrs. or thereabout.
- (iii) Agreement to Sale dated 13th October, 1988 executed between (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Suryakant Dhondiba Dhankude, (iv) Shivrulal Dhondiba Dhankude, (v) Nivrutti Dhondiba Dhankude, (vi) Vilas Prabhakar Dhankude, (vii) Hirabai Prabhakar Dhankude, (viii) Shivram Bhanuji Dhankude, (ix) Vajjayanti Hanumant Kalbhor, (x) Aruna Dinkar Bhoyane, (xi) Yashwant Ramchandra Murkute, (xii) Bhagwan Ramchandra Murkute, (xiii) Balkrishna Ramchandra Murkute, (xiv) Bhanudas Ramchandra Murkute, (xv) Vithu Nagu Dhankude, (xvi) Gyanoba Dhondiba Dhankude and (xvii) Subhash Prabhakar Dhankude (therein referred to as the Vendors) of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sundar Narayan Pujari (therein referred to as the Purchasers) of Other Part to sell land comprised in Survey No. 17/2 admeasuring 18500 sq.mtrs. or thereabout.
- (iv) Power of Attorney dated 13th October, 1988 executed by (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Suryakant Dhondiba Dhankude, (v) Shivrulal Dhondiba Dhankude, (vi) Nivrutti Dhondiba Dhankude, (vii) Vilas Prabhakar Dhankude, (viii) Hirabai Prabhakar Dhankude, (ix) Shivram Bhanuji Dhankude, (x) Vajjayanti Hanumant Kalbhor, (xi) Aruna Dinkar Bhoyane, (xii) Yashwant Ramchandra Murkute, (xiii) Bhagwan Ramchandra Murkute, (xiv) Balkrishna Ramchandra Murkute, (xv) Bhanudas Ramchandra Murkute, (xvi) Vithu Nagu Dhankude, (xvii) Gyanoba Dhondiba Dhankude and (xviii) Subhash Prabhakar Dhankude in favour of Sundar Narayan Pujari in connection with land comprised in Survey No. 17/2 admeasuring 18500 sq.mtrs. or thereabout.
- (v) Sale Deed dated 26th August, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4036 of 1993 and executed between (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Balkrishna Ramchandra Murkute, (iv) Bhanudas Ramchandra Murkute and (v) Vitthal Ramchandra Murkute (therein referred to as Vendors) of the One Part and Shangrila Garden Co-operative Housing Society (Proposed) through

- (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.
- (vi) Sale Deed dated 3rd September 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL4-4197 of 1993 and executed between (i) Subhash Prabhakar Dhankude, 2) Vilas Prabhakar Dhankude, 3) Hirabai Prabhakar Dhankude, 4) Hanumant Shivram Dhankude, 5) Vijayanti Hanumant Kalbhor and 6) Aruna Dinkar Bhoyane, (therein referred to as Vendors) of the One Part and (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4125 sq.mtrs. or thereabout.
- (vii) Sale Deed dated 16th September, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4417 of 1993 and executed between (i) Gyanoba Dhondiba Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Nivrutti Dhondiba Dhankude, (v) Suryakant Dhondiba Dhankude, (vi) Shirlal Dhondiba Dhankude, (vii) Tanhabai Sitaram Gole, (viii) Ranabai Sadashiv Palande and (ix) Chnadrabhaga Mahipati Gayke (therein referred to as Vendors) of the One Part and Shangrila Garden Co-operative Housing Society (Proposed) through (i) Sundar Narayan Pujari, (ii) Ashok Anantra Mehta, (iii) Bharat Kantilal Chagede, (iv) Bansilal Karamal Gandhi and (v) Anil B. Ghaisas (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.
- (viii) Sale Deed dated 17th February, 1994 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-1216 of 1994 and executed between (i) Vithu Nagu Dhankude, (ii) Dattatray Vithu Dhankude (Power of Attorney holder of Vithu), (iii) Sachin Dattatray Dhankude, (iv) Kishore Dattatray Dhankude, and (v) Rahul Dattatray Dhankude (therein referred to as Vendors) of the One Part and Shangrila Garden CHSL through (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/2(Part) admeasuring 4150 sq.mtrs. or thereabout.
- (ix) By and under a Power of Attorney dated 15th February, 1994 executed by Vithu in favour of Dattatray Vithu Dhankude, Vithu nominated, constituted and appointed Dattatray to be his true and lawful attorney and to do, execute and perform all or any of the acts, deeds, matters and things and to exercise all or any of the powers conferred therein inter alia in respect of the respect of the Survey No. 17/2 (part) admeasuring 4,150 sq.mtrs. or thereabout.
- (x) Unregistered Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude, (vi) Shivram Bhanuji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Bhagwan Ramchandra Murkute, (ix) Balkrishna Ramchandra Murkute, (x) Bhanudas Ramchandra Murkute, and (xi) Mauti Dhankude with regard to land comprised in Survey No. 17/2.
- (xi) Settlement Agreement dated 3rd April, 1991 registered with the Office of Sub Registrar of Assurances executed between (i) Vithu Nagu Dhankude, (ii)

Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vitthal Ramchandra Murkute, (v) Madhukar Pandarinath Dhankude and (vi) Maruti Shripati Dhankude for reduction of area of land comprised in Survey No.17/2, 17/3, 17/4 to the extent of 8000 sq.mtrs. or thereabout as stated therein.

- (xii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (xiii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (xiv) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Chhangde of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/2(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (xv) Declaration dated 30th April, 1993 executed by Vijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane in favour of Subhash Prabhakar Dhankude in the land bearing Survey No.17/2.
- (xvi) Power of Attorney dated 30th August, 1993 executed by Vijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane in favour of Subhash Prabhakar Dhankude.
- (xvii) Declaration dated 15th April, 1994 executed by Bhimabai Dhondiba Dhankude thereby according her consent to the aforementioned Sale Deed dated 16th September, 1993 executed by her brother Gyanoba Dhondiba Dhankude and Others in respect of 4 anna share in the land bearing Survey No.17/2.

(B) Documents pertaining to Land comprised in Survey No. 17/3 and Part thereof (Land Parcel-2)

- (i) 7/12 Extract in respect of land comprised in Survey No. 17/3 and Part thereof (Land Parcel-2).
- (ii) Visar Pavti dated 7th May, 1988 executed by and between (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare and (iii) Kondibhau Nivrutti Muduk of One Part and (i) Sudam Pandharinath Dhankude, (ii) Namdev Pandharinath Dhankude, (iii) Patil Pandharinath Dhankude, (iv) Gajanan Pandharinath Dhankude, (v) Ashok Pandharinath Dhankude, (vi) Madhukar Pandharinath Dhankude, (vii) Shantabai Pandharinath Dhankude, (viii) Fulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junvane of Other Part for land comprised in Survey No. 17/3 admeasuring 10600 sq. mtrs. or thereabout.

- (iii) Agreement to Sale dated 13th October, 1988 executed between (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Madhukar Pandarinath Dhankude, (vii) Shantabai Pandarinath Dhankude, (viii) Phulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junwane (therein referred to as the Vendors) of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Changede, (iii) Ashokkumar Anantrai Mehta and (iv) Sundar Narayan Pujari (therein referred to as the Purchasers) of Other Part to sell land comprised in Survey No. 17/3 (part) admeasuring 11000 sq.mtrs. or thereabout.
- (iv) Power of Attorney dated 13th October, 1988 executed by (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Anandabai Gyaneshwar Junwane, (vii) Madhukar Pandarinath Dhankude and (viii) Shantabai Pandarinath Dhankude in favour of Sundar Narayan Pujari in connection with land comprised in Survey No. 17/3 (part) admeasuring 11000 sq.mtrs. or thereabout.
- (v) Sale Deed dated 30th June, 1994 registered with the Office of Sub Registrar of Assurances under serial no. HVL-4-4265 of 1994 and executed between (i) Sudam Pandarinath Dhankude, (ii) Patil Pandarinath Dhankude, (iii) Gajanan Pandarinath Dhankude, (iv) Ashok Pandarinath Dhankude, (v) Madhukar Pandarinath Dhankude, (vi) Shantabai Pandarinath Dhankude and (vii) Mandabai Namdev Dhankude for self and as natural guardian of her minor daughters Meena Namdev Dhankude, Megha Namdev Dhankude, Seema Namdev Dhankude and Nita Namdev Dhankude (therein referred to as Vendors) of the First Part; Shangrila Garden CHS (Proposed) through Sundar Narayan Pujari, (therein referred to as Purchasers) of the Second Part; and (i) Phulabai Laxman Kokate and (ii) Anandabai Gyaneshwar Junwane (therein referred to as Confirming Parties) of the Third Part to sell land comprised in Survey No. 17/3(Part) admeasuring 10000 sq.mtrs. or thereabout.
- (vi) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (vii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (viii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/3(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

(C) Documents pertaining to Land comprised in Survey No. 17/4 and Part thereof (Land Parcel-3)

- (i) 7/12 Extract in respect of land comprised in Survey No. 17/4 and Part thereof (Land Parcel-3).
- (ii) Visar Pavti dated 7th May, 1988 executed by (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare and (iii) Kondibhau Nivrutti Muduk of One Part and Maruti Shripati Dhankude of Other Part for land comprised in Survey No. 17/4 admeasuring 18000 sq. mtrs. or thereabout.
- (iii) By and under an Agreement to Sale dated 28th October, 1988 executed between (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude (therein referred to as the Vendors) of One Part and (i) Bansilal, (ii) Bharat, (iii) Ashokkumar and (iv) Sundar (therein referred to as the Purchasers) of Other Part, for land comprised in Survey No. 17/4 admeasuring 18000 sq.mtrs. or thereabout.
- (iv) By and under a Power of Attorney dated 28th October, 1988 executed by (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude in favour of Sundar Narayan Pujari, Maruti and Gulab nominated, constituted and appointed Sundar Narayan Pujari Narayan Pujari to be their true and lawful attorney and to do, execute and perform all or any of the acts, deeds, matters and things and to exercise all or any of the powers conferred therein inter alia in respect of the respect of the Survey No. 17/4.
- (v) Sale Deed dated 26th August, 1993 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-4037 of 1993 and executed between Maruti Shripati Dhankude and Gulab Maruti Dhankude (therein referred to as Vendors) of the One Part and (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari, (iv) Praveen V. Kumar and (v) Anand Angada Pujari, all in their capacity of Chief Promoters of Shangrila Garden CHSL (Proposed) (therein referred to as Purchasers) of the Other Part to sell land comprised in Survey No. 17/4(Part) admeasuring 12900 sq.mtrs. or thereabout.
- (vi) Unregistered Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude (vi) Shivram Bhanuji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Vitthal Ramchandra Murkute, (ix) Bhagwan Ramchandra Murkute, (x) Balkrishna Ramchandra Murkute, (xi) Bhanudas Ramchandra Murkute, (xii) Maruti Shripati Dhankude with regard to land comprised in Survey No. 17/4.
- (vii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.

