

To,

MahaRERA
109 - 113, Maharaja Sayajirao Gaikwad Udyog Bhavan,
Aundh,
Pune - 411007.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of land admeasuring 42237.06 sq. mtrs. bearing Survey No. 13/3 to 19/Plot No. 2 situated at Village Balewadi, Taluka Haveli, Pune City, District Pune, within the limits of Pune Municipal Corporation ("said Property").

1. We have investigated the title of the said Property on the request of Keywest Realty Private Limited and following documents, i.e.:

- a) Description of property: all that piece and parcel of land admeasuring 42237.06 sq. mtrs. bearing Survey No. 13/3 to 19/Plot No. 2 situated at Village Balewadi, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property").
- b) Deed of Conveyance dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6941/2019 made and entered into between Banabai Moru Balwadkar and others with Vascon Engineers Limited, Flora Facilities Private Limited, Phoenix Habitats Private Limited, Garood Developerz LLP (herein referred to as Vendors and Keywest Realty Private Limited therein referred to as Purchaser in respect of all that piece and parcel of land admeasuring 42237.06 sq. mtrs. bearing Survey No. 13/3 to 19/Plot No. 2 situated at Village Balewadi, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Larger Property").
- c) Irrevocable Power of Attorney dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6942/2019 executed by Banabai Moru Balwadkar and others with Vascon Engineers Limited, Flora Facilities Private Limited, Phoenix Habitats Private Limited and Garood Developerz LLP thereby appointing Keywest Realty Private Limited as their lawful attorney to do all the necessary acts, deeds and things related to the said Larger Property.



d) Confirmation to Deed of Conveyance dated 15 February 2020 registered with the office of Sub-Registrar of Assurances, Haveli No. 13, at Serial No. 2406/2020 made and entered into between Banabai Moru Balwadkar and others with Vascon Engineers Limited, Flora Facilities Private Limited, Phoenix Habitats Private Limited, Garood Developerzss LLP therein referred to as the Vendors and Keywest Realty Private Limited therein referred to as the Purchaser in respect of the said Larger Property

e) Latest 7/12 extract of said Property reflecting said Property issued by the Talathi Office, Balewadi on 19 January 2021. The name of Keywest Realty Pvt. Ltd. is in the process of being updated in the record of rights and the 7/12 extract is still in the name of the previous holders.

f) Search Report for the said Property by Mr. Kailash Thorat, Advocate issued for:

- 30 years from 1989 till 2018 dated 11 October 2018
- 30 years from 2018 till 2019 dated 14 May 2019 and
- 3 years from 2019 to 2021 dated 23 March 2021.

2. On perusal of the abovementioned documents and all other relevant documents relating to the title of the said Property, we are of the opinion that subject to whatever is stated by us in the Title Certificate dated 12 April 2019 followed by a Supplementary Title Certificate dated 30 May 2019 and the Second Supplementary Title Certificate dated 24 March 2021 the title of Keywest Realty Private Limited is clear and marketable but subject to the rights of Kotak Mahindra Investments Limited created vide:

- Deed of Mortgage dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6954/2019 made and entered into between Keywest Realty Private Limited and Kasturi Realty as the Mortgagors, Keywest Realty Private Limited as the Borrower and Kotak Mahindra Investments Limited as the Lender, and
- Indenture of Mortgage without delivery of possession dated 20 March 2021 registered with the office of Sub-Registrar of Assurances, Haveli No. 5, at Serial No. 3246/2021 made and entered into between Keywest Realty Private Limited and Kotak Mahindra Investments Ltd as the Mortgagee.



Details of the mortgage and/or charge/s existing on the said Property are more particularly listed in the Title Certificate dated 12 April 2019, a Supplementary Title Certificate dated 30 May 2019 and a Second Supplementary Certificate dated 24 March 2021 annexed herewith as Annexures A, B and C.

3. Owner of the said Property is Keywest Realty Private Limited.
4. Comments:
 - (i) The mutation of Keywest Realty Private Limited as the owner of the said Property on the 7/12 extract is under progress.
 - (ii) Outstanding charge of Kotak Mahindra Investments Limited created vide (a) Deed of Mortgage dated 24 April 2019 and (b) Indenture of Mortgage without delivery of possession dated 20 March 2021 created over a portion admeasuring 23,186.01 sq. mtrs. out of the said Larger Property.
5. The Title Certificate dated 12 April 2019, Supplementary Title Certificate dated 30 May 2019 and Second Supplementary Certificate dated 24 March 2021 issued in respect of the said Property reflecting the flow of the title of the Owner/Promoter in respect of the said Property are enclosed herewith as Annexures A, B and C

Dated this 25th day of March 2021.

For Hariani & Co.

A. Hariani

Partner

End: Annexures as above



ANNEXURE ATITLE CERTIFICATE

To,
 Keywest Realty Private Limited,
 1, Adams Court, 2nd Floor, Baner,
 Pune 411045

Re: All that place and parcel of land admeasuring 42,237.05 Sq. Mtrs. comprising of (i) Plot No. 2 admeasuring 23,188.01 Sq. Mtrs., (ii) area admeasuring 10,000 sq.mtrs. under Garden reservation, (iii) area admeasuring 2,698.97 sq.mtrs. under 24 Mtrs. wide D.P. Road, (iv) area admeasuring 4060.03 sq.mtrs. under River Protection Bell and (v) area admeasuring 2,292.04 sq.mtrs. under River Pad reservation out of land admeasuring in the aggregate 7 Hectare 57 Area i.e. 75,700 sq. mtrs. situated at Village Balewadi, Taluka Havell, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property"), the particulars of which are as follows:

Sr. No.	Survey No.	Area	Referred to as
1	13/3	25 Ares	"Property No. 1"
2	13/4	78 Ares	"Property No. 2"
3	13/5	35 Ares	"Property No. 3"
4	13/6	11 Ares	"Property No. 4"
5	13/7	9 Ares	"Property No. 5"
6	13/8/1	4.5 Ares	"Property No. 6"
7	13/8/2	4.5 Ares	"Property No. 7"
8	13/9	74 Ares	"Property No. 8"
9	13/10	19 Ares	"Property No. 9"
10	13/11	25 Ares	"Property No. 10"
11	13/12	83 Ares	"Property No. 11"
12	13/13B/1	31.5 Ares	"Property No. 12"
13	13/13B/2	31.5 Ares	"Property No. 13"
14	13/14	46 Ares	"Property No. 14"
15	13/15	52 Ares	"Property No. 15"
16	13/16	50 Ares	"Property No. 16"
17	13/17	51 Ares	"Property No. 17"
18	13/18	52 Ares	"Property No. 18"
19	13/19	75 Ares	"Property No. 19"

The said Property Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are hereinafter collectively referred to as "the said Properties".

1. Title Documents:

For the purpose of this Title Certificate, we have perused the following documents (originals and/or copies as stated below) and have relied upon the contents being true and correct:-

1. Property Nos. 1, 5 and 9 [Survey No. 13 Hissa No. 3, Survey No. 13 Hissa No. 7 and Survey No. 13 Hissa No. 10]:-

1. Photocopies of 7/12 Extracts of Survey No.13/3 for the years 1965 to 2015.

2. Photocopies of 7/12 Extracts of Survey No.13/7 for the years 1953 to 2015.
3. Photocopies of 7/12 Extracts of Survey No.13/10 for the years 1985 to 2017.
4. Photocopies of the Mutation Entry Nos : 676, 770, 1033, 1652, 2958, 7874 and 8482.
5. Photocopy of Order dated 13 December 1988, bearing No.THO/VATAP/SR/16/88, passed under Section 85 of Maharashtra Land Revenue Code, by the Tehsildar Haveli, Pune.
6. Photocopy of Development Agreement dated 23 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6151/2002, executed by Gajanan Laxman Balwadkar and 12 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarao Garud and consented by Ravindra Babanrao Garudkar.
7. Photocopy of General Power of Attorney dated 23 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6153/2002, executed by Gajanan Laxman Balwadkar and 13 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarao Garud.
8. Photocopy of Release Deed dated 23 July 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6154/2002, executed by Indubal Vilthal Mungese and Others in favour of Gajanan Laxman Balwadkar.
9. Photocopy of Release Deed dated 23 July 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6156/2002, executed by Mangal Ramesh More and Others in favour of Rajendra Gajanan Balwadkar.
10. Photocopy of Order dated 26 January 2005 in Case bearing No. 1657-BA, passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
11. Photocopy of Deed of Confirmation dated 14 July 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.4898/2005, executed by Gajanan Laxman Balwadkar and Others in favour of Garud Developers Private Limited.
12. Photocopy of Indemnity dated 14 July 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.4897/2005, executed by Gajanan Laxman Balwadkar and Others in favour of Garud Developers Private Limited.
13. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.

II. Property No. 2 [Survey No. 13 Hissa No. 4]:-

1. Photocopies of 7/12 Extracts of Survey No.13/4 for the years 1985 to 2015.
2. Photocopies of 7/12 Extracts of Survey No.13/4 for the years 2014 to 2017.
3. Photocopies of the Mutation Entry Nos.: 676, 770, 856, 4869, 5682, 5579, 7874 and 8482.



4. Photocopy of Development Agreement dated 18 September 2001 registered with the Office of Sub Registrar Haveli No.4, at Serial No.10801/2001 made and executed between Balu Raghu Balwadkar and 6 others alongwith Bhagwan Raghu Balwadkar, Ravindra Babanrao Balwadkar and Neelam Ravindra Garudkar as Consenting Parties and Shri Sal Associates.
5. Photocopy of Power of Attorney dated 18 September 2001 registered with the Office of Sub Registrar Haveli No.4, at Serial No.10806/2001 executed between Balu Raghu Balwadkar and 6 others in favour of Shri Sal Associates.
6. Photocopy of Transfer/Assignment of Development Rights Agreement 7 August 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6700/2002, executed by and between Shri Sal Associates alongwith Balu Raghu Balwadkar and 9 others and Garud Developers Private Limited.
7. Photocopy of General Power of Attorney dated 7 August 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6701/2002, executed by Shri Sal Associates alongwith Balu Raghu Balwadkar and 9 others appointing Garud Developers Private Limited.
8. Photocopy of Development Agreement dated 1 October 2002 registered with the Office of Sub Registrar Haveli No.4, at Serial No.8427/2002, executed by and between Bhagwan Raghu Balwadkar and 5 others alongwith Ravindra Babanrao Garudkar and Garood Developers Private Limited.
9. Photocopy of General Power of Attorney dated 1 October 2002 registered with the Office of Sub Registrar Haveli No.4, at Serial No.8428/2002, executed by Bhagwan Raghu Balwadkar and 5 others alongwith Ravindra Babanrao Garudkar appointing Garood Developers Private Limited.
10. Photocopy of Development Agreement dated 24 December 2002 registered with the Office of Sub Registrar Haveli No.4, at Serial No.11048/2002, executed by and between Balu Raghu Balwadkar and 5 others alongwith Ravindra Babanrao Garudkar and Garood Developers Private Limited.
11. Photocopy of General Power of Attorney dated 24 December 2002 registered with the Office of Sub Registrar Haveli No.4, at Serial No.11049/2002, executed by Balu Raghu Balwadkar and 5 others alongwith Ravindra Babanrao Garudkar appointing Garood Developers Private Limited.
12. Photocopy of Deed of Consent Without Consideration, dated 23 December 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.11051/2002, executed by Balu Raghu Balwadkar and 5 others in favour of Garood Developers Private Limited.
13. Photocopy of Deed of Confirmation-Cum Supplementary Agreement, dated 23 December 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.11053/2002, executed by Balu Raghu Balwadkar and 5 others in favour of Garood Developers Private Limited.
14. Photocopy of General Power of Attorney dated 23 December 2002 registered with the Office of Sub Registrar Haveli No.4, at Serial No.



11054/2002, executed by Balu Raghu Balwadkar and 5 others appointing Garud Developers Private Limited.

15. Photocopy of Release Deed Without Consideration, dated 26 December 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.11055/2002, executed by Rajashree Ganesh Rakshe in favour of Kiran Balu Balwadkar and Anr.
16. Photocopy of Deed of Consent Without Consideration, dated 4 August 2003, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6701/2003, executed by Vanashree Ganesh Balwadkar and others in favour of Garud Developers Private Limited.
17. Photocopy of Development Agreement, dated 5 January 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.165/2005, executed by Balu Raghu Balwadkar and others in favour of Garud Developers Private Limited.
18. Photocopy of Power of Attorney, dated 5 January 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.166/2005, executed by Balu Raghu Balwadkar and others in favour of Garud Developers Private Limited.
19. Photocopy of Declaration Cum Indemnity, dated 7 January 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.167/2005, executed by Balu Raghu Balwadkar and others.
20. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.

III. Property No. 3 (Survey No. 13 Hisaa No. 5):-

- a. Photocopies of 7/12 Extracts of Survey No. 13/5A for the years 1930 to 1963.
- b. Photocopies of 7/12 Extracts of Survey No. 13/5B for the years 1930 to 1963.
- c. Photocopies of 7/12 Extracts of Survey No.13/5 for the years 1953 to 2015.
- d. Photocopies of 7/12 Extracts of Survey No.13/5 for the years 2016 to 2019.
- e. Photocopies of the Mutation Entry Nos.: 113, 317, 389, 464, 499, 525, 676, 637, 770, 839, 866, 1693, 6500, 7874, 8163 and 8861.
- f. Photocopy of Sale Deed dated 19 May 1956 registered with the Office of Sub Registrar Haveli No. 1, at Serial No. 812/1956, executed by Moru Hari Balwadkar and another in favour of Nirvutti Genu Balwadkar.
- g. Photocopy of Development Agreement dated 9 October 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 9621/2002, executed by Nirvutti Genu Balwadkar in favour of Garud Developers Private Limited represented through its Chairman and Managing Director Hemant Bhaikarrao Garud alongwith Rukminibai Nirvutti Balwadkar and 9 others as the Consenting Parties.



h. Photocopy of General Power of Attorney dated 9 October 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 8622/2002, executed by Nirutti Genu Balwadkar and 9 others in favour of Hemant Bhaskarao Ganud the Chairman and Managing Director of Ganud Developers Private Limited.

i. Photocopy of Deed of Cancellation of Development Agreement dated 2 June 2003 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4517/2003, made and entered into between (1) Nirutti Genu Balwadkar Hindu Undivided Family, (2) Ramdas Nirutti Balwadkar Hindu Undivided Family and (3) Dyanoba Nirutti Balwadkar Hindu Undivided Family as the party of the First Part and Jayant Maneklal Lunawat as the party of the Second Part.

j. Photocopy of Deed of Cancellation of Power of Attorney dated 2 June 2003 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4518/2003, made and entered into between (1) Shahaji Nirutti Balwadkar Hindu Undivided Family, (2) Rajaram Nirutti Balwadkar Hindu Undivided Family, (3) Vijay Nirutti Balwadkar Hindu Undivided Family, (4) Sanjay Nirutti Balwadkar Hindu Undivided Family, (5) Nirutti Genu Balwadkar Hindu Undivided Family, (6) Ramdas Nirutti Balwadkar Hindu Undivided Family and (7) Dyanoba Nirutti Balwadkar Hindu Undivided Family as the party of the First Part and Jayant Maneklal Lunewat as the party of the Second Part. Deed of Cancellation of Power of Attorney registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4519/2003.

k. Photocopy of Redemption/Release of Mortgage Deed dated 25 June 2007 registered with the Office of Sub Registrar Haveli No.19, at Serial No. 4918/2007, made and entered into between Garood Developers Private Limited (formerly known as Ganud Developers Private Limited) as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee.

l. Photocopy of Consent Deed Without Consideration dated 21 February 2019, registered on 20 March 2019 with the Office of Sub Registrar Haveli No. 23, at Serial No. 5374/2019 executed by Yamunabai Tayaram Dudhane and others in favour of Garood Developers LLP.

m. Photocopy of Power of Attorney dated 21 February 2019 registered on 20 March 2019 with the Office of Sub Registrar Haveli No. 23, at Serial No. 5375/2019 executed by Yamunabai Tayaram Dudhane and others in favour of Garood Developers LLP.

n. Photocopy of Power of Attorney dated 22 February 2019, registered with the Office of Sub Registrar Haveli No. 17, at Serial No. 2065/2019 executed by Yamunabai Tayaram Dudhane and others in favour of Garood Developers LLP.

o. Original Search Report dated 11 October 2018 issued by Adv. Kailesh Thorat.

IV. Property Nos. 4 and 10 [Survey No. 13 Hissa No. 6 and Survey No. 13 Hissa No. 11]:-

1. Photocopies of 7/12 Extracts of Survey No.13/6 for the years 1985 to 2015.
2. Photocopies of 7/12 Extracts of Survey No.13/11 for the years 1985 to 2017.



3. Photocopies of the Mutation Entry Nos.: 676, 770, 3109, 3153, 5677 and 7874.
4. Photocopy of Deed of Partition dated 18 November 1993, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6450/1993, executed by and between Genu Kanhu Balwadkar and Others.
5. Photocopy of Development Agreement dated 5 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6695/2003, executed by Parvatibai Genu Balwadkar and 7 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud and consented by Ravindra Babanrao Garudkar and consented by Nivrutti Hari Balwadkar and others and Ravindra Babanrao Garudkar.
6. Photocopy of General Power of Attorney dated 5 August 2003, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.8696/2003, executed by Parvatibai Genu Balwadkar and 8 others thereby appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
7. Photocopy of a Release Deed dated 5 August 2003, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.8697/2003, executed by Kamla Bai Raghunath Kete and Others in favour of Maruti Genu Balwadkar and Another.
8. Photocopy of Order dated 26 January 2005, in Case bearing No. 1863-BA, under Section 8(4) of ULC Act, passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
9. Original Search Report dated 11 October 2018 issued by Adv. Kallash Thorat.

V. Property Nos. 6, 7, 12 and 13 [Survey No. 13 Hissa No. 8/1, Survey No. 13 Hissa No. 8/2, Survey No. 13 Hissa No. 13B/1 and Survey No. 13 Hissa No. 13B/2].:-

1. Photocopies of 7/12 Extracts of Survey No.13/8 for the years 1993 to 2010.
2. Photocopies of 7/12 Extracts of Survey No.13/13B for the years 1953 to 2009.
3. Photocopies of 7/12 Extracts of Survey No.13/8/1 for the years 2008 to 2015 and Survey No.13/13B/1 for the years 2010 to 2017.
4. Photocopies of 7/12 Extracts of Survey No.13/8/2 for the years 2008 to 2015 and Survey No.13/13B/2 for the years 2010 to 2017.
5. Photocopies of Mutation Entry Nos.: 676, 677, 770, 893, 1044, 3807, 5968, 7007, 7304 and 7874.

List of documents with respect to the said Property No.6 and 12:-

6. Photocopy of Release Deed dated 8 January 2010, registered with the Office of Sub Registrar Haveli No.18 at Serial No.304/2010, executed by



Shakubai alias Sakhubai Namdev Kaspate and Others in favour of Dinkar Kondiba Balwadkar.

7. Photocopy of Release Deed dated 8 January 2010, registered with the Office of Sub Registrar Haveli No.18 at Serial No.305/2010, executed by Kashinath Vishwanath Dhankude and Others in favour of Dinkar Kondiba Balwadkar.
8. Photocopy of Agreement To Sell dated 6 April 2010, registered with the Office of Sub Registrar Haveli No.2, at Serial No.2999/2010, executed by Dinkar Kondiba Balwadkar and Others in favour of Vascon Engineers Limited and Phoenix Habitals Private Limited.
9. Photocopy of Power of Attorney dated 6 April 2010, registered with the Office of Sub Registrar Haveli No.2, at Serial No.3000/2010, executed by Dinkar Kondiba Balwadkar and Others in favour of Vascon Engineers Limited and Phoenix Habitals Private Limited.
10. Photocopy of Deed of Correction dated 7 May 2010, registered with the Office of Sub Registrar Haveli No.2, at Serial No.4044/2010, executed by Dinkar Kondiba Balwadkar and Others in favour of Vascon Engineers Limited and Phoenix Habitals Private Limited.
11. Photocopy of Declaration dated 1 December 2010, registered with the Office of Sub Registrar Haveli No.2, at Serial No.10551/2010, executed by Dinkar Kondiba Balwadkar and Others in favour of Vascon Engineers Limited and Phoenix Habitals Private Limited.
12. Photocopy of Sale Deed dated 2 July 2011, registered with the Office of Sub Registrar Haveli No.2 at Serial No.7420/2011, executed by Chandrabhaga Dinkar Balwadkar and Others in favour of Vascon Engineers Limited and Phoenix Habitals Private Limited.

List of documents with respect to the said Property No.7 and 13:-

13. Photocopy of Development Agreement dated 17 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.5985/2002, executed by Mandabai Sitaram Balwadkar and 8 others in favour of Garood Developpeers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud.
14. Photocopy of General Power of Attorney dated 17 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.5996/2002, executed by Mandabai Sitaram Balwadkar and 8 others in favour of Garood Developpeers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud.
15. Photocopy of Development Agreement 19 June 2007 registered with the Office of Sub Registrar Haveli No.15, at Serial No 4519/2007, executed by and between Garood Developpeers Private Limited, M/s Vascon Engineers Limited and M/s. Phoenix Habitals Private Limited.
16. Photocopy of General Power of Attorney dated 19 June 2007 registered with the Office of Sub Registrar Haveli No.15, at Serial No.4519/2007, executed



by Garood Developers Private Limited appointing M/s. Vascon Engineers Limited and M/s. Phoenix Habitals Private Limited.

17. Photocopy of Deed of Confirmation dated 28 January 2010, registered with the Office of Sub-Registrar Haveli No.19, at Serial No.823/2010, executed by Baban Sitaram Balwadkar and Others in favour of Garood Developers Private Limited.
18. Photocopy of Sale Deed dated 1 November 2016, registered with the Office of Sub-Registrar Haveli No.8, at Serial No.8020/2016, executed by Baban Sitaram Balwadkar and Others in favour of Garood Developers Private Limited.

List of documents discovered in Search Report dated 11th October 2018 issued by Adv. Kailash M. Thorat and documents related thereto:-

19. Photocopy of Sale Deed dated 2 August 1995, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6832/1995, executed by Baban Sitaram Balwadkar and Another in favour of Nandakumar Shankarrao Kokate and Others.
20. Photocopy of Deed of Correction dated 19 June 2017, registered with the Office of Sub-Registrar Haveli No.5, at Serial No.5194/2007, executed by Nandakumar Shankarrao Kokate and Others in favour of Baban Sitaram Balwadkar represented through Garood Developers Private Limited.
21. Photocopy of Deed of Consent Without Consideration dated 19 June 2017, registered with the Office of Sub-Registrar Haveli No.5, at Serial No.5199/2007, executed by Nandakumar Shankarrao Kokate and Others in favour of Garood Developers Private Limited.
22. Photocopy of Deed of Declaration dated 6 April 2008, registered with the Office of Sub Registrar Haveli No.9, at Serial No.3038/2008, executed by Bhausaheb Namdeo Vidhate.
23. Photocopy of Deed of Confirmation dated 2 June 2008, registered with the Office of Sub Registrar Haveli No.9, at Serial No.4578/2008, executed by Baban Sitaram Balwadkar and Others in favour of Bhausaheb Namdeo Vidhate.
24. Photocopy of Development Agreement dated 29 December 2007, registered with the Office of Sub Registrar Haveli No.19, at Serial No.2425/2008, executed by Baban Sitaram Balwadkar and Others represented through their constituted attorney Ganesh Suresh Pataskar in favour of M/s. Subhash Kadam and Associates.
25. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.

VI. Property No. 8 (Survey No. 13 Hissa No. 9):-

1. Photocopies of 7/12 Extracts of Survey No.13/9 for the years 1953 to 1959 and 1965 to 2015.



2. Photocopies of the Mutation Entry Nos.: 676, 770, 866, 1153, 1396, 1696, 7874, 8213 and 8482.
3. Photocopy of Order bearing No.THOVATAP/79/85, dated 28 June 1986, passed by the Tehsildar Haveli.
4. Photocopy of Development Agreement dated 14 June 2001, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6782/2001, executed by Nivrutti Hari Balwadkar and 11 others in favour of Subhash Tipanna Nelge.
5. Photocopy of Power of Attorney dated 14 June 2001, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6783/2001, executed by Nivrutti Hari Balwadkar and 11 others in favour of Subhash Tipanna Nelge.
6. Photocopy of Deed of Correction dated 13 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.10619/2002, executed by and between Nivrutti Hari Balwadkar and 11 others through their constituted attorney Subhash Tipanna Nelge and Subhash Tipanna Nelge.
7. Photocopy of Deed of Correction dated 13 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.10620/2002, executed by and between Nivrutti Hari Balwadkar and 11 others through their constituted attorney Subhash Tipanna Nelge and Subhash Tipanna Nelge.
8. Photocopy of Development Agreement dated 13 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.10621/2002, executed by Subhash Tipanna Nelge, Nivrutti Hari Balwadkar and 11 others through their constituted attorney Subhash Tipanna Nelge in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarao Garud and consented by Nivrutti Hari Balwadkar and others and Revindra Babanrao Garudkar.
9. Photocopy of General Power of Attorney dated 13 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.10873/2002, executed by Subhash Tipanna Nelge and 13 Others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarao Garud.
10. Photocopy of Order dated 31 December 2004, passed in Case bearing No. 1658-B4, under Section 8(4) of ULC Act, by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
11. Photocopy of Order dated 14 December 2018 bearing no. EPherphari SR/ Ballewadi/No.155/2/2018 issued by the Tehsildar, Haveli.
12. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.
13. Photocopy of Birth Certificate dated 12 October 2018 issued by the Health Department of Pune Municipal Corporation.

VII. Property No. 11 (Survey No. 13 Hissa No. 12):-

- a. Photocopies of 7/12 Extracts of Survey No.13/12 for the years 1943 to 1953, 1953 to 1965, 1965 to 1981, 1981 to 1994, 1993 to 2010, 2010 to 2016 and 2014 to 2017



- b. Photocopies of the Mutation Entry Nos.: 386, 429, 676, 677, 770, 790, 5509, 7588, 7889, 7890, 7874, 8332 and 9505.
- c. Photocopy of Agreement to Sell dated 27 September 2012, registered with the Office of Sub Registrar Haveli No. 2, at Serial No. 7985/2012, executed by and between Muridhar Gangaram Ghanwat and others as the Vendors and (1) Flora Facilities Private Limited and (2) Phoenix Habitats Private Limited as the Purchasers.
- d. Photocopy of Power of Attorney dated 26 September 2012, registered with the Office of Sub Registrar Haveli No. 2, at Serial No. 7986/2012, executed by Muridhar Gangaram Ghanwat and others appointing 1) Flora Facilities Private Limited and (2) Phoenix Habitats Private Limited.
- e. Photocopy of Release Deed without Consideration dated 17 October 2012 registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 9716/2012 executed by (1) Haussabai Narayan Konde since deceased represented by (1) Suresh Narayan Konde and (2) Subhadraibai Shankar Babar as the Releasors therein and (1) Muridhar Gangaram Ghanwat and (2) Vitthal Gangaram Ghanwat as the Releasees.
- f. Photocopy of Release Deed without Consideration dated 20 October 2012, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 9717/2012, executed by Rohidas Muridhar Pople and others as the Releasors in favour of Muridhar Gangaram Ghanwat and another as the Releasees.
- g. Photocopy of Deed of Release dated 23 October 2012, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 9788/2012, executed by Krushnabai Sopanrao Ghule as the Releasor in favour of Muridhar Gangaram Ghanwat and another as the Releasees.
- h. Release Deed without Consideration dated 18 March 2013 registered with the Office of Sub Registrar Haveli No. 16, at Serial No. 2351/2013 executed by Rajlaxmi Sampat Ghanwat as the Releasor therein and (1) Sampat Vitthal Ghanwat for himself and Natural Guardian of Indrajit and Satyajit Sampat Ghanwat as the Releasee.
- i. Photocopy of Deed of Release without Consideration dated 11 October 2013, registered with the Office of Sub Registrar Haveli No. 16, at Serial No. 8305/2013, executed by Ranjana Panditrao Botre and another as the Releasors in favour of Sampat Vitthal Ghanwat and another as the Releasees.
- j. Photocopy of Sale Deed dated 18 October 2013 registered with the Office of Sub Registrar Haveli No. 2, at Serial No. 8345/2013, executed by and between Muridhar Gangaram Ghanwat and others as the Vendors therein and Flora Facilities Private Limited and Phoenix Habitats Private Limited as the Purchasers therein.
- k. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.



VIII. Property No. 14 [Survey No. 13 Hissa No. 14]:-

- a. Photocopies of 7/12 Extracts of Survey No.13/14 for the years 1953 to 2017.
- b. Photocopies of the Mutation Entry Nos.: 525, 876, 711, 770, 1153, 4629, 7874 and 8482.
- c. Photocopy of Development Agreement dated 19 August 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 7087/2002, executed by Banabai Moru Balwadkar and 8 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud and Ravindra Babanrao Garudkar as Consenting Party.
- d. Photocopy of General Power of Attorney dated 19 July 2002, registered on 19 August 2002 with the Office of Sub Registrar Haveli No. 4, at Serial No. 7088/2002, executed by Banabai Moru Balwadkar and 9 others thereby appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
- e. Photocopy of Acknowledgement Receipt dated 5 April 2003, executed by Banabai Moru Balwadkar and 8 others.
- f. Order dated 31 December 2004 in Case bearing No. 1659-3A, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
- g. Original Search Report dated 11 October 2018 issued by Adv. Kalsabh Thorat.

IX. Property No. 15 [Survey No. 13 Hissa No. 15]:-

- a. Photocopies of 7/12 Extracts of Survey No.13/15 for the years 1953 to 2017.
- b. Photocopies of 7/12 Extracts of Survey No.13/15 for the years 2014 to 2017.
- c. Photocopies of 7/12 Extracts of Survey No.13/15 for the years 2016 to 2019.
- d. Photocopies of the Mutation Entry Nos.: 876, 711, 770, 857, 1696, 2680, 5576, 7874 and 8905.
- e. Certified copy of Sale Deed dated 11 December 1959, registered with the Office of Sub Registrar Haveli No. 1, at Serial No. 1867/1959, executed by Sopana Hari Balwadkar and Narayan Vilhu Balwadkar.
- f. Certified copy of Sale Deed dated 12 April 1987, registered with the Office of Sub Registrar Haveli No. 1, at Serial No. 1340/1987, executed by Ramchandra Narayan Balwadkar and Sopana Hari Balwadkar.
- g. Photocopy of Development Agreement dated 11 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5850/2002, executed by Balasaheb Sopan Balwadkar and 2 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud and Ravindra Babanrao Garudkar as Consenting Party.



- h. Photocopy of General Power of Attorney dated 11 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5851/2002, executed by Balasaheb Sopan Balwadkar and 3 others thereby appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
- i. Photocopy of Release Deed dated 12 July 2002 bearing No. 5852/2002 made and executed between Vatsalabai Prabhakar Buchade as the Releasor therein and Balasaheb Sopan Balwadkar as the Releasee therein, Vatsalabai Prabhakar Buchade.
- j. Photocopy of Acknowledgement Receipt dated 30 November 2004, executed by Vatsalabai Prabhakar Buchade.
- k. Photocopy of Acknowledgement Receipt dated 11 January 2005, executed by Balasaheb Sopan Balwadkar and another.
- l. Order dated 31 December 2004 in Case bearing No. 1661-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune
- m. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.

X. Property No. 16 [Survey No. 13 Hissa No. 16]:-

- a. Photocopies of 7/12 Extracts of Survey No.13/16 for the years 1953 to 2017.
- b. Photocopies of the Mutation Entry Nos.: 484, 491, 676, 734, 770, 870, 1472, 2411, 2749, 7874 and 8482.
- c. Photocopy of Development Agreement dated 15 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5920/2002, executed by Pandrinath Jijaba Balwadkar and 5 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud and Ravindra Babanrao Garudkar as Consenting Party.
- d. Photocopy of General Power of Attorney dated 15 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5921/2002, executed by Pandrinath Jijaba Balwadkar and 6 others thereby appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
- e. Photocopy of Development Agreement dated 15 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5924/2002, executed by Shankar Jijaba Balwadkar and 4 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud and Ravindra Babanrao Garudkar as Consenting Party.
- f. Photocopy of General Power of Attorney dated 15 July 2002, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5925/2002, executed by Shankar Jijaba Balwadkar and 5 others thereby appointing Hemant



Bhaskarao Garud the Chairman and Managing Director of Garud Developers Private Limited.

- g. Photocopy of Release Deed dated 15 July 2002 registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 5928/2002, executed by Taramati Khedu Pawar and 2 others in favour of Bharat Shankar Balwadkar and another.
- h. Photocopy of Acknowledgement Receipt dated 19 July 2005, executed by Pandrinath Jijaba Balwadkar and 5 others.
- i. Photocopy of Acknowledgement Receipt dated 11 May 2007, executed by Shanker Jijaba Balwadkar.
- j. Original Search Report dated 11 October 2018 issued by Adv. Kallash Thorat.

XI. Property No. 17 [Survey No. 13 Hissa No. 17]:-

- a. Photocopies of 7/12 Extracts of Survey No 13/17A for the years 1953 to 1965.
- b. Photocopies of 7/12 Extracts of Survey No.13/17 for the years 1965 to 1981, 1981 to 1994, 1993 to 2007, 2002 to 2008, 2009 to 2010, 2010 to 2015, 2014 to 2017.
- c. Photocopies of the Mutation Entry Nos.: 676, 770, 3109, 3151, 4773, 7874 and 8482.
- d. Photocopy of Partition Deed dated 18 November 1993 registered with the Office of Sub Registrar Haveli No.4, at Serial No.5450/1993 made and executed between Genu Kanhu Balwadkar and 18 others.
- e. Photocopy of Development Agreement 15 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.5922/2002, executed by Shivaji Kanhu Balwadkar and 4 others alongwith Ravindra Babanrao Garudkar and Garud Developers Private Limited.
- f. Photocopy of General Power of Attorney dated 15 July 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No. 5923/2002, executed by Shivaji Kanhu Balwadkar and 4 others alongwith Ravindra Babanrao Garudkar appointing Garud Developers Private Limited.
- g. Acknowledgement Receipt dated 19 January 2005 executed by Shivaji Kanhu Balwadkar and 3 others.
- h. Original Search Report dated 11 October 2018 issued by Adv. Kallash Thorat.

XII. Property No. 18 [Survey No. 13 Hissa No. 18]:-

1. Photocopies of 7/12 Extracts of Survey No.13/18 for the years 1953 to 1965, 1965 to 1981, 1981 to 1994, 1993 to 2007, 2002 to 2008, 2008 to 2009, 2009 to 2010, 2010 to 2015, 2014 to 2017 and 2017 to 2018.



