



# ROHAN A. RATNAPARKHI

## ADVOCATE

To  
Maharashtra Real Estate Regulatory Authority  
6<sup>th</sup> & 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot C- 21, E- Block, Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051.

### LEGAL TITLE REPORT

**Sub:** Title Clearance Report with respect to all that piece and parcel of land bearing CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts situated, lying and being at Village Pimpri Waghere, Taluka Haveli, District Pune (“**said Property**”).

1. I have investigated the title of said Property on request of Mahindra Bloomdale - Developers Limited (“**Owner/ Promoter**”), having its address at Mahindra Towers, 5<sup>th</sup> Floor, Worli, Mumbai – 400 018 and on the basis of documents pertaining to the said Property.

#### **(1) Description of said Property:**

- All that piece and parcel of land bearing CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts situated, lying and being at Village Pimpri Waghere, Taluka Haveli, District Pune (“**said Property**”).

#### **(2) The Documents pertaining to said Property:**

I have perused the copies of the following title documents pertaining to the said Property:

- i. Copy of Indenture dated 08<sup>th</sup> March, 1956 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-II/258 of 1956 on 08<sup>th</sup> March, 1956, made between Mukund Vasudev Bavdekar of the First Part; Vasudeo Ganesh Bavdekar and Indirabai Vasudeo Bavdekar of the Second Part and Mahindra and Mahindra Limited of the Third Part.
- ii. Copy of Mutation Entry No. 1434 dated 6<sup>th</sup> July, 1956.
- iii. Copy of Sale Deed dated 22<sup>nd</sup> November, 1974 registered in the office of the Sub-Registrar of Assurances under Serial No. 292 of 1975 on 19<sup>th</sup> February, 1975 made between Mahindra and Mahindra Limited of the One Part and Roplas (India) Limited of the Other Part.
- iv. Copy of Mutation Entry No. 4477 dated 09<sup>th</sup> October, 1983.
- v. Copies of the 7/12 Extracts pertaining to Survey Nos. 145B and 146B of Village Pimpri showing the name of Roplas (India) Limited as the holder thereof.

- vi. Copy of the 8A Extract pertaining to then holding of Roplas (India) Limited.
- vii. Copy of Order bearing reference No. ULC/R-106/IC/GAD/5558 dated 4<sup>th</sup> January, 1978 issued by Government of Maharashtra (Directorate of Industries) in favour of Roplas (India) Limited.
- viii. Copy of Order u/s 8(4) in the ULC case no. 61-R.Pub.co dated 29<sup>th</sup> August, 1994 issued by Deputy Collector & Competent Authority, Pune Urban Agglomeration, Pune.
- ix. Copy of no-objection under Section 269UL(3) of the Income Tax Act, 1961 for transfer of the said Property together with the buildings and structures standing thereon from Roplas (India) Limited to Mahindra Holdings and Finance Limited; and copy of No-objection Certificate bearing ref. No. AHD/AA/PN-3229/4099 dated 19<sup>th</sup> February, 2001 from the Appropriate Authority appointed under Chapter XXC of the Income Tax.
- x. Copy of Order bearing reference No. ULC/D-VII.RPub.Co. dated 05<sup>th</sup> March, 2001 issued by the Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune.
- xi. Copy of Agreement for Intended Sale dated 28<sup>th</sup> November, 2000 made between Roplas (India) Limited of the One Part with Mahindra Holdings and Finance Limited of the Other Part.
- xii. Copy of Sale Deed dated 28<sup>th</sup> March, 2001 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-5/2855 of 2001 on 29<sup>th</sup> March, 2001, made between Roplas (India) Limited of the One Part with Mahindra Holdings and Finance Limited of the Other Part.
- xiii. Copy of Mutation Entry No. 131 dated 22<sup>nd</sup> April, 2004.
- xiv. Copy of Report bearing reference no. ULC/D-3/Mahendra/2006 dated 3<sup>rd</sup> May 2006 issued by the Deputy Collector & Competent Authority, Pune Urban Agglomeration, Pune.
- xv. Copy of Letter bearing reference No. 1032/06 dated 18<sup>th</sup> September 2006 issued by the Office of the Competent Authority to the Municipal Engineer, Town Planning Department, PCMC.
- xvi. Copy of the Deed of Amalgamation of Mahindra Holdings and Finance Limited ("the Transferor Company") with Mahindra and Mahindra Limited ("the Transferee Company") and their respective Shareholders and Creditors (under sections 391 to 394 and other applicable provisions under the Companies Act, 1956 and Companies Act, 2013).