- (viii) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (ix) Unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar Narayan Pujari of the Other Part for released 1/4th undivided share right, title and interest of land comprised in Survey No. 17/4(Part) develop plot admeasuring 10625 sq.ft. or thereabout equivalent to admeasuring 987.09 sq.mtrs. or thereabout.
- (D) Documents pertaining to Land comprised in Survey No. 17/2(Part), 17/3(Part) and 17/4 (Part) (i.e. Common Documents)**
- (i) By and under a Declaration dated 25th November, 2002 registered with the Office of Sub-Registrar of Assurances under serial no. HVL-4-9962 of 2002 executed by (i) Vijaya Kantilal Changede, (ii) Bharat Kantilal Changede and (iii) Ashokkumar Anantrai Mehta (therein referred to as Declarants) in favour of Sundar Narayan Pujari in respect of Survey No. 17/2 (Part), 17/3(Part) and 17/4(Part).
- (ii) Deed of Easement dated 26th September, 2003 registered with the Office of Sub- Registrar of Assurances under Serial No. HVL-15-3585-2003 executed between Shangrila Garden CHSL represented through its secretary Ashokkumar Anantrai Mehta and Committee members (i) Anand Narayan Pujari (ii) Nitin Digambar Puranik (therein referred to as Grantors) of One Part and (i) Sundar Narayan Pujari and (ii) Madhav Narayan Pujari (therein referred to as Grantees) of Other Part for access to the Pujari land as per layout plan sanction.
- (iii) By and under a Declaration dated 13th October, 2003 registered with the Office of Sub-Registrar of Assurances under Serial No. HVL-15-3583 of 2003 executed by Shangrila Garden CHSL through its Secretary Ashokkumar and two committee members viz Anand Angara Pujari and Nitin Digambar Puranik (therein referred to as Party No. 1 of One Part) and Sundar Narayan Pujari (therein referred to as Party No. 2 of Other Part in respect of Survey No. 17/2 (Part), 17/3(Part) and 17/4(Part).
- (iv) Power of Attorney dated 13th October, 2003 registered with the Office of Sub-Registrar of Assurances under Serial No. HVL-15-3584-2003 executed by Shangrila Garden CHSL represented through its Secretary Ashokkumar Anantrai Mehta and committee members (i) Anand Narayan Pujari and (ii) Nitin Digambar Puranik (therein referred to as Executants) in favour of Sundar Narayan Pujari.
- (v) Bye laws of Shangrila Garden Co-operative Housing Society Limited.
- (vi) Certificate of Registration of Shangrila Garden Co-operative Housing Society Limited bearing Reg. No. PNA/PNA-4/HSG/TC/653/1994-95 dated 19/04/1994 issued by Deputy Registrar Co-operative Societies, Pune City, Rule 24 of Maharashtra Co-operative Societies Rules, 1961 and Section 9(1) of

Maharashtra Co-operative Societies Rules, 1960 and classified as Tenant Co-Ownership Co-operative Society Rule 10(1) of Maharashtra Co-operative Societies Rules, 1961 and Section 12(1) of Maharashtra Co-operative Societies Rules, 1960.

- (vii) Development Agreement dated 27/04/2024 executed and registered under Sr. No. HVL22-9346-2024 between Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as "**Owner Society**" of the First Part and Sunder Narayan Pujari therein referred to as "**said Sunder**" of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") and Goel Ganga Ventures India Private Limited through its authorised signatories (i) Anuj Umesh Goel, (ii) Macrotech Developers Limited therein referred to as "**Developer**" of the Fourth Part for grant of irrevocable and complete rights to develop the said Property by utilising and consuming the whole of the Development potential of the said Property for the construction and development of the Project thereon in terms thereof.
- (viii) Power of Attorney dated 27/04/2024 executed and registered under Sr. No. HVL22-9348-2024 by Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as "**Owner Society**" of the First Part and Sunder Narayan Pujari therein referred to as "**said Sunder**" of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") being also referred as the said Owner Society "**Executant-1**", the said Sunder "**Executant-2**" and the said Existing Members "**Executant-3**" in favour of Goel Ganga Ventures India Private Limited ("**Developer**") to carry out development of the said Property, pursuant to the Development Agreement dated 27/04/2024.
- (ix) Share Purchase Agreement dated 03/01/2024 executed by and between Macrotech Developers Limited (Purchaser) and Mr. Ankit Umesh Goel (Seller-1) and Mrs. Manisha Annuj Goel (Seller-2), for shareholding of Goel Ganga Ventures India Private Limited.
- (x) Share Purchase Agreement dated 04/01/2024 executed by and between Macrotech Developers Limited (Purchaser) and Mr. Ankit Umesh Goel (Seller-1) and Mrs. Manisha Annuj Goel (Seller-2), for shareholding of Goel Ganga Ventures India Private Limited.
- (xi) Land / Property Search Report dated 15th September, 2022 and 30th June, 2023 issued by Simply Cersai, in respect of Search of Land Record in the Office of Sub-Registrar of Assurances for the period 1972 to 2023 (50 years) of the said Property.
- (xii) Further Land Record Search taken on Online Portal of IGR Website by the Company through its' department for the year 2002 to 2024

- (xiii) I have also taken search on Portal of Ministry of Corporate Affairs (ROC Website) with regard to the index of charges in respect of Goel Ganga Ventures India Private Limited related to the said Property. I note that there are so far no charges created by Goel Ganga Ventures India Private Limited in respect of the said Property.
- (xiv) CERSAI Search Report dated 01st July 2023 issued by Simply Cersai on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the said Property. On perusal thereof, I note that, no charges have been found in respect of the said Property.
- (xv) CERSAI Search Report dated 01st July 2023 issued by Simply Cersai on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of Shangrila Garden CHSL. On perusal thereof, I note that, no charges have been found in respect of Shangrila Garden CHSL.
- (xvi) Litigation Search Report dated 5th September, 2022 issued by Karza Technologies Private Limited in relation to pending suits filed by or against Shangrila Garden CHSL before various Courts in India.
- (xvii) Litigation Search Report dated 1st July, 2023 issued by Cubictrees Technologies Private Limited in relation to pending suits filed by or against Shangrila Garden CHSL before various Courts in India.
- (xviii) Opinion on Title bearing Ref. No. DV15000/23-24 dated 18th August, 2023 issued by Dhaval Vussonji & Associates, Advocate & Solicitors for the said Property.
- (xix) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc. thereof.

II) Flow of Title of the said Property

A) Land Parcel 1 - Survey No. 17/2 admeasuring 12,450 square metres or thereabout lying and being at Village Baner, Taluka Haveli, District Pune ("Survey No. 17/2 (part)")

(i) Mutation Entries are related to Land Parcel-1

1. On perusal of Mutation Entry No. 745 dated 20th December, 1941 it appears that, one Tukaram Babaji Dhankude, one of the co-owners of Survey No.17/2, died on 14th February, 1941 leaving behind him (i) Genu Tukaram Dhankude (minor), a minor through natural guardian Sitabai Tukaram Dhankude as his only legal heirs and next of kin. Accordingly names of the said Legal heirs were mutated in the Land Holder's column of the 7/12 extract of Survey No. 17/2.
2. On perusal of Mutation Entry No. 1449 dated 24th March, 1965, it appears that one Bhaguji Babaji Dhankude, one of the Co-owners of Survey No. 17/2, died in the year 1960 or thereabout, leaving behind him two sons, viz. Prabhakar Bhaguji Dhankude and Shivram Bhaguji Dhankude and two married daughters (1) Chichabai

Pandharinath Murkute and (2) Kalabai Bajirao Nanekar. Accordingly, the name of Prabhakar, being a Karta and Manager of Joint Hindu Family, was mutated inter alia in the Record of Rights of the Survey No. 17/2. However, the names of two daughters of Bhaguji, viz. said Chichabai and Kalabai and another son viz. Shivram were not mutated in the Record of Rights.

3. On perusal of Mutation Entry No. 1576 dated 15th July 1970 it appears that, in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra. Accordingly, new system of measurement effected in respect of land in the Revenue Records and the area shown in acres and gunthas in Village Baner has been replaced by Hectares and Ares.
4. I have not been furnished with a copy of Mutation Entry No. 1581 and hence I am unable to ascertain its contents. However, I have been informed that one Dhondiba Sakham Dhankude had availed financial assistance from the Bank of Baroda, Karve Road branch and, accordingly, the encumbrances thereof was recorded in the Record of Rights, vide Mutation Entry No.1581.
5. I have not been furnished with an incomplete copy of Mutation Entry No. 1681 dated 1st November, 1972. Hence I am unable to ascertain its contents. However, I have been informed that Genu Tukaram Dhankude died on 10th January, 1971 leaving behind him his mother Sitabai Tukaram Dhankude, as his only legal heir. Accordingly, the name of said Sitabai Tukaram Dhankude was mutated in the Record of Rights, inter alia, of the Survey No.17/2, vide Mutation Entry No.1681.
6. The 7/12 Extract furnished to us does not have a reference therein/thereon of Mutation Entry No. 1722. However, I have been furnished with a copy of the said Mutation Entry No. 1722 dated 15th August, 1973. On perusal thereof, it appears that, Dhondiba Sakham Dhankude, one of the co-owners of Survey No.17/2 (Part), died on 12th March, 1973 leaving behind him (i) Gyanoba Dhondiba Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Suryakant Dhondiba Dhankude, (v) Shivalal Dhondiba Dhankude, (vi) Aananda Dhondiba Dhankude, (vii) Nivrutti Dhondiba Dhankude, (viii) Bhimabai Dhondiba Dhankude, (ix) Chandrabai Dhondiba Dhankude, (x) Baydabai Dhondiba Dhankude, (xi) Ranibai Dhondiba Dhankude, (xii) Tanubai Sitaram Gole, (xiii) Mamtabai Dhondiba Dhankude and (xiv) Parvatibai Dhondiba Dhankude as his only legal heirs and next of kin. Gyanoba was the Karta of the HUF and therefore his name was recorded in the holder's column of the 7/12 extracts of Survey No. 17/2 (Part). Save and except for the name of Gyanoba, I do not see the names of any other legal heirs on the then 7/12 Extract of Survey No. 17/2 (Part).
7. On perusal of Mutation Entry No. 2349 dated 24th February, 1984 it appears that, pursuant to the letter dated 03rd June, 1970 bearing reference no. BRFC/18/2334 of Bank of Baroda, Dhondiba Sakham Dhankude had availed a loan of Rs.2,450 and Rs.1,500 for electric equipment for digging purposes and on the repayment of the charge on 22nd June, 1983, the charge on the name of BOD in the Other Rights Column of the 7/12 extracts of Survey No. 17/2 stood deleted.
8. On perusal of Mutation Entry No. 3057 dated 16th October, 1986, it appears that, Prabhakar Bhaguji Dhankude died on 26th July, 1971 leaving behind him (i) Subhash Prabhakar Dhankude, (ii) Vilas Prabhakar Dhankude, (iii) Vijayanti Hanumant Kalbhor, (iv) Aruna Dinkar Bhoyane, (v) Hirabai Prabhakar Dhankude, (vi) Shivram Bhanuji

Dhankude and accordingly on the basis of the application the names of Subhash, Vilas, Hirabai and Shivram were recorded in the holders column of the 7/12 extract of Survey No. 17/2 (Part).