2. Photocopies of the Mutation Entry Nos.: 524, 676, 677, 770, 1033, 1652, 5580, 7874, 8606 and 8482.
3. Photocopy of Development Agreement dated 16 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7034/2003, executed by and between Ramdas Vitthal Balwadkar, and 16 others alongwith Ravindra Babanrao Garudkar and Garud Developers Private Limited.
4. Photocopy of General Power of Attorney dated 16 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7035/2003, executed by Ramdas Vitthal Balwadkar, and 16 others appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
5. Photocopy of Deed of Consent without Consideration dated 27 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7332/2003, executed by Bhanudas Ramdas Balwadkar, and 2 others in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud.
6. Acknowledgement Receipt dated 14 July 2005 executed by Ramdas Vitthal Balwadkar and 16 others.
7. Original Search Report dated 11 October 2016 issued by Adv. Kallash Thorat.

XII. Property No. 19 (Survey No. 13 Hissa No. 19):-

- a. Photocopies of 7/12 Extracts of Survey No.13/19 for the years 1953 to 1959.
- b. Photocopies of 7/12 Extracts of Survey No.13/19 for the years 1959 to 1965, 1965 to 1981, 1981 to 1994, 1993 to 2007, 2002 to 2008, 2008 to 2009, 2009 to 2010, 2010 to 2015 and 2014 to 2017
- c. Photocopies of the Mutation Entry Nos.: 676, 770, 3109, 3151, 5578, 5646, 7874 and 8482.
- d. Photocopy of Development Agreement dated 31 October 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.9386/2002, executed by and between Janabai Baban Balwadkar and 8 others alongwith Ravindra Babanrao Garudkar and Garud Developers Private Limited.
- e. Photocopy of General Power of Attorney dated 31 October 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.9387/2002, executed by Janabai Baban Balwadkar and 8 others alongwith Ravindra Babanrao Garudkar appointing Hemant Bhaskarrao Garud the Chairman and Managing Director of Garud Developers Private Limited.
- f. Acknowledgement Receipt dated 11 July 2005 executed by Dattatraya Baban Balwadkar and Tarabai Dilip Dhawale.
- g. Acknowledgement Receipt dated 11 July 2005 executed by Dhanaji Baban Balwadkar and Tarabai Dilip Dhawale.



- h. Acknowledgement Receipt dated 11 July 2005 executed by Atanda Balan Balwadkar and Tarabai Dilip Dhewale.
- i. Original Search Report dated 11 October 2018 issued by Adv. Kailash Thorat.

XIV. General documents pertaining to the said Properties: -

- a. Photocopy of Development Agreement 19 June 2007 registered with the Office of Sub Registrar Haveli No.15, at Serial No.4519/2007, executed by and between Garood Developers Private Limited, M/s Vascon Engineers Limited and M/s. Phoenix Habitats Private Limited.
- b. Photocopy of General Power of Attorney dated 19 June 2007 registered with the Office of Sub Registrar Haveli No.15, at Serial No.4520/2007, executed by Garood Developers Private Limited appointing M/s Vascon Engineers Limited and M/s. Phoenix Habitats Private Limited.
- c. Photocopy of the Certificate of Registration on Conversion dated 30 March 2012, issued by the Ministry of Corporate Affairs
- d. Photocopy of a Lease Deed dated 4 September 2012, registered with the Office of Sub-Registrar, Haveli No.11, at Serial No.8154/2012, executed by M/s. Vascon Engineers Limited through its Managing Director R. Vasudevan and Another in favour of The Maharashtra State Electricity Distribution Company Limited through its Executive Engineer viz. Anand Krishnarao Raidurg.
- e. Photocopy of a Transfer Deed dated 15 January 2014 registered with the Office of Sub Registrar Haveli No.16, at Serial No.679/2004 executed by and between the Pune Municipal Corporation ("PMC") and Nivrutti Hari Balwadkar and Others.
- f. Photocopy of sub-division layout plan sanctioned.
- g. Commencement Certificate dated 25 February 2019 bearing No. CC/3713/18 issued by Pune Municipal Corporation.
- h. Original two Public Notices both dated 26 December 2018, published in daily newspaper "Prabhat" (in Marathi) and the other in daily newspaper "The Times of India" (in English).
- i. Original Letter dated 25 March 2019 issued by Vascon Engineers Limited to Hariani & Co.
- j. Original Letter dated 27 March 2019 issued by Flora Facilities Private Limited to Hariani & Co.
- k. Photocopy of Letter dated 18 March 2019 issued by the Tehsil Office Haveli, Pune at the Talathi Balewadi, Pune.
- l. Original Letter dated 25 March 2019 issued by Garood Developers LLP to Hariani & Co.
- m. Original Letter dated 25 March 2019 issued by Phoenix Habitats Private Limited to Hariani & Co.



2. **Brief History:-**

Based on the aforesaid documents and the information furnished to us, we observe as follows:-

I. **Facts of the Property No. 1, 5 and 9 (Survey No. 13 Hissa No. 3, Survey No. 13 Hissa No. 7 and Survey No. 13 Hissa No. 10):-**

- a. On perusal of the Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in the "Wahivat" (actual occupancy) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. S/P/GR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. WSL/504 passed by the Mamlatdar Taluka Havell, the record of Survey No. 13 was revised and was bifurcated in 19 sub hesses. As such, lands bearing Survey No. 13/3 admeasuring 25 Gunthas (hereinafter referred to as the "said Land No.1"), Survey No. 13/7 admeasuring 9 Gunthas (hereinafter referred to as the "said Land No.5") and Survey No. 13/10 admeasuring 19 Gunthas (hereinafter referred to as the "said Land No.9") were allotted to Shripati Ramji Balwadkar. Accordingly, the effect of the aforesaid Phalnibara was given to the 7/12 extract, and the name of Shripati Ramji Balwadkar was recorded as owner in the record of rights with respect to the said Lands.
- b. Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coilege Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hlesa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land No.1 in the form of 25 Gunthas was changed to 25 Ares, i.e. the said Property No.1, the said Land No.2 in the form of 9 Gunthas was changed to 9 Area, i.e. the said Property No.5 and the said Land No.3 in the form of 19 Gunthas was changed to 19 Area, i.e. the said Property No.9 and the name of Shripati Ramji Balwadkar was recorded as owner in the record of rights of the said Properties.
- c. On perusal of the Mutation Entry No. 1033 dated 5 May 1984, it appears that, Shripati Ramji Balwadkar expired on 20 September 1957 leaving behind following as his heirs:
 - 1 Son- Laxman Shripati Balwadkar since deceased on 6 February 1974:
 - a. his son - Gajanan Laxman Balwadkar
 - b. his daughter - Indubai Vitthal Mungse
 - 2 Son- Vitthal Shripati Balwadkar since deceased on 17 November 1972:
 - a. his son - Ramdas Vitthal Balwadkar
 - b. his son - Pandurang Vitthal Balwadkar
 - c. his son - Tulshiram Vitthal Balwadkar
 - d. his wife - Rakhmabai Vitthal Balwadkar
 - e. his daughter - Sonabai Popat Pawale



- 3 Son- Raghunath Shripati Balwadkar since deceased on 1 March 1959:
 - a. his son - Kashinath Raghunath Balwadkar
 - b. his wife - Sarubai Raghunath Balwadkar
 - c. his daughter - Yamabai Vitthal Knaire
- 4 Son- Vishwanath Shripati Balwadkar since deceased on 19 December 1979:
 - a. his son - Dilip Vishwanath Balwadkar
 - b. his daughter - Panubai Bajirao Ghule
 - c. his daughter - Vatsalabai Raghu Kand
 - d. his daughter - Kavishyabai Ankush Gole
 - e. his daughter - Jayashree Nivrutti Govanda
- 5 Daughter - Housabai Baburao Sasar
- 6 Daughter - Shewantibai Shantaram Gole

It is further recorded that since 1 (b), 2 (d), 3 (b) and 4 (b), 4 (c), 4 (d) and 4 (e) have released rights by way of statement. The names of Sr. No. 1(a), 2(a), 2(b), 3(a) and 4(a) are mutated in the revenue records.

- d. On perusal of Mutation Entry No. 1652 dated 27 December 1988, it appears that, partition between Gajanan Laxman Balwadkar, Ramdas Vitthal Balwadkar, Tulshiram Vitthal Balwadkar, Pandurang Vitthal Balwadkar, Rakhmebai Vitthal Balwadkar, Kashinath Raghunath Balwadkar, Sarubai Raghunath Balwadkar and Dilip Vishwanath Balwadkar, all co-holders of several properties was caused by and under Order dated 13 December 1988 bearing No. Tahao/Watap/SR/15/88 under Section 85 of the Maharashtra Land Revenue Code, 1966 and accordingly, the said Properties were allotted to Gajanan Laxman Balwadkar. On perusal of the said Order dated 13 December 1988 and Mutation Entry No. 1652, it is observed that the area of said Property No.9 i.e. Survey No. 13/10 is mentioned as 3 Ares instead of 19 Ares. As per the 7/12 extract of Survey No. 13/10 for the years 1988 onwards till date, the name of Gajanan Laxman Balwadkar appears as owner of the said Property No.9 i.e. Survey No. 13/10. We have not come across any claim/objection challenging the said Mutation Entry No. 1033, Mutation Entry no. 1652 and the aforesaid Order dated 13 December 1988 bearing No. Tahao/Watap/SR/15/88 under Section 85 of the Maharashtra Land Revenue Code, 1966.
- e. From Mutation entry No.2658 dated 28 June 1993, it appears that, as per the instructions of Collector Pune in respect of a campaign for the deletion, on priority, of pokalista entries appearing in the other rights column of several properties and under the oral instruction of Tehsildar in a meeting, the pokalista entry of Kanikram Nadram Marwadi - Hukumnama reflecting in the said Property No.1 and said Property No.9 was deleted.
- f. By a Development Agreement dated 23 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No.8151/2002, made and entered into between (1) Gajanan Laxman Balwadkar for himself and as a manager/ Karta of his Hindu Undivided Family, (2) Samindra Gajanan Balwadkar, (3) Rajendra Gajanan Balwadkar, (4) Surekha Rajendra Balwadkar, (5) Vijay Gajanan Balwadkar, (6) Pushpa Vijay Balwadkar, (7) Mangal Ramesh More, (8) Mina Sadashiv Kanaskar, (9) Asha Manchandra Knaire, (10) Indubai Vitthal Mungse, (11) Sadashiv Narayan Kanaskar, (12) Chandrabhaga



Sudam Shevale and (13) Jijabai Maruti Tambe referred to as the Owners therein, Garud Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Developer therein and Ravindra Babenrao Garudkar referred to as the Consenting Party therein, the Owner therein granted development rights in respect of the said Property Nos.1, 5 and 9 in favour of the Developer therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave their consent to the aforesaid Development Agreement at or for the consideration and in the manner more particularly stated therein. On perusal of the contents of the Development Agreement it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.

- g. Pursuant to the aforesaid Development Agreement dated 23 July 2002, the Owner and Consenting Party therein also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No.6153/2002, thereby appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property Nos.1, 5 and 9 inter alia the power to sell, transfer and convey the said Property Nos.1, 5 and 9.
- h. By a Release Deed dated 23 July 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6154/2002, made and entered into between (1) Indubai Vitthal Mungase, (2) Sadashiv Narayan Kanaskar (3) Chandrabhaga Sudam Shevale and (4) Jijabai Maruti Tambe referred to as the Releasees therein and Gajanan Laxman Balwadkar referred to as the Releasees therein, the Releasees therein released all their right, title and interest in the said Property Nos.1, 5 and 9 in favour of the Releasees i.e. their brother therein without any consideration. It appears that, the effect of the aforesaid Release Deed dated 23 July 2002 remained to be given to the record of rights of the said Property Nos.1, 5 and 9.
- i. By a Release Deed dated 23 July 2002, registered with the Office of Sub-Registrar Haveli No.4, at Serial No.6156/2002, made and entered into between (1) Mangal Ramesh More, (2) Meena Sadashiv Kanaskar and Asha Machhindra Khaire referred to as the Releasees therein and (1) Rajendra Gajanan Balwadkar and (2) Vijay Gajanan Balwadkar referred to as the Releasees therein, the Releasees therein released all their right, title and interest in the said Property Nos.1, 5 and 9 in favour of the Releasees i.e. their brothers therein without any consideration and on the terms and conditions stated therein. It appears that, the effect of the aforesaid Release Deed dated 23 July 2002 remained to be given to the record of rights of the said Property Nos.1, 5 and 9.
- j. By a Deed of Confirmation dated 14 July 2005, registered with the Office of Sub-Registrar, Haveli No.15, at Serial No.4996/2005, made and entered into between (1) Gajanan Laxman Balwadkar for himself, manager and karta of his Hindu Undivided Family, (2) Rajendra Gajanan Balwadkar, (3) Surekha Rajendra Balwadkar, (4) Vijay Gajanan Balwadkar, (5) Pushpa Vijay Balwadkar, (6) Mangal Ramesh More, (7) Mina Sadashiv Kanaskar, (8) Asha Machhindra Khaire, (9) Sadashiv Narayan Kanaskar, (10) Chandrabhaga Sudam Shevale and (11) Jijabai Maruti Tambe referred to as the Owners therein and Garud Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Developers therein, the Owners therein confirmed the execution of



Development Agreement dated 23 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No.6151/2002 and receipt of full and final payment as agreed in respect of the said Property Nos.1, 5 and 9 in favour of the Developer therein on the terms and conditions stated therein.

- k. By an Indemnity dated 14 July 2005, registered with the Office of Sub-Registrar, Haveli No.15, at Serial No.4897/2005, made and entered into between (1) Gajanan Laxman Balwadkar for himself and as manager/karta of his Hindu Undivided Family, (2) Rajendra Gajanan Balwadkar, (3) Surekha Rajendra Balwadkar, (4) Vijay Gajanan Balwadkar, (5) Pushpa Vijay Balwadkar, (6) Mangal Ramesh More, (7) Mina Sadashiv Kanaskar, (8) Asha Manchindra Khaire, (9) Sadashiv Narayan Kanaskar, (10) Chandrabhaga Sudam Shevare and (11) Jijabai Maruti Tambe referred to as the Owners therein and Garud Developers Private Limited through its Chairman and Managing Director, Hermant Bhaskarao Garud referred to as the Developer therein, the Owners therein have executed aforesaid Indemnity to indemnify the said Developer in respect of the title of the said Owners to the said Property Nos.1, 5 and 9 and with respect to the other issues specifically mentioned therein.
- l. From the Mutation Entry No.8482, it appears that pursuant to Notification dated 7 May 2018 bearing No. RaBhuA/PfKr. 180/L-1 for updating and computerizing the hand written revenue records, the 7/12 extracts of various properties including interalia, the said Property No.9 were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property No.9 the spelling of the name of Pune Municipal Corporation appearing on the owner's column of the 7/12 extract thereof was corrected.
- m. ULC:-

It appears that Gajanan Laxman Balwadkar and Others had filed returns under Section 8(1) of the Urban Land (Ceiling and Regulation) Act, 1976, ("ULC Act"). Pursuant thereto an Order dated 28 January 2005 in Case bearing No. 1857-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 28 January 2005, it appears that, the total holding of Gajanan Laxman Balwadkar and Others were shown as follows:

-Under Section 6(1) of the ULC Act:

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/3	2500-00
2.	Balewadi	13/7	900-00
3.	Balewadi	13/10	1900-00
4.	Balewadi	19/38	747-00
Total In Sq.Mtrs.			6047-00

The said Authority vide their Order dated 28 January 2005, passed an order stating that, the declarant Gajanan Laxman Balwadkar and others do not hold surplus vacant land in excess of the ceiling limit of the said ULC Act in Survey No.13/3, 13/7, 13/10 and 19/38.



II. Facts of the Property No. 2 [Survey No. 13 Hissa No. 4]:

- a. Vide Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the "Wahiwat" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SP-48/56 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/694 passed by the Mamlatdar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hesses. As such, land bearing Survey No. 13/4 admeasuring 1 Acre 38 Gunthas (hereinafter referred to as the "said Land") was allotted to Bajirao Baloba Wable. Accordingly, the effect of the aforesaid Phalnibra was given to the record of rights, and the name of Bajirao Baloba Wable was recorded as owner in the record of rights with respect to the said Land.
- b. Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land in the form of 1 Acres 38 Gunthas was changed to 78 Ares, i.e. the said Property No.2 and the name of Bajirao Baloba Wable was recorded as owner therein.
- c. From Mutation Entry No. 856 dated 16 October 1974 it appears that Raghu Tukaram Balwadkar purchased said Property No.2 from Bajirao Baloba Wable therein as the Vendor and Suryakant, Ramdas and Mathubei Bajirao Wable therein as the Consenting Party vide a Sale Deed dated 16 August 1974. The Sale Deed dated 16 August 1974 is not available for our perusal.
- d. On perusal of the Mutation Entry No. 4669 dated 19 June 2000 it appears that Raghu Tukaram Balwadkar expired on 16 January 2000 leaving behind his wife viz. Shantabai Raghu Balwadkar, sons viz. Bhagwan Raghu Balwadkar and Balu Raghu Balwadkar as his heirs;
- e. On perusal of the Order dated 28 November 2005 bearing no. Hanu/Kav 4093/ 2005 passed by the Tehsildar, it appears that the name of Kanhu Ramji Balwadkar was deleted from the other rights column of the record of rights with respect to said Property No.2 as the same was inadvertently recorded. Mutation Entry No. 5662 was recorded to that effect. The Date of Mutation Entry No. 5662 is illegible on the copy provided to us for our perusal.
- f. On perusal of the Mutation Entry No. 5679 dated 28 June 2005 it appears that Shantabai Raghu Balwadkar expired on 19 October 2001 leaving behind her sons viz. Bhagwan Raghu Balwadkar and Balu Raghu Balwadkar as her heirs.
- g. By a Development Agreement dated 18 September 2001, registered with the Office of Sub Registrar Haveli No.4, at Serial No.10801/2001, made and entered into between (1) Balu Raghu Balwadkar (HUF Manager), (2) Shantabai Raghu Balwadkar (HUF Manager), (3) Janebai Balu Balwadkar, (4) Rajashri Balu Balwadkar, (5) Kiran Balu Balwadkar, (6) Wrushali Balu



Balwadkar and (7) Amol Balu Balwadkar, Sr. No. (4) to (7) since minor represented through their natural guardian Balu Raghu Balwadkar referred to as the Owners therein alongwith Bhagwan Raghu Balwadkar (HUF Manager) as the Consenting Party No. 1, Ravindra Babanrao Garudkar and Neelam Ravindra Garudkar as the Consenting Party No. 2 and Shri Sai Associates through its Partners viz, Sanjay Sakhararam Kamble, Subhash Madhav Kulkarni and Shekhar Chandrakant Savkar referred to as the Developer therein, the Owners granted development rights with respect to area admeasuring 30 Acres out of the said Property No.2 in favour of the Developer for the consideration and on the terms and conditions stated therein.

- h. Pursuant to the aforesaid Development Agreement dated 18 September 2001, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No 10806/2001, thereby appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to area admeasuring 30 Acres out of the said Property No.2 No.2.
- i. By a Transfer/Assignment of Development Rights Agreement dated 7 August 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.6700/2002, made and entered into between Shri Sai Associates through its Partners viz. Sanjay Sakhararam Kamble and Shekhar Chandrakant Savkar referred to as the Transferors/Assignors therein alongwith (1) Balu Raghu Balwadkar for himself, as a Manager of his Hindu Undivided Family and as a natural guardian of his minor children at Sr. No. (4) to (7) hereinbelow, (2) Shantabai Raghu Balwadkar (HUF Manager), (3) Janabai Balu Balwadkar, (4) Rajashri Balu Balwadkar, (5) Kiran Balu Balwadkar, (6) Vrushali Balu Balwadkar and (7) Amol Balu Balwadkar, (8) Bhagwan Raghu Balwadkar for himself and as a Manager of his Hindu Undivided Family, (9) Ravindra Babanrao Garudkar and Neelam Ravindra Garudkar referred to as the Consenting Party therein all the Consenting Party at Sr. No. (1) to (9) through their Power of Attorney holders viz. Sanjay Sakhararam Kamble and Shekhar Chandrakant Savkar and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarao Garud referred to as the Developer therein, the Transferors/Assignors transferred/assigned development rights in respect of area admeasuring 30 Acres out of the said Property No.2 in favour of the Developer for the consideration and on the terms and conditions stated therein.
- j. Pursuant to the aforesaid Transfer/Assignment of Development Rights Agreement dated 7 August 2002, the Transferors/Assignors alongwith the Consenting Party No. (1) to (9) therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 6701/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to area admeasuring 30 Acres out of the said Property No.2 inter alia to sell, transfer and convey the said Property No. 2.
- k. By a Development Agreement dated 1 October 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.8427/2002, made and entered into between (1) Bhagwan Raghu Balwadkar, (2) Alka Bhagwan Balwadkar, (3) Ganesh Bhagwan Balwadkar, (4) Rajendra Bhagwan Balwadkar, (5) Satis Bhagwan Balwadkar and (6) Vaishali Rajendra Kute, referred to as the Owners therein alongwith Ravindra Babanrao Garudkar



referred to as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein, the Owners granted development rights in respect of area admeasuring 39 Area out of the said Property No.2 in favour of the Developer for the consideration and on the terms and conditions stated therein.

- I. Pursuant to the aforesaid Development Agreement dated 1 October 2002, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 8428/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to an area admeasuring 39 Ares out of the said Property No.2.
- II. By a Development Agreement dated 24 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.11048/2002, made and entered into between (1) Balu Raghu Balwadkar for himself, as a Manager of his Hindu Undivided Family and as a natural guardian of his minor children at Sr. No. (4) to (6) hereinbelow, (2) Janabai Balu Balwadkar, (3), Rajashree Ganesh Rakshya nee Rajashree Balu Balwadkar, (4) Kiran Balu Balwadkar, (5) Vrushali Balu Balwadkar and (6) Amol Balu Balwadkar, referred to as the Owners therein alongwith Ravindra Babarrao Ganukar as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein, the Owners granted development rights in respect of area admeasuring 4 Ares out of the said Property No.2 in favour of the Developer for the consideration and on the terms and conditions stated therein
- III. Pursuant to the aforesaid Development Agreement dated 24 December 2002, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 11049/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to area admeasuring 4 Ares out of the said Property No.2.
- IV. By a Deed of Consent Without Consideration dated 23 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.11051/2002, made and entered into between (1) Balu Raghu Balwadkar for himself, as a Manager of his Hindu Undivided Family and as a natural guardian of his minor children at Sr. No. (4) to (6) hereinbelow, (2) Janabai Balu Balwadkar, (3), Rajashree Ganesh Rakshya nee Rajashree Balu Balwadkar, (4) Kiran Balu Balwadkar, (5) Vrushali Balu Balwadkar and (6) Amol Balu Balwadkar, referred to as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein, the Consenting Party admitted, ratified and confirmed the Development Agreement dated 1 October 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.8427/2002 and Power of Attorney dated 1 October 2002, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 8428/2002, executed by Bhagwan Raghu Balwadkar and others in favour of the Developer.
- V. By a Deed of Confirmation-Cum Supplementary Agreement dated 23 December 2002, registered with the Office of Sub Registrar Haveli No.4, at Serial No.11053/2002, made and entered into between (1) Balu Raghu



Balwadkar for himself, as a Manager of his Hindu Undivided Family and as a natural guardian of his minor children at Sr. No. (4) to (6) hereinbelow, (2) Janabai Balu Balwadkar, (3), Rajashree Ganesh Rakshe nee Rajashree Balu Balwadkar, (4) Kiran Balu Balwadkar, (5) Vrushali Balu Balwadkar and (6) Amol Balu Balwadkar, referred to as the Owners therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarao Garud referred to as the Developer therein, the Owners confirmed the execution of aforementioned Development Agreement dated 18 September 2001, registered with the Office of Sub Registrar Havelli No.4, at Serial No.10801/2002, Power of Attorney dated 18 September 2001 registered with the office of Sub-Registrar, Havelli No.4, at Serial No. 10803/2001 in favour of Shri Sai Associates and the execution of aforementioned Transfer/Assignment of Development Rights Agreement dated 7 August 2002, registered with the Office of Sub Registrar Havelli No.4, at Serial No.6700/2002 and Power of Attorney dated 7 August 2002 registered with the office of Sub-Registrar, Havelli No.4, at Serial No. 6701/2002 in favour of the Developer.

- q. Pursuant to the aforesaid Transfer/Assignment of Development Rights Agreement and the Power of Attorney both dated 7 August 2002, (1) Balu Raghu Balwadkar for himself, as a Manager of his Hindu Undivided Family and as a natural guardian of his minor children at Sr. No. (4) to (6) hereinbelow, (2) Janabai Balu Balwadkar, (3), Rajashree Ganesh Rakshe nee Rajashree Balu Balwadkar, (4) Kiran Balu Balwadkar, (5) Vrushali Balu Balwadkar and (6) Amol Balu Balwadkar executed a Power of Attorney dated 23 December 2001, registered with the office of Sub-Registrar, Havelli No.4, at Serial No. 11054/2002, appointing Garud Developers Private Limited represented through its Chairman Hemant Bhaskarao Garud referred to as the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to area admeasuring 30 Ares out of the said Property No.2.
- r. By a Release Deed dated 26 December 2002, registered with the Office of Sub Registrar Havelli No.4, at Serial No.11055/2002, Rajashree Ganesh Rakshe referred to as the Releasor therein and (1) Kiran Balu Balwadkar and (2) Amol Balu Balwadkar referred to as the Releasees therein, Releasor therein released all her right, title and interest in the land admeasuring 30 Ares out of the said Property No.2, in favour of the Releasees i.e. her brothers, without any consideration and on the terms and conditions more particularly mentioned therein.
- s. By a Deed of Consent Without Consideration dated 4 August 2003, registered with the Office of Sub Registrar Havelli No.4, at Serial No.6701/2003, made and entered into between (1) Vanshree Ganesh Balwadkar, (2) Shamal Rajendra Balwadkar and (3) Minakshi Satish Balwadkar referred to as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarao Garud referred to as the Developer therein, the Consenting Party admitted, ratified and confirmed the Development Agreement dated 1 October 2002, registered with the Office of Sub Registrar Havelli No.4, at Serial No.8427/2002 and Power of Attorney dated 1 October 2002, registered with the office of Sub-Registrar, Havelli No.4, at Serial No. 8428/2002, executed by Bhagwan Raghu Balwadkar and others in favour of the Developer.



- t. By a Development Agreement dated 5 January 2005, registered with the Office of Sub Registrar Haveli No.15, at Serial No.165/2005, made and entered into between (1) Balu Raghu Balwadkar (HUF Manager), (2) Janabai Balu Balwadkar, (3) Kiran Balu Balwadkar, (4) Vrushali Balu Balwadkar and (5) Arnot Balu Balwadkar a minor represented through his natural guardian Balu Raghu Balwadkar referred to as the Owners therein alongwith Ravindra Babanrao Garudkar as the Consenting Party and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarao Garud referred to as the Developer therein, the Owners granted development rights with respect to area admeasuring 05 Acres out of the said Property No.2 in favour of the Developer for the consideration and on the terms and conditions stated therein.
- u. Pursuant to the aforesaid Development Agreement dated 5 January 2005, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 166/2005, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to area admeasuring 05 Acres out of the said Property No.2.
- v. By a Declaration Cum Indemnity dated 5 January 2005, registered with the Office of Sub-Registrar Haveli No.15, at Serial No.167/2005, executed by (1) Balu Raghu Balwadkar (HUF Manager), (2) Janabai Balu Balwadkar, (3) Kiran Balu Balwadkar, (4) Vrushali Balu Balwadkar and (5) Amol Balu Balwadkar a minor represented through his natural guardian Balu Raghu Balwadkar and (6) Ravindra Babanrao Garudkar referred to as the Declarants/Owners therein, the Declarants/Owners therein have executed aforesaid Declaration Cum Indemnity to declare and indemnify the said Developer in respect of the title of the said Declarants/Owners to the area admeasuring 05 Acres out of the said Property No.2 and with respect to the other issues specifically mentioned therein.
- w. From the Mutation Entry No.8482 dated 13 February 2017, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PNkr. 180/L-1 for updating and computerizing the hand written revenue records, the 7/12 extracts of various properties including interalia, the said Property No.2 were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property No.2, the spelling of the name of Pune Municipal Corporation appearing on the owners' column of the 7/12 extract thereof was corrected.

III. Facts of the Property No. 3 [Survey No. 13 Hissa No. 5]:-

- a. Vide Mutation Entry No.576 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the "Wahhal" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SPI/SPR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 passed by the Marniataldar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hissas. As such, land bearing Survey No. 13/5 admeasuring 35 Gunthes (hereinafter referred to as the "said Land No. 3") was allotted to Moru Hari Balwadkar. Accordingly, the effect of aforesaid Phalnibra was given to the record of



rights, and the name of Moru Hari Balwadkar was recorded as the owner in the record of rights with respect to the said Land No. 3.

- b. On perusal of 7/12 extract of said Land No. 3 for the years 1953-65, a Tagal charge of Rs.500/- (Rupees Five Hundred Only) dated 29 July 1949 appears to be recorded in the other right column of the said Land.
- c. Vide Mutation Entry No. 770 dated 12 May 1969, it appears that the provisions of the Maharashtra State Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1955, were implemented for Village Balewadi, Taluka Haveli, District Pune. Accordingly, the area of lands in Village Balewadi was converted from Acres and Gunthas to Hectares and Ares. Pursuant thereto, the area of the said Land No. 3 i.e. land bearing Survey No.13/5 was converted from 35 Gunthas to 35 Ares i.e. the said Property No. 3.
- d. By a Sale Deed dated 19 May 1956, registered with the Office of Sub-Registrar, Haveli No.1, at Serial No.812/1956, made and entered into between Moru Hari Balwadkar and Nirutti Hari Balwadkar referred to as the Vendors therein, Nirutti Genu Balwadkar referred to as the Purchaser therein, the Vendors therein sold, transferred and conveyed all their right, title and interest in respect of the said Property No.3 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein. Pursuant to the aforesaid Sale Deed, Mutation Entry No. 839 dated 8 October 1973 was effected in the owners' column of record of rights for the said Property No.3. It further appears that the aforesaid transaction was earlier recorded vide Mutation Entry 637 which states that since the land is a fragment and that Tagal Charge is outstanding, the name of Nirutti Genu Balwadkar was recorded in the other rights column of the 7/12 Extract of the said Property. However, Mutation Entry No. 839 records that since he has possession thereof, the name of Nirutti Genu Balwadkar was deleted from the other rights column of the 7/12 Extract of the said Property No. 3 and recorded in the owners' column of the 7/12 Extract of the said Property No. 3.
- e. Vide Mutation Entry No.1696 dated 25 January 1989, it appears that pursuant to the Circular bearing No.VHT/23/1989 dated 23 January 1989, passed by the Tehsildar Haveli, Tagal charges recorded in the other rights column of various survey numbers including the said Property No. 3 were deleted.
- f. By two Development Agreements, both dated 18 January 2001 registered with the office of the Sub-Registrar, Haveli-4 at Sr. Nos.581/2001 and 582/2001 made and entered into between Nirutti Genu Balwadkar Hindu Undivided Family and others as the Parties of the First Part and Jayant Mansukhlal Lunawat as the Party of the Second Part, the Party of the First Part granted development rights in respect of the said Property No.3 in favour of the Party of the Second Part for the terms and consideration and on the terms and conditions stated therein.
- g. Pursuant to the aforesaid Development Agreements dated 18 January 2001, the Parties of the First Part also executed a Power of Attorney registered on even date with the office of the Sub-Registrar, Haveli-4 at Sr. No.36/2001, appointing the Party of the Second Part therein as their attorney to do all the



acts, deeds, matters and things as more particularly stated therein in respect of the said Property No.3.

- h. By a Development Agreement dated 9 October 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 8621/2002, made and entered into between (1) Nivrutti Genu Balwadkar referred to as the Owner therein and Garud Developers Private Limited represented through its Chairman and Managing Director of Hemant Bhaskarao Garud referred to as the Developers therein and (1) Rukmini Bal Nivrutti Balwadkar, (2) Ramdas Nivrutti Balwadkar, (3) Vilthal Ramdas Balwadkar, (4) Onyanoba Nivrutti Balwadkar for himself and as Natural Guardian of his minor children, (5) Shahaji Nivrutti Balwadkar for himself and as Natural Guardian of his minor children, (6) Shivaji Shahji Balwadkar, (7) Rajaram Nivrutti Balwadkar for himself and as Natural Guardian of his minor children, (8) Vijay Nivrutti Balwadkar for himself and as Natural Guardian of his minor children, (9) Sanjay Nivrutti Balwadkar for himself and as Natural Guardian of his minor children and (10) Ravindra Babanrao Garudkar as Consenting Party therein, the Owner therein granted development rights in respect of the said Property No. 3 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. The Consenting Party gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement, it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.
- i. Pursuant to the aforesaid Development Agreement dated 9 October 2002, the Owner and Consenting Parties therein also executed a Power of Attorney registered on even date with the office of Sub-Registrar, Haveli No.4, at Serial No. 8622/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matters and things as more particularly stated therein with respect to the said Property No. 3 including inter alia the power to sell, transfer and convey the said Property No. 3.
- j. By and under Deed of Cancellation of Development Agreement dated 2 June 2003 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4517/2003, made and entered into between Nivrutti Genu Balwadkar Hindu Undivided Family and others as the Party of the First Part and Jayant Meneklal Lunawat as the Party of the Second Part, the Party of the First Part cancelled and revoked the development rights given to the Party of the Second Part and the Party of the Second Part accepted the consideration more particularly mentioned therein. The aforesaid Deed of Cancellation of Development Agreement further records that the Development Agreement executed in favour of the party of the Second Part was dated 18 January 2001 and was registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 582/2001.
- k. By and under Deed of Cancellation of Power of Attorney dated 2 June 2003 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4518/2003, made and entered into between Shahaji Nivrutti Balwadkar Hindu Undivided Family and others as the Party of the First Part and Jayant Meneklal Lunawat as the Party of the Second Part, the Party of the First Part cancelled and revoked the power of attorney given to the Party of the Second Part alongwith the two Development Agreements both dated 18 January 2001 referred to hereinabove. The aforesaid Deed of Cancellation of Development Agreement further records that, the Power of Attorney



executed in favour of the Party of the Second Part was dated 18 January 2001 and was registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 36/2001.