- xvii. Copy of Amalgamation Order i.e. Order dated 18<sup>th</sup> July, 2008 passed by the Hon'ble High Court of Judicature at Bombay in Company Scheme Petition Nos. 373 and 374 of 2008 connected with Company Application Nos. 279 and 280 of 2008 in the matter of scheme of amalgamation of Mahindra Holdings and Finance Limited and Mahindra and Mahindra Limited, under sections 391 to 394 of the Companies Act, 1956.
- xviii. Certified copy of the Property Register Card dated 12<sup>th</sup> May, 2021 issued by the City Survey Office, Pimpri-Chinchwad in respect of CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts of Village Pimpri in District Pune.
- xix. Copy of Letter bearing ref. No. PRH/510-III dated 21<sup>st</sup> February, 1981 issued by the Collectorate Pune, Revenue Branch to Mahindra and Mahindra Co.
- xx. Copy of Mutation Entry No. 8736 dated 26<sup>th</sup> August, 2017.
- xxi. Copy of Mutation Entry No. 8740 dated 7<sup>th</sup> May, 2021.
- xxii. Copy of Memorandum of Association and Articles of Association of M&M.
- xxiii. Copy of the TILR plan dated 14<sup>th</sup> June, 2021 bearing reference no. 43/2021 with respect to CTS No. 6022 (part).
- xxiv. Copy of the Letter dated 25<sup>th</sup> June, 2021 bearing reference no. NRVI/KAVI/Pimpri/33/55/21 issued by the Pimpri Chinchwad Municipal Corporation (Town Planning and Development Department) to Mr. Amit Sawant.
- xxv. Copy of the Lease Deed dated 7<sup>th</sup> December, 2003 executed between Mahindra Holdings and Finance Limited through Director Uday Y. Phadke through power of attorney holder ("Lessor") with Siro Plast Limited through M.K Datta Choudari ("Lessee") and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 8369 of 2003 on 16<sup>th</sup> December, 2003.
- xxvi. No pending labour dues certificate dated 25<sup>th</sup> February 2022 issued by the State of Maharashtra to Labour Commissioner in respect of the shifting/ closure of the factory/manufacturing unit
- xxvii. Copy of Deed of Conveyance dated 30<sup>th</sup> March, 2022 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-23/9475 of 2022 made between Mahindra and Mahindra Limited of the One Part and Mahindra Bloomdale Developers Limited of the Other Part

xxviii. Possession Letter dated 30<sup>th</sup> March, 2022 issued by Mahindra and Mahindra Limited in favor of Mahindra Bloomdale Developers Limited.

**(3) Property Register Card:**

The Property Register ("PR") Card dated 12<sup>th</sup> May, 2021 issued by the City Survey Office, Pimpri-Chinchwad in respect of CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts of Village Pimpri in District Pune shows the tenure of the same as 'C' and the name of Mahindra and Mahindra Limited as the owner/holder thereof. I have been informed that Mahindra Bloomdale Developers Limited is in the process of getting the PR Card/revenue records in respect of the said Property updated to reflect its name as the owner/holder thereof.

**(4) Search Report:**

i. Land Search Report dated the 14<sup>th</sup> June, 2021 and 13<sup>th</sup> May, 2022 issued by Mr. Rajendra Jaigude, Advocate, Title investigator for searches taken at Office of Sub-Registrar of Assurances;

ii. CERSAI Search Report dated 17<sup>th</sup> May, 2022 issued by Simply CERSAI carried out on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of said Property.