9. On perusal of Mutation Entry No. 3712 dated 29th June, 1988, it appears that in pursuance of the Gift Deed dated 13th July, 1983 registered with the Office of Sub Registrar of Assurances, Haveli-2 under serial no. HVL2-8470 of 1983 executed by Sitabai in favour of (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Vitthal Ramchandra Murkute, (iv) Balkrishna Ramchandra Murkute and (v) Bhanudas Ramchandra Murkute, Survey No. 17/2 (Part) was transferred in 4 parts to Yashwant and others. I have not been furnished with a copy of the said Gift Deed. I also do not see names of the Donee recorded on the then 7/12 Extract of Survey No. 17/2 (Part).
 10. On perusal of Mutation Entry No. 3916 dated 08th October, 1988, it appears that, Ramdas and Gyanoba Dhondiba Dhankude had availed a loan from Punjab National Bank of Rs.35,125/- and accordingly an encumbrance in the name of Punjab National Bank was recorded in the Other Rights Column of 7/12 extracts of Survey No. 17/2.
 11. The 7/12 Extract of Survey No. 17/2 records/refers therein to Mutation Entry No. 4318, however I have not been furnished with a copy of the same and hence I am unable to ascertain the contents thereof.
 12. On perusal of Mutation Entry No. 4319 dated 31st March, 1989, it appears that, Shivram died on 19th March, 1989 leaving behind him Hanumant Shivram Dhankude as his only legal heir and next of kin and accordingly Hanumant's name was recorded in the holder's column of 7/12 extract of Survey No. 17/2 (part).
 13. On perusal of the 7/12 Extract of Survey No. 17/2 I note that there is a reference therein/thereon of Mutation Entry No. 6390, however I have been furnished with a copy of the same and on perusal thereof we note that the same does not pertain to 17/2.
- (ii) Transaction Documents inter se between Land Holders, Bansilal Karamal Gandhi and others and Shangrila Co-Operative Housing Society Limited and Sunder Narayan Pujari**
14. It appears that by and under an Agreement to Sale dated 13th October, 1988 executed between (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Suryakant Dhondiba Dhankude, (iv) Shivalal Dhondiba Dhankude, (v) Nivrutti Dhondiba Dhankude, (vi) Vilas Prabhakar Dhankude, (vii) Hirabai Prabhakar Dhankude, (viii) Shivram Bhanuji Dhankude, (ix) Vaijayanti Hanumant Kalbhor, (x) Aruna Dinkar Bhoyane, (xi) Yashwant Ramchandra Murkute, (xii) Bhagwan Ramchandra Murkute, (xiii) Balkrishna Ramchandra Murkute, (xiv) Bhanudas Ramchandra Murkute, (xv) Vithu Nagu Dhankude, (xvi) Gyanoba Dhondiba Dhankude and (xvii) Subhash Prabhakar Dhankude, (therein referred to as the Vendors) of One Part and (i) Bansilal Karamal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sunder Narayan Pujari (therein referred to as the Purchasers) of Other Part, where under Vendors agreed to sell Survey No. 17/2 (Part) admeasuring 18500 sq.mtrs. or thereabout unto the Purchasers, at and for a consideration and on the terms and conditions mentioned therein. I have not been furnished with a copy of the said Agreement to Sale dated 13th October, 1988.
 15. By and under a Power of Attorney dated 13th October, 1988 executed by (i) Sitabai Tukaram Dhankude, (ii) Balkrishna Dhondiba Dhankude, (iii) Suryakant Dhondiba

- Dhankude, (iv) Shivilal Dhondiba Dhankude, (v) Nivrutti Dhondiba Dhankude, (vi) Vilas Prabhakar Dhankude, (vii) Hirabai Prabhakar Dhankude, (viii) Shivram Bhanuji Dhankude, (ix) Vijayanti Hanumant Kalbhor, (x) Aruna Dinkar Bhoyane, (xi) Yashwant Ramchandra Murkute, (xii) Bhagwan Ramchandra Murkute, (xiii) Balkrishna Ramchandra Murkute, (xiv) Bhanudas Ramchandra Murkute, (xv) Vithu Nagu Dhankude, (xvi) Gyanoba Dhondiba Dhankude and (xvii) Subhash Prabhakar Dhankude in favour of (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sundar Narayan Pujari nominated, constituted and appointed Sundar Narayan Pujari to be their true and lawful attorney and conferred upon them power and authorities to do execute and perform all or any of the acts, deeds, matters and things for and on their behalf inter alia in respect of the respect of the land bearing Survey No. 17/2 (Part) admeasuring 18500 sq.mtrs. or thereabout.
16. By and under a Sale Deed dated 26th August, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4-4036 of 1993 and executed between (i) Yashwant Ramchandra Murkute, (ii) Bhagwan Ramchandra Murkute, (iii) Balkrishna Ramchandra Murkute, (iv) Bhanudas Ramchandra Murkute and (v) Vitthal Ramchandra Murkute (therein referred to as Vendors) of the One Part and Shangrila Garden Co-operative Housing Society (Proposed) ("**Shangrila Garden CHSL**") through (i) Sundar, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchaser) of the Other Part, the Vendors therein sold, conveyed and transferred Survey No. 17/2 (part) admeasuring 4,150 square metres unto Shangrila Garden CHSL, at and for a consideration and on the terms and conditions contained therein. Mutation Entry No. 6398 dated 24th May, 1994 records the foregoing.
17. By and under a Sale Deed dated 03rd September, 1993 registered with the Office of Sub Registrar of Assurances under Serial No. HVL-4197 of 1993 and executed between (i) Subhash Prabhakar Dhankude, 2) Vilas Prabhakar Dhankude, 3) Hirabai Prabhakar Dhankude, 4) Hanumant Shivram Dhankude, 5) Vijayanti Hanumant Kalbhor and 6) Aruna Dinkar Bhoyane (therein referred to as Vendors) of the One Part and (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari and (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part, the Vendors sold, conveyed and transferred their 114th undivided share, rights, title and interests in/over Survey No. 17/2 (part) (equivalent admeasuring 4,125 square metres) unto Shangrila Garden CHSL, at and for a consideration and on the terms and conditions contained therein. Mutation Entry No. 6501 dated 08th September, 1993 records the foregoing.
18. By and under a Sale Deed dated 16th September, 1993 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4417 of 1993 and executed between (i) Gyanoba Dhondiba Dhankude (Karta of HUF), (ii) Balkrishna Dhondiba Dhankude, (iii) Ramchandra Dhondiba Dhankude, (iv) Nivrutti Dhondiba Dhankude, (v) Suryakant Dhondiba Dhankude, (vi) Shivilal Dhondiba Dhankude, (vii) Tanhabai Sitaram Gole, (viii) Ranabai Sadashiv Palande and (ix) Chnadrabhaga Mahipati Gayke (therein referred to as Vendors) of the One Part and Shangrila Garden CHSL through (i) Sundar Narayan Pujari, (ii) Ashok Anantrai Mehta, (iii) Bharat Kantilal Chagede, (iv) Bansilal Karamal Gandhi and (v) Anil B. Ghaisas (therein referred to as Purchasers) of the Other Part, the Vendors therein sold, conveyed and transferred Survey No. 17/2 (part) admeasuring 4,150 square metres unto Shangrila Garden CHSL, at and for a consideration and on the terms and conditions contained therein. Mutation Entry No. 6795 dated 15th March, 1995 records the foregoing.
19. By and under a Sale Deed dated 17th February, 1994 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-1216 of 1994 and executed between

- (i) Vithu Nagu Dhankude, (ii) Dattatray Vithu Dhankude (Power of Attorney holder of Vithu), (iii) Sachin Dattatray Dhankude, (iv) Kishore Dattatray Dhankude, and (v) Rahul Dattatray Dhankude (therein referred to as Vendors) of the One Part and Shangrila Garden CHSL through (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari (therein referred to as Purchasers) of the Other Part, Vithu, being one of the co-owners of Survey No. 17/2, along with his family members therein sold, conveyed and transferred Survey No. 17/2 (part) admeasuring 4,150 square metres unto Shangrila Garden CHSL, at and for a consideration and on the terms and conditions contained therein. Mutation Entry No. 6797 dated 15th March, 1995 records the foregoing.
20. By and under a Power of Attorney dated 15th February, 1994 executed by Vithu in favour of Dattatray Vithu Dhankude, Vithu nominated, constituted and appointed Dattatray to be his true and lawful attorney and to do, execute and perform all or any of the acts, deeds, matters and things and to exercise all or any of the powers conferred therein inter alia in respect of the respect of the Survey No. 17/2 (part) admeasuring 4,150 square metres.
21. By and under a Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude, (vi) Shivram Bhanuji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Bhagwan Ramchandra Murkute, (ix) Balkrishna Ramchandra Murkute, (x) Bhanudas Ramchandra Murkute and (xi) Mauti Dhankude, it appears that certain disputes going on between the parties hereto was settled in respect of inter alia Survey No. 17/2.
22. By and under a Settlement Agreement dated 3rd April, 1991 registered with the Office of Sub Registrar of Assurances executed between ((i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vitthal Ramchandra Murkute, (v) Madhukar Pandarinath Dhankude and (vi) Maruti Shripati Dhankude and accordingly they agreed to reduce 8,000 square metres from Survey Nos. 17/2, 17/3 and 17/4 by 1,900 square metres, 1,000 square metres and 5,100 square metres respectively on terms and conditions more particularly mentioned therein.
23. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sunder Narayan Pujari of the Other Part ("**Ashokkumar Agreement**"), Ashokkumar released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/2 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,56,000/- which was paid by Ashokkumar at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
24. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part ("**Bansilal Agreement**"), Bansilal released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/2 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.1,70,000/-

which was paid by Bansilal at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.

25. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Chagede of the One Part and Sundar of the Other Part ("**Bharat Agreement**"), Bharat released his 1/4th undivided share, right, title and interest in respect of Survey Nos. 17/2 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,95,000/- which was paid by Bharat at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
26. By and under a Declaration dated 30th August, 1993 executed by Vijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane declared that they have executed a Power of Attorney on 30th August, 1993 in favour of their brother Subhash Prabhakar Dhankude. They have further declared that in pursuance of the said power of attorney, the acts, deeds and things executed and performed by their attorney would be binding upon them.
27. By and under a Power of Attorney dated 30th August, 1993 executed by Vijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane in favour of Subhash Prabhakar Dhankude, Vijayanti Hanumant Kalbhor and Aruna Dinkar Bhoyane empowered and authorized their brother Subhash Prabhakar Dhankude to accord their consent to the proposed transaction of sale in respect of their undivided share in the land bearing Survey No.17/2 admeasuring 4,150 square metres.
28. By and under a Declaration dated 15th April, 1994, Bhimabai Dhondiba Dhankude declared that she had accorded her consent to the aforementioned Sale Deed dated 16th September, 1993 registered under serial No. HVL-4417 of 1993 executed by her brother Dnyanoba Dhondiba Dhankude and Others in respect of 4 anna share in the land bearing Survey No.17/2 and she admitted the said transaction of sale.

B) Land Parcel 2 - Survey No. 17/3 admeasuring 11,000 square metres or thereabout situate, lying and being at Village Baner, Taluka Haveli, District Pune ("Survey No. 17/3(part)").