- l. By and under a Deed of Cancellation of Power of Attorney dated 2 June 2003 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 4519/2003, made and entered into between Shahaji Nivnuttli Balwadkar Hindu Undivided Family and others as the Party of the First Part and Jayant Maneklal Lunawat as the Party of the Second Part, the Party of the First Part cancelled and revoked the power of attorney given to the Party of the Second Part alongwith the two Development Agreements referred to above.
- m. By and under a Deed of Mortgage without Possession dated 18 November 2003 registered with the office of the Sub-Registrar Haveli 15 at Serial No. 4045/2003 executed between Garud Developers Private Limited through its Chairman and Managing Director Hemant Bhaskarrao Garud as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, the Mortgagor mortgaged an area admeasuring 25 Acres out of the said Property No. 3 to the Mortgagee as security for the loan availed by him more particularly described therein as and by way of Simple Mortgage.
- n. By and under a Supplement to Deed of Mortgage dated 27 April 2004 registered with the office of the Sub-Registrar Haveli 15 at Serial No. 1621/2004 executed between Garud Developers Private Limited through its Chairman and Managing Director Hemant Bhaskarrao Garud and Renu Hemant Garud as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, in pursuance to the aforesaid Deed of Mortgage without Possession dated 18 November 2003, the parties agreed to extend the period of the said Deed of Mortgage in the manner more particularly described therein.
- o. By and under a Supplement to Deed of Mortgage without Possession dated 11 March 2005 registered with the office of the Sub-Registrar Haveli 15 at Serial No. 1980/2005 executed between Garud Developers Private Limited through its Chairman and Managing Director Hemant Bhaskarrao Garud and Renu Hemant Garud as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, in pursuance to the aforesaid Deed of Mortgage without Possession dated 18 November 2003 and Supplement to Deed of Mortgage dated 27 April 2004, the parties agreed to extend the period of the said Deed of Mortgage in the manner more particularly described therein.
- p. By and under a Supplement to Deed of Mortgage without Possession dated 13 March 2006 registered with the office of the Sub-Registrar Haveli 15 at Serial No. 1934/2006 executed between Garud Developers Private Limited through its Chairman and Managing Director Hemant Bhaskarrao Garud and Renu Hemant Garud as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, in pursuance to the aforesaid Deed of Mortgage without Possession dated 18 November 2003, Supplement to Deed of Mortgage dated 27 April 2004 and Supplement to Deed of Mortgage without Possession dated 11 March 2005, the parties agreed to extend the period of the said Deed of Mortgage in the manner more particularly described therein.
- q. Vide Mutation Entry No. 6500 dated 10 July 2006, it appears that Nivnuttli Garu Balwadkar died on 1 May 2003 leaving behind him his sons (1)



Ramdas Nivrutti Balwadkar, (2) Dnyanoba Nivrutti Balwadkar, (3) Shahaji Nivrutti Balwadkar, (4) Rajendra Nivrutti Balwadkar, (5) Vijay Nivrutti Balwadkar (6) Sanjay Nivrutti Balwadkar, daughter (7) Yamunabai Tairam Dughane, (8) Kamal Ashok Chichwade, (9) Kashibai Sopan Barne and (10) Rakhmabai Nivrutti Balwadkar as his only heirs and legal representatives. Accordingly, the names of (1) Ramdas Nivrutti Balwadkar, (2) Dnyanoba Nivrutti Balwadkar, (3) Shahaji Nivrutti Balwadkar, (4) Rajendra Nivrutti Balwadkar, (5) Vijay Nivrutti Balwadkar (6) Sanjay Nivrutti Balwadkar, daughter (7) Yamunabai Tairam Dughane, (8) Kamal Ashok Chichwade, (9) Kashibai Sopan Barne and (10) Rakhmabai Nivrutti Balwadkar were recorded in the owners column of the 7/12 Extract of the said Property No.3. Further on perusal of the 7/12 Extract for the years 2016-2019, it appears that Rajendra Nivrutti Balwadkar, Yamunabai Tairam Dughane, Kamal Ashok Chichwade and Kashibai Sopan Barne are not been made parties in the aforesaid Development Agreement and Power of Attorney. Subsequently Yamunabai Tairam Dughane, Kamal Ashok Chichwade and Kashibai Sopan Barne since deceased represented by her heirs and legal representatives appears to have executed Deed of Consent discussed hereunder. Further, we are informed by the Garud Developers Pvt. Ltd., that Rajendra Nivrutti Balwadkar and Rajaram Nivrutti Balwadkar are one and the same person.

i. By and under a Supplement to Deed of Mortgage without Possession dated 9 March 2007 registered with the office of the Sub-Registrar Haveli 19 at Serial No. 1945/2006 executed between Garud Developers Private Limited through its Chairman and Managing Director Hemant Bhaekarao Garud and Renu Hemant Garud as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, in pursuance to the aforesaid Deed of Mortgage without Possession dated 18 November 2003, Supplement to Deed of Mortgage dated 27 April 2004, Supplement to Deed of Mortgage without Possession dated 11 March 2005 and Supplement to Deed of Mortgage without Possession dated 13 March 2006, the parties agreed to extend the period of the said Deed of Mortgage in the manner more particularly described therein.

ii. By and under Redemption/Release of Mortgage Deed dated 25 June 2007 registered with the Office of Sub Registrar Haveli No. 19, at Serial No. 4918/2007, made and entered into between Garud Developers Private Limited (formerly known as Garud Developers Private Limited) as the Mortgagor and Rajendra Leelachand Sanghvi as the Mortgagee, the Mortgagee released the said Property No. 3 in favour of the Mortgagor on the repayment of the loan in the manner more particularly mentioned therein and availed by the Mortgagor under (1) Deed of Mortgage dated 18 November 2003 registered in the office of the Sub-Registrar Haveli No. 15 at Serial No. 4045/2003, (2) Supplement to Deed of Mortgage dated 29 April 2004 registered in the office of the Sub-Registrar Haveli No. 15 at Serial No. 1621/2004, (3) Supplement to Deed of Mortgage dated 14 March 2005 registered in the office of the Sub-Registrar Haveli No. 15 at Serial No. 1960/2005 and (4) Supplement to Deed of Mortgage dated 13 March 2006 registered in the office of the Sub-Registrar Haveli No. 15 at Serial No. 1934/2006 and (5) Supplement to Deed of Mortgage dated 9 March 2007 registered in the office of the Sub-Registrar Haveli No. 19 at Serial No. 1945/2007.

iii. On perusal of the Mutation Entry No. 8163 dated 14 May 2015 it appears that Ramdas Nivrutti Balwadkar has expired leaving behind (1) Mandakini

Ramdas Balwadker, (2) Vitthal Ramdas Balwadker, (3) Sarika Nathuram Geware and (4) Sangeeta Rahul Dudhane.

- v. Vide Deeth Certificate dated 7 April 2018 it appears that Mandakini Ramdas Balwadker died on 23 February 2018. Thereafter, Vitthal Ramdas Balwadker executed an Affidavit dated 18 February 2019 sworn before the Executive Magistrate, Mulshi, in order to record interalia that all the names of her heirs and legal representatives are appearing on the 7M2 Extract of the said Property No. 3 and therefore only her name should be deleted thereof.
- v. By and under Consent Deed Without Consideration dated 21 February 2019, registered on 20 March 2019 with the Office of Sub Registrar Havelli No. 23, at Serial No. 5374/2019, made and entered into between (1) Yamunabai Tayaram Dhudhane, (2) Kamal Ashok Chinchwade, (3) Kashibai Sopan Barne since deceased represented by her heirs and legal representatives (3a) Nimala Gorakh Tingre, (3b) Shaila Gorakh Geware, (3c) Satyabhama Atun Mane, (3d) Rohidas Sopan Barne and (3e) Seema Ganesh Lende, (4) Sarikha Nathuram Geware, (5) Sangeeta Rahul Dudhane since deceased represented by her heirs and legal representatives (5a) Rahul Tayaram Dudhane for himself and as karta of his Hindu Undivided Family and as natural guardian of his minor children Aastutosh (Sahil) Rahul Dudhane and Adin Rahul Dudhane as the Party of the First Part and Garood Developers Private Limited (formerly known as Garud Developers Private Limited) now known as Garood Developers LLP through its Chairman and Managing Director Nemanit Bhaskarao Ganud as Part of the Second Part, the Party of the First Part without demanding/accepting consideration confirmed the Development Agreement dated 9 October 2002 registered with the Office of Sub Registrar Havelli No. 4, at Serial No. 8621/2002 and Power of Attorney dated 9 October 2002 registered with the Office of Sub Registrar Havelli No. 4, at Serial No. 8622/2002 executed in favour of the Party of the Second Party in respect of said Property No. 3.
- w. Pursuant to the aforesaid Consent Deed Without Consideration dated 21 February 2019 the Party of the First Part also executed a Power of Attorney of even date registered on 20 March 2019 with the Office of Sub Registrar Havelli No. 23, at Serial No. 5375/2019 in favour of the Party of the Second Part therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 3 including inter alia the power to sell, transfer and convey the said Property No. 3.
- x. Pursuant to the aforesaid Consent Deed Without Consideration and Power of Attorney dated 21 February 2019, the Party of the First Part also executed a Power of Attorney dated 22 February 2019 registered with the office of the Sub-Registrar Havelli 17 at Serial No. 2065/2019 in favour of the Party of the Second Part therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 3 including inter alia the power to admit the Consent Deed Without Consideration and the Power of Attorney both dated 21 February 2019 executed by the Executants as well as lodge, register and comply all the necessary compliances necessary for registration of the aforesaid Consent Deed Without Consideration and the Power of Attorney both dated 21 February 2019.



y. From the Mutation Entry No.8881, it appears that pursuant to Notification dated 7 May 2010 bearing No. RaBhuA/PtKr. 180/L-1 for updating and computerizing the hand written revenue records, the 7/12 extracts of the said Property inter alia other properties were corrected in terms of Order dated 10 July 2010 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property No. 3, fresh account numbers were recorded.

z. **ULC:-**

It appears that Nivrutti Genu Balwadkar had filed returns under Section 6(1) and 15 of the Urban Land (Ceiling and Regulation) Act, 1976, ("ULC Act"). Pursuant thereto an Order dated 29 January 2005 in Case bearing No. 1855-B4, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 29 January 2005, it appears that, the total holding of Nivrutti Genu Balwadkar was shown as follows:

-Under Section 6(1) of the ULC Act:

Sr.No.	Village	Survey No.	Area In Sq. Mtrs.
1.	Balewadi	10/15	2600-00
2.	Balewadi	10/16	2600-00
Total in Sq. Mtrs.			5200-00

-Under Section 15 of the ULC Act:

Sr.No.	Village	Survey No.	Area In Sq. Mtrs.
1.	Balewadi	13/5	3500-00
2.	Balewadi	15/1C	3500-00
3.	Balewadi	22/10B	17300-00
4.	Balewadi	27/4B	7100-00
5.	Balewadi	34/8	51300-00
Total in Sq. Mtrs.			82700-00

The said Authority vide their Order dated 29 January 2005, passed an order stating that, the declarant Nivrutti Genu Balwadkar holds vacant land admeasuring 51800 sq. mtrs. in excess of the ceiling limit of the said Act. However, the declarant had requested that the retainable land may be carved out from Survey Nos. 13/5, 15/1C, 22/10B and 27/4B(part) which was considered by the said Authority while passing the aforesaid Order. Accordingly, the vacant land admeasuring 51800 sq. mtrs. in excess of the ceiling limit of the said Act was carved out of his other lands bearing Survey Nos. 27/4(pt) and 34/8 of Village Balewadi only.

IV. Facts of the Property Nos. 4 and 10 [Survey No. 13 Hissa No. 6 and Survey No. 13 Hissa No. 11]:-

a. On perusal of the Mutation Entry No.876 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier plain form no. 12, in the "Wahwar" (actual occupancy) of Survey No. 13, a re-demarcation was



caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. WSL/594 passed by the Mamlatdar Taluka Havelli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hisses. As such, lands bearing Survey No. 13/6 admeasuring 11 Gunthas (hereinafter referred to as the "said Land No.4") and Survey No. 13/11 admeasuring 25 Gunthas (hereinafter referred to as the "said Land No.10") were allotted to Genu Kanhu Balwadkar. Accordingly, the effect of aforesaid Phalnibra was given to the 7/12 extract, and the name of Genu Kanhu Balwadkar was recorded as the owner in the record of rights with respect to the said Lands.

- b. Vide Mutation Entry No. 770 dated 12 May 1989 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land No.1 in the form of 11 Gunthas was changed to 11 Ares, i.e. the said Property No.4 and the said Land No.2 in the form of 25 Gunthas was changed to 25 Ares, i.e. the said Property No.10 and the name of Genu Kanhu Balwadkar was recorded as owner in the record of rights of the said Properties.
- c. By a Deed of Partition dated 18 November 1993, registered with the Office of Sub Registrar Havelli No.4, at Serial No.5450/1993, executed by (1) Genu Kanhu Balwadkar, (2) Maruti Genu Balwadkar, (3) Shantaram Genu Balwadkar, (4) Parvalibai Genu Balwadkar, (5) Baban Kanhu Balwadkar, (6) Ananda Baban Balwadkar, (7) Dattatray Baban Balwadkar, (8) Dhanaji Baban Balwadkar, (9) Janabai Baban Balwadkar, (10) Govind Kanhu Balwadkar, (11) Sandip Govind Balwadkar, (12) Sarubai Govind Balwadkar, (13) Balasaheb Kanhu Balwadkar, (14) Sambhaji Balasaheb Balwadkar, (15) Sanjay Balasaheb Balwadkar, (16) Sundarabai Balasaheb Balwadkar, (17) Shivaji Kanhu Balwadkar, (18) Dnyaneshwar Shivaji Balwadkar and (19) Malan Shivaji Balwadkar partitioned their various properties including the said Property Nos.4 and 10 and pursuant to the same, the said Property Nos.4 and 10 came to the share of (1) Genu Kanhu Balwadkar, (2) Maruti Genu Balwadkar, (3) Shantaram Genu Balwadkar and (4) Parvalibai Genu Balwadkar. Accordingly, the effect of aforesaid Partition Deed was given to the record of rights of the said Property Nos.4 and 10 vide Mutation Entry No.3151 dated 16 June 1996. While certifying the Mutation Entry No.3151, a remark is recorded stating that the names of Kalabai Raghunath Kote, Leelabai Eknath Dhore and Bhimabai Kulkarni Bhondwe are to be continued in view of Mutation Entry No. 3109. Mutation Entry No.3109 is mentioned herein below.
- d. From the Mutation Entry No. 3109 dated 16 June 1996, it appears that Genu Kanhu Balwadkar expired on 19 April 1996, leaving behind the following as his heirs,
 - i) Parvalibai Genu Balwadkar (Wife);
 - ii) Maruti Genu Balwadkar (Son);
 - iii) Shantaram Genu Balwadkar (Son);
 - iv) Kalabai Raghunath Kote (Daughter);
 - v) Leelabai Eknath Dhore (Daughter);
 - vi) Bhimabai Kulkarni Bhondwe (Daughter);



- vii) Baban Kanhu Balwadkar (Brother);
- viii) Govind Kanhu Balwadkar (Brother);
- ix) Gul Kanhu Balwadkar (Brother);
- x) Shivaji Kanhu Balwadkar (Brother);

Accordingly, the names of aforesaid (i) to (x) were recorded as owners in the record of rights of the said Property Nos.4 and 10.

- e. By a Development Agreement dated 5 August 2003, registered with the Office of Sub-Registrar, Havell No.4, at Serial No.6895/2003, made and entered into between (1) Parvatibai Genu Balwadkar, (2) Maruti Genu Balwadkar for himself, manager and karta of his Hindu Undivided Family and as a natural guardian of his minor children, (3) Nila Maruti Balwadkar, (4) Shantaram Genu Balwadkar for himself, manager and karta of his Hindu Undivided Family and as a natural guardian of his minor children, (5) Nirmala Shantaram Balwadkar, (6) Kalabai Raghunath Kute, (7) Lilabai Eknath Dhore and (8) Bhimabai Kalutam Bhondive referred to as the Owners therein, Garud Developer Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Developers therein and Ravinda Babanrao Garudkar referred to as the Consenting Party therein, the Owner therein granted development rights in respect of the said Property Nos.4 and 10 in favour of the Developer therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.
- f. Pursuant to the aforesaid Development Agreement dated 5 August 2003, the Owner and Consenting Party therein also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Havell No.4, at Serial No.8696/2003, appointing the Developer therein as their attorney to do all the acts, deeds, maller and things as more particularly stated therein with respect to the said Property Nos.4 and 10.
- g. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 5 August 2003 the aforesaid (1) Shantaram Genu Balwadkar and (2) Nirmala Shantaram Balwadkar executed an Acknowledgement Receipt dated 12 January 2005, notarized at Serial No.189/2005 with D. B. Khaladkar Notary, Govt. Of Maharashtra, and (1) Maruti Genu Balwadkar and (2) Nila Maruti Balwadkar executed an Acknowledgement Receipt dated 13 January 2005, notarized at Serial No.213/2005 with D. B. Khaladkar Notary, Govt. Of Maharashtra, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property Nos.4 and 10 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 5 August 2003. On further perusal of the Acknowledgement Receipt dated 19 January 2005 it is noticed that (1) Shivaji Kanhu Balwadkar, (2) Meen Shivaji Balwadkar, (3) Dnyaneshwar Kanhu Balwadkar and (4) Ganesh Shivaji Balwadkar have consented to the transfer of the said Property by the Developer in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.
- h. By a Release Deed dated 5 August 2003, registered with the Office of Sub-Registrar Havell No.4, at Serial No.8897/2003, made and entered into



between (1) Kamlebai Raghunath Kete, (2) Lubabai Eknath Dhore and (3) Bhimabai Kaluram Bhondwe referred to as the **Releasors** therein and (1) Maruti Genu Balwadkar and (2) Shantaram Genu Balwadkar referred to as the **Releasees** therein, the **Releasors** therein released all their right, title and interest in the said Property Nos.4 and 10 in favour of the **Releasees** i.e. their brothers therein without any consideration and on the terms and conditions stated therein. It appears that, the effect of the aforesaid Release Deed dated 5 August 2003 remains to be given to the record of rights of the said Property Nos.4 and 10.

i. From the Mutation Entry No. 5577 dated 28 June 2005, it appears that Parvatibai Genu Balwadkar expired on 25 June 2004, leaving behind the following as her heirs,

- i) Maruti Genu Balwadkar (Son);
- ii) Shantaram Genu Balwadkar (Son);
- iii) Kamlebai Raghunath Kete (Daughter);
- iv) Leelabai Eknath Dhore (Daughter);
- v) Bhimabai Kaluram Bhondwe (Daughter);

Since the names of the aforesaid (i) to (v) were already recorded as owners in the record of rights of the said Properties, the name of deceased Parvatibai Genu Balwadkar was deleted from the record of rights of the said Property Nos.4 and 10. It appears that even though aforesaid (ii) to (v) have executed Release Deed dated 5 August 2003, its effect remains to be given in the record of rights.

j. ULC:-

It appears that Parvatibai Genu Balwadkar and Others had filed returns under Section 15 of the Urban Land (Ceiling and Regulation) Act, 1978, ("ULC Act"). Pursuant thereto an Order dated 28 January 2005 in Case bearing No. 1663-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 28 January 2005, it appears that, the total holdings of Parvatibai Genu Balwadkar and Others were shown as follows:

Under Section 15 of the ULC Act:

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/2	2600-00
2.		13/8	1100-00
3.		13/11	2500-00
4.		19/3A/1	4000-00
Total in Sq. Mtrs.			10200-00

The said Authority vide their Order dated 28 January 2005, passed an order stating that, the declarant Parvatibai Genu Balwadkar and Others does not hold surplus vacant land in excess of the ceiling limit of the said ULC Act in Survey Nos.13/2, 13/8, 13/11 and 19/3A/1.



V. Facts of the Property Nos. 6, 7, 12 and 13 [Survey No. 13 Hissa No. 8/1, Survey No. 13 Hissa No. 8/2, Survey No. 13 Hissa No. 13B/1 and Survey No. 13 Hissa No. 13B/2]:-

A. COMMON DEVOLUTION IN RESPECT OF S.NO.13/8 AND 13/13B :-

- a. On perusal of the Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phainibara form no. 12, in the "Wahifwaf" (actual occupancy) of Survey No. 13, a re-demarcation was caused whereby a new phainibara was prepared under Order dated 1 March 1958 bearing No. SP/SPR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 passed by the Mamtadar Taluka Havell, the record of Survey No. 13 was revised and was bifurcated in 19 sub hisses. As such, lands bearing Survey No. 13/8 admeasuring 09 Gunthas and Survey No. 13/13 admeasuring 01 Acre 39 Gunthas were allotted to Kondiba Dhondiba Balwadkar. Accordingly, the effect of aforesaid Phainibara was given to the 7/12 extract, and the name of Kondiba Dhondiba Balwadkar was recorded as the owner in the record of rights with respect to the said Survey no. 13/8 and Survey No. 13/13.
- b. From Mutation Entry No.677 dated 24 April 1958, it appears that, vide Sale Deed dated 27 December 1944, one Gangaram Sakharam Ghanwat purchased an area admeasuring 2 Acres 2.5 Gunthas out of land bearing Survey No. 13, from Kondiba Dhondiba Balwadkar and Sitaram Dhondiba Balwadkar. However, out of an area admeasuring 2 Acres 2.5 Gunthas, possession of an area admeasuring 1 Acre 25 Gunthas was given to Gangaram Sakharam Ghanwat (This area was numbered as Survey No.13/12, as mentioned hereinafter). Thereafter, Gangaram Sakharam Ghanwat filed a Civil Suit bearing No.1587/1956, for obtaining the possession of balance 17.5 Gunthas. Pursuant thereto, vide an order passed in Civil Suit bearing No.1587/1956 and order passed in decree bearing No. 240/1957, a new phainibara area admeasuring 17.5 Gunthas out of Survey No.13/13 was created on 12 February 1958 and the same was ordered to be held by Gangaram Sakharam Ghanwat. Pursuant to the aforesaid order, Hissa No.13 was subdivided as follows:

Survey No.	Area	Name of Owner
13/13A	17.5 Gunthas	Gangaram Sakharam Ghanwat
13/13B	1 Acre 22.5 Gunthas	Kondiba Dhondiba Balwadkar

The 7/12 extract of or Survey No.13/13A was subsequently added to the 7/12 extract for Survey No.13/12 as mentioned hereinafter.

- c. Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Survey No. 13/8 in the form of 9 Gunthas was changed to 9 Ares, and the said Survey No. 13/13B in the form of 1 Acre 22.5 Gunthas was changed to 63 Ares, and the name of Kondiba Dhondiba Balwadkar was recorded as owner in the record of rights of the said Properties.



d. From the Mutation Entry No. 893 dated 1 April 1981, it appears that Kondiba Dhondiba Balwadkar expired on 14 December 1977, leaving behind the following as his heirs,

- Dinkar Kondiba Balwadkar (Son);
- Shantabai Vishwanath Dhankude (Daughter);
- Shakubai Namdev Kaspati (Daughter);
- Sakubai Sadasiv Tupe (Daughter);

Accordingly, the name of aforesaid (i) was recorded in the owners column and the names of aforesaid (ii) to (iv) were recorded in the other rights column of the record of rights of the said Survey No. 13/8 and Survey No. 13/13B.

e. From the Mutation Entry No. 1048 dated 25 January 1985, it appears that, Sitaram Dhondiba Balwadkar expired on 20 September 1964, leaving behind the following as his heirs,

- Baban Sitaram Balwadkar (Son);
- Vatsala Eknath Ranawade (Daughter);
- Hausebal Sopan Nimbalkar (Daughter);
- Mandabai Sitaram Balwadkar (Wife).

Accordingly, the names of aforesaid number (1) and (4) were recorded as owner in the owners' column of the said Survey No. 13/8 and Survey No. 13/13B.

f. Pursuant to the aforesaid, the record of rights in respect of the said Survey No. 13/8 and Survey No. 13/13B reflected as follows:

Survey No.	Area	Share	Name of Owners
13/8	4.5 Ares	8 Aana, i.e. 50%	Dinkar Kondiba Balwadkar
	4.5 Ares	8 Aana, i.e. 50%	1. Baban Sitaram Balwadkar 2. Mandabai Sitaram Balwadkar
13/13B	31.5 Ares	8 Aana, i.e. 50%	Dinkar Kondiba Balwadkar
	31.5 Ares	8 Aana, i.e. 50%	1. Baban Sitaram Balwadkar 2. Mandabai Sitaram Balwadkar

The names of the sisters of Dinkar Kondiba Balwadkar viz. Shantabai Vishwanath Dhankude, Shakubai Namdev Kaspati and Sakubai Sadasiv Tupe continued reflecting in the other rights column of the record of rights of the said Survey No. 13/8 and Survey No. 13/13B.

g. From Mutation Entry No. 3807 dated 11 December 1997, it appears that, pursuant to an Order bearing No. THNO/KAVI/6784/93 dated 10 December 1997, passed by the Tahsildar Havelli, the names of Hausebal Sopan Nimbalkar and Vatsala Eknath Ranawade were recorded for the 8 Aana share in the Survey No. 13/13B Pursuant to the aforesaid the position was as follows:



Survey No.	Area	Share	Name of Owners
13/8	4.5 Ares	8 Aana, i.e. 50%	Dinkar Kondiba Balwadkar
	4.5 Ares	8 Aana, i.e. 50%	1. Baban Sitaram Balwadkar 2. Mandabai Sitaram Balwadkar
13/13B	31.5 Ares	8 Aana, i.e. 50%	Dinkar Kondiba Balwadkar
	31.5 Ares	8 Aana, i.e. 50%	1. Baban Sitaram Balwadkar 2. Mandabai Sitaram Balwadkar 3. Hausabai Sopan Nimbalkar 4. Vatsala Eknath Ranawade

h. By a Development Agreement dated 17 July 2002, registered with the Office of Sub-Registrar, Havelli No.4, at Serial No.5995/2002, made and entered into between (1) Mandabai Sitaram Balwadkar, (2) Baban Sitaram Balwadkar for himself, manager and karta of his Hindu Undivided Family and the natural guardian of his minor son Bapu at serial no.5, (3) Lata Baban Balwadkar, (4) Vinod Baban Balwadkar, (5) Bapu Baban Balwadkar, (6) Kavita Haridas Ranawade, (7) Savita Baban Balwadkar, (8) Vatsalbai Eknath Ranawade and (9) Hausabai Sopanrao Nimbalkar referred to as the Owners therein, Garood Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Developers therein and Ravindra Babanrao Garudkar referred to as the Consenting Party therein, the Owner therein granted development rights in respect of their undivided area in land admeasuring 4.5 Ares out of total land admeasuring 9 Ares bearing Survey No.13/8 and the land admeasuring 31.5 Ares out of total land admeasuring 63 Ares bearing Survey No.13/13B in favour of the Developer therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement at or for the consideration and in the manner more particularly stated therein. On perusal of the contents of the Development Agreement dated 17 July 2002, it is stated that since the Consenting Party had facilitated the transaction, he has been joined as a Consenting Party.

i. Pursuant to the aforesaid Development Agreement dated 17 July 2002, the Owner and Consenting Party therein also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Havelli No.4, at Serial No 5996/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to Survey No.13/8 and Survey No.13/13B inter alia the power to sell, transfer and convey the Survey No.13/8 and Survey No.13/13B.

j. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 17 July 2002 the aforesaid (1) Mandabai Sitaram Balwadkar (deceased) through her heirs (1a) Baban Sitaram Balwadkar for himself, manager and karta of his Hindu Undivided Family, (1b) Late Baban Balwadkar, (1c) Vinod Baban Balwadkar, (1d) Bapu Baban Balwadkar, (1e) Kavita Haridas Ranawade, (1f) Savita Nathabhai Reut, (2) Vatsalbai Eknath Ranawade a deceased through her heirs (2a) Eknath Ramchau Ranawade for himself, manager and karta of his Hindu Undivided Family, (2b) Dattatray Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian for his children, (2c) Haridas Eknath



Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian for his children, (2d) Digamber Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian for his children, (2e) Shobha Shanker More, (2f) Mandar Uttam Jadhav and (3) Housebal Gopanrao Nimbalkar, (3a) Sopenrao Baburao Nimbalkar for himself, manager and karta of his Hindu Undivided Family, (3b) Balu Sopenrao Nimbalkar for himself, manager and karta of his Hindu Undivided Family and as natural guardian for his children, (3c) Uttam Sopenrao Nimbalkar for himself, manager and karta of his Hindu Undivided Family and as natural guardian for his children, (3d) Rukmini Chandrakant Chandre for herself and as natural guardian for her children and (3e) Mangal Vitthal Dahibhate for herself and as natural guardian for her children, executed an Acknowledgement Receipt dated 28 January 2010, notarized at Serial No.180/2010 with D.B.Khatodkar Notary, Govt. Of Maharashtra, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of Survey No.13/8 and Survey No.13/13B from Garood Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 17 July 2002. On further perusal of the Acknowledgement Receipt dated 28 January 2010 it is noticed that aforesaid Baban Sitaram Balwadkar and others have consented to the transfer of land admeasuring 4.5 Acres out of total land admeasuring 9 Acres bearing Survey No.13/8 and the land admeasuring 31.5 Acres out of total land admeasuring 63 Acres bearing Survey No.13/13B by the Developer in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.

k. From Mutation Entry No.5968 dated 8 February 2007, it appears that, pursuant to the Order bearing No.HNO/KAVI/4217/2006 dated 15 January 2007, passed by the Tehsildar Havell, as per holding in the said Properties separate 7M2 extrae were opened. Pursuant to the aforesaid Order dated 15 January 2007, the record of rights reflected as follows:

Survey No.	Area	Share	Name of Owners
13/8/1 (hereinafter referred to as the "said Property No.6")	4.5 Acres	8 Aana, i.e. 50%	1. Dinkar Kondiba Balwadkar 2. Shantabai Vishwanath Dhankude, 3. Shukubai Namdev Kasape 4. Sekubai Sadeshiv Tupe
13/8/2 (hereinafter referred to as the "said Property No.7")	4.5 Acres	8 Aana, i.e. 50%	1. Baban Sitaram Balwadkar 2. Mandabai Sitaram Balwadkar
13/13B/1 (hereinafter referred to as the "said Property No.12")	31.5 Acres	8 Aana, i.e. 50%	1. Dinkar Kondiba Balwadkar 2. Shantabai Vishwanath Dhankude, 3. Shukubai Namdev Kasape 4. Sekubai Sadeshiv Tupe



13/13B/2 (hereinafter referred to as the "said Property No.13")	31.5 Ares	9 Aana i.e. 50%	1. Baban Sitaram Balwadkar 2. Mendabai Sitaram Balwadkar 3. Hausabel Sopan Nimbalkar 4. Vetsala Eknath Renawade
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The names of the sisters of Dinkar Kondiba Balwadkar viz. Shantabai Vishwanath Dhankude, Shakubai Namdev Kaspale and Sakubai Sadashiv Tupe, which were reflecting in the other rights column, vide aforesaid Mutation Entry No.5968, were recorded in the owners column of the record of rights of the said Property No.6 and 12.

**B. COMMON DEVOLUTION IN RESPECT OF PROPERTY NO. 6 i.e. S.NO.13/3H
AND PROPERTY NO. 12 i.e. S.NO.13/13B/1 :-**

- By a Release Deed dated 6 January 2010, registered with the Office of Sub-Registrar, Havell No.18, at Serial No.304/2010, made and entered into between (1) Shakubai alias Sakhubai Namdev Kaspale, since deceased through her legal heirs (1a) Tanaji Namdev Kaspale, (1b) Vimal Dashrath Marne and (2) Sakubai Sadashiv Tupe referred to as the Releasees therein and Dinkar Kondiba Balwadkar referred to as the Releasee therein, the Releasees therein released all their right, title and interest in respect of the said Property No.6 and 12 along with certain other lands in favour of the Releasee therein, without any consideration and on the terms and conditions stated therein.
- By a Release Deed dated 6 January 2010, registered with the Office of Sub-Registrar, Havell No.18, at Serial No.305/2010, made and entered into between Shantabai Vishwanath Dhankude, since deceased through her legal heirs (1) Kashinath Vishwanath Dhankude, (2) Banshi Vishwanath Dhankude, (3) Vitthal Vishwanath Dhankude, (4) Bhanudas Vishwanath Dhankude, (5) Vimal Shivaji Nimbhan and (6) Suman Prakash Pawale referred to as the Releasees therein and Dinkar Kondiba Balwadkar referred to as the Releasee therein, the Releasees therein released all their right, title and interest in respect of the said Property No.6 and 12 along with certain other lands in favour of the Releasee therein, without any consideration and on the terms and conditions stated therein.
- Upon perusal of the 7/12 extract for the years 2010 to 2015 of the said Property No.6 and 12, it appears that, the effect of the aforesaid two Release Deeds remained to be given and the names of the Shantabai Vishwanath Dhankude, Shakubai Namdev Kaspale and Sakubai Sadashiv Tupe still reflect in the owners column of record of rights of the said Property No.6 and 12.
- By an Agreement to Sell dated 6 April 2010, registered with the Office of Sub-Registrar, Havell No.2, at Serial No.2999/2010, made and entered into between (1) Dinkar Kondiba Balwadkar as a karta and manager of his Hindu Family, (2a) Dasherath Dinkar Balwadkar, (2b) Deepak Dasherath Balwadkar, (2c) Sarika Umesh Marne nee Sarika Dasherath Balwadkar, (2d) Ashvini Sachin Ghogre nee Ashwini Dasherath Balwadkar, (2e) Tanuja Dasherath Balwadkar, (3a) Shindhu Shankar Balwadkar, (3b) Viehal Shankar Balwadkar, (3c) Sujata Shankar Balwadkar, (4a) Usha Omkar Balwadkar, (4b) Valbhav Omkar Balwadkar, (4c) Tushar Omkar Balwadkar.