2. Upon perusal of the above mentioned documents and all other relevant documents relating to title of the said Property, I am of the opinion that the title of the Owner i.e. Mahindra Bloomdale Developers Limited to the said Property is clear, marketable and without any encumbrances:

i. Owner of the said Property: Mahindra Bloomdale Developers Limited: City Survey No. 6022 admeasuring 13,191.62 square metres or thereabouts situated, lying and being at Village Pimpri Waghere, Taluka Haveli, District Pune.

ii. Qualifying comments/ remarks: Not applicable.

3. The report reflecting the flow of the title of Mahindra Bloomdale Developers Limited/the Owner to the said Property is enclosed herewith as **Annexure 'A'**.



*Ratnakshi*

Rohan A. Ratnaparkhi  
Advocate

Date: 17<sup>th</sup> May, 2022

Encl: As above.



**Annexure 'A'**

**FLOW OF TITLE OF THE SAID PROPERTY**

1. On perusal of the Indenture dated 08<sup>th</sup> March, 1956 (*more particularly described in paragraph 3 hereunder*), it appears that prior to the year 1955-1956, one Mukund Vasudev Bavdekar ("**Mukund**") was the owner of and was absolutely seized and possessed of all those pieces and parcels of agricultural lands bearing Survey Number 145 admeasuring 24 acres and 36 gunthas equivalent to 1,00,767.96 square metres or thereabouts and Survey Number 146 admeasuring 24 acres and 23 gunthas equivalent to 99,452.36 square metres or thereabouts situated, lying and being at Village Pimpri Waghere, Taluka Haveli, District Pune ("**the Larger Land**").
2. On perusal of the Letter dated 21<sup>st</sup> February, 1981 (*more particularly described in paragraph 9 hereunder*), it appears that non-agricultural use permission in respect of the Larger Land was granted by the Collectorate, Pune by and under an Order bearing ref. No. JWS-II-768 dated 11<sup>th</sup> July, 1955 on the terms and conditions contained therein.
3. By and under an Indenture dated 08<sup>th</sup> March, 1956 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-II/258 of 1956 on 08<sup>th</sup> March, 1956, made between Mukund (therein referred to as Vendor) of the First Part; Vasudeo Ganesh Bavedekar ("**Vasudeo**") and Indirabai Vasudeo Bavedekar ("**Indirabai**") (therein referred to as Confirming Parties) of the Second Part and Mahindra and Mahindra Limited ("**M&M**") (therein referred to as Purchaser) of the Third Part, Mukund with the confirmation of Vasudeo and Indirabai granted, released, transferred, conveyed and assured the Larger Land unto M&M, at or for the consideration specified therein. Mutation Entry No. 1434 dated 6<sup>th</sup> July, 1956 records the foregoing.
4. By and under a Sale Deed dated 22<sup>nd</sup> November, 1974 registered in the office of the Sub-Registrar of Assurances under Serial No. 291 of 1975 on 19<sup>th</sup> February, 1975 (and registered in duplicate under Serial No. 292 of 1975 on 10<sup>th</sup> July 1975), made between M&M (therein referred to as Vendor) of the One Part and Roplas (India) Limited ("**Roplas**") (therein referred to as Purchaser) of the Other Part, M&M granted, released, transferred, conveyed and assured unto Roplas, the following portions of the Larger Land, at or for the consideration specified therein:

Survey No.	Total Area of the Larger Land specified therein (in square metres)	Area purchased by Roplas (in square metres)
145	1,00,766.53	8,896.74
146	99,451.25	5,286.19

Mutation Entry No. 4477 dated 09<sup>th</sup> October, 1983 records the foregoing, however the date of execution/registration of the Sale Deed is mentioned as 10<sup>th</sup> July, 1975. Further, I have been informed that the aforesaid lands and were then shown as Plot No. 8 on the plan annexed to the Sale Deed that was registered under Serial No. 291 of 1975.