(i) Mutation Entries are related to Land Parcel-2

1. On perusal of Mutation Entry No. 463 dated 26th August, 1934 it appears that the Falni Bara (Sub division and assessment for use) effected in prescribed Form 12 in respect of Land Parcel-2 in the Revenue Records under Rule 22 of Maharashtra Land Revenue (Revenue Survey and Sub Division of Survey Number) Rule, 1969. Accordingly, Survey No. 17/3 came to be recorded in the name of Pandarinath Dhankude.
2. On perusal of Mutation Entry No. 1576 dated 15th July 1970 it appears that, in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra. Accordingly, new system of measurement effected in respect of land in the Revenue Records and the area shown in acres and gunthas in Village Baner has been replaced by Hectares and Arcs.

3. Mutation Entry No. 1585 is not made available on the date of this Title Report and as such I express no comment on the same.
4. On perusal of Mutation Entry No. 2575 dated 07th December, 1984, it records that, Ashok Pandarinath Dhankude had submitted an application that his father Pandarinath Dhankude died on 12th November, 1984 leaving behind him the following (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Madhukar Pandarinath Dhankude, (vii) Phulabai Laxman Kokate, (viii) Anandabai Gyaneshwar Junwane and (ix) Shantabai Pandarinath Dhankude as his only legal heirs. Accordingly, the names of the legal heirs at Sr. Nos. (i) to (v) were recorded in the Land Holders Column and the names of the legal heirs at Sr. Nos. (vi) to (ix) were recorded in the Other Rights Column of the 7/12 extract of land bearing Survey No. 17/3.
5. Mutation Entry No. 2796 is not made available on the date of this Title Report and as such I express no comment on the same.
6. On perusal of Mutation Entry No. 5513 dated 21st February, 1992 it is recorded that on the death Namdev Pandarinath Dhankude died on 17th October, 1990, names of his legal heirs (i) Mandabai Namdev Dhankude, (ii) Meena Namdev Dhankude, (iii) Megha Namdev Dhankude, (iv) Seema Namdev Dhankude, (v) Nita Namdev Dhankude entered and recorded as Land Holders on 7/12 extract in respect of land bearing Survey no. 17/3.
7. On perusal of Mutation Entry No. 6039 dated 08th September, 1993, it appears that, Ashok Pandarinath Dhankude had availed himself of a loan of Rs.55,000/- from Bank of India ("BOI"). Accordingly, BOI's name was recorded in the Other Rights Column of the 7/12 extracts of Survey No. 17/3.
- (iii) **Transaction Documents inter se between Land Holders, Bansilal Karamal Gandhi and others and Shangrila Co-Operative Housing Society Limited and Sunder Narayan Pujari**
8. By and under a Visar Pavti dated 7th May, 1988 executed between (i) Sudam Pandharinath Dhankude, (ii) Namdev Pandharinath Dhankude, (iii) Patil Pandharinath Dhankude, (iv) Gajanan Pandharinath Dhankude, (v) Ashok Pandharinath Dhankude, (vi) Madhukar Pandharinath Dhankude, (vii) Shantabai Pandharinath Dhankude, (viii) Fulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junwane therein referred to as the Vendors of One Part and (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare, (iii) Kondibhau Nivrutti Muduk therein referred to as Purchasers of Other Part, the parties therein executed this Visar Pavti in respect of Survey No. 17/3 admeasuring 1 Hectare 6 Ares that is equivalent to 10,600 square metres at and for a consideration and terms and conditions mentioned therein. On perusal of Visar Pavti dated 7th May, 1988, I note that this Visar Pavti was executed between the parties at a consideration of Rs.5,000/- and within one month of the execution they had agreed to execute an Agreement to Sale. Further, in the course of the time, the parties therein agreed to execute a Sale Deed in respect of the said Property, on or after the said Land Parcel-2 become free from encumbrances.
9. By and under an Agreement to Sale dated 13th October, 1988 executed between i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Madhukar Pandarinath Dhankude, (vii) Shantabai Pandarinath Dhankude, (viii) Phulabai Laxman Kokate and (ix) Anandabai Gyaneshwar Junwane

(therein referred to as the Vendors) of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sundar Narayan Pujari (therein referred to as the Purchasers) of Other Part, where under Vendors agreed to sell Purchasers land bearing Survey No. 17/3(part) admeasuring 11,000 sq.mtrs. or thereabout for consideration and on terms and conditions mentioned therein.

10. By and under a Power of Attorney dated 13th October, 1988 executed by (i) Sudam Pandarinath Dhankude, (ii) Namdev Pandarinath Dhankude, (iii) Patil Pandarinath Dhankude, (iv) Gajanan Pandarinath Dhankude, (v) Ashok Pandarinath Dhankude, (vi) Anandabai Gyaneshwar Junwane, (vii) Madhukar Pandarinath Dhankude and (viii) Shantabai Pandarinath Dhankude in favour of Sundar Narayan Pujari, Sudam Pandarinath Dhankude and others nominated, constituted and appointed Sundar Narayan Pujari to be their true and lawful attorney and conferred upon them power and authorities to do execute and perform all or any of the acts, deeds, matters and things for and on their behalf inter alia in respect of the respect of the land bearing Survey No. 17/3(part).
11. By and under a Sale Deed dated 30th June, 1994 executed and registered with the Office of Sub Registrar of Assurances under serial no. HVL-4-4265 of 1994 and between (i) Sudam Pandarinath Dhankude, (ii) Patil Pandarinath Dhankude, (iii) Gajanan Pandarinath Dhankude, (iv) Ashok Pandarinath Dhankude, (v) Madhukar Pandarinath Dhankude, (vi) Shantabai Pandarinath Dhankude and (vii) Mandabai Namdev Dhankude for self and as natural guardian of her minor daughters Meena Namdev Dhankude, Megha Namdev Dhankude, Seema Namdev Dhankude and Nita Namdev Dhankude therein referred to as Vendors of the First Part; Shangrila Garden CHS (Proposed) through Sundar Narayan Pujari, therein referred to as Purchasers of the Second Part; and (i) Phulabai Laxman Kokate and (ii) Anandabai Gyaneshwar Junwane therein referred to as Confirming Parties of the Third Part, the Vendors therein with the consent and confirmation of the Confirming Parties therein sold, conveyed and transferred land bearing Survey No. 17/3(part) admeasuring 10,000 square metres unto Shangrila Garden CHSL, at and for a consideration and on the terms, covenants and conditions contained therein. Mutation Entry No. 6796 dated 15th March, 1995 mutated the land records in the name of Shangrila Garden CHSL, pursuant to the In this Sale Deed dated 30th June, 1994. I further note that the share of the minor viz. Meena, Megha, Seema and Nita have also been dealt with and there is no court permission obtained from the Hon'ble High Court for sale of minor's share furnished to us. However, in the Sale Deed dated 30th June, 1994 at Clause 3 it has been mentioned that the land sold thereunder (which includes the minors' share also) has been sold by the family out of financial necessity and for the welfare of the family.
12. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sunder Narayan Pujari of the Other Part ("**Ashokkumar Agreement**"), Ashokkumar released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/3(part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,56,000/- which was paid by Ashokkumar at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
13. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sundar Narayan Pujari of the Other Part ("**Bansilal Agreement**"),

Bansilal released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/3(part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.4,70,000/- which was paid by Bansilal at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.

14. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar of the Other Part ("**Bharat Agreement**"), Bharat released his 1/4th undivided share, right, title and interest in respect of Survey Nos. 17/3(part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,95,000/- which was paid by Bharat at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.

C) Land Parcel 3- Survey No. 17/4 admeasuring 12,900 square metres or thereabout forming part of admeasuring 18,000 square metres situate, lying and being at Village Baner, Taluka Haveli, District Pune ("Survey No. 17/4 (part)").

(i) Mutation Entries are related to Land Parcel-3

1. On perusal of Mutation Entry No. 463 dated 26th August, 1934 it appears that the Falni Bara (Sub division and assessment for use) effected in prescribed Form 12 in respect of Land Parcel-2 in the Revenue Records under Rule 22 of Maharashtra Land Revenue (Revenue Survey and Sub Division of Survey Number) Rule, 1969. Accordingly, Survey No. 17/4 came to be recorded in the name of Shripati Ganpati Dhankude, Sadashiv Ganpati Dhankude and Vishwanath Ganpati Dhankude.
2. On perusal of Mutation Entry No. 1576 dated 15th July 1970 it appears that, in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra. Accordingly, new system of measurement effected in respect of land in the Revenue Records and the area shown in acres and gunthas in Village Baner has been replaced by Hectares and Ares.
3. On perusal of Mutation Entry No. 1902 dated 15th February 1977 it appears that Shripati repaid the Tagai encumbrance of Rs.1,360.94/-. Accordingly pursuant to the Certificate dated 30th July, 1974 issued by the Gat Vikas Adhikari/Development Officer of Panchayat Samiti, Haveli, Pune, the Tagai encumbrance came to be deleted from the 7/12 Extract of Survey No. 17/4.
4. On perusal of Mutation Entry No. 2034 dated 20th February 1981 it records that pursuant to an Order dated 12th February, 1981 passed by the Tahsildar Office, Haveli bearing No. Jamin/ Watap/20/81, partition was effected amongst the properties held by Maruti Shripati Dhankude, Dhanaji Shripati Dhankude and Harishchandra Shripati Dhankude. By reason of partition, Maruti Shripati Dhankude allocated to the Land Holder/owner of land bearing Survey No. 17/4 as and by way of his share in terms thereof.