(5) Machhindra Dinkar Balwadkar, (5a) Smit Machhindra Balwadkar (5b) Samir Machhindra Balwadkar, (5c) Savita Machhindra Balwadkar and (6) Bedam Laxman Ghogare referred to as the Vendors therein, (1) Vascon Engineers Limited through its managing Director R Vasudevan and (2) Phoenix Habtats Private Limited represented by its authorized signatory Shresh Gangakhedkar referred to as the Purchasers therein, the Vendors therein agreed to sell, transfer and convey all their right, title and interest in respect of the said Property No.6 and 12 in favour of the Purchasers therein for the consideration and on the terms and conditions stated therein. An important condition mentioned in the aforesaid Agreement to Sell dated 6 April 2010 was that, the balance consideration of Rs.93,69,000/- (Rupees Ninety Three Lakh and Sixty Nine Thousand Only) (hereinafter referred to as the "said balance consideration No.1") was to be paid within period of 7.5 months from the date of execution of the aforesaid Agreement to Sell dated 6 April 2010 and the balance consideration of Rs.93,69,000/- (Rupees Ninety Three Lakh and Sixty Nine Thousand Only) (hereinafter referred to as the "said balance consideration No.2") was to be paid within period of 15 months from the date of execution of the aforesaid Agreement to Sell dated 6 April 2010. For the security of balance consideration No.1, a first charge of the Vendors in respect of Flat No.A/801 admeasuring 186.23 Sq.Mtrs. on the 8th floor along with one tandem car park in the project know as "WILLOWS" was created and for the security of balance consideration No.2, a first charge in respect of Flat No.A/802 admeasuring 186.23 Sq. Mtrs. on the 8th floor along with one tandem car park in the project know as "WILLOWS" was created.

e. Pursuant to the aforesaid Agreement to Sell dated 6 April 2010, the Vendors therein also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Havelli No.2, at Serial No.3000/2010, appointing the Purchasers therein as their attorneys to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No.6 and 12.

f. A Deed of Correction dated 7 May 2010, registered with the Office of Sub-Registrar, Havelli No.2, at Serial No.4044/2010 was made and entered into between (1) Dinkar Kondiba Balwadkar as a karte and manager of his Hindu Family, (2a) Dasharath Dinkar Balwadkar, (2b) Deepak Dasharath Balwadkar, (2c) Sarika Umesh Mame nee Sarika Desharath Balwadkar, (2d) Ashvini Sachin Ghogre nee Ashvini Dasharath Balwadkar, (2e) Tanuja Desharath Balwadkar, (3a) Shindhu Shankar Balwadkar, (3b) Vishal Shankar Balwadkar, (3c) Sujata Shankar Balwadkar, (4a) Usho Omkar Balwadkar, (4b) Vaibhav Omkar Balwadkar, (4c) Tushar Omkar Balwadkar, (5) Machhindra Dinkar Balwadkar, (5a) Smit Machhindra Balwadkar (5b) Samir Machhindra Balwadkar, (5c) Savita Machhindra Balwadkar and (6) Bedam Laxman Ghogare through their constituted attorney Shresh Gangakhedkar referred to as the Vendors therein, (1) Vascon Engineers Limited through its managing Director R Vasudevan and (2) Phoenix Habtats Private Limited represented by its authorized signatory Shresh Gangakhedkar referred to as the Purchasers therein. From the Deed of Correction, it appears that, the description of the Flat on which charge for balance consideration No.2 was created was inadvertently written as Flat No.A/802 instead of Flat No.C/801. The said error/mistake in the Agreement to Sell dated 6 April 2010 was corrected as follows:



Page No.	Clause No.	Line No.	Erron/Mistake	Correction
10	(d)	5	A/802	C/801

g. By a Deed of Declaration dated 1 December 2010, registered with the Office of Sub-Registrar, Haveli No.2, at Serial No.10551/2010, made and entered into between (1) Dinkar Kondiba Balwadkar, (2a) Dusharath Dinkar Balwadkar, (2b) Deepak Dusharath Balwadkar, (2c) Sarika Umesh Manee Sarika Dusharath Balwadkar, (2d) Ashvini Sachin Ghogre nee Ashvini Dusharath Balwadkar, (2e) Tanuja Dusharath Balwadkar, (3a) Shindhu Shankar Balwadkar, (3b) Vishal Shankar Balwadkar, (3c) Sujata Shankar Balwadkar, (4a) Usha Omkar Balwadkar, (4b) Vaibhav Omkar Balwadkar, (4c) Tushar Omkar Balwadkar, (5) Machhindra Dinkar Balwadkar, (5a) Smit Machhindra Balwadkar (5b) Samir Machhindra Balwadkar, (5c) Savita Machhindra Balwadkar and (6) Badam Laxman Ghogare through their constituted attorney Shresh Gangakhedkar referred to as the Vendors therein, (1) Vascon Engineers Limited through its managing Director R Vasudevan and (2) Phoenix Habitats Private Limited represented by its authorized signatory Shresh Gangakhedkar referred to as the Purchasers therein, pursuant to the payment of balance consideration No.1, the charge of the Vendors over Flat No.A/801 admeasuring 186.23 Sq.Mtrs. on the 8th floor along with one tandem car park in the project know as "WILLOWS" was released by the Vendors.

h. From Mutation Entry No. 7007, dated 4 March 2011, it appears that Dinkar Kondiba Balwadkar expired on 11 December 2010, leaving behind the following as his heirs,

- a) Dusharath Dinkar Balwadkar, (Son)
- b) Machhindra Dinkar Balwadkar (Son)
- c) Shankar Dinkar Balwadkar (Predceased Son)
 - i. Shindhu Shankar Balwadkar, (Daughter-in-Law)
 - ii. Vishal Shankar Balwadkar, (Grandson)
 - iii. Sujata Shankar Balwadkar (Granddaughter)
- d) Omkar Dinkar Balwadkar (Predceased Son)
 - i. Usha Omkar Balwadkar, (Daughter-in-Law)
 - ii. Vaibhav Omkar Balwadkar, (Grandson)
 - iii. Tushar Omkar Balwadkar(Grandson)
- e) Badam Laxman Ghogare (Daughter)
- f) Chandrabhaga Dinkar Balwadkar (Wife)

Accordingly, the names of aforesaid (a) to (f) were recorded in the record of rights of the said Property No.6 and 12.

i. By a Sale Deed dated 2 July 2011, registered with the Office of Sub-Registrar, Haveli No.2, at Serial No.7420/2011, made and entered into between (1) Chandrabhaga Dinkar Balwadkar, (2a) Dusharath Dinkar Balwadkar, (2b) Deepak Dusharath Balwadkar, (2c) Sarika Umesh Manee Sarika Dusharath Balwadkar, (2d) Ashvini Sachin Ghogre nee Ashvini Dusharath Balwadkar, (2e) Tanuja Dusharath Balwadkar, (3a) Shindhu Shankar Balwadkar, (3b) Vishal Shankar Balwadkar, (3c) Sujata Shankar Balwadkar, (4a) Usha Omkar Balwadkar, (4b) Vaibhav Omkar Balwadkar, (4c) Tushar Omkar Balwadkar, (5) Machhindra Dinkar Balwadkar, (5a)



Smita Machhindra Balwadkar (5b) Samir Machhindra Balwadkar, (5c) Savita Machhindra Balwadkar and (6) Badam Laxman Ghogare Sr. No. 2(a) to 4(c) and Sr. no. 5 (a) to (6) through their Constituted Attorney Shirish Gangakhedkar referred to as the Vendors therein, (1) Vascon Engineers Limited through its managing Director R. Vasudevan and (2) Phoenix Habitats Private Limited represented by its authorized signatory Shirish Gangakhedkar referred to as the Purchasers therein, the Vendors therein sold, transferred and conveyed all their right, title and interest in respect of the said Property No.6 and 12 in favour of the Purchasers therein for the consideration and on the terms and conditions stated therein. Further, pursuant to the payment of balance consideration No.2, the charge of the Vendors over a Flat No.C/601 admeasuring 186.23 Sq.Mtrs. on the 8th floor along with one tandem car park in the project known as "WILLOWS" was also released by the Vendors. Pursuant to the aforesaid Sale Deed dated 2 July 2011, Mutation Entry No. 7304 dated 15 December 2011 was effected in the owners' column of record of rights for the said Property No.6 and 12.

C. COMMON DEVOLUTION IN RESPECT OF SAID PROPERTY NO. 7 i.e. S.NO.13/8/2 AND SAID PROPERTY NO. 13 i.e. S. NO. 13/13B/2 :-

- a. By and under a Development Agreement dated 19 June 2007 registered with the Office of Sub Registrar Havelli No.15, at Serial No.4519/2007, made and entered into between Garood Developers Private Limited (formerly known as Garood Developers Private Limited) referred to as the Vendor, M/s. Vascon Engineers Limited referred to as the Developer and M/s. Phoenix Habitats Private Limited referred to as the Co-Developer, the Vendor assigned development rights in respect of the said Property No.7 and 13 in favour of the Developer and the Co-Developer for the consideration and on the terms and conditions stated therein.
- b. Pursuant to the Development Agreement dated 19 June 2007 the Vendor therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Havelli No.15, at Serial No.4520/2007, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No.7 and 13.
- c. By and under a Deed of Confirmation dated 28 January 2010, registered with the office of Sub-Registrar, Havelli No.19 at Serial No.823/2010, made and entered into between Garood Developer Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Party of the First Part therein, and (1) Deceased Mandabai Silaram Balwadkar through her legal heirs viz. (i) Baban Silaram Balwadkar for himself, manager and karta of his Hindu Undivided Family, (ii) Lala Baban Balwadkar, (iii) Vinod Baban Balwadkar, (iv) Bapu Baban Balwadkar, (v) Kavita Haridas Ranawade, (vi) Savita Nathabhai Raul, (2) Deceased Valselbal Eknath Ranawade through her legal heirs viz. (i) Eknath Rambhau Ranawade for himself, manager and karta of his Hindu Undivided Family, (ii) Dattatrey Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family, (iii) Haridas Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family, (iv) Digambar Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family (v) Shobha Shankar More, (vi) Nanda Uttam Jadhav and (3) Hausabai Sopanrao Nimbalkar (i) Sopanrao Baburao Nimbalkar for himself, manager and karta of his Hindu Undivided Family, (ii) Balu Sopanrao Nimbalkar for himself,



manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (ii) Uttram Sopanrao Nimbalkar for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (iv) Rukmini Chandrekanth Chandere for herself and as natural guardian of her minor children, and (v) Mangal Vitthal Dahibhate for herself and as natural guardian of her minor children referred to as the Party of the Second Part therein, the Party of the Second Part therein confirmed the transfer of development rights in respect of land admeasuring 4.5 Acres bearing Survey No.13/8/2 i.e. said Property No.7 and the land admeasuring 31.5 Acres bearing Survey No.13/13B/2 i.e. said Property No.13 vide Development Agreement and Power of Attorney both dated 17 July 2002, registered with the Office of Sub-Registrar, Havelli No.4, at Serial No.5995/2002 and 5996/2002 respectively in favour of the Party of the First Part therein for the consideration and on the terms and conditions stated therein. Parties at serial No.3 (i) to (v) are the family members of the Party at serial No.3, and have been made party to the aforesaid Deed of Confirmation dated 28 January 2010 as and by way of abundant caution.

d. Pursuant to the Deed of Confirmation dated 28 January 2010 the Party of the Second Part therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.1B, at Serial No.824/2010, appointing the Party of the First Part therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the land admeasuring 4.5 Acres bearing Survey No.13/8/2 i.e. said Property No.7 and the land admeasuring 31.5 Acres bearing Survey No.13/13B/2 i.e. said Property No.13.

e. By and under a Sale Deed dated 1 November 2018, registered with the office of Sub-Registrar, Haveli No.8 at Serial No.8020/2018, executed by (1) Deceased Mandabai Sitaram Balwadkar through her legal heirs viz. (i) Baban Sitaram Balwadkar for himself, manager and karta of his Hindu Undivided Family, (ii) Leela Baban Balwadkar, (iii) Vinod Baban Balwadkar, (iv) Bapu Baban Balwadkar, (v) Kavita Haridas Ranawade, (vi) Savita Nathabhai Raut, (2) Deceased Valsalbal Eknath Ranawade through her legal heirs viz. (i) Eknath Rambhai Ranawade for himself, manager and karta of his Hindu Undivided Family, (ii) Dattatray Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (iii) Haridas Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (iv) Digambar Eknath Ranawade for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (v) Shobha Shanker More, (vi) Nanda Uttram Jadhav and (3) Hausaibai Sopanrao Nimbalkar (i) Sopanrao Baburao Nimbalkar for himself, manager and karta of his Hindu Undivided Family, (ii) Balu Sopanrao Nimbalkar for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (iii) Uttam Sopanrao Nimbalkar for himself, manager and karta of his Hindu Undivided Family and as natural guardian of his minor children, (iv) Rukmini Chandrakant Chandre for herself and as natural guardian of her minor children, and (v) Mangal Vilthal Dahibhata for herself and as natural guardian of her minor children, aforesaid 1(i) to 3(iv) represented through their constituted attorney Garood Developers LLP earlier known as Garood Developpeers Private Limited through its Chairman and Managing Director, Hemant Bhaskarrao Garud referred to as the Vendors therein, Garood Developpeers LLP earlier known as Garood Developpeers Private Limited through its Chairman and Managing Director,



Hemant Bhaskarrao Garud referred to as the Purchasers therein and Ravindra Babanrao Garudkar represented through his constituted attorney Garood Developers LLP earlier known as Garood Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarrao Garud referred to as the Consenting Party therein, the Vendors therein sold, transferred and conveyed all their right, title and interest in respect of land admeasuring 4.5 Acres bearing Survey No.13/3/2 i.e. said Property No.7 and the land admeasuring 31.6 Acres bearing Survey No.13/13B/2 i.e. said Property No.13 in favour of the Purchasers therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave their consent to the aforesaid Development Agreement in the manner more particularly stated therein.

f. During the Index -II searches at the Sub-Registrars offices, certain entries with respect to the said Property No.7 and said Property No.13 were found, details of which are as follows:

1. Transaction with respect to Nandakumar Shankarrao Kokate and Others:-

- By and under a Deed of Correction dated 19 June 2007, registered with the Office of Sub-Registrar Havelli No.5, at Serial No.5194/2007, made and entered into between Baban Sitaram Balwadkar, through his constituted attorney Garood Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarrao Garud referred to as the Vendor therein and (1) Nandakumar Shankarrao Kokate, (2) Nitin Shankarrao Kokate and (3) Maruti Dnyanoba Kokate referred to as the Purchasers therein. It appears that, the Sale Deed dated 2 August 1995 registered with the Office of Sub Registrar Havelli No.4, at Serial No.6832/1995, was executed by Vendor and Mandebal Sitaram Balwadkar in favour of Purchasers for various properties including undivided ½ (Half) share in the land bearing Survey No.13/13B admeasuring 63 Acres and land bearing Survey No.13/8 admeasuring 9 Acres. The Deed of Correction dated 19 June 2007 records that the Vendors never had an intention to sell and Purchasers also never had an intention to purchase the Vendors undivided ½ (Half) share in the land bearing Survey No.13/13B admeasuring 63 Acres and land bearing Survey No.13/8 admeasuring 9 Acres. However, inadvertently, the land bearing Survey No.13/13B admeasuring 63 Acres and land bearing Survey No.13/8 admeasuring 9 Acres were included in the Sale Deed dated 2 August 1995. The aforesaid mistake of inclusion of land bearing Survey No.13/13B admeasuring 63 Acres and land bearing Survey No.13/8 admeasuring 9 Acres was rectified by executing the aforesaid Deed of Correction dated 19 June 2007, without any consideration as more particularly recorded therein.
- By a Deed of Consent Without Consideration dated 19 June 2007, registered with the Office of Sub-Registrar Havelli No.5, at Serial No.5199/2007, made and entered into between (1) Nandakumar Shankarrao Kokate, (2) Nitin Shankarrao Kokate and (3) Maruti Dnyanoba Kokate referred to as the Party of the First Part therein and Garood Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarrao Garud referred to as the



Party of the Second Part therein, Party of the First Part confirmed and gave their unconditional and absolute consent to the Development Agreement and Power of Attorney both dated 17 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No.5995/2002 and 5996/2002 executed in favour of the Party of the Second Part therein without any consideration as more particularly stated therein.

- c. In view of the aforesaid aforementioned Deed of Correction dated 19 June 2007 together with the Deed of Consent Without Consideration dated 19 June 2007, the sale of land bearing Survey No.13/13B admeasuring 63 Ares and land bearing Survey No.13/8 admeasuring 9 Ares vide Sale Deed dated 2 August 1996 stands corrected and modified.
2. Transaction with respect to M/s. Subhash Kadam and Associates:-
 - a. By Development Agreement dated 29 December 2007, registered with the Office of Sub-Registrar, Haveli No.10, at Serial No.2425/2008, made and entered into between (1) Baban Sitaram Balwadkar, (2) Lalabai Baban Balwadkar, (3) Vinod Baban Balwadkar, (4) Savita Nanabhai Raut nee Savita Baban Balwadkar, (5) Bapu Baban Balwadkar, (6) Kavita Haridas Ranawade, (7) Dattatray Eknath Ranawade, (8) Haridas Eknath Ranawade, (9) Digambar Eknath Ranawade and (10) Hausabai Sopanrao Nimbalkar aforesaid (1) to (10) represented through their constituted attorney Ganesh Suresh Pataskar referred to as the Owners therein and M/s. Subhash Kadam and Associates through proprietor Subhash Laxmanrao Kadam referred to as the Developers therein, the Owners therein granted development rights in respect of their undivided ½ (Half) share in land admeasuring 9 Ares bearing Survey No.13/8 and land admeasuring 63 Ares bearing Survey No.13/13B in favour of the Developer therein for the consideration and on the terms and conditions stated therein.
 - b. On perusal of the Development Agreement dated 29 December 2007, it appears that a Power of Attorney dated 8 November 2007 executed by (1) Baban Sitaram Balwadkar, (2) Lalabai Baban Balwadkar, (3) Vinod Baban Balwadkar, (4) Savita Nanabhai Raut nee Savita Baban Balwadkar, (5) Bapu Baban Balwadkar, (6) Kavita Haridas Ranawade, (7) Dattatray Eknath Ranawade, (8) Haridas Eknath Ranawade, (9) Digambar Eknath Ranawade and (10) Hausabai Sopanrao Nimbalkar appointing Ganesh Suresh Pataskar has been annexed. On perusal of the Power of Attorney dated 8 November 2007 it appears that aforesaid (1) to (10) have granted various powers to Ganesh Suresh Pataskar including inter alia the power to sell, transfer and convey the Survey No. 13/8 and Survey No. 13/13B. It further appears that the Power of Attorney is unregistered.
 - c. It appears that both the Power of Attorney dated 8 November 2007 executed in favour of Ganesh Suresh Pataskar and the Development Agreement dated 29 December 2007 executed in favour of M/s. Subhash Kadam and Associates are subsequent to the Development Agreement and Power of Attorney both dated 17



July 2002 executed in favour of Garood Developers Private Limited. Further till date there has been no claim/objection of any nature whatsoever raised by either Ganesh Suresh Pataskar or said M/s. Subhash Kadam and Associates.

3. Transaction with respect to Namdeo Trimbak Vidhate:-

- a. A Deed of Declaration dated 8 April 2008 has been registered with the Office of Sub- Registrar Haveli No.9, at Serial No.3038/2008 and has been executed by Bhausaheb Namdeo Vidhate being the legal heir of one Namdeo Trimbak Vidhate referred to as the Declarant therein, under which he declares inter alia that, his father Late Namdeo Trimbak Vidhate had purchased 50% share in land admeasuring 9 Acres bearing Survey No.13/8 and land admeasuring 83 Acres bearing Survey No.13/13B, vide an unregistered Sale Deed dated 4 October 1989. Further it appears that, Declarant subsequently paid the stamp duty in respect of the Sale Deed dated 4 October 1989. However, the same was not registered. It further appears that, Declarant's father Namdeo Trimbak Vidhate expired on 25 December 2002. After his father's demise, the Declarant got the document appropriately stamped and presented the Sale Deed dated 4 October 1989, with Ramchandra Dasharath Kamble, Maruti Dasharath Kamble and Narayan Dasharath Kamble for registration. We are unable to ascertain the relation of Ramchandra Dasharath Kamble, Maruti Dasharath Kamble and Narayan Dasharath Kamble with the land admeasuring 9 Acres bearing Survey No.13/8 and the land admeasuring 83 Acres bearing Survey No.13/13B and with Namdeo Trimbak Vidhate and/or Bhausaheb Namdeo Vidhate.
- b. Thereafter, by a Deed of Confirmation dated 2 June 2008, registered with the office of Sub-Registrar, Haveli No.9 at Serial No.4578/2008, made and entered into between Bhausaheb Namdeo Vidhate being the legal heir of Namdeo Trimbak Vidhate referred to as the Party of the First Part therein, and (1) Baban Sitaram Balwadkar, (2) Lalabai Baban Balwadkar, (3) Vinod Baban Balwadkar, (4) Savita Baban Balwadkar, (5) Bapu Baban Balwadkar, (6) Kavila Haridas Ranawade, (7) Dattatray Eknath Ranawade, (8) Haridas Eknath Ranawade (9) Digambar Eknath Ranawade and (10) Hausabai Sopanrao Nimbalkar referred to as the Party of the Second Part therein, the Party of the Second Part therein confirmed Sale Deed dated 4 October 1989 executed in favour of Namdeo Trimbak Vidhate and the Deed of Declaration dated 8 April 2008, referred to above.
- c. On perusal of the Deed of Declaration dated 8 April 2008, Sale Deed dated 4 October 1989 and the Deed of Confirmation dated 2 June 2008 it appears that:
 1. The Sale Deed dated 4 October 1989 appears to be executed by (1) Baban Sitaram Balwadkar, (2) Mandabai Sitaram Balwadkar, (3) Housebhai Sopan Nimbalkar and (4) Vatsala Eknath Ranawade as the Vendors therein in favour of Namdeo Trimbak Vidhate as the Purchaser therein. The Sale Deed is insufficiently stamped as it is executed on Stamp Paper of Rs.



20/- (Rupees Twenty Only). Further the Sale Deed is not registered.

2. After about 18 years, the Sale Deed dated 4 October 1989 was impounded under Section 33 of the Bombay Stamp Act, 1958 and the deficit stamp duty alongwith the penalty has been paid on 5 October 2007. A certificate dated 13 December 2007 to that effect, issued by the Collector of Stamps, Pune has been annexed to the Deed of Declaration dated 8 April 2008.
3. Vide Deed of Declaration dated 8 April 2008 the Sale Deed dated 4 October 1989 was annexed to the declaration and the Declaration was unilaterally presented for registration by Bhausaheb Namdeo Vidhate.
4. After about 18 years, the Vendors of Sale Deed dated 4 October 1989 have executed the Deed of Confirmation dated 2 June 2008 in favour of Bhausaheb Namdeo Vidhate, the son of the deceased purchaser as per Sale Deed dated 4 October 1989.
5. The Deed of Declaration dated 8 April 2008 as well as the Deed of Confirmation dated 2 June 2008 are both subsequent to the Development Agreement and Power of Attorney both dated 17 July 2002 executed in favour of Garood Developers Private Limited, referred to earlier.
6. The registration of the Deed of Declaration dated 8 April 2008 and the Deed of Confirmation dated 2 June 2008 executed in favour of Bhausaheb Namdeo Vidhate in our opinion, do not create a valid transfer in his favour in respect of the said 1/2 share in the two properties.

D. COMMON DEVOLUTION IN RESPECT OF SAID PROPERTIES:-

- a. From the Mutation Entry No.8482, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PtKr, 180VL-1 for updating and computerizing the hand written revenue records, the 7/12 extracts of the said Property Nos.1, 2, 3 and 4 interalia other properties were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property the spelling of the name of Pune Municipal Corporation appearing on the owners column of the 7/12 extract thereof was corrected.
- b. ULC:-

It appears that Dinkar Kondiba Balwadkar and Others had filed a returns under Section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976, ("ULC Act"). Pursuant thereto an Order dated 28 January 2005 in Case bearing No. 1664-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Compelling Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 28 January 2005, it appears that, the total holding of Dinkar Kondiba Balwadkar and Others was shown as follows:



Sr.No.	Village	Survey No.	Area in Sq. Mtrs		
			Dinkar K. Balwadkar	Baban S. Balwadkar	Total
1.	Balewadi	13/B	450-00	450-00	900-00
2.	Balewadi	13/13B	3150-00	3150-00	6300-00
3.	Balewadi	19/4A/1	1125-00	1125-00	2250-00
4.	Balewadi	19/4B/1	1125-00	1125-00	2250-00
5.	Balewadi	23/7/1	5977-50	5977-50	11955-00
6.	Balewadi	47/12	3600-00	3600-00	7200-00
Total in Sq. Mtrs.			15427-50	15427-50	30855-00

The said Authority vide its Order dated 28 January 2005, passed an order stating that, the declarant 'Dinkar Kondba Balwadkar and Others' does not hold vacant land in excess of the ceiling limit of the said Act, in the lands bearing Survey Nos. 13/B, 13/13B, 19/4A/1, 19/4B/1, 23/7/1 and 47/12 situated at village Balewadi, Taluka Havell District Pune. The Order dated 28 January 2005 further states that the declarant Baban S. Balwadkar and others hold vacant land in excess of the ceiling limit of the ULC Act, in another property, viz. Survey No.23/7/1 situated at village Balewadi, Taluka Havell District Pune.

VI. Facts of the Property No. 8 [Survey No. 13 Hissa No. 9]:-

- On perusal of the Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in the "Wehiwal" (actual occupancy) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. VSL/594 passed by the Mamlatdar Taluka Havell, the record of Survey No. 13 was revised and was bifurcated in 19 sub hisses. As such, land bearing Survey No. 13/9 admeasuring 1 Acre 33 Gunthas "the said Land No.8" was allotted to Moru Hari Balwadkar. Accordingly, the effect of aforesaid Phalnibara was given to the 7/12 extract, and the name of Moru Hari Balwadkar was recorded as owner in the record of rights with respect to the said Land.
- From 7/12 extract of said Land for the years 1953-54 to 1958-59, it appears that a Tagai charge of Rs.500/- (Rupees Five Hundred) dated 29 July 1949 was recorded in the other rights column of the said Land.
- Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land in the form of 1 Acrea 33 Gunthas was changed to 74 Ares, i.e. "the said Property No.8" and the name of Moru Hari Balwadkar was recorded as owner therein.
- From Mutation Entry No.866 dated 16 February 1975, it appears that, a Tagai loan of Rs.195.75/- (Rupees One Hundred and Ninety Five and Seventy Five Paise) was balance with Moru Hari Balwadkar and therefore,



The said Property was attached with another property, pursuant to which a charge of said attachment was recorded in the other right column of the record of rights of the said Property No.8.

- e. Vide Order bearing No.THO/VATAP/79/85, dated 28 June 1986, passed by the Tehsildar Havelli, it appears that, partition of various properties including the said Property was caused by and between (1) Motu Hari Balwadkar, (2) Nirvutti Hari Balwadkar and (3) Sopan Hari Balwadkar, under Section 85 of the Maharashtra Land Revenue Code, 1960. Pursuant to the partition, the said Property No.8 was allotted to Nirvutti Hari Balwadkar. Accordingly, the effect of aforesaid partition was given to the 7/12 extract, and the name of Nirvutti Hari Balwadkar was recorded as owner in the record of rights vide Mutation Entry No.1153 dated 21 September 1986 with respect to the said Property No.8.
- f. From Mutation Entry No.1696 dated 25 January 1989, it appears that, pursuant to the Circular bearing No.VHT/23/1989 dated 23 January 1989, passed by the Tehsildar Havelli, Tagai charges recorded in the other rights column of various survey numbers including the said Property were deleted.
- g. By a Development Agreement dated 14 June 2001, registered with the Office of Sub-Registrar, Havelli No.4, at Serial No.6782/2001, made and entered into between (1) Nirvutti Hari Balwadkar, (2) Uddhav Nirvutti Balwadkar, (3) Navnath Nirvutti Balwadkar, (4) Mangal Vasant Tapkir, (5) Suman Daderam Bodke, (6) Savitri Nirvutti Balwadkar, (7) Mangal Uddhav Balwadkar for herself and as a natural guardian of her daughters Kajal and Nikita, (8) Kajal Uddhav Balwadkar, (9) Nikita Uddhav Balwadkar, (10) Lata Navnath Balwadkar for herself and as a natural guardian of her daughter Snehal and son Rohan, (11) Snehal Navnath Balwadkar and (12) Rohan Navnath Balwadkar, referred to as the Owners therein and Subhesh Tippanna Nelge referred to as the Developer therein, the Owners granted development rights in respect of the said Property No.8 in favour of the Developer for the consideration and on the terms and conditions stated therein.
- h. Pursuant to the aforesaid Development Agreement dated 14 June 2001, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Havelli No.4, at Serial No.6783/2001, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No.8 inter alia the power to sell, transfer and convey the said Property No. 8.
- i. By and under two separate Deeds of Correction, both dated 13 December 2002, registered with the Office of Sub-Registrar, Havelli No.4, at Serial Nos.10619/2002 and 10620/2002 respectively, made and entered into between (1) Nirvutti Hari Balwadkar for himself and as a manager and karta of his Hindu Undivided Family, (2) Uddhav Nirvutti Balwadkar for himself and as a natural guardian of his daughters Kajal and Nikita and manager and karta of his Hindu Undivided Family, (3) Navnath Nirvutti Balwadkar for himself and as a natural guardian of his daughter Snehal and son Rohan and manager and karta of his Hindu Undivided Family, (4) Mangal Vasant Tapkir, (5) Suman Daderam Bodke, (6) Savitri Nirvutti Balwadkar, (7) Mangal Uddhav Balwadkar, (8) Kajal Uddhav Balwadkar, (9) Nikita Uddhav Balwadkar, (10) Lata Navnath Balwadkar (11) Snehal Navnath Balwadkar



and (12) Rohan Navnath Balwadkar, referred to as the Vendors therein and Subhash Tipanna Nelge referred to as the Promoter/ Developer therein, the executing capacity of the Vendor Nos. 1, 2 and 3 were converted to being manager of their respective Hindu Undivided Families as well as being natural guardian of their respective children. The description of boundaries of the said Property No. 8 as mentioned in the Development Agreement and Power of Attorney both dated 14 June 2001 were also converted in the manner more particularly stated therein.

j. By a Development Agreement dated 13 December 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No.10621/2002, made and entered into between Subhash Tipanna Nelge referred to as the Vendor/Transferor/Assignor therein, Garud Developers Private Limited through its Chairman and Managing Director, Hemant Bhaskarao Garud referred to as the Developers therein, (1) Nivruti Hari Balwadkar for himself and as a manager and karta of his Hindu Undivided Family, (2) Savitri Nivruti Balwadkar, (3) Uddhav Nivruti Balwadkar for himself and as a natural guardian of his daughters Kajal and Nikita and manager and karta of his Hindu Undivided Family, (4) Mangal Uddhav Balwadkar, (5) Navnath Nivruti Balwadkar for himself and as a natural guardian of his daughter Snehal and son Rohan and manager and karta of his Hindu Undivided Family, (6) Lata Navnath Balwadkar (7) Mangal Vasant Tapkir, (8) Suman Dadaram Bodke, (9) Kajal Uddhav Balwadkar, (10) Nikita Uddhav Balwadkar, (11) Snehal Navnath Balwadkar and (12) Rohan Navnath Balwadkar, referred to as the Consenting Party therein, represented through their constituted attorney Subhash Tipanna Nelge and Ravindra Babanrao Garudkar referred to as the Consenting Party therein, the Vendor therein granted development rights in respect of the said Property No.8 in favour of the Developer therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave their consent to the aforesaid Development Agreement in the manner more particularly stated therein.

k. Pursuant to the aforesaid Development Agreement dated 13 December 2002, the Vendor and Consenting Parties therein also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No.10873/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No.8.

l. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 13 December 2002, the aforesaid Subhash Tipanna Nelge executed a Receipt dated 31 December 2003, acknowledging the receipt of Rs.87,00,000/- (Rupees Sixty Seven Lakh Only) being the entire consideration receivable by him in respect of the said Property No.8 from Garud Developers Private Limited under the said Development Agreement and Power of Attorney both dated 13 December 2002. From the Mutation Entry No. 8213 dated 28 July 2015, it appears that Nivruti Hari Balwadkar expired on 14 March 2015, leaving behind the following as his heirs,

1. Savitribai Nivruti Balwadkar (Wife);
2. Navnath Nivruti Balwadkar (Son);
3. Mangal Uddhav Balwadkar (Daughter-in-Law) (wife of pre-deceased son);
4. Kajal Bajrang Tingle (Granddaughter);



5. Nikita Akash Chavhan (Granddaughter);
6. Arjun Uddhav Balwadkar a minor represented through his natural guardian mother Mangal, (Grandson);
7. Mangal Vasant Tapkire (Daughter);
8. Suman Dadaram Bodke (Daughter);

Accordingly, the names of aforesaid persons were recorded as owners in the record of rights of the said Property No. 8.

- m. On perusal of Order dated 14 December 2018 bearing no. EPherphar/ SR/ Balewadi/No.155/2/2018 issued by the Tehsildar, Haveli. It appears that, pursuant to rectification/re-edit of computerized records, the entry in respect of name of Arjun Uddhav Balwadkar has been rectified to Arjun Uddhav Balwadkar through his natural guardian, Mother Mangal Uddhav Balwadkar. Accordingly, Mutation Entry No. 8971 dated 21 December 2018 has been effected in the record of right of the said Property No. 8. Further, on perusal of the 7/12 extract for the year 2018-2019 effect of the Mutation Entry No. 8971 appears to be given to the record of rights of the said Property No. 8. On perusal of Birth Certificate dated 12 October 2018 it appears that Arjun Uddhav Balwadkar is born to Father Uddhav Nivrutti Balwadkar and Mother Mangal Uddhav Balwadkar on 13 May 2002, subsequent to execution of the Development Agreement and the Power of Attorney both dated 14 June 2001.
- n. In our opinion, the Development Agreement and the Power of Attorney both dated 14 June 2001 as well as the Development Agreement and the Power of Attorney both dated 13 December 2002 are of executed for valuable consideration and are valid, existing and binding on the executants as well as their heirs.
- o. From Mutation Entry No.8482, it appears that pursuant to Notification dated 7 May 2018 bearing No. RaGhuA/PtKr, 180/L-1 for updating and computerizing the hand written revenue records, the 7/12 extracts of the said Property interalia other properties were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property the spelling of the name of Pune Municipal Corporation appearing on the owners' column of the 7/12 extract thereof was corrected.
- p. ULC:-

It appears that Nivrutti Hari Balwadkar had filed returns under Section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1978, ("ULC Act"). Pursuant thereto an Order dated 31 December 2004 in Case bearing No. 1656-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 31 December 2004, it appears that, the total holding of Nivrutti Hari Balwadkar was shown as follows:

-Under Section 6(1) of the ULC Act:

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/9	7400-00
Total in Sq. Mtrs.			7400-00



The said Authority vide their Order dated 31 December 2004, passed an order stating that, the declarant Nirutti Hari Balwadkar and others do not hold surplus vacant land in excess of the ceiling limit of the said ULC Act in Survey No. 13/9.