5. On perusal of the Mutation Entry No. 4477 dated 09<sup>th</sup> October, 1983 it further appears that, pursuant to the aforesaid Sale Deed dated 10<sup>th</sup> July, 1975, Survey No. 145 and

Survey No. 146 were assigned the following hissa nos.:

Survey and Hissa No.	Area (in square metres)	Owned by
145A	91,903.3	M&M
145B	8,896. 7	Roplas
146A	94,213.81	M&M
146B	5,286.19	Roplas

There is no reference of any Order/Letter of the Collector pertaining to the sub-division of Survey Nos. 145 and 146.

6. I have been furnished with the copies of the following 7/12 Extracts in the name of Roplas:

Survey No.	Area (in sq. metres)	Holder	Tenure	Other Rights Remarks
145B	8,896.7	Roplas (India) Limited	Class I	Nil
146B	5,286.19	Roplas (India) Limited	Class I	Nil

7. I have been furnished with the copy of the 8A Extract pertaining to Roplas and on perusal thereof, I note that the following properties are shown recorded in the name of Roplas as the owner thereof:

Survey No.	Area (in sq. metres)
145B	8,896.7
146B	5,286.19

8. By an Order bearing reference No. ULC/R-106/IC/GAD/5558 dated 4<sup>th</sup> January, 1978 issued by Government of Maharashtra (Directorate of Industries) in favour of Roplas ("Section 20 Order"), the Government of Maharashtra in exercise of its power under Section 20(1) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") exempted the land admeasuring 9,463.83 square metres forming part of the said Property from the provisions of Chapter III of ULC Act subject to the conditions as stated therein.
9. I have been furnished with a copy of the Letter bearing ref. No. PRH/510-III dated 21<sup>st</sup> February, 1981 issued by the Collectorate Pune, Revenue Branch to Mahindra and Mahindra Co. thereby informing that 'non-agricultural' use permission in respect of Survey Nos. 145 and 146 was granted by the Collector, Pune vide its Order bearing ref. No. JWS-II-768 dated 11<sup>th</sup> July, 1955 and Non-agricultural Taxes have been levied in respect thereof from 10<sup>th</sup> August, 1955. I have been furnished with a copy of the said Order bearing ref. No. JWS-II-768 dated 11<sup>th</sup> July, 1955 and on perusal thereof, I note that the permission to convert Survey Nos. 145 and 146 of Pimpri Waghere to non-agricultural use viz. for establishment of a jeep factory was granted to Mukund on the terms and conditions contained therein interalia the condition that no building of whatever kind shall be constructed on Survey Nos. 145 and 146 of Pimpri Waghere without the previous permission of the Collector.