(iv) **Transaction Documents inter se between Land Holders, Bansilal Karamal Gandhi and others and Shangrila Co-Operative Housing Society Limited and Sunder Narayan Pujari**

5. By and under a Visar Pavti dated 7th May, 1988 executed by and between Maruti Shripati Dhankude and Gulab Maruti Dhankude therein referred to as the Vendors of One Part and (i) Vidya Sampatrao Salunkhe, (ii) Uday Jagannath Bhandare, (iii) Kondibhau Nivrutti Muduk therein referred to as Purchasers of Other Part, Maruti executed this Visar Pavti in respect of Survey No. 17/4 admeasuring 1 Hectare 80 Ares that is equivalent to 18,000 square metres at and for a consideration and on terms and conditions mentioned therein. On perusal of Visar Pavti dated 7th May, 1988, I note that this Visar Pavti was executed between the parties at Rs.5,000/- and within one month of the execution they had agreed to execute an Agreement to Sale. Further, in the course of the time, the parties therein agreed to execute a Sale Deed in respect of the said Property, on or after the said Land Parcel-3 become free from encumbrances. On taking into account, Agreement to Sale dated 28/10/1988 mentioned in succeeding paragraph, I inferred that the Visar Pavti dated 07/05/1988 was not acted upon between the parties thereto.
6. By and under an Agreement to Sale dated 28th October, 1988 executed between (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude therein referred to as the Vendors of One Part and (i) Bansilal Karanmal Gandhi, (ii) Bharat Kantilal Chagede, (iii) Ashokkumar Anantrai Mehta and (iv) Sunder Narayan Pujari therein referred to as the Purchasers of Other Part, whereunder Vendors agreed to sell Survey No. 17/4 admeasuring 18,000 sq.mtrs. or thereabout unto the Purchasers at and for a consideration and terms and conditions mentioned therein.
7. By and under a Power of Attorney dated 28th October, 1988 executed by (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude in favour of Sunder Narayan Pujari, (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude nominated, constituted and appointed Sunder Narayan Pujari to be their true and lawful attorney and conferred upon them power and authorities to do execute and perform all or any of the acts, deeds, matters and things for and on their behalf inter alia in respect of the respect of the land bearing Survey No. 17/4.
8. By and under a Sale Deed dated 26th August, 1993 executed and registered with the Office of Sub-Registrar of Assurances under serial No. HVL-4-4037 of 1993 and between (i) Maruti Shripati Dhankude and (ii) Gulab Maruti Dhankude therein referred to as Vendors of the One Part and (i) Sunder Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari, (iv) Praveen V. Kumar and (v) Anand Angada Pujari, all in their capacity of Chief Promoters of Shangrila Garden CHSL (Proposed) therein referred to as Purchasers of the Other Part ("**1993 Conveyance Deed**"), whereunder the Vendors sold, conveyed and transferred Survey No. 17/4 (part) i.e. land admeasuring 12,900 square metres forming part of land bearing Survey No. 17/4 admeasuring 18,000 square metres unto Shangrila Garden CHSL, at or for valuable consideration and on terms, covenants and conditions in the manner contained therein. Mutation Entry No. 6399 dated 24th June, 1994 records in the name of Shangrila Garden CHSL.
9. By and under a Settlement Agreement undated of the year 1988 executed between (i) Vithu Nagu Dhankude, (ii) Gyanoba Dhondiba Dhankude, (iii) Subhash Prabhakar Dhankude, (iv) Vilas Prabhakar Dhankude, (v) Hirabai Prabhakar Dhankude (vi) Shivram Bhauji Dhankude, (vii) Yashwant Ramchandra Murkute, (viii) Vitthal Ramchandra Murkute, (ix) Bhagwan Ramchandra Murkute, (x) Balkrishna

Ramchandra Murkute, (xi) Bhanudas Ramchandra Murkute, (xii) Maruti Shripati Dhankude wherein the parties thereto have inter alia settled their inter se dispute between them in respect of land bearing Survey No. 17/4.

10. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Ashokkumar Anantrai Mehta of the One Part and Sunder Narayan Pujari of the Other Part ("**Ashokkumar Agreement**"), Ashokkumar released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/4 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,56,000/- which was paid by Ashokkumar at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
11. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bansilal Karanmal Gandhi of the One Part and Sunder Narayan Pujari of the Other Part ("**Bansilal Agreement**"), Bansilal released his 1/4th undivided share, right, title and interest in respect of Survey No. 17/4 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.4,70,000/- which was paid by Bansilal at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
12. By and under an unregistered Agreement (undated but the non-judicial stamp paper thereof bears the date 24th February, 1992) executed between Bharat Kantilal Changede of the One Part and Sundar of the Other Part ("**Bharat Agreement**"), Bharat released his 1/4th undivided share, right, title and interest in respect of Survey Nos. 17/4 (part) in favour of Sundar, at and for a consideration in the form of developed plot admeasuring 10,625 square feet (equivalent to 987.09 square metres), which non-monetary consideration has been agreed to be paid in lieu of the amount of Rs.2,95,000/- which was paid by Bharat at the time of /pursuant to the Agreement dated 13th October, 1988 to the landowners thereunder.
13. On perusal of the Letter dated 23rd December, 2020 bearing reference no. Abhi/SR/4731 of 2020, issued by the Tehsildar, it appears that it has been stated therein that Mutation Entry Nos. 1581, 7569 and 1721 cannot be found in the revenue office.
14. On perusal of the Letter dated 13th January, 2020 bearing reference no. Abhi/SR/4731 of 2020, issued by the Tehsildar, it appears that it has been stated therein that Mutation Entry Nos. 1, 10 and 84 cannot be found in the revenue office.

III) Documents executed after the Conveyances in favour of Shangrila Garden CHSL i.e. after 1994 and till 1999

15. By and under a Deed of Declaration dated 26th July, 1995 executed by (i) Vijaya Kantilal Changede ("**Vijaya**") being the only legal heir and representative of late Bansilal and (ii) Bharat, it has been declared that Vijaya and Bharat have relinquished all their rights, title, interest and claims in respect of the said Property in terms of the said Bansilal Agreement and said Bharat Agreement executed in favor of Sundar, subject to the allotment of the plots hereunder mentioned either in their names or to their nominee/s:

| Sr.No | Name of Nominee | Plot No.(s) | Area (in square feet) |
|-------|-------------------|-------------|-----------------------|
| 1. | V. K. Changede | 52 and 53 | 5,974 each |
| 2. | K. M. Changede | 25 and 26 | 5,974 each |
| 3. | B. K. Changede | 7 and 8 | 10,334 each |
| 4. | D. K. Changede | 51 | 2,987 |
| 5. | S. K. Changede | 49 | 2,987 |
| 6. | Ajay S. Chordiya | 5 | 6,459 |
| 7. | Vijay S. Chordiya | 6 | 5,167 |

16. By and under the said Declaration I have been informed by Shangrila Garden CHSL that by and under 3 (three) Affidavits dated 5th February, 1999 executed by Vijaya, Bharat and Ashokkumar respectively, it has been declared by each of them that by reason of reduction in the area/land to the extent of 8,000 square metres or thereabout out of land bearing Survey Nos. 17/2, 17/3 and 17/4, they have agreed to accept the hereunder mentioned plots in lieu of the plots mentioned in Bansilal Agreement, Bharat Agreement and Ashokkumar Agreement:

| Sr.No | Name of Nominee | Plot No.(s) | Area (in square metres) |
|-------|-------------------|-------------|-------------------------|
| 1. | V. K. Changede | 17 | 470.375 |
| 2. | K. M. Changede | 16 | 470.375 |
| 3. | B. K. Changede | 18 | 819.562 |
| 4. | D. K. Changede | 29 | 235.875 |
| 5. | S. K. Changede | 19 | 235.875 |
| 6. | Ajay S. Chordiya | 36 | 510.510 |
| 7. | Vijay S. Chordiya | 37 | 406.770 |
| 8. | Ashokkumar Mehta | 15 | 508.500 |
| 9. | Nikhil Mehta | 28 | 306.150 |

I have not been furnished with the copies of the said 3 (three) Affidavits dated 5th February, 1999 and hence I am unable to ascertain the contents thereof.

IV) Amalgamation of Survey Nos. 17/2 (part), 17/3 (part) and 17/4 (part) and actions post amalgamation

17. I note that the Competent Authority, Pune Urban Agglomeration, Pune by Order passed in Case No. 1110-PU dated 2nd April, 1998 under Section 8(1) of the Urban Land (Ceiling and Regulation) Act, 1976 declared that Shangrila Garden CHSL holds no surplus vacant land.
18. I note that Shangrila Garden CHSL prepared the layout of the said Property and got it approved and sanctioned from the Municipal Corporation of City of Pune under its Letter bearing reference No. DPO/7769/C/523 dated 10th November, 2000.
19. By Order dated 12th June, 2001 bearing reference no. PRH/NA/SR/250/III/2001 issued by the Collector Office, Pune under Section 44 of the Maharashtra Land Revenue Code, 1966 the said Property granted a non-agricultural user permission for Residential purpose ("**NA Order**").
20. By and under a Declaration dated 25th November, 2002 executed and registered with the Office of Sub-Registrar of Assurances under serial no. HVL-4-9962 of 2002 executed by (i) Vijaya Kantilal Changede, (ii) Bharat Kantilal Changede and (iii) Ashokkumar Anantrai Mehta (therein referred to as Declarants), the Declarants therein viz. (i) Vijaya, (ii) Bharat and (iii) Ashokkumar have inter alia declared that

- (i) Bansilal Karanmal Gandhi was the father of Vijaya who died on 11th June 1995, leaving Vijaya as his only legal heir and representative and
 - (ii) Bansilal, Bharat and Ashokkumar have released and relinquished their respective 1/4th undivided share, right, title and interest in respect of Survey Nos. 17/2(part), 17/3(part) and 17/4(part) in favor of Sundar against allotment of Plot Nos. 17, 16, 18, 29, 19, 36, 37, 15 and 28 by Shangrila Garden CHSL to them and their associates.
21. By and under a Declaration dated 13th October, 2003 executed and registered with the Office of Sub-Registrar of Assurances under Serial No. HVL-15-3583 of 2003 executed by Shangrila Garden CHSL through its Secretary Ashokkumar and two committee members viz Anand Angara Pujari and Nitin Digambar Puranik (therein referred to as Party No. 1 of One Part) and Sundar (therein referred to as Party No. 2 of Other Part) declaring therein as follows:
- 1.1. The said Property then bearing Survey No. 17/2 (part) admeasuring 12,450 square metres or thereabout (as per actual measurement), Survey No. 17/3 (part) admeasuring 10,000 square metres or thereabout (as per actual measurement) and Survey No. 17/4(part) admeasuring 12,900 square metres or thereabout (as per actual measurement) is owned and possessed by Shangrila Garden CHSL; and the balance land out of Survey No. 17/2 admeasuring 4,150 square metres or thereabout (as per actual measurement) is owned and possessed by (i) Sundar Narayan Pujari, (ii) Madhav Narayan Pujari, (iii) Anand Narayan Pujari.
 - 1.2. Thereafter Shangrila Garden CHSL and Sundar Narayan Pujari prepared and submitted a joint layout of the said Property to Pune Municipal Corporation for necessary sanction and got the same approved and sanctioned by and under its Letter No. DPO/7769/C/523 dated 10th November, 2000. Further, by Order No. PRH/NA/SR/250/III/2001 dated 12th May, 2005 issued by Collector of Pune, the said Property ordered to be used for non agricultural purpose. Accordingly the parties commenced the development of the said Property as per sanctioned Layout Plan.
 - 1.3. The Pune Municipal Corporation prepared draft development plan of its extended area of the merged Villages and published the same on 31st December, 2002 wherein the said land was earmarked in the Residential Zone and the same is affected by 18-meter D.P. Road, Playground and Primary School. The aforesaid reservation of playground and primary school falls in the area of amenity space of the sanctioned layout.
 - 1.4. Sundar Narayan Pujari have settled all claims and rights, title and interest accrued to in terms of the Agreements dated 13th October, 1988; 13th October, 1988; and 28th October, 1988 in respect of the said Property. By reason whereof, Sundar Narayan Pujari agreed to give up, release and relinquish all his claims and rights, title and interest accrued unto him in terms of the aforementioned Agreements against, the Shangrila Garden CHSL agreed to and unto Sundar Narayan Pujari convey, transfer and assign the right to avail of Transferable Development Rights ("**TDR**") corresponding to the portion admeasuring 2,517.375 square metres or thereabout out of the said Property and benefits thereof (said "**TDR Rights**"), which was earmarked for D.P. Road in the sanctioned Regional Plan of Pune Region.
 - 1.5. Shangrila Garden CHSL declares that Sundar Narayan Pujari shall be entitled to

execute and register requisite Deeds and Documents and handover the possession of the portion reserved for 18 meter D.P. Road in favour of Pune Municipal Corporation for availing TDR thereof. Simultaneously, the Shangrila Garden CHSL has also executed separate Power of Attorney in favour of Sundar Narayan Pujari in connection with portion reserved for 18 meter D.P. Road.