VII. Facts of the Property No. 11 (Survey No. 13 Hissa No. 12):-

- a. Vide Mutation Entry No. 678 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the "Wahlwat" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SPR-48/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. WSL/594 passed by the Mamlatdar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hisse. As such, land bearing Survey No. 13/12 admeasuring 1 Acre 25 Gunthas (hereinafter referred to as the "said Land No. 11") was allotted to Gangaram Saktharam Ghanwat. This is as mentioned in sub-clause (b) of Clause V(A) above. Accordingly, the effect of aforesaid Phalnibara was given to the 7/12 extract, and the name of Gangaram Saktharam Ghanwat was recorded as owner in the record of rights with respect to the said Land No. 11.
- b. From Mutation Entry No. 677 dated 24 April 1954 it appears that Gangaram Saktharam Ghanwat had filed a Suit bearing no. 1587/1956 against Kondiba Dhondiba Balwadkar and Silaram Dhondiba Balwadkar to obtain possession of an area admeasuring 17.5 Gunthas as mentioned in sub-clause (b) of Clause V(A) above. The aforesaid suit was decreed as per the order in Execution Proceeding bearing No. 240/1957 dated 31 August 1957. Accordingly, a new Survey no. 13/13A admeasuring 17.5 Gunthas was carved and formed out of Survey No. 13/13 and merged into the said Land No. 11. Consequently, the said Land No. 11 comprised of land bearing Survey No. 13/12 + 13A totally admeasuring 2 Acres 2.5 Gunthas.
- c. Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1955 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land No. 11 in the form of 2 Acres 2.5 Gunthas was changed to 83 Acres, i.e. the said Property No. 11.
- d. From Mutation Entry No. 790 dated 1 November 1970, it appears that, Gangaram Saktharam Ghanwat expired on 31 January 1970 leaving behind him his sons (1) Muridhar Gangaram alias Gangadhar Ghanwat, (2) Vitthal Gangaram Ghanwat, daughters (3) Yeshodabai Muridhar Polde and (4) Krushnabai Sopanrao Ghule as his only heirs and legal representatives. Accordingly, the names of (1) Muridhar Gangaram Ghanwat, (2) Vitthal Gangaram Ghanwat were recorded in the owners column and the names of (3) Yeshodabai Muridhar Polde and (4) Krushnabai Sopanrao Ghule were recorded in the other rights column of the record of rights of the said Property No. 11.



e. From Mutation Entry No. 5509 dated 21 February 2005, it appears that, as per the communication received from the Revenue and Forest Department, Mantralaya Mumbai dated 13 November 2002 bearing No. SR/PK-4/Bhag 1 L1, the Tehsildar, Haveli passed an Order dated 24 January 2005 bearing No. HaNo/KAVI/868/2005 in order to consolidate and rectify mistake/incorrect numbers given to the respective 7/12 Extracts. Accordingly, description of the said Property No. 11 was changed from Survey No. 13 Hissa No. 12 + 13B to Survey No. 13 Hissa No. 12

f. By an Agreement to Sell dated 27 September 2012, registered with the Office of Sub Registrar Haveli No. 4, at Serial No. 7985/2012, made and entered into between (1) Murlidhar Gangaram Ghanwat for himself and as Manager of his Hindu Undivided Family, (1a) Anjanabai Murlidhar Ghanwat, (2) Vitthal Gangaram Ghanwat for himself and as Karta and Manager of his Hindu Undivided Family, (2a) Zamabal Vitthal Ghanwat, (3) Suryakant Murlidhar Ghanwat, (3a) Nalini Suryakant Ghanwat, (4) Shantaram Murlidhar Ghanwat, (4a) Vaishali Shantaram Ghanwat, (4b) Sagar Shantaram Ghanwat, (4c) Deepali Sachin Nalawade, (4d) Shubhangi Amol Khatape, (5) Anant Murlidhar Ghanwat, (5a) Sangeeta Anant Ghanwat, (5b) Mandar Anant Ghanwat, (5c) Mayuri Anant Ghanwat, (6) Balasaheb Murlidhar Ghanwat for himself and as Natural Guardian of Tejas Balasaheb Ghanwat, (6a) Savita Balasaheb Ghanwat, (6b) Tejas Balasaheb Ghanwat, (6c) Snehal Balasaheb Ghanwat, (7) Shekhar Murlidhar Ghanwat, (7a) Suchitra Shekhar Ghanwat, (7b) Saurabh Shekhar Ghanwat, (7c) Sanket Shekhar Ghanwat, (8) Sampat Vitthal Ghanwat for himself and Natural Guardian of Indrajit and Satyajit Sampat Ghanwat, (8a) Vaishali Sampat Ghanwat, (8b) Rajlaxmi Sampat Ghanwat, (8c) Indrajit Sampat Ghanwat, (8d) Satyajit Sampat Ghanwat, (9) Sameer Vitthal Ghanwat for himself and Natural Guardian of Priyanka and Harshada Sameer Ghanwat, (9a) Rupali Sameer Ghanwat, (9b) Priyanka Sameer Ghanwat, (9c) Harshada Sameer Ghanwat, (10) Rajesh Vitthal Ghanwat for himself and Natural Guardian of Vishwajeet Rajesh Ghanwat, (10) Karuna Rajesh Ghanwat and (10b) Vishwajeet Rajesh Ghanwat referred to as the Vendors therein and (1) Flora Facilities Private Limited represented through its authorized signatory M.T. Badshah and (2) Phoenix Habitats Private Limited represented through its authorized signatory and director Shirish Gangakhedkar referred to as the Purchasers therein, the Vendors agreed to sell, transfer and convey the said Property No. 11 to the Purchasers for the consideration and on the terms and conditions stated therein.

g. Pursuant to the aforesaid Agreement to Sell dated 27 September 2012, the Vendors also executed a Power of Attorney, registered on 27 September 2012 with the Office of Sub Registrar Haveli No. 4, at Serial No. 7986/2012, appointing the Purchasers as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 11 including *inter alia* the power to sell, transfer and convey the said Property No. 11.

h. From Mutation Entry No. 7688 dated 14 December 2012, it appears that Yashodabai Murlidhar Pople expired on 30 June 2009 leaving behind following as her heirs:

- 1 Son – Rohidas Murlidhar Pople
- 2 Son – Bhanudas Murlidhar Pople since deceased on 11 March 2011;



- a. Bharti Bhanudas Pokle
- b. Sagar Bhanudas Pokle
- c. Sachin Bhanudas Pokle
- d. Swapnil Bhanudas Pokle

3 Son - Sunil Muridhar Pokle

4 Daughter - Durga Kundlik Jawalkar

5 Daughter - Surekha Prakash Mate since deceased on 5 May 2010:

- a. her daughter - Bharti Prakash Mate
- b. her son - Nilesh Prakash Mate

Accordingly, the names of (1) Rohidas Muridhar Pokle, (2) Bharti Bhanudas Pokle, (3) Sagar Bhanudas Pokle, (4) Sachin Bhanudas Pokle, (5) Swapnil Bhanudas Pokle, (6) Sunil Muridhar Pokle, (7) Durga Kundlik Jawalkar, (8) Bharti Prakash Mate and (9) Nilesh Prakash Mate were recorded in the other rights column of the record of rights of the said Property No. 11.

- i. By a Release Deed without Consideration dated 17 October 2012 registered with the Office of Sub Registrar Havelli No. 4, at Serial No. 9718/2012 executed by (1) Hausabai Narayan Konde since deceased represented by Suresh Narayan Konde and (2) Subhadrabai Shankar Babar as the Releasors therein and (1) Muridhar Gangaram Ghanwat and (2) Vitthal Gangaram Ghanwat as the Releasees therein, the Releasors released and relinquished all their right, title and interest in Inter alia, the said Property No. 11 in favour of the Releasees in the manner more particularly mentioned therein. On perusal of the recitals of the Sale Deed dated 18 October 2013 more particularly mentioned hereinunder, it seems that Hausabai Narayan Konde was one of the sisters of Muridhar Gangaram Ghanwat and Vitthal Gangaram Ghanwat. However, it appears that her name was not recorded in Mutation Entry No. 790 and in the other rights column of the record of rights of the said Property No. 11 alongwith the other sisters.
- j. By a Release Deed without Consideration dated 20 October 2012 registered with the Office of Sub Registrar Havelli No. 4, at Serial No. 9717/2012 executed by (1) Yashodabai Muridhar Pokle since deceased represented by Rohidas Muridhar Pokle, (2) Bhanudas Muridhar Pokle since deceased represented by Bharti Bhanudas Pokle, Sagar Bhanudas Pokle, Sachin Bhanudas Pokle and Swapnil Bhanudas Pokle, (3) Sunil Muridhar Pokle, (4) Durga Kundlik Jawalkar, (5) Surekha Prakash Mate since deceased represented by Bharti Prakash Mate and Nilesh Prakash Mate as the Releasors therein and (1) Muridhar Gangaram Ghanwat and (2) Vitthal Gangaram Ghanwat as the Releasees therein, the Releasors released and relinquished all their right, title and interest in the said Property No. 11 in favour of the Releasees in the manner more particularly mentioned therein. Accordingly, Mutation Entry No. 7589 dated 14 December 2012 was passed and the names of the aforesaid Releasors was deleted from the other rights column of the record of rights of the said Property No. 11.
- k. By a Release Deed dated 23 October 2012 registered with the Office of Sub Registrar Havelli No. 4, at Serial No. 9788/2012 executed by Krushnabai Sopanrao Gule as the Releasor therein and (1) Muridhar Gangaram Ghanwat and (2) Vitthal Gangaram Ghanwat as the Releasees therein, the



Releasor, released and relinquished all her right, title and interest in the said Property in favour of the Releasees in the manner more particularly mentioned therein. Accordingly, Mutation Entry No. 7590 dated 14 December 2012 was passed and the name of the aforesaid Releasor was deleted from the other rights column of the record of rights of the said Property No. 11.

- I. By a Release Deed Without Consideration dated 18 March 2013 registered with the Office of Sub Registrar Haveli No. 16, at Serial No. 2351/2013 executed by Rajlaxmi Sampat Ghanwat as the Releasor therein and Sampat Vitthal Ghanwat for himself and Natural Guardian of Indrajit and Satyajit Sampat Ghanwat as the Releasees therein, the Releasor, released and relinquished all her right, title and interest in the said Property No. 11 in favour of the Releasee in the manner more particularly mentioned therein.
- m. By a Release Deed without Consideration dated 11 October 2013 registered with the Office of Sub Registrar Haveli No. 16, at Serial No. 8306/2013 executed by (1) Ranjana Panditao Bote and (2) Vandana Devanand Ghule as the Releasors therein and (1) Sampat Vitthal Ghanwat and (2) Sameer Vitthal Ghanwat as the Releasees therein, the Releasors being the sisters released and relinquished all their right, title and interest in the said Property No. 11 in favour of the Releasees in the manner more particularly mentioned therein.
- n. By a Sale Deed dated 18 October 2013, registered with the Office of Sub Registrar Haveli No. 2, at Serial No. 8345/2013, made and entered into between (1) Murlidhar Gangaram Ghanwat for himself and as Manager of his Hindu Undivided Family, (1a) Anjanabai Murlidhar Ghanwat, (2) Zamabai Vitthal Ghanwat, (3) Suryakant Murlidhar Ghanwat, (3a) Nallini Suryakant Ghanwat, (4) Shantaram Murlidhar Ghanwat, (4a) Vaishali Shantaram Ghanwat, (4b) Sagar Shantaram Ghanwat, (4c) Deepali Sachin Nalawade, (4d) Shubhangi Amol Khatape, (5) Anant Murlidhar Ghanwat, (5a) Sangeeta Anant Ghanwat, (5b) Mandar Anant Ghanwat, (5c) Mayuri Anant Ghanwat, (6) Balasaheb Murlidhar Ghanwat for himself and as Natural Guardian of Tejas Balasaheb Ghanwat, (6a) Savita Balasaheb Ghanwat, (6b) Tejas Balasaheb Ghanwat, (6c) Snehal Balasaheb Ghanwat, (7) Shekher Murlidhar Ghanwat, (7a) Suchitra Shekhar Ghanwat, (7b) Saurabh Shekhar Ghanwat, (7c) Sanket Shekhar Ghanwat, (8) Sampat Vitthal Ghanwat for himself and Natural Guardian of Indrajit and Satyajit Sampat Ghanwat, (8a) Vaishali Sampat Ghanwat, (8b) Rajlaxmi Sampat Ghanwat, (8c) Indrajit Sampat Ghanwat, (8d) Satyajit Sampat Ghanwat, (9) Sameer Vitthal Ghanwat for himself and Natural Guardian of Priyanka and Harshada Sameer Ghanwat, (9a) Rupali Sameer Ghanwat, (9b) Priyanka Sameer Ghanwat, (9c) Harshada Sameer Ghanwat, (10) Rajesh Vitthal Ghanwat for himself and Natural Guardian of Vishwajeet Rajesh Ghanwat, (10a) Karuna Rajesh Ghanwat and (10b) Vishwajeet Rajesh Ghanwat referred to as the Vendors therein and (1) Flora Facilities Private Limited represented through its authorized signatory M.T. Bedshah and (2) Phoenix Habitats Private Limited represented through its authorized signatory K Sunil Roy referred to as the Purchasers therein, the Vendors sold, transferred and conveyed the said Property No. 11 to the Purchasers for the consideration and on the terms and conditions stated therein. However, the effect of the aforesaid sale transaction has not been given on the record of rights of the said Property No. 11. Further, all the above Vendors (excluding Vendor Nos. 7 and 8) have been represented through their Power of Attorney Holder Flora



Facilities Private Limited represented through its signatory M. T. Badshah, Vendor Nos. 7 and 8 have executed the aforesaid Sale Deed dated 18 October 2013 for themselves and natural guardian of their minor children.

- o. From Mutation Entry No. 8332 dated 12 February 2016, it appears that Muridhar Gangaram Ghanwat expired on 24 July 2014 leaving behind him his sons (1) Suryakant Muridhar Ghanwat, (2) Shantaram Muridhar Ghanwat, (3) Anant Muridhar Ghanwat, (4) Balasaheb Muridhar Ghanwat, (5) Shekhar Muridhar Ghanwat and wife (6) Anjanabai Muridhar Ghanwat as his only heirs and legal representatives. However, inspite of the aforesaid Sale Deed dated 18 October 2013, the names of the aforesaid heirs of Muridhar Gangaram Ghanwat were recorded in the owners column of the 7/12 Extract of the said Property No. 11.
- p. From the Mutation Entry No. 8505, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PIKr. 180/L-1 for updating and computerizing the hand-written revenue records, the 7/12 extracts of interalia, the said Property No. 11 were corrected in terms of Order dated 15 February 2017 passed by the Tehsildar, Pune. We observe that accordingly, the names of (1) Suryakant Muridhar Ghanwat, (2) Shantaram Muridhar Ghanwat, (3) Anant Muridhar Ghanwat, (4) Balasaheb Muridhar Ghanwat, (5) Shekhar Muridhar Ghanwat and wife (6) Anjanabai Muridhar Ghanwat were recorded as owners thereon vide Mutation Entry No. 8332, the names of (1) Krushnabai Sopanrao Ghule and (2) Yashodabai Muridhar Pokle were deleted and the new mutation entries that were recorded are 7588, 7589 and 7590.
- q. ULC:-

We are informed that the Property No. 11 or any part/s thereof was not declared as surplus vacant land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), nor was exempted under Section 20 of the ULC Act. As the ULC Act has been repealed vide the Urban Land (Ceiling and Regulation) Repeal Act, the provisions of the ULC Act are no more applicable to the Property No. 11.

VIII. Facts of the Property No. 14 [Survey No. 13 Hissa No. 14]:-

- a. Vide Mutation Entry No. 676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the actual possession of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/IR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. WSL/594 passed by the Marniaddar Taluka Havat, the record of Survey No. 13 was revised and was bifurcated in '9 sub-hissas. As such, land bearing Survey No. 13/14 admeasuring 1 Acre 5 Gunthas (hereinafter referred to as the "said Land No. 14") was allotted to Moru Hari Balwadkar. Accordingly, the effect of aforesaid Phalnibara was given to the record of rights, and the name of Moru Hari Balwadkar was recorded as owner in the record of rights with respect to the said Land No. 14.
- b. On perusal of 7/12 extract of said Land for the years 1953-54 to 1958-59, it appears that the name of Narayan Vitthal Balwadkar was appearing on the other rights column of the 7/12 Extract vide Mutation Entry No. 711.



However, on perusal of Mutation Entry No. 711 it appears that the same is with respect to Survey No. 13/15. Further, the aforesaid name of Narayan Vitthu Balwadkar does not appear on the 7/12 Extract of the said Land No. 14 for the years 1965 to 2017.

- c. Vide Mutation Entry No. 770 dated 12 May 1969, it appears that the provisions of the Maharashtra Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1956, were implemented for Village Balewadi, Taluka Havell, District Pune. Accordingly, the area of lands in Village Balewadi was converted from Acres and Gunthas to Hectares and Ares. Pursuant thereto, the area of the said Land i.e land bearing Survey No.13/14 was converted from 1 Acre 5 Gunthas to 46 Ares and is hereinafter referred to as "the said Property No. 14".
- d. Vide Mutation Entry No. 1153 dated 21 September 1986, it appears that, pursuant to the Order bearing No.THO/VATAP/78/85, dated 28 June 1986, passed by the Tehsildar Havell, partition of various properties including said Property No. 14 was effected. However, the said Property No. 14 remained in the share of Moru Hari Balwadkar. Accordingly, the effect of aforesaid partition was given to the revenue records, and the name of Moru Hari Balwadkar remained as the owner in the record of rights with respect to the said Property No. 14.
- e. Vide Mutation Entry No. 4620 dated 28 March 2000; it appears that Moru Hari Balwadkar died on 18 February 2000 leaving behind him his wife (1). Benabai Moru Balwadkar, sons (2). Dharu Moru Balwadkar, (3). Jaysing Moru Balwadkar and married daughter (4). Badam Hiraman Gawde alias Badam Moru Balwadkar as his only heirs and legal representatives. Accordingly, the names of (1). Benabai Moru Balwadkar, (2). Dharu Moru Balwadkar, (3). Jaysing Moru Balwadkar and (4). Badam Hiraman Gawde alias Badam Moru Balwadkar were recorded as the owners in the record of rights with respect to the said Property No. 14.
- f. By a Development Agreement dated 19 August 2002, registered with the Office of Sub-Registrar, Havell No. 4, at Serial No. 7087/2002, made and entered into between (1) Benabai Moru Balwadkar, (2) Dharu Moru Balwadkar for himself and as a Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (3) Nandabai Dharu Balwadkar, (4) Sandeep Dharu Balwadkar, (5) Delta Dharu Balwadkar, (6) Santosh Dharu Balwadkar, (7) Jaysing Moru Balwadkar for himself and as a Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (8) Shobha Jaysing Balwadkar and (9) Badam Hiraman Balwadkar referred to as the Owners therein and Garud Developers Private Limited represented through its Chairman and Managing Director of Hemant Bhaskarrao Garud referred to as the Developers therein and Ravindra Babanrao Garudkar as Consenting Party therein, the Owners therein granted development rights in respect of the said Property No. 14 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement, it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.
- g. Pursuant to the aforesaid Development Agreement dated 19 August 2002, the Owners and Consenting Party therein also executed a Power of Attorney



registered on 19 August 2002, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 7068/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 14 including *inter alia* the power to sell, transfer and convey the said Property No. 14. On perusal of the aforesaid Power of Attorney it appears that the date of execution of the same is mentioned as 19 July 2002.

h. Pursuant to the aforesaid Development Agreement and Power of Attorney (1) Banabai Moru Balwadkar, (2) Dhanu Moru Balwadkar for himself and as a Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (3) Nandabai Dhanu Balwadkar, (4) Sandeep Dhanu Balwadkar, (5) Dattu Dhanu Balwadkar, (6) Santosh Dhanu Balwadkar, (7) Jaysing Moru Balwadkar for himself and as a Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (8) Shobha Jaising Balwadkar and (9) Badam Hiraman Balwadkar i.e. the Owners also executed an Acknowledgement Receipt dated 5 April 2003 notarized at Serial No. 486/2003 with D. B. Khaladkar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property No. 14 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 19 August 2002.

i. ULC:-

It appears that Banabai Moru Balwadkar had filed returns under Section 6(1) and 15 of the Urban Land (Ceiling and Regulation) Act, 1976, ("ULC Act"). Pursuant thereto an Order dated 31 December 2004 in Case bearing No. 1659-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 31 December 2004, it appears that, the total holding of the owners was shown as follows:

-Under Section 6(1) of the ULC Act:

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Bajewadi	10/14	4600-00
Total in Sq. Mtrs.			4600-00

The said Authority vide their Order dated 31 December 2004, passed an order stating that, the declarant does not hold vacant land in excess of the ceiling limit of the said Act.

IX. Facts of the Property No. 16 [Survey No. 13 Hissa No. 15]:-

a. Vide Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the actual possession of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SR-19/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 pasted by the Mamleldar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hissas. As such, land



bearing Survey No. 13/15 admeasuring 1 Acre 11 Gunthas (hereinafter referred to as the "said Land No. 15") was allotted to Sopana Hari Balwadkar. Accordingly, the effect of aforesaid Phainibra was given to the record of rights, and the name of Sopana Hari Balwadkar was recorded as owner in the record of rights with respect to the said Land No. 15.

- b. On perusal of the 7/12 extract of said Land No. 15 for the years 1953-54 to 1958-59, a Tagai charge of Rs.200/- (Rupees two Hundred) appears to be recorded in the other rights column of the said Land No. 15. Subsequently all such Tagai Charges were waived off by the State Government as discussed hereunder.
- c. By and under a Sale Deed dated 11 December 1959 registered with the Office of Sub-Registrar, Haveli No. 1, at Serial No. 1867/1959, made and entered into between Sopana Hari Balwadkar as the Vendor therein and Narayan Vithu Balwadkar as the Purchaser therein, the Vendor sold, transferred and conveyed the said Land No. 15 to the Purchaser at or for the consideration and on the terms and conditions more particularly mentioned therein. Further, Mutation Entry No. 711 dated 15 October 1962, records the aforesaid transaction. The said mutation entry further records that since the said Land No. 15 is not in the name of the vendor, the name of the purchaser be recorded in the other rights column of the 7/12 Extract of the said Land No. 15. However, the 7/12 Extract for the years 1953-1965 of the said Land reflects the name of Sopana Hari Balwadkar as the owner and his name continued to be recorded as the owner thereof.
- d. Vide Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land No. 15 in the form of 1 Acre 11 Gunthas was changed to 52 Ares, and is hereinafter referred to as "the said Property No. 15".
- e. It appears that Narayan Vithu Balwadkar passed away sometime prior to 1967, leaving behind his son Ramchandra Narayan Balwadkar as his only heir. However, there is no mutation entry available to this effect.
- f. By and under a Sale Deed dated 12 April 1967, registered with the office of Sub registrar Haveli No.1 at Serial No.1340/1967, made and entered into between Ramchandra Narayan Balwadkar as the Vendor therein and Sopana Hari Balwadkar as the Purchaser therein, the Vendor sold, transferred and conveyed the said Property No. 15 to the Purchaser at or for the consideration and on the terms and conditions more particularly mentioned therein.
- g. Vide Mutation Entry dated 657 dated 15 October 1974 it appears that as per the Order dated 18 March 1972 bearing No. 84C/2 passed by the Tenancy Awall Karkun, Haveli (Tenancy Court) an inquiry initiated in respect of the sale transaction done in favour of Sopana Hari Balwadkar vide Sale Deed dated 12 April 1967 was stayed. The aforesaid Order dated 18 March 1972 bearing No. 84C/2 passed by the Tenancy Awall Karkun, Haveli (Tenancy Court) is not available for our perusal since the same is informed to be not



traceable. A letter to that effect dated 2 November 2018, issued by Tehsildar office has been provided.

- h. Vice Mutation Entry No.1696 dated 25 January 1989, it appears that, pursuant to the Circular bearing No.VHT/23/1989 dated 23 January 1989, passed by the Tehsildar Haveli, Tegai charges recorded in the other rights column of various survey numbers including the said Property No. 15 were deleted.
- i. Vice Mutation Entry No. 2680 dated 3 November 1993, it appears that Sopana Hari Balwadkar died on 23 September 1993 leaving behind him (1) his wife Janubai Sopana Balwadkar, (2) son Balasaheb Sopana Balwadkar and (3) daughter Vatsalabai Prabhakar Buchade as his only heirs and legal representatives. Accordingly, the names of (1). Janubai Sopana Balwadkar, (2). Balasaheb Sopana Balwadkar and (3). Vatsalabai Prabhakar Buchade were recorded as the owners in the record of rights with respect to the said Property No. 15.
- j. Vice Mutation Entry No. 5576 dated 28 June 2005, it appears that Janubai Sopana Balwadkar died on 7 November 2000 leaving behind her son (1). Balasaheb Sopana Balwadkar and (2). Vatsalabai Prabhakar Buchade as her only heirs and legal representatives. Accordingly, the name of Janubai Sopana Balwadkar was deleted from the record of rights with respect to the said Property No. 15.
- k. By a Development Agreement dated 11 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 5850/2002, made and entered into between (1). Balasaheb Sopan Balwadkar for himself and as a Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (2). Mandabai Balasaheb Balwadkar and (3). Vatsalabai Prabhakar Buchade referred to as the Owners therein and Garud Developers Private Limited represented through its Chairman and Managing Director of Hemant Bhaskarao Garud referred to as the Developers therein and Ravindra Baonrao Garudkar as Consenting Party therein, the Owners therein granted development rights in respect of the said Property No. 15 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.
- l. Pursuant to the aforesaid Development Agreement dated 11 July 2002, the Owners and Consenting Party therein also executed a Power of Attorney of even date registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 5851/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 15 including inter alia the power to sell, transfer and convey the said Property No. 15.
- m. By and under a Release Deed dated 12 July 2002 bearing No. 5852/2002 made and executed between Vatsalabai Prabhakar Buchade as the Releasor therein and Balasaheb Sopan Balwadkar as the Releasee therein, Vatsalabai Prabhakar Buchade released all her rights, title and interest in the



said Property No. 15 in favour of her brother viz. Balasaheb Sopan Balwadkar without any consideration thereof.

- n. Pursuant to the aforesaid Development Agreement and Power of Attorney (and despite the Release Deed mentioned hereinabove), the aforesaid Vatsalabai Prabhakar Buchade also executed an Acknowledgement Receipt dated 30 November 2004 notarized at Serial No. 334/2004 with M. B. Sonawane Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property No. 15 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 11 July 2002. On further perusal of the Acknowledgement Receipt dated 30 November 2004, it is noticed that the executant also consented to the transfer of the said Property No. 15 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.
- o. Pursuant to the aforesaid Development Agreement and Power of Attorney the aforesaid (1) Balasaheb Sopan Balwadkar for himself and manager and Karta of his Hindu Undivided Family and Natural Guardian of his Minor Children and (2) Mandabai Balasaheb Balwadkar also executed an Acknowledgement Receipt dated 11 January 2005 notarized at Serial No. 169/2005 with D. B. Khaladkar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property No. 15 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 11 July 2002. On further perusal of the Acknowledgement Receipt dated 11 January 2005 it is noticed that all the executants also consented to the transfer of the said Property No. 15 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/ Associations/ Company and the sole rights of executing such transfer documents shall solely be with the Developer.

p. ULC:-

It appears that Balasaheb Sopan Balwadkar and others had filed returns under Section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1978, ("ULC Act"). Pursuant thereto an Order dated 31 December 2004 in Case bearing No. 1661-B4, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 31 December 2004, it appears that, the total holding of Balasaheb Sopan Balwadkar and others was shown as follows:

-Under Section 6(1) of the ULC Act:

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/15	5200-00
Total in Sq. Mtrs.			5200-00



The said Authority vide Its Order dated 31 December 2004, stated that, the declarant Balasaheb Sopen Balwadkar and Others do not hold vacant land in excess of the ceiling limit of the said Act.

X. Facts of the Property No. 16 [Survey No. 13 Hissa No. 16]:-

- a. Vide Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalibara no. 12, in respect of the "Wahivat" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalibara was prepared under Order dated 1 March 1958 bearing No. SP/6R-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 passed by the Memlatdar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hesses. As such, land bearing Survey No. 13/16 admeasuring 1 Acre 9 Gunthas (hereinafter referred to as the "said Land No. 16") was allotted to Shankar and Pandrinath represented through their Natural Guardian mother Laxmibai wife of Jijaba. Accordingly, the effect of aforesaid Phalibara was given to the record of rights, and the name of Shankar and Pandrinath represented through their Natural Guardian mother Laxmibai wife of Jijaba was recorded as owner in the record of rights with respect to the said Land No. 16.
- b. On perusal of record of rights of the said Land No. 16 for the years 1953-66 and Mutation Entry No. 491 dated 21 March 1943, it appears that the name Narayan Vitthu Balwadkar appearing on the other rights column of the record of rights was a protected tenant of Shankar Jijaba Balwadkar.
- c. Vide Mutation Entry No. 734 dated 26 March 1965 it appears that Narayan Vitthu Balwadkar died on 27 August 1964 leaving behind him his sons (1) Ramchandra Narayan Balwadkar, (2) Yemaji Narayan Balwadkar, (3) Maruti Narayan Balwadkar, (4) Babu Narayan Balwadkar, (5) Kisan Narayan Balwadkar and his wife as his only heirs and legal representatives. Accordingly, the name of Ramchandra Narayan Balwadkar HUF was recorded in the other rights column of the revenue records of the said Land No. 16.
- d. Vide Mutation Entry No. 770 dated 12 May 1969, it appears that the provisions of the Maharashtra State Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1956, were implemented for Village Balewadi, Taluka Haveli, District Pune. Accordingly, the area of lands in Village Balewadi was converted from Acres and Gunthas to Hectares and Ares. Pursuant thereto, the area of the said Land No. 16 i.e land bearing Survey No.13/16 was converted from 1 Acre 9 Gunthas to 50 Ares i.e. the said Property No. 16.
- e. Vide Mutation Entry No. 870 dated 1 June 1975, it appears that Ramchandra Narayan Balwadkar died on 15 May 1975 leaving behind him his son (1) Balirao Ramchandra Balwadkar and his wife (2) Yashwadabai Ramchandra Balwadkar his only heirs and legal representatives. Accordingly, the name of (1) Balirao Ramchandra Balwadkar and (2) Yashwadabai Ramchandra Balwadkar was recorded in the other rights column of the revenue records of the said Property No.16.
- f. Vide Mutation Entry No. 1472 dated 13 May 1988, it appears that, Shankar and Pandrinath Jijaba Balwadkar filed an application stating that their



mother Laxmibai had died, leaving behind the same heirs as were recorded at the time of the demise of their father. Accordingly, the name of Laxmibai should be deleted from the records of Rights of the said Property No. 16. Pursuant thereto, the name of Laxmibai as Natural Guardian was deleted from the owners column of the revenue records of the said Property No. 16.

- g. Vide Mutation Entry No. 2411 dated 2 April 1992, it appears that vide Order dated 2 April 1992 bearing No 495/92 passed by the Tehsildar, Haveli had observed that the name of Ramchandra Narayan Balwadkar HUF was recorded vide Mutation Entry 734 but while recording Mutation Entry No. 870 and giving its effect on the 7/12 extract, the other names that were supposed to be recorded on the 7/12 extract were not so recorded. Accordingly, the names of (1) Yamaji Narayan Balwadkar, (2) Maruti Narayan Balwadkar, (3) Babu Narayan Balwadkar and (4) Kisan Narayan Balwadkar were recorded alongwith (1) Bajirao Ramchandra Balwadkar and (2) Yashwadabai Ramchandra Balwadkar in the other rights column of the record of rights with respect to the said Property.
- h. By a Partition Deed dated 2 December 1993 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 5720/1993 executed between (1) Bajirao Ramchandra Balwadkar, (2) Yashwadabai Ramchandra Balwadkar, (3) Santosh Bajirao Balwadkar, (4) Suman Bajirao Balwadkar, (5) Yamaji Narayan Balwadkar, (6) Nandev Yamaji Balwadkar, (7) Arun Yamaji Balwadkar, (8) Dattanath Yamaji Balwadkar, (9) Maruti Narayan Balwadkar, (10) Krushnabai Maruti Balwadkar, (11) Machindra Maruti Balwadkar, (12) Surekha Balesaheb Bhanghare, (13) Savita Rajaram Sakhare, (14) Baburao Narayan Balwadkar, (15) Uttam Baburao Balwadkar, (16) Gouraksh Baburao Balwadkar, (17) Kalabai Baburao Balwadkar, (18) Shobha Ashok Tingre, (19) Janabai Uttam Balwadkar, (20) Meha Gouraksh Balwadkar, (21) Kisan Narayan Balwadkar, (22) Kamla Bai Kisan Balwadkar, (23) Shankar Jijaba Balwadkar and (24) Pandhrinath Jijaba Balwadkar, it appears that various properties including the said Property No. 16 were partitioned and consequently the said Property No. 16 was allotted to the share and ownership of Shankar Jijaba Balwadkar and Pandhrinath Jijaba Balwadkar. Accordingly, vide Mutation Entry No. 2749 dated 6 January 1994 the names of (1) Shankar Jijaba Balwadkar and (2) Pandhrinath Jijaba Balwadkar continued to be recorded in the owners column and whereas the names of (1) Bajirao Ramchandra Balwadkar, (2) Yashwadabai Ramchandra Balwadkar, (3) Yamaji Narayan Balwadkar, (4) Maruti Narayan Balwadkar, (5) Babu Narayan Balwadkar and (6) Kisan Narayan Balwadkar were deleted from the other rights column of the record of rights of the said Property No. 16.
- i. By a Development Agreement dated 15 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 5920/2002, made and entered into between (1) Pandhrinath Jijaba Balwadkar for himself and Manager of his Hindu Undivided Family and Natural Guardian of his Minor Children, (2) Suman Pandhrinath Balwadkar, (3) Vandana Rejaram Zambre, (4) Sunita Balu Kedari, (5) Minakshi Navnath Bhambre and (6) Nakusha Pandhrinath Balwadkar referred to as the Owners therein and Garud Developers Private Limited represented through its Chairman and Managing Director of Hemant Bhaskarrao Garud referred to as the Developers therein and Ravindra Babanrao Garudkar as Consenting Party therein, the Owners therein granted development rights in respect of their one half share admeasuring 25 Ares out of the said Property No. 16 in favour of the Developers therein.



for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.

- j. Pursuant to the aforesaid Development Agreement dated 15 July 2002, the Owners and Consenting Party therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 5921/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to their one half share admeasuring 25 Acres out of the said Property No. 16 *inter alia* the power to sell, transfer and convey the said Property No. 16.
- k. By a Development Agreement dated 15 July 2002, registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 5924/2002, made and entered into between (1) Shankar Jijaba Balwadkar for himself and Manager of his Hindu Undivided Family, (2) Kamal Shankar Balwadkar, (3) Bharat Shankar Balwadkar, (4) Sangita Bharat Balwadkar and (5) Narendra Shankar Balwadkar referred to as the Owners therein and Garud Developers Private Limited represented through its Chairman and Managing Director of Hemant Bheskarrao Garud referred to as the Developers therein and Ravindra Babanrao Garudkar as Consenting Party therein, the Owners therein granted development rights in respect of their one half share admeasuring 25 Acres out of the said Property No. 16 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave his consent to the aforesaid Development Agreement in the manner more particularly stated therein. On perusal of the contents of the Development Agreement it is stated that since the Consenting Party facilitated the transaction, he has been joined as a party.
- l. Pursuant to the aforesaid Development Agreement dated 15 July 2002, the Owners and Consenting Party therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Haveli No.4, at Serial No. 5925/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to their one half share admeasuring 25 Acres out of the said Property No. 16 *inter alia* the power to sell, transfer and convey the said Property No. 15.
- m. By a Release Deed dated 15 July 2002 registered with the Office of Sub-Registrar, Haveli No.4, at Serial No. 5928/2002, made and entered into between (1) Taramati Khatu Pawar, (2) Usha Suresh Mangere and (3) Aasha Kundlik Ingale as the Releasors and (1) Bharat Shankar Balwadkar and (2) Narendra Shankar Balwadkar as the Releasees, the Releasors being the sisters released and relinquished all their right, title and interest in the said Property No. 15 in favour of the Releasees in the manner more particularly mentioned therein.
- n. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 15 July 2002 and registered with the Office of Sub-Registrar, Haveli No.4, at Serial Nos. 5920/2002 and 5921/2002 respectively, the Owners therein executed an Acknowledgement Receipt dated 19 July 2005 notarized with D. B. Khaladkar Notary, Govt. Of India, acknowledging the



receipt of and full and final satisfaction of the total consideration in respect of their share admeasuring 25 Ares out of the said Property No. 16 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 19 August 2002. On further perusal of the Acknowledgement Receipt dated 19 July 2006 it is noticed that all the executants also consented to the transfer of the said Property No. 16 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.