10. By an order in the ULC case no. 61-R.Pub.co dated 29<sup>th</sup> August, 1994 issued by Deputy Collector & Competent Authority, Pune Urban Agglomeration, Pune ("**Competent Authority**") i.e. the matter of Roplas ("**Section 8(4) Order**"), the Competent Authority, in view of the industrial exemption order no. ULC/R-106/IC/GAD/5558 dated 4<sup>th</sup> January, 1978, observed that the said Property cannot be computed towards the holding of the vacant land of Roplas, so long as the conditions mentioned in the Section 20 are adhered to and therefore, the Competent Authority declared Roplas holding no surplus vacant land in view of the Section 20 Order so long as the conditions mentioned in the exemption order are adhere to. The Return under Section 6(1) of the ULC Act filed by Roplas stood closed accordingly.
11. Roplas being desirous of selling, conveying and transferring CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts i.e. the said Property together with the buildings and structures standing thereon obtained a no-objection under Section 269UL(3) of the Income Tax Act, 1961 for transfer of the said Property together with the buildings and structures standing thereon from Roplas to Mahindra Holdings and Finance Limited ("**MHFL**") vide a No-objection Certificate bearing ref. No. AHD/AA/PN-3229/4099 dated 19<sup>th</sup> February, 2001 from the Appropriate Authority appointed under Chapter XXC of the Income Tax.
12. On perusal of the Order bearing reference No. ULC/D-VII.RPub.Co. dated 05<sup>th</sup> March, 2001 issued by the Competent Authority ("**Corrigendum Order**"), I note that:
  - 12.1. Roplas through its then Executive Director, vide a letter dated 6<sup>th</sup> January, 2001 made an application to the Competent Authority and requested that as per the provisions of the ULC Act, the land becomes non-vacant as a result of the existing plinth area of the structures which were in operation of the factory and the land appurtenant therefore may be excluded and on this ground, Roplas requested to issue corrigendum to the Section 8(4) Order.
  - 12.2. Accordingly, the Maintenance Surveyor was directed to inspect the site and structures on the said Property and on calculating the built-up area, it was noted that after excluding total built-up area under open space and internal road widening, the vacant land that remains with Roplas comes to 817.98 sq. mtrs which is below the ceiling limit i.e. 1,000 square metres.
  - 12.3. Pursuant to the aforesaid, by virtue of the Corrigendum Order, the Competent Authority as per the powers given under Section 34 of the ULC Act declared Roplas to be a non-surplus holder.
13. I have not been furnished with any order or a Kami Jasta Patra/Survey Sheet or a superimposed plan evidencing that Survey Nos. 145B and 146B correspond to CTS No. 6022. I have been informed that Survey Nos. 145B and 146B correspond to CTS No. 6022.
14. By and under an Agreement for Intended Sale dated 28<sup>th</sup> November, 2000 read with a Sale Deed dated 28<sup>th</sup> March, 2001 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-5/2855 of 2001 on 29<sup>th</sup> March, 2001, made between Roplas (therein referred to as Vendor) of the One Part with MHFL (therein referred to as

Purchaser) of the Other Part, Roplas granted, sold, conveyed, transferred and assured unto MHFL forever, the said Property [described therein as land admeasuring 14,182.89 square metres (admeasuring 13,191.62 square metres as per property register card) bearing Survey Nos. 145 (part) and 146 (part) and CTS No. 6022] with the buildings and structures standing thereon, at or for the consideration specified therein. Mutation Entry No. 131 dated 22<sup>nd</sup> April, 2004 records the foregoing.

15. I note that in the Sale Deed dated 28<sup>th</sup> March, 2001 the Survey Nos. are referred to therein as "Survey Nos. 145 (part) and 146 (part)" instead of "Survey Nos. 145B and 146B". However, I also note that the area of Survey Nos. 145 (part) and 146 (part) has been specified as 14,182.89 square metres and the same is equivalent to the aggregate area of Survey Nos. 145B and 146B.
16. By a Report bearing reference no. ULC/D-3/Mahendra/2006 dated 3<sup>rd</sup> May 2006, the Competent Authority, upon perusing and considering the factual situation and existing structures on *inter alia* the said Property, submitted that the holding of Roplas in the said Property is non-vacant and non-surplus land and therefore, falls outside the purview of ULC Act.
17. By a Letter bearing reference No. 1032/06 dated 18<sup>th</sup> September 2006 issued by the Office of the Competent Authority to the Municipal Engineer, Town Planning Department, PCMC a no-objection for development has been given to M&M.
18. I have been furnished with a copy of the Scheme of Amalgamation of MHFL ("the Transferor Company") with M&M ("the Transferee Company") and their respective Shareholders and Creditors (under sections 391 to 394 and other applicable provisions under the Companies Act, 1956 and Companies Act, 2013) ("**Amalgamation Scheme**"). On perusal of the Amalgamation Scheme I note that, in terms of Clause 4.1 thereof, with effect from the appointed date i.e. 1<sup>st</sup> February, 2008, the entire business and undertaking of the Transferor Company/MHFL including without limitation all the movable or immovable properties and assets of the Transferor Company/MHFL, shall under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company/ M&M. Further, in terms of Clause 5 of the Amalgamation Scheme, upon the Amalgamation Scheme coming into effect, all contracts, deeds, bonds, debentures, agreements and other instruments of whatever nature the Transferor Company/MHFL is a party, subsisting or having effect immediately before the effective date, shall remain in force and effect against or in favour of the Transferee Company/ M&M, as the case may be, and may be enforced as fully and as effectually as if, instead of the Transferor Company/MHFL, the Transferee Company/M&M had been a party thereto.
19. By an Order dated 18<sup>th</sup> July, 2008 passed by the Hon'ble High Court of Judicature at Bombay in Company Scheme Petition Nos. 373 and 374 of 2008 connected with Company Application Nos. 279 and 280 of 2008 in the matter of scheme of amalgamation of MHFL and M&M ("**Amalgamation Order**"), under sections 391 to 394 of the Companies Act, 1956 sanction to the Amalgamation Scheme has been accorded.
20. I have been informed by M&M that, the certified copy of the Amalgamation Order and