- 1.6. The parties declared and confirmed that Shangrila Garden CHSL shall be exclusively entitled to avail of TDR and incidental benefits thereof in respect of the said Property earmarked for playground and primary school under the Development Plan published by the Municipal Corporation of City of Pune.
22. By and under a Deed of Easement dated 26th September, 2003 executed and registered under Serial No. HVL-15-3585 of 2003 with the Office of Sub- Registrar of Assurances Haveli-15 between Shangrila Garden CHSL represented through its secretary Ashokkumar and Committee members (i) Anand Narayan Pujari (ii) Nitin Digambar Puranik (therein referred to as Grantors) of One Part and (i) Sundar Narayan Pujari and (ii) Madhav Narayan Pujari (therein referred to as Grantees) of Other Part, the Grantor, as empowered under the resolution passed in the committee meeting held on 27th September, 2003 vide No.7, granted easementary right of way in favour of Grantees through the road laid in the said Property as shown in the sanctioned layout plan by the Pune Municipal Corporation, under letter No.DPO/7769/C/523 dated 10th November, 2000 for the purpose of ingress and egress for the said Pujari Land. Mutation Entry No. 18785 dated 10th May, 2012 effected in Record of Rights in this behalf.
23. By and under a Power of Attorney dated 13th October, 2003 executed and registered under Serial No. HVL-15-3584 of 2003 with the Office of Sub-Registrar of Assurances Haveli-15 by Shangrila Garden CHSL represented through its Secretary Ashokkumar and committee members (i) Anand and (ii) Nitin Digambar Puranik (therein referred to as Executants) in favour of Sundar Narayan Pujari, Shangrila CHSL nominated, constituted and appointed Sundar Narayan Pujari to be its true and lawful attorney and conferred upon him all powers and authorities to do, execute and perform all or any of the acts, deeds, matters and things for and on its behalf in connection with the portion earmarked for 18 metre D.P. Road out of the said Property i.e. Survey Nos. 17/2(part), 17/3(part) and 17/4(part) for the purpose of obtaining TDR thereof from Pune Municipal Corporation.
24. Mutation Entry No. 13741 dated 3rd July, 2004 records that Shangrila Garden CHSL, being the Owner of Survey No. 17/2 (part), 17/3 (part) and 17/4 (part), prepared and submitted to Pune Municipal Corporation layout plan comprising of (a) 70 nos. of residential plots covering totally admeasuring 20,870.704 square metres or thereabout, (b) Amenity Plot admeasuring 4,926.002 square metres or thereabout, (c) area covered under Internal Road totally admeasuring 3,752.419 square metres or thereabout, (d) area covered under 18 metre RP Road totally admeasuring 2,517.375 square metres or thereabout and (e) Open Space admeasuring 3,283.500 square metres or thereabout for necessary sanctioned and the same has been sanctioned by the Pune Municipal Corporation by letter No. DPO/7769/C/523 dated 10th November, 2000. The plotted and building sites where given effect in Revenue Record viz. 7/12 Extract (Record of Rights) thereof as a result the land bearing Survey Nos. 17/2 (part), 17/3 and 17/4 came to be consolidated as Survey No. 17/2+17/3+17/4. By reason whereof, anew 7/12 extract (Record of Rights) opened for respective Plot Nos. with respective area thereof.

25. On perusal of Mutation Entry No. 18146 dated 22nd June, 2011, it appears that, by and under a Gift Deed dated 15th April, 2011 executed and registered under Serial No. 3092 of 2011 with the Office of Sub-Registrar of Assurances by (i) Madhav Narayan Pujari, (ii) Shailakshi Anand Pujari and (iii) Sanmit Anand Pujari (minor) (legal heirs of Anand Narayan Pujari (since deceased)) through natural guardian Shailakshi (therein referred to as Donors) of One Part and Sundar Narayan Pujari (therein referred to as Donee) of Other Part, Donors gifted land bearing Survey No. 17/2(part) admeasuring 3,084 square metres or thereabout unto Donee out of natural love and affection in the manner contained therein.
26. As per Mutation Entry No. DPO/7769/LI/23 it was declared that Survey Nos. 17/2, 17/3 and 17/4 was admeasuring in aggregate 35,350 square metres or thereabout and by an Order dated 12th June, 2001 bearing reference no. PRH/NA/SR/250/III/2001 of the District Officer, Pune the said Property was subdivided in 74 plots but Mutation Entry No.13741 had opened only 70 plots and therefore, Sundar Pujari requested for approval of the other 4 plots.
27. I note that said Property comprised in Survey No. 17/2(Part), 17/3(Part) and 17/4(Part) aggregating in all 35350 sq.mtrs. or thereabout. Under Order PRH/NA/SR/250/III/2001 issued by District Officer, Pune whereby the said Property subdivided in 74 Plots. However, under Mutation Entry No. 13741, anew 7/12 extract (Record of Rights) opened for respective Plot Nos. with respective area thereof for 70 Plots. Hence, Sundar Narayan Pujari has requested for approval of remaining 4 Plots.
28. Mutation Entry No. 20501 is not relevant to said Property comprised in Survey No. 17/2(Part), 17/3(Part) and 17/4(Part) even though the said Mutation is mentioned on respective 7/12 Extracts of the said Property.
29. On perusal of Mutation Entry No. 20513 dated 21st October, 2015 records Order No. R.T.S./64/3A/3/2015 Pune-2 dated 21st October, 2015 issued by the Tahsildar, Haveli. On the basis of the said Order, there has been configuration and rectification of Survey Number of land in the Baner Village, Taluka Haveli, Dist. Pune in the Alpha Numerical method as stated therein which includes New Survey Nos. 17/2A/1 to 17/2A/70, New Survey No. 17/2+3+4 (part)-Plot No. 71, New Survey No. 17/2+3+4 (part)-Plot No. 72, Survey No. 17/2+3+4 (part)-Plot No. 73 and Survey No. 17/2+3+4 (part)-Plot No. 74, being referred as "Said Property" hereto.
30. On perusal of Mutation Entry No. 20941 dated 11th December, 2019 records directions issued under Circular dated 7th May, 2016 bearing reference No. Ra/Bhu/A./Pra Kra.180/L-1 by the State Government read with Order dated 18th February, 2017 issued by the Tehsildar, District Pune, the Revenue Records were digitalized and rectified in respect of land of various survey numbers in the said Village which includes Survey No. 17/2 and 17/2A/1 to 17/2A/6 in the manner more particularly mentioned therein.
31. On perusal of Mutation Entry No. 20944 dated 11th December, 2019 records directions issued under Circular dated 7th May, 2016 bearing reference No. Ra/Bhu/A./Pra Kra.180/L-1 by the State Government read with Order dated 18th February, 2017 issued by the Tehsildar, District Pune, the Revenue Records were digitalized and rectified in respect of land of various survey numbers in the said Village which includes Survey No. 17/3 and 17/2A/45 to 17/2A/70 in the manner more particularly mentioned therein.

32. On perusal of Mutation Entry No. 21579 dated 1st January, 2020 records directions issued under Circular dated 7th May, 2016 bearing reference No. Ra/Bhu/A./Pra Kra.180/L-1 by the State Government read with Order dated 18th February, 2017 issued by the Tehsildar, District Pune, the Revenue Records were digitalized and rectified in respect of land of various survey numbers in the said Village which includes Survey No. 17/4, 17/2/3/4(Part)-Plot No. 71, 17/2A/15, 17/2A/17 and 17/2A/40 in the manner more particularly mentioned therein.

V) Leasehold Rights of Members of Shangrila Garden CHSL in respect of the Plots

33. I have been furnished with a copy of the Registration Certificate dated 19th April, 1994 bearing No. PNA/PNA-4/HSG/[TO]/653/1994-95 issued by the Registrar of Societies in favour of Shangrila Garden CHSL. Accordingly, Shangrila Garden CHSL was registered as a co-operative society in compliance with the Co-operative Societies Act, 1960 as per Section 9(1). Furthermore, as per Section 12(1) the society has been classified as Housing Society and sub-classified as Leasehold Rights of Housing Society.
34. I have been furnished with a copy of the Byelaws of Shangrila Garden CHSL.
35. I am informed and it is represented that Shangrila Garden CHSL proposed to issue letter whereby the details of the present lessees of the Plots i.e. members of the Shangrila Garden CHSL along with their respective plot details and share certificate details duly certified by Shangrila Garden CHSL. However, Shangrila Garden CHSL has so far not issued such letter and same is awaited.

VI) Litigation

36. There is Special Civil Suit No. 245 of 2016 filed before the Court of Civil Judge, Senior Division, Pune Suhas Maruti Dhankude (**Plaintiff**) against (1) Sunder Narayan Poojari (**"Defendant No. 1"**), (2) Madhav Narayan Poojari (**"Defendant No. 2"**), (3) Anand Narayan Poojari (**"Defendant No. 3"**), (4) Praveen V. Kumar (**"Defendant No. 4"**), (5) Anand Angada Poojari (**"Defendant No. 5"**), (6) Shangrila Garden CHSL (**"Defendant No. 6"**), (7) Maruti Shripati Dhankude (**"Defendant No. 7"**), (8) Gulab Maruti Dhankude (**"Defendant No. 8"**), (9) Sarla Baburav Chandere (**"Defendant No. 9"**) and (x) Sunita Prakash Pavale (**"Defendant No. 10"**) under Section 34, 38, 31 and 6 of Specific Relief Act, 1963. Under the said Suit, the Plaintiff claiming to be having undivided share, right, title and interest in the Suit Property as Ancestral Property and paid for declaration that Sale Deed dated 26th August, 1993 as illegal and invalid to the extent of undivided share, right, title and interest in the Suit Property of Suhas, Sarla and Sunita in the Suit Property and partition of the Suit Property in metes and bound and other relief. The said Suit is pending and at the stage of argument on Exhibit- unready.

VII) TRANSACTION DOCUMENTS

37. By and under a Development Agreement dated 27/04/2024, (**"said Agreement"**), executed and registered under Sr. No. HVL22-9346-2024 on 27/04/2024 with the Sub Registrar of Assurances at Haveli-22, between Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as **"Owner Society"** of the First Part and Sunder Narayan Pujari therein referred to as **"said Sunder"** of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto

therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") and Goel Ganga Ventures India Private Limited through its authorised signatories (i) Anuj Umesh Goel, (ii) Macrotech Developers Limited therein referred to as "**Developer**" of the Fourth Part, where under save and accept as agreed under this said Agreement and in consideration of Developer at its own cost and expenses performing its obligations under this said Agreement and constructing and delivering to the Owner Society, Existing Members and said Sunder their respective entitlement in the Project in the said Agreement Shangrila Group thereby granted in favour of Developer and irrevocable and complete development rights to develop said Property by utilising and consuming the whole of the Development Potential (in present and / or future) for the construction and development thereof, at the sole discretion of the Developer, and the Developer shall be entitled to have and retain the remaining flats/premises/units comprising the Project on the said Property more particularly described in First Schedule thereunder written i.e. Developer's Entitlement and sell, lease, licence or otherwise dispose of the Premises comprising such Developer's Entitlement (as defined Clause 4.2 of this said Agreement) in accordance with the provisions of this said Agreement and other terms, obligation and conditions stated therein.