- c. By a Deed of Confirmation dated 19 July 2005 registered with the office of the Sub-Registrar Havelli 15 at Serial No.4815/2005 executed between (1) Pandharinath Jijaba Balwadkar for himself and as Manager of his Hindu Undivided Family and natural guardian of his minor children, (2) Suman Pandharinath Balwadkar, (3) Vandana Rajaram Jhambre, (4) Sunita Balu Kedari and (5) Nakusha Pandharinath Balwadkar as the Confirming Parties and Garud Developers Private Limited as the Developer, the Confirming Parties gave their Irrevocable confirmation to the Development Agreement and Power of Attorney, both dated 16 July 2002 bearing registration Nos. 5920/2002 and 5921/2002 respectively, as more particularly mentioned therein.
- p. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 15 July 2002 and registered with the Office of Sub-Registrar, Havelli No.4, at Serial Nos. 5924/2002 and 5925/2002 respectively (1) Shankar Jijaba Balwadkar for himself and manager and karta of his Hindu Undivided Family and (2) Narendra Shankar Balwadkar executed an Acknowledgement Receipt dated 11 May 2007 notarized at Serial No. 2696/2007 with D. B. Khalekar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of their share admeasuring 25 Ares out of the said Property from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 19 August 2002. On further perusal of the Acknowledgement Receipt dated 11 May 2007 it is noticed that all the executants also consented to the transfer of the said Property No. 16 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer. Further, it is observed that Kamal Shankar Balwadkar, Bharat Shankar Balwadkar and Sangita Bhamai Balwadkar have not been made parties to the Acknowledgment Receipt dated 11 May 2007.

q. **ULC:-**

It appears that Shankar Jijaba Balwadkar and Pandharinath Jijaba Balwadkar had filed returns under Section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976, ("ULC Act"). Pursuant thereto an Order dated 28 January 2006 in Case bearing No. 1666-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("said Authority"). From the said Order dated 28 January 2005, it appears that, the total holding of Shankar Jijaba Balwadkar and Pandharinath Jijaba Balwadkar was shown as follows:

-Under Section 6(1) of the ULC Act



Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/16	5000-00
2.	Balewadi	19/2C (P1)	100-00
3.	Balewadi	45/11/1	8100-00
4.	Balewadi	46/1C	700-00
5.	Balewadi	47/3	5500-00
6.	Balewadi	47/6	400-00
Total In Sq. Mtrs.			19800-00

The said Authority vide its Order dated 28 January 2005, passed an order stating that, the declarants Shankar Ajiba Balwadkar and Others did not hold vacant land in excess of the ceiling limit of the said Act, out of the said Property No. 16.

X3. Facts of the Property No. 17 (Survey No. 13 Hissa No. 17):

- Vide Mutation Entry No.876 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier plaint form no. 12, in respect of the "Wahinval" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SR-40/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 passed by the Marnlabdar Taluka Haveli, the record of Survey No. 13 was revised and was bifurcated in 19 sub hisaas. As such, land bearing Survey No. 13/17A admeasuring 1 Acre 10 Gunthas (hereinafter referred to as the "said Land No. 17") was allotted to Genu Kanhu Balwadkar. Accordingly, the effect of aforesaid Phalnibara was given to the revenue records, and the name of Genu Kanhu Balwadkar was recorded as owner in the record of rights with respect to the said Land No. 17.
- From 7/12 extracts of 1965-1966 to 1980-1981 it appears that Survey No. 13/17A has been assigned Survey No. 13/17 but no mutation entry clarifying the same appears to be recorded.
- From 7/12 extracts of said Land No. 17 for the years 1963-64 to 1964-65 and 1965-1981 to 1981-1994, it appears that names of one Parbhu Mahadu Kamble and one Ranu Mahadu Kamble are recorded vide Mutation Entry No. 247 dated 20 May 1926 in the other rights column of the said Land No. 17 alongwith a remark of 'Vina Kabja Mudat Kharedi' i.e. purchaser without possession. On perusal of the Mutation Entry No. 247 it appears that the same is not related to Survey No. 13/17. Subsequently it appears on perusal of the 7/12 extract for the years 1993-1994 to 2006-2007 the names of said Prabhu Mahadu Kamble and Ranu Mahadu Kamble appear to be deleted vide Mutation Entry No. 4773. On perusal of the Mutation Entry No. 4773 dated 12 February 2001, it appears that pursuant to Order dated 31 January 2001 bearing No. THK/Vashi/138/2001 passed by the Additional Tehsildar, Tenancy Court Hakka Nond (Pune), the names of said Prabhu Mahadu Kamble and Ranu Mahadu Kamble, being 'Potalkista' were deleted from the other rights column of the Survey No. 13/17. A copy of the aforesaid Order dated 31 January 2001 bearing No. THK/Vashi/138/2001 passed by the Additional Tehsildar, Tenancy Court Hakka Nond (Pune) is not available for our perusal.



- d. On perusal of the Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1958 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land No. 17 in the form of 1 Acres 10 Gunthas was changed to 51 Acres, i.e. the said Property No. 17 and the name of Genu Kanhu Balwadkar was recorded as owner therein.
- e. On perusal of Mutation Entry No. 3109 dated 16 June 1996, it appears that, Genu Kanhu Balwadkar expired on 19 April 1996 leaving behind following:
 - a. Wife- Parvatibai Genu Balwadkar;
 - b. Son- Manubai Genu Balwadkar;
 - c. Son- Shantaram Genu Balwadkar;
 - d. Daughter- Kalabai Raghunath Kate;
 - e. Daughter- Lilabai Eknath Dhore;
 - f. Daughter- Bhimabai Kaluram Bhondwe;
 - g. Brother- Baban Kanhu Balwadkar;
 - h. Brother- Govind Kanhu Balwadkar;
 - i. Brother- Balu Kanhu Balwadkar;
 - j. Brother- Shivaji Kanhu Balwadkar;

Accordingly, the names of the aforesaid persons were recorded in the owners' column of the record of rights of the said Property No. 17. We may point out that the persons mentioned at items (g) to (j) above are not the heirs of the deceased.

- f. On perusal of a Partition Deed dated 18 November 1993 registered with the office of Sub-Registrar Havell No. 4 at Serial No. 5450/1993 executed by and between (1) Genu Kanhu Balwadkar, (2) Martti Genu Balwadkar, (3) Shantaram Genu Balwadkar, (4) Parvatibai Genu Balwadkar, (5) Baban Kanhu Balwadkar, (6) Ananda Baban Balwadkar, (7) Dattatray Baban Balwadkar, (8) Dhanaji Baban Balwadkar, (9) Janabai Baban Balwadkar, (10) Govind Kanhu Balwadkar, (11) Sandeep Govind Balwadkar, (12) Sarubai Govind Balwadkar, (13) Balasaheb Kanhu Balwadkar, (14) Sambhaji Balasaheb Balwadkar, (15) Sanjay Balasaheb Balwadkar, (16) Sundarabai Balasaheb Balwadkar, (17) Shivaji Kanhu Balwadkar, (18) Dnyaneshwar Shivaji Balwadkar and (19) Malan Shivaji Balwadkar, it appears that partition was caused between said Genu Kanhu Balwadkar and other aforesaid co-holders of several properties inter alia the said Property No. 17, allotting the said Property No. 17 to the share and ownership of Shivaji Kanhu Balwadkar, Dnyaneshwar Shivaji Balwadkar and Malan Kanhu Balwadkar. The partition was effected in the record of rights with respect to the said Property No. 17 vide Mutation Entry No. 3151 dated 16 June 1996. While certifying the Mutation Entry No. 3151, a remark is recorded stating that the names of Kalabai Raghunath Kate, Lilabai Eknath Dhore and Bhimabai Kaluram Bhondwe to be continued in view of Mutation Entry No. 3109. Thus, as part of an overall family arrangement, the said Property No. 17 is allotted to persons not heirs of the original allottees.



g. On perusal of the Order dated 10 August 2005 passed by the Sub-Divisional Officer, Pune Division, Pune in RTS Appeal No. 212/2005 it is observed that, vide the said Order dated 10 August 2005 the names of Kalabai Raghunath Karle, Lilebai Eknath Dhore and Bhimabai Kalkuram Bhondwe were ordered to be deleted as they are held to be 'Pokaist' entries. The same has been implemented in the record of rights with respect to the said Property No. 17 vide Mutation Entry No.5848 dated 21 October 2005.

h. By and under a Development Agreement dated 15 July 2002, registered with the Office of Sub-Registrar Havell No.4, at Serial No.5822/2002, made and entered into between (1) Shivaji Kanhu Balwadkar, (2) Malan Shivaji Balwadkar, (3) Dnyaneshwar Kanhu Balwadkar, (4) Ganesh Shivaji Balwadkar and (5) Savita Narayan Sane, referred to as the Owners therein alongwith Ravindra Babanrao Garudkar as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein, the Owners granted development rights in respect of the said Property No. 17 in favour of the Developer for the consideration and on the terms and conditions stated therein.

i. Pursuant to the aforesaid Development Agreement dated 15 July 2002, the Owners therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Havell No.4, at Serial No. 5923/2002, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 17 including *inter alia* the power to sell, transfer and convey the said Property No. 17.

j. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 15 July 2002, the aforesaid (1) Shivaji Kanhu Balwadkar, (2) Malan Shivaji Balwadkar, (3) Dnyaneshwar Kanhu Balwadkar and (4) Ganesh Shivaji Balwadkar executed an Acknowledgement Receipt dated 19 January 2005, notarized at Serial No.159/2005 with M. B. Sonawane Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property from Garud Developers Private Limited under the said Development Agreement and Power of Attorney both dated 15 July 2002. On further perusal of the Acknowledgement Receipt dated 19 January 2005 it is noticed that (1) Shivaji Kanhu Balwadkar, (2) Malan Shivaji Balwadkar, (3) Dnyaneshwar Kanhu Balwadkar and (4) Ganesh Shivaji Balwadkar also consented to the transfer of the said Property by the Developer in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.

k. ULC:-

It appears that Shivaji Kanhu Balwadkar and others had filed returns under Section 15 of the Urban Land (Ceiling and Regulation) Act, 1976, ('ULC Act'). Pursuant thereto an Order dated 31 December 2004 in Case bearing No. 1862-BA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ('said Authority'). From the said Order dated 31 December 2004, it appears that, the total holding of Shivaji Kanhu Balwadkar and others was shown as follows:



-Under Section 15 of the ULC Act:-

Sr.No.	Village	Survey No.	Area in Sq. Mtrs.
1.	Balewadi	13/17	5100.00
Total in Sq. Mtrs.			5100.00

The said Authority vide its Order dated 31 December 2004, passed an order stating that, the declarants Shivaji Kanhu Balwadkar and others do not hold vacant land in excess of the ceiling limit of the said Act, out of the said Property No. 17.

XII. Facts of the Property No. 18 [Survey No. 13 Hissa No. 18]:-

- a. Vide Mutation Entry No.676 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the "Wahiwal" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SP/SR-40/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No.WSL/594 passed by the Mamlatdar Taluka Havell, the record of Survey No. 13 was revised and was bifurcated in 19 sub hissas. As such, land bearing Survey No. 13/18 admeasuring 1 Acre 11 Gunthas (hereinafter referred to as the "said Land") was allotted to Shripati Ramji Balwadkar. Accordingly, the effect of aforesaid Phalnibara was given to the record of rights, and the name of Shripati Ramji Balwadkar was recorded as owner in the record of rights with respect to the said Land.
- b. On perusal of the Mutation Entry No. 770 dated 12 May 1969, it appears that the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1966 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akarband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land in the form of 1 Acres 11 Gunthas was changed to 52 Ares, i.e. the said Property No. 18 and the name of Shripati Ramji Balwadkar was recorded as owner therein.
- c. On perusal of the Mutation Entry No. 1033 dated 5 May 1984, it appears that, Shripati Ramji Balwadkar expired on 20 September 1957 leaving behind following as his heirs:
 1. Son - Laxman Shripati Balwadkar since deceased on 6 February 1974:
 - a. his son - Gajanan Laxman Balwadkar
 - b. his daughter - Indubai Vilthal Mungse
 2. Son - Vilthal Shripati Balwadkar since deceased on 17 November 1972:
 - a. his son - Ramdas Vilthal Balwadkar
 - b. his son - Pandurang Vilthal Balwadkar
 - c. his son - Tulshiram Vilthal Balwadkar
 - d. his wife - Rakhmabai Vilthal Balwadkar
 - e. his daughter - Sonabai Popat Pawale
 3. Son - Raghunath Shripati Balwadkar since deceased on 1 March 1959:



- a. his son - Kashinath Raghunath Balwadkar
- b. his wife - Sarubai Raghunath Balwadkar
- c. his daughter - Yamabai Vitthal Khatre

4. Son - Vishwanath Shripati Balwadkar since deceased on 19 December 1979;

- a. his son - Dilip Vishwanath Balwadkar
- b. his daughter - Parubai Bajirao Ghule
- c. his daughter - Vatsalabai Raghu Kand
- d. his daughter - Kausalyabai Ankush Gole
- e. his daughter - Jayashree Nivruti Govande

5. Daughter - Housabai Baburao Sesar

6. Daughter - Shewantabai Shantaram Gole

It is further recorded that, since (1) (b), (2) (d), (3) (b), (4) (b), (4) (c), (4) (d) and (4) (e) have released rights by way of statement and hence leaving them, the names of Sr. No. (1) (e), (2) (a), 2(b), 2(c), (3)(a) and (4) (a) were mutated in the revenue records.

d. On perusal of Mutation Entry No. 1652 dated 27 December 1988, it appears that, partition between Gajanan Lakshman Balwadkar, Ramdas Vitthal Balwadkar, Tulshiram Vitthal Balwadkar, Pandurang Vitthal Balwadkar, Rakhmabai Vitthal Balwadkar, Kashinath Raghunath Balwadkar, Sarubai Raghunath Balwadkar and Dilip Vishwanath Balwadkar, co-holders of several properties was caused by and under Order dated 13 December 1988, bearing No. Tahao/Watap/SR/15/88 under Section 85 of the Maharashtra Land Revenue Code, 1956. On perusal of the said Order dated 13 December 1988, it is observed that the said Property i.e. Survey No. 13/18 is inadvertently written as Survey No. 13/8. Subsequently, when the Mutation Entry No. 1652 is perused, it is observed that Survey No. 13/8 is mentioned and then re-written as Survey No. 13/18. As per the 7/12 extract for the years 1988 onwards till date, the names of Ramdas Vitthal Balwadkar, Tulshiram Vitthal Balwadkar, Pandurang Vitthal Balwadkar and Rakhmabai Vitthal Balwadkar appear as owners of the said Property No. 18. We have not come across any claim/objection challenging the said Mutation Entry No. 1033, Mutation Entry no. 1652 and the aforesaid Order dated 13 December 1988 bearing No. Tahao/Watap/SR/15/88 under Section 85 of the Maharashtra Land Revenue Code, 1956.

e. By a Development Agreement dated 16 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7034/2003, made and entered into between (1) Ramdas Vitthal Balwadkar for himself and as Manager and Karta of his Hindu Undivided Family, (2) Vatsalabai Ramdas Balwadkar, (3) Avinash Ramdas Balwadkar for himself and as a natural guardian of his minor children, (4) Swati Avinash Balwadkar, (5) Nanda Bhatudas Balwadkar, (6) Nandkumar Ramdas Balwadkar for himself and as a natural guardian of his minor children, (7) Manisha Nandkumar Balwadkar, (8) Bebi Sunil Pople, (9) Pandurang Vitthal Balwadkar for himself and as a Manager and Karta of his Hindu Undivided Family, (10) Subhadra Pandurang Balwadkar, (11) Somnath Pandurang Balwadkar, (12) Jyoti Dadasaheb Ranwade, (13) Suvarna Sunil Pavle, (14) Tulshiram Vitthal Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children, (15) Nanda



Tulshiram Balwadkar, (16) Sonabai Popat Pawale referred to as the Owners therein alongwith Ravindra Babanrao Garudkar as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein, the Owners granted development rights in respect of the said Property No. 18 in favour of the Developer for the consideration and on the terms and conditions stated therein.

- c. Pursuant to the aforesaid Development Agreement dated 16 August 2003, the Owners therein alongwith Ravindra Babanrao Garudkar executed a Power of Attorney of even date, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7035/2003, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No. 18 inter alia the power to sell, transfer and convey the said Property No. 18.
- g. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003, a Deed of Consent without Consideration dated 27 August 2003, registered with the Office of Sub Registrar Haveli No.4, at Serial No.7332/2003 was executed by (1) Bhanudas Ramdas Balwadkar, (2) Dattatray Pandurang Balwadkar and (3) Atul Pandurang Balwadkar in favour of Garud Developers Private Limited represented through the Chairman and Managing Director of Hemant Bhaskarrao Garud, consenting, admitting, ratifying and confirming the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003.
- h. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003, the aforesaid (1) Ramdas Vitthal Balwadkar for himself and as Manager and Karta of his Hindu Undivided Family, (2) Valsalaben Ramdas Balwadkar, (3) Avinash Ramdas Balwadkar for himself and as a natural guardian of his minor children, (4) Swati Avinash Balwadkar, (5) Bhanudas Ramdas Balwadkar for himself and as a natural guardian of his minor children (6) Nanda Bhanudas Balwadkar, (7) Nandkumar Ramdas Balwadkar for himself and as a natural guardian of his minor children, (8) Manisha Nandkumar Balwadkar, (9) Bebi Sunil Pople, (10) Pandurang Vitthal Balwadkar for himself and as a Manager and Karta of his Hindu Undivided Family, (11) Subhadra Pandurang Balwadkar, (12) Somnath Pandurang Balwadkar, (13) Jyoti Dadasabha Ranwade, (14) Suvarna Sunil Pavle, (15) Tulshiram Vitthal Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children, (16) Nanda Tulshiram Balwadkar, (17) Sonabai Popat Pawale, (18) Atul Pandurang Balwadkar and (19) Dattatray Pandurang Balwadkar executed an Acknowledgement Receipt dated 14 July 2005, notarized at Serial No.3743/2005 with D. B. Khaladkar Notary, Govt. Of India, acknowledging receipt of and full and final satisfaction of the total consideration in respect of the said Property No.18 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 16 August 2003. On further perusal of the Acknowledgement Receipt dated 19 January 2005 it is noticed that all the executants also consented to the transfer of the said Property No.18 by the Developer i.e. Garud Developers Private Limited in the names of their Businesses/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.



- I. On perusal of the Mutation Entry No.8482 dated 13 February 2017, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PfKr. 180/L-1 for tallying and computerizing the hand written revenue records, the 7/12 extracts of the said Property No.18 interalia other properties were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property, the spelling of the name of Pune Municipal Corporation appearing on the owners column of the 7/12 extract thereof was corrected.
- J. On perusal of the Mutation Entry No. 8606 dated 2 August 2017 it appears that Ramdas Vitthal Balwadkar expired on 24 November 2016 leaving behind following heirs:
 1. Son - Avinash Ramdas Balwadkar;
 2. Son - Bhanudas Ramdas Balwadkar;
 3. Son - Nandkumar Ramdas Balwadkar;
 4. Daughter - Dhanashree Ramdas Balwadkar (aka Bebi Sunil Pokle);
 5. Daughter - Vatsala Ramdas Balwadkar

Further, as regards Dhanashree Ramdas Balwadkar, we are informed that it is the maiden name of Bebi Sunil Pokle who is party to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003.

XIII. Facts of the Property No. 19 [Survey No. 13 Hissa No. 19]:-

- a. Vide Mutation Entry No.678 dated 24 April 1958, it appears that, in view of discrepancies, noticed in the earlier phalni form no. 12, in respect of the "Waliwal" (actual possession) of Survey No. 13, a re-demarcation was caused whereby a new phalnibara was prepared under Order dated 1 March 1958 bearing No. SIP/SR-49/58 passed by the District Inspector Land Records. In furtherance thereto as per the Order dated 12 March 1958 bearing No. WSL/594 passed by the Marmaladar Taluka Havell, the record of Survey No. 13 was revised and was bifurcated in 19 sub hissas. As such, land bearing Survey No. 13/19 admeasuring 1 Acre 34 Gunthas (hereinafter referred to as the "said Land") was allotted to Genu Kanhu Balwadkar. Accordingly, the effect of aforesaid Phalnibra was given to the record of rights, and the name of Genu Kanhu Balwadkar was recorded as owner in the record of rights with respect to the said Land.
- b. On perusal of the Mutation Entry No. 770 dated 12 May 1969 it appears that, the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system as forwarded by the District Inspector of Land Records was implemented to Akerband and Hissa Form No. 12 of the Revenue Village Balewadi. Accordingly, the measurement of the said Land in the form of 1 Acres 34 Gunthas was changed to 75 Ares, i.e. the said Property No.19 and the name of Genu Kanhu Balwadkar was recorded as owner therein.
- c. On perusal of Mutation Entry No.3109 dated 16 June 1993, it appears that, Genu Kanhu Balwadkar expired on 10 April 1998 leaving behind the following:
 1. Wife- Parvatibai Genu Balwadkar;
 2. Son- Manuti Genu Balwadkar;
 3. Son- Shanlarem Genu Balwadkar;



4. Daughter- Kalabai Raghunath Kate;
5. Daughter- Lilebai Eknath Dhere;
6. Daughter- Bhimabai Kaluram Bhondwe;
7. Brother- Baban Kanhu Balwadkar;
8. Brother- Govind Kanhu Balwadkar;
9. Brother- Balu Kanhu Balwadkar;
10. Brother- Shivaji Kanhu Balwadkar

We may point out that the persons at 7 to 10 are not heirs of the deceased.

- d. On perusal of a Partition Deed dated 16 November 1993 registered with the office of Sub-Registrar Havell No. 4 at Serial No. 5450/1993 executed by and between (1) Genu Kanhu Balwadkar, (2) Mantri Genu Balwadkar, (3) Sharatram Genu Balwadkar, (4) Parvatibai Genu Balwadkar, (5) Baban Kanhu Balwadkar, (6) Ananda Baban Balwadkar, (7) Dattatray Baban Balwadkar, (8) Dhanaji Baban Balwadkar, (9) Janabai Baban Balwadkar, (10) Govind Kanhu Balwadkar, (11) Sandeep Govind Balwadkar, (12) Sarubai Govind Balwadkar, (13) Balasaheb Kanhu Balwadkar, (14) Sambhaji Balasaheb Balwadkar, (15) Sanjay Balasaheb Balwadkar, (16) Sundarabai Balasaheb Balwadkar, (17) Shivaji Kanhu Balwadkar, (18) Dnyaneshwar Shivaji Balwadkar and (19) Malan Shivaji Balwadkar. It appears that partition was caused between said Genu Kanhu Balwadkar and other aforesaid co-holders of several properties *inter alia* the said Property, allotting the said Property to Baban Kanhu Balwadkar, Ananda Baban Balwadkar, Dattatray Baban Balwadkar, Dhanaji Baban Balwadkar and Janabai Baban Balwadkar. The partition was effected in the record of rights with respect to the said Property No.19 vide Mutation Entry No. 3151 dated 18 June 1996. While certifying the Mutation Entry No. 3151, a remark is recorded stating that the names of Kalabai Raghunath Kate, Lilebai Eknath Dhere and Bhimabai Kaluram Bhondwe to be continued in view of Mutation Entry No. 3109. We may point out that the allotment to another branch of the Balwadkar family is still not as per the provisions of law.
- e. On perusal of the Order dated 10 August 2005 passed by the Sub-Divisional Officer, Pune Division, Pune in RTS Appeal No. 212/2005 it is observed that, the names of Kalabai Raghunath Kate, Lilebai Eknath Dhere and Bhimabai Kaluram Bhondwe were to be deleted as they were held to be 'Pokalist' entries. The same has been implemented in the record of rights with respect to the said Property No.18 vide Mutation Entry No.5646 dated 21 October 2005.
- f. By a Development Agreement dated 31 October 2002, registered with the Office of Sub Registrar Havell No.4, at Serial No.9386/2002, made and entered into between (1) Janabai Baban Balwadkar, (2) Ananda Baban Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children, (3) Vimal Ananda Balwadkar, (4) Ravindra Ananda Balwadkar, (5) Dattatraya Baban Balwadkar for himself and as a Manager and Karta of his Hindu Undivided Family, (6) Chaya Dattatraya Balwadkar, (7) Dhanaji Baban Balwadkar for himself and as a Manager and Karta of his Hindu Undivided Family, (8) Mangal Dhanaji Balwadkar, (9) Tarabai Dilip Dhawale referred to as the Owners therein alongwith Ravindra Babanrao Garudkar as the Consenting Party therein and Garud Developers Private Limited represented through its Chairman Hemant Bhaskarrao Garud referred to as the Developer therein,



the Owners granted development rights in respect of the said Property No.19 in favour of the Developer for the consideration and on the terms and conditions stated therein.

- g. Pursuant to the aforesaid Development Agreement dated 31 October 2002, the Owners therein alongwith Ravindra Baberwao Garudkar also executed a Power of Attorney of even date, registered with the Office of Sub Registrar Haveli No.4, at Serial No.9387/2003, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Property No.19 Inter alia the power to sell, transfer and convey the said Property No. 19.
- h. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003 the aforesaid (1) Dattalnaya Baban Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children and (2) Tarabai Dilip Dhawale, executed an Acknowledgement Receipt dated 11 July 2005, notarized at Serial No.3741/2005 with D. B. Khaladkar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property No.19 from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 31 October 2002. On further perusal of the Acknowledgement Receipt dated 11 July 2005 it is noticed that all the executants also consented to the transfer of the said Property No.19 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.
- i. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003 the aforesaid (1) Dhanaji Baban Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children and (2) Tarabai Dilip Dhawale, executed an Acknowledgement Receipt dated 11 July 2005, notarized at Serial No.3742/2005 with D. B. Khaladkar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 31 October 2002. On further perusal of the Acknowledgement Receipt dated 11 July 2005 it is noticed that all the executants also consented to the transfer of the said Property No.19 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.
- j. Pursuant to the aforesaid Development Agreement and Power of Attorney both dated 16 August 2003 the aforesaid (1) Ananda Baban Balwadkar for himself, as a Manager and Karta of his Hindu Undivided Family and as a natural guardian of his minor children and (2) Tarabai Dilip Dhawale, executed an Acknowledgement Receipt dated 11 July 2005, notarized at Serial No.3740/2005 with D. B. Khaladkar Notary, Govt. Of India, acknowledging the receipt of and full and final satisfaction of the total consideration in respect of the said Property from Garud Developers Private Limited as agreed under the said Development Agreement and Power of Attorney both dated 31 October 2002. On further perusal of the Acknowledgement Receipt dated 11 July 2005 it is noticed that all the



executants also consented to the transfer of the said Property No.19 by the Developer i.e. Garud Developers Private Limited in the names of their Nominees/Society/Associations/Company and the sole rights of executing such transfer documents shall solely be with the Developer.

k. On perusal of the Mutation Entry No.8482 dated 13 February 2017, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PfKr. 180/L-1 for tallying and computerizing the hand written revenue records, the digital 7/12 extracts of the said Property No.19 interalia other properties were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We observe that accordingly, as regards the said Property No.19 the spelling of the name of Pune Municipal Corporation appearing on the owner's column of the 7/12 extract thereof was corrected.

XIV. Facts in respect of the said Properties:-

a. Pursuant to acquisition of development rights, Garud Developers Private Limited procured sanction from the Pune Municipal Corporation ("PMC") vide Commencement Certificate dated 19 June 2007 bearing No. DPO/I/465/C/11163. This sanction was in respect of amalgamation of the said Properties as well as development of a residential scheme proposed over the land comprising of the said Property Nos. 1, 2, 3, 4, 5, 6, 12, 14, 15, 16, 17, 18 and 19.

b. Thereafter, Garud Developers Private Limited vide application dated 23 June 2007, applied for grant of permission for non-agricultural use particularly for residential purpose in respect of land admeasuring in the aggregate 52000 sq. mtrs. comprising of said Property Nos. 1, 2, 3, 4, 5, 6, 12 and 14 to 19. By an Order dated 6 July 2007 bearing No. PRH/NA/SP/442/2007 the Collectorate, Pune (Revenue Branch) granted permission for commencing non-agricultural use precisely for residential purpose, on the terms and conditions stated therein, in respect of area admeasuring 22935.63 Sq. Mtrs. (excluding road widening area 29084.37 Sq. Mtrs.) out of the land admeasuring in the aggregate 52000 sq. mtrs. comprising of said Property Nos. 1, 2, 3, 4, 5, 6, 12 and 14 to 19.

c. By and under a Development Agreement dated 19 June 2007 registered with the Office of Sub Registrar Havelli No.15, at Serial No.4519/2007, made and entered into between Garud Developers Private Limited (formerly known as Garud Developers Private Limited) referred to as the Vendor, M/s Vascor Engineers Limited referred to as the Developer and M/s. Phoenix Habitats Private Limited referred to as the Co-Developer, the Vendor assigned development rights in respect of the said Properties, (excluding said Property No. 11 as it was owned by the Co-Developer), in favour of the Developer for the consideration and on the terms and conditions stated therein.

d. Pursuant to the Development Agreement dated 19 June 2007 the Vendor therein also executed a Power of Attorney of even date, registered with the office of Sub-Registrar, Havelli No.15, at Serial No. 4620/2007, appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein with respect to the said Properties excluding said Property No. 11.



- e. Pursuant to acquisition of development rights, (1) M/s. Vascon Engineers Limited through its Managing Director R. Vasudevan and (2) M/s. Phoenix Habitate Private Limited through its Director Shirish Gangakhedkar procured sanctions from the PMC vide various Commencement Certificates in respect of Building Plans of the residential scheme proposed over land comprising of said Property Nos. 1 to 19.
- f. By and under a Lease Deed dated 4 September 2012, registered with the Office of Sub-Registrar, Haveli No.11, at Serial No.8154/2012, made and entered into between (1) M/s. Vascon Engineers Limited through Its Managing Director R. Vasudevan and (2) M/s. Phoenix Habitate Private Limited through its Director Shirish Gangakhedkar referred to as the Lessor therein, the Maharashtra State Electricity Distribution Company Limited through its Executive Engineer viz. Anand Krishnarao Raldurg referred to as the Lessee therein, Gajanan Laxman Balwadkar and others represented through their constituted attorney Garood Developers Private Limited through its Director Hemant Garood referred to as the Owners therein and (1) M/s. Vascon Engineers Limited through its Managing Director R. Vasudevan and (2) M/s. Phoenix Habitate Private Limited through its Director Shirish Gangakhedkar referred to as the Consenting Party therein, the Lessor therein granted leasehold rights in respect of the area admeasuring 5000 Sq. Ft. out of land comprising of Survey No.13/3 to 13/11, 13B, 13/14 to 13/19 in favour of the Lessee therein for the period of 99 years and for the consideration and on the terms and conditions stated therein. The Consenting Party therein gave their consent to the aforesaid Lease Deed in the manner more particularly stated therein.
- g. Thereafter, (1) M/s. Vascon Engineers Limited through its Managing Director R. Vasudevan and (2) M/s. Phoenix Habitate Private Limited through its Director Shirish Gangakhedkar vide their application dated 11 November 2011, applied for grant of permission for non-agricultural use particularly for residential purpose in respect of land admeasuring 2917.49 Sq. Mtrs. out of land totally admeasuring 67400 Sq. Mtrs. comprising of Property No. 1 to 10 and Property No. 12 to 19. By an Order dated 28 February 2013 bearing No. PMH/NA/SR/1175/t1 the Collectorate, Pune (Revenue Branch) granted permission for commencing use for residential purpose, on the terms and conditions stated therein, in respect of area admeasuring 2917.49 Sq. Mtrs. On perusal of the Order dated 28 February 2013 it appears that the said area admeasuring 2917.49 Sq. Mtrs. has been derived out of the land totally admeasuring in the aggregate 67400 sq. mtrs. in the following manner:

Sr. No.	Particulars	Area
A.	Total Area of Property No. 1 to 10 and Property No. 12 to 19	67400 Sq. Mtrs.
B.	Less Area for which NA use was already granted under Order dated 6 June 2007	52000 Sq. Mtrs.
C.	Additional Area for Revised Plan and NA use	15400 Sq. Mtrs.
D.	Less Area under Reservations as noted below:	12482.51 Sq. Mtrs.
D1.	Less area towards Road	1447.76 Sq. Mtrs.
D2.	Less area towards River Green Belt	811.02 Sq. Mtrs.