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Amalgamation Scheme was filed by it with the Registrar of Companies, Mumbai within the time period prescribed by the Companies Act, 2013 i.e. within 30 days from the date of the Amalgamation Order.

21. I note that the Amalgamation Order has been adjudicated by the General Stamp Office, Government of Maharashtra in the year 2014 and the stamp duty of Rs. 6,21,36,700/- (Rupees Six Crore Twenty One Lakhs Thirty Six Thousand and Seven Hundred only) has been paid by M&M on the Amalgamation Order on 15<sup>th</sup> September, 2014. I have not been furnished with a copy of the Adjudication Order, however I have seen the Certificate under Section 32(1)(b) of the Maharashtra Stamp Act, 1958 affixed on the Amalgamation Order which states about the date of payment and amount of stamp duty.
22. By and under a Deed of Conveyance dated 30<sup>th</sup> March, 2022 registered in the office of the Sub-Registrar of Assurances under Serial No. HVL-23/9475 of 2022, made between M&M (therein referred to as Vendor) of the One Part and Mahindra Bloomdale Developers Limited ("MBDL") (therein referred to as Purchaser) of the Other Part, M&M granted, transferred, assigned, conveyed and assured the said Property unto MBDL, at or for the consideration specified therein.
23. By a Possession Letter dated 30<sup>th</sup> March, 2022 issued by M&M in favor of MBDL, M&M has handed over to MBDL the full, quiet, vacant and peaceful physical possession of said Property.
24. In the circumstances above, MBDL has become the owner of said Property.

**Property Register Card:**

25. I have been furnished with the certified copy of the Property Register ("PR") Card dated 12<sup>th</sup> May, 2021 issued by the City Survey Office, Pimpri-Chinchwad in respect of CTS No. 6022 admeasuring 13,191.62 square metres or thereabouts of Village Pimpri in District Pune and on perusal thereof, I note that the tenure of the same is 'C' and the name of M&M/Mahindra and Mahindra Limited is shown as the owner/holder thereof. I have been informed that MBDL is in the process of getting the PR Card/revenue records in respect of the said Property updated to reflect its name as the owner/holder thereof.

**Search Reports:**

26. For issuance of this Legal Title Report, I have caused searches to be carried out search for the records maintained by the Offices of the Sub-Registrar of Assurances in respect of the said Property for the period from the year 1972 to 2022 (i.e. 51 years) and have been provided with the Search Reports dated 14<sup>th</sup> June, 2021 and 13<sup>th</sup> May, 2022 issued by Mr. Rajendra Jaigude, Advocate. On perusal thereof I note that, in addition to the documents recorded hereinabove, following other documents/entries have been found by Mr. Rajendra Jaigude during the course of search.
  - 26.1. Lease Deed dated 15<sup>th</sup> March, 2005 executed between Itan Industries Private Limited through Shriram Parmeshvaran and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of

Assurances under Serial No. H-05- 1956 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)