38. Pursuant thereto, by Irrevocable Powers of Attorney dated 27/04/2024 executed and registered under Sr. No. HVL22-9348-2024 on 27/04/2024 with the Sub Registrar of Assurances at Haveli-22, by Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members therein referred to as "**Owner Society**" of the First Part and Sunder Narayan Pujari therein referred to as "**said Sunder**" of the Second Part and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society details whereof set out in Annexure-A-1 thereto therein referred to as "**Existing Members**" of the Third Part (the Owners Society, Sunder and Existing Members collectively referred to as "**Shangrila Group**") being also referred as the said Owner Society "**Executant-1**", the said Sunder "**Executant-2**" and the said Existing Members "**Executant-3**" in favour of Goel Ganga Ventures India Private Limited ("**Developer**") acting through any of its Director / authorised representatives / Officials from time-to-time therein called as "**Attorney**" thereby appointed true and lawful Attorney and conferring upon them full authority and power to do and execute or caused to be done, executed and performed all acts, deeds, matters and things therein mentioned for and on their behalf and in their name for the purpose express therein for the purpose of development of the said Property comprised of leased Plot more particularly described in First Schedule thereunder written and construction of the Project thereon.
39. By Share Purchase Agreement dated 03/01/2024 executed by and between Macrotech Developers Limited therein referred to as "Purchaser" of the First Part and Mr. Ankit Umesh Goel therein referred to as "Seller-1" of the Second Part and Mrs. Manisha Annuj Goel therein referred to as "Seller-2" of the Third Part, where under each of the Seller agreed to sell, transfer, assign and deliver to the Purchaser and Purchaser agreed to purchase acquired take over and accept from the Sellers their respective right, title and interest in and to the respective share holdings of Goel Ganga Ventures India Private Limited more particularly described in Schedule II, sub titled as Details of Purchase Consideration, together with all accrued benefits and right attached thereto free from encumbrances for consideration and on terms and conditions stated therein.
40. By Share Purchase Agreement dated 04/01/2024 executed by and between Macrotech Developers Limited therein referred to as "Purchaser" of the First Part and

Mr. Ankit Umesh Goel therein referred to as "Seller-1" of the Second Part and Mrs. Manisha Annuj Goel therein referred to as "Seller-2" of the Third Part, where under each of the Seller agreed to sell, transfer, assign and deliver to the Purchaser and Purchaser agreed to purchase acquired take over and accept from the Sellers their respective right, title and interest in and to the respective share holdings of Goel Ganga Ventures India Private Limited more particularly described in Schedule II, sub titled as Details of Purchase Consideration, together with all accrued benefits and right attached thereto free from encumbrances for consideration and on terms and conditions stated therein.

41. On combine reading of preceeding Clauses No. 39 and 40 hereinabove, I note that Macrotech Developers Limited is 100% holding company of Goel Ganga Ventures India Private Limited.

VIII) Zoning

42. I have not been furnished with a copy of the latest Zone Certificate issued by Pune Municipal Corporation / Pune Metropolitan Region Development Authority in respect of the said Property. I recommend technical diligence in this regard.

IX) Development Plan and Remarks (DP Plan & Remarks)

43. I have not been furnished with any latest DP Plan and Remarks issued by Pune Municipal Corporation / Pune Metropolitan Region Development Authority for the said Property. I recommend technical diligence in this regard.
44. I have been informed that land/area admeasuring 740 square metres or thereabouts forming part of the said Property was affected by 24 metre wide D.P. Road and the same has been handed over by Shangrila Garden CHSL.

X) SEARCH REPORT

LAND SEARCH RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR

45. Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the said Larger Property for the period from the year 1972 to 2023 (**i.e. 50 years**) and have been provided with the Search Report dated 15th September, 2022 and 30th June 2023 issued by Simply Cersai. On perusal thereof I note that, in respect of the said Property, in addition to the documents mentioned hereinabove, no additional documents are reflected therein.
46. My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2024. I note that, save and except the documents including Deeds of Mortgage mentioned hereinabove, no documents affecting the title of the Company in respect of the said Property have been found to be registered.

SEARCHES CONDUCTED ON THE ONLINE PORTAL OF MINISTRY OF CORPORATE AFFAIRS:

47. I have also taken search on Portal of Ministry of Corporate Affairs (ROC Website) with regard to the index of charges in respect of Goel Ganga Ventures India Private Limited



related to the said Property. I note that there are so far no charges created by Goel Ganga Ventures India Private Limited in respect of the said Property.

SEARCHES CARRIED OUT ON THE PORTAL OF CENTRAL REGISTRY OF SECURITIZATION ASSET RECONSTRUCTION AND SECURITY INTEREST OF INDIA:

48. Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) and have been furnished with Report dated 1st July, 2023 issued by Simply Cersai in respect of the pending charges on the said Property and in respect of Shangrila Garden CHSL. On perusal of the Search Report, I note that no charges/ security interest is reflected in respect of the said Property.

Litigation Search :

49. Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against Shangrila Garden CHSL before various Courts in India; and have been provided with the two Reports both dated 5th September, 2022 issued by Karza Technologies and 1st July, 2023 issued by Cubictree Technologies Private Limited and on perusal thereof, we note that, save and except for the litigation mentioned in Clause No. (VI) Sub Clause No. 36, there are no litigations/suits filed by and/or against Shangrila Garden CHSL in connection with the said Property.

XI) REVENUE RECORDS

50. I have not been furnished with the 7/12 Extracts in respect of the said Property for the period from 1972 to 2004. However, I have been furnished with a certified copies of the 7/12 Extracts dated 7th January, 2004 pertaining to Survey Nos. 17/2, 17/3 and 17/4 and on perusal of the same, I note as under:

| Survey No. | Area (in sq. meters) | Holder | Occupancy | Other Rights Column |
|------------|----------------------|---|-----------|--|
| 17/2 | 18,500 | Shangrila Garden CHSL through Sundar Narayan Pujari and Others – 12,450 square metres Sundar Narayan Pujari, Madhav Narayan Pujari, Anand Narayan Pujari – 6,050 square metres | Class-I | Name of Uday Traders as an encumbrance on 1/7 th share |
| 17/3 | 11,000 | Sudam Pandarinath Dhankude, Patil Pandarinath Dhankude, Gajanan Pandarinath Dhankude, Ashok Pandarinath Dhankude, Madhukar Pandarinath Dhankude and Shantabai Pandarinath Dhankude; Mandabai Namdev Dhankude, Meena Namdev Dhankude, Megha Namdev | Class-I | Fulabai Laxman Kokate and Anandabai Gyaneshwar Junwale – Other Rights Holder Encumbrance of Rs.55,000/- created on 2 nd July, 1993 on the share of |

| | | | | |
|------|--------|---|---------|-----------------|
| | | Dhankude and Neeta Namdev Dhankude – 1000 square metres | | Ashok Dhankude, |
| | | Shangrila Garden CHSL through Chairman Sundar Narayan Pujari – 10,000 square metres | | |
| 17/4 | 18,000 | Maruti Shripati Dhankude – 5,100 square metres | Class-I | |
| | | Sundar Narayan Pujari, Madhav Narayan Pujari, Anand Narayan Pujari, Pravin B. Kumar and Anand Angera Pujari, all being the Chief Promoters of the Proposed Society Shangrila Garden CHSL – 12,900 square metres | | |

51. I have been furnished with digitally certified copies of the 7/12 Extracts pertaining to Plot Nos. 1 to 74 of the 2023 and on perusal of the same, I note as under:

| Sr.No | Survey No/ Gat No. | Area as per 7/12 (in sq. meters) | Tenure / Class | Holder | Remarks in Other Rights Column |
|-------|--------------------|----------------------------------|----------------|---|--------------------------------|
| 1. | 17/2A/1 | 819.56 | Class I | Shangrila Garden CHSL | Bharat Kantilal Changede |
| 2. | 17/2A/2 | 470.37 | Class I | Shangrila Garden CHSL and Purshottam Namdev Pawar | Nil |
| 3. | 17/2A/3 | 470.37 | Class I | Shangrila Garden CHSL and Kalyani Gautam Gelada | Nil |
| 4. | 17/2A/4 | 508.5 | Class I | Shangrila Garden CHSL and Champalal Manikchand Gelada | Nil |
| 5. | 17/2A/5 | 510 | Class I | Shangrila Garden CHSL | Bharati Sundar Pujari |
| 6. | 17/2A/6 | 509.25 | Class I | Shangrila Garden CHSL and Sushila Vinod Saraf | Nil |
| 7. | 17/2A/7 | 252.84 | Class I | Shangrila Garden CHSL | Nil |
| 8. | 17/2A/8 | 249.5 | Class I | Shangrila Garden CHSL | Vijaya Laxman Tabib |
| 9. | 17/2A/9 | 502.5 | Class I | Shangrila Garden CHSL and Sohan Bansilal Chordiya | Nil |
| 10. | 17/2A/10 | 406.77 | Class I | Shangrila Garden CHSL and Vijay Shantilal Chordiya | Nil |

Pradip Garach

Advocate

High Court, Bombay

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|-----|----------|--------|---------|---|--|
| 11. | 17/2A/11 | 510.51 | Class I | Shangrila Garden CHSL and Ajay Shantilal Chordiya | Nil |
| 12. | 17/2A/12 | 251.51 | Class I | Shangrila Garden CHSL and Suresh Bansilal Chordiya | Nil |
| 13. | 17/2A/13 | 256.48 | Class I | Shangrila Garden CHSL | Bharati Sundar Pujari |
| 14. | 17/2A/14 | 287.5 | Class I | Shangrila Garden CHSL | Anuradha Pradip Deshpande |
| 15. | 17/2A/15 | 235.92 | Class I | Shangrila Garden CHSL through Cyrus Vagaivala | Subject to the provision of Section 63/1A of Maharashtra Tenancy and Agricultural Lands Act 1948 |
| 16. | 17/2A/16 | 228 | Class I | Shangrila Garden CHSL through Madhukar Manikarav Khatvadkar | Nil |
| 17. | 17/2A/17 | 225.6 | Class I | Shangrila Garden CHSL through Anand Narayan Pujari, Shailakshi Anand Pujari and Sanmit Anand Pujari | Nil |
| 18. | 17/2A/18 | 284.93 | Class I | Shangrila Garden CHSL and Madhav Narayan Pujari | Nil |
| 19. | 17/2A/19 | 344 | Class I | Shangrila Garden CHSL and Sundar Narayan Pujari | Nil |
| 20. | 17/2A/20 | 308 | Class I | Shangrila Garden CHSL and Digambarrao Dattatray Puranik | Nil |
| 21. | 17/2A/21 | 231.6 | Class I | Shangrila Garden CHSL | Nil |
| 22. | 17/2A/22 | 252.91 | Class I | Shangrila Garden CHSL through Nitin Digambarrao Puranik | Nil |
| 23. | 17/2A/23 | 234 | Class I | Shangrila Garden CHSL through Rishikesh Sundar Pujari | Nil |
| 24. | 17/2A/24 | 234 | Class I | Shangrila Garden CHSL through Harish Ram Chawla | Nil |
| 25. | 17/2A/25 | 306.15 | Class I | Shangrila Garden CHSL | Nikhilesh Rasiklal Mehta |
| 26. | 17/2A/26 | 235.88 | Class I | Shangrila Garden CHSL | Rohan Bharat Chagede |
| 27. | 17/2A/27 | 235.87 | Class I | Shangrila Garden CHSL | Shefali Pritam Mutha |
| 28. | 17/2A/28 | 233.7 | Class I | Shangrila Garden CHSL through Sunil D Shetye | Nil |
| 29. | 17/2A/29 | 233.7 | Class I | Shangrila Garden CHSL through Anil Laxman Tabib | Nil |