D3.	Less area towards River Protection Belt	1204.79 Sq. Mtrs.
D4.	Less area towards Biotechnology and Agro Business Zone	1775.60 Sq. Mtrs.
D5.	Less area towards Town Planning Zone	7243.34 Sq. Mtrs.
E.	Area for which NA use proposed	2917.49 Sq. Mtrs.

h. By a Deed of Transfer dated 22 January 2014, registered with the Office of Sub-Registrar, Havelli No.16, at Serial No.679/2014, made and entered into between Pune Municipal Corporation represented through Deputy Commissioner (Land Acquisition and Management) referred to as the Party of the First Part therein, Nivrutti Hari Balwadkar and Others represented through their constituted attorney Garud Developers Private Limited and in turn through its constituted attorney R. Vasudevan, Phoenix Habitat Pvt. Ltd. represented through Shirish Gangakhedkar and Vascon Engineers Limited represented through R. Vasudevan, referred to as the Party of the Second Part therein, the Party of the Second Part therein transferred all their right, title and interest in an area out of Survey No.13 Hissa Nos. 9, 10, 12+13A, 13B, 14, 15, 16, 17, 18 and 19 for the purpose of Road and in an area out of Survey No.13 Hissa Nos. 13B, 14, 15, 16, 17, 18 and 19 for the purpose of Amenity Space in favour of the Party of the First Part for the consideration and on the terms and conditions stated therein. Pursuant to the aforesaid Deed of Transfer dated 22 January 2014, Mutation Entry No. 7874 dated 5 February 2014 was effected and the name of Pune Municipal Corporation was recorded for the area admeasuring 241.91 Sq. Mtrs + 557.22 Sq. Mtrs. in the owners' column of record of rights for the said Land.

i. By and under an Agreement to Sell dated 12 December 2013 registered with the office of Sub-Registrar Havelli No. 23 at Serial No. 2018, made and executed between the following parties as mentioned below, the Vendor Nos. 1 to 11 therein together with the consent of the Consenting Party Nos. 1 to 3 therein, agreed to sell transfer and convey all their rights, title and interest in portion of land admeasuring 42237.05 Sq. Mtrs. out of the said Properties for and at consideration and the terms and conditions more particularly stated therein:

Sr. No.	Names of the Parties	Capacity of the parties as mentioned in the aforesaid Agreement to Sell dated 12 December 2013 registered with the office of Sub-Registrar Havelli No. 23 at Serial No. 2018.
1.	A) Banabai Monu Balwadkar, B) Dharu Monu Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children, C) Nandabal Dharu Balwadkar, D) Sandeep Dharu Balwadkar, E) Datta Dharu Balwadkar, F) Santosh Dharu Balwadkar	Vendor No. 1

	G) Jaysing Moru Balwadkar For himself, manager and karta of his HUF and natural guardian of his minor children, H) Shobha Jaysing Balwadkar; I) Badam Hiraman Gawde,	
2.	A) Nirutti Hari Balwadkar; (EXPIRED) through his heirs; B) Savitri Nirutti Balwadkar; C) Mengel Uddhav Balwadkar; D) Navnath Nirutti Balwadkar; E) Lata Navnath Balwadkar; F) Kajal Bajrang Timgire Nee Kajal Uddhav Balwadkar; G) Nikita Akash Chauhan Nee Nikita Uddhav Balwadkar; H) Snehal Navnath Balwadkar; I) Rohan Navnath Balwadkar; J) Mangal Vesant Tapkir; K) Suman Dadaram Bodke;	Vendor No. 2
3.	A) Smt. Janabai Baban Balwadkar; B) Ananda Baban Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; C) Vimal Ananda Balwadkar; D) Ravindra Ananada Balwadkar; E) Dattatray Baban Balwadkar; For himself , manager and karta of his HUF and natural guardian of his minor children; F) Chhaya Dattatray Balwadkar; G) Dhanaji Baban Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; H) Mangal Dhanaji Balwadkar; I) Tarabal Dilip Dhawle;	Vendor No. 3
4.	A) Shivaji Kanhu Balwadkar, For himself, manager and karta of his HUF and natural guardian of his minor children; B) Melan Shivaji Balwadkar; C) Dnyaneshwar Shivaji Balwadkar; D) Ganesh Shivaji Balwadkar; E) Savila Narayan Sane	Vendor No. 4
5.	A) Pandharinath Jijaba Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; B) Suman Pandharinath Balwadkar;	Vendor No. 5



	C) Vandana Rejaram Zambre; D) Sunita Balu Kedari; E) Nakusha Pandharinhath Balwadkar; F) Meenakshi Navnath Bhambre; G) Shankar Jijaba Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; H) Kamal Shankar Balwadkar; I) Bharat Shankar Balwadkar; J) Sangita Bharat Balwadkar; K) Narendra Shankar Balwadkar;	
6.	A) Gajanan Laxman Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; B) Samindra Gajanan Balwadkar; C) Rajendra Gajanan Balwadkar; D) Surekha Rejendra Balwadkar; E) Vijay Gajanan Balwadkar; F) Pushpa Vijay Balwadkar; G) Mangal Ramesh More; H) Mina Sadashiv Kanaskar; I) Asha Machhindra Khelre; J) Indubai Vitthal Mungsee; K) Sadashiv Narayan Kanaskar; L) Chendrabhaga Sudam Shevale; M) Jijabai Maruti Tambe	Vendor No. 6
7.	A) Ramdas Vitthal Balwadkar; (expired); B) Vatsalabai Ramdas Balwadkar; C) Avinash Ramdas Balwadkar; For himself and natural guardian of his minor children; D) Sweli Avinash Balwadkar; E) Nandita Bhenudas Balwadkar; F) Bhenudas Ramdas Balwadkar; For himself and natural guardian for his minor children; G) Nandkumar Ramdas Balwadkar; For himself and natural guardian for his minor children; H) Manisha Nandkumar Balwadkar; I) Bebi Sunil Pokle; J) Pandurang Vitthal Balwadkar; For himself, manager and karta of his HUF and natural guardian of his minor children; K) Subhadra Pandurang Balwadkar;	Vendor No. 7



	<p>L) Dattatray Pandurang Balwadkar; M) Alul Pandurang Balwadkar; N) Somnath Pandurang Balwadkar; O) Jyoti Dadasaheb Ranwade; P) Suvana Sunil Pawle; Q) Tulshiram Balwadkar; For himself , manager and karta of his HUF and natural guardian of his minor children; R) Nande Tulshiram Balwadkar; S) Sonabai Popat Pawale</p>	
8.	<p>A) Balasaheb Sopan Balwadkar : For himself, manager and karta of his HUF and natural guardian of his minor children; B) Mandabai Balasaheb Balwadkar; C) Vatsalabai Prabhakar Buchade</p>	Vendor No. 8
9.	<p>A) Rukhminibai Nivrutti Balwadkar; B) Ramdas Nivrutti Balwadkar; C) Vitthal Ramdas Balwadkar; D) Dnyanoba Nivrutti Balwadkar; For himself and natural guardian of his minor children; E) Shahaji Nivrutti Balwadkar; For himself and natural guardian of his minor children; F) Shivaji Shahaji Balwadkar; G) Rajaram alias Rajendra Nivrutti Balwadkar; For himself and natural guardian of his minor children; H) Vijay Nivrutti Balwadkar; For himself and natural guardian of his minor children; I) Sanjay Nivrutti Balwadkar; For himself and natural guardian of his minor children</p>	Vendor No. 9



10.	A) Smt. Parvati Bai Genu Balwadkar; B) Maruti Genu Balwadkar, For himself, manager and karta of his HUF and natural guardian of his minor children; C) Nita Maruti Balwadkar; D) Shantaram Genu Balwadkar, For himself, manager and karta of his HUF and natural guardian of his minor children; E) Nirmala Shantaram Balwadkar; F) Kalabai Raghunath Kate; G) Llabei Ekanath Dhore; H) Bhimabel Katuram Bhondave	Vendor No. 10
11.	A) Balu Raghu Balwadkar, For himself and as Manager of his HUF and Natural guardian to his minor children; B) Janabai Balu Balwadkar; C) Rajshri Ganesh Rakshe Nee Miss, Rajashri Balu Balwadkar; D) Master Kiran Balu Balwadkar; E) Vrushali Balu Balwadkar; F) Master Amol Balu Balwadkar; G) Bhagvan Raghu Balwadkar, For himself and as Manager of his HUF ; H) Alka Bhagvan Balwadkar ; I) Ganesh Bhagvan Balwadkar ; J) Rajendra Bhagvan Balwadkar ; K) Satish Bhagvan Balwadkar ; L) Valshai R. Kate	Vendor No. 11
(i)	All the above i.e. Vendor Nos. 1, 3 to 11 through their constituted attorney Garood Developers LLP through its' authorised signatory/Designated partner Hemant Garud; and	
(ii)	Vendor No. 2 through its' constituted attorney Subhash Tippana Nelge through his constituted attorney Garood Developers LLP through its' authorised signatory/designated partner, Hemant Garud.	
12.	Flora Facilities Private Limited, through its Authorized signatory Rita Vikas Swarup.	Vendor No. 12
13.	Phoenix Habitate Private Limited, through its Authorized signatory Priti Shirish Gangalkhedkar,	Vendor No. 13/ Consenting Party No.1
14.	Vascon Engineers Limited, through its Authorized signatory R. Vasudevan	Vendor No. 14/ Consenting Party No.2



15.	Garod Developers LLP, through its designated partner/Authorized signatory Hemant Ganud.	Vendor No. 15/ Consenting Party No.3
16.	Keywest Realty Private Limited, through its Authorized signatory Bharat Devakinandan Agarwal.	Purchaser

j. On further perusal of the aforesaid Agreement to Sell dated 12 December 2018, it appears that:

- (i) prior to 2016, the said Properties were effected by various reservations like (a) 30 mtr. Wide D.P. Road (b) 24 Mtrs. wide D.P. Road, (c) Town Planning Scheme Zone (d) Bio Technology and Agro-Business Zone, (e) River Protection Belt and (f) Green Belt. The aforesaid reservations were located on the eastern border of the said Properties.
- (ii) Further the said Properties were naturally sub-divided into two parts by 30 Mtrs. D.P. Road reservation. The First part being a portion of land admeasuring 30151.77 sq.mtrs. and an area admeasuring 5111.18 Sq. Mtrs. under the said 30 Mtrs. Wide D.P. Road on the western border of the said Properties. The Balance portion of land admeasures 42,237.05 sq.mtrs. out of the said Properties i.e. said Property affected by the 24 Mtrs. wide D.P. Road, Town Planning Scheme Zone, Bio Technology and Agro-Business Zone, River Protection Belt and River Pad reservations. The portion of land admeasures 42,237.05 sq.mtrs. out of the said Properties i.e. the said Property.
- (iii) Thereafter by a Notification bearing No. TPS-1812/791/CR-142/12/ RCR No. 03 /12/UD-13 dated 11 August 2016, the Urban Development Department, Mantralaya, Mumbai, the Town Planning Scheme Zones and Bio-Technology and Agro- Business Zone over the parcels of land in Village Balewadi were converted to Residential Zone and certain other reservations were implemented thereon. Thus, by the said Notification, the reservations relating to the Town Planning Scheme Zone and Bio Technology and Agro-Business Zone forming part of the said Properties were converted to Residential Zone and Garden Reservations.

k. Vide a Revised Commencement Certificate dated 26 February 2019 bearing No. CC/3713/18 issued by the PMC it appears that a layout proposing sub-division of the said Property admeasuring 42,237.05 sq. mtrs., denoted as Plot No. 2, from the said Properties was sanctioned.

l. Thereafter, vide Letter dated 18 March 2019 bearing No. NA/SR/85/19, the Tehsil Office Haveli, Pune directed the Talathi, Balewadi, Haveli, Pune to record residential use for area admeasuring 8300 sq. mtrs. being said Property No. 11. It is further recorded that Phoenix Habitats Private Limited and Flora Facilities Private Limited in compliance of the Letter dated 7 March 2019 bearing No. LND/NA/PMC/NOC/SR/85/2019 had already deposited the non-agricultural assessment in respect of such residential use of area admeasuring 8300 sq. mtrs. with the Government.



m. We have come across several variations in the name of Garud Developers Private Limited as well as conversion of Garud Developers Private Limited from a Private Limited Company into a Limited Liability Partnership. The variations and supporting certificates issued by the authorities listed hereinbelow reflect that all the entities with such different names and conversion are one and the same:

Sr. No.	Change	Certificate issued by	Issuing Authority	Date of Certificate
1.	Garud Developers Private Limited To Garood Developers Private Limited	Fresh Certificate of Incorporation Consequent on Change of Name	Assistant Registrar of Companies, Pune	26 March 2004
2.	Garood Developers Private Limited To Garood Developers LLP	Certificate of Registration on Conversion	Registrar of Companies	30 March 2012
3.	Garood Developers LLP To Garood Developers LLP	Fresh Certificate of Incorporation Consequent on Change of Name	Registrar, Pune, Ministry of Corporate Affairs	23 August 2012

3. **SEARCHES:**

a. **INDEX II RECORDS SEARCH:**

Search of the Index-II extracts for the year 1989 to 2018 with respect to the said Properties was carried out by Mr. K. M. Thorat, Advocate, at the Sub-Registrars offices and he has submitted Search Reports all dated 11 October 2018. From the said search reports it appears, he has taken search in the office of the Sub-Registrar Havelli Nos. 1 and 2 from 1989 to 1990 and Havelli No. 4 from 1991 to 2018, and on the Government Website from 2002 to 2018. During his search the following was observed by him:

- In the Office of Sub-Registrar, Havelli No.1, the records for the year 1990 were torn. Record for the years 1989 were not available.
- In the Office of Sub-Registrar, Havelli No.2, records for the years 1989 and 1990 were torn.
- In the Office of Sub-Registrar, Havelli No.4, records for the years 1997 to 2000 were torn. records for the years 1991, 1992, 1994 and 1995 were entirely not readable and records for the years 1993, 1996 and 2001 were not available. Further Records for the years 2014 and 2018 were physically not available.



No entries adverse to the title of said Properties have been found during the aforesaid search.

b. ROC SEARCH:

On 15 March 2019, we conducted a limited online search on the website maintained by the Ministry of Corporate Affairs for any charges created by Flora Facilities Pvt. Ltd., Phoenix Habitats Pvt. Ltd., Vascon Engineers Ltd., Garood Developers LLP and Keywest Realty Private Limited. During such search, it was found that no charge exists for the company Flora Facilities Pvt. Ltd., Phoenix Habitats Pvt. Ltd., Vascon Engineers Ltd., Garood Developers LLP and Keywest Realty Private Limited with respect to the said Property.

4. PUBLIC NOTICE:

To investigate the title of the owners and the rights of the developers we published two Public Notices both dated 26 December 2018 one in daily newspaper "Prabhat" (in Marathi) and the other in daily newspaper "The Times of India" (in English) both issued on 26 December 2018 calling for objections, if any in respect of the said Property. Pursuant to the above we received an objection dated 30 January 2019, from Advocate Ganesh Angad Bahirai on behalf of his clients viz (1) Tulshiram Vitthal Balwadkar, (2) Narandra Tulshiram Balwadkar, (3) Nilesh Tulshiram Balwadkar and (4) Anupadha Deepak Pawar with respect to the said Property No.18 i.e. Survey No.13/18. In furtherance to the said objection dated 30 January 2019, Advocate Dadasaheb V. Nanekar, on behalf of Garood Developers Private Limited now Garood Developers LLP replied to the said Objection dated 30 January 2019 vide his Notice Reply dated 13 February 2019 rejecting all the claims made in the said Objection dated 30 January 2019. Thereafter, we have not received any objection in response to the aforesaid Public Notices.

5. ZONE CERTIFICATE:

On perusal of the Zone Certificate dated 9 October 2018 bearing no. 8P3/3250 issued by the Pune Municipal Corporation it appears that Survey No. 13 falls under the residential zone as per the Sanctioned Pune Regional Plan and is affected by one 30 mtr. road as well as two 24 mtr. roads Road reservation and further that it is affected by following reservations:

- a. Park/FLJ
- b. River Protection Belt – 1 (RPB – 1)

6. Garood Developers LLP, Vascon Engineers Limited, Flora Facilities Private Limited and Phoenix Habitats Private Limited vide their respective letters all dated 22 March 2019 addressed to us, informed us that the said Property and/or any part/s thereof are not the subject matter of any suit, revenue proceeding, tax proceeding, appeal, petition, etc. nor the same is the subject matter of any attachment either before or after judgment and there is no notice of lis pendens or attachment subsisting or pending in respect of the said Property. Garood Developers LLP has further informed to us that the said Property and/or any part/s thereof have not been mortgaged to any bank or financial institutions nor any encumbrances or any third party rights of any nature whatsoever have been created in respect of the said Property.



7. In view of what is stated hereinabove and subject to what is stated hereinabove, we certify that (i) owners mentioned in the table stated hereinbelow are the owners of the said Properties, (ii) vide Development Agreement dated 19 June 2007 registered with the office of Sub-Registrar Havell No. 15 at Sr. No. 4519/2007 Vascon Engineers Limited and Phoenix Habitats Private Limited are well and sufficiently entitled to development rights over the said Properties and (iii) by and under Agreement to Sell dated 12 December 2018 registered with the office of the Sub-Registrar Havell No. 23 at Serial No. 19392/2018, Keywest Realty Private Limited is entitled to purchase the said Property:

Sr. No.	Survey No.	Total area as per 7/12 extract	Name of the present Owners
1	13/3	00-25	Gajanan Laxman Balwadkar
2	13/4	00-78	1. Bhagwan Raghu Balwadkar 2. Balu Raghu Balwadkar
3	13/5	00-35	1. Dnyanoba Nivrutti Balwadkar 2. Shahil Nivrutti Balwadkar 3. Rajendra Nivrutti Balwadkar 4. Vilay Nivrutti Balwadkar 5. Sanjay Nivrutti Balwadkar 6. Yamunabai Teyaram Dudhane 7. Kamal Ashok Chinchawade 8. Kashibai Sopen Barme 9. Rakhimabai Nivrutti Balwadkar 10. Vilthal Ramdas Balwadkar 11. Sarika Nathuram Gaware
4	13/6	00-11	1. Maruti Genu Balwadkar 2. Shantaram Genu Balwadkar
5	13/7	00-9	Gajanan Laxman Balwadkar
6	13/8/1	00-4.5	1. Vascon Engineers Limited 2. Phoenix Habitats Private Limited
7	13/8/2	00-4.5	Geoood Developers LLP
8	13/9	00-74	1. Arjun Uddhav Balwadkar through his natural guardian Mangal 2. Kajal Bajrang Timgire 3. Navnath Nivrutti Balwadkar 4. Nikita Akash Chaven 5. Mangal Uddhav Balwadkar 6. Mangal Vasant Tapdikar 7. Savitribai Nivrutti Balwadkar 8. Suman Dadaram Bodake
9	13/10	00-19	1. Gajanan Laxman Balwadkar 2. Pune Municipal Corporation
10	13/11	00-25	1. Maruti Genu Balwadkar 2. Shantaram Genu Balwadkar
11	13/12	00-63	1. Flora Facilities Pvt.Ltd 2. Phoenix Habitats Pvt.Ltd.
12	13/13B/1	00-31.5	1. Vascon Engineers Limited 2. Phoenix Habitats Private Limited



13	13/13B/2	00-31.5	Garod Developers LUP
14	13/14	00-48	1. Bahubai Moru Balwadkar 2. Badami Hiraman Gewade alias Badam Moru Balwadkar 3. Dharu Moru Balwadkar 4. Jalsingh Moru Balwadkar
15	13/15	00-52	1. Balasaheb Sopan Balwadkar 2. Vatsalabai Prabhakar Buchade 3. Pune Municipal Corporation
16	13/16	00-50	1. Shankar Jijaba Balwadkar 2. Pandharinath Jijaba Balwadkar 3. Pune Municipal Corporation
17	13/17	00-51	1. Dnyaneeshwar Shiveji Balwadkar 2. Malan Shivaaji Balwadkar 3. Pune Municipal Corporation
18	13/18	00-52	1. Tulshiram Vitthal Balwadkar 2. Pandurang Vitthal Balwadkar 3. Sonabai Popatrao Pawale 4. Avinash Ramdas Balwadkar 5. Bhanudas Ramdas Balwadkar 6. Nandakumar Ramdas Balwadkar 7. Dhanashree Ramdas Balwadkar nee Bebi Sunil Pokle 8. Valsala Ramdas Balwadkar 9. Pune Municipal Corporation
19	13/19	00-75	1. Ananda Baban Balwadkar 2. Dattalray Baban Balwadkar 3. Dhanaji Baban Balwadkar 4. Jansabai Baban Balwadkar 5. Tarabai Dilip Uhavele 6. Pune Municipal Corporation

8. GENERAL:

- This Title Certificate merely certifies the matters expressly dealt with in the certificate. The Title Certificate does not consider or certify any other questions not expressly answered in the certificate.
- This Title Certificate is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Title Certificate, and we are under no obligation to update this Title Certificate with any information, replies or documents we receive after this date.
- Save as specifically stated in this Title Certificate, we have not inspected or reviewed the original documents in respect of the Property.
- We have not been provided with any plans or photocopies of plans (including as annexures to any documents) except as specifically mentioned in this Title Certificate.
- We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Title Certificate.



1. In accordance with our scope of work and our qualifications:
 - i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.
 - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.
- g. We express no view about the zoning, user, reservations or FSI of the Property.
- h. Save as otherwise stated in this Title Certificate, we express no view with respect to any structures or buildings standing on the Property.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Title Certificate. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Title Certificate. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.
- j. We have not conducted any investigation / enquired into the total holdings of the Property owner(s) to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961. We have also not checked the applicability of the provisions of the Urban Land (Ceiling & Regulations) Act, 1978 save and except as per documents furnished to us and as set out hereinabove.
- k. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these.
- l. Save as otherwise stated in this Title Certificate, we have not issued any further public notice to invite claims from the public at large in respect of the title of the respective owners to the said Property.
- m. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of



Assurances or any other authorities. For the purpose of issuing this Title Certificate, we have caused a search to be conducted at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website as set out in this Title Certificate and for the period set out in this Title Certificate on 11 October 2018 with respect to the years 1989 to 2018. For the purpose of issuing this Title Certificate, we have relied on the search reports described in this Title Certificate, all dated 11 October 2018 issued by Adv. Kailash Thorat, who has conducted independent searches / investigations in respect of the Property at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website. We have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.

- n. We have been informed by our search clerk that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and the Index / register maintained in digital form has not been properly maintained. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.
- o. Except as specifically stated in this Title Certificate we have not carried out any further searches at the offices or websites of the Registrar of Companies.
- p. Except as specifically stated in this Title Certificate, we have not carried out any searches on any websites or in the records of any courts or governmental or regulatory agencies, authorities or bodies and have accepted based on your assertions that there are no pending litigations, proceedings, enquiries etc. before any court of law, tribunal, authority etc. in respect of the Property. We have assumed that there is no dispute between the previous owners or predecessors in title with respect to their individual entitlement or the joint family holding and that wherever individual deeds and agreements have been executed by the members of a family have been executed in terms of a family understanding / settlement between the family members. Except as specifically stated in this Title Certificate, we have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.
- q. For the purpose of this Title Certificate, we have assumed:
 - i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;



iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;

iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;

v) that there have been no amendments or changes to the documents we have examined;

vi) that all prior documents have been adequately stamped and duly registered;

vii) that each document binds the parties intended to be bound by it;

viii) that the photocopies provided to us are accurate photocopies of originals;

ix) that all translations of documents provided to us are complete and accurate;

x) the accuracy and completeness of all the factual statements and representations made in the documents;

xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;

xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Title Certificate are correct and otherwise genuine; and

7. For the purposes of this Title Certificate, we have relied upon:

- i) Photocopies / typed copy of documents where original documents were not available.
- ii) Photocopies of 7/12 extracts of the respective properties.

8. For the purpose of this Title Certificate, we have relied upon information relating to lineage as available in the revenue records and as provided by you.

9. A certificate, determination, notification, opinion or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.

10. Even though this document is titled "Title Certificate", it is in fact an opinion based on the documents we have reviewed. This Title Certificate has been provided at the request of the client to whom it is addressed.

11. This Title Certificate is limited to matters related to Indian law alone (as on the date of this Title Certificate) and we express no opinion on laws of any other jurisdiction.



B. This opinion is addressed to Keywest Realty Private Limited alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Keywest Realty Private Limited for any purpose without our prior written consent. It may however be disclosed or furnished by the Keywest Realty Private Limited as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority or as part of the documents required to be submitted to banks and financial institutions.

Dated this 12th day of April 2019.

For M/s. Harlan & Co.

M. Harlan

Partner



SUPPLEMENTARY TITLE CERTIFICATE

To,
Keywest Realty Private Limited,
 1, Adams Court, 2nd Floor,
 Baner,
 Pune 411046.

Re: All that piece and parcel of land admeasuring 42,237.05 Sq. Mtrs. comprising of (i) Plot No. 2 admeasuring 23,186.01 Sq. Mtrs., (ii) area admeasuring 10,000 sq mtrs. under Garden reservation, (iii) area admeasuring 2,698.97 sq. mtrs. under 24 Mtrs. wide D.P. Road, (iv) area admeasuring 4000.03 sq. mtrs. under River Protection Belt and (v) area admeasuring 2,292.04 sq. mtrs. under River Pad reservation our cl land admeasuring in the aggregate 7 Hectare 57 Acres i.e. 75,700 sq. mtrs. situated at Village Balewadi, Taluka Flavelli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property"), the particulars of which are as follows:

Sr. No.	Survey No.	Area	Referred to as
1	13/3	25 Acres	"Property No. 1"
2	13/4	78 Acres	"Property No. 2"
3	13/5	35 Acres	"Property No. 3"
4	13/6	11 Acres	"Property No. 4"
5	13/7	9 Acres	"Property No. 5"
6	13/8/1	4.5 Acres	"Property No. 6"
7	13/8/2	4.5 Acres	"Property No. 7"
8	13/9	74 Acres	"Property No. 8"
9	13/10	19 Acres	"Property No. 9"
10	13/11	25 Acres	"Property No. 10"
11	13/12	83 Acres	"Property No. 11"
12	13/13B/1	31.5 Acres	"Property No. 12"
13	13/13B/2	31.5 Acres	"Property No. 13"
14	13/14	45 Acres	"Property No. 14"
15	13/15	52 Acres	"Property No. 15"
16	13/16	50 Acres	"Property No. 16"
17	13/17	51 Acres	"Property No. 17"
18	13/18	52 Acres	"Property No. 18"
19	13/19	75 Acres	"Property No. 19"

The said Property Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are hereinafter collectively referred to as "the said Properties".

We are issuing this Supplementary Title Certificate in continuation of our Title Certificate dated 12 April 2019 issued in respect of the said Property.

i. **Title Documents:**

For the purpose of this Supplementary Title Certificate, we have reviewed the following documents:

- a. Photocopy of Deed of Conveyance dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6941/2019 made and entered into between Banabai Moru Balwadkar and others with Vascon Engineers Limited, Phoenix Hablats Private Limited, Garcod Developers LLP and Keywest Realty Private Limited.
- b. Photocopy of Irrevocable Power of Attorney dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6942/2019 executed by Banabai Moru Balwadkar and others with Vascon Engineers Limited, Phoenix Hablats Private Limited, Garcod Developers LLP thereby appointing Keywest Realty Private Limited as their lawful attorney.
- c. Photocopy of Deed of Mortgage dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6954/2019 made and entered into between Keywest Realty Private Limited and Kasturi Realty and Kolak Mahindra Investments Ltd.
- d. Search Report dated 14 May 2019 by Adv. Kailash Thorat.
- e. Letter dated 15 May 2019 by Keywest Realty Private Limited.

2. Brief History:

In continuation of our previous Title Certificate dated 12 April 2019 issued to Keywest Realty Private Limited and based on the aforesaid documents and the information furnished to us, we observe as follows.

- a. By and under a Deed of Conveyance dated 24 April 2019 registered with the office of Sub-Registrar Haveli No. 15 at Serial No. 6941/2019, made and executed between the following parties as mentioned below, the Vendor Nos. 1 to 11, 12, 13 and 14 therein together with the consent of the Consenting Party Nos. 1 to 3 therein, agreed to sell transfer and convey all their rights, title and interest in (i) Plot No. 2 (including Open Space 3) admeasuring 23,186.01 sq. mtrs., (ii) Gander Reservation (Including Amenity Space No. 2), (iii) area admeasuring 2698.97 sq. mtrs. under 24 Mtrs. wide D.P. Road, (iv) area admeasuring 4060.03 sq. mtrs. under River Protection Bell and (v) area admeasuring 2292.04 sq. mtrs. under River Pad reservation, aggregately/totally admeasuring 42,237.05 sq. mtrs. i.e. said Plot out of the said Properties for and all consideration and the terms and conditions more particularly stated therein:



Sr. No.	Names of the Parties	Capacity of the parties as mentioned in the aforesaid Deed of Conveyance dated 24 April 2019 registered with the office of Sub-Registrar Haveli No. 15 at Serial No. 6941/2019.
1.	A) Banabai Moru Balwadkar, B) Charu Moru Balwadkar; for himself, Manager and Karta of his HUF, C) Nandabai Dharu Balwadkar, D) Sandeep Dharu Balwadkar, E) Datta Dharu Balwadkar, F) Santosh Dharu Balwadkar, G) Jaysing Moru Balwadkar for himself, Manager and Karta of his HUF and natural guardian of his minor children, H) Shobha Jaysing Balwadkar; I) Sadam Hiraman Gawde, alias Sadam Moru Balwadkar	Vendor No. 1
2.	A) Nirutti Hari Balwadkar; (EXPIRED) through his heirs; B) Savitri Nirutti Balwadkar; C) Mangal Uddhav Balwadkar; D) Arjun Udhav Balwadkar (Minor) through his natural guardian mother, Mangal Uddhav Balwadkar; E) Navnath Nirutti Balwadkar; F) Lala Navnath Balwadkar; G) Kejal Bajrang Timgire Nee Kajal Uddhav Balwadkar; H) Nikita Akash Chauhan Nee Nikita Uddhav Balwadkar; I) Snehal Navnath Balwadkar; J) Rohan Navnath Balwadkar; K) Mangal Vasant Tapkir; L) Suman Daderam Bodke;	Vendor No. 2



3.	<ul style="list-style-type: none"> A) Smt Janabai Baban Balwadkar; B) Ananda Baban Balwadkar; for himself, Manager and Karta of his HUF; C) Vimal Ananda Balwadkar; D) Ravindra Ananda Balwadkar; E) Dattalray Baban Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; F) Chhaya Dattalray Balwadkar; G) Dhanaji Baban Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; H) Mengal Dhanaji Balwadkar; I) Tarabai Dilip Dhawle; 	Vendor No. 3
4.	<ul style="list-style-type: none"> A) Shivaji Kanhu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; B) Melan Shivaji Balwadkar; C) Dnyaneshwar Shivaji Balwadkar; D) Ganesh Shivaji Balwadkar; E) Savita Narayan Sane 	Vendor No. 4
5.	<ul style="list-style-type: none"> A) Pandharinath Jijaba Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; B) Suman Pandharinath Balwadkar; C) Vandana Rajaram Zambre; D) Sunita Balu Kedari; E) Nakusha Pandharinath Balwadkar; F) Meenakshi Navnath Bhambre; G) Shankar Jijaba Balwadkar; for himself, Manager and Karta of his 	Vendor No. 5



	HUF and natural guardian of his minor children; H) Kamal Shankar Balwadkar; I) Bharat Shankar Balwadkar; J) Sangita Bharat Balwadkar; K) Narendra Shankar Balwadkar;	
6.	A) Gajanan Laxman Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; B) Samindra Gajanan Balwadkar; C) Rajendra Gajanan Balwadkar; D) Surekha Rajendra Balwadkar; E) Vijay Gajanan Balwadkar; F) Pushpa Vijay Balwadkar; G) Mangal Ramesh More; H) Mina Sadashiv Kanaskar; I) Asha Machhindra Khaire; J) Indubai Vitthal Mungse; K) Sadashiv Narayan Kanaskar; L) Chandrabhaga Sudam Shevale; M) Jijabai Maruti Tambo	Vendor No. 6
7.	A) Ramdas Vitthal Balwadkar; (expired); B) Vatsalabai alias Valchata Ramdas Balwadkar; C) Avinash Ramdas Balwadkar; for himself and natural guardian of his minor children; D) Swati Avinash Balwadkar; E) Nanda Bhanudas Balwadkar; F) Bhanudas Ramdas Balwadkar; for himself and natural guardian for his minor children; G) Nandkumar Ramdas Balwadkar; for himself and natural guardian for his	Vendor No. 7



	<p>minor children;</p> <p>H) Manisha Nandkumar Balwadkar;</p> <p>I) Dhanashree Ramdas Balwadkar nee Bebi Sunil Pawde;</p> <p>J) Pandurang Vithal Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>K) Subhadra Pendurang Balwadkar;</p> <p>L) Dattatray Pandurang Balwadkar;</p> <p>M) Atul Pandurang Balwadkar;</p> <p>N) Somnath Pandurang Balwadkar;</p> <p>O) Jyoti Dadasaheb Ranwade;</p> <p>P) Suvama Sunil Pawle;</p> <p>Q) Tulshiram Vithal Balwadkar, for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>R) Nanda Tulshiram Balwadkar;</p> <p>S) Sonabai Popal Pawale</p>	
8.	<p>A) Balasaheb Sopan Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>B) Mandabai Balasaheb Balwadkar;</p> <p>C) Vatsalaben Prabhakar Buchade</p>	Vendor No. 8
9.	<p>A) Rukhminibai alias Rakhamabai Nivrutti Balwadkar;</p> <p>B) Ramdas Nivrutti Balwadkar;</p> <p>C) Vithal Ramdas Balwadkar;</p> <p>D) Unyanoba Nivrutti Balwadkar; for himself and natural guardian of his minor children;</p> <p>E) Shahaji Nivrutti Balwadkar; for himself and natural guardian of his minor children;</p>	Vendor No. 9



	<p>F) Shivaji Shahaji Balwadkar;</p> <p>G) Rajaram alias Rajendra Nivratti Balwadkar; for himself and natural guardian of his minor children;</p> <p>H) Vijay Nivratti Balwadkar; for himself and natural guardian of his minor children;</p> <p>I) Sanjay Nivratti Balwadkar, for himself and natural guardian of his minor children;</p> <p>J) Yamunabai Tayram Dudhane;</p> <p>K) Kamal Ashok Chinchwade;</p> <p>L) Kashibai Sopan Barne (EXPIRED) through her heirs:</p> <ul style="list-style-type: none"> (i) Nirmala Gorakhnath Tingre (ii) Shaile Gorakh/ Gorakhnath Gaware (iii) Satyabhama Arun Marre (iv) Rohidas Sopan Barne (v) Seema Ganesh Lande <p>M) Sarika Nathuram Gaware</p> <p>N) Sangeeta Rahul Dudhane (Expired) through her heirs:</p> <ul style="list-style-type: none"> (i) Rahul Tayram Dudhane (for himself, as Manager/Karta of Hindu Undivided Family and natural guardian of his minor children at No. (ii) and (iii); (ii) Ashutosh (Sahil) Rahul Dudhane; (iii) Aditi Rahul Dudhane 	
10.	<p>A) Smt. Parvalibai Genu Balwadkar;</p> <p>B) Maruli Genu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p>	Vendor No. 10



	C) Nita Maruti Balwadkar; D) Shantaram Genu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; E) Nirmala Shantaram Balwadkar; F) Kalabai Raghunath Kate; G) Lilabai Eknath Dhere; H) Bhimabai Katuram Bhondave	
11.	A) Balu Raghu Balwadkar, for himself and as Manager of his HUF and Natural guardian to his minor children; B) Janabai Balu Balwadkar; C) Rajashri Ganesh Rakshe Nee Miss Rajashri Balu Balwadkar; D) Master Kiran Balu Balwadkar; E) Vrushali Balu Balwadkar; F) Master Amol Balu Balwadkar; G) Bhagvan Raghu Balwadkar; for himself and as Manager of his HUF; H) Alka Bhagvan Balwadkar; I) Ganesh Bhagvan Balwadkar; J) Rajendra Bhagvan Balwadkar; K) Salish Bhagvan Balwadkar; L) Vaishali R. Kate;	Vendor No. 11
	(i) All the above i.e. Vendor Nos. 1, 3 to 11 through their constituted attorney Garood Developerss LLP through its' authorised signatory/Designated partner Hemant Garrud; and (ii) Vendor No. 2 through its' constituted attorney Subhash Tippanna Nelge through his constituted attorney Garood Developerss LLP through its' authorised signatory/designated partner, Hemant Garrud.	
12.	Flora Facilities Private Limited, through its' Authorized signatory Rita Vikas Swarup.	Vendor No. 12



13.	Phoenix Habitats Private Limited, through its Authorized signatory Priti Shirish Gangakhedkar.	Vendor No. 13/ Consenting Party No.1
14.	Vascon Engineers Limited, through its Authorized signatory R. Vasudevan	Vendor No. 14/ Consenting Party No.2
15	Garood Developers LLP, through its designated partner/Authorized signatory Hemant Garrud.	Vendor No 15/ Consenting Party No.3
16.	Keywest Realty Private Limited, through its Authorized signatory Bharat Devakinandan Agarwal.	Purchaser

- b. Pursuant to the Deed of Conveyance dated 24 April 2019, the Vendors therein alongwith the Consenting Party executed a Power of Attorney of even date registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6942/2019 appointing the Purchaser therein as their lawful attorney to do all the acts, deeds, matter and things in respect of the said Property as more particularly stated therein.
- c. By and under a Deed of Mortgage dated 24 April 2019 registered with the office of Sub-Registrar of Assurances, Haveli No. 15, at Serial No. 6954/2019 made and entered into between Keywest Realty Private Limited and Kasturi Realty as the Mortgagors, Keywest Realty Private Limited as the Borrower and Kotak Mahindra Investments Limited as the Lender, the Borrower therein availed a Working Capital Term Loan of Rs. 75,00,00,000/- (Rupees Seventy Five Crores Only) from the Lender and the Mortgagors therein as a security mortgaged a portion admeasuring 23.186 01 sq. mtrs. out of the said Property in favour of the Lender.