- 26.2. Lease Deed dated 15<sup>th</sup> March, 2005 executed between Itan Industries Private Limited through Shriram Parmeshvaran and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 1957 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)
- 26.3. Lease Deed dated 15<sup>th</sup> March, 2005 executed between Itan Industries Private Limited through Shriram Parmeshvaran and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 1958 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)
- 26.4. Lease Deed dated 29<sup>th</sup> March, 2005 executed between Eton Technology Private Limited through V Swaminathan and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 2399 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)
- 26.5. Correction Deed dated 09<sup>th</sup> May, 2005 executed between Itan Industries Private Limited through Power of Attorney holder Mohan Godase and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 3424 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)
- 26.6. Correction Deed dated 09<sup>th</sup> May, 2005 executed between Itan Industries Private Limited through Power of Attorney holder Mohan Godase and Whikers System Private Limited through Aalfred Saldana and registered with the office of Sub-Registrar of Assurances under Serial No. H-05- 3425 of 2005 (for Plot No. 9A of Survey No. 145 and 146C having CTS No. 6020/1 and 6022)
- 26.7. Leave and License Agreement dated 14th June, 2021 executed between Mahindra & Mahindra Limited through Power of Attorney holder Neel Cerejo and Mahindra Lifespaces Developers Limited through Power of Attorney holder Eknath Dimbale and registered with the office of Sub-Registrar of Assurances under Serial No. H-25-7502 of 2021 (for Office area admeasuring 2897 square feet, CTS No. 6022)

I have been informed by M&M that Plot 8 corresponds to the said Property and therefore none of the documents recorded at paragraphs 26.1 to 26.6 (i) pertain to the said Property; and/or (ii) affect the rights, title and interest of M&M in respect of the said Property.

27. For issuance of this Legal Title Report, I have caused searches to be carried out on the online portal of Ministry of Corporate Affairs for MBDL and have been provided with a Search Report dated 17<sup>th</sup> May, 2022 issued by Simply CERSAI. On perusal thereof, I note that there are no charges/mortgages created by MBDL in respect of the said Property and/or the building/structures thereon (including the built-up areas comprised therein) are recorded therein.



28. For issuance of this Legal Title Report, I have caused searches to be carried out on the online portal of CERSAI in respect of MBDL and have been furnished with Report dated 17<sup>th</sup> May, 2022 issued by Simply CERSAI. On perusal thereof, I note that, there are no charges/mortgages created by MBDL in respect of the said Property and/or the building/structures thereon (including the built-up areas comprised therein) are recorded therein.

Report dated 17 May, 2014

**Other Observations:**

"no pending labour dues certificate" dated 25<sup>th</sup> Maharashtra to Labour Commissioner in respect of manufacturing unit known as Mahindra CIE property on the terms and conditions contained

order dated 10<sup>th</sup> March 2022 bearing reference by Pimpri Chinchwad Municipal Corporation to (Appendix D1 and Appendix D2) whereby property; and land sub-division approval has been obtained therein.

Lease Deed dated 7<sup>th</sup> December, 2003 executed by Siro Plast Limited through Director Uday Y. Phadke (Director) with Siro Plast Limited through M.K Datta (Director) at the office of Sub-Registrar of Assurances under Registration No. 100/2003 dated 7<sup>th</sup> December, 2003; and on perusal of the same I note

34. I have been furnished with a copy of the agreement entered into between Mahindra Holdings and Finance Corporation Ltd. through power of attorney holder ("Lessee") and registered with the Registrar of Companies, Mumbai, Serial No. H-05- 8369 of 2003 on 16<sup>th</sup> Dec 2003.

that the same is in respect of the said Property along with building/structure thereon for a lease period of 9 (nine) years commencing from 7<sup>th</sup> November, 2003, renewable at the option of the Lessee. I have been informed by M&M that the lease has expired in the year 2012 and the same is not renewed thereafter; Siro Plast Limited has on the expiry of the lease period handed over the vacant and peaceful possession of the said Property along with building/structure thereon to M&M; the electricity and water connections that were taken by Siro Plast Limited in respect of the building/structure have been disconnected.

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