| | | | | | |
|-----|----------|--------|---------|---|--|
| 30. | 17/2A/30 | 233.7 | Class I | Shangrila Garden CHSL through Kushal Sundar Pujari | Nil |
| 31. | 17/2A/31 | 233.7 | Class I | Shangrila Garden CHSL | Pallavi Anil Tabib |
| 32. | 17/2A/32 | 268 | Class I | Shangrila Garden CHSL through Sangita Sopan Pagare | Nil |
| 33. | 17/2A/33 | 148.5 | Class I | Shangrila Garden CHSL through Anand Angra Pujari | Nil |
| 34. | 17/2A/34 | 336.84 | Class I | Shangrila Garden CHSL through Kushal Sundar Pujari | Nil |
| 35. | 17/2A/35 | 258.75 | Class I | Shangrila Garden CHSL | Dhanashree Dilip Koparde and Dilip Krishnaki Koparde |
| 36. | 17/2A/36 | 357.5 | Class I | Shangrila Garden CHSL | Sheela Prakash, Leena Prakash and Prashant Kumar |
| 37. | 17/2A/37 | 261.43 | Class I | Shangrila Garden CHSL | Leena Prakash |
| 38. | 17/2A/38 | 250.86 | Class I | Shangrila Garden CHSL | Ashalata Ramchandra Dhongade |
| 39. | 17/2A/39 | 264 | Class I | Shangrila Garden CHSL | Neelam Arvindkumar Bhatia |
| 40. | 17/2A/40 | 261 | Class I | Shangrila Garden CHSL | Rajesh Laxman Kamble and Sushma Rajesh Kamble |
| 41. | 17/2A/41 | 260.86 | Class I | Shangrila Garden CHSL through Bharti Sundar Pujari | Nil |
| 42. | 17/2A/42 | 236.41 | Class I | Shangrila Garden CHSL | Alka Diwakar Tipre and Divakar Trimbak Tipre |
| 43. | 17/2A/43 | 236 | Class I | Shangrila Garden CHSL | Nil |
| 44. | 17/2A/44 | 236 | Class I | Shangrila Garden CHSL | Bharat Laxmichand Maru |
| 45. | 17/2A/45 | 236 | Class I | Shangrila Garden CHSL | Anjali Chaitanya Koranane |
| 46. | 17/2A/46 | 236 | Class I | Shangrila Garden CHSL through Padmakar Anant Oak | Nil |
| 47. | 17/2A/47 | 236 | Class I | Shangrila Garden CHSL | Darshana Manoj Naik |
| 48. | 17/2A/48 | 236 | Class I | Shangrila Garden CHSL and Prashant Padmakar Ghaisas and Ravind Ananat Ghaisas | |
| 49. | 17/2A/49 | 236 | Class I | Shangrila Garden CHSL | Ajit Harishankar Manjrekar |
| 50. | 17/2A/50 | 236 | Class I | Shangrila Garden CHSL | Arvind Laxman Joshi |

Pradip Garach

Advocate

High Court, Bombay

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| 51. | 17/2A/51 | 236 | Class I | Shangrila Garden CHSL through Dipti Yogesh Suvarna | Nil |
| 52. | 17/2A/52 | 236 | Class I | Shangrila Garden CHSL | Pradip Vitthal Pandit |
| 53. | 17/2A/53 | 261.53 | Class I | Shangrila Garden CHSL | Swati Prakash Kulkarni |
| 54. | 17/2A/54 | 260 | Class I | Shangrila Garden CHSL | Varun Sanjay Hiraskar |
| 55. | 17/2A/55 | 260 | Class I | Shangrila Garden CHSL | Geeta Sanjay Hiraskar |
| 56. | 17/2A/56 | 260 | Class I | Shangrila Garden CHSL | Chetan Sanjay Hiraskar |
| 57. | 17/2A/57 | 260 | Class I | Shangrila Garden CHSL | Sunita Dilip Musle |
| 58. | 17/2A/58 | 260 | Class I | Shangrila Garden CHSL | Sanjay Govindrao Hiraskar |
| 59. | 17/2A/59 | 260 | Class I | Shangrila Garden CHSL | Snehal Sunil Nerurakar |
| 60. | 17/2A/60 | 260 | Class I | Shangrila Garden CHSL | Dipti Yogesh Suvarna |
| 61. | 17/2A/61 | 260 | Class I | Shangrila Garden CHSL | Asha Shankar Devle |
| 62. | 17/2A/62 | 235 | Class I | Shangrila Garden CHSL through Rishikesh Sundar Pujari | Nil |
| 63. | 17/2A/63 | 238 | Class I | Shangrila Garden CHSL | Jasumati Ramesh Mistry |
| 64. | 17/2A/64 | 324.8 | Class I | Shangrila Garden CHSL | Vilas Prabhakar Jog HUF |
| 65. | 17/2A/65 | 386.4 | Class I | Shangrila Garden CHSL | Nil |
| 66. | 17/2A/66 | 367.89 | Class I | Shangrila Garden CHSL through Tippanna Fakirappa Honga | Nil |
| 67. | 17/2A/67 | 396.5 | Class I | Shangrila Garden CHSL | Anil Balkrishna Ghaisas |
| 68. | 17/2A/68 | 471.2 | Class I | Shangrila Garden CHSL | Ranjana Vikram Pawar |
| 69. | 17/2A/69 | 304.95 | Class I | Shangrila Garden CHSL | Vilas Prabhakar Jog HUF |
| 70. | 17/2A/70 | 243.2 | Class I | Shangrila Garden CHSL | Prakash Narsingrao Kulkarni |
| 71. | 17/2A/71 | 3283.5 | Class I | Shangrila Garden CHSL - Open Space - | Subject to the provision of Section 63/1A of Maharashtra Tenancy and Agricultural Lands Act 1948 |
| 72. | 17/2A/72 | 4926 | Class I | Shangrila Garden CHSL - Amenity Space | Nil |
| 73. | 17/2A/73 | 3752.41 | Class I | Shangrila Garden CHSL | Subject to the provision of Section 63/1A of Maharashtra Tenancy and Agricultural Lands Act 1948 |

| | | | | | |
|-----|----------|---------|---------|---|--|
| 74. | 17/2A/74 | 2517.36 | Class I | Sanmit Anand Pujari, Shangrila Garden CHSL Sunder Narayan Pujari, Madhav Narayan, Shailakshi Anand Pujari | Subject to the provision of Section 63/1A of Maharashtra Tenancy and Agricultural Lands Act 1948 |
|-----|----------|---------|---------|---|--|

XII) MISCELLANEOUS / Other Observations

52. I have been instructed not to issue any Public Notice calling for Third Party claim if any in respect of the said Property.
53. I assume that technical due diligence in respect of the Property and the construction thereon as regards requisite approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR utilized/loaded, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.
54. The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
55. The aspects of zoning, permitted user, reservations/set back, Development Potential /Floor Space Index and developability of the said Property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include considering he aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc. thereof.
56. I have prepared Legal Title Report and Flow of Title of the said Property based on the copies of documents made available for my inspection Limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by and limited to the information provided to me. Any variance of the facts or of law may cause a corresponding in my Legal Title Report vis-à-vis Flow of Title.

XIII) CONCLUSION

57. On the basis of Title documents and Revenue Records viz. 7/12 extracts (Record of Rights) and Mutation Entries of all that said Property, I am of the opinion that
- (I) Shangrila Garden Co-operative Housing Society Limited is well and sufficiently entitled to the said Property as Owner thereof, and Ownership of the said Society is subject to;
- (a) the leasehold rights and the possessory rights of the Members of the said Society to their respective plots ;
- (b) the right of said Sunder Narayan Pujari to avail Transferable Development rights in respect of the portion of the said Property, which is affected by 18 meters D. P. Road, as per the Development Control Rules of Pune Municipal Corporation for his own use and benefit;
- (c) the easementary right of way through the D. P. Road, as shown in the sanctioned layout plan, vide No. DPO/7769/C/523 dated 10th

November, 2011 of the said Property have been granted to and in favour of Sundar Narayan Pujari for the purpose of ingress and egress through the said Property for the beneficial enjoyment of the balance portion of Survey No. 17/2 being land/area admeasuring 4,150 square metres owned by Sundar Narayan Pujari, in terms of the Deed of Easement dated 26th September, 2003 registered with the Office of Sub- Registrar of Assurances under Serial No. HVL-15-3585 read with Gift Deed dated 15th April, 2011 registered with the Office of Sub-Registrar of Assurances under Serial No. 3092 of 2011 and

58. On perusal of the above mentioned Title documents, Revenue Records, Search Reports and all other ancillary relevant documents relating to title of the said Property, and in view of what is all set out in Flow of Title being Annexure-A hereto based on findings stated therein and relying on information and representations, I am of further opinion that, save and except as agreed under said Development Agreement dated 27/04/2024 respective entitlements of Owners Society, Sunder Narayan Pujari and Existing Members in the Project on the said Property, title of the Goel Ganga Ventures India Private Limited acting through its authorised signatories (i) Annuj Umesh Goel and (ii) Macrotech Developers Limited being the Promoter/Developer, is well and sufficiently entitled to irrevocable and complete development rights to develop the said Property by utilising and consuming the whole of the Development Potential (in present and / or future) for the construction and development thereof, at the sole discretion of the Developer, and further the Developer shall be entitled to have and retain the remaining flats/premises/units comprising the Project on the said Property more particularly described in First Schedule thereunder written i.e. Developer's Entitlement and sell, lease, licence or otherwise dispose of the Premises comprising such Developer's Entitlement in the manner provided in said registered Development Agreement dated 27/04/2024 under Sr. No. HVL22-9346-2024 between Shangrila Garden Co-operative Housing Society Limited represented by its Committee Members Chairman, Secretary and 5 others members (Owner Society) and Sunder Narayan Pujari (Sunder) and all persons who are the present lessee/ members of the Owner Society holding Share Certificate issued by the said Society (Existing Members) and Goel Ganga Ventures India Private Limited through its authorised signatories (i) Anuj Umesh Goel, (ii) Macrotech Developers Limited (Developer) subject to pending Litigation.

Dated this 28th day of June, 2024.



(Pradip Garach)

Advocate High Court, Bombay