3. Searches:

a. INDEX-II RECORDS SEARCH:

Search of the Index-II extracts for the year 2018 to 2019 with respect to the said Properties was carried out by Mr. K.M. Thorat, Advocate, at the Sub-Registrars offices and he has submitted Search Reports all dated 14 May 2019. From the said search reports it appears, he has taken search in the office of the Sub Registrar Haveli Nos. 4 from 2018 to 2019 and on the Government Website from 2018 to 2019. During his search it was observed



by him that in the Office of Sub-Registrar, Haveli No.4, the physical records for the year 2018 to 2019 were not available and therefore he has conducted an online search on the website of Department of Registration and Stamps, Government of Maharashtra. Purse for the period subsequent to 2018 till date.

No entries adverse to the title of said Properties have been found during the aforesaid search.

b. ROC SEARCH:

On 24 May 2019, we conducted a limited online search on the website maintained by the Ministry of Corporate Affairs for any charges created by Keywest Realty Private Limited. During such search, it was found that the charge created vide Deed of Mortgage dated 24 April 2019 over a portion admeasuring 23,186.01 sq. mtrs. out of the said Property is yet to be updated in the records of the Registrar of Companies.

4. Public Notice:

On the instructions of our client we have not issued Public Notice post Public Notice dated 26 December 2018.

5. Keywest Realty Private Limited vide their letter dated 15 May 2019 addressed to us, informed us that the said Property and/or any part/s thereof are not the subject matter of any suit, revenue proceeding, tax proceeding, appeal, petition, etc. nor the same is the subject matter of any attachment either before or after judgment and there is no notice of lis pendens or attachment subsisting or pending in respect of the said Property. Keywest Realty Private Limited has further informed to us that save and except the Deed of Mortgage dated 24 April 2019 discussed hereinabove, the said Property and/or any part/s thereof have not been mortgaged to any bank or financial institutions nor any encumbrances or any third party rights of any nature whatsoever have been created in respect of the said Property.

6. In view of what is stated hereinabove and subject to what is stated in our Title Certificate dated 12 April 2019, we certify that Keywest Realty Private Limited is the sole and absolute owner of the said Property subject to the rights of Kolak Mahindra Investments Limited created vide the Deed of Mortgage dated 24 April



2019 created over a portion admeasuring 23,186.01 sq. mtrs. out of the said Property.

7. General:

- a. This Supplementary Title Certificate merely certifies the matters expressly dealt with in the certificate. The Supplementary Title Certificate does not consider or certify any other questions not expressly answered in the certificate.
- b. This Supplementary Title Certificate is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Supplementary Title Certificate, and we are under no obligation to update this Supplementary Title Certificate with any information, replies or documents we receive after this date.
- c. Save as specifically stated in this Supplementary Title Certificate, we have not inspected or reviewed the original documents in respect of the Property.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Supplementary Title Certificate.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Supplementary Title Certificate.
- f. In accordance with our scope of work and our qualifications:
 - i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.
 - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.



g. We express no view about the zoning, user, reservations or FSI of the Property.

h. Save as otherwise stated in this Supplementary Title Certificate, we express no view with respect to any structures or buildings standing on the Property.

i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Supplementary Title Certificate. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Supplementary Title Certificate. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.

j. We have not conducted any investigation / enquired into the total holdings of the Property owner(s) to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961. We have also not checked the applicability of the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 save and except as per documents furnished to us and as set out hereinabove.

k. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these.

l. Save as otherwise stated in this Supplementary Title Certificate, we have not issued any further public notice to invite claims from the public at large in respect of the title of the respective owners to the said Property.

m. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities. For the purpose of issuing this Supplementary Title Certificate, we have caused a search to be conducted at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website as set out in this Supplementary Title Certificate

and for the period set out in this Supplementary Title Certificate on 14 May 2019 with respect to the years 2018 to 2019. For the purpose of issuing this Supplementary Title Certificate, we have relied on the search reports described in this Supplementary Title Certificate, dated 14 May 2019 issued by Adv. Kailash Thorat, who has conducted independent searches / investigations in respect of the Property at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website. We have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.

- n. We have been informed by our search clerk that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and the Index II register maintained in digital form has not been properly maintained. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.
- o. Except as specifically stated in this Supplementary Title Certificate we have not carried out any further searches at the offices or websites of the Registrar of Companies.
- p. Except as specifically stated in this Supplementary Title Certificate, we have not carried out any searches on any websites or in the records of any courts or governmental or regulatory agencies, authorities or bodies and have accepted based on your assertions that there are no pending litigations, proceedings, enquiries etc. before any court of law, Tribunal, authority etc. in respect of the Property. We have assumed that there is no dispute between the previous owners or predecessors in title with respect to their individual entitlement or the joint family holding and that wherever individual deeds and agreements have been executed by the members of a family have been executed in terms of a family understanding / settlement between the family members. Except as specifically stated in this Supplementary Title Certificate, we have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments



relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.

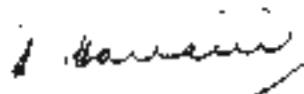
4. For the purpose of this Supplementary Title Certificate, we have assumed:
 - i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;
 - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
 - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
 - v) that there have been no amendments or changes to the documents we have examined;
 - vi) that all prior documents have been adequately stamped and duly registered;
 - vii) that each document binds the parties intended to be bound by it;
 - viii) that the photocopies provided to us are accurate photocopies of originals;
 - ix) that all translations of documents provided to us are complete and accurate;
 - x) the accuracy and completeness of all the factual statements and representations made in the documents;
 - xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
 - xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Title Certificate are correct and otherwise genuine; and
5. For the purposes of this Supplementary Title Certificate, we have relied upon:
 - i) Photocopies / typed copy of documents where original documents were not available.



- ii) Photocopies of 7/12 extracts of the respective properties.
- s. For the purpose of this Supplementary Title Certificate, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- t. A certificate, determination, notification, opinion or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.
- u. Even though this document is titled "Supplementary Title Certificate", it is in fact an opinion based on the documents we have reviewed. This Supplementary Title Certificate has been provided at the request of the client to whom it is addressed.
- v. This Supplementary Title Certificate is limited to matters related to Indian law alone (as on the date of this Supplementary Title Certificate) and we express no opinion on laws of any other jurisdiction.
- 8. This opinion is addressed to Keywest Realty Private Limited alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Keywest Realty Private Limited for any purpose without our prior written consent. It may however be disclosed or furnished by the Keywest Realty Private Limited as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority or as part of the documents required to be submitted to banks and financial institutions.

Dated this 3rd day of May 2010.

For M/s. Mariani & Co.



Partner



SECOND SUPPLEMENTARY TITLE CERTIFICATE

To,
Keywest Realty Private Limited,
 1, Adams Court, 2nd Floor,
 Baner,
 Pune 411045.

Re: All that piece and parcel of land admeasuring 42237.06 sq. mtrs. bearing Survey No. 13/3 to 19/Plot No. 2 situated at Village Balewadi, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property").

1. Background:

a. We had investigated earlier the title of Keywest Realty Private Limited in respect of all that piece and parcel of land admeasuring 42,237.06 sq mtrs. comprising of (i) Plot No. 2 admeasuring 23,186.01 sq. mtrs., (ii) area admeasuring 10,000 sq. mtrs. under Garden reservation, (iii) area admeasuring 2,698.97 sq. mtrs. under 24 Mtrs. wide D.P. Road, (iv) area admeasuring 4060.03 sq. mtrs. under River Protection Belt and (v) area admeasuring 2,292.04 sq. mtrs. under River Pad reservation out of land admeasuring in the aggregate 7 Hectare 57 Ares, i.e. 75,700 sq. mtrs. situated at Village Balewadi, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property"), the particulars of which are as follows:

Sr. No.	Survey No.	Area	Referred to as
1	13/3	25 Ares	"Property No. 1"
2	13/4	78 Ares	"Property No. 2"
3	13/5	35 Ares	"Property No. 3"
4	13/6	11 Ares	"Property No. 4"
5	13/7	9 Ares	"Property No. 5"
6	13/8/1	4.5 Ares	"Property No. 6"
7	13/8/2	4.5 Ares	"Property No. 7"
8	13/9	74 Ares	"Property No. 8"
9	13/10	19 Ares	"Property No. 9"
10	13/11	26 Ares	"Property No. 10"
11	13/12	83 Ares	"Property No. 11"
12	13/13B/1	31.5 Ares	"Property No. 12"



13	13/13B/2	31.6 Ares	"Property No. 13"
14	13/14	48 Ares	"Property No. 14"
15	13/15	52 Ares	"Property No. 15"
16	13/16	50 Ares	"Property No. 16"
17	13/17	51 Ares	"Property No. 17"
18	13/18	52 Ares	"Property No. 18"
19	13/19	75 Ares	"Property No. 19"

The said Property Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are hereinafter collectively referred to as "the said Properties".

- b. Thereafter the respective owners of the said Properties further procured necessary permissions and sanctions for amalgamation of the said Properties and further sub-division of such amalgamated land into various plots for development purpose, which has led to change in description of the property.
- c. We are issuing this Second Supplementary Title Certificate in continuation of our Title Certificate dated 12 April 2019 and Supplementary Title Certificate dated 30 May 2019 issued in respect of the said Property and on the request of our client to capture the amalgamation of said Properties and subdivision of such amalgamated said Properties resulting into formation of a new Survey No. 13/3 to 13/19/Plot No. 2 admeasuring 42237.05 sq. mtrs. held by the client which is the subject matter of this Second Supplementary Title Certificate.

2. Title Documents:

For the purpose of this Supplementary Title Certificate, we have reviewed the following documents:

- a. Photocopy of Latest 7/12 extract for S. No. 13/3 to 13/19/Plot No. 2 issued on 19 January 2021;
- b. Photocopy of Mutation Entry No. 9025 and 9127;
- c. Revised Commencement Certificate dated 31 July 2019 bearing No. CC/0984/19 issued by the Pune Municipal Corporation;
- d. Commencement Certificate dated 07 January 2021 bearing No. CC/2387/19;



- e. Commencement Certificate dated 07 January 2021 bearing No. CC/2391/19;
- f. Photocopy of Confirmation to Deed of Conveyance dated 15 February 2020 registered with the office of Sub-Registrar of Assurances, Haveli No. 13, at Serial No. 2406/2020 made and entered into between Banabai More Balwadkar and others with Vascon Engineers Limited, Phoenix Habitats Private Limited, Garood Developerzss LLP and Keywest Realty Private Limited;
- g. Photocopy of Deed for Release of Mortgage dated 18 January 2021 registered with the office of Sub-Registrar of Assurances Haveli No. 19, at Serial No. 819/2021 executed by Kolak Mahindra Investments Ltd. and Keywest Realty Private Limited in favour of M/s. Kasturi Realty;
- h. Photocopy of Indenture of Mortgage without delivery of possession dated 20 March 2021 registered with the office of Sub-Registrar of Assurances, Haveli No. 5, at Serial No. 3246/2021 made and entered into between Keywest Realty Private Limited and Kotak Mahindra Investments Ltd.,
- i. Photocopy of Lease Deed dated 09 March 2021 registered with the office of Sub Registrar Haveli No. 15 at Sr. No.4636/2021 executed by and between Keywest Realty Pvt. Ltd. through authorized Signatory Mr. Bharat Devakinandan Agarwal through Power of Attorney Holder Mr. Dhiraj Sunil Haribhakta and Maharashtra State Electricity Distribution Company Limited through Mr. Vishnu B. Pawar.
- j. Search Report dated 23 March 2021 by Mr. Kailash Thorat, Advocate.

3. Brief History:

In continuation of our previous Title Certificate dated 12 April 2019 and the Supplementary Title Certificate dated 30 May 2019 issued to Keywest Realty Private Limited and based on the aforesaid documents and the information furnished to us, we observe as follows:

- a. On perusal of the Mutation Entry No. 9025 dated 31 March 2019, it appears that the said Properties were amalgamated and new Survey Nos. 13/3 to 13/19 were formed.
- b. On perusal of Mutation Entry No. 9127 dated 10 October 2019 it appears that pursuant to the Order bearing No. Demarcation/KJP/Balewadi/Haveli/19 bearing outward No. 1632/19 dated 3 July 2019 passed by the Sub-Inspector of Land Records read with Kami Jasta Patrak No. SR2/2019 as



well as the Order bearing No. Settlement/Kaw/267/2019 dated 17 September 2019 passed by the Tehsildar, Haveli, the old 7/12 extracts for said Properties were closed and discontinued as new sub-hissa/plots numbers were formed in respect of amalgamated said Properties in the following manner:

New Sub-Hissa/Plot No.	Total Area
13/3 to 13/19/Plot No.1	256.2697 Ares i.e. 25628.97 sq. mtrs.
13/3 to 13/19/Plot No.1A	45.2279 Ares i.e. 4522.79 sq. mtrs.
13/3 to 13/19/Plot No.1B	33.1118 Ares i.e. 3311.18 sq. mtrs.
13/3 to 13/19/Plot No.2	422.3706 Ares i.e. 42237.06 sq. mtrs. i.e. the said Property
Total:	7 Hectare 57 Ares i.e. 75700 sq. mtrs.

c. Out of the newly formed plot nos., following names of respective owners were recorded to such newly formed Plot No. 2 in the following manner:

New Survey No.	Total Area	Owners	Holding
13/3 to 13/19 Plot No. 2	422.3706 Ares, i.e. 42237.06 sq. mtrs.	1. Open Space 3	2318.61 sq. mtrs.
		2. Amenity Space Garden reservation	3477.91 sq. mtrs.
		3. 24 mtr. D. P. Road	2698.97 sq. mtrs.
		4. River Protection Bell (RPB)	4060.03 sq. mtrs.
		5. Garden reservation	6522.09 sq. mtrs.
		6. River 'Pad' (पद)	2292.04 sq. mtrs.
		1. Gajanan Laxman Balwadkar	20867.41 sq. mtrs.
		2. Bhagwan Raghu Balwadkar	
		3. Balu Raghu Balwadkar	
		4. Dnyanoba Nivrutti	



	Balwadkar
5.	Shahaji Nirutti Balwadkar
6.	Rajendra Nirutti Balwadkar
7.	Vijay Nirutti Balwadkar
8.	Sanjay Nirutti Balwadkar
9.	Yamunabai Tayram Dudhane
10.	Kamal Ashok Chinchawade
11.	Rakhmabai Nirutti Balwadkar
12.	Mandekini Ramdas Balwadkar
13.	Vithal Ramdas Balwadkar
14.	Sarika Nathuram Gaware
15.	Sangeeta Raghu Dudhane
16.	Rohidas Sopan Barme
17.	Shalla Gorakhnath Gaware
18.	Nirmala Gorakhnath Tingare
19.	Satyabhama Arun Mame
20.	Seema Ganesh Lande
21.	Kalabai Raghunath Kate
22.	Leelabai Eknath Dhore
23.	Bhimabai Kalaram Bhondwe
24.	Maruti Genu Balwadkar
25.	Shantaram Genu Balwadkar
26.	Phoenix Habileta Private Limited through Shinsh Gangalkhedkar
27.	Vascon Engineering Limited through R. Vasudevan
28.	Garud Developerzes LLP through designated Partner Hemant Garud
29.	Arjun Uddhav Balwadkar through legal guardian





	mother Mangal	
30.	Kajal Bajrang Timigre	
31.	Navnath Nivrutti Balwadkar	
32.	Nikita Akash Chavan	
33.	Magal Uddhav Balwadkar	
34.	Mangal Vasant Tapkir	
35.	Savitribai Nivrutti Balwadkar	
36.	Suman Dadaram Bodke	
37.	Flora Facilities Private Limited	
38.	Banabai Moru Balwadkar	
39.	Badam Hiraman Gawade alias Badma Moru Balwadkar	
40.	Dharu Moru Balwadkar	
41.	Jaisingh Moru Balwadkar	
42.	Baleso Sopen Balwadkar	
43.	Vatsalebai Prabhakar Buchade	
44.	Shankar Jijaba Balwadkar	
45.	Pandherinath Jijaba Balwadkar	
46.	Dyaneshwar Shivaji Balwadkar	
47.	Melan Shivaji Balwadkar	
48.	Tulshiram Vilhal Balwadkar	
49.	Pandurang Vilhal Balwadkar	
50.	Sonabai Popatrao Pawale	
51.	Avinash Ramdas Balwadkar	
52.	Bhanudas Ramdas Balwadkar	
53.	Nandkumar Ramdas Balwadkar	
54.	Dhanashree Ramdas Balwadkar	

	55. Valsala Ramdes Balwadkar 56. Ananda Baban Balwadkar 57. Dattatraya Baban Balwadkar 58. Dhanaji Baban Balwadkar 59. Janabai Baban Balwadkar 60. Tarabai Dilip Dhawale	
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d. Pursuant to the aforesaid, by and under a Confirmation to Deed of Conveyance dated 15 February 2020 registered with the office of Sub-Registrar of Assurances, Haveli No. 13, at Serial No. 2406/2020 made and executed between the following parties as mentioned below, the Vendor Nos. 1 to 11, 12, 13 and 14 therein together with the consent of the Consenting Party Nos. 1 to 3 therein confirmed the change in description of property sold, transferred and conveyed under said Deed of Conveyance dated 24 April 2019 in the manner more particularly stated therein:

Sr. No.	Names of the Parties	Capacity of the parties as mentioned in the aforesaid Confirmation to Deed of Conveyance dated 15 February 2020 registered with the office of Sub-Registrar Haveli No. 13 at Serial No. 2406/2020.
1.	A) Banabai Moru Balwadkar, B) Dharu Moru Balwadkar, for himself, Manager and Karta of his HUF, C) Nandabai Dharu Balwadkar, D) Sandeep Dharu Balwadkar, E) Datta Dharu Balwadkar, F) Santosh Dharu Balwadkar, G) Jaysing Moru Balwadkar for himself, Manager and Karta of his HUF and natural guardian of his minor children, H) Shobha Jaysing Balwadkar;	Vendor No. 1



	1) Badam Hiraman Gawde, alias Badam Moru Balwedkar	
2.	a. Nirutti Hari Balwadkar; (EXPIRED) through his heirs; b. Savitri Nirutti Balwadkar; c. Mangal Uddhav Balwadkar; d. Arjun Udhav Balwadkar (Minor) through his natural guardian mother, Mangal Uddhav Balwadkar; e. Navnath Nirutti Balwadkar; f. Lata Navnath Balwadkar; g. Kajal Bajrang Timgire Nee Kajal Uddhav Balwadkar; h. Nikita Akash Chauhan Nee Nikita Uddhav Balwadkar; i. Snehal Navnath Balwadkar; j. Rohan Navnath Balwadkar; k. Mangal Vasant Tapkir; l. Suman Dadaram Bodke;	Vendor No. 2
3.	A) Smt. Janabai Baban Balwadkar; B) Ananda Baban Balwadkar; for himself, Manager and Karta of his HUF. C) Vimal Ananda Balwadkar; D) Ravindra Ananada Balwadkar; E) Dattatray Baban Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; F) Chhaya Dattatray Balwadkar; G) Dhanaji Baban Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; H) Mangal Dhanaji Balwadkar; I) Tarabai Dilip Dhawle;	Vendor No. 3



4.	<p>A) Shivaji Kanhu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>B) Malan Shivaji Balwadkar;</p> <p>C) Dnyaneshwar Shivaji Balwadkar;</p> <p>D) Ganesh Shivaji Balwadkar;</p> <p>E) Savita Nareyan Sane</p>	Vendor No. 4
5.	<p>A) Pandharinath Jijaba Balwadkar, for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>B) Suman Pandharnath Balwadkar;</p> <p>C) Vandana Rajaresh Zambre;</p> <p>D) Sunita Balu Kedari;</p> <p>E) Nakusha Pandharinath Balwadkar;</p> <p>F) Meenakshi Navnath Bhambre;</p> <p>G) Shankar Jijaba Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>H) Kamal Shankar Balwadkar;</p> <p>I) Bharat Shankar Balwadkar;</p> <p>J) Sangita Bharat Balwadkar;</p> <p>K) Narendra Shankar Balwadkar;</p>	Vendor No. 5
6.	<p>A) Gajanan Laxman Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>B) Samindra Gajanan Balwadkar;</p> <p>C) Rajendra Gajanan Balwadkar;</p> <p>D) Surekha Rajendra Balwadkar;</p> <p>E) Vijay Gajanan Balwadkar;</p> <p>F) Pushpa Vijay Balwadkar;</p> <p>G) Mangal Ramesh More;</p> <p>H) Mine Sadashiv Kanekar;</p> <p>I) Asha Machhindra Khaire;</p> <p>J) Indubai Vitthal Mungse;</p>	Vendor No. 6



	<p>K) Sadashiv Narayan Kanaskar;</p> <p>L) Chandrabhaga Sudam Shevale;</p> <p>M) Jijabai Maruti Tambe</p>	
7.	<p>A) Ramdas Vitthal Balwadkar; (expired);</p> <p>B) Vatsalabai alias Vatchala Ramdas Balwadkar;</p> <p>C) Avinash Ramdas Balwadkar; for himself and natural guardian of his minor children;</p> <p>D) Swati Avinash Balwadkar;</p> <p>E) Nande Bhanudas Balwadkar;</p> <p>F) Bhanudas Ramdas Balwadkar; for himself and natural guardian for his minor children;</p> <p>G) Nandkumar Ramdas Balwadkar; for himself and natural guardian for his minor children;</p> <p>H) Manisha Nandkumar Balwadkar;</p> <p>I) Dhanashree Ramdas Balwadkar nee Bebi Sunil Pokle;</p> <p>J) Pandurang Vitthal Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>K) Subhadra Pandurang Balwadkar;</p> <p>L) Dattatray Pandurang Balwadkar;</p> <p>M) Atul Pandurang Balwadkar;</p> <p>N) Somnath Pandurang Balwadkar;</p> <p>O) Jyoti Dadasaheb Ranwade;</p> <p>P) Suvama Sunil Pawle;</p> <p>Q) Tulshiram Vitthal Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children;</p> <p>R) Nande Tulshiram Balwadkar;</p> <p>S) Sonabai Popat Pawale</p>	Vendor No. 7



8.	A) Balasaheb Sopan Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; B) Mandabai Balasaheb Balwadkar; C) Vatsalabai Prabhakar Buchade	Vendor No. 8
9.	A) Rukhminibai alias Rakhamabai Nivrutti Balwadkar; B) Ramdas Nivrutti Balwadkar; C) Vitthal Ramdas Balwadkar; D) Dnyanoba Nivrutti Balwadkar; for himself and natural guardian of his minor children; E) Shahaji Nivrutti Balwadkar; for himself and natural guardian of his minor children; F) Shivaji Shahaji Balwadkar; G) Rajaram alias Rajendra Nivrutti Balwadkar; for himself and natural guardian of his minor children; H) Vijay Nivrutti Balwadkar; for himself and natural guardian of his minor children; I) Sanjay Nivrutti Balwadkar; for himself and natural guardian of his minor children; J) Yamunabai Tayram Dudhane; K) Kamal Ashok Chinchwade; L) Kashibai Sopan Barne (EXPIRED) through her heirs: (i) Nirmala Gorakhnath Tingre (ii) Shaila Gorakh/ Gorakhnath Gaware (iii) Satyabhama Arun Mame (iv) Rohidas Sopan Barne (v) Seema Ganesh Lande	Vendor No. 9



	M) Sarika Nathuram Gaware N) Sangeeta Rahul Dudhane (Expired) through her heirs: (i) Rahul Teyaram Dudhane (for himself, as Manager/Karta of Hindu Undivided Family and natural guardian of his minor children at No. (ii) and (iii); (ii) Ashutosh (Sahil) Rahul Dudhane; (iii) Aditi Rahul Dudhane	
10.	A) Smt. Parvatibai Genu Balwadkar; B) Maruti Genu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; C) Nita Maruti Balwadkar; D) Shantaram Genu Balwadkar; for himself, Manager and Karta of his HUF and natural guardian of his minor children; E) Nirmala Shantaram Balwadkar; F) Kalabai Raghunath KATE; G) Lilabai Ekanath Dhore; H) Bhimabai Katuram Bhondave	Vendor No. 10
11.	A) Balu Raghu Balwadkar; for himself and as Manager of his HUF and Natural guardian to his minor children; B) Janabai Balu Balwadkar; C) Rajashri Ganesh Rakshe Nee Miss. Rajashri Balu Balwadkar; D) Master Kiran Balu Balwadkar; E) Vrushali Balu Balwadkar; F) Master Amol Balu Balwadkar; G) Bhagvan Raghu Balwadkar; for himself and as Manager of his HUF; H) Alka Bhagvan Balwadkar; I) Ganesh Bhagvan Balwadkar;	Vendor No. 11



	J) Rajendra Bhagwan Balwadkar, K) Satish Bhagwan Balwadkar, L) Vaishali R. Kate.	
(i)	All the above i.e. Vendor Nos. 1, 3 to 11 through their constituted attorney Garood Developerzss LLP through its' authorised signatory/ Designated partner Hemant Garrud; and	
(ii)	Vendor No. 2 through its' constituted attorney Subhash Tippana Nelge through his constituted attorney Garood Developerzss LLP through its' authorised signatory/designated partner, Hemant Garrud.	
12.	Flora Facilities Private Limited, through its Authorized signatory Rita Vikas Swarup.	Vendor No. 12
13.	Phoenix Habitate Private Limited, through its Authorized signatory Priti Shrikish Gangakhedkar.	Vendor No. 13/ Consenting Party No.1
14.	Vascon Engineers Limited, through its Authorized signatory R. Vasudevan	Vendor No. 14/ Consenting Party No.2
15.	Garood Developerzss LLP, through its designated partner/Authorized signatory Hemant Garrud.	Vendor No. 15/ Consenting Party No.3
16.	Keywest Realty Private Limited, through its Authorized signatory Bharat Devakinandan Agarwal.	Purchaser

e. On perusal of the latest 7/12 extract issued in respect of the said Property on 19 January 2021, it appears that mutation of Keywest Realty Private Limited as the owner of the said Property is yet to be updated in the record of rights.

f. By and under a Deed for Release of Mortgage dated 18 January 2021 registered with the office of Sub-Registrar Haveli No. 19 at Serial No. 819/2019 made and entered into between Kotak Mahindra Investments Limited as the Mortgagee and M/s Kasturi Realty as the Mortgagor, the Mortgagee therein released its charge over a mortgaged property being a flat held by the Mortgagor which is not part of the said Property but was mortgaged as and by way of additional security alongwith the said Property



under Deed of Mortgage dated 24 April 2019 discussed in our Supplementary Title Certificate dated 30 May 2019.

- g. By and under an Indenture of Mortgage without delivery of Possession dated 20 March 2021 registered with the office of Sub-Registrar of Assurances, Haveli No. 5, at Serial No. 3246/2021 made and entered into between Keywest Realty Private Limited as the Mortgagor/Borrower and Kotak Mahindra Investments Limited as the Lender, the Borrower therein availed a Term Loan of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) from the Lender and the Mortgagor therein as a security mortgaged land admeasuring 23,186.01 sq. mtrs. out of the said Property in favour of the Lender.
- h. By and under a Lease Deed dated 08 March 2021 registered with the office of Sub Registrar Haveli No. 15 at Sr. No. 4636/2021 executed by and between Keywest Realty Pvt. Ltd. through authorized Signatory Mr. Bharat Devakinandan Agarwal through Power of Attorney Holder Mr. Dhiraj Sunil Haribhakta as the Lessor and Maharashtra State Electricity Distribution Company Limited through Mr. Vishnu B. Pawar as the Lessee, the Lessor granted leasehold rights in respect of area admeasuring 45 Sq. Mtrs. out of said Property in favour of the Lessee for perpetuity.

4. Development related permissions and sanctions:

Vide a Revised Commencement Certificate dated 31 July 2019 bearing No. CC/0984/19 followed by two revised Commencement Certificates both dated 07 January 2021 bearing No. CC/2387/19 and CC/2391/19 issued by the Pune Municipal Corporation it appears that layout proposing sub-division of the said Property admeasuring 42,237.05 sq. mtrs. into Plot No. 2A and Plot No. 2B for development purpose was sanctioned wherein layout for commercial use was sanctioned on Plot 2A and layout for residential use was sanctioned on Plot 2B.

5. Searches:

1. INDEX II RECORDS SEARCH:

Search of the Index-II extracts for the year 2019 to 2021 with respect to the said Property was carried out by Mr. K.M. Thorat, Advocate, at the Sub-Registrars offices and he has submitted Search Report dated 23 March 2021. From the said search report it appears, he has taken search from



the available Index II records and particularly E-Search of Index II registers from the 2019 to 2021 taken on the website of Department of Registration and Stamps, Government of Maharashtra, Pune [i.e. <http://www.igmaharashtra.gov.in/>].

Further Adv. Thorat has clarified that he has not conducted a search in the physical records of the Index II registers of the Sub Registrar Havell Pune from the year 2019 till date as it is practically not possible to visit all offices of Sub Registrar Haveli Pune for conducting such search. Hence, he has relied upon the online e-search on the website of Department of Registration and Stamps, Government of Maharashtra, Pune [i.e. <http://www.igmaharashtra.gov.in/>].

No entries adverse to the title of said Property have been found during the aforesaid search.

2. ROC SEARCH:

On 23 March 2021, we conducted a limited online search on the website maintained by the Ministry of Corporate Affairs for any charges created by Keywest Realty Private Limited. However, the Indenture of Mortgage without delivery of possession dated 20 March 2021 registered with the office of Sub-Registrar of Assurances, Haveli No. 5, at Serial No. 3246/2021 made and entered into between Keywest Realty Private Limited and Kotak Mahindra Investments Ltd. mentioned above is not yet reflected in the records of the Registrar of Companies.

6. Public Notice:

On the instructions of our client we have not issued Public Notice post Public Notice dated 26 December 2018.

7. Subject to what is stated hereinabove and subject to what is stated in our Title Certificate dated 12 April 2019 and the Supplementary Title Certificate dated 30 May 2019, we certify that Keywest Realty Private Limited is the sole and absolute owner of the said Property subject to the rights of Kotak Mahindra Investments Limited created vide the Deed of Mortgage dated 24 April 2019 as well as the Indenture of Mortgage without delivery of possession dated 20 March 2021 both created over a portion admeasuring 23,186.01 sq. mtrs. out of the said Property.



8. General:

- a. This Second Supplementary Title Certificate merely certifies the matters expressly dealt with in the certificate. The Second Supplementary Title Certificate does not consider or certify any other questions not expressly answered in the certificate.
- b. This Second Supplementary Title Certificate is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Second Supplementary Title Certificate, and we are under no obligation to update this Second Supplementary Title Certificate with any information, replies or documents we receive after this date.
- c. Save as specifically stated in this Second Supplementary Title Certificate, we have not inspected or reviewed the original documents in respect of the Property.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Second Supplementary Title Certificate.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Second Supplementary Title Certificate.
- f. In accordance with our scope of work and our qualifications:
 - i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.



- v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.
- g. We express no view about the zoning, user, reservations or FSI of the Property.
- h. Save as otherwise stated in this Second Supplementary Title Certificate, we express no view with respect to any structures or buildings standing on the Property.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Second Supplementary Title Certificate. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Second Supplementary Title Certificate. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.
- j. We have not conducted any investigation / enquired into the total holdings of the Property owner(s) to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961. We have also not checked the applicability of the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 save and except as per documents furnished to us and as set out hereinabove.
- k. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these.



- I. Save as otherwise stated in this Second Supplementary Title Certificate, we have not issued any further public notice to invite claims from the public at large in respect of the title of the respective owners to the said Property.
- II. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities. For the purpose of issuing this Second Supplementary Title Certificate, we have caused a search to be conducted at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website as set out in this Second Supplementary Title Certificate and for the period set out in this Second Supplementary Title Certificate on 14 May 2019 with respect to the years 2018 to 2019. For the purpose of issuing this Second Supplementary Title Certificate, we have relied on the search report described in this Second Supplementary Title Certificate, dated 23 March 2021 issued by Mr. Kailash Thorat, Advocate who has conducted independent searches / Investigations in respect of the Property at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website. We have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar/ Sub-Registrar of Assurances or any other authorities.
- III. We have been informed by our search clerk that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and the Index II register maintained in digital form has not been properly maintained. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.
- IV. Except as specifically stated in this Supplementary Title Certificate we have not carried out any further searches at the offices or websites of the Registrar of Companies.
- V. Except as specifically stated in this Second Supplementary Title Certificate, we have not carried out any searches on any websites or in the records of any courts or governmental or regulatory agencies, authorities or bodies and have accepted based on your assertions that there are no



pending litigations, proceedings, enquiries etc. before any court of law, tribunal, authority etc. in respect of the Property. We have assumed that there is no dispute between the previous owners or predecessors in title with respect to their individual entitlement or the joint family holding and that wherever individual deeds and agreements have been executed by the members of a family have been executed in terms of a family understanding / settlement between the family members. Except as specifically stated in this Second Supplementary Title Certificate, we have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.

4. For the purpose of this Second Supplementary Title Certificate, we have assumed:
 - i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;
 - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
 - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
 - v) that there have been no amendments or changes to the documents we have examined;
 - vi) that all prior documents have been adequately stamped and duly registered;



- vii) that each document binds the parties intended to be bound by it;
- viii) that the photocopies provided to us are accurate photocopies of originals;
- ix) that all translations of documents provided to us are complete and accurate;
- x) the accuracy and completeness of all the factual statements and representations made in the documents;
- xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
- xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Title Certificate are correct and otherwise genuine; and

r. For the purposes of this Second Supplementary Title Certificate, we have relied upon:

- i) Photocopies / typed copy of documents where original documents were not available.
- ii) Photocopies of 7/12 extracts of the respective properties

s. For the purpose of this Second Supplementary Title Certificate, we have relied upon information relating to lineage as available in the revenue records and as provided by you.

t. A certificate, determination, notification, opinion or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.

u. Even though this document is titled "Second Supplementary Title Certificate", it is in fact an opinion based on the documents we have reviewed. This Second Supplementary Title Certificate has been provided at the request of the client to whom it is addressed.

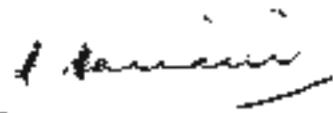


v. This Second Supplementary Title Certificate is limited to matters related to Indian law alone (as on the date of this Second Supplementary Title Certificate) and we express no opinion on laws of any other jurisdiction.

9. This opinion is addressed to Keywest Realty Private Limited alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Keywest Realty Private Limited for any purpose without our prior written consent. It may however be disclosed or furnished by the Keywest Realty Private Limited as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority or as part of the documents required to be submitted to banks and financial institutions.

Dated this 24th day of March 2021

For M/s. Hariani & Co.


Partner



24/3/